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Davidson County DEEDMAST
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Fees:312.00 Taxes:0.00
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RESTRICTIONS
06/28/2005 01:19 PM
BATCH 49335
MTG TAX 0.00
TRN TAX 0.00
REC FEE 310.00
DP FEE 2.00
REG FEE 0.00
TOTAL 312.00
STATE of TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

This instrument prepared by:
Thomas C Scott
Tune, Entrekin & White, P C
315 Deaderick Street, Suite 1700
Nashville, TN 37238

MASTER DEED AND BYLAWS

FOR

BARRINGTON PLACE
(A Horizontal Property Regime With Private Elements)

THIS MASTER DEED AND BYLAWS FOR **BARRINGTON PLACE** (A Horizontal Property Regime) is made and entered into by **NEWMARK HOMES, L.P.**, a Texas Limited Partnership, (hereinafter referred to as "Declarant") and **MAYFAIR DEVELOPMENT GROUP, LLC** (hereinafter referred to as "Owner");

W I T N E S S E T H:

WHEREAS, Owner is the owner in fee simple of certain real property located in Davidson County, Tennessee (the "Development Tract"), and more particularly described on **Exhibit A** attached hereto; and,

WHEREAS, Declarant, pursuant to an agreement with the Owner, will develop the Development Tract as a residential community and to establish, develop and construct thereon one or more single-family residential condominium homes; and,

WHEREAS, Declarant and Owner desire to establish for its own benefit and for the benefit of all future owners and occupants of the Development Tract or any part thereof, certain rights, privileges and easements in, over and upon the Development Tract, and, to this end desires to ultimately subject the Development Tract to certain mutually beneficial covenants, restrictions, easements, charges and liens, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Development Tract, or any part thereof; and,

WHEREAS, Declarant and Owner desire to submit the Development Tract, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind hereafter constructed thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee in order to establish and construct thereon, a horizontal property regime with private elements to be known as "BARRINGTON PLACE", consisting of up to sixty eight (68) residential dwellings, together with certain private streets, driveways, walkways, amenities and other improvements; and,

Davidson County DEEDMAST
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Fees:312.00 Taxes:0.00
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RE-RECORD TO CORRECT COLLECTIVE EXHIBIT B.

RE-RECORD

WHEREAS, Declarant presently contemplates that the residential dwellings comprising the horizontal property regime will consist of several different floor plans in varying numbers; and

WHEREAS, Declarant and Owner further desire to establish for its own benefit, and for the mutual benefit of all future owners or occupants of said horizontal property regime or any part thereof, certain rights, easements and privileges in, over and upon the said premises, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of said horizontal property regime; and,

NOW, THEREFORE, for the purposes set forth above, Declarant hereby declares and Owner consents as follows:

1. Definitions. As used herein, unless the context otherwise requires:

(a) "Act" means the "Horizontal Property Act" of the State of Tennessee (Tennessee Code Annotated, Section 66-27-101, et seq.), as the same may be from time to time amended.

(b) "Association" means * Homeowners' Association, a Tennessee not-for-profit corporation.

(c) "Board" means the Board of Directors of the Association.

(d) "Reserved"

(e) "Building" shall mean one of the thirty four (34) buildings located on the Parcel and forming a part of the Property and each Building containing two residential dwellings or "Townhomes". The "Building" or "Buildings" are located as shown on the Plan.

(f) "Bylaws" means the Bylaws of the Association attached hereto as **Exhibit C** and made a part hereof, as the same may be amended from time to time. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the Property, or other matters which the Act provides are to be dealt with by the Bylaws, shall be deemed to be part of the Bylaws.

(g) "Common Elements" means all of the Property except for the Private Elements and Townhomes shown on the Plan, and, without limiting the generality of the foregoing, shall include the following, except as otherwise herein provided or stipulated:

1) All compartments or installations of central services such as power, light, gas, water, sewer, telephone, cable television, including master meters, and the like;

2) All mail boxes, landscaping and, in general, all improvements, devices or installations existing for the common use and benefit of the Unit Owners;

3) All drives, access roads, parking areas and open spaces on the Development Tract;

4) All roads, driveways, walkways, sidewalks, trails, paths, entrances and exits for ingress and egress to and from, over and across, the Development Tract and to and from the Buildings; provided, however, that the term "roads" as used herein shall mean and refer only to private roads serving the Development Tract and not to any roads that have been publicly dedicated to and accepted by any governmental body;

5) All utility lines, pipes, ducts, wiring and conduits (except those located developmentally within a Townhome and serving only such Townhome or its Private Element);

6) Any common walls or fences;

7) All other elements of any Building desirable or rationally of common use or necessary to its existence, upkeep or safety; and

8) Generally, all land, devices, improvements, structures, installations or any other elements or part of the Property that are rationally for the common use and benefit of all Unit Owners or necessary to the existence, upkeep and safety of the horizontal property regime established by this Master Deed.

(h) "Master Deed" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Master Deed as amended from time to time.

(i) "Declarant" means Newmark Homes, L.P., a Texas limited partnership, its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements and privileges under this Master Deed in connection the development of appropriate portions of the Development Tract and the construction and sale of Townhomes thereon, including but not limited to its voting rights as the

Class B member of the Association described in Paragraph 5(b) hereof, its rights and privileges regarding assessments described in Paragraph 9(d) hereof, and the easements and rights described in Paragraph 17 hereof. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may and shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Declarant shall be the "Developer" as defined under the Act.

(j) "Development Period" means the period of time commencing on the date of the recording of this Master Deed and ending on the day that is five (5) years after the first conveyance of a Unit to the initial purchaser thereof by Declarant, or any date prior thereto on which Declarant, in its sole discretion elects to terminate the Development Period by calling the First Annual Meeting (as defined by the Bylaws).

(k) "Delinquency Interest Rate" shall mean an annual interest rate from time to time established by the Board; provided however, that in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest from time to time allowed to be charged under applicable law.

(l) "Development Tract" shall mean the real property shown and described on **Exhibit A** attached hereto.

(m) "Institutional Lender" means any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the record owner of a first mortgage loan which encumbers any Townhome, or any holder, insurer or guarantor of such a first mortgage loan.

(n) "Occupant" means a person or persons in possession of a Townhome, regardless of whether said person is a Townhome Owner.

(o) "Owner" means Mayfair Development Group, LLC.

(p) "Person" or "person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(q) "Plan" means the plan or survey of the Parcel presently submitted to this Master Deed and the provisions of the Act which is attached hereto as **Collective Exhibit B** and made a part hereof, and which shows the number, area and location of each Townhome and its Private Elements, as applicable, and other data necessary for its identification, together with such other plans or surveys as may be submitted to this Master Deed and the provisions of the Act. The Plan shall provide information as to the number, location, area and any other data necessary for identification of each Townhome. No dedication to the public is intended by the recording

of any Plan with this Master Deed.

(r) "Private Elements" shall mean the lot area upon which each Townhome is located and the improvements thereon.

(s) "Property" means all the land, property and space comprising the Development Tract, and all improvements and structures erected, constructed or contained therein or thereon, including all Townhomes contained therein and all easements, rights and appurtenances belonging to the Townhomes, and also including all improvements, structures, fixtures, furnishings and equipment intended for the mutual use, benefit or enjoyment of Townhome Owners, submitted to the provisions of this Master Deed and the Act, together with such additional Property as may be submitted to this Master Deed and the provisions of the Act pursuant to the Declarant's right to expand the horizontal property regime established hereby as provided by Paragraph 32, below.

(t) "Municipality" shall mean the local governmental entity having jurisdiction over the Property.

(u) To "record" or "recording" means the recording of an instrument in the Register's Office for Davidson County, Tennessee.

(v) "Rules and Regulations" means rules and regulations concerning the use of the Townhomes and the Common Elements, as adopted from time to time by the Board in accordance with the Master Deed and Bylaws.

(w) "Townhome" means and refers to the single family residential dwelling intended for independent ownership located on each Private Element and numbered 1-68 on the Plat. All Townhomes have a garage, patio or deck, covered porth and concrete drive as shown on the Plat. Any Townhome may be jointly or commonly owned by more than one person. It is intended that the term "Townhome", as used in this Master Deed, shall have the same meaning as the term "Apartment" as used in the Act.

(x) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Townhome and of the undivided percentage interest in the Common Elements appurtenant thereto, and shall be deemed the same as "co-owner" under the Act, but "Unit Owner" shall not mean the mortgagee or beneficiary of a recorded mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Townhome. Owner shall not be deemed to be a Unit Owner. Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Townhome after the end of the Development Period.

2. Submission of Property to the Act: Declarant, as "Developer" and Owner, as the legal title holder in fee simple of the Development Tract, does hereby submit and subject the Property to the provisions of the Horizontal Property Act of the State of Tennessee and this Master Deed, and does hereby establish a horizontal property regime to be known as BARRINGTON PLACE, and hereby declares that the Property shall be held, sold and enjoyed subject to the easements, restrictions, covenants, and conditions of this Master Deed, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding upon and inure to the benefit of all parties now or hereafter having any right, title or interest in the Property or any part thereof.

3. Plan. The Plan, which is incorporated herein by this reference thereto, sets forth the numbers, areas and location of each Townhome and Private Elements and any other data necessary for their identification required by the Act.

4. Townhomes. Each Townhome is numbered as shown on the Plan and the legal description of each Townhome shall consist of the identifying number or symbol of each Townhome as shown on the Plan. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Townhome by its identifying number as shown on the Plan and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Townhome to be separated into any tracts or parcels different from the whole Townhome as shown on the Plan. The initial number of Townhomes created and established by this Master Deed shall be sixty eight (68), as numbered and located on the Plan. The total number of Townhomes contained within the horizontal property regime established hereby may be decreased as a result of the exercise by Declarant of its right to amend this Master Deed; provided, however, that nothing contained herein shall be deemed to obligate the Declarant to so decrease the total number of Townhomes, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.

5. Association of Unit Owners and Administration and Operation of the Property.

(a) Homeowners' Association. There has been or will be formed an Association having the name " BARRINGTON PLACE OWNERS ASSOCIATION", a Tennessee not-for-profit corporation, which Association shall be the governing body for all Unit Owners, and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property, as provided in the Act, this Master Deed and the Bylaws. The Bylaws for the Association shall be the Bylaws attached to this Master Deed as **Exhibit C** and made a part hereof. The Charter for the Association is attached hereto as **Exhibit E**. The Board of Directors of the Association shall be elected and serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be

conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners, in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Townhome. A Unit Owner's membership in the Association shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association.

(b) Voting Rights. During the Development Period, the Association shall all have two (2) classes of voting membership:

(i) Class A. The Class A Members for the Association shall be all Unit Owners, with the exception of the Declarant, and said Class A Members shall be non-voting during the Development Period.

(ii) Class B. The Class B Member for the Association shall be the Declarant who shall be entitled to one (1) vote for each Townhome owned.

(iii) Upon the expiration or termination of the Development Period, said Class B membership shall be converted to Class A membership and thereafter the Association have one class of membership, with each Unit Owner, including the Declarant, being entitled to one (1) vote for each Townhome owned.

(iv) When more than one person holds an ownership interest in any one (1) Townhome, all such persons shall be members of the Association for the type of Unit in question and the vote for such Unit shall be as they determine, but in no event shall more than the votes set forth above be cast with respect to such Townhome.

(c) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, and to manage the affairs of the Association, subject to the provisions of subparagraph 5(e) below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in Paragraph 9, below.

(d) Initial Management Contract. Prior to the appointment of the First Board as provided in the Bylaws, the Declarant, on behalf of the Association, may

employ a management corporation to act as Managing Agent for the Property; provided, however, that such contract may be terminated without penalty at any time, at will, upon not more than ninety (90) days' notice, and for cause at any time upon not more than thirty (30) days' notice to such Managing Agent and shall not be of a duration in excess of one (1) year.

(e) Non-Liability of Directors, Board, Officers and Declarant. To the extent permitted by law, neither the directors, the Board, or officers of the Association, nor the Declarant, shall be personally liable to Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners shall indemnify and hold harmless each of the directors, the Board, the officers, or the Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of Article VII of the Bylaws and the Section Bylaws.

