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MASTER DEED

ESTABLISHING A PLANNED UNIT DEVELOPMENT

WITH PRIVATE ELEMENTS FOR

WOODMONT WAYE

THIS MASTER DEED of Woodmont Waye is made and entered into by Woodmont Waye, LLC a Tennessee limited liability company (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

THAT WHEREAS, the Declarant is the record owner and holder of the legal title of real property located in Nashville, Davidson County, Tennessee, and more particularly described (Map and Parcels 19-116.03-0-035 and 19-116.03-0.036) on Exhibit "A" attached and made a part hereto (hereinafter referred hereto as the "Property"); and,

WHEREAS, the Declarant desires to submit the Property described on Exhibit "A" together with the buildings, structures, improvements, and other permanent fixtures of whatever kind thereon to be comprised of four (4) units, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee as the same may be amended from time to time; and,

WHEREAS, the Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners and/or occupants of the Property 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 the Property.

NOW THEREFORE, the Declarant declares as follows:

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

   A. "Act" means the "Horizontal Property Act" of the State of Tennessee as the same may be amended from time to time.

   B. "Association" means Woodmont Waye Owners Association, Inc., a Tennessee not-for-profit corporation.

   C. "Board" means the Board of Directors of Woodmont Waye Owners Association, Inc..

   D. "Buildings" means the buildings located on the parcels and forming a part of the property. There will be a total of two (2) buildings, each containing two (2) units which shall be used only as single family residences. The Buildings and Units are delineated on Collective Exhibit "B" attached hereto.

   E. "By-Laws" mean the By-Laws of Woodmont Waye Owners Association, Inc. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the property shall be deemed to be part of the By-Laws. The ByLaws are attached hereto as Exhibit C.

   F. "Common Elements" (or "Common Areas") shall include those items defined as "General Common Elements" in the Act, including the following:

      1. The Parcels which comprise the land.

      2. All common or party walls, bearing walls and columns.

3. All devices or installations existing for common use;

4. All parking areas (except parking spaces designated as Limited Common Elements), roads, sewers, and all other services of a public nature not inside the walls of the individual Units;

5. Pipes including sewer pipes, ducts, electrical wiring, and conduits (except pipes, ducts, electrical wiring, and conduits situated entirely within a Unit and serving only such Unit);

6. All other elements of the buildings desirable or rationally capable of common use or necessary to the existence, upkeep and safety of the horizontal property regime established by this Master Deed; and,

7. All other amenities dedicated for the common use of the Unit Owners.

G. "Declarant" shall refer to Woodmont Waye, LLC, a Tennessee limited liability company, its successors and/or assigns, provided such successors and/or assigns are designated in writing by Declarant as a successor and/or assign of the rights of Declarant set forth herein.

H. "Easements, Reservations, Parking Spaces". The Units and Common Elements shall have and be subject to the following easements:

1. An easement shall exist for the maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit, which facilities serve more than that Unit and are part of the Common Elements.

2. If any part of the Common Elements encroaches upon any Unit or Private

Element, an easement shall exist for the encroachment, the maintenance, repair and replacement thereof, so long as it continues. If any Unit shall be partially or totally destroyed and then rebuilt, encroachments on any parts of the Common Elements due to reconstruction shall be permitted, and easements shall exist for the encroachments.

3. An easement shall exist for any part of a residential structure, including, but not by way of limitation, the roof, eave, cornice, gutter and related structural elements, as shall encroach over or upon any adjoining Unit or the Common Elements. Said easement shall also exist for the maintenance, repair and replacement of said encroaching structural elements;

4. An easement exists for ingress, egress and maintenance in favor of any public utility providing utility service to the Property and the Units.

5. An easement exists in favor of the Association exercisable by the Board and its agents, to enter into any Unit from time to time in the event of emergency, for necessary action to prevent damage to any part of the Unit.

6. The Declarant reserves the right during development to grant, transfer, cancel, relocate or otherwise deal with all utility and other easements now or hereafter affecting the Common Elements. After transfer of control of the administration of the Property to the Association, as provided herein, the Association may grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Units.

7. Any exterior parking area or other exterior paved portion of the Property designated for ingress, egress and parking purposes shall be part of the Common Elements and not part of any individual Unit, except as indicated on Collective Exhibit "B".

8. Declarant is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease, or rent Units to any person approved by it. Declarant shall have the right to transact, on the property, any business deemed necessary by Declarant to consummate the sale, lease, or resale of Unit, including, but not limited to, the right to post signs, to reserve parking spaces for prospective purchasers, to use the common Elements and to show Units. Signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Declarant. As long as any Unit belonging to Declarant remains unsold, neither the Unit owners, nor the Association, nor the use of the property, shall interfere with the sale of Units.

I. "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.

J. "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

K. "Parcel" means the Parcels or Tracts of real estate described on Exhibit "A", located on Woodmont Blvd, Nashville, Tennessee attached to this Master Deed and submitted hereby to the provisions of the Act.

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

M. "Private Elements" means the lot area of the Property upon which a Unit, including any garage associated with said Unit, and further including the area below or underneath the Unit (all as indicated on Collective Exhibit "B" attached hereto and incorporated herein by reference), is located and for which fee simple ownership and exclusive use is reserved to that Unit only. If Limited Common Elements as that term is contained in the Act, are determined to be present, they shall be deemed to be Private Elements. Notwithstanding that some of the following might be located in the Common Elements, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, hot water heater, telephone lines and other equipment located within or connected to a Unit for the sole purpose of serving that Unit exclusively, are part of the Private Elements, the maintenance, repair and replacement of same being the responsibility of the Unit owner, except to the extent that the master insurance policy carried by the Council covers repair or replacement. The exteriors of each Unit, including the roof are Private Elements and, as such, are the responsibility of the Unit Owner. The construction of all units shall substantially comply with local building codes for Planned Unit Developments.

