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Davidson County DEEDMAST
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This instrument prepared by: (dpc)
Boult, Cummings, Conners & Berry
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219

MASTER DEED

FOR

SCOTTS HOLLOW CONDOMINIUMS

SCOTTS HOLLOW, LLC ("Declarant") does hereby submit the real property in Davidson County, Tennessee, described in Exhibit A attached hereto and incorporated herein by reference, to the provisions of the Tennessee Horizontal Property Act, T.C.A. §§ 66-27-101, et seq., as may be amended from time to time for the purpose of creating a horizontal property regime known as SCOTTS HOLLOW CONDOMINIUMS, and does hereby declare that the property described in Exhibit A shall be held and conveyed subject to the following terms, covenants, restrictions, covenants and conditions:

ARTICLE I

Definitions

In the Documents, as defined below, the following words and phrases shall have the following meanings:

Section 1.1 - Act. The Tennessee Horizontal Property Act, T.C.A. §§ 66-27-101, et seq., as it may be amended from time to time.

Section 1.2 - Additional Units. The two (2) additional Units which may be constructed on the Property in the general location as depicted on the Plan and are identified as Units Numb 2G and 2H.

Section 1.3 - Association. Scotts Hollow Condominium Association, a nonprofit association. It is the Council of coowners under the Act.

Section 1.4 - Board of Directors. The board of directors of the Association.

Section 1.5 - Bylaws. The Bylaws of the Association, as they may be amended from time to time. The initial Bylaws are attached hereto as Exhibit D.

Section 1.6 - Common Elements. Each portion of the Development other than a Unit.

Section 1.7 - Common Expenses. The expenses or financial liabilities for the operation of the Development. These include:

(a) Expenses of administration, maintenance, repair or replacement of the Common Elements;

(b) Expenses declared to be Common Expenses by the Documents or by the Act;

(c) Expenses agreed upon as Common Expenses by the Association; and

(d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.8 - Development. The real property described in Exhibit A, subject to this Master Deed.

Section 1.9 - Director. A member of the Board of Directors.

Section 1.10 - Documents. The Master Deed and Plan, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.11 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XII.

Section 1.12 - Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Development, including but not limited to, buildings, trees and shrubbery planted by the Association, paving, utility wires, pipes, and light poles.

Section 1.13 - Land. The land which has been submitted to the provisions of the Act by this Master Deed.

Section 1.14 - Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Master Deed. The Limited Common Elements in the Development are described in Article III of this Master Deed.

Section 1.15 - Manager. A person, firm or corporation employed or engaged to perform management services for the Development and the Association.

Section 1.16 - Master Deed. This document, including any amendments.

Section 1.17 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.18 - Plan. The plans filed with this Master Deed as Exhibit C, as they may be amended from time to time.

Section 1.19 - Property. The land and all Improvements, easements, rights, and appurtenances which have been submitted to the provisions of the Act by this Master Deed.

Section 1.20 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Development, adopted by the Board of Directors pursuant to this Master Deed. The initial Rules are attached hereto as Exhibit E.

Section 1.21 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.22 - Trustee. The entity which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Board of Directors from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

Section 1.23 - Unit. A physical portion of the Development designated for separate ownership or occupancy, the boundaries of which are described in Section 2.2 of this Master Deed.

Section 1.24 - Unit Owner. Any Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Master Deed.

ARTICLE II

Units; Boundaries

Section 2.1 - Units. The Development upon creation contains the Units shown on the Plan.

Section 2.2 - Boundaries. Boundaries of each Unit created by the Master Deed are shown on the Plan as numbered Units with their identifying number and are described as follows:

(a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters, extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills, and structural components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units. Provided however, with respect to storefronts that do not extend to the demising lines set forth on the Plan, the vertical perimeter boundary for the storefront shall be the demising line indicated on the Plan.

(d) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Section 2.2(a), (b), and (c), above, and will also include the spaces and the Improvements within such spaces containing any space heating, water heating and air conditioning apparatus, wiring, pipes, ducts, conduits, smoke detector systems and telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively.

(e) Exclusions: Except when specifically included by other provisions of Section 2.2, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Section 2.2(a), (b), and (c), above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements or both.

(f) Non-Contiguous Portions: Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, and utility connection structures situated in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Units. Such special equipment and storage portions are a part of the Unit notwithstanding their non-contiguity with the other portions.

(g) Inconsistency with Plan: If this definition is inconsistent with the Plan, then this definition will control.

