THIS INSTRUMENT PREPARED BY:
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Davidson County DEEDMAST
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FIRST AMENDMENT TO MASTER DEED
ESTABLISHING THE GRANDVIEW CONDOMINIUMS

This First Amendment ("Amendment") is made between The Grandview Condominium Association, Inc. ("Condominium"), Cochran Enterprises & Development, LLC, a Delaware Corporation ("Cochran") and Janet R. Garner,("Lot B Owner").

WHEREAS, Cochran submitted certain real property described in Exhibit B to the Master Deed (the "Master Deed") of record in Instrument 20040310-0027438 in the Register's Office for Davidson County, Tennessee to a Planned Unit Development pursuant to T.C.A. 66-27-101 et seq.; and

WHEREAS, A plat or plan (the "Plat") showing the Units was attached as Exhibit B to said Master Deed; and

WHEREAS, the Plat designated certain area as Limited Common Area-A (LCE-A) and Limited Common Area-B (LCE-B); and

WHEREAS, Cochran is the owner of Lot A; and

WHEREAS, the parties to this Amendment have agreed that two areas designated as LCE-B are areas used by and under the control of the owner of Unit A and that these areas should be designated as LCE-A; and

WHEREAS, the parties to this Amendment have agreed to amend the Master Deed to

record an amended and/or revised Exhibit B which will supersede and replace the prior recorded Exhibit B; and

WHEREAS, the parties to this Amendment have agreed to make certain other correction and/or additions to the Master Deed.

NOW, THEREFORE, in consideration of the agreement of the parties to amend the Master Deed and Bylaws, the parties to this First Amendment agree as follows:

1. The prior recorded Exhibit B to the Master Deed is hereby replaced and superceded by the attached Revised Exhibit B.

2. Paragraph 6, Item 11 of the By-laws is hereby deleted. The remaining items in Paragraph are hereby renumbered as Items 1-16.

3. Paragraph 4 of the Master Deed is amended to delete the word "The" in line 13 and replace it with the phrase "These areas"

4. The following sentence is added at the end of paragraph 4 of the Master Deed, "Any reference in this Master Deed to the word "lots" shall refer to the word "units" and the word "lot" shall refer to the word "unit".

5. The parties to this agreement have elected to dissolve the corporation known as the Grandview Condominium Association, Inc. a Tennessee Corporation and to operate the homeowner's association as an unincorporated association. Any reference in the Master Deed and the Bylaws to the Grandview Condominium Association, Inc. shall henceforth refer to the Grandview Homeowner's Association, an unincorporated association of the owners of Unit A and B as described on the Revised Exhibit B attached hereto which is incorporated herein

by this reference. The Grandview Condominium Association, Inc. will be dissolved by its members.

6. Paragraph 7 of the Master Deed is amended to add the following sentence, "Unit A may also be referred to as Unit 1 and Unit B shall also be referred to as Unit 2.

7. All of other provisions of the Master Deed shall remain in full force and effect except for the reference to Exhibit B which will henceforth refer to the Revised Exhibit B which is attached as an exhibit to the First Amendment.

IN WITNESS WHEREOF the Condominium, Cochran, and the Lot B Owner have set their hands on the date and year written beside their signatures.

CONDOMINIUM:

By: Scott Cochran
Date: 3/8/05
Title: President

COCHRAN:

By: Scott Cochran
Date: 3/8/05
Title: CFO

LOT B OWNER:

By: Janet Farmer
Date: 3/10/05
Title:

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, Robert John Notary of the state and county mentioned, personally appeared Scott Cochran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be President of the Grandview Condominium Association, Inc and as such President acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Grandview Condominium Association the within named bargainor, a corporation, and that he/she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as President.

Witness my hand and seal, at office in Nashville this 8th day of March, 2005.

Notary Public

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, Robert John Notary of the state and county mentioned, personally appeared Scott Cochran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be CFO of the Cochran Bahp & Dwight, LLC and as such CFO acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Cochran Bahp & Dwight, LLC the within named bargainor, a limited liability company, and that he/she as such CFO, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by him/herself as CFO.

Witness my hand and seal, at office in Nashville this 8th day of March, 2005.

Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand and official seal at Nashville, Tennessee, this 10th day of March, 2005.