6. Ownership of the Common Elements. Each Townhome is hereby allocated an undivided percentage interest in the Common Elements, which percentage shall be the result of a fraction, the numerator of which shall be equal to the number one and the denominator of which is the total number of Townhomes shown on the Plan. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with the percentage of interest allocated to each Townhome. The percentage of interest in the Common Elements allocated to each Townhome at the time of recordation of this Master Deed is as shown on **Exhibit D** attached hereto and made a part hereof. The assigned percentages of ownership interest set forth on **Exhibit D** shall remain constant unless hereafter changed in case of amendment to this Master Deed by the Declarant as provided in Paragraph 32, below, or by a recorded amendment to this Master Deed consented to in writing by Unit Owners in accordance with Paragraph 20 hereof, or as otherwise provided in this Master Deed. The ownership of a Townhome shall not be conveyed separate from the undivided ownership in the Common Elements appurtenant to such Townhome. The undivided interest in the Common Elements appurtenant to any Townhome shall be deemed conveyed or encumbered with that Townhome, even though the legal description in the instrument conveying or encumbering such Townhome may refer only to the fee title to that Townhome. The Common Elements shall remain undivided and shall not be the subject of an action for partition.

7. Use of Common Elements; Exclusive Use of Private Elements.

(a) General Common Elements. Each and every Unit Owner shall have the right and easement to use the Common Elements (except for portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, and as may be required for the purposes of access, ingress

to, egress from, use, occupancy and enjoyment of the respective Townhome owned by such Unit Owner.

(b) Parking. Parking spaces within the Development Tract that are not part of the Private Elements shall be part of the Common Elements and shall be used by the Unit Owners and their guests in such manner and subject to such rules and regulations as the Board may prescribe.

(c) Private Elements. Each Unit Owner shall have the sole and exclusive right to the use, benefit, occupancy and enjoyment of such Unit Owner's Townhome and Private Elements.

(d) An attorney's opinion with regard to the creation of a planned unit develop pment and private elements is attached as Exhibit E.

(e) Delegation of Rights. Such rights to use the Common Elements shall extend not only to each Unit Owner, but also to his family members, tenants, invitees and licensees.

(f) Limitation on Use. Such rights to use the Common Elements provided for herein shall be subject to and governed by the provisions of the Act, this Master Deed, the Bylaws, and the Rules and Regulations from time to time adopted and approved by the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Master Deed and Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions and regulations as the Board may adopt or prescribe.

8. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, the use, right to use or maintenance of any Townhome or its Private Elements, or any other questions of interpretation or application of the provisions of this Master Deed or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

9. Assessment by the Association for Common Expenses; Use of Assessments; Declarant Responsibility; Lien of Assessments; Reserve Fund.

(a) Assessments. Each Unit Owner, by acceptance of a deed therefore, is deemed to covenant and shall pay his proportionate share of the expense of the administration and operation of the Common Elements, and of any other expenses of the Association incurred in conformance with this Master Deed and Bylaws (which expenses are herein sometimes referred to as "common expenses") including, but not limited to, the maintenance and repair of the Common Elements, and any and all replacements and additions thereto.

(b) Use of Assessments. The Association shall be responsible for, and the assessments levied by the Association shall be used:

(i) To promote the recreation, health, safety, and welfare of the Unit Owners;

(ii) To provide for the maintenance, repair and replacement of, and additions to the Common Elements including but not limited to drainage facilities, walkways, and sidewalks; the landscaping and lawn maintenance, and the maintenance, repair and replacement of the private roads and rights-of-way serving the Property in the form of street lighting, sidewalk maintenance, paving, curbing, striping, signage or other roadbed maintenance for such areas;

(iii) Reserved.

(iv) To pay the fees of any management agent the Association may employ to manage the affairs of the Association; and,

(v) To pay such other reasonable and necessary expenses of the Association required or reasonably related to the carrying out of the rights, duties and responsibilities of the Association as provided by the Master Deed, the Bylaws or the Act.

(c) Commencement and Share of Assessments. Commencing with the date of ownership of a fully constructed Townhome ("Date of Residential Ownership") each Unit Owner shall be responsible for paying his share of the common expenses of the Association in the same proportion as his percentage of ownership in the Common Elements. Assessments for the payment of common expenses of the Association shall be in such amounts and shall be payable at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses of the Association by waiver or nonuse of enjoyment of the Common Elements or by abandonment of his Townhome. Townhomes under construction and owned by the Declarant or unconstructed Townhome sites owned by the Owner prior to the time they are conveyed to the Declarant for construction pursuant to Section 32 hereof are not subject to such assessments prior to the Date of Residential Ownership.

(d) Declarant Responsibility; Payment of Assessments. Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Master Deed is recorded; provided, however, in the event Declarant expends any of its own funds for the repair, replacement or maintenance of any of the Common Elements, Declarant,

at its election, shall be entitled to reimbursement from the Association. The Declarant may elect to pay one-half of the amount of assessments for each Townhome owned by Declarant in the same amount and manner as other Unit Owners during the Development Period.

(e) Lien of Assessments. If any Unit Owner shall fail to make payment when due of assessments for common expenses of the Association as provided for herein, the amount thereof, together with any reasonable late charge established by the Board, and together with interest at the Delinquency Interest Rate from and after said assessments become due and payable, together with reasonable attorney's fees and costs incurred by the Association in question in the collection thereof or the enforcement of the lien herein provided, shall constitute a continuing lien on the interest of such Unit Owner in the Unit and its percentage interest in the Common Elements against which the assessment is made, as provided in the Act. Each Unit Owner shall be personally liable for his portion of each assessment made while he is the owner of a Unit. The Association in question may bring an action at law against the Unit Owner personally obligated to pay the same, or foreclose the lien against the Townhome and there shall be added to the amount of such assessment the costs, including reasonable attorneys fees, of bringing such action or foreclosure. Except as provided herein, the lien for non-payment of common expenses shall not be affected by any sale or transfer of the Townhome and any sale or transfer of a Townhome shall be subject to any such lien, and if the same is not paid by the owner thereof prior to any sale or transfer shall remain a lien against the Townhome and shall be payable by the new Unit Owner thereof.

(f) Reserve Fund. An adequate reserve fund for the maintenance, repair and replacement of items to be maintained, repaired or replaced by the Association pursuant to this Master Deed and the Bylaws shall be established by the Association and funded by the regular monthly assessments. In order to assist the funding and establishment of these reserve funds, an amount equal to at least three (3) month's monthly assessments for the Association to be held in said reserve fund, shall be collected at the closing of the purchase of a Townhome.

10. Mortgages; Mortgage and Deed of Trust Protection. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Townhome together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any mortgage deed of trust or other lien on or affecting the Property or any part thereof, except to the extent of his own Townhome and its respective percentage interest in the Common Elements.

The lien for assessments payable by a Unit Owner shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Townhome of such Unit Owner and its corresponding percentage in the Common Elements except for the amount of

the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Townhome encumbered thereby, accepts a conveyance of any interest therein other than as security) or forecloses its mortgage or deed of trust. This paragraph shall not be amended, changed, modified or rescinded without the prior written consent of all recorded first mortgagees of Units or the beneficiaries thereunder of record.

Any delinquent common expense assessments that are extinguished by virtue of the foreclosure of, or other exercise of remedies under, any such mortgage or deed of trust may be reallocated by the Board and assessed equally to all of the Townhomes governed by the Association.

11. Separate Real Estate Taxes and Utility Assessments. Real estate taxes shall be separately taxed to each Unit Owner for his Townhome and its corresponding percentage interest in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective usage of such utility services, if determinable, and if not then in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

Utility services for Townhomes shall be separately metered, and all utility charges for Townhomes shall be assessed to and shall constitute the sole responsibility of the respective Unit Owners thereof.

12. Association Insurance, Damage or Destruction, Reconstruction.

(a) Casualty Insurance for Common Elements. The Board shall have the authority to and shall obtain insurance for the Common Elements to the extent deemed necessary by the Board (and Townhomes as hereinafter provided in Section 12(b)), against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners, in direct ratio to said Unit Owners respective percentage of ownership interest in the Common Elements, as set forth in the Master Deed, and for the holders of mortgages on each Townhome, if any, and shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall provide that it may not be canceled or substantially modified without at least thirty (30) days written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be

established pursuant to the Bylaws. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense payable in accordance with paragraph 9 above; provided, however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements.

Except as otherwise provided in this Paragraph 12, in the event of damage to or destruction of any Common Elements as a result of fire or other casualty covered by insurance proceeds, the Board shall, in its sole and absolute discretion, determine and, without intervention of any Unit Owner, arrange for the prompt repair, restoration and reconstruction of the damaged portion of such Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction, in a fair proportion deemed by the Board in its absolute discretion. In its absolute discretion, the Board shall determine which Unit Owners are "directly affected" by the damage or destruction, as long as its determination bears a reasonable relation to actual events. The Board shall not be responsible for the repair, replacement or restoration of any improvements, betterments, wall, ceiling or floor decorations or covering, furniture, furnishings, fixtures, appliances or equipment installed in a Townhome by Unit Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board.

(b) Casualty Insurance for Buildings and Townhomes. The Board shall have the authority to and shall obtain insurance for the Buildings and Townhomes (decoration of the interior of the Townhomes, including but not limited to carpet, wallpaper, paint, cabinets, flooring, plumbing fixtures and lighting fixtures) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Buildings and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Such right shall be without prejudice to the right of each Unit Owner to insure his Townhome on his own account or for his own benefit. Insurable replacement cost shall be deemed the cost of restoring the Buildings and the Townhomes, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners, in direct ratio to said Unit Owner's respective Limited Common Element Percentage, as set forth in this Master Deed, and for the holders of mortgages on each Townhome, if any, and shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall provide that it may not be canceled or substantially modified

without at least thirty (30) days written notice to the Section Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense of the Association. If required by the insurance company, an amount equal to one (1) year's premium for such insurance may be collected at the closing of the purchase of a Townhome by a Unit Owner.

Except as otherwise provided in this Paragraph 12, in the event of damage to or destruction of any Townhomes or Buildings as a result of fire or other casualty covered by insurance proceeds, the Board shall, in its sole and absolute discretion, determine and, without intervention of any Unit Owner, arrange for the prompt repair, restoration and reconstruction of the damaged portion of such Townhomes or Buildings. In the event of the total destruction of a Townhome or Townhomes, the Board shall promptly cause debris to be cleared and leave the same in a neat and orderly condition until such time as repair, restoration or reconstruction commences. Any repair, restoration or reconstruction shall be accomplished so as to restore the structure to a first class condition in conformance with the plans and specifications of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the architectural control committee provided for in Paragraph 15, below. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction, in a fair proportion deemed by the Board in its absolute discretion. In its absolute discretion, the Board shall determine which Unit Owners are "directly affected" by the damage or destruction, as long as its determination bears a reasonable relation to actual events. The Board shall not be responsible for the repair, replacement or restoration of any improvements, betterments, wall, ceiling or floor decorations or covering, furniture, furnishings, fixtures, appliances or equipment installed in a Townhome by Unit Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of any single Building is destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners directly affected by the casualty, the net proceeds of insurance policies shall be divided among all the Unit Owners and the mortgagees of the Townhomes directly affected by the casualty in proportion to their respective interests as determined in the sole discretion of the Board, after paying from the share of each affected Unit Owner or mortgagee, as their interests may appear, (i) the costs of removing debris and returning the site to a condition compatible with the overall appearance of the Property, including without limitation landscaping, and (ii) the just amount of

any unpaid liens on any Townhome, in the order of priority of such liens. Provided, however, that no such disbursement of the aforesaid insurance proceeds to any Unit Owner or mortgagee shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Townhome or affected portion thereof to the Board (as trustee for the remaining Unit Owners) and also delivers to the Board a recordable release of any liens on his Townhome or affected portion thereof. Upon recording of the aforesaid deeds and releases, each such Townhome or affected portion thereof shall be deemed thereafter to be Common Elements. Upon the withdrawal of any Townhome or portion thereof shall be deemed thereafter to be Common Elements. Upon the withdrawal of any Townhome or portion thereof, the percentage of interest in the Common Elements appurtenant to such Townhome or portion thereof, the percentage of interest in the Common Elements appurtenant to such Townhome or portion thereof shall be reallocated upon the remaining Townhomes on the basis of the percentage of interest of each remaining Townhome. If only a portion of a Townhome is withdrawn, the percentage of interest in the Common Elements appurtenant to that Townhome shall be reduced accordingly, as determined by the Board in its sole discretion. After the Board has affected any such withdrawal, the responsibility for the payment of future assessments for any such withdrawn Townhome or portion thereof shall cease.