N. "Property" means all the land, property and space comprising the Parcels as defined above, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances

belonging thereto, submitted to the provisions of the Act.

O. "Restrictions". The Units and the Common Elements shall be subject to the following restrictions, which restrictions shall be permanent:

1. Except as otherwise approved in writing by the Association, the Unit shall be used only as a private dwelling, shall not be subdivided, and shall be subject to such limitations and conditions as may be contained herein, or in the Bylaws of the Association, or any rules which may be adopted from time to time by the Board as to the use and appearance of the Units and the Common Elements.

2. Any Unit lease shall be in writing and shall be subject to this Master Deed, as may be amended, and to the Bylaws and rules as amended from time to time. No Unit shall be rented on a daily, weekly or monthly basis.

3. Violation of the Master Deed, the Bylaws or any rules adopted by the Board, may be remedied by the Board, or its agent, by the imposition of reasonable fines or by legal action for damages, injunctive relief, restraining order, or specific performance. In addition, an aggrieved Unit Owner may maintain legal action for similar relief. A Unit owner, in accepting ownership of a Unit, agrees to become subject to this enforcement in the event of a violation.

P. "Rules and Regulations" refer to the rules and regulations concerning the use of the Units and the Common Elements, as adopted from time to time by the Board in accordance with the Master Deed and By-Laws.

Q. Townhouse Corporation means a not-for-profit corporation to be organized pursuant

to T.C.A. 48-51-101 *et seq.* of which all co-owners shall be members where Private Elements are involved.

R. "Unit" means the residential structure and associated garage located on the Property and having direct access to the Common Elements. Each Unit shall be subject to fee simple ownership and exclusive use by the owner thereof. The identification number, location and extent of each Unit are shown on Collective Exhibit "B".

S. "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, including a prorata share of the total membership in the Association, 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 deed of trust who holds a lien solely for security purposes and does not have possession of the Unit. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

2. Submission of Property to the Act. The Declarant does hereby submit and subject the Parcels and the property to the provisions of the Horizontal Property Act of the State of Tennessee as amended from time to time and does hereby establish a Planned Unit Development with Private Elements to be known as Woodmont Waye.

3. a. (1) Association of Unit Owners and Administration and Operation of the Property. There has been formed an Association having the name "Woodmont Waye Owners Association, Inc.", 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, and operation of the property, as provided in the Act, this Master Deed and the By-Laws. The By-Laws for the Association shall be the By-Laws attached to this Master Deed as Exhibit "C" and made a part hereof. The Board of Directors of the Association shall be elected and serve in accordance with the provisions of the By-Laws. 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 Unit Owners, in accordance with the provisions of this Master Deed and By-Laws. The owner of any Unit, upon acquiring title, shall automatically become a member os the Association. A Unit Owner's membership 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. Each Unit shall have one (1) vote.

a. (2) Membership and Voting Rights. The Association shall have two classes of voting membership:

CLASS "A". Class "A" members shall be all Unit Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

CLASS "B". Class "B" members shall be the Declarant, who shall be entitled to three (3)

votes for each Unit owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

a. 90 Days after the date by which Seventy-Five (75%) percent of the units have been conveyed to unit purchasers, or

b. On the last day of the month occurring Five (5) years following the first conveyance to a unit purchaser.

b. **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. 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.

c. **Non-Liability of Directors and Officers.** To the extent permitted by law, neither the directors nor officers of the Association 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 or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. Unit Owners shall indemnify and hold harmless each of the directors or officers and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of Article VIII of the By-Laws.

4. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the property, or any questions of interpretation or application of the provisions of this Master Deed or By-Laws, the determination thereof by the Board shall be final and binding on all Unit Owners.

5. **Ownership of the Common Elements.** Each Unit is hereby allocated an equal undivided interest in the Common Elements. The ownership of each Unit shall not be conveyed separate from the undivided ownership in the Common Elements appurtenant to such Unit. The undivided interest in the Common Elements appurtenant to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering such Unit may refer only to the fee title to that Unit.

6. **Use of the Common Elements.** Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his agents, servants, tenants, customers, invitees, and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Private Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use Common Elements, and the Private Elements, shall be subject to and governed by the provisions of the Act, Master Deed, By-Laws, and rules and regulations of the Association.

7. **a. Common Expenses.** Each Unit Owner shall pay a one-fourth (1/4) share of the expenses, of the administration and operation of the Common Elements and of any other expenses incurred in conformance with this Master Deed and By-Laws, including, but not limited to, the maintenance and repair of the property and any and all replacements and additions thereto. Assessments for the payment of common expenses shall be in such amounts and shall be payable at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of that share of the common expenses by waiver or non-use of enjoyment of the Common or Private

Elements or by abandonment of the Unit. If any Unit Owner shall fail to make such payment of assessments for common expenses when due, the amount thereof together with reasonable attorney fees plus any reasonable late charge established by the Board, and together with interest at the rate of Fifteen (15%) percent per annum, after said assessments become due and payable shall constitute a continuing lien on the Unit 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; and the said personal obligation shall pass to successors in title by them pursuant to Tennessee Code Annotated § 66-27-116 et seq.