ARTICLE III

Limited Common Elements; Bell Tower

Section 3.1 - Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

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

(b) Any awnings, doorsteps, stoops, decks, and each exterior door and window or other fixture designed to serve a single Unit that is located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(c) Stoops and steps and walls above door openings at the entrances to each building, and foyers which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(d) Stairways, the use of which is limited to certain Units as shown on the Plan.

(e) Utility areas, the use of which is limited to the Unit or Units as shown on the Plan.

(f) Signs affixed to the building will be Limited Common Elements allocated to the Units served thereby.

(g) Roofs of the buildings will be Limited Common Elements allocated to the Units served thereby.

Section 3.2 – Bell Tower. The bell tower affixed to the roof over Unit 1D is a Limited Common Element allocated to Unit 1D ("Bell Tower"). If all or a substantial portion of the Bell Tower is damaged or destroyed whether voluntarily or involuntarily or a substantial portion thereof is in a state of disrepair, the owner of Unit 1D shall not replace or restore the Bell Tower to its conditions prior to such damage, destruction or state of disrepair but shall replace the same with either a roof similar to the roofs of the other Units or an alternative structure; provided, however, that any alternative structure shall be constructed in accordance with the plans and specifications which must have the prior written approval of the Board of Directors.

ARTICLE IV

Maintenance, Repair and Replacement

Section 4.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except those portions of the Limited Common Elements that are required by this Master Deed or the Act to be maintained, repaired or replaced by the Unit Owners.

Section 4.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, and the Limited Common Elements (or the

Proportional Share thereof as set forth in Section 8.2) assigned or allocated to such Unit, except the portions thereof required by the Master Deed, to be maintained, repaired or replaced by the Association.

Section 4.3 - Access. Any person authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner(s). In case of an emergency, no such request or notice is required and such right of entry shall be immediate, and with such force as is apparently necessary to gain entrance, whether or not the Unit Owner is present at the time.

Section 4.4 - Repairs Resulting From Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE V

Allocated Interests

Section 5.1 - Allocation of Interests. The table showing Unit numbers and their Allocated Interests is attached as Exhibit B. These interests have been allocated in accordance with the formulas set out in this Article V.

Section 5.2 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

(a) Undivided Interest in the Common Elements and Liability for the Common Expenses. The percentage of the undivided interest in the Common Elements allocated to each Unit and liability for Common Expenses shall be based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Development.

(b) Votes. Each Unit in the Development shall have a percentage vote equal to its Allocated Interest.

ARTICLE VI

Restrictions on Use, Alienation and Occupancy

Section 6.1 - Use Restrictions. The following use restrictions apply to all Units and to the Common Elements:

(a) The use of each Unit is restricted to retail and office purposes and accessory uses as permitted herein.

(b) No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Tennessee and all ordinances, rules and regulations of Davidson County. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 6.2 - Occupancy Restrictions. The following occupancy restrictions apply to all Units and to the Common Elements:

(a) Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.

(b) All fixtures and equipment will be used for the purposes for which they were designed.

(c) No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

Section 6.3 - Leases. All leases of a Unit shall provide that the tenant shall comply with the provisions of this Master Deed, the Bylaws and the Rules, and shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

ARTICLE VII

Easements and Licenses

All Unit Owner shall have the right to Use the Common Areas for parking and access to their respective Units. In addition, the Development may be subject to other easements or licenses granted by the Association.

ARTICLE VIII

Allocation and Reallocation of Limited Common Elements; Proportioned Share of Limited Common Elements

Section 8.1 – Allocation and Reallocation of Limited Common Elements. A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to the provisions of this Article VIII. All allocations will be made by amendments to the Master Deed specifying to which Unit or Units the Limited Common Element is located. Amendments to this Master Deed reallocating Limited Common Elements shall require the approval of the Board of Directors, the affected Unit Owners, and all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The person executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Master Deed and the Act, shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Development. If necessary, the Plan shall be amended to reflect the reallocation of such Limited Common Element(s).

Section 8.2 – Determination of Proportional Share of Limited Common Elements. Units to which a certain Limited Common Element has been allocated shall be responsible for maintenance, repair and other obligations related to such Limited Common Element based upon such Unit's Proportional Share of the subject Limited Common Elements. A Unit's Proportional Share of any Limited Common Element shall be determined according to the following formula:

> Proportional Share is a percentage calculated by dividing the Unit's Allocated Interest by the sum of the Allocated Interests for all Units to which such Limited Common Element is allocated. For example: If a Limited Common Element were allocated between Units 1A and 1B the Proportional Share for Unit 1A equals 49.90%, calculated as follows:
>
> 1) Sum of Allocated Interests of Affected Units: .070 (1A) plus .0705 (1B) equals .1407; and
>
> 2) The Allocated Interest of the Subject Unit divided by the sum determined by the preceding calculation: .0702/.1407 = .44989 (or 49.9%)

ARTICLE IX

Additions, Alterations and Improvements

Section 9.1 - Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to the Development without the prior written consent thereto of the Board of Directors.

