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MASTER DEED ESTABLISHING

HILLSBORO QUARTERS CONDOMINIUMS

April 21, 2004

This Instrument Prepared by:
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THIS INSTRUMENT PREPARED BY:
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File No. 2378-5

MASTER DEED ESTABLISHING

HILLSBORO QUARTERS CONDOMINIUMS

THIS MASTER DEED is made as of the ____ day of April, 2004, by Craighead Patten Properties, a Tennessee joint venture, hereinafter referred to as "Developer," for itself, its successors, grantees, and assigns.

W I T N E S S E T H :

1. SUBMISSION TO CONDOMINIUM OWNERSHIP.

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

(b) The name by which this condominium is to be identified is "Hillsboro Quarters Condominiums", hereinafter called the "Condominium."

(c) The address of the Condominium is 4214 through 4248, (all even numbers) Hillsboro Road, Nashville, Davidson County, Tennessee 37215-3324.

(d) The land, which is hereby submitted to the condominium form of ownership, is fully described in Exhibit "A" hereto, which, by reference, is made a part

hereof as fully as if copied herein. The improvements to be located on such land shall include, but are not limited to, two buildings containing up to 18 residential condominium units, sidewalks, paved parking areas and landscaping improvements. This land as more particularly described in Exhibit "A" shall hereafter be referred to as the "Land."

(e) The description and identification of the separate apartment units is shown on the map of Hillsboro Quarters Condominiums, which is attached hereto as Exhibit "E" (the "Plat").

2. DEFINITIONS.

The terms used herein and in the Bylaws, which are attached hereto as Exhibit "C", shall have the following meanings:

(a) Apartment Building means one of the buildings containing Units.

(b) Assessment means a share of the funds required for the payment of Common Expenses and charges, which, from time to time, may be assessed against each Unit Owner by the Association.

(c) Association means Hillsboro Quarters Condominium Owners' Association, Inc., a Tennessee not for profit corporation, the entity responsible for the operation of the Condominium, and its successors. Copies of the Charter and Bylaws of the Association are attached hereto, and made a part hereof as Exhibit "B" and Exhibit "C", respectively.

(d) Common Elements means all of the real property, improvements, and facilities of the Condominium, including any additional or annexed phases, other than

the Units (as the same are hereinafter defined) which shall include, but not be limited to, the following:

(1) Land;

(2) All foundations, exterior walls, load bearing walls, roofs, columns, girders, beams and supports;

(3) All gardens, plants, trees, yards and landscaping;

(4) All parking area lights and parking areas; except that the Developer (during the Developer Control Period) or the Association may designate a specific separate parking space as a Limited Common Element for one (1) or more Units;

(5) Other space designed to serve the Condominium as a whole;

(6) All corridors, sidewalks, entrance areas and stairs located in the Apartment Buildings and all fixtures located therein;

(7) All pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within one Unit and serving only such Unit);

(8) All personal property held and maintained for the joint use and enjoyment of all the Unit Owners, all assignable leases of personal property, including but not limited to laundry equipment, and all assignable service contracts pertaining to the maintenance of the Common Elements;

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

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

(11) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Unit upon the Common Elements or any portion of the Common Elements upon the boundary of any Unit whether caused by the settlement of an Apartment Building or by minor inaccuracies in the Plat, or rebuilding any part of an Apartment Building, whether such encroachments now exist or hereafter may exist. All such easements shall continue until such encroachments shall cease to exist;

(12) Easements through or over the Units and any Limited Common Elements for the purpose of maintaining or repairing any portion of the Common Elements, any Limited Common Elements, or any Unit; and

(13) All other elements and improvements of the Land rationally of common use or necessary to the existence, upkeep and safety of the Condominium established by this Master Deed.

(e) Common Expenses means the following:

(1) Expenses of administration of the Condominium and the operations of the Association;

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

(3) Expense of Utility Services;

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

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

(f) Developer means Craighead Patten Properties, a Tennessee joint venture, its successors and assigns, provided such successors and assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(g) Developer Control Period means the period prior to the earlier of: (i) six (6) months following the date on which seventy-five percent (75%) of the Units have been conveyed to Unit Owners other than the Developer; or (ii) five (5) years after the date on which the first Unit has been conveyed to a Unit Owner other than the Developer.

(h) Eligible Mortgage Holders means those holders of a first mortgage on a Unit who have submitted a written request to the Association that the Association notify them on any proposed action requiring the consent of a specified percentage of Eligible Mortgage Holders.

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

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

(k) .Boundaries shall be defined as follows:

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

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

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

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

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

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

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

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

(iv) All air conditioning and heating equipment, patios, porches, exterior doors, windows, storm windows and screens, and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. In the event there is any question as to the allocation of any Limited Common Element, Developer retains the right to make such designation for a term of three (3) years or until Developer assigns such right to the Association, whichever event first occurs.

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

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

3. COMMON ELEMENTS AND COMMON EXPENSE LIABILITY.

(a) Each Unit Owner shall own an undivided interest in the Common Elements and shall be liable for payment of the percentage of Common Expenses equal to the percentage of the undivided interest in the Common Elements, calculated by allocating proportional percentage interests based upon each Unit's relative size in comparison to other Units; provided, however, that the Common Expenses incurred with respect to a Limited Common Element shall be paid by the Owners of the Unit or Units to which such Limited Common Element was assigned at the time the expense was incurred as provided in Paragraph 6 of this Master Deed.

(b) Any conveyance of an individual Unit shall be deemed to also convey the undivided interest of the Unit Owner in the Common Elements and Limited Common Elements pertaining to such Unit even if such conveyance does not specifically refer to such undivided interests. A conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an undivided interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

(c) The Association is hereby granted permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Condominium, including, without limitation, those easements set forth in Paragraphs 2 (d) (9) through (13).

4. MAINTENANCE AND ALTERATION OF UNITS.

(a) The Association shall maintain, repair and replace the following with respect to Units:

(1) Any portions of a Unit which contribute to the support of the Apartment Building in which the Unit is located, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls;

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services which are contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.

(b) The Association is hereby granted all necessary easements of access for maintenance and repair of Units. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

(c) The responsibilities of the Unit Owner with respect to maintenance of its Unit shall be:

(1) To clean, maintain, repair, and replace at its expense all portions of its Unit (except the portions to be cleaned, maintained, repaired and replaced by the Association) including, but not limited to, all built-in features, carpets, wall furnishings, all appliances, pipes, plumbing, fixtures, wires and conduits serving only its Unit;

(2) Not to make any changes, decorations or alterations of its Unit or any Limited Common Element allocated to its Unit that would affect the exterior appearance of any portion of an Apartment Building, except a patio or balcony floor surface which may be decorated by the Unit Owner pursuant to rules and regulations made by the Association. Unit Owners shall not decorate the glass windows of their Units or otherwise change the appearance of the windows as viewed from the exterior of the Unit, except for drapes, curtains, or window treatments which must comply with the rules and regulations adopted by the Association;

(3) To maintain the upper surface of any patio or balcony allocated to the Unit Owner and to keep the entire patio or balcony in an orderly and clean condition;

(4) To promptly report in writing to the Association any defect or need for repairs, the responsibility for which is that of the Association; and

(5) To comply with the requirements set forth in Paragraph 14 of this Master Deed with respect to the removal or reconstruction of partition walls between adjacent Units to be used or previously used as a single Unit.

(d) An easement is granted to each Unit Owner for the maintenance, repair and replacement of those items to be maintained by it, which may be located outside its Unit.

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

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

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

(a) The maintenance, operation and repair of the Common Elements and Limited Common Elements shall be the responsibility and the expense of the Association, except as follows:

(1) Each Unit Owner shall have the responsibility of maintaining and repairing all air conditioning and heating equipment serving its Unit, whether such equipment is located inside or outside the boundaries of the Unit, and

(2) Unit Owners with patios shall maintain their patios in an orderly and clean condition. Each Unit Owner shall maintain each door providing access to its patio or balcony.

(b) Except as reserved herein by Developer, there shall be no alteration or further improvement of the Common Elements without prior approval in writing by the owners of not less than sixty-seven percent (67%) of the total allocated vote of the Association, except as provided by the Bylaws, and any such alteration or improvement, if undertaken, shall not interfere with the rights of any mortgagee or Unit Owner. The shares of any cost of such alteration or improvement shall be assessed to the Unit Owners in accordance with their interest in the Common Elements. There shall be no change in the shares and rights of a Unit Owner in the Common Elements that are altered or further improved.