After the expiration or earlier termination of the Development Period, reconstruction shall also not be compulsory where the whole or more than two-thirds (2/3) of all of the Townhomes and the Buildings comprising the horizontal property regime created hereby are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the net proceeds of insurance policies shall be divided among the Unit Owners and the mortgagees of the Townhomes directly affected by the casualty in proportion to their respective interests as determined in the sole discretion of the Board, after paying from the share of each affected Unit Owner or mortgagee, as their interests may appear, the just amount of any unpaid liens on any Townhome, in the order of priority of such liens; and the Board, as soon as is reasonably practicable and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Master Deed, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale shall thereupon be distributed to the Unit Owners or their mortgagees, as their interests may appear, in proportion to their respective interests as determined in the sole discretion of the Board. Provided, however, that no such disbursement of proceeds to any Unit Owner or mortgagee hereunder shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Townhome or affected portion thereof to the Board, as trustee for accomplishing the sale, and also delivers to the Board a recordable release of any liens on his Townhome or affected portion thereof. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months

after the damage or destruction occurs, and the destroyed Townhomes and Buildings have not otherwise been reconstructed, then the Managing Agent or the Board shall, or if either does not, any Unit Owner or mortgagee may, record a sworn declaration setting forth such facts and reciting that under the provisions of this Master Deed the prohibition against judicial partition of the Property provided for in this Master Deed has terminated and that Judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Master Deed shall terminate.

(c) Notice to Lenders. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements or the Limited Common Elements, all Institutional Lenders will be entitled to timely written notice of any such damage or destruction which the Board shall use reasonable efforts to provide.

(d) Other Insurance. The Board shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, which shall be at least $1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and workmen's compensation insurance and other liability insurance in such amount as it deems desirable, insuring the Association, its members, officers, directors and employees, and the Managing Agent, if any, from liability in connection with the Common Elements, and the rights, duties and responsibilities of the Association under this Master Deed, the Bylaws or the Act. The policy shall provide that it may not be canceled or substantially modified without at least thirty (30) days' written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws. The premiums for such insurance shall be a common expense, payable in accordance with paragraph 9, above; provided, however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner with each Unit Owner to bear a proportion thereof based upon his percentage of ownership in the Common Elements as applicable. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board shall also obtain fidelity coverage covering officers, directors, and employees who handle or are responsible for handling Association funds. Such coverage shall be in such amounts as the Board in its best business judgment may determine, but in no event less than the greater of (i) three (3) months' aggregate assessments on all Townhomes, plus reserve funds, or (ii) the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Managing Agent, as the case may be, at any given time during the term of each bond, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation. The fidelity coverage policy shall provide that it may not be canceled or substantially modified without at least thirty (30) days' written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Townhomes" as

must be established pursuant to the Bylaws.

The Board shall also obtain such other insurance as it deems reasonably desirable or necessary, in such amounts, from such sources and in such forms as it deems desirable, insuring the Common Elements, each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The Board may (but shall not be required to) require of those performing any maintenance, repair or other work on the Property for which the Association is responsible such liability or other insurance, including workmen's compensation, as it deems reasonably desirable or necessary or desirable given the nature, circumstances and amount of the work being performed. The premiums for such insurance and bonds shall be a common expense.

All insurance obtained by the Board shall provide that there may be named as an insured, on behalf of the Association, the Association's authorized representative who shall have exclusive right to negotiate settlements and to perform such other functions as necessary to accomplish this purpose. The Association, or its authorized representative, shall act as attorney-in-fact for each Unit Owner under each policy obtained by the Board for all purposes and to the extent permitted by law.

(e) Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to provide the coverage required by the provisions of this Master Deed or as may be otherwise deemed reasonably desirable or necessary by the Board.

13. Unit Owner Insurance; Restoration. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN INSURANCE FOR LOSS OR DAMAGE BY FIRE, VANDALISM, MALICIOUS MISCHIEF, CASUALTY OR OTHER HAZARDS AND ON THE CONTENTS OF HIS TOWNHOME AND THE DECORATIONS THERETO, INCLUDING WITHOUT LIMITATION CARPETS, WALLPAPER, PAINT, CABINETS, FLOORING, PLUMBING FIXTURES AND LIGHTING FIXTURES, AS WELL AS ANY ADDITIONS WITHIN OR IMPROVEMENTS TO HIS TOWNHOME AND ITS LIMITED COMMON ELEMENTS MADE BY THE UNIT OWNER, AND FOR FURNITURE, FURNISHINGS AND PERSONAL PROPERTY THEREIN, AND ANY PERSONAL PROPERTY OF THE UNIT OWNER STORED ELSEWHERE ON THE PROPERTY. IN ADDITION, EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN INSURANCE INSURING SAID UNIT OWNER PERSONALLY FROM LIABILITY IN CONNECTION WITH THE OWNERSHIP, POSSESSION, USE AND OCCUPANCY OF HIS TOWNHOME AND THE PRIVATE ELEMENTS ATTRIBUTABLE TO HIS TOWNHOME. SUCH INSURANCE SHALL NOT BE THE RESPONSIBILITY OF THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED TO A TOWNHOME, EACH UNIT OWNER ACKNOWLEDGES THAT SUCH INSURANCE IS

AND SHALL BE THE SOLE RESPONSIBILITY OF SAID UNIT OWNER.

14. Townhome Maintenance, Repairs and Replacements.

(a) Maintenance of Townhomes. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements of his Townhome.

(b) Reserved.

(c) Liens; Failure of Unit Owner to Maintain. Upon request by the Board, each Unit Owner shall procure and deliver to the Board such lien waivers and contractor's and subcontractors sworn statements as may be required to protect the property from all mechanics' or materialmen's lien claims that may arise therefrom. If any Unit Owner fails to maintain, repair or replace any items required herein to be maintained, repaired or replaced by said Unit Owner, then the Association shall have the right, but not the duty, at its option, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the assessment to which such Townhome shall be subject under this Master Deed and the Bylaws.

(d) Common Elements. Except to the extent otherwise provided hereinafter, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, and the cost thereof shall be part of the general common expenses, to be assessed to and paid by all Unit Owners

(e) Landscape Maintenance. The expense of cutting, mowing, seeding, repair, replacement and general maintenance of all of the lawn areas, shrubbery and other landscaping located within the Property shall be the responsibility of and shall be furnished by the Association. The cost thereof shall be a part of the general common expenses of the Association. Provided, however, mowing of the lawn area within any Unit Owner's Private Elements, which is enclosed by a fence shall be the responsibility of the Unit Owner.

(f) Street Maintenance. The expense of the maintenance, repair and replacement of the private roads and rights of way in the form of street lighting, sidewalk maintenance, paving, curbing, striping, signage or other roadbed maintenance for the Common Areas shall be the responsibility of and shall be furnished by the Association as a common expense.

(g) Unit Owner Responsibility for Damage. If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Townhome or Townhomes owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then

such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance.

15. Alterations, Additions or Improvements; Architectural Control. No Unit Owner or Occupant shall make any alteration of, or any additions or improvements to, or place any structures, devices or installations upon Common Elements, or any portion thereof, without the prior written approval of the Board. The Board may authorize, and charge as common expenses, any alterations, additions, and improvements to the Common Elements. No Unit Owner shall make any structural alteration, addition or improvement to his Townhome without the prior written approval of the Board. Any Unit Owner may make non-structural alterations, additions or improvements within his Townhome without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Townhomes, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

Except as provided in Paragraph 16, below, no building, fence, wall, outside antenna, satellite dish or other structure or improvement shall be commenced, erected or maintained upon a Townhome or its Private Element nor shall any Unit Owner alter or add to the drives, walkways, sidewalks, drainage facilities or other improvements installed by the Builder or the Association; nor shall any Unit Owner alter or add to the plantings, shrubbery or other landscaping installed by the Builder or the Association; nor shall any Unit Owner enclose the patio or deck affixed to a Townhome nor alter, improve or add to, or paint or decorate his Townhome and the appurtenances thereto, if such alteration, improvement, or addition, paint or decoration, would change the external appearance of the Townhome, and the appurtenances thereto, as installed by the Builder, until plans and specifications showing the nature, kind, shape, height, materials, and location of the same or the exterior paint color thereof, have been submitted to and approved in writing as to harmony of external design, location and color in relation to surrounding improvements, structures and topography by the Board or by an architectural committee composed of three (3) or more representatives appointed by said Board. In the event said Board, or its designated architectural committee, fails to approve or disapprove such construction, installation, alteration or addition within thirty (30) days after said plans and specifications have been submitted to it and the Unit Owner has received a written receipt reflecting such submission to said Board or architectural committee, approval will not be required and this paragraph 15 will be deemed to have been fully complied with.

Work done by the Declarant on the Property shall not be subject to the provisions of this Paragraph 15.

Notwithstanding anything to the contrary set forth elsewhere in this Master Deed, the Association shall not be responsible for the maintenance, repair and replacement of any construction, installation, alterations or additions not made in compliance with the provisions of this Paragraph 15.

A Unit Owner may enclose the rear yard of his Townhome with a black aluminum fence which shall be four feet in height. The rear yard shall extend fifteen (15) feet from rear wall of the Townhome. A Unit Owner may plant and landscape only within this area but will be responsible for watering in this area as well as the area between the front of the Townhome and the street.

16. Decorations; Cleaning. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating and routine cleaning and maintenance within his Townhome as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, carpeting, floor covering, draperies, window shades, curtains, lighting, plumbing and lighting fixtures, and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Townhome, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules and Regulations of the Association, but each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. All windows, doors and screens, including storm windows and doors, forming part of a perimeter wall of a Townhome shall be cleaned and washed, and any damage thereto repaired, at the expense of the Unit Owner of that Townhome.

17. Easements and Encroachments.

(a) Each Unit Owner shall have a perpetual and non-exclusive easement for ingress and egress to his Townhome, in, upon, over, under, across and through the Common Elements.

(b) Easements for installation and maintenance of public and private utilities and drainage facilities are reserved as shown on the Plat and as otherwise shown by the public records. A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles or transformers, cable television systems, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems servicing the Property or the Development Tract, is hereby reserved, which easement shall be for the benefit of the Declarant, any governmental agency, utility company or other entity (public or private) which requires the same for the purpose of furnishing one or more of the foregoing services.

(c) An easement is reserved to the Owner and Declarant in, upon, over, under, across and through the Common Elements during the Development Period in order to maintain such facilities and perform such operations as in the sole opinion of Owner and Declarant may be reasonably required, convenient or incidental to the construction of the Townhomes and Common Elements, including, without limitation, a business office, sales office, storage area, construction yards, signs and model Units, and for a period of two (2) years

thereafter (but in no event more than ten (10) years from the date of recording this Master Deed) in order to make any repairs to improvements on the Property which Declarant may deem necessary.

(d) Reserved.

(e) If any portions of the Common Elements shall actually encroach upon any Townhome, or if any Townhome shall actually encroach upon any portions of the Common Elements, as the Common Elements and Townhomes are shown on the Plan, due to engineering errors, errors in original construction, settlement or shifting of a building, or any similar cause, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist; provided, however, that in no event shall an easement for encroachment be created in favor of a Unit Owner if said encroachment occurred due to the willful act of said Unit Owner.

(f) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements is hereby reserved to the Declarant and the Association for the purpose of maintaining, repairing, and replacing the Common Elements or any equipment, facilities or fixtures affecting or servicing or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner or Occupant, except that, in the case of an emergency, such right of entry shall be immediate, whether the Unit Owner or Occupant is present at the time or not.

(g) The Association, through the Board or any Manager, or Managing Agent, or their respective agents or employees, shall have the perpetual and non-exclusive right of reasonable access and easement to each Townhome to remedy any violations of the provisions of this Master Deed, the Bylaws, or any Rules and Regulations of the Association.