(b) Subject to Subsection 9.1(a), a Unit Owner:

(i) May make any other improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Development;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit, or any other portion of the Development, without permission of the Board of Directors;

(iii) After acquiring an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Development. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries. If a part of an adjoining Unit is acquired, boundaries will be relocated in accordance with Article X.

(c) A Unit Owner shall submit a written request to the Board of Directors for approval to do anything under Subsection 9.1(a) or 9.1(b)(ii).

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed only by the Board of Directors on behalf of the Association. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor 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.

(e) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

Section 9.2 - Additions, Alterations and Improvements by Board of Directors. The Board of Directors may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

Section 9.3 - Exterior Improvements Within Limited Common Elements. Unit Owners may make exterior improvements within or as a part of Limited Common Elements consisting of repainting, restaining, addition of architectural detailing, changing of doors and fenestration and architectural conceits, provided they are undertaken with the permission of the Board of Directors following submission of complete plans prepared by an architect and a review by such Board of Directors as to consistency with the style and character of the center. The

applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees.

ARTICLE X

Relocation of Boundaries Between Adjoining Units

Section 10.1 - Application. Subject to approval of any structural changes and required permits pursuant to Article IX, the boundaries between adjoining Units may be relocated by an amendment to the Master Deed upon application to the Board of Directors by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations.

Section 10.2 - Recording Amendments. If the Board of Directors shall consent to the reallocation, it shall prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners affected and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association. The Board of Directors shall also prepare and record a revised Plan necessary to show the altered boundaries between adjoining Units, and the Units' dimensions and identifying numbers. The applicants will pay for the costs of preparation of the amendment and its recording, and reasonable fees if the Board of Directors deems it necessary to employ a consultant or attorney.

ARTICLE XI

Amendments to Master Deed

Section 11.1 - General. Except in cases of amendments that may be executed by certain Unit Owners under Section 10.2 of this Master Deed and the Act, this Master Deed, including the Plan, may be amended only by majority vote of the Unit Owners.

Section 11.2 - Recordation of Amendments. Each amendment to the Master Deed must be recorded in the Register's Office for Davidson County, Tennessee and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article X of this Master Deed, must be indexed in the grantee's index in the name of the Development and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 11.3 - Execution of Amendments. An amendment to the Master Deed required by the Act to be recorded by the Association, which has been adopted in accordance with this Master Deed and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

ARTICLE XII

Mortgagee Protection

Section 12.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests.

Section 12.2 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or any Unit in which there is a first Security Interest held by such Eligible Mortgagee;

(b) Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held by such Eligible Mortgagee that remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 12.7 of the Master Deed.

Section 12.3 - Inspection of Books. The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association during normal business hours.

Section 12.4 - Financial Statements. The Association shall provide any Eligible Mortgagee which submits a written request with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association.

Section 12.5 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 12.6 - Attendance at Meetings. Any representative of an Eligible Mortgagee may attend and address any meeting which a Unit Owner may attend.

Section 12.7 - Appointment of Trustee. In the event of damage or destruction under Article XVI or XVIII or condemnation of all or a portion of the Development, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.20 of this Master Deed. Proceeds will thereafter be distributed pursuant to Article XVI or pursuant to a condemnation award. Unless otherwise required by a majority of the Eligible Mortgagees, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

ARTICLE XIII

Assessment and Collection of Common Expenses

Section 13.1 - Apportionment of Common Expenses. Except as provided in Article XVI, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interest in the Common Expenses as described in Article V.

Section 13.2 - Common Expenses Attributable to Fewer than all Units.

(a) Any Common Expense associated with the maintenance, repair or replacement of components and elements attached to Limited Common Elements shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

(b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

(c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(d) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against that Unit Owner's Unit.

(e) Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the Documents are enforceable as Common Expense assessments.

Section 13.3 - Lien.

(a) The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the Master Deed; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became

delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit.

(c) Recording of the Master Deed constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

(d) The Association's lien must be foreclosed as a mortgage or deed of trust on real estate is foreclosed under Tennessee law.

(e) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 13.3(b) of this Master Deed. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(f) In the case of a nonjudicial foreclosure, the Association shall give reasonable notice of its action to each lien holder of a Unit whose interest would be affected.

(g) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 13.4 - Budget Adoption and Ratification. Within 30 days after adoption of a proposed budget for the Development, the Board of Directors shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting a seventy-five percent (75%) of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Board of Directors.