Each Unit Owner acquiring title to a Unit from the Declarant shall pay a deposit at time of closing, which will be non-refundable, to the Association in order to establish a working capital fund for initial expenses of the Association. Said deposit shall be in an amount established by the Board.

b. Deed of Trust Protection. The lien for assessments payable by a Unit Owner shall be subordinate to the lien of a recorded first Deed of Trust on the interest of such Unit Owner, 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 Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Deed of Trust. This subparagraph (b) shall not be amended, changed, modified, or rescinded without the prior written consent of all Mortgagees and Beneficiaries of record.

8. Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or place a lien on the Property or any part thereof, except to the extent of his owned Unit and its appurtenant interest in the Common Elements.

9. **Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Unit Owner for his Unit and its appurtenant 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 an equal share thereof and, in said event, such taxes shall be a common expense.

10. a. **Insurance: Common Elements.** The Board shall obtain insurance for the property, exclusive of the additions within, improvements to and decorating of the Units or Private Elements by Unit Owners, 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 the Unit Owners equally and for the holders of mortgages on the Units, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against the Unit Owners. The premiums for such insurance shall be a common expense to be paid by monthly assessments levied by the Board for the Association and that such payments shall be held in a separate escrow account of the association and used solely for the payment of the insurance premiums as such premiums become due.

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 and restoration of the damaged portions of all Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance indemnity is insufficient to cover the cost of such Common Elements repairs and restoration, the deficit shall be paid by all Unit Owners with the Unit Owner to bear an equal share thereof. The Board shall not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering, or any other part of a Unit for which the responsibility of maintenance and repair is that of a Unit Owner, or of furniture, furnishings, fixtures, appliances, or equipment installed in the Unit by a Unit Owner or occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board.

b. Insurance: Public Liability, Fidelity & Miscellaneous. The Board shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workman's compensation insurance if applicable, and other liability insurance in such amounts as it deems desirable, insuring each Unit Owner, mortgagee of record, the Association, its officers, directors, and employees, and the Managing Agent, if any, from liability in connection with the property. The premiums for such insurance shall be a common expense.

The Board may also obtain fidelity coverage covering officers, directors and employees who handle or are responsible for handling Association funds. Such bonds shall be in such amounts as the Board may determine, but in no event less than one hundred fifty (150%) percent of the monthly operating expenses of the Association, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

The Board shall also obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the property and each member of the

Board and officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, 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 shall require such fidelity bond coverage as necessary for any person or Board member handling Association funds. The premiums for such insurance and bonds shall be a common expense.

c. **Insurance: Private Elements & Unit Interiors.** Each Unit Owner shall be responsible for obtaining insurance on his Unit and the Private Elements serving his Unit, as well as any additions and improvements thereto, and those parts of the Unit for which the responsibility of maintenance and repair is that of the Unit Owner including the exterior not otherwise deemed Common Elements, and for decorations, furnishings, and personal property therein, and personal property stored elsewhere on the property, if any. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

11. **Maintenance, Repairs and Replacements.** Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements of the Private Elements of his Unit, including, without limitation, the exterior other than Common Elements, all internal installations therein, such as water, electricity, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such unit, and the interior decorated or finished surfaces of all walls, floors and ceilings of such unit, in good order and condition except as

otherwise provided by law or the Master Deed, and shall be liable for all loss or damage whatsoever caused by his failure to perform all such work diligently, and, in case of such failure after reasonable notice to perform, shall reimburse to the Association promptly on demand for all expenses incurred by the Association in performing any such work authorized by the Board or the Managing Agent. In addition, each unit owner shall maintain all walls and floors surrounding his unit to prevent water leakage into the unit to adjoining units, and shall keep clean all interior and exterior windows and any appurtenant garage areas, storage areas and patio areas. Every unit owner and occupant shall reimburse the Association promptly on demand for all expenses incurred by the Board in repairing or replacing any loss or damage to the common elements, where caused by such owner or occupant or by their guest or members of their households, or incurred for cleaning or repairing appurtenant limited common elements. Each unit owner shall give prompt notice to the Board of any loss or damage or other defect in the Unit when discovered. Except to the extent hereinafter set forth, 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 common expenses, subject to the By-Laws, and Rules and Regulations of the Association. If it shall become necessary to gain entry to another Unit, it shall be the responsibility of the Association to provide such maintenance, repair or replacement, but the cost of such maintenance, repair, or replacement may be assessed to the Unit Owners benefitted thereby.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, customers, invitee, or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then such Unit Owner or the Unit Owner's insurance, if applicable, 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.

The authorized representatives of the Association, Board, or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and Private Elements as may be required in connection with the preservation of any individual Unit or Private Elements in the event of an emergency, or in connection with maintenance of, repairs to, or replacements within the Common Elements, or any equipment, facilities or fixtures affecting or serving other Units, Common Elements or to make any alteration required by any governmental authority.

12. **Alterations, Additions or Improvements.** The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws. A Unit Owner shall not make alterations, additions or improvements to the Unit's exterior, unless in accordance with the Bylaws and, and prior written approval of the Board, which approval shall not be unreasonably withheld. If a Unit Owner makes alterations, additions or improvements to his Unit without the prior written approval of the Board, such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements, as solely determined by the Board.

13. **Remedies.** In the event of any violation of the provisions of the Act, this Master Deed, By-Laws, or rules and regulations of the Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit), the Association, or its successors or assigns, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute

an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the unit and to sell the same as provided hereinafter in this Item, or for any combination of remedies, or for any other relief. All expenses of the Board 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 rate of fifteen (15%) percent per annum or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of common expenses, upon the unit, and its appurtenant interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere in the property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit, to the extent hereinabove set forth in Item 7(b) Deed of Trust Protection 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 therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of deed of trust liens against the Units.