(h) An easement is hereby reserved as may be shown on any plan, or any recorded plat, or otherwise by the public records, over, across, through and upon the Property for any private streets or roads providing access to, and ingress and egress to and from, any publicly dedicated streets or roadways. To the extent that such private roads or streets provide the only reasonable means of access, ingress and egress to and from such publicly dedicated streets and roadways for the owners and occupants of any other property or properties contained within the Development Tract, then such easements for such private streets and roadways on the Property may not be extinguished or modified in any way so as to prevent such access, ingress and egress on the part of said owners and occupants without the prior written consent, expressed in a recordable instrument, of the record owner or owners of any such other affected property or properties contained in the Development Tract.

(i) An easement is hereby established for the benefit of the Municipality over all portion of the Property for the setting, removing and reading of water meters, for maintaining and replacing water, sewage and drainage facilities, for police protection, fire fighting and garbage collection and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Property. In no case shall the Municipality be responsible for failing to provide any emergency or regular fire, police, or other public service to the Property or to any of its occupants, when such failure is due to the lack of access to such area as a result of inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, or any Owner or occupant of a Townhome.

18. Use and Occupancy Restrictions; Leases. The following restrictions on the use and occupancy of the Property, or any part thereof, are made a part of this Master Deed, to which each Unit Owner and Occupant shall be subject:

(a) General. No Townhome shall be used as a other than for single family residential purposes and purposes incidental and necessary thereto. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner or Occupant from: (i) keeping his personal business or professional records or accounts; or (ii) handling his personal business or professional calls or correspondence from his Townhome. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction. Further, the foregoing restriction shall not preclude real estate sales offices and construction trailers from being maintained on the Property by or on behalf of the Declarant for purposes of the construction, development and sale of the Property and the Townhomes located or to be located thereon.

Each Unit Owner and Occupant shall maintain his Townhome in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done or kept within his Townhome or in or upon the Common Elements which may increase the cost or cause the cancellation of insurance on other Townhomes or on the Common Elements.

(b) Nuisances. No unlawful, noxious or offensive activities shall be carried on or in any Townhome, the Common Elements, or elsewhere on the Property, nor shall anything be done therein or thereon, which may be or may become an annoyance or nuisance or which shall in the judgment of the Board cause unreasonable noise and disturbance to others.

(c) Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used on the Property at any time temporarily or permanently as a residence. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be permitted on the Property at any time temporarily or permanently; provided, however, that with the prior written consent of the Board,

temporary structures may be erected for use in connection with the repair or rebuilding of a Townhome, the Common Elements, or any portion thereof. However, nothing in this paragraph shall serve to prohibit the Declarant and/or Owner, its agents, representatives, successors or assigns, from maintaining a temporary structure for the purposes of a sales and/or construction office during the development of and construction on the Property.

(d) Signs. Except for signs provided by the Declarant or the Association, no signs of any kind shall be displayed to the public view on the Property, except professionally lettered builders or Realtors signs in good taste and not exceeding eighteen (18) inches x twenty-four (24) inches in size which shall require the prior written consent of the Board and must be displayed in front of a Townhome.

(e) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept provided they are confined to the Townhomes of their owners by leash or fence; and, provided that such dogs, cats or other household pets are not kept, bred or maintained for any commercial purposes; and, further provided they are not kept in such numbers as to become a nuisance to others and are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted by the Association.

(f) Garbage and Refuge Disposal. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be disposed of in a clean and sanitary manner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept inside the garage serving the Townhome in question. Garbage cans, trash containers or recycling containers shall not be permitted on the street or at the curb in a manner so that it is not concealed for more than twenty-four (24) hours following pickup of trash or recyclables.

(g) Clothes lines. No outside clothesline, posts, racks or dryers of any kind will be permitted on the Property.

(h) Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use, or vehicles of any kind in disrepair, may not be kept or parked on the Property or any street. Moreover, no Unit Owner or Occupant shall permit any motor vehicles (operable or inoperable) owned by such Unit Owner or Occupant, or by any person on the premises as guest or invitee, to remain parked on the streets for more than forty-eight (48) hours. Vehicles may not be assembled, disassembled or serviced on the Property or any street unless completely hidden from public view. No mobile home, bus, truck of over one ton, tractor/trailer rig (separate or in combination), or house trailer may be parked or stored on the Property or any street. No boat, trailer, camper or recreational vehicle shall be kept, stored or parked on any street nor in the driveway in front of the Townhome for more than forty- eight (48) hours.

(i) Water Supply; Sewerage Disposal; Drainage. No Townhome shall be

occupied and used unless the same shall be connected with, and served with, water and sewerage from the water and sanitary sewer supply mains provided for the Property. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstruction or debris shall be placed in these areas. No Unit Owner may obstruct or re-channel drainage flows after the installation of drainage swales, storm sewers and/or storm drains.

(j) Use of Common Elements. The Common Elements shall be used only by Unit Owners, Occupants, and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from their respective Townhomes and for such other purposes incidental to the use of the Townhomes; provided, however, areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner or Occupant, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the Board or the Declarant at such future time, affecting any part or all of said Common Elements.

(k) Storage. Articles of personal property belonging to any Unit Owner or Occupant, such as bicycles, wagons, toys, furniture, clothing and other articles shall only be stored or kept in the Townhome.

(l) Outside Lights. No exterior lighting visible from any street, other than porch and eave lights, shall be permitted except for (a) decorative post lights; (b) street lights in conformity with any proposed or established street lighting program for the Property; (c) seasonal decorative lighting at Christmas (the display of which is limited annually to the period between Thanksgiving and the following January 7); and (d) those installed by the Declarant.

(m) Mail boxes. Mail boxes of a type consistent with the character of the regime shall be selected and placed by the Declarant and shall be maintained by the Association to compliment the residences and the neighborhood.

(n) Lease of a Townhome; Prohibition Against Multiple Leases. No Townhome, or interest therein, shall be leased by a Unit Owner except by a written lease. The Lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights and obligations of this Master Deed and Bylaws and the Rules and Regulations and the lease shall expressly so provide. Failure to comply with the Master Deed and Bylaws shall be a default under such lease. No Unit Owner may lease less than the Development Unit, nor lease his Townhome for transient or hotel purposes. A copy of all such leases shall be furnished to the Board. No lease shall have an initial term of less than one hundred eighty (180) days. IN ORDER TO PREVENT THE PURCHASE OF UNITS BY INVESTORS FOR USE AS RENTAL PROPERTY AND MAINTAIN THE CHARACTER OF THE PROPERTY AS A RESIDENTIAL COMMUNITY OF OWNER/OCCUPANTS, NO MORE THAN TWO (2) UNITS MAY BE RENTED OR LEASED BY A UNIT OWNER AT ANY ONE TIME. THIS RESTRICTION

SHALL NOT BE DEEMED TO PROHIBIT AN INSTITUTIONAL LENDER WHO TAKES TITLE TO A UNIT PURSUANT TO THE TERMS OF ITS SECURITY INSTRUMENT FROM LEASING A UNIT FOR A LIMITED PERIOD OF TIME UNTIL THE INSTITUTIONAL LENDER CAN FIND A BUYER FOR THE UNIT.

(o) Additional Prohibited Activities. The Board may from time to time reasonably prohibit certain activities on the Property and such prohibition shall be final and binding on all Unit Owners and Occupants.

(p) Use by Declarant. During the period of construction and sale of Townhomes by the Declarant, the Declarant, and Declarant's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to such access, ingress to and egress from the Townhomes and the Property as may be required for purposes of said construction and sale of Townhomes. While the Declarant owns any Townhomes, and until each Townhome owned by it is occupied by the purchasers thereof, the Declarant and its employees and agents may use and show one or more of such unsold or unoccupied Townhomes as a model Townhome or Townhomes and may use one or more of such unoccupied Townhome or Townhomes as a construction or sales office, and may maintain customary signs in connection therewith.

(q) Garages. Unit Owners and Occupants shall take all steps necessary to keep garage doors closed except for such limited and reasonable periods of time which may be necessary for repair and/or access. The Unit Owner shall be responsible for maintenance of the garage door. All Unit Owners and Occupants shall park their vehicles first, to the extent possible, in the garage that is a part of their Townhome, and then in the driveway appurtenant to their garage and Townhome.

19. Remedies and Enforcement.

(a) In the event of any violation of the provisions of the Act, this Master Deed, Bylaws, or Rules and Regulations of the Association any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Townhome), the Association, or its successors or assigns, and any Unit Owner aggrieved thereby, including the Declarant, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, the Bylaws, or said Rules and Regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Townhome 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 Townhome and to seal the same as provided hereinafter in this Paragraph 19, or for any combination of remedies, or for any other relief. All expenses of the Association and the Declarant in connection with any such actions or proceedings, including court costs and attorney's fees and

other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to assessed against, and paid by such defaulting Unit Owner. All such expenses of the Association, if not paid, shall be added to and deemed part of the Unit Owner's respective share 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 Townhome, and its percentage interest in the Common Elements, of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Townhome or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Townhome, to the extent hereinabove set forth in Paragraph 10 hereof. In the event of any such default by any Unit Owner, the Board and the Manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection herewith 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 Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against the Townhomes.

The violation of any term, provision, covenant, restriction or condition of the Act, this Master Deed, the Bylaws, or the Rules and Regulations shall give the Board the right, in addition to any other rights provided for in this Master Deed: (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Townhome or any portion of the Property 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 of this Master Deed, the Bylaws, or the Rules and Regulations of the Association, and the Board or its employees or agents, shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Townhome in the manner provided by law. Notwithstanding anything contained in this paragraph to the contrary, in the event the Board uses the right of summary abatement or similar means to enforce any violation of any restriction or condition or regulation adopted by the Board or the or the breach of any covenant or provision herein contained, the Board shall institute appropriate judicial proceedings for such violations or breach before any items of construction can be altered or demolished.

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate the Act, or any of the covenants or

restrictions or provisions of this Master Deed, the By-Laws, 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 Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation, then the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Townhome, and thereupon an action in equity may be filed by the Board against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Unit Owner or Occupant, or in the alternative, for control of the Townhome owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Unit Owner in the Townhome shall 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 his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxes against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Townhome and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Townhome sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Master Deed.

In the event of any violation of the provisions of the Act, this Master Deed, the By-Laws, or Rules and Regulations of the Association by the Association itself or the Board, any Unit Owner aggrieved thereby shall have all rights and remedies provided for in the Act, this Master Deed, the By-Laws, or said Rules and Regulations, or which may be available at law or in equity.

The failure by the Board, or any Unit Owner, including the Declarant, to enforce any covenant or restriction, or Rule and Regulation, provided in or by this Master Deed, the Bylaws, or the Act shall in no event be deemed a waiver of the right to do so thereafter.

20. Amendment. The provisions of this Master Deed may be changed, modified or amended by an instrument in writing setting forth such change, modification or amendment, signed by not less than sixty-seven percent (67%) of the Unit Owners and acknowledged; provided , however, that any such change, modification or amendment which would change or delete any right, remedy, benefit or privilege afforded to the Declarant under this Master Deed shall require the consent of the Declarant in order to

be effective; and further provided, however, that all holders of mortgages or deeds of trust on the Property of record shall have been notified by certified mail of such change, modification or rescission and an affidavit by the President or Secretary of the Association certifying to such mailing shall be made a part of such instrument and that any amendment so requiring it under the provisions of Paragraph 25, below, shall also have the prior written approval of each Institutional Lender as required therein.

This Paragraph 20 is by way of supplement to and not in derogation of any powers of amendment reserved to Declarant in this Master Deed.

Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves and shall have the right, power, privilege and authority, in its sole discretion, to from time to time amend this Master Deed and any Exhibit hereto without the consent , joinder or approval of the Association, the Board, any Unit Owner, any person having a contractual right to purchase a Townhome, any mortgagee or beneficiary of any mortgage or deed of trust on any Townhome, or any other person, for the purposes hereinafter set forth. Such right, power, privilege and authority of Declarant shall expire at the end of the Development Period. This right, power, privilege and authority to amend shall be used (i) to correct clerical errors and make other clarifications, (ii) to adjust boundary lines where necessary for clarification, (iii) to reflect accurate surveys, (iv) to reflect the actual location and/or areas of the Townhomes as built, (v) to conform to the requirements of any law or governmental agency having legal jurisdiction over the Property, (vi) to qualify the Property or any Townhomes and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency, including without limitation the U.S. Department of Housing and Urban Development, Federal Housing Administration, Veteran's Administration, the Federal National Mortgage Association or any Institutional Lender. Declarant shall execute this power to amend by filing an amendment of record in the Register's Office of Davidson County, Tennessee. Declarant shall be in no way obligated to amend this Master Deed or any Exhibit hereto pursuant to this paragraph. Declarant further reserves the right during the Development Period to change the configuration and square footage of Townhomes to be constructed in a Building and shall have the right to amend this Master Deed to modify the portion of **Exhibit B** which describes the Townhomes so reconfigured or changed.