Section 13.5 - Ratification of Non-budgeted Common Expense Assessments. If the Board of Directors votes to levy a Common Expense assessment not included in the current budget, other than an assessment enumerated in Section 13.2 of this Master Deed, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such Common Expense to the Unit Owners for ratification in the same manner as the budget under Section 13.4.

Section 13.6 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within twenty (20) days after receipt of the request and is binding on the Association, the Board of Directors and each Unit Owner.

Section 13.7 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 13.1 and 13.2 of this Master Deed shall be due and payable monthly.

Section 13.8 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board of Directors shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 13.9 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 13.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 13.11 - Personal Liability of Unit Owners. The Unit Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XIV

Persons and Units Subject to Documents

Section 14.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the Register's Office for Davidson County, Tennessee are covenants running with the land and shall bind any Persons leaving at any time any interest or estate in such Unit.

Section 14.2 - Adoption of Rules. The Board of Directors may adopt Rules regarding the use and occupancy of Units affecting the Common Elements and Limited Common Elements and the activities of occupants.

ARTICLE XV

Insurance

Section 15.1 - Coverage. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage customary for similar type properties. The amount and type of coverage shall be determined by the Board of Directors. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall cause notice of that fact to

be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 15.2 – Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XVI

Damage To Or Destruction of Property

Section 16.1 - Duty to Restore. A portion of the Development for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) The Development is terminated:

(b) More than two-thirds (2/3) of the buildings are destroyed, unless otherwise agreed upon by the Unit Owners unanimously; or

(c) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety.

Section 16.2 - Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 16.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 16.4 - Replacement of Less Than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Development;

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner and the Unit Owner to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units;

(c) If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit shall be reallocated pro rata amongst the remaining Units, and the

Association promptly shall prepare, execute and record an amendment to the Master Deed reflecting the reallocations.

Section 16.5 - Insurance Proceeds. The Trustee, or if there is no Trustee, then the Board of Directors of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 16.1(a) through Subsection 16.1(c) of this Master Deed, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Development is terminated.

Section 16.6 - Certificates by the Board of Directors. The Trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

(a) Whether or not damaged or destroyed Property is to be repaired or restored; and

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

ARTICLE XVII

Board of Directors

Section 17.1 - Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Master Deed, the Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in this Master Deed and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Development which shall include, but not be limited to, the following:

(a) Adopt and amend Bylaws and Rules;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Unit Owners;

(d) Hire and discharge managing agents;

(e) Hire and discharge employees and agents, other than managing agents, and independent contractors.

(f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Master Deed, Bylaws or Rules in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Development;

(g) Make contract and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional improvements to made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only with the approval of at least seventy-five percent (75%) of the Unit Owners;

(k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

(l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

(m) Impose a reasonable charge for late payment of assessments and, after notice and opportunity to cure, levy reasonable fines for violations of this Master Deed, Bylaws, and Rules of the Association;

(n) Provide for the indemnification of the Association's officers and Board of Directors and maintain Directors' and officers' liability insurance;

(o) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(p) Exercise any other powers conferred by this Master Deed or the Bylaws;

(q) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other power necessary and proper for the governance and operation of the Association; and

(s) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committee action shall be either approved, modified or rejected by the Board of Directors.

Section 17.2 - Board of Directors Limitations. The Board of Directors may not act on behalf of the Association to amend this Master Deed, to terminate the Development or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XVIII

Condemnation

Section 18.1 - Whole Taking of Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, the award must compensate the Unit Owner for his Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

Section 18.2 - Partial Taking of Unit. Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (1) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (2) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 18.3 - Taking of Common Elements. If part of the Common Elements is acquired by eminent domain the portion of the award attributable to the Common Elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

ARTICLE XIX

Additional Units

Section 19.1 Construction of Additional Units. Declarant reserves the right to construct on the Land the Additional Units on one or more occasions with such Additional Units to be generally located as shown on the Plan. The Declarant may construct either or both of the Additional Units without the consent of any Unit Owner. There is no order in which the Additional Units may be constructed. No assurances are made that (i) the Additional Units will be constructed, or (ii) the Additional Units will be substantially identical to the Units in any way whatsoever, including, but not limited to, the size, the quality of construction, or the principal materials to be used in such construction and architectural style.