The violation of any restrictions or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, 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 Unit, 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 provision hereof, 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 Unit in the manner provided by law.

14. **Amendments.** The provisions of this Master Deed may be amended by an instrument in writing, setting forth such amendment, signed by three-fourths (3/4) of the Unit Owners; provided, however, that all lien holders of record have been notified by certified mail of such amendment, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument.

However, 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 and/or all lien holders or both as required by the Act or this Master Deed. Any amendment shall be effective upon the recording of such instrument in the Office of the

Register of Davidson County, Tennessee; provided, however, that no provisions in this Master Deed may be amended so as to conflict with the provisions of the Act.

15. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants, or rights created by this Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, when such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the Governor of Tennessee holding office as of the date of this Master Deed.

16. **Rights and Obligation.** Each Grantee of Declarant, 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. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Master Deed. 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 Owner are hereby incorporated into and made a part of this Master Deed by reference. All 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 inure to the benefit of such grantee 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 Unit shall be subject to, and shall comply with, the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated,§ 66-27-111, as amended from time to time. The acceptance of a deed of conveyance, devise, or lease to a Unit, or the entering into occupancy of any Unit shall constitute

an agreement that the provisions of the By-Laws, and any Rules and Regulations promulgated thereunder, as 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 Unit, as though such provisions were recited verbatim in each and every deed, conveyance or lease thereof.

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

17. **Condemnation.** In the event of a taking of part of the Common Elements in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion approve 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 the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award equally to the Unit Owners so affected.

18. **Rights Reserved.** Unit Owner's right of enjoyment in the Common elements shall be subject

to:

(a) The right of the Association, as provided in its By-Laws or Rules and Regulations, to suspend the enjoyment rights of any member from 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 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 deduction or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless all members of the Association have agreed to such dedication, transfer, purpose, or condition; and,

(d) 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 and the Units.

19. **Miscellaneous Regulations.** The following declarations shall be controlling over any terms of this Master Deed or By-Laws which are in conflict therewith. Any portions of this Master Deed or By-Laws which are in conflict with this Paragraph are hereby deleted and the following rights of mortgagees are itemized as follows:

(a) A first mortgagee of a Unit at its request is entitled to written notification from the

Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Master Deed, By-Laws, or any of the condominium documents, which is not cured within thirty (30) days.

(b) Any first mortgagee of a Unit who comes into possession of the Unit pursuant to the remedies provided in the deed of trust, or by foreclosure of the deed of trust shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

(c) Unless all of the first mortgagees (based upon one (1) vote for each mortgage owned) of Units have given their prior written approval, the Association shall not be entitled to:

(i) Change the pro rata interest or obligations of any Unit for (a) purposes of levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, and for (b) determining the pro rata share of each Unit in appurtenant real estate and any improvements thereon, which are owned by Unit Owners in undivided pro rata interests ("Common Elements"):

(ii) Use hazard insurance proceeds for losses to the property (whether to Units or Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by T.C.A.§ 66-27-118, in case of

substantial loss to the Units and/or Common Elements.

(d) First mortgagees shall have the right to examine the books and records of the Association.

(e) An adequate reserve fund for the replacement of Common Elements may be established and funded by regular monthly payments rather than by special assessments.

(f) As set forth in T.C.A.§ 66-17-120, 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 Unit and not to the property as a whole.

(g) No Unit Owner, or any other Party, shall have priority over any rights of the first mortgagees of Units in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

(h) Any agreement for professional management of the property, whether it be by the Board, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days' written notice, and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

(i) The interest of a first mortgagee in a mortgaged Unit shall be superior to the interest of any person, group, partnership, corporation, or entity of any kind, including any interest the Association, or any Unit Owner may have in any portion of the property, regardless of the nature of the interest or the manner in which it is acquired.

(j) Notwithstanding the above, any first mortgagee shall have all of the rights granted

to a first mortgagee herein, and in addition shall have all of the rights granted to an institutional first mortgagee under this deed of trust, and under the laws of the State of Tennessee.

20. **Trustee as Unit Owner.** In the event title to any Unit is conveyed to a land title-holding trust, under the terms of which all powers of management, operation, and control of the Unit 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 Declaration against such Unit. 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 Unit and the beneficiaries of such trust.

21. **Notices.** Notices provided for in the Act, Master Deed or By-Laws shall be in writing and shall be addressed to the Association or the address of, as the case may be, any Unit Owner, or at such other address as 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. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by Untied 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 trust deed encumbering any

Unit shall be given a copy of all notices permitted or required by this Master Deed to be given to the Declarant or Owners whose Unit is subject to such mortgage or trust deed.

22. **Severability.** If any provision of this Master Deed or 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 and 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 of the By-Laws shall be construed as if such invalid part was never included therein.

23. **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.

24. **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.

IN WITNESS WHEREOF, the Declarant has executed this document on the day and date hereinafter recited.

Woodmont Waye, LLC

Oscar Tivis Nelson Jr.

By: Oscar Tivis Nelson, Jr.

Its: President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Oscar Tivis Nelson, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Woodmont Waye, LLC, the within named bargainor, a limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal at office in Brentwood, Tennessee, this 18th day of April, 2006

NOTARY PUBLIC

My Commission Expires: Nov 19, 2008

R. FRANCENE KAVIN
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.

Exhibit "A"

Tract 1: (133 Woodmont Boulevard)
Land in Davidson County, Tennessee, being Lot No. 1 of the Bransford Realty Company's Subdivision of part of lots Nos. 146, 147 and 145 in Kenner Manor Subdivision, of record in Plat Book 421, page 155, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and detailed description of said lot.