No amendment shall discriminate against any Unit Owner, or against any Townhome or class or group of Townhomes, unless the Unit Owner or Unit Owners so affected shall consent. No amendment shall change the voting rights provided for under Paragraph 5, above, unless the Unit Owner or Unit Owners so affect shall consent. Except as provided in the case of expansion under Paragraph 32, below, or as otherwise provided in this Master Deed, no amendments shall change any Townhome, nor the share of the Common Elements appurtenant to it, if such change will increase the Unit Owner's share of the common expenses, unless such Unit Owner and any Institutional Lender encumbering such Townhome shall join in the execution of the amendment.

Notwithstanding anything contained herein to the contrary, if the Act, this Master Deed or the By-Laws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Master Deed, then any instrument amending any provision of this Master Deed with respect to such action shall be signed by all Unit Owners or all lien holders or both as required by the Act or this Master Deed. No provisions in this Master Deed may be changed, amended or modified so as to conflict with the provisions of the Act.

Any amendment shall be effective upon the recording of such instrument in the Register's Office of Davidson County, Tennessee.

21. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by the Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, George W. Bush.

22. Rights and Obligations. Each grantee of a Townhome, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Deed and the By-Laws. All present and future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Master Deed and the By-Laws. Any restrictions or rules in the By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of Declarant, are hereby incorporated into and made a part of this Master Deed by reference. All restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall be binding upon and inure to the benefit of such person in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Unit Owners and Occupants of a Townhome shall be subject to, and shall comply with the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance, devise, or lease to a Townhome, or the entering into occupancy of any Townhome, shall constitute an agreement that the provisions of the Bylaws and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Townhome, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of this Master Deed, the Bylaws, and the Rules and Regulations of the Association may be incorporated by reference in, and become part of, the agreement between any mortgagee of a Townhome and any present or future Unit Owner who enters into such an agreement with a mortgagee of his Townhome. When so incorporated, any default in the terms and conditions of this Master Deed, the Bylaws, and Rules the and Regulations may be considered by the mortgagee of a Townhome as a default, whereupon said mortgagee, after exercising its option to declare a default, shall then have all of the right and privileges arising as a result of a default under its agreement with said Unit Owner.

23. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. If the Board in its sole and absolute discretion approves the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after receipt of the award, the Board shall disburse the net proceeds of such award on a fair and reasonable basis to the mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected. The decision of the Board as to the fairness and reasonableness shall be binding upon all parties if such decision reasonably relates to the given facts.

If a Townhome is acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Townhome's percentage of ownership interest in the Common Elements and its common expense liability shall be automatically reallocated by the Association to the remaining Townhomes in proportion to their respective percentage interests and liabilities before the taking. Any remnant of a Townhome remaining shall thereafter be a Common Element.

If any Townhome or portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender of a Townhome will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any documents establishing the Property will entitle the Owner of a Townhome or other party to priority over such Institutional Lender with respect to the distribution of the proceeds of any award or settlement as to such Townhome.

24. Rights Reserved. In addition to any rights elsewhere reserved in this Master Deed, the right and easement of use and enjoyment of the Common Elements, attributable to a Townhome, provided for by this Master Deed, shall be subject to:

(a) The right of the Association, as provided in the By-Laws or Rules and Regulations, to suspend the enjoyment right of any Unit Owner or Occupant for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations;

(b) The right of the Association to charge reasonable fees for the use of any part or parts of the Common Elements;

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements (including the Limited Common Elements) to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless members of the Association entitled to cast sixty-seven percent (67%) of the total votes of the Association have agreed to such dedication, transfer, purpose, or condition;

(d) The right of Declarant, at its sole expense, to relocate, expand, modify, reduce, or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewers, utility lines or service connections, in order to serve the existing Townhomes; and

(e) The right of the Association to grant such easements and rights-of- way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements (including the Limited Common Elements) and the Townhomes.

(f) The right of the Declarant to subject the whole Property to such cross easements for ingress, egress, access and utilities as may be necessary, or as may be required by the Municipality to serve the Property and the Development Tract.

25. Rights and Protection of Institutional Lenders. In addition to any other rights granted to mortgagees or holders of deeds of trust elsewhere in this Master Deed or under the Act, the following rights and protection are hereby granted to and for the benefit of any Institutional Lender:

(a) Unless at least sixty-seven percent (67%) of the Institutional Lenders who have requested notice (based upon one vote for each Townhome upon which a mortgage is owned), have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the horizontal property regime established hereby;

(ii) Change the prorata interest or obligations of any Townhome for the

purpose of:

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

2) Determining the prorata share of ownership of each Townhome in the Common Elements.

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Property shall not be deemed to transfer within the meaning of this clause;

(v) Use hazard insurance proceeds for losses to any or all of the Property (whether to Townhomes or to Common Elements) for other than the repair, replacement or reconstruction of such Property;

(b) Institutional Lenders shall have the right to examine the books, records and financial statements of the Association, as well as this Master Deed, the By-Laws, and other rules concerning the Property at reasonable times and upon reasonable notice.

(c) Institutional Lenders shall have the right, upon written request, to receive a financial statement from the Association for the immediately preceding fiscal year;

(d) Institutional Lenders shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(e) Institutional Lenders 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;

(f) Institutional Lenders, upon written request, shall be notified by the Association in writing of any default by the mortgagor of a Townhome in the performance of such mortgagor's obligations under the Property documents which is not cured within sixty (60) days from the date of such default;

(g) Any Institutional Lender who obtains title to a Townhome 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, shall take the Townhome free of any claims for unpaid assessments or charges against the mortgaged Townhome which accrue prior to the time such holder comes into possession of the Townhome. Specifically, and without limitation upon the above provisions of this subsection, this Master Deed, the By-Laws, or any other of the Property's constituent documents shall not impair the rights of an Institutional Lender to:

(i) Foreclose or take title to a Townhome pursuant to the remedies provided in the mortgage, or

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

(iii) Sell or lease a Townhome acquired by the mortgagee.

(h) As set forth in Tennessee Code Annotated Section 66-27-120, all taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the Townhome and not to the Property as a whole.

(i) Institutional Lenders shall be entitled to timely written notice of any condemnation or casualty loss that affects either a material portion of the Common Elements or the Townhome securing the Institutional Lender's mortgage, and no Unit Owner, or any other party, shall have priority over any rights of Institutional Lenders in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Townhomes and/or Common Elements.

(j) Any agreement for professional management of the Property, whether it be by Declarant, the Association, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days' written notice, and for cause upon thirty (30) days' notice, and the terms of any such contract shall so provide and shall not be of a duration in excess of one (1) year. Prior written approval of each institutional first mortgagee shall be required in the event of any decision to terminate professional management and assume self-management of the Association.

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

(l) Intentionally Deleted.

(m) Notwithstanding the above, any Institutional Lender shall have all of the

rights granted to a first mortgagee in this Master Deed, the Bylaws, or under the Act, and in addition shall have all of the rights granted to an Institutional Lender of a Townhome under its deed of trust, and under the laws of the State of Tennessee.

(n) In addition to the required votes of the Unit Owners necessary to approve a proposed amendment as set forth in Paragraph 20 of this Master Deed, unless a higher percentage vote is required elsewhere in this Master Deed or by the Act, fifty-one percent (51%) of the votes of Institutional Lenders who have requested notice (based upon one vote for each Townhome upon which a mortgage is owed) shall be required to approve any amendment to this Master Deed or the Bylaws which would materially effect or change:

(i) The voting rights of Unit Owners;

(ii) The method of assessment of common expenses or the priority of the lien of the Association for unpaid assessments;

(iii) The requirement of a reserve fund for the repair or replacement of the Common Elements;

(iv) The allocation of responsibility for maintenance or repair of the Common Elements or Townhomes;

(v) The percentage ownership interest in the Common Elements allocated to each Townhome; or the rights of Unit Owners to use the Common Elements;

(vi) The boundaries of a mortgaged Townhome;

(vii) or which would convert a Townhome or portion of a Townhome, to Common Elements, or vice versa;

(viii) or which would add additional property to the Property, or withdraw a portion of existing property from the Property;

(ix) The right of a Unit Owner to lease, sell or transfer a Townhome;

(x) The method of determining when the property will be reconstructed or repaired in the event of partial destruction;

(xi) any provision of this Master Deed which expressly benefits any mortgagee, insurer or guarantor.

(o) Unless a higher percentage vote is required by the Act, the prior written approval of at least sixty-seven percent (67%) of the Institutional Lenders (based

upon one vote for each Townhome upon which a mortgage is owned) who have requested notice is required before the effectuation of any decision by the Unit Owners to terminate the horizontal property regime established hereby.

Notwithstanding the foregoing, the provisions of subparagraphs (a), (n) and (o), above, shall not apply in the case of substantial loss to the Townhomes and/or Common Elements as a result of destruction, damage or condemnation.

Institutional Lenders shall request notice of the matters set forth hereinabove by making written request to the Association upon becoming an Institutional Lender hereunder, such request to state the name and address of such Institutional Lender and the Townhome number. The Association may rely upon such information and the information contained in the book entitled "Mortgagees of Townhomes" as must be established pursuant to the Bylaws in making the notifications required hereunder.

Any notice requesting approval of any Institutional Lender as required hereinabove shall advise said Institutional Lender that failure to respond within thirty (30) days of said notice shall be deemed to be approval by said Institutional Lender of the matter for which approval is being sought.

26. Trustee as Unit Owner. In the event title to any Townhome is conveyed to a land title-holding trust, under the terms of which all power of management, operation and control of the Townhome remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Master Deed against such Townhome. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Townhome and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Townhome.

27. Right of First Refusal. The Association shall in no event have any right of first refusal to purchase any Townhome and no Unit Owner nor the Declarant shall have the right to encumber any Townhome to any right of first refusal or similar limitation on the sale, conveyance or transfer of any Townhome

28. Notices. Notices provided for in the Act, this Master Deed, or the By-Laws shall be in writing, and shall be addressed to the Association c/o the Declarant at 325 Seaboard Lane, Suite 100, Franklin, Tennessee 37067, or at such other address as may be hereinafter provided. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Unit Owners. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written

acknowledgment of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Townhome shall be given a copy of all notices permitted or required by this Master Deed to be given to the Owner or Owners whose Townhome is subject to such mortgage or trust deed.

29. Severability. If any provision of this Master Deed, the By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Master Deed on the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Master Deed or, the By-Laws shall be construed as if such invalid part was never included therein.

30. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit, or describe the scope of these provisions or the intent of any provision hereof.

31. Gender. The use of the masculine gender in this Master Deed and in the By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

32. Declarant and Owner Development Activities. Pursuant to an agreement with the Owner, the Owner will cause the roads, parking areas, etc. on Development Tract to be constructed in order for Declarant to exercise its option to purchase Townhome Private Elements from the Owner from time to time by purchasing all the Townhomes to be contained in a Building and the Private Elements appurtenant thereto. Declarant will then construct the Building and the Townhomes to be contained therein. The Townhomes will then be sold by Declarant to Unit Owners.

Notwithstanding anything to the contrary set forth in Paragraph 20, above, no amendment or modification of this Master Deed which amends, modifies or in any way changes or affects the rights of the Declarant provided by this Paragraph 32 may be made or shall be effective without the express prior written consent of the Declarant to such amendment or modification.

IN WITNESS WHEREOF, Declarant and Owner have executed this Master Deed

this 28th day of June, 2005.

NEWMARK HOMES, L.P.

By: _____
Title: Division President 6-28-2005

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, John Montgomery, 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 Div. Pres. / Nashville of Newmark Homes, L.P., the bargainor, a corporation, and that he as such Div. President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such John Montgomery.

WITNESS my hand and official seal at Franklin TN, this 28th day of June, 2005.