Section 19.2 Assessments for Additional Units. Until such time that a certificate of occupancy is issued for an Additional Unit it shall not be deemed a Unit for any purpose hereunder. Upon issuance of a certificate of occupancy for an Additional Unit, such Additional Unit shall be deemed a "Unit" and shall be subject to all provisions applicable to Units

hereunder, including, but not limited to, payment of assessments. The Common Elements are allocated to the Units on the basis of the square footage of each Unit in comparison with the square footage of all Units as set forth in Section 5.2, and, upon issuance of a certificate of occupancy for either or both of the Additional Units, shall be reallocated among all Units including the Additional Unit(s) and Exhibit B shall be revised to reflect the reallocations. Declarant reserves the right to assign Limited Common Elements to the Additional Units subject to the provisions hereof.

ARTICLE XX

Miscellaneous

Section 20.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 20.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 20.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 20.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 20.5 - Conflict. The Documents are intended to comply with the requirements of the Act. In the event of any conflict between the Documents and the Act, the Act shall control. In the event of any conflict between this Master Deed and any other Document, this Master Deed shall control.

In Witness Whereof, the Declarant has caused this Master Deed to be executed this 25 day of August, 2003.

SCOTTS HOLLOW LLC

By: _____

Name: Harold Feener

Title: Chief Manager

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Harold Feener, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Manager of Scotts Hollow, LLC, a limited liability corporation, and that he as such Chief Manager, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand seal at office this 25th day of August, 2003.

Tonya Tufts
Notary Public

My Commission Expires:
1/27/07

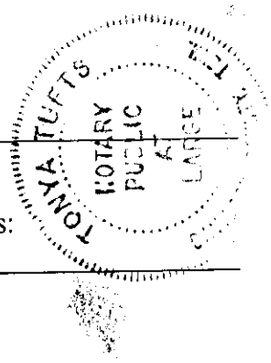


EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Section Two, Scotts Hollow, Phase One, as of record in Plat Book 8250, Page 241, Register's Office for said County, to which plan reference is made for a more complete description.

INCLUDED IN THE ABOVE DESCRIBED PROPERTY BUT SPECIFICALLY EXCLUDED FROM THIS CONVEYANCE is that tract of land conveyed to the State of Tennessee by deed of record in Book 9544, Page 170, Register's Office for said County, and being further described as follows:

BEGINNING at a point on the North proposed right of way line of State Project No. 19041-2258-04, said point located 52 feet left of survey centerline station 131+94.36; thence with said North proposed right of way line North 67° 27' 00" East a distance of 176.70 feet to a point of change, said point located 52 feet left of survey centerline station 133+71.06; thence continuing along said North proposed right of way line with a 5,781.58 foot radius curve right an arc distance of 8.18 feet to a point on the common property line between First Bank & Trust and the Grantors herein; thence with said common property line South 22° 18' 37" East a distance of 13 feet, more or less to a point on the North existing right of way line of State Route 24; thence with said North existing right of way line South 67° 42' 18" West a distance of 184.87 feet to a point on the common property line between the Trustees of Ragan, Smith, Murphy and Associates, Inc. and the Grantors herein; thence with said common property line North 22° 21' 14" West a distance of 13 feet, more or less to the POINT OF BEGINNING and containing 2,324 square feet and being a portion of the same property conveyed unto the Grantors as of record in Deed Book 7626, Page 495, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Lineberry Properties, Inc. and Charles A. Duncan by deed from Robert A. Frist and wife, Carol K. Frist filed of record in Book 9884, Page 617, Register's Office of Davidson County, Tennessee.

Being the same property described in that survey dated May 22, 2003, prepared by Crawford Land Surveyors, 1929 21st Avenue South, Nashville, Tennessee.

EXHIBIT B

Allocated Interests

Unit	Square Footage	Allocated Interest
1A	1593	7.95%
1B	1600	7.99%
1C	1342	6.7%
1D	2200	10.98%
1E	1280	6.39%
1F	1269	6.33%
1G	1022	5.10%
1H	1520	7.59%
2A	1837	9.17%
2B	1062	5.30%
2C	1325	6.61%
2D	1328	6.63%
2E	1328	6.63%
2F	1329	6.63%

The square footages set forth above are approximations of floor area only and are based upon measurements made by third parties for Declarant. No Unit Owner shall rely upon the square footage amounts set forth above except as a basis for determining the Allocated Interest applicable to each Unit. The Declarant makes no representation or warranty as to the accuracy of the square footage amounts allocated to the Units above. Notwithstanding any future measurement or other determination of the square footage of a Unit which differs or is otherwise inconsistent with the square footage set forth in this Exhibit B, the Allocated Interests, shall be controlling and may be modified or amended only in accordance with the provisions of Article XI hereof.