SAIL BRANDT NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public

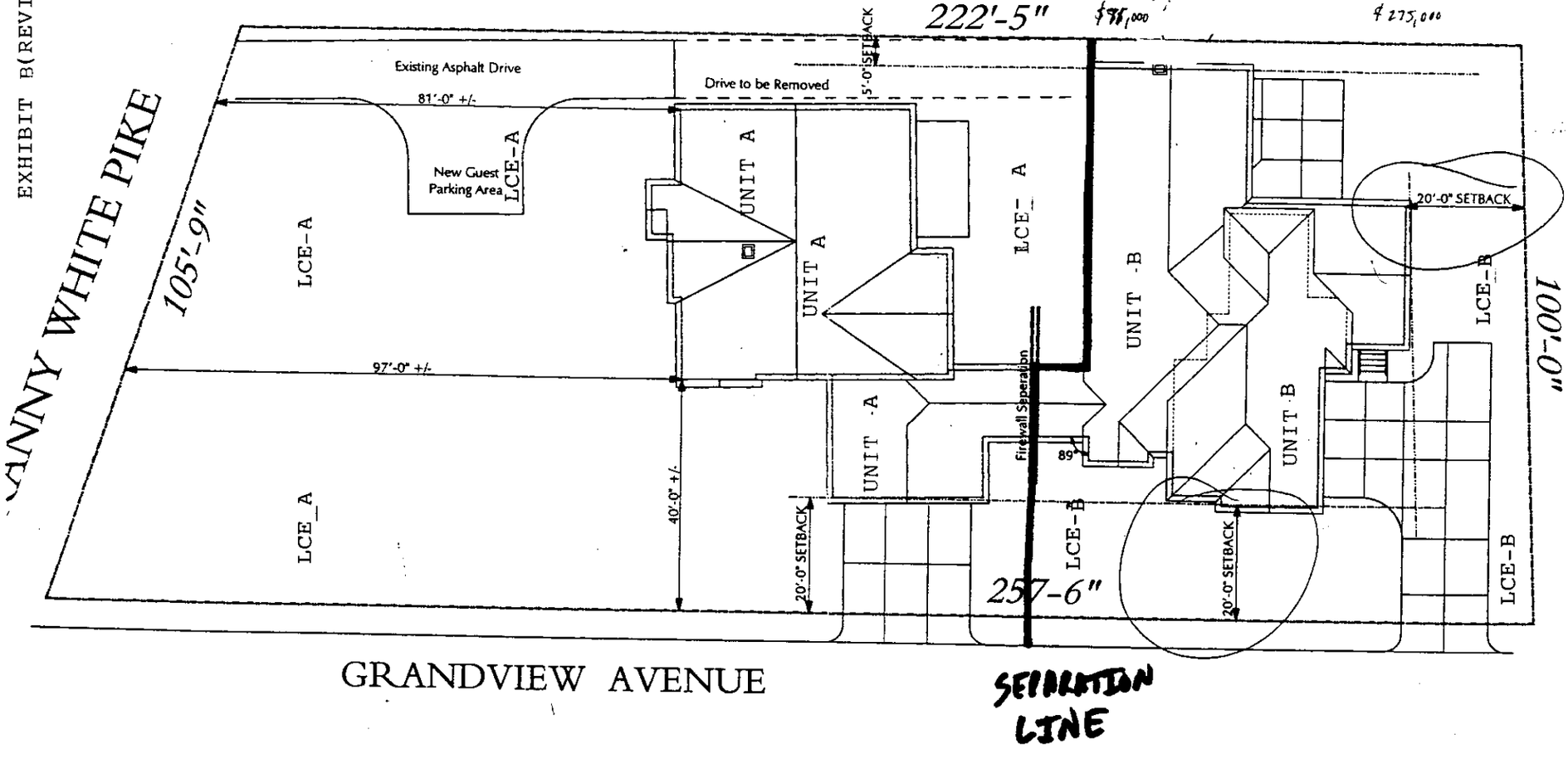
My Commission Expires: May 28, 2006

REVISED EXHIBIT B

EXHIBIT B(REVISED)

GARAGE 618
2nd FLOOR 684
TOTAL INT S.F. 2659
LOT COVERAGE 23%
LOT. 53
$255,000

GARAGE 596
2nd FLOOR 810
TOTAL INT. S.F. 3150
LOT COVERAGE 23%
LOT SIZE .53
$275,000



onal Information:

an Prepared by Allard Architects,LLC from the Mortgage Loan Inspection Drawing Originally Prepared by

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Site Plan

For Renovated Residence and New Residence at 3801 Granny White Pike

Allard A