Belinda J Cottrell
NOTARY PUBLIC

My commission expires: 6-7-08

BELINDA J COTTRELL NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TN

MAYFAIR DEVELOPMENT GROUP, LLC

By: Denzel H. Carbine
Its: Secretary

STATE OF TENNESSEE
COUNTY OF Tennessee

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Denzel H. Carbine, 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 Secretary of ~~Parkside~~ Mayfair Development Group, LLC, the bargainor, a limited liability company, and that he as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Secretary.

WITNESS my hand and official seal at Franklin, TN, this 28th day of June, 2005.

Belinda J Cottrell
NOTARY PUBLIC

My commission expires: 6-7-08

BELINDA J COTTRELL
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TN

Prepared By: **Anderson, Delk, Epps & Associates, Inc.**
618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211

Exhibit "A"
Property Description
Barrington Place

Being a 20.286 more or less acre tract of land lying in the 31st Councilmanic District of Davidson County, Tennessee, and being the same property conveyed to Mayfair Development Group, LLC, as evidence by deeds of record at instrument Numbers 20040920-112515, 20040920-112516, and 20040920-112517, Register's Office Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a concrete monument found on the southerly right-of-way of Old Hickory Boulevard, said point being the most northwesterly corner of an open space tract on the plan of Montgomery Place, Section One, of record in Plat Book 7900, page 708, Register's Office Davidson County, Tennessee, said point being the most northeasterly corner of the herein-described tract;

Thence with the westerly line of said plan of Montgomery Place, Section One, and the plan of Montgomery Place, Section Two, of record in Plat Book 7900, page 922, Register's Office Davidson County, Tennessee,

South 05 Degrees 13 Minutes 15 Seconds West a distance of 977.37 feet to an iron pin found in the northerly line of an open space tract on the plan of Brownstone, Section One, of record in Plat Book 9700 page 497, Register's Office Davidson County, Tennessee

Thence with the northerly and westerly line of said plan of Brownstone, Section One, the following three calls:

North 82 Degrees 21 Minutes 37 Seconds West a distance of 345.04 feet to an iron pin (old);

Thence North 79 Degrees 28 Minutes 31 Seconds West a distance of 39.50 feet to an iron pin (old);

Thence South 07 Degrees 24 Minutes 13 Seconds West a distance of 129.45 feet to an iron pin (old);

Thence South 08 Degrees 14 Minutes 20 Seconds West a distance of 480.05 feet to an iron pin set in the westerly margin of Almadale Circle;

Thence with the northerly line of the plan of Cloverland Park, of record at Instrument No. 20001013-0102079, Register's Office Davidson County, Tennessee,

North 53 Degrees 05 Minutes 06 Seconds West a distance of 519.70 feet to an iron pin (new);

Thence with the northerly line of the plan of Cloverland Acres, Section Eleven,

North 69 Degrees 08 Minutes 54 Seconds West a distance of 647.49 feet to an iron pin (new) set in the easterly line of an open space tract on the plan of Fredericksburg, Section 5C, of record in Plat Book 9700, page 48, Register's Office Davidson County, Tennessee;

Thence with the easterly line of said plan of Fredericksburg, Section 5C, the following three calls:

North 70 Degrees 13 Minutes 29 Seconds East a distance of 120.00 feet to an iron pin (new);

Thence North 69 Degrees 41 Minutes 10 Seconds East a distance of 244.22 feet to an iron pin (new);

Thence North 06 Degrees 42 Minutes 43 Seconds East a distance of 273.34 feet to an iron pin (old);

Thence with the common line of the herein described tract and the plan of Townhomes of Fredericksburg, Phase 2, Section 7, of record in Plat Book 9700, page 957, Register's Office Davidson County, Tennessee, the following two calls:

South 83 Degrees 21 Minutes 44 Seconds East a distance of 757.48 feet to an iron pin (new);

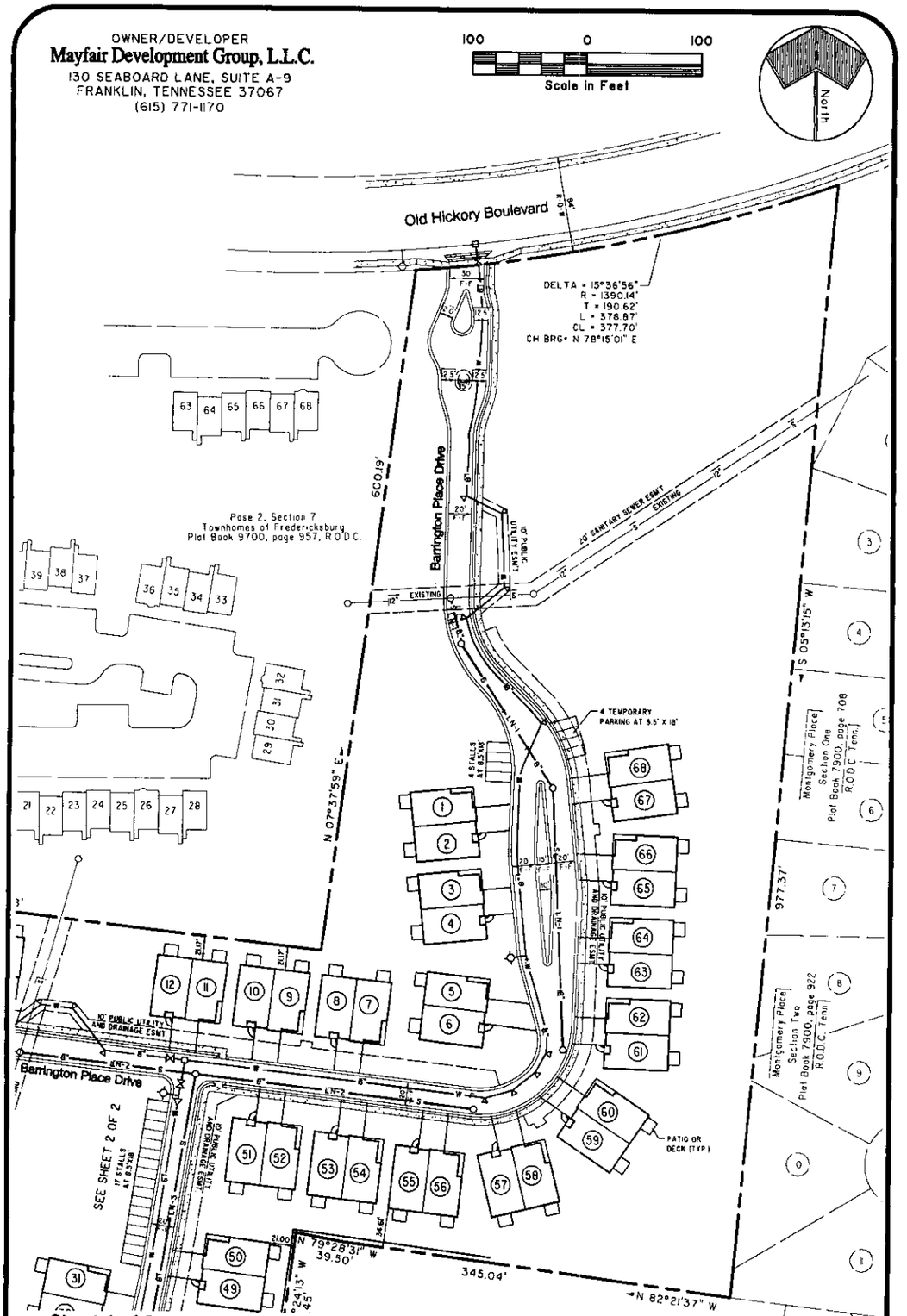
Thence North 07 Degrees 37 Minutes 59 Seconds East a distance of 600.19 feet to an iron pin found in the southerly right-of-way of Old Hickory Boulevard;

Thence with said right-of-way of Old Hickory Boulevard, along a curve to the left having a radius of 1390.14 feet, through a central angle of 15 Degrees 36 Minutes 56 Seconds, an arc distance of 378.87 feet, said curve having a chord direction of North 78 Degrees 15 Minutes 01 Seconds East and a chord distance of 377.70 feet to the point of Beginning, containing 883,678 Square Feet or 20.286 acres, more or less.

COLLECTIVE EXHIBIT B

BARRINGTON PLACE

THE PLAN



Sheet 1 of 2

Barrington Place

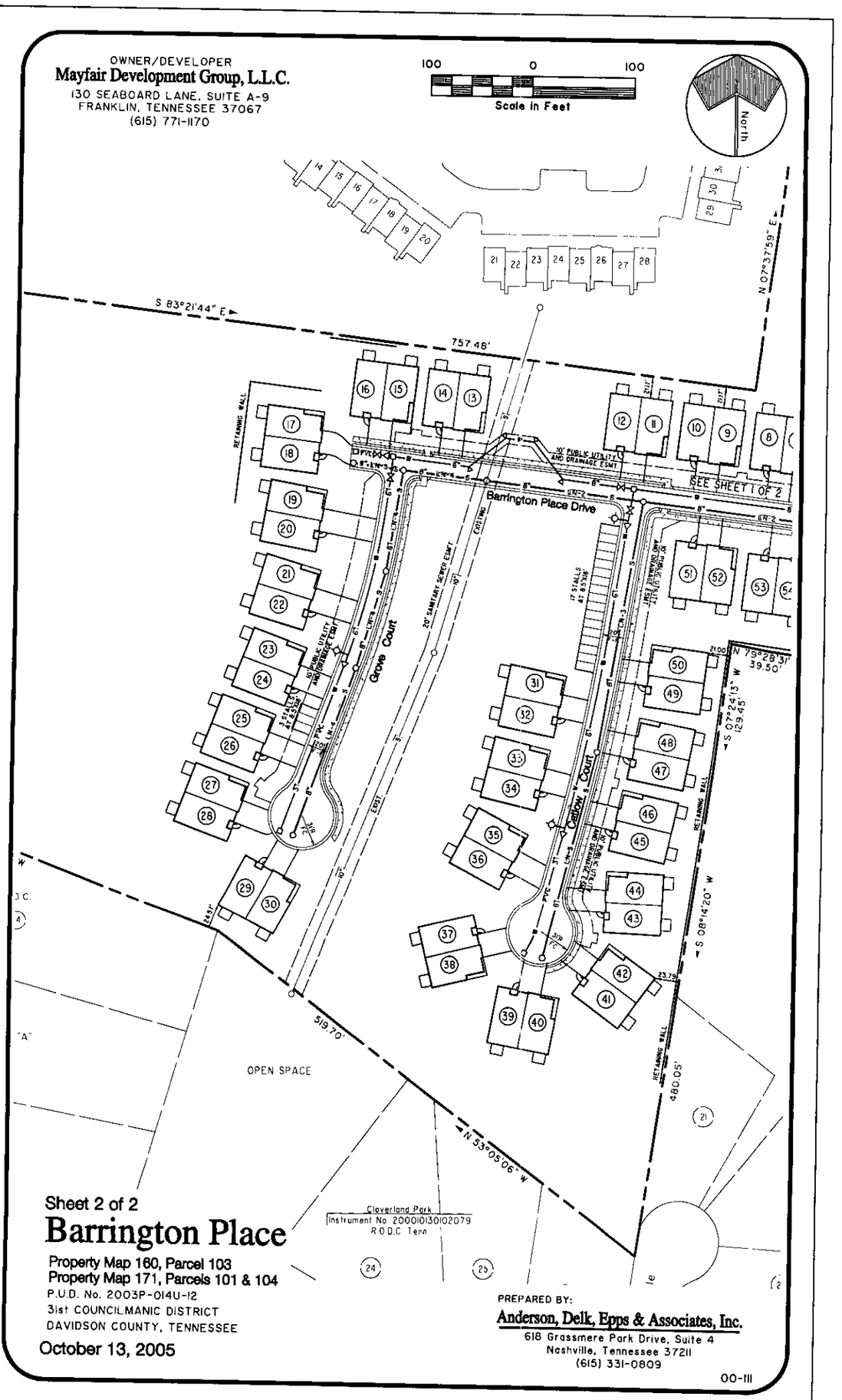
Property Map 160, Parcel 103
Property Map 171, Parcels 101 & 104

P.U.D. No. 2003P-014U-12
31st COUNCILMANIC DISTRICT
DAVIDSON COUNTY, TENNESSEE

October 13, 2005

PREPARED BY:
Anderson, Delk, Epps & Associates, Inc.
618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211
(615) 331-0809