EXHIBIT C

CONDOMINIUM PLAN

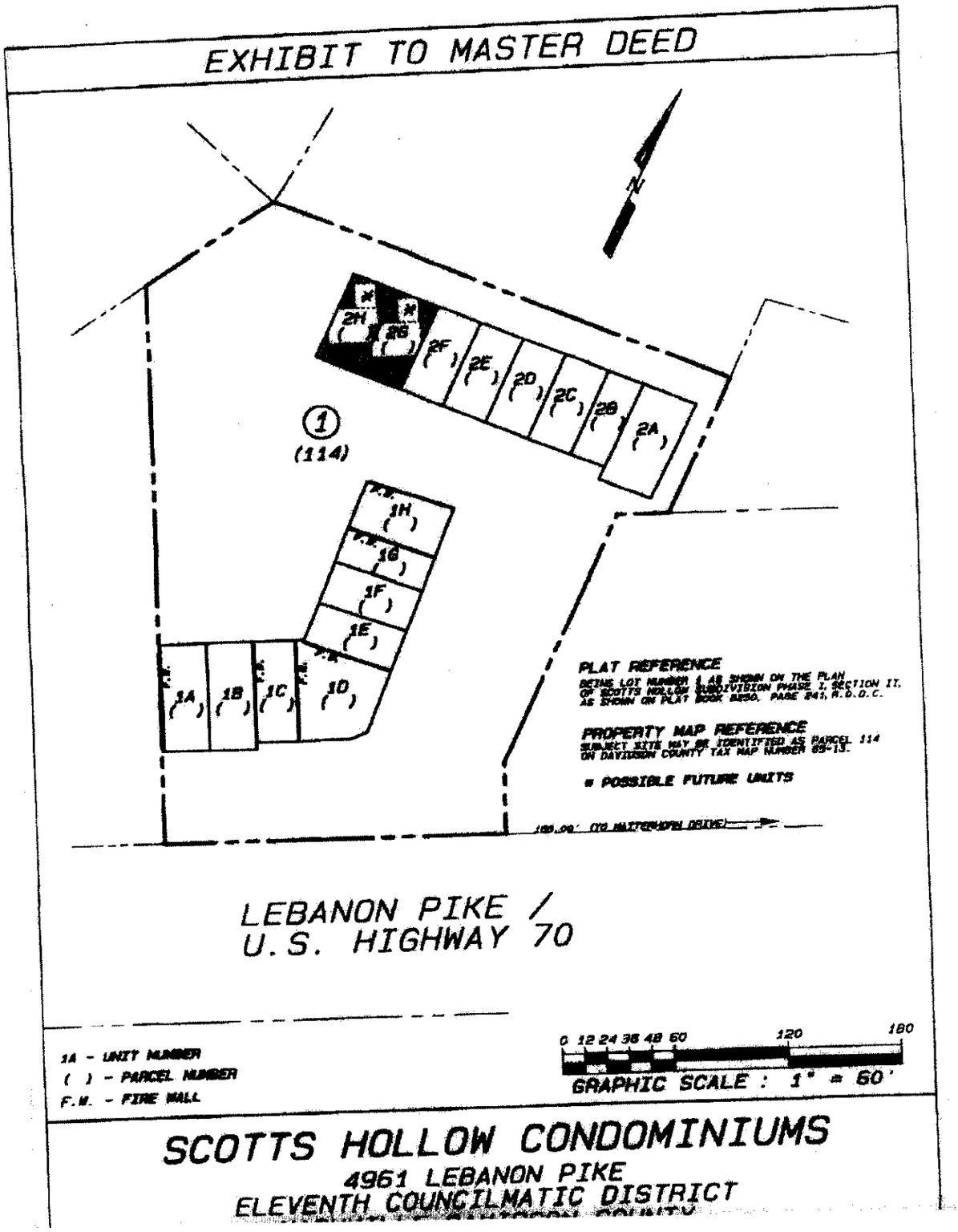


EXHIBIT D

BYLAWS
OF
SCOTTS HOLLOW CONDOMINIUM ASSOCIATION

ARTICLE I.

Introduction

These are the Bylaws of SCOTTS HOLLOW CONDOMINIUM ASSOCIATION, an unincorporated not-for-profit association. Initial capitalized terms are defined in Article I of the Master Deed.

ARTICLE II.

Board of Directors

Section 2.1 - Number and Qualification.

a. The affairs of the Development and the Association shall be governed by a Board of Directors which shall consist of three (3) persons, the majority of whom shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws.

b. The initial Board of Directors shall be appointed by the Declarant, one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. Thereafter, as the terms of said initial Board of Directors expire, the Unit Owners shall elect replacement Directors, whose term shall be for three (3) years each.

c. The Board of Directors shall elect the officers. The Directors and officers shall take office upon appointment or election, as applicable.

d. The Association shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 - Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in the Master Deed, these Bylaws or the Act.