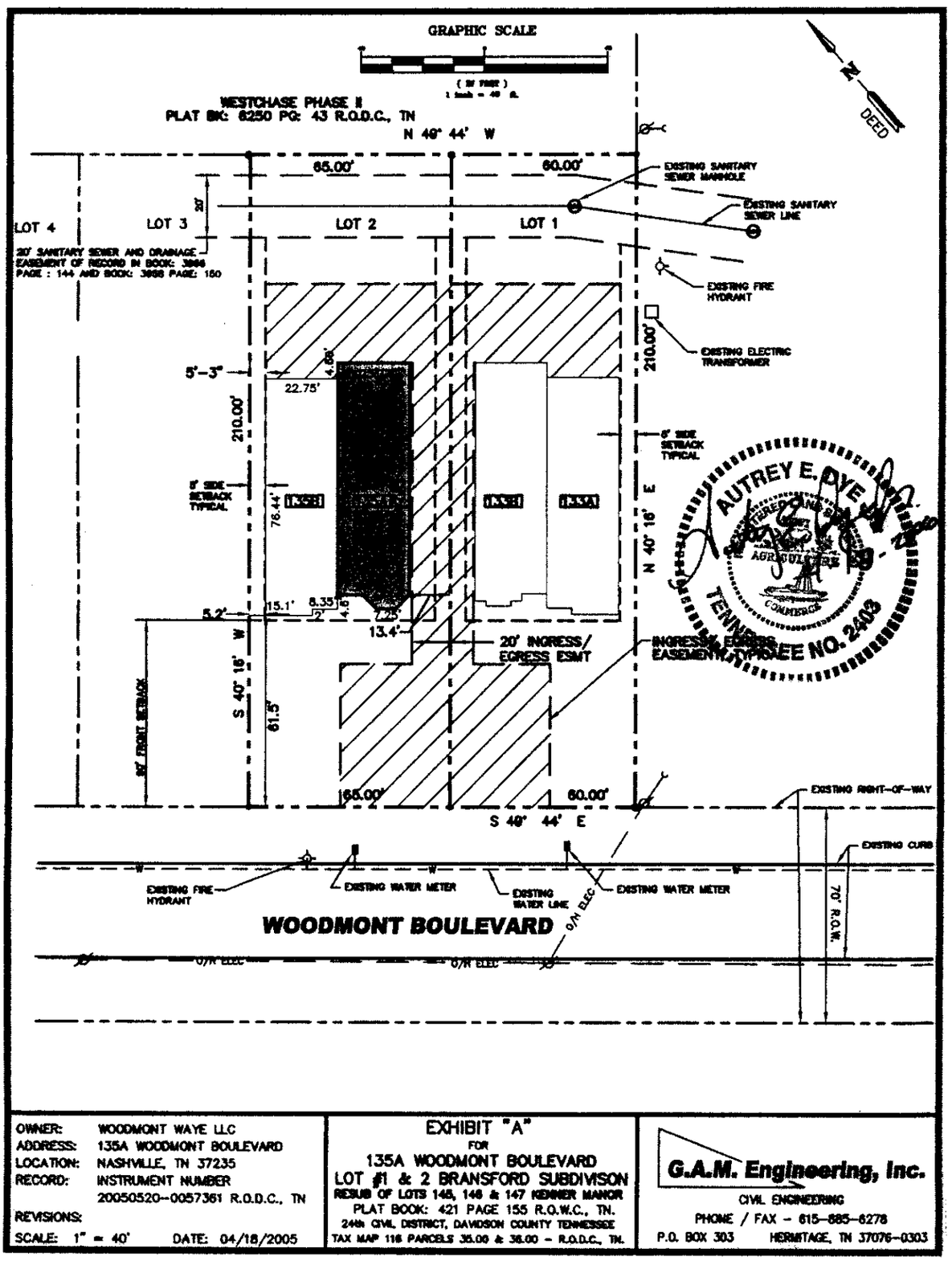
Said Lot No. 1 fronts 60 feet on the southerly side of Woodmont Avenue and extends back between parallel lines 210 feet, more or less, to a dead line.

Being the same property conveyed to Woodmont Waye, LLC, a Tennessee limited liability company, by deed from The Stack Partnership, a Tennessee General Partnership, of record in Instrument # 20050520-0057360 , Register's Office for Davidson County, Tennessee.