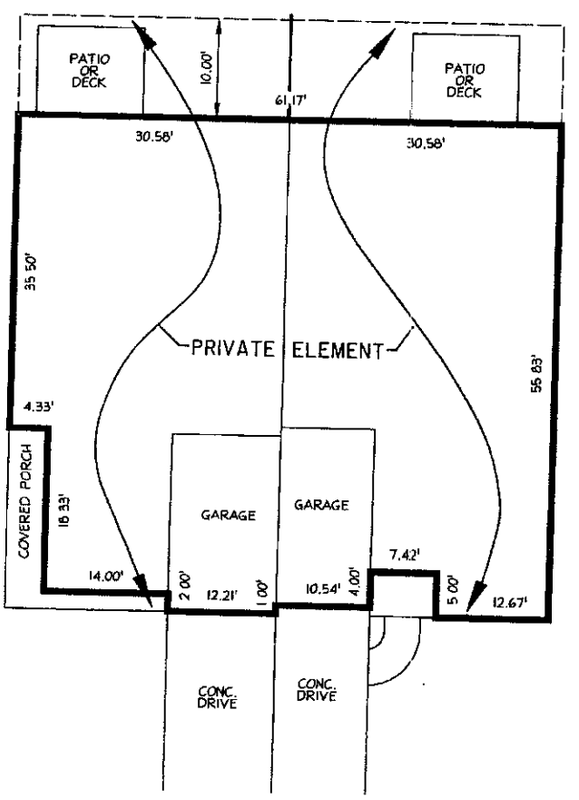
00-111


OWNER/DEVELOPER
Mayfair Development Group, L.L.C.
130 SEABOARD LANE, SUITE A-9
FRANKLIN, TENNESSEE 37067
(615) 771-1170
100 0 100
Scale in Feet
North
S 83°21'44" E
757.48'
N 07°37'59" E
SEE SHEET 1 OF 2
Barrington Place Drive
Grove Court
Carlow Court
N 79°28'31" W
39.50'
S 07°24'13" W
129.45'
S 08°14'20" W
480.05'
N 53°05'06" W
519.70'
OPEN SPACE
Cloverland Park
Instrument No 20001013O102079
R.O.D.C. Tenn.
Sheet 2 of 2
Barrington Place
Property Map 160, Parcel 103
Property Map 171, Parcels 101 & 104
P.U.D. No. 2003P-014U-12
31st COUNCILMANIC DISTRICT
DAVIDSON COUNTY, TENNESSEE
October 13, 2005
PREPARED BY:
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Nashville, Tennessee 37211
(615) 331-0809
00-111

PLAN DATA:

ATTACHED UNITS:	68 PROPOSED (34) 3 BR UNITS & (34) 2 BR UNITS) 80 PERMITTED
SITE ACREAGE:	20.286± AC. OR 883,679 SQUARE FEET
GROSS FLOOR AREA PERMITTED:	353,472± SQ. FT.OR 40%
GROSS FLOOR AREA PROPOSED:	264,640± SQ. FT OR 30%
IMPERVIOUS SURFACE AREA PERMITTED:	530,207± SQ. FT.OR 60%
IMPERVIOUS SURFACE AREA PROPOSED:	341,260± SQ. FT OR 39%
PARKING REQUIRED:	34 UNITS x 2.5 SPACES/UNIT = 85 SPACES 34 UNITS X 2.0 SPACES/UNIT = 68 SPACES TOTAL PARKING REQUIRED : 153 SPACES
PARKING PROVIDED:	160 SPACES
DENSITY PERMITTED:	4 UNITS / ACRE
DENSITY PROPOSED:	3.35 UNITS / ACRE

ALL UNITS SHALL HAVE 2-STORY FRONTS AND 1-STORY REARS.
ALL UNITS SHALL HAVE A 1-CAR GARAGE.



Building Detail "A"
Mayfair

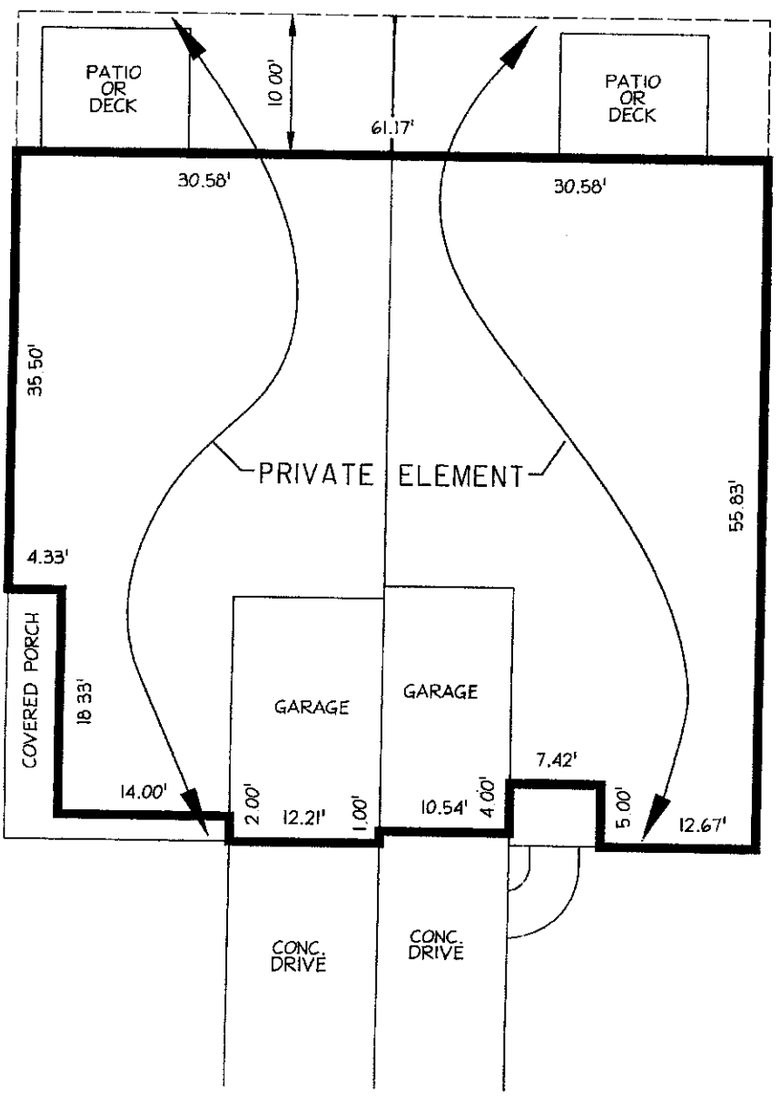
Typical Building
not to scale

P.U.D. No. 2003P-014U-12
31st COUNCILMANIC DISTRICT
DAVIDSON COUNTY, TENNESSEE

June 21, 2005

PREPARED BY:
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Typical Building
not to scale

Building Detail "A"
Mayfair

P.U.D. No. 2003P-014U-12
31st COUNCILMANIC DISTRICT
DAVIDSON COUNTY, TENNESSEE

June 21, 2005

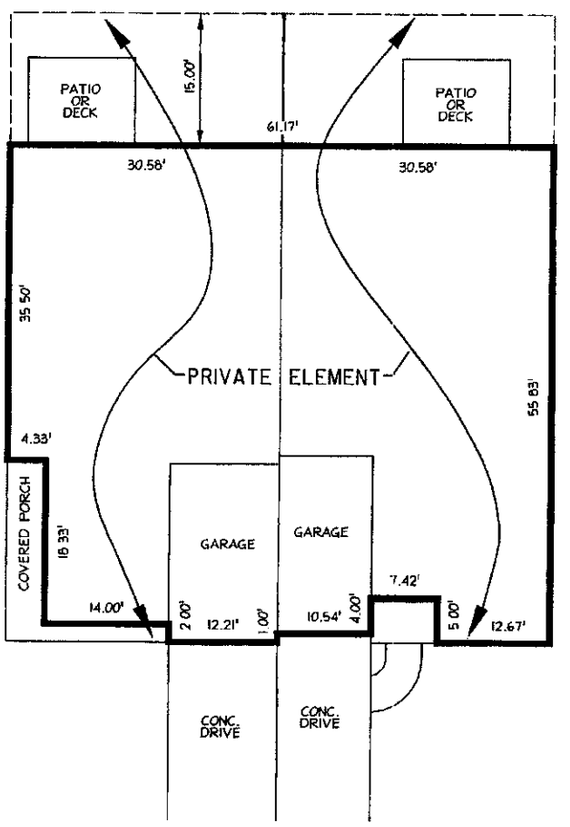
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Building Detail "B"
Mayfair

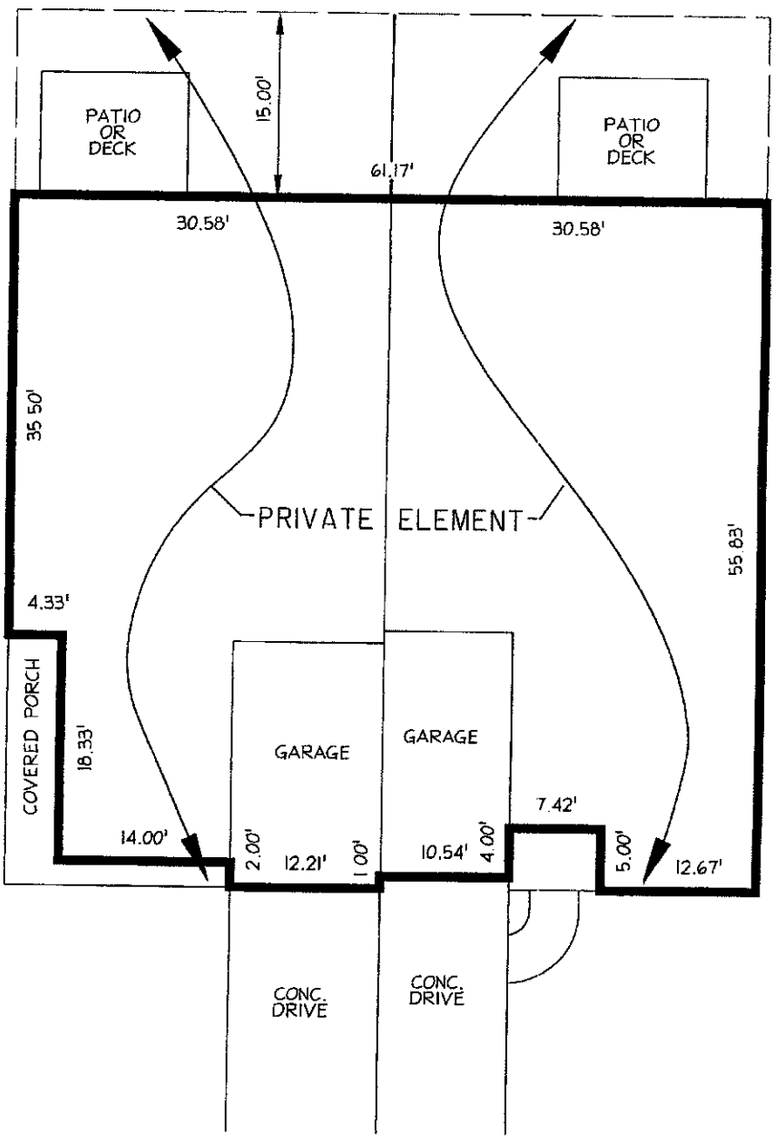
Typical Building
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Typical Building
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Building Detail "B"
Mayfair

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00-111

EXHIBIT "C"
TO MASTER DEED
FOR BARRINGTON PLACE

BY-LAWS OF BARRINGTON PLACE
OWNERS ASSOCIATION

ARTICLE I

Name and Location

1. Name and Location: The name of the Association is BARRINGTON PLACE OWNERS ASSOCIATION (the "Association"). The Association is a Tennessee nonprofit corporation. The principal office of the Association shall be located at 325 Seaboard Lane, Suite 100, Franklin, Tennessee 37067.

ARTICLE II

Members
(Unit Owners)

Section 1. Eligibility. The Members of the Association shall consist of the Unit Owners of the horizontal property regime known as BARRINGTON PLACE located in Davidson County, Tennessee (the "Property"), which has been submitted and is subject to the Horizontal Property Act of the State of Tennessee (the "Act). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner or beneficiary.