(c) The maintenance of the parking lot, including repaving, re-striping, and other routine maintenance shall be treated as a common expense notwithstanding the

designation of most of the Parking Spaces (as provided in Section 28 below) as Limited Common Elements. However, in the event that a special assessment specific to the parking lot becomes necessary, such special assessment shall allocated among the Units Owners in proportion to the number of Parking Spaces designated to each Unit. Any spaces designated as Guest parking shall be deducted from the total number of Parking Spaces before the calculation of such allocation.

6. ASSESSMENTS.

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

(b) Assessments, and installments thereon, paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the maximum rate allowed under applicable laws and shall be subject to a minimum of Fifteen Dollar ($15.00) late charge, but no less than 10% of the monthly assessment amount, or such other late charge amount as may be adopted by the Association. Unpaid Assessments shall be a lien upon the Unit(s) to which they pertain. All payments upon account shall be first applied to late charges, then interest and then to the assessment payment first due.

(c) The lien for unpaid assessments provided by the Condominium Act and this Master Deed shall also include reasonable attorneys' fees and all costs of collection and/or enforcement incurred by the Association incident to the collection of such assessment or enforcement of such lien.

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

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

(f) A purchaser of a Unit at a foreclosure sale conducted pursuant to a first mortgage shall be liable only for assessments coming due after the date such sale is held and for the prorata portion of the assessment due for the month in which such sale is held.

(g) In addition to the regular assessments provided above, each initial purchaser of a Unit from the Developer shall pay to the Association, at closing of the purchase of the Unit, a nonrefundable amount equal to two (2) months' regular assessments for the purpose of providing working capital to the Association. In the event that such working capital fee is not collected at closing, then the amount of the fee shall constitute a lien against the Unit, and the amount thereof shall bear interest from the date of closing at the maximum lawful rate until paid in full

7. POWER OF SALE TO ENFORCE ASSESSMENT LIEN.

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and the Limited Common Elements, the assumption of the obligations of Unit Owners set forth in this Master Deed by grantees as required hereunder, the receipt of which is hereby acknowledged, and to secure the payment of Assessments, interest, late charges and attorneys' fees as provided herein (hereinafter collectively referred to as the "Secured Charges"), a lien is expressly retained in favor of the Association on each and every Unit Owner's Unit and prorata interest in the Common Elements.

(b) For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is acknowledged, the Unit Owners, their respective heirs, successors, administrators, and assigns (hereinafter sometimes referred to, collectively, as "Trustors" and individually as "Trustor") hereby transfer and convey unto

John T. Cook, Trustee, a resident of Williamson County, Tennessee, his successors and assigns, their respective Units with the appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Paragraph 7.

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

(d) If a Trustor shall pay the Secured Charges when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the Secured Charges with respect to any Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County,

Tennessee, to sell said Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all exemptions of every kind, all of which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of the Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the Trustee will apply the proceeds as follows:

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

(2) Second, to the payment of all taxes that are due but unpaid with respect to such Unit;

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

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

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

8. RIGHTS OF MORTGAGE HOLDERS IN RELATION TO ASSESSMENTS.

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

(b) The holder of a first mortgage, upon request, shall be notified by the Association in writing of any default by the mortgagor of a Unit in the performance of such mortgagor's obligations under the condominium documents that is not cured within sixty (60) days.

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

9. ASSOCIATION.

(a) Organization. The operation of the Condominium shall be by the Association, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(1) The members of the Association shall be the Unit Owners, as set forth in the attached Bylaws.

(2) The Bylaws of the Association shall be in the form attached as Exhibit "B" as amended in accordance herewith.

(3) The Association shall be incorporated under a Charter in the form attached as Exhibit "C" as amended in accordance herewith.

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

(5) Whenever the decision of a Unit Owner is required under any matter, whether or not the subject to an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner if in an Association meeting.

(b) Books and Records. The Association shall maintain current copies of this Master Deed, the Charter, the Bylaws, and all rules and regulations concerning the Condominium, as well as its own books, records, and financial statements, all of which shall be available for inspection by Unit Owners or by holders, insurers, and guarantors of first mortgages that are secured by one or more Units. Each of these documents shall be

available for inspection during normal business hours at the address of the Association for its manager.

(c) Financial Statements. If the Condominium consists of fifty (50) or more Units, then the Association will make available to the holder, insurer, or guarantor of any first mortgage that is secured by a Unit, upon submission of a written request, an audited financial statement pertaining to the Association for its preceding fiscal year. Such an audited financial statement will be prepared for each of the Association's fiscal years and shall be made available for inspection not later than one hundred twenty (120) days after the end of each pertinent fiscal year. If the Condominium consists of fewer than fifty (50) Units, and there is no audited statement available, then the holder, insurer, or guarantor of any first mortgage secured by a Unit may, at its expense, have an audit of the books, records and financial statements of the Association prepared and delivered both to it and to such holder, insurer or guarantor.

(d) Association's Right to Purchase at a Foreclosure Sale. Upon the prior written consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements, the Association shall have the power and authority to purchase any Unit, or interest therein, at a sale pursuant to this Declaration, a mortgage foreclosure, a foreclosure of the lien for Common Expenses or Assessments, or an order or direction of a court, or at any other involuntary sale.

(e) Financing of Purchase by Association. The Association shall have authority to arrange such financing as the Association may deem desirable in order to consummate the purchase of a Unit by the Association; however, no such financing

arrangement may be secured by an encumbrance on any interest in property other than the Unit to be purchased and the interest in the Common Elements appurtenant thereto.

(f) Miscellaneous.

(1) The Association shall hold or lease any Unit owned in the name of the Association, or a nominee thereof designated by the Association, for the benefit of all Unit Owners. The Association shall have authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Association shall deem desirable, but in no event shall such a Unit be sold for less than the amount paid by the Association to purchase the Unit, unless Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements first authorize the sale for such lesser amount.

(2) All notices referred to or required under this Paragraph 19 shall be given in writing by certified mail return receipt requested or by personal service.

(3) The Association may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 9, for the purpose of implementing and effectuating this paragraph.

10. INSURANCE.

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

(1) Multi-peril, all-risk, fire and extended coverage insurance covering the entire Condominium, all improvements upon the Land, all buildings, all additions and extensions attached thereto, all appliances, fixtures, machinery and

equipment constituting a permanent part of the Apartment Buildings whether located within or outside the boundaries of individual Units and whether such appliances, fixtures, machinery and equipment are owned in common or owned by an individual Unit Owner (excluding all improvements and additions to Units made by Unit Owners after the creation of the Condominium and personal property contents of the Units) and all personal property included in the Common Elements and Limited Common Elements. The multi-peril, all-risk policy purchased by the Association shall provide fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The face amount of such policy or policies shall not be less than one hundred percent (100%) of the insurable value (based upon replacement cost) of the Apartment Buildings. Each policy shall contain the following endorsements: Inflation Guard, Building Ordinance or Law, Guaranteed Replacement Cost, Agreed Amount, Steam Boiler and Machinery Coverage (if applicable). Such insurance coverages may exclude foundation and excavation costs, but shall afford protection against loss or damage as is commonly covered by a multi-peril, all-risk type policy with fire and extended coverage endorsements, and such other risks as are customarily covered with respect to buildings similar to the Apartment Buildings. The multi-peril, all-risk insurance shall be purchased by the Association for the use and benefit of individual Unit Owners and their mortgagees. The Association shall issue certificates of insurance to each Unit Owner showing and describing the insurance coverage for the interest of each such Unit Owner, and shall develop procedures for the issuance, after request, of a certified copy of the policy together with standard mortgagee endorsement clauses to the mortgagees of Unit

Owners. Each policy shall waive rights of subrogation as between Unit Owners. To the extent that Unit Owners are covered by multi-peril, all-risk insurance policies purchased by the Association, or by themselves, they shall not be liable for damage caused by their acts, or negligent acts of others that cause damage to the Common Elements, Limited Common Elements, or another Unit.