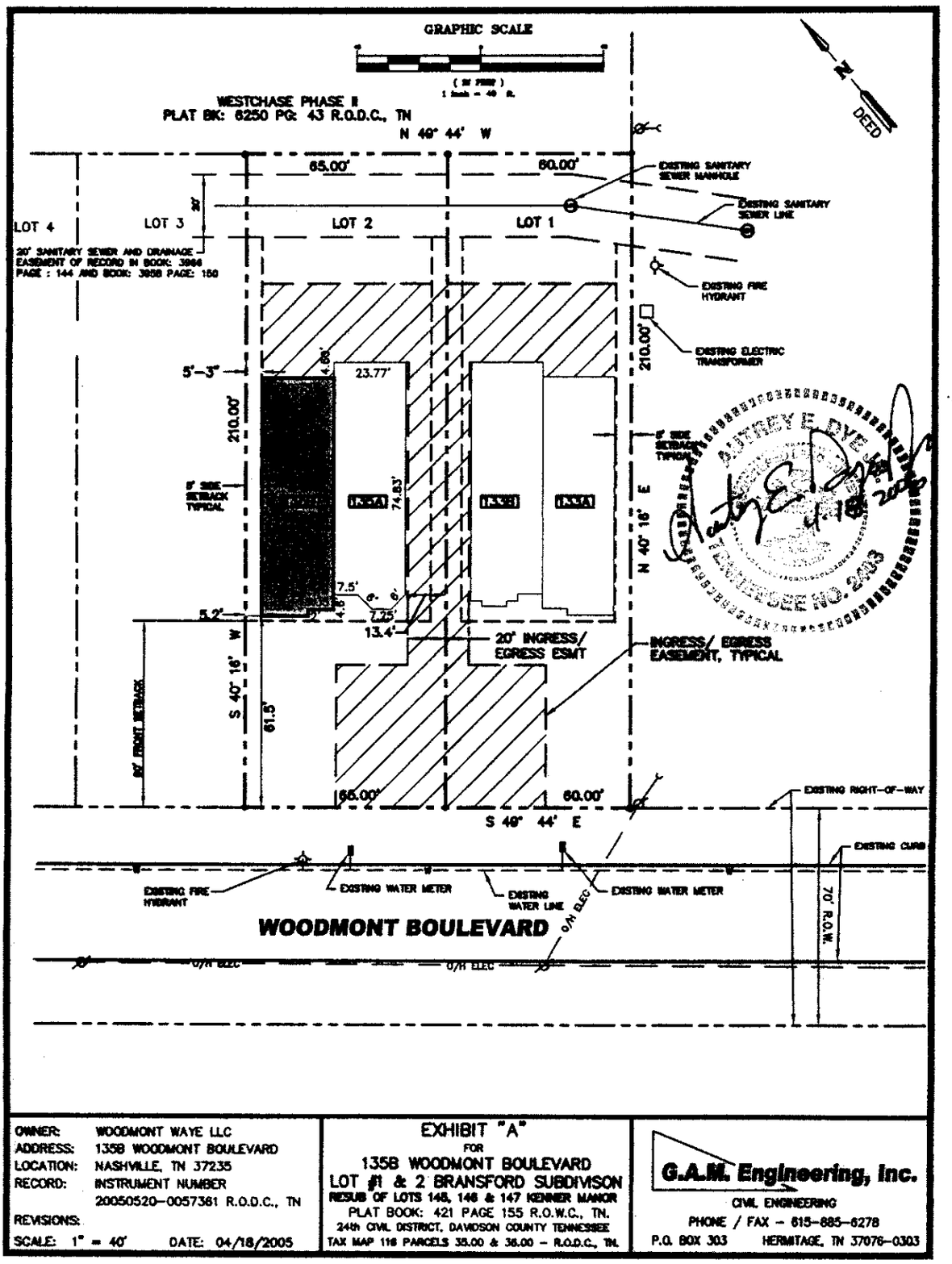
Tract 2: (135 Woodmont Boulevard)
A certain tract or parcel of land in Davidson County, Tennessee, described as follows:
Property lying on the southwest margin of Woodmont Boulevard in Nashville, Davidson County, Tennessee, and bounded on the northeast by Woodmont Boulevard, on the southeast by property belonging to Wade Massey of record in Deed Book 10692, Page 103, on the southwest by Westchase Condominiums, and on the northwest by property belonging to Lizzie Fisher of record in Deed Book 4058, Page 495, and more specifically described as follows:

Beginning on an iron pin at the southeast corner of the herein described Lot No. 2 on the southwest margin of Woodmont Blvd. approximately 155.0 feet northwest of Westchase Drive; with the margin of Woodmont Blvd.
North 37 degrees 17 minutes 12 seconds west 65.12 feet to an iron pin at the northeast corner of said Lot No. 2; thence leaving the margin of Woodmont Blvd., South 52 degrees 36 minutes 51 seconds West 210.03 feet to an iron pin at the northwest corner of said Lot No. 2; thence South 37 degrees 34 minutes 26 seconds East 65.35 feet to an iron pin at the southwest corner of this lot; thence North 52 degrees, 33 minutes, 8 seconds East 209.70 feet to an iron pin, the point of beginning, and containing13,690.54 square feet, 0.31 acres, according to survey by Galyon W. Northcutt, Registered Land Surveyor, Tennessee No. 1529, 2607 Forest View Drive, Antioch, TN 37013-1335.