The Board of Directors shall have, subject to the limitations contained in the Master Deed and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Development which shall include, but not be limited to, the following:

a. Adopt and amend Bylaws and Rules;

b. Adopt and amend budgets for revenues, expenditures and reserves;

c. Collect assessments for Common Expenses from Unit Owners;

d. Hire and discharge managing agents;

e. Hire and discharge employees and agents other than managing agents and independent contractors;

f. Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Association's Master Deed, Bylaws or Rules in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Development;

g. Make contracts and incur liabilities;

h. Regulate the use, maintenance, repair, replacement and modification of Common Elements;

i. Cause additional improvements to be made as a part of the Common Elements;

j. Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

k. Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

l. Impose a reasonable charge for late payment of assessments and, after notice and hearing, levy a reasonable fine for a violation of the Master Deed, Bylaws or Rules;

m. Impose a reasonable charge for the preparation and recording of amendments to the Master Deed, or a statement of unpaid assessments;

n. Provide for the indemnification of the Association's officers and Board of Directors and maintain Directors' and officers' liability insurance;

o. Assign the Association's right to future income, including the right to receive Common Expense assessments;

p. Exercise any other powers conferred by the Master Deed or Bylaws;

q. Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;

r. Exercise any other power necessary and proper for the governance and operation of the Association; and

s. By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Board of Directors. However, actions taken by a committee action must be ratified, modified or rejected by the Board of Directors.

Section 2.3 - Standard of Care. In the performance of their duties, the officers and members of the Board of Directors are required to exercise the care required of fiduciaries of the Unit Owners.

Section 2.4 - Additional Limitations. The Board of Directors shall be additionally limited pursuant to Article XVII of the Master Deed.

Section 2.5 - Manager. The Board of Directors may employ a manager for the Development at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the manager only the powers granted to the Board of Directors by these Bylaws under Subdivisions 2.2(c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Board of Directors, and to fulfill the requirements of the budget.

Section 2.6 - Removal of Directors. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any Director of the Board of Directors with or without cause.

Section 2.7 - Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of all Unit Owners, may be filled at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, by a majority of the remaining Directors constituting the Board of Directors. Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 2.8 - Regular Meetings. The first regular meeting of the Board of Directors following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Directors shall have been elected. No notice shall be necessary to the newly

elected Directors in order to legally constitute such meeting, providing a majority of the Directors shall be present. The Board of Directors may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

Section 2.9 - Special Meetings. Special meetings of the Board of Directors may be called by the president or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.10 - Location of Meetings. All meetings of the Board of Directors shall be held within Davidson County, Tennessee, unless all Directors consent in writing to another location.

Section 2.11 - Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

Section 2.12 - Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the meeting. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any 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 2.13 - Compensation. A Director may receive a fee from the Association for acting as such, as may be set by resolution of seventy-five percent (75%) of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

Section 2.14 - Telephonic Attendance. A Director may attend a meeting of the Board of Directors by an electronic communication method whereby the director may be heard by the other member, and hear the deliberations of the other members, on any matter properly brought before the Board of Directors, and his or her vote shall be counted, and his or her presence shall be noted as if he or she were present in person on that particular matter.

ARTICLE III.

Unit Owners

Section 3.1 - Annual Meeting. Annual meetings of Unit Owners shall be held on the first (day) in (month). At such meeting, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II of the Bylaws. The Unit Owners may transact other business at such meetings as may properly come before them.

Section 3.2 - Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 13.4 and 13.5 of the Master Deed. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3 - Special Meetings. Special meetings of The Association may be called by the president, by a majority of the members of the Board of Directors, or by Unit Owners comprising twenty percent (20%) of the votes in the Association.

Section 3.4 - Place of Meetings. Meetings of the Unit Owners shall be held at the Property, or may be adjourned to such suitable place convenient to the Unit Owners as may be designated by the Board of Directors or the president.

Section 3.5 - Notice of Meetings. Except for budget meetings which will be noticed not less than 14 nor more than 30 days after the mailing of the summary, not less than 10 nor more than 60 days in advance of a meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6 - Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 3.7 - Voting.

a. If only one of several owners of a Unit is present at a meeting of the Association, the owner present is entitled to cast all the votes allocated to the Unit. If more than one of the owners are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another owner of the Unit.

b. Votes allocated to a Unit may be cast under a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given under this Section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

c. The vote of a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the

owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified so to vote.

Section 3.8 - Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting but no less than fifty percent (50%) of the Unit Owners.

Section 3.9 - Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Master Deed, these Bylaws or by law.

ARTICLE IV.