(2) Public liability insurance shall be secured in such amounts and with such coverage as shall be determined by the Association but such policy or policies shall be in an amount not less than One Million Dollars ($1,000,000.00) per occurrence, including, but not limited to, hired automobile and non-owned automobile, with cross-liability endorsement to cover liabilities of the Unit Owners as a group to individual Unit Owners;

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

(4) Directors and officers liability insurance in an amount determined by the Association, but not less than Two Hundred Fifty Thousand Dollars ($250,000.00) per occurrence; and

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

(b) The Association shall give each Unit Owner thirty (30) days written notice prior to making any change in the carrier, type of coverage, or policy limits of any insurance policy maintained by the Association.

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

"Hillsboro Quarters Condominium Owners' Association, Inc. for use and benefit of the Individual Unit Owners." Each policy shall contain, or have issued in connection therewith, a loss payable clause which shall provide any proceeds due shall be paid to the Insurance Trustee, as hereinafter defined, subject to the provisions of this Master Deed for the use and benefit of the mortgagees of individual Units, if any, and Unit Owners as their interests may appear.

(d) All hazard insurance policies shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of B-9 or better.

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

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

11. RESPONSIBILITIES OF INSURANCE TRUSTEE.

(a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to any bank in Tennessee which is selected by the Association as a Trustee, which bank is herein referred to as the Insurance

Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.

(b) The duty of the Insurance Trustee shall be to receive insurance proceeds or condemnation awards paid as a result of casualty or condemnation, and to hold them in trust for the benefit of the mortgagees of individual Units, if any, and Unit Owners, as their interests may appear. The Insurance Trustee will act on behalf of each Unit Owner in connection with the settlement of any condemnation awards or insurance claims, and each Unit Owner hereby appoints the Insurance Trustee as attorney-in-fact for this purpose. An undivided share of such proceeds on account of damages to Common Elements (whether by casualty or condemnation) shall be allocated to the Unit Owners according to their ownership interest in the Common Elements set forth in Paragraph 3. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the named mortgagee and the Unit Owner as their interests may appear.

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

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

(1) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be expended as provided in Paragraph 13. Any proceeds remaining after payment of repair or reconstruction expenses shall be distributed to the beneficial owners, with remittances to Unit Owners and mortgagees of

Units being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(2) If it is determined, as provided in Paragraph 12, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the mortgagees of Units, if any, and Unit Owners as their interests may appear. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

(3) In making distributions to Unit Owners and mortgagees, the Insurance Trustee may rely upon a certificate executed (i) by the Association as to the names of the Unit Owners, and (ii) by each of the mortgagees as to their respective shares of the distribution.

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

(a) If Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined under Paragraph 20 that the Condominium shall be terminated.

(b) If the Apartment Buildings are damaged, and if Units with more than one-third (1/3) of the Common Elements appurtenant thereto are found by the Association to be tenantable, then the damaged property shall be reconstructed or repaired, unless, within sixty (60) days after the casualty, it is determined under Paragraph 20 that the Condominium shall be terminated.

(c) If the damaged property is the Apartment Buildings, and if Units with more than two-thirds (2/3) of the Common Elements appurtenant thereto are found by the Association not to be tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated under Paragraph 20, unless, within sixty (60) days after the casualty, all the Unit Owners and Eligible Mortgage Holders holding mortgages on not less than fifty-one percent (51%) of the Units agree in writing to such reconstruction or repair.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings or if not, then according to plans and specifications aesthetically compatible with the Apartment Buildings and Common Elements prior to the damage and approved by the Association, which approval shall not be unreasonably withheld or delayed.

13. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

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

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

(c) If the proceeds of insurance are not sufficient to satisfy the estimated costs of reconstruction and repair, assessments shall be made against the Unit Owners who own the damaged property, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during or following the completion of construction. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's ownership interest in the Common Elements.

(d) If the amount of the estimated costs of reconstruction and repairs for which the Association is responsible is more than Thirty Thousand Dollars ($30,000.00) in excess of the amount of insurance proceeds available for such reconstruction or repair, the assessments paid to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(e) Notwithstanding anything to the contrary herein contained, the Association has a right of entry into any Unit in order to perform emergency repairs or to do other work necessary for the maintenance of the Condominium.

14. USE RESTRICTIONS. The use of the Condominium shall be in accordance with the following provisions:

(a) Each of the Units shall be occupied only by (i) a family or individuals, as a residence, or (ii) the guests of Unit Owners, as lodging, and for no other purpose. Units may be leased in accordance with Paragraph 18, below.

(b) No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

(c) Two or more adjoining Units may be used as a single Unit subject to the use restrictions of this Paragraph 14. The Common Elements located between and separating two or more adjacent Units used together may be altered or removed to afford ingress and egress to and from such Units to enhance the use of such Units as a single Unit. The Unit Owner's rights to use this portion of the Common Elements shall be pursuant to a license agreement with the Association subject to the following conditions:

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

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

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

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

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

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

15. DEVELOPER'S UNITS AND PRIVILEGES.

(a) Notwithstanding anything herein to the contrary, the Developer is irrevocably empowered to sell, lease, or rent Units to any person approved by it. Developer shall have the right to transact, on the Land, any business necessary to consummate the sale or lease of Units, including, but not limited to, the right to post signs, maintain a sales office, to use the Common Elements and to show Units. Signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Developer.

(b) Until Developer shall have sold all of the Developer's Units, neither the Unit Owners, nor the Association, nor the use of the Condominium property, shall interfere with the sale of those Units, and, so long as there are Units owned by the Developer, the Developer shall be Owner thereof under the same terms and conditions as other Unit Owners, save for the additional rights contained in this paragraph, including the privilege to vote and the duty to pay assessments on the Units so held.

(c) The Developer shall have the right, prior to the termination of the Developer Control Period, to grant and reserve easements and rights of way through, under, over and across the Land, and any part thereof, for construction purposes, and for the installation, maintenance, and inspection of the lines and appurtenances for public and private water, sewer, drainage, gas, electricity, telephone, and other utilities, and such other easements as the Developer deems necessary and/or proper for the construction, upkeep, and maintenance of improvements upon or constituting the Common Elements. At the conclusion of the Developer Control Period, this right shall automatically vest in the Association.

16. NOTICE OF MORTGAGE LIEN OR SUIT.

(a) A Unit Owner shall give notice to the Association of every lien upon its Unit within ten (10) days after the attaching of the lien.

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

(c) Failure to comply with this Paragraph 16 will not affect the validity of any mortgage or the enforcement thereof at any public or judicial sale.

17. COMPLIANCE, DEFAULT AND REMEDIES.

(a) By taking title to a Unit, each Unit Owner agrees to be, and shall be, governed by, and shall comply with, the terms of this Master Deed, the Charter, Bylaws and rules and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default hereunder by a Unit Owner shall entitle the Association to the relief described in subparagraphs (b) and (c) of this Paragraph 17, in addition to any other remedies provided by the Condominium Act. Such a default shall entitle other Unit Owners to the relief described in subparagraph (b) of this Paragraph 17.

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

by use, misuse, occupancy, or abandonment, of a Unit, or its appurtenances. In any proceeding arising because of an alleged default hereunder by a Unit Owner, the party substantially prevailing in obtaining the relief sought shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

(c) In the event of any violation of the provisions of the Act, this Master Deed, Bylaws, or rules and regulations of the Association by any Unit Owner (either by its own conduct or by the conduct of any occupant of its Unit), the Association, or its successors or assigns, shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Master Deed, Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as provided hereinafter in this subparagraph (c), or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest rate allowed by applicable law, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective shares of the Common Expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of Common Expenses, upon the Unit and its appurtenant interest in the Common Elements, upon all of the Unit Owner's additions and

improvements thereto, and upon all of the Unit Owner's personal property in his Unit or located elsewhere on the Land; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit, to the extent hereinabove set forth in Paragraph 8 hereof. In the event of any such default by any Unit Owner, the Association and the Manager or Managing Agent, if so authorized by the Association, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association.

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

(1) to enter the Unit, or any portion of the Condominium upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass;

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

(3) to take possession of such Unit Owner's interest in the Land and to maintain an action for possession of such Unit in the manner provided by law.

(e) If any Unit Owner (either by its own conduct or by the conduct of any other occupant of its Unit) shall violate the Condominium Act, or any of the covenants, restrictions or provisions of this Master Deed, the Bylaws, or the rules and regulations adopted by the Association, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Association, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Association, then the Association shall have the power to issue to the defaulting Unit Owner a notice in writing terminating the rights of that Unit Owner to continue as a Unit Owner and to occupy, use, or control its Unit, and thereupon an action in equity may be filed by the Association against said defaulting Unit Owner for a mandatory injunction against such defaulting Unit Owner or occupant, or in the alternative, for a decree declaring the termination of that Unit Owner's right to occupy, use, or control its Unit on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in such Unit and its interest in the Common Elements be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring the interest at such judicial sale. The proceeds of any judicial sale shall first be paid to discharge court costs, court reporter's charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner

in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of the sale, the purchaser shall be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Unit and the Common Elements subject to this Master Deed.