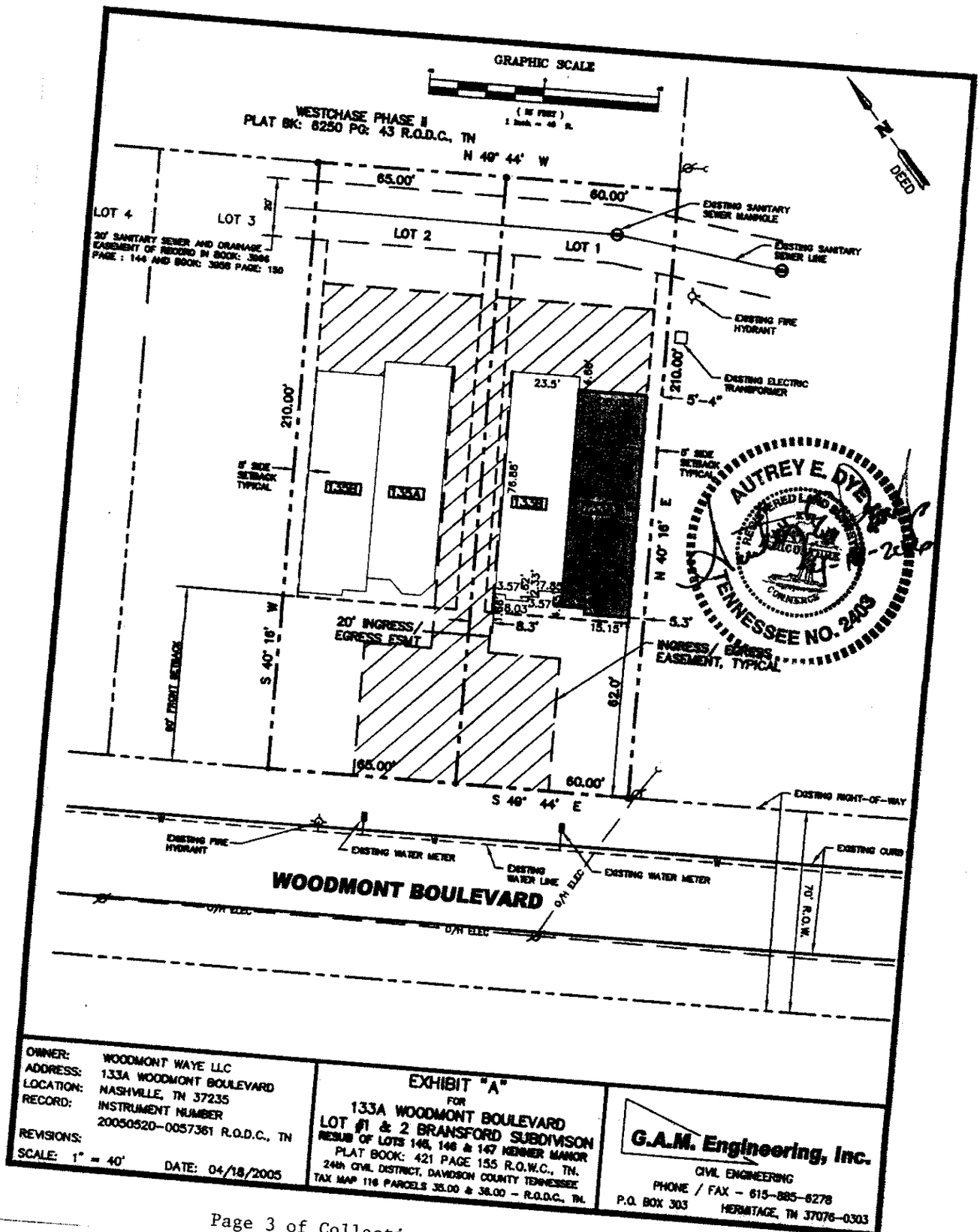
Being the same property conveyed to Woodmont Waye, LLC, a Tennessee limited liability company, by Quitclaim deed from Oscar Tivis Nelson, Jr., of record in Instrument # 20050520-0057359 , Register's Office for Davidson County, Tennessee.