Officers

Section 4.1 - Designation. The principal officers of the Association shall be the president and the secretary, both of whom shall be elected by the Board of Directors. The Board of Directors may appoint a vice president, treasurer, assistant treasurer, assistant secretary, and such other officers as in its judgment may be necessary. The president must also be a Director. Any two offices may be held by the same person, except the offices of president and secretary.

Section 4.2 - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.3 - Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 4.4 - President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Unit Owners and of the Board of Directors. He or she shall have all of the general powers and duties which are incident to the office of president of an unincorporated corporation organized under the laws of the State of Tennessee, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she may fulfill the role of treasurer in the absence of the treasurer. The president, as attested by the secretary, may cause to be prepared and may execute amendments to the Master Deed and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 - Vice President. The vice president, if any, shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other Director to act in the place of the president, on an interim basis. The vice president shall also perform such other duties as may be imposed upon him or her by the Board of Directors or by the president.

Section 4.6 - Secretary. The secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors. He or she shall have charge of such books and papers as the Board of Directors may direct and he or she shall, in general, perform all the duties incident to the office of secretary of an unincorporated association organized under the laws of the State of Tennessee. The secretary may cause to be prepared and may attest execution by the president of amendments to the Master Deed and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 - Treasurer. The treasurer, if any, shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Board of Directors, and he or she shall, in general, perform all the duties incident to the office of treasurer of an unincorporated association organized under the laws of the State of Tennessee. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board of Directors may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. If the office of treasurer is not established, the secretary shall perform the duties of treasurer.

Section 4.8 - Agreements, Contracts, Deeds, Checks, etc. Except as provided in Sections 4.4, 4.6 and 4.7 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 4.9 - Compensation. An officer may receive a fee from the Association for acting as such as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

ARTICLE V.

Enforcement

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules and regulations adopted by the Board of Directors, or the breach of any provision of the Documents shall give the Board of Directors the right, after notice and opportunity to cure, in addition to any other rights set forth in these Bylaws:

a. to enter the Unit in 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 (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Board of Directors shall not thereby be deemed liable for 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 5.2 - Fine for Violation. By resolution, following notice and opportunity to cure, the Board of Directors may levy a fine of up to $50 per day for each day that a violation of the Documents or Rules occurs, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board of Directors.

ARTICLE VI.

Records

Section 6.1 - Records and Audits. The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XV of the Master Deed. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

Section 6.2 - Examination. All records maintained by the Association or by the manager shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

ARTICLE VII.

Miscellaneous

Section 7.1 - Notices. All notices to the Association or the Board of Directors shall be delivered to the office of the manager, or if there is no manager, to the office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all Unit Owners and to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to his or her address as it appears in the records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed except notices of changes of address which shall be deemed to have been given when received.

Section 7.2 - Fiscal Year. Unless otherwise designated by the Board of Directors, the fiscal year of the Association shall be the calendar year.

Section 7.3 - Waiver. No restriction, condition, obligation, or provision contained in these Bylaws 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 which may occur.

Section 7.4 - Office. The principal office of the Association shall be on the Property or at such other place as the Board of Directors may from time to time designate.

ARTICLE VIII.

Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of the Unit Owners.

EXHIBIT E

Rules

1. The sidewalks, entry passages, halls and stairways shall not be obstructed or used for any purpose other than those of ingress and egress.

2. No sign, awning, shade, advertising or notice shall be inscribed, painted or affixed on any part of the Property except of such color, size and style and at such places as shall be approved by the Board of Directors. Unit Owners shall install and maintain any approved items in good condition and repair at their sole cost and expense.

3. Unit Owners shall not do, or permit anything to be done on the Property or bring anything thereon that would in any way obstruct or interfere with the rights of other Unit Owners or their tenants, or in any way injure or annoy them, or conflict with the laws relating to fires, or with the regulation of the fire department, or conflict with any of the rules and ordinances of the Board of Health.

4. Unit Owners shall be responsible for removal and disposal of trash and waste from their Units. All refuse shall be deposited in areas designated therefor by the Board of Directors.

5. All glass, locks and trimmings in or upon the doors and windows respectively, Property, shall be kept whole, and whenever any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order at the Unit Owner's expense to the satisfaction of the Board of Directors.

6. No part of the Property shall be occupied or used for sleeping or lodging purposes.

7. No part of the Property shall be occupied or used or in any way appropriated for gambling or unlawful or immoral purposes.

8. The Board of Directors shall in all cases retain the power to prescribe the weight and position of iron safes or other heavy articles.

9. The use of burning fluid, camphene, alcohol, kerosene or any other substance except gas or electricity for cooking on, lighting or heating the Property is prohibited.