(f) The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Master Deed, the Charter, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of any such covenant, restriction or provision or of the right to demand enforcement at a later time.

(g) Notwithstanding any term or provision of this Paragraph 17, the Association shall obtain the written consent of a majority of the members prior to the Association's exercise of any of the remedies provided in this Paragraph 17 to terminate the rights of a Unit Owner to occupy, use or control the Unit owned by it, other than for non-payment of Assessments.

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

(a) Leases. A true and complete copy of every lease, rental, or other agreement for the occupancy of a Unit (a "Unit Lease") shall be furnished to the Association before the tenant takes occupancy thereunder. Every Unit Lease shall be in writing and shall provide that the lessee thereunder shall be bound by and subject to all of

the obligations of and restrictions upon the Unit Owner under this Master Deed, the Bylaws and the rules and regulations of the Association. A copy of those rules and regulations shall be attached to each Unit Lease and shall be delivered by the Unit Owner to the lessee. The Unit Owner making a Unit Lease shall not be relieved from any of its obligations under this Master Deed. No Unit Lease may be for a term of less than thirty (30) days. The Association may require that a Unit Owner which leases its Unit place on deposit with the Association such reasonable sums as the Association may require to be used as an indemnity against loss or damage to the Common Elements which might be caused by such Unit Owner's lessee. The terms of the indemnity shall be satisfactory to the Association. The Association shall furnish the Unit Owner a written notice to make the deposit. If the Unit Owner fails to comply with the terms of the notice within ten (10) days from the date the notice is mailed to it, the Association at its option, may elect to terminate the Unit Lease. The Association shall give Unit Owner and its lessee written notice of such election. Within ten (10) days after that notice is mailed to the Unit Owner's last known address, or within ten (10) days after that notice is delivered to the Unit subject to the Unit Lease, whichever shall last occur, the lessee shall vacate the Unit and Unit Owner shall take such further action as may be necessary to insure that the lessee vacates the Unit.

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

19. AMENDMENTS.

(a) This Master Deed may be amended in the following manner:

(1) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered.

(2) Directors and members not present in person or by proxy at the meeting in which the amendment is considered may express their approval in writing, providing such approval is delivered to the Association at or prior to the meeting. The proposed amendment must be approved by not less than sixty-seven percent (67%) of the votes of the membership of the Association eligible to vote in order for the proposed amendment to be adopted.

(b) Notwithstanding the foregoing, amendments of a material nature must be approved by Unit Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the provisions governing the following will be considered an amendment of a material nature:

(1) voting rights;

(2) Assessments, assessment liens, or the priority of assessment liens;

(3) reductions in reserves for maintenance, repair, and replacement of Common Elements;

(4) responsibility for maintenance and repair;

(5) reallocations of interests in the Common Elements or Limited Common Elements, or rights to their use;

(6) redefinition of any Unit boundaries;

(7) convertibility of Units into Common Elements or vice versa;

(8) expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;

(9) hazard or fidelity insurance requirements;

(10) imposition of any restrictions on leasing of Units;

(11) imposition of any restrictions on a Unit Owner's right to sell or transfer its Unit;

(12) a decision by the Association that consists of fifty (50) or more Units to establish self-management if professional management had been required previously by this Master Deed, the Charter, or the Bylaws, or by an Eligible Mortgage Holder;

(13) restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in this Master Deed; or

(14) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

The approval of an Eligible Mortgage Holder to a proposed amendment may be assumed if that Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

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

(d) Amendments Annexing Additional Phases. In addition to the above allowable amendments, during the time period commencing on the recording of this Master Deed and ending seven years later, the Developer may, but shall not be obligated to, incorporate the additional area described on Exhibit "F" as an additional phase of the horizontal property regime governed by this Master Deed, such additional phase to include no more than 15 additional Units. Prior to the annexation of such additional phase, the Developer, or its assigns, shall have substantially completed all improvements intended for the additional phase, which improvements shall be consistent with the original development in structure type and quality of construction. The annexation of such additional phases shall be accomplished by the unilateral execution by Developer, and recording, of an amendment to this instrument setting forth the additional real property to be brought within the provisions of this Declaration and reciting that it shall be held and conveyed subject to the provisions hereof as an additional phase or phases of Hillsboro Quarters Condominiums. Upon the addition of additional Units to the Hillsboro Quarters Condominiums, then the percentage ownership in the Association of the Unit Owners shall be automatically adjusted so that each Unit Owner owns an equal undivided

ownership interest in the Association and the expanded development. From and after the recording of such amendment adding the additional phase, each Unit Owner in the annexed area shall be and become equally liable for all assessments assessed by the Association notwithstanding the fact that such additional Units are newer than the original Units. Upon such recording, each Unit Owner in the annexed area shall immediately be vested with full voting rights in the Association and the total number of votes held by members of the association, and the undivided interests in the total Common Elements, shall be adjusted to equal the total number of Units, including both the original Units and the annexed Units, so that all Units have the same vote and undivided interest. All Unit Owners, whether in the original regime or those in the additional phase, shall have and enjoy all of the Common Elements, including without limitation, the easements included therein.

20. TERMINATION. The Condominium may be terminated as follows:

(a) In the event it is determined under Paragraph 12(c) that damaged property shall not be reconstructed because of substantial loss in accordance with T.C.A. § 67-27-118 as amended, the Condominium shall be terminated.

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

21. OPTION TO EXPAND CONDOMINIUM.

(a) The Developer hereby explicitly reserves an option, until the seventh (7th) anniversary of the recordation of the first deed with respect to a Unit from Developer to a third party to expand the Condominium from time to time without the additional consent of any Unit Owner or any mortgagee. The option to expand may be terminated prior to such anniversary only upon filing by the Developer of an amendment to this Master Deed so stating. The Developer reserves the right to add any or all of the Parcels at any time, at different times, in any order, without limitation. There are no other limitations on the option to expand except as set forth in this Paragraph 21. By the acceptance and recording of a deed to his or her Unit, each Unit Owner will be deemed (i) to have consented to the actions permitted in this Paragraph 21, and (ii) to have granted to the Developer an irrevocable power of attorney granting to the Developer the right and authority to execute on behalf of such Unit Owner, and to record, any amendments to this Master Deed, the Plat, or any other documents, either necessary or desirable to expand the Condominium, provided, however, that such amendments and/or documents must not be inconsistent with either this Master Deed or T.C.A. § 66-27-107, as amended.

(b) The Developer makes no assurances as to the location of improvements on the Parcels, whether or not the same become additions to the Land and the Condominium. At such time as the Condominium is expanded, the maximum number of Units on the Land will not exceed the number permitted by applicable law. The Developer makes no assurances as to what improvements may be constructed on the Land following inclusion of a Parcel, but such improvements constructed by the Developer will be reasonably compatible in quality, materials, and style with the then

existing improvements on the Land. No assurances are made by the Developer as to the size or type of Units that may be created in the future on the Land following inclusion of a Parcel. All improvements intended for Parcels to be annexed shall be substantially completed prior to annexation. The Developer expressly reserves the right to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The Developer makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements. The allocation of Common Element interests in the Land after any expansion of the Condominium shall be recomputed according to the ratio that the area of each individual Unit bears to the total area of all Units in the aggregate. If the Developer does not add, or adds and then subsequently withdraws, any Parcel, the Developer shall nevertheless have the right to construct all or any portion of any building on the Parcels, or on any Parcel, and operate the same without restriction, except as otherwise provided by applicable law.

22. FURTHER ASSURANCES FOR FIRST MORTGAGEES. In addition to all other rights as may be provided herein or in the Condominium Act, the following provisions shall be complied with regarding the Condominium:

(a) Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or deed of trust, or upon foreclosure of the mortgage or deed of trust or upon receiving a deed (or assignment) in lieu of foreclosure will be exempt from the provisions of Paragraph 18 relating to the rights of the Association upon transfer of a Unit. Specifically, and without limitation upon the above provisions of

subparagraph (a), the Master Deed, the attached Bylaws, or any other of the Condominium's constituent documents shall not impair the rights of a first mortgagee to:

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

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

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

(b) Condominium Assessments 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.