Section 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Regular Meetings.

(a) During the Development Period, as defined in the Master Deed, regular meetings of the Unit Owners shall be held annually, with the first such meeting to be held not less than one (1) year after Declarant has conveyed and delivered the deed for the first Townhome. Subsequent regular meetings shall be held each year during the Development Period within fifteen (15) days of the anniversary of the immediately preceding regular meeting. All such meetings shall be held at such place in Williamson or Davidson County, Tennessee and at such time, as specified in the written notice of such meeting which shall be

delivered by the Board to all Unit Owners at least ten (10) days prior to the date of such meeting.

(b) The first regular annual meeting of Unit Owners (the "First Annual Meeting") shall be held, not less than thirty (30) days after the expiration or termination of the Development Period. Subsequent to the First Annual Meeting, there shall be a regular annual meeting of Unit Owners held each year within fifteen (15) days of the anniversary of the First Annual Meeting. All such meetings of Unit Owners shall be held at such place in Williamson or Davidson County, Tennessee, and at such time, as specified in the written notice of such meeting which shall be delivered by the Board to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meeting. Special meetings of Unit Owners may be called by the President or by a majority of the Directors of the Association, or by Unit Owners having at least fifty percent (50%) of the votes entitled to be cast at such meeting. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the meeting, stating the date, time and place of the special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meeting. Notices of meetings shall be delivered either personally or by mail to Unit Owners at the addresses given to the Board by Unit Owners for such purpose, or to a Unit Owner's Townhome if no separate address for such purpose has been given to the Board.

Section 6. Voting. Each Unit Owner, including the Declarant, shall be entitled to the number of votes provided for in the Master Deed. If any Unit Owner consists of more than one person, the voting rights of such Townhome shall not be divided, but shall be exercised as if all Unit Owners consisted of one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. In the event of disagreement among such persons, and an attempt by two or more of them to cast such vote, such persons shall not be recognized, and such vote shall not be counted.

At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to such meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Townhome.

No Unit Owner who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote until he has cured such default. A Unit Owner shall be deemed to be in default if he has not paid his assessments to the Board, or its agent, within fifteen (15) days after the due date thereof. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of his protest to the Board.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be

constituted by Unit Owners represented in person or by proxy and holding not less than twenty-five percent (25%) of the votes of the membership of the Association entitled to be cast at such meeting unless a greater number is required by the Act, the Master Deed or the Charter of the Association. If such a quorum shall not be present or represented at any meeting, the members entitled to vote at the meeting shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

ARTICLE III
Board of Directors

Section 1. Number, Election and Term of Office.

(a) From and after the First Annual Meeting of the members, the Board of Directors of the Association (referred to in the Act as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of seven (7) members (hereinafter referred to as "Directors" and individually as a "Director"). Until such time as the First Annual meeting of members is held, the initial Board of Directors (hereinafter called the "First Board" when referring specifically to such Board; otherwise, the term "Board" shall include the "First Board") shall consist of three (3) persons appointed by the Declarant. The Declarant may, but shall not be obligated to do so, appoint an Advisory Board of Directors, consisting of three Unit Owners, during the term of the First Board. Such Advisory Board shall have no authority to manage the affairs of the Association, but may, upon invitation, meet with the First Board from time to time.

(b) Every Director, except for members of the First Board and members of the Board elected at the First Annual Meeting, shall hold office for the term of three (3) years and until his successor shall be elected and qualified or until he is removed in the manner elsewhere provided. At the First Annual Meeting, the terms of office for the first Board to be elected by the Members shall be fixed wherein one (1) Director shall serve of one (1) year, three (3) Directors shall serve for two (2) years, and three (3) Directors shall serve for three (3) years.

(c) Reserved.

Section 2. Qualification. Except for members of the First Board, each Director shall be a Unit Owner (or owner of an interest in a Townhome). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners.

Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than seventy-two (72) hours' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 4. Removal. A Director appointed by the Declarant may be removed from office with or without cause by the Declarant. Any Director may be removed from office with or without cause by a two-thirds (2/3) vote of the Unit Owners entitled to elect such Director at a regular or special meeting of the Unit Owners called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Unit Owners entitled to remove such Director at the same meeting. Any Director so elected shall hold office for a term equal to the unexpired term of the Director whom he succeeds

Section 5. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by Unit Owners.

Section 6. Quorum. Except in the case of the First Board, four (4) Directors shall constitute a quorum for the transaction of business at all meetings of the Board. Two (2) Directors shall constitute a quorum of the First Board for the transaction of business at all meetings. The acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

Section 7. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association;
(b) to administer the affairs of the Association and the Property;
(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
(d) to formulate policies for the administration, management and operation of the Property and the Common Elements;
(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair, and replacement of the Common Elements, and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

(g) 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 Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

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

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advise tie;

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

(k) to enter into any lease agreement for lease of premises suitable for use as guest or custodian apartments, upon such terms as the Board may approve;

(l) to borrow money for the purpose of repair or restoration of Common Elements that are the responsibility of the Association to repair or restore;

(m) to secure insurance policies as required or allowed by the Master Deed, and in this regard, annually to review the amounts of coverage afforded by such policies.

(n) unless otherwise provided herein or in the Master Deed, to comply with the instructions expressed in resolutions duly adopted at any annual or special meeting of Unit Owners by a majority vote of the Unit Owners at such meeting;

(o) to exercise all other rights, powers and duties on behalf of the Unit Owners as a group provided or referred to in the Horizontal Property Act of the State of Tennessee, or as provided or referred to in the Master Deed or these By-Laws.

Section 8. Authority of Board to Act for Association. Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon vote of the Unit Owners.

Section 9. Non-Delegation. Nothing in these By-Laws shall be considered to grant to the Board, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to Unit Owners.

Section 10. Vacancies. Except as to vacancies occasioned by the removal of Directors by Unit Owners, any vacancy occurring in the Board shall be filled by the Unit Owners entitled to fill such vacancy at a special meeting called for such purpose in the manner provided in Section 1(c), above, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by Declarant. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 11. Nomination. Nomination for election to the Board at each regular annual meeting shall be made by a Nominating Committee which shall consist of three (3) members appointed (i) by the Board to serve from the close of one annual meeting to the close of the succeeding annual meeting, such appointed to be announced at the annual meeting, or (ii) by the First Section Board prior to the First Annual Meeting. Such appointment shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected. The nomination shall be made at least thirty (30) days prior to the annual meeting, and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the members at the regular annual meeting.

ARTICLE IV
Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at such meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a Director, who shall preside over meetings of the Board and of Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

(d) such additional officers as the Board shall see fit to elect.

Prior to the first regular annual meeting of the Board, the officers of the Association shall be elected by a majority vote of the First Board appointed by the Declarant.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any person or party so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by Unit Owners.

ARTICLE V
Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other cash income collected from Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall all take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a adequate reserve fund for contingencies for the year and the maintenance, repair and replacement of those Common Elements which must be repaired on a periodic basis, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and, except for the budget for the first fiscal

year, copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget and commencing with the date of ownership of his Townhome, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. The proportionate share for each Unit Owner shall be based upon his respective ownership interest in the Common Elements. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or otherwise as directed by the Board. No Unit Owner shall be relieved of his obligation to pay any assessment by abandoning or not using his Townhome or the Common Elements.

Section 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of ownership of his Townhome, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. In the event that, during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board 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 his proportionate share of such supplemental budget.

Section 6. Expenditures. Except for the Management Agreement described in Article III, Section 9(c) hereof and expenditures and contracts

specifically authorized by the Master Deed and By-Laws, the Board shall not approve any non-budgeted expenditure in an amount in excess of ten percent (10%) of the annual budget for the then current year, unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter into any contract for more than three (3) years, without the prior approval of two-thirds (2/3) of the votes of Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses as provided in the Master Deed, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of assessments when due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment shall also bear interest at the Delinquency Rate as defined in the Master Deed. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property.

The Association, or its successors and assigns, acting through the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the common expenses, and such Unit Owner withholds payment thereof after demand by the Association in writing setting forth the amount claimed, the Association shall have the right to possession of such Unit. The Association, acting through the Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Master Deed, or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 8. Records and Statement of Account. The Board 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 may determine.

The Board shall, upon receipt of ten (10) days' written notice to the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Unit Owner.

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the

Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Townhome. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

Section 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth on Exhibit E to the Master Deed.

ARTICLE VI
Contractual Powers

No contract or other transaction between this Association and one or more of its Directors, or between the Association and any corporation, firm or association in -which one or more of the Directors of the Association are Directors, or are financially interested, is voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) The contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII
Amendments

These By-Laws may be amended or modified 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 considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. 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. Any amendment must be approved by not less than sixty-seven (67%) percent of the Unit Owners.

(c) Except as provided in the Master Deed, no amendment shall discriminate against any Unit Owner or against any Townhome or class or group of Townhomes unless the Unit Owner so affected shall consent and no amendment shall change any Unit, nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the common expenses (as this term is used in Section 9 of the Master Deed), nor the method of assessment for common expenses, nor change the voting rights of members, without the consent of the record owner of the Townhome so affected and any Institutional Lenders as required by the Master Deed.

(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 recording in the Register's Office for Davidson County, Tennessee.

(e) Notwithstanding the provisions of paragraphs (a) through (e) above, these Bylaws may not be amended by the Unit Owners during the Development Period without the express written approval of the Declarant.

ARTICLE VIII
Indemnification

Section 1. General. To the extent permitted by law, the Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these By-Laws, the Board, and the Declarant against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such Directors, officers, Board committee members or Declarant, for or on behalf of the Unit Owners, or arising out of their status as directors, board officers, committee members or Declarant, 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 otherwise, in which any such Director, officer, or committee member may be involved by virtue of such person's being or having been such Director, officer, or committee member, provided, however, that such indemnity shall not be operative with respect to (a) 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, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person's being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

Section 2. Success on Merits. To the extent that a member of the Board, or an officer of the Association, or a member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, 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.

Section 3. Advance Payment. 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 proceeding as authorized by the Board 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 Article VII.

Section 4. Miscellaneous. 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 Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the Directors, officers, or members of such committees, or out of the aforesaid indemnity in favor of the Directors, officers, or members of such committees, 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 Unit Owners in the Common Elements. Every agreement made by the Directors, officers, or members of such committees, or by the Managing Agent on behalf of Unit Owners shall provide that the Directors, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder 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 Article VII 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 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 a member of the Board, officer of the Association, or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE IX
Mortgages

Section 1. Notice to Board. A Unit Owner who mortgages his Townhome shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board; and the Board shall maintain such information in a book entitled "Mortgages of Townhomes."

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

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Townhome whose name and address has theretofore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Townhome shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 5. Interest of Valid First Mortgagee. The interest of a valid first mortgagee shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these By-Laws and the Master Deed in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE X
Definition of Terms

The terms used in these By-Laws, not otherwise defined herein, shall have the same meaning as set forth in the Master Deed and By-Laws for BARRINGTON PLACE (the "Master Deed") of record in the Register's Office of Davidson County, Tennessee, to the extent they are defined herein.

The term, "member", as used in these By-Laws, means "Unit Owner" as defined in the Master Deed.

ARTICLE XI
Conflicts

These By-Laws are set forth to comply with the requirements of Section 66-27-01 et. seq. of the Tennessee Code Annotated, the Horizontal Property Act for the State of Tennessee, as it may be amended from time to time (the "Act"), and to allow the By-Laws to control in specific situations where such law allows. In the event any of the By-Laws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

EXHIBIT "D"
TO MASTER DEED FOR
BARRINGTON PLACE

PERCENTAGE OF COMMON ELEMENTS

The total number of Units in BARRINGTON PLACE is sixty eight (68) Townhomes. The percentage interest of each Townhome in the Common Elements is equal to a fraction, the numerator of which is the number one (1) and the denominator is the number sixty eight (68).

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* *Rule 31 listed General Civil Mediator*

EXHIBIT E

Barrington Place

To Whom It May Concern:

It is our opinion that all legal documents required by Tennessee Code Annotated Section 66-37-101, et seq. (the "Act") for the creation of a planed unit development are attached hereto and therefore a planned unit development with private elements has been created by under the Act.

Yours very truly,

TUNE, ENTREKIN AND WHITE

BY: Thomas C. [illegible]