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

(d) Except for the initial Management Agreement referred to in Paragraph 23 of this Master Deed, and any renewals thereof, any agreement for professional management of the Condominium, or any other contract providing for services by Developer, shall comply with the following:

(1) No such agreement shall have a term greater than three (3) years;

(2) Any such agreement must provide for termination by either party without cause and without payment of a termination fee on not less than ninety (90) days written notice.

(e) The Association, upon receiving notification from an Eligible Mortgage Holder shall provide notice in writing to such Eligible Mortgage Holder, or to such other entity as it may direct, of any loss to, or taking of, the Common Elements of the Condominium if such loss or taking exceeds Twenty Thousand Dollars ($20,000.00), or damage to a Unit covered by such mortgage if such loss or taking exceeds Two Thousand Dollars ($2,000.00).

(f) Eligible Mortgage Holders shall have the right, upon written request, to receive written notice from the Association of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

23. PROFESSIONAL MANAGEMENT. The Condominium shall at all times be managed professionally by a management company pursuant to a written agreement. Initially, the Association shall enter into a management contract with Hostettler, Neuhoff & Davis, LLC, including its successors and assigns, ("Managing Agent") for the professional management of the Condominium. The initial management contract shall have an initial term of one (1) year, and shall grant to the Association the unilateral option to renew such contract for a period of two (2) additional years. Both the Association and

the Managing Agent shall have the right to terminate the management contract at any time, without or without cause, upon not less than ninety (90) days prior written notice to the other. No termination fee shall be required of either party upon the giving of such notice. The fees charged by the Managing Agent for its management services shall at all times be reasonable in comparison with the fees charged for similar services in the Nashville and Davidson County, Tennessee area.

24. SPECIAL SERVICES FOR NON-OWNER OCCUPIED UNITS. The Association shall have the right to offer special services to the Unit Owners of all non-owner occupied Units. These services shall include showing and leasing Units, and arranging for interior maintenance and repair work to be performed at the cost of the Unit Owner. These services will be optional to the Unit Owners and may be canceled with respect to any Unit Owner upon written notice by the Unit Owner to the Association. The fees for these services shall be set by the Association.

25. NON-LIABILITY OF THE DEVELOPER, DIRECTORS AND OFFICERS OF THE ASSOCIATION. The Developer, and its constituent members, and the directors and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Developer, director or officer, except for any acts or omissions found by a Court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, officers, and Developer, and their respective heirs,

executors, administrators, successors and assigns, in accordance with the provisions of Paragraph 8 of the Bylaws.

26. FORM OF DEED. The form of deed which will be used to convey Units to the Unit Owners under the terms of this Master Deed shall be substantially in accordance with the form which is attached hereto as Exhibit "D," which is incorporated herein by reference.

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

28. ASSIGNMENT OF PARKING SPACES. Each Unit shall be assigned one or more designated parking spaces as reflected on the Plat, and as further listed on the attached Exhibit "G". Such designated space(s) (each a "Parking Space") shall be for the exclusive use of the Owner of the Unit to which it is designated, and their guests and invitees, and shall be a Limited Common Element to serve only the Unit so designated. Any parking space designated as "Guest" shall be limited to temporary parking for a non-resident while visiting the Condominium. The Owner of the Parking Space shall be entitled to exercise control over such Parking Space and shall be authorized to arrange towing of any vehicle which makes unauthorized use of a Parking Space. The Unit Owner shall not be responsible to the owner of any unauthorized vehicle which might be

unintentionally damaged as a result of any towing activities. Additionally, the Association shall be entitled to enforce the proper use of the Parking Spaces and any cost(s) incurred by the Association in providing such enforcement, together with a per occurrence fine in an amount to be determined by the Association (with a minimum of $25.00), shall be collectable from any Owner who violates, or whose guests or invitees violate, the proper use of the designated of Parking Spaces provided herein. Such collection authority shall include the addition of such cost(s) and fine(s) to the assessments applicable to the violating Owner's Unit.

IN WITNESS WHEREOF, Craighead Patten Properties, a Tennessee joint venture, as owner of the real estate herein described has executed this Master Deed as of the 21 day of April, 2004.

CRAIGHEAD PATTEN PROPERTIES,
a Tennessee joint venture

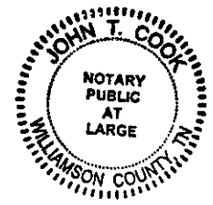
By: Craighead Development LLC,
Managing Venturer

By: Carla Yarbrough
Its Asst. Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared Carl A. Neuhoff, Jr., 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 Asst. Chief Manager of CRAIGHEAD DEVELOPMENT, LLC, a Tennessee limited liability company (the "LLC"), and who further acknowledged the LLC, to be the Managing Venturer of CRAIGHEAD PATTEN PROPERTIES, the within named bargainor, a Tennessee joint venture, and that he as such Asst. Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing for and in behalf of the LLC by himself as such Asst. Chief Manager, said LLC signing as Managing Venturer.

Witness my hand and seal, at office in Nashville, Tennessee, this 21 day of April, 2004.



Comm. Expires 04/10/05

Notary Public
My Commission Expires: 4/10/05

INDEX OF EXHIBITS

Exhibit "A"	Legal Description
Exhibit "B"	Charter of Hillsboro Quarters Condominium Owners' Association, Inc.
Exhibit "C"	Bylaws of Hillsboro Quarters Condominium Owners' Association, Inc.
Exhibit "D"	Warranty Deed
Exhibit "E"	Plat
Exhibit "F"	Legal Description of Annexable Area
Exhibit "G"	Parking Assignments

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land lying in Nashville, Davidson County, Tennessee, also being Lots 56 and 57 on the Map of Hollywood Place, of record in Plat Book 547, Pages 85 and 86, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an existing concrete right-of-way monument at the intersection of the southerly right-of-way line of Hillsboro Pike and the easterly right-of-way line of Castleman Drive; thence, with the southerly right-of-way line of Hillsboro Pike with a curve to the left having a radius of 5779.58 feet, a length of 156.84 feet, a central angle of 01 degrees 33 minutes 18 seconds and a chord bearing and distance of North 48 degrees 05 minutes 11 seconds East, 156.84 feet to an existing iron rod at a corner common with Carleen B. Waller of record in Deed Book 8232, Page 430, in the Register's Office for Davidson County, Tennessee.

Thence, leaving the southerly right-of-way line of Hillsboro Pike with the westerly property line of Carleen B. Waller, South 48 degrees 56 minutes 12 seconds East, 173.56 feet to an iron rod set at a corner common with Betsy P. Schaffer, of record in Instrument No. 20011019-0114458, in the Register's Office for Davidson County, Tennessee.

Thence, with the northerly property line of Betsy P. Schaffer, South 42 degrees 39 minutes 08 seconds West, 261.01 feet to an iron rod set in the easterly right-of-way line of Castleman Drive;

Thence, with the easterly right-of-way line of Castleman Drive North 26 degrees 10 minutes 30 seconds West, 171.30 feet to an existing concrete right-of-way monument;

Thence, with the easterly right-of-way line of Castleman Drive, North 05 degrees 48 minutes 34 seconds East, 47.72 feet to the point of beginning, containing 40,198 square feet or 0.923 acres, more or less, according to the survey dated November 18, 2002, of R. Scot Cherry, R.L.S., Tennessee License No. 1512, Cherry Land Surveying, 622 West Iris Drive, Nashville, Tennessee, 37204, Project No. 02371 BB.

Being the same property conveyed to Craighead Patten Properties, a Tennessee joint venture, by deeds of record as Instrument Nos. 20030415-0050404 and 20030415-0050405, Register's Office for Davidson County, Tennessee.

Exhibit "B"

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 03/25/04
REQUEST NUMBER: 5082-2355
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 03/25/04 1025
EFFECTIVE DATE/TIME: 03/25/04 1025
CONTROL NUMBER: 0466265

TO:
JOHN T COOK PC
2927 BERRY HILL DR

NASHVILLE, TN 37204

Davidson County CHARTER
Recvd: 03/30/04 11:42 3pgs
Fees:7.00 Taxes:0.00
[redacted]
20040330-0035515

RE:
HILLSBORO QUARTERS CONDOMINIUM OWNERS' ASSOCIATION, INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 03/25/04

FROM:
JOHN T. COOK, P.C.
2927 BERRY HILL DR.

NASHVILLE, TN 37204-0000

	FEES	
RECEIVED:	$100.00	$0.00
TOTAL PAYMENT RECEIVED:		$100.00

RECEIPT NUMBER: 00003466289
ACCOUNT NUMBER: 00203911

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

SS-4458

CHARTER

OF

HILLSBORO QUARTERS CONDOMINIUM OWNERS' ASSOCIATION, INC.

The undersigned natural person, having capacity to contract, and acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, adopts the following Charter for such corporation:

1. The name of the corporation is Hillsboro Quarters Condominium Owners' Association, Inc.

2. The corporation is a mutual benefit corporation.

3. The corporation is not a religious corporation.

4. The corporation will have members.

5. The address of the corporation's initial registered office is:

   2927 Berry Hill Drive
   Nashville, Davidson County, Tennessee 37204.

6. The name of the initial registered agent at that office is:

   John T. Cook.

7. The name and complete address of the Incorporator is:

   Carl A. Neuhoff, Jr.
   700 Craighead Street, Suite 305
   Nashville, Davidson County, Tennessee 37204-2254.

8. The address of the initial principal office of the corporation is:

   700 Craighead Street, Suite 305
   Nashville, Davidson County, Tennessee 37204-2254.

9. The corporation is not for profit.

FILED
2004 MAR 23 AM 10:25
SECRETARY OF STATE

10. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to such similar purposes.

11. The duration of the corporation is perpetual.

12. The purpose for which the corporation is organized is to provide an entity, pursuant to Title 66, Chapter 27, Section 101 et seq., as amended, of Tennessee Code Annotated, which may hereinafter be referred to as the "Condominium Act," for the operation and administration of the Hillsboro Quarters Condominiums, hereinafter referred to as the "Condominium".

13. No director of the corporation shall have any liability to the corporation or to its members for monetary damages for breach of fiduciary duty as a director, provided, however this provision shall not eliminate or limit the liability of any director of the corporation: (i) for any breach of the director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for violation of T.C.A. §48-58-304.

14. Upon dissolution of the corporation other than incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or organization, to be devoted to such similar purposes.

This 17th day of March, 2004.

Carl A. Neuhoff, Jr., Incorporator

HillsboroQuartersCharter.doc

Exhibit "C"

BYLAWS

OF

HILLSBORO QUARTERS CONDOMINIUM OWNERS' ASSOCIATION, INC.

a Tennessee not for profit corporation

1. Identity.

(a) These are the Bylaws of Hillsboro Quarters Condominium Owners' Association, Inc. (the "Association"), a not for profit corporation, incorporated under the laws of the State of Tennessee, the Charter of which was filed in the Office of the Secretary of State of Tennessee on the 25th day of March, 2004, and is of record in that office under Document Reference 5082-2355, and is also of record in the Office of the Register of Davidson County, Tennessee, as Instrument Number 20040330-0035515.

(b) The Association has been organized for the purpose of administering a horizontal property regime (the "Condominium") established by a Master Deed of record on Instrument 200404_____-_____, Register's Office of Davidson County, Tennessee, herein called the "Master Deed," pursuant to Title 66, Chapter 27, Sections 101 et seq., as amended, Tennessee Code Annotated (the "Condominium Act"). The Condominium is identified by the name Hillsboro Quarters Condominiums.

2. Members. The members of this Association shall be Craighead Patten Properties, a Tennessee joint venture ("Developer") and all subsequent Unit Owners in the Condominium.

3. Meeting of Members.

(a) The members of the Association shall have an annual meeting. The first annual meeting of the members shall be held, at the office of the Association or other place to be designated by the Board of Directors, on May 11, 2004, at 7:00 o'clock p.m. or at such other time designated by the Board of Directors. Thereafter, the annual meeting of members shall be held on the second (2nd) Tuesday in each May at 7:00 p.m., or as otherwise scheduled by the Board of Directors.

(b) Special meetings of members shall be held whenever called by the President, any Vice-President, or by a majority of the Board of Directors, and

must be called by any such officer upon his or her receipt of a written request for a meeting from members entitled to cast not less than one-third (1/3) of the votes of the entire membership.

(c) Notice of each members' meeting, stating the time and place, and at least a general description of the objects for which the meeting is called, shall be given by the President, Vice-President or Secretary. Such notice shall be in writing to each member at his or her address as it appears on the books of the Association, and shall be mailed postage prepaid not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may waive notice of any meeting before or after the meeting.

(d) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in subparagraph (c) of this Paragraph 3.

(e) The aggregate number of votes for all Unit Owners shall be equal to the number of Units and one (1) vote shall be allocated to each Unit.

(f) If a Unit is owned by one (1) person, his or her right to vote shall be established by the record title to his or her Unit. If a Unit is owned by more than one (1) person, then the person entitled to cast the vote for the Unit must be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, limited liability company or other entity, then the person entitled to cast the vote for the Unit shall be designated by a certificate of the Unit Owner of that Unit in form reasonably acceptable to the Board of Directors and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Unit Owner at any time.

(g) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote, but must be in writing and signed by the person, or persons, authorized to vote. They shall be valid only for the particular meeting designated and must be filed in form reasonably acceptable to the Board of Directors with the Secretary before the appointed time of the meeting.

(h) The presence of a quorum is required at members' meetings to adopt decisions, except where approval by a greater number of members is required by the Master Deed, Charter, or these Bylaws.

(i) The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(1) election of a chairman of the meeting, if the President is unavailable to preside;
(2) calling of the roll and certifying of proxies;
(3) proof of notice of meeting or waiver of notice;
(4) reading and disposal of any unapproved minutes;
(5) reports of officers;
(6) reports of committees;
(7) election of Directors;
(8) unfinished business;
(9) new business; and
(10) adjournment.

4. Directors.

(a) The affairs of the Association shall be managed by a Board of Directors. Until the conclusion of the Developer Control Period (as defined in the Master Deed), the initial Board of Directors shall consist of Jeffrey D. Davis, William R. Hostettler, and Carl A. Neuhoff, Jr. The Developer may, but shall not be obligated to do so, appoint an Advisory Board of Directors, consisting of three (3) Unit Owners during the term of the initial Board of Directors. Such Advisory Board shall have no authority to manage the affairs of the Condominium, but may, upon invitation, meet with the Board of Directors from time to time. After the Developer Control Period the Board of Directors shall consist of three (3) persons, all of whom shall be Unit Owners, or, in the event any Unit shall be owned by a partnership, corporation, limited liability company or fiduciary, such person shall be a partner, an officer of the company, the fiduciary, or an officer of the fiduciary, as the case may be. The initial Board of Directors shall serve without compensation. Thereafter, the compensation, if any, of the Directors shall be as fixed by the vote of a majority of the Unit Owners.

(b) At the first meeting of the members of the Association following the Developer Control Period, three (3) persons shall be elected to serve as the Board of Directors. The term of office of those elected shall be two (2) years. The election shall be by ballot and by a plurality of the votes cast, each member voting must cast his or her vote(s) for as many nominees as there are vacancies to be filled, but there shall be no cumulative voting.

(c) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors until the earlier of (i) the next

annual meeting of the members, and (ii) the date of a special meeting called pursuant to these Bylaws for the purpose of filling the vacancy, at which time a Director shall be elected to fill the remaining term of any such vacancy.

(d) Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a properly called special or general meeting of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(e) In the event of vacancies on the Board of Directors during the Developer Control Period, the remaining Directors shall fill the vacancies, and, if there are no remaining Directors, the vacancies shall be filled by designation of the Developer.

5. Directors' Meetings.

(a) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) business days prior to the day named for such meeting.

(c) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of any two (2) of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three (3) business days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

(d) Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(e) A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Master Deed, Charter, or these Bylaws. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business, which might have been transacted at the meeting originally called may

be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(f) The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their numbers to preside.

(g) The order of business at Directors' meeting shall be:

(1) calling of roll;
(2) proof of due notice of meeting;
(3) reading and disposal of any unapproved minutes;
(4) reports of officers and committees;
(5) election of officers (if necessary);
(6) unfinished business;
(7) new business; and
(8) adjournment.

(h) The Directors may adopt any resolution by an instrument in writing, signed by all of the then qualified and acting Directors, and any such resolution, when so executed, shall have the force and validity of a resolution adopted at any regular or special meeting.

(i) All minutes and records of actions of the Directors, and all records pertaining to operations of the Association, shall be kept at the Association office or at such place as may be designated by the Secretary of the Association, and shall be available to members for inspection at all times during normal business hours.

6. Powers and Duties of the Board of Directors.

(a) All of the powers and duties of the Association existing under the Condominium Act, the Master Deed, the Charter and these Bylaws shall be exercised exclusively by the Board of Directors, it agents, contractors, or employees, subject only to approval by Unit Owners when such is specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association, and a contract for management of the condominium may be entered into with a Director. The Board of Directors is specifically charged with the responsibility of providing for the care and upkeep of all Common Elements and Limited Common Elements of the Condominium pursuant to the provisions of the Master Deed. Specifically

included in the foregoing general powers of the Board of Directors are the following powers and duties, which are listed by way of enumeration and not by limitation:

(1) To elect and remove the officers of the Association;

(2) To administer the affairs of the Association and the Condominium property;

(3) To engage the services of an agent, hereinafter sometimes called the "Managing Agent," to maintain, repair, replace, administer and operate the Condominium or any part thereof, for all the Unit Owners upon such terms and for such compensation and authority as the Board of Directors may approve;

(4) To formulate policies for the administration, management and operation of the Condominium and the Common Elements;

(5) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Condominium property and the Common Elements, and to amend such rules and regulations from time to time;

(6) To provide for the maintenance, repair and replacement of the Common Elements and Limited Common Elements as required by the Master Deed, to make payments therefore, and to approve payment vouchers or to delegate such approval to the Managing Agent;

(7) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium property and the Common Elements, and to delegate any such power to the Managing Agent (or any employees of the Managing Agent);

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

(9) To determine the fiscal year of the Association and to change said fiscal year from time to time, as the Board of Directors deems advisable;

(10) To fix the estimated annual budgets, and to provide the manner of assessing and collecting from Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(11) To borrow money in the name of the Association for the purpose of repair or restoration of Common Elements without the approval of the members of the Association;

(12) To secure insurance policies required by the Master Deed and in this regard, annually to review the amounts of coverage afforded by such policy or policies;

(13) Unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of Unit Owners as expressed in resolutions duly adopted at an annual or special meeting of Apartment Owners; and

(14) To exercise all other powers and duties of Unit Owners as a group referred to in the Condominium Act, in the Master Deed or these Bylaws.

(b) Specifically, whenever in these Bylaws or in the Master Deed the Association is given the power to take any action, it is the intention of such instruments that the Board of Directors shall act for the Association in all cases, except to the extent that it is expressly provided that action may be taken upon vote of the Unit Owners.

(c) Nothing in these Bylaws shall be considered to grant to the Board of Directors, the Association, or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

7. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation, if any, of officers shall be fixed by the Board of Directors.

(b) The President shall be the Chief Executive Officer of the Association. He or she shall have all of the powers and duties which are usually vested in the

office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he or she may, in his or her discretion, determine appropriate, to assist in the conduct of affairs of the Association.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

(e) The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep the books of the Association in accordance with sound accounting practices and shall perform all other duties incident to the office of treasurer of an association.

8. Indemnification.

(a) To the extent not covered by insurance, the Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the Bylaws of the Association, the Board of Directors and the Owner, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members or Owner, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members or Owner, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any director, officer, Board, committee member or Owner may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Owner, provided, however, that such indemnity shall not be operative with respect to:

(1) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross

negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Owner; or

(2) any matter settled or compromised, unless the Board determines there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Owner.

(b) To the extent that the Owner or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the Bylaws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraph (a) or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

(c) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Paragraph 8.

(d) The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Paragraph, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or Owner shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements, bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, Owner or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Owner or the Managing Agent, as the case may be, are acting only as agents for the Unit Owner and shall have no personal liability there under (except as Unit Owners), and that each Unit Owner's liability there under shall be limited to such proportion of the total liability there under as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Paragraph 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to

indemnification shall continue as to a person or entity who has ceased to be Owner or a member of the Board of Directors, officer of the Association or a member of such committee, and shall insure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

9. Assessments.

(a) Assessments against the Unit Owners for their shares of the items of the budget shall be made on or before December 10 preceding the year for which the assessments are made. Such assessments shall be paid in twelve (12) equal payments due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment.

(b) Every person who purchases, or otherwise acquires title to, a Unit shall make an advance payment of one-twelfth (1/12) of the then current annual assessment to the Association. Initial purchasers from the Developer shall also pay their share of the first year's hazard insurance premium paid by the Association based upon their percentage ownership of the Common Elements. Such payment shall be made at the closing of any such sale.

(c) If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon written notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

(d) If, during the course of any year, it shall appear to the Board of Directors that the annual assessment determined as aforesaid is insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for its proportionate share of such supplemental budget, and such supplemental assessment shall be paid in a time and manner directed by the Board of Directors.

(e) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the money of the Association shall be deposited. Withdrawal of money from such accounts shall be only by checks signed by such persons as are authorized by the Directors. The Directors may contract with a Managing Agent to provide that the Managing Agent shall collect assessments from Unit Owners and other moneys of the

Association and disburse Association funds pursuant to the terms of such contract; provided, however, all employees of the Managing Agent handling or responsible for Association funds must be covered by fidelity insurance as set forth below in subparagraph (g). The signatures of two (2) officers of the Association or in the event a Managing Agent is employed, the signatures of at least two employees specified in the contract, shall be required to sign any check in excess of Five Thousand Dollars ($5,000.00). Three (3) authorized signatures, one (1) of which must be of an officer of the Association, shall be required for any checks in excess of Ten Thousand Dollars ($10,000.00). All reserve funds of the Association shall be kept in a separate bank account and all checks written on such account shall be signed by at least two (2) officers of the Association and one (1) employee of the Managing Agent. If there is no Managing Agent, then the signatures of two (2) officers shall be sufficient.

(f) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than one hundred twenty (120) days following the year for which the report is made.

(g) Fidelity insurance shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such insurance shall be determined by the Board of Directors, but shall be at least one-fourth (1/4) of the amount of the total annual assessments against members for Common Expenses. The premiums on such insurance shall be paid by the Association. If a Managing Agent is employed, then the Managing Agent may be required to provide satisfactory evidence that all employees handling Association funds are protected by insurance naming the Association as the insured.

(h) The Board of Directors shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board of Directors may determine.

(i) The Board shall, upon receipt of not less than ten (10) days written notice given to the Association, furnish any Unit Owner a statement of his or her accounts setting forth the amount of any unpaid assessment or other charges due and owing from such Unit Owner.

10. Rules and Regulations. All rules and regulations adopted by the Board of Directors shall be the rules and regulations of the Association unless and until rejected by a resolution adopted at a meeting of the members. The Directors shall give written notice to all members of the adoption of rules and regulations or of the amendment of any existing rule or regulation.

11. Amendments. These Bylaws may be amended in the following manner:

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

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings to consider the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. The proposed amendment must be approved by not less than sixty-seven percent (67%) of the votes of the entire membership of the Association in order to be effective.

(c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owner(s) so affected shall consent. No amendment shall change any Unit, or the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses, nor change the voting rights of members, unless the record owner of the Unit concerned and all record owners of liens thereon shall approve such amendment in writing.

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

12. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Master Deed, the Charter or these Bylaws.

13. Definition of Terms. The terms used in these Bylaws, to the extent they are defined therein, shall have the same definition as set forth in the Master Deed. The term "member" as used in these Bylaws, means "Unit Owner" as defined in the Master Deed.

14. Compliance with Statute. These Bylaws are intended to comply with the requirements of the Horizontal Property Act of Tennessee, Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time. If any of these Bylaws conflict with the provisions of that statute, then the provisions of the statute will apply.

THE FOREGOING Bylaws are hereby adopted as the Bylaws of Hillsboro Quarters Condominium Owners' Association, Inc. by the undersigned as of this the 21 day of April, 2004.

CRAIGHEAD PATTEN PROPERTIES,
a Tennessee joint venture

By: Craighead Development LLC,
Managing Venturer

By: Carl A. Neuhoff, Jr.
Carl A. Neuhoff, Jr.
Asst. Chief Manager

EXHIBIT "D"

WARRANTY DEED

FROM:

TO:

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.

This Instrument Prepared By:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $_____.

_____
Affiant

Subscribed and sworn to before me this
_____th day of _____, ____.

_____
Notary Public

My commission expires:_____

FOR AND IN CONSIDERATION of the sum of Ten and No/Hundredths Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt of which is hereby acknowledged, _____, a _____, hereinafter called "Grantor," has this day bargained and sold, and does hereby transfer and convey unto _____, hereinafter called "Grantee" (whether one or more persons or entities), [his/her/their/its] [heirs, personal

representatives,] successors and assigns, certain real estate in Davidson County, State of Tennessee, as follows, to-wit:

[LEGAL DESCRIPTION OF PROPERTY]

This is improved property known as Unit ____, Hillsboro Quarters Condominiums [Street Address], Nashville, Tennessee 37215.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, [his/her/their/its] [heirs, personal representatives,] successors and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for:

[List Exceptions]

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, [his/her/their/its] [heirs, personal representatives,] successors and assigns, against the lawful claims of all persons.

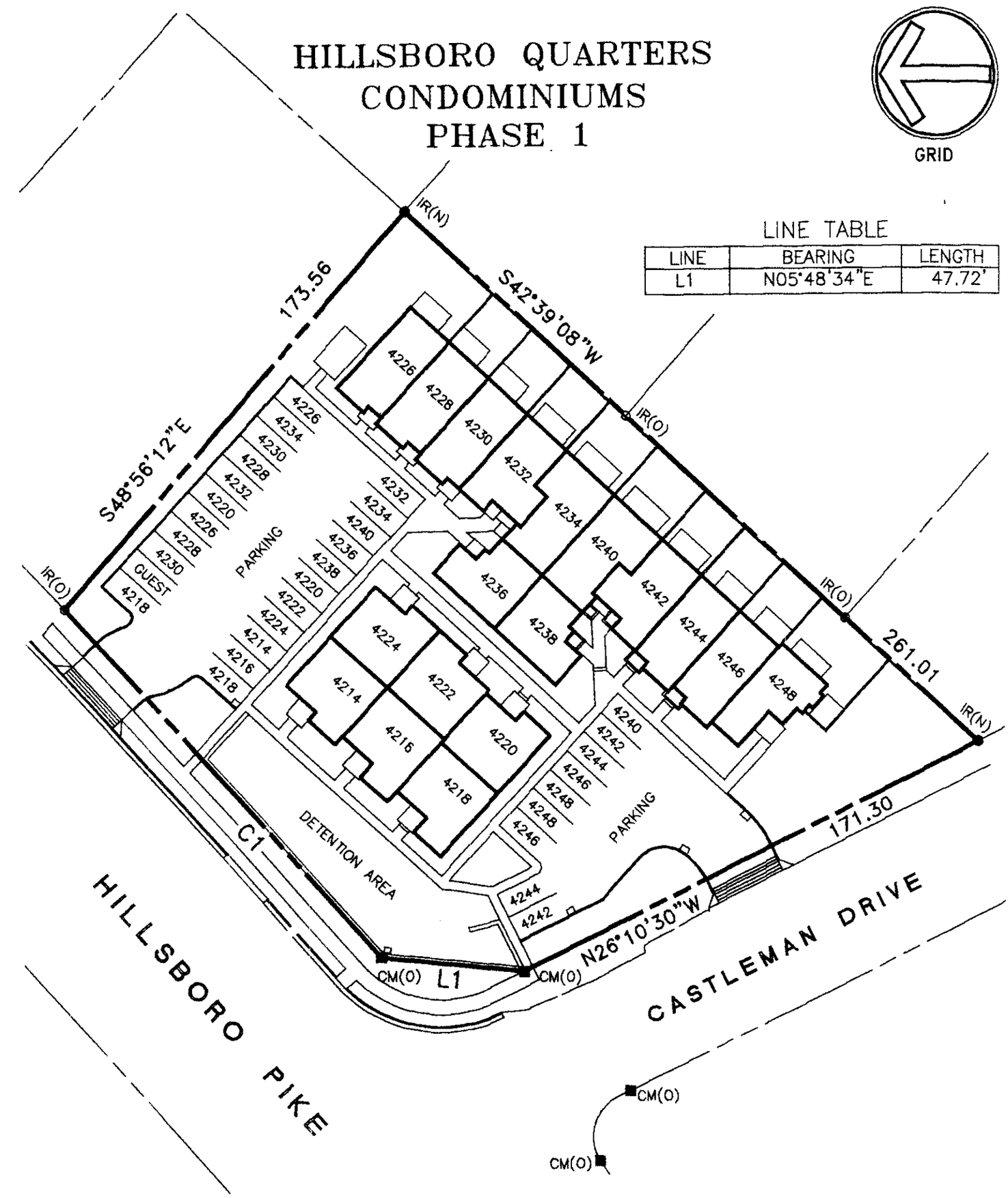
Grantee, by acceptance of this deed, hereby joins in and accepts, and agrees to be bound by the instruments creating Hillsboro Quarters Condominiums and Hillsboro Quarters Condominium Owners' Association, Inc. Grantee further agrees hereto to pay all assessments, whether special or general, which are levied by Hillsboro Quarters Condominium Owners' Association, Inc. in connection with the above described property. Grantee specifically consents to the terms and conditions of Paragraph 7 of the Master Deed providing for the retention of a lien in favor of the Association to secure the payment of all such assessments and a power of sale to enforce the assessment lien.

IN WITNESS WHEREOF, the parties have executed this instrument as of the ____ day of _____, _____.

"GRANTEE" "GRANTOR"

[APPROPRIATE NOTARY ACKNOWLEDGEMENTS]

HILLSBORO QUARTERS CONDOMINIUMS PHASE 1



LINE TABLE

LINE	BEARING	LENGTH
L1	N05°48'34"E	47.72'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	5779.58'	156.84'	78.43'	156.84'	N48°05'11"E	01°33'18"

-PREPARED BY-
CHERRY LAND SURVEYING, INC.
622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
(615) 269-3972

02371EYR RR

EXHIBIT "F"

Legal Description of Annexable Area

LAND in Davidson County, Tennessee, being Lot Nos. 58 and 59 on the Map of Hollywood Place, as of record in Book 547, Pages 85 and 86, Register's Office for Davidson County, Tennessee.

SAID Lot Nos. 58 and 59 front together 200 feet on the easterly side of Hillsboro Road and run back 187.5 feet on the northerly line and 197 feet, more or less, on the southerly line to a dead line, measuring 200 feet thereon.

THIS property is subject to a perpetual easement granted to the State of Tennessee for the use and benefit of the Department of Highway, said easement being of record in Book 4426, Page 398, described as follows:

BEING parts of Lots 58 and 59 on the Plan of Hollywood Place, as of record in Book 547, Pages 85 and 86, Register's Office for Davidson County, Tennessee.

BEGINNING at a point in the Southeast margin of Hillsboro Pike (State Route No. 106) said point being the Northwest corner of Frank C. Roberts' property; thence, with said margin northeastwardly 200 feet to a point in W. L. Meacham's Northwest property line; thence, South 56 degrees East 10 feet, more or less, to a point which is 50 feet Southeast of the centerline of proposed State Route No. 106; thence, southwestwardly 200 feet to a point in Roberts' Northeast boundary line; thence, with said boundary line North 56 degrees West 10 feet, more or less, to the point of beginning, containing 2,000 square feet.

BEING the same property conveyed to Craighead Patten Properties, a Tennessee joint venture composed of Craighead Development, LLC, a Tennessee limited liability company and Patten Properties, LLC, a Tennessee limited liability company, by Warranty Deed from Raymond W. Waller and Carleen B. Waller, Jr., Trustees of the Waller Family Trust, and Raymond W. Waller, individually, of record in Instrument No. 20040203-0012776, Register's Office for Davidson County, Tennessee.

Exhibit "G"

Hillsboro Quarters
Parking Assignments
Nashville, TN 37215

UNIT	PARKING SPACE
#4214	14
#4216	13
#4218	1 & 12
#4220	6 & 17
#4222	16
#4224	15
#4226	5 & 11
#4228	4 & 8
#4230	3 & 9
#4232	7 & 22
#4234	10 & 21
#4236	19
#4238	18
#4240	20 & 31
#4242	23 & 30
#4244	24 & 29
#4246	25 & 28
#4248	26 & 27
FREE SPACE	2

updated 3/10/04