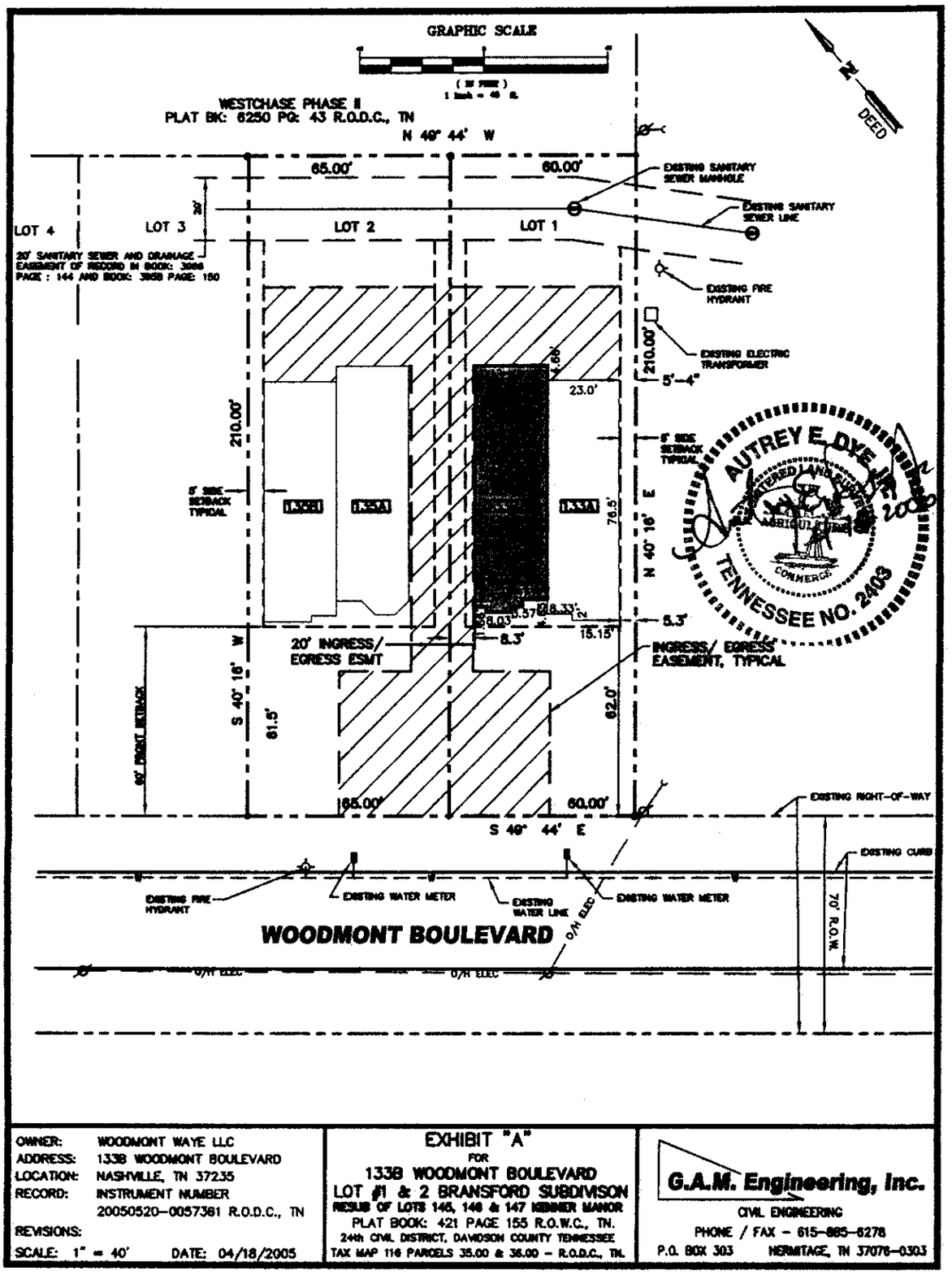


OWNER:	WOODMONT WAYE LLC	EXHIBIT "A"	G.A.M. Engineering, Inc.
ADDRESS:	135A WOODMONT BOULEVARD	FOR	CIVIL ENGINEERING
LOCATION:	NASHVILLE, TN 37235	135A WOODMONT BOULEVARD	PHONE / FAX - 615-885-6278
RECORD:	INSTRUMENT NUMBER 20050520-0057361 R.O.D.C., TN	LOT #1 & 2 BRANSFORD SUBDIVISON	P.O. BOX 303 HERMITAGE, TN 37076-0303
REVISIONS:		RESUB OF LOTS 145, 146 & 147 KENNER MANOR	
SCALE:	1" = 40' DATE: 04/18/2005	PLAT BOOK: 421 PAGE 155 R.O.W.C., TN.	
		24th CIVIL DISTRICT, DAVIDSON COUNTY TENNESSEE	
		TAX MAP 116 PARCELS 35.00 & 36.00 - R.O.D.C., TN.	



OWNER:	WOODMONT WAYE LLC	EXHIBIT "A"	G.A.M. Engineering, Inc.
ADDRESS:	1358 WOODMONT BOULEVARD	FOR	CIVIL ENGINEERING
LOCATION:	NASHVILLE, TN 37235	1358 WOODMONT BOULEVARD	PHONE / FAX - 615-885-6278
RECORD:	INSTRUMENT NUMBER 20050520-0057361 R.O.D.C., TN	LOT #1 & 2 BRANSFORD SUBDIVISON	P.O. BOX 303 HERMITAGE, TN 37076-0303
REVISIONS:		RESUB OF LOTS 145, 146 & 147 KENNER MANOR	
SCALE: 1" = 40'	DATE: 04/18/2005	PLAT BOOK: 421 PAGE 155 R.O.W.C., TN.	
		24th CIVIL DISTRICT, DAVIDSON COUNTY TENNESSEE	
		TAX MAP 116 PARCELS 35.00 & 36.00 - R.O.D.C., TN.	


GRAPHIC SCALE
WESTCHASE PHASE II
PLAT BK: 6250 PG: 43 R.O.D.C., TN
N 49° 44' W
65.00'
60.00'
LOT 4
LOT 3
LOT 2
LOT 1
30' SANITARY SEWER AND DRAINAGE EASEMENT OF RECORD IN BOOK: 3998 PAGE: 144 AND BOOK: 3998 PAGE: 150
EXISTING SANITARY SEWER MANHOLE
EXISTING SANITARY SEWER LINE
EXISTING FIRE HYDRANT
EXISTING ELECTRIC TRANSFORMER
210.00'
5'-4"
23.5'
4.88'
76.88'
5' SIDE SETBACK TYPICAL
133B
133A
N 40° 16' E
S 40° 16' W
20' INGRESS/ EGRESS ESMT
8.3'
15.15'
5.3'
INGRESS/ EGRESS EASEMENT, TYPICAL
62.0'
65.00'
60.00'
S 49° 44' E
EXISTING RIGHT-OF-WAY
EXISTING CURB
EXISTING FIRE HYDRANT
EXISTING WATER METER
EXISTING WATER LINE
EXISTING WATER METER
WOODMONT BOULEVARD
O/H ELEC
70' R.O.W.
AUTREY E. DYE
TENNESSEE NO. 2403
OWNER: WOODMONT WAYE LLC
ADDRESS: 133A WOODMONT BOULEVARD
LOCATION: NASHVILLE, TN 37235
RECORD: INSTRUMENT NUMBER 20050520-0057361 R.O.D.C., TN
REVISIONS:
SCALE: 1" = 40' DATE: 04/18/2005
EXHIBIT "A"
FOR
133A WOODMONT BOULEVARD
LOT #1 & 2 BRANSFORD SUBDIVISON
RESUB OF LOTS 146, 146 & 147 KENNER MANOR
PLAT BOOK: 421 PAGE 155 R.O.W.C., TN.
24th CIVIL DISTRICT, DAVIDSON COUNTY TENNESSEE
TAX MAP 116 PARCELS 35.00 & 36.00 - R.O.D.C., TN.
G.A.M. Engineering, Inc.
CIVIL ENGINEERING
PHONE / FAX - 615-885-6278
P.O. BOX 303 HERMITAGE, TN 37076-0303



OWNER:	WOODMONT WAYE LLC	EXHIBIT "A"	G.A.M. Engineering, Inc.
ADDRESS:	1338 WOODMONT BOULEVARD	FOR	CIVIL ENGINEERING
LOCATION:	NASHVILLE, TN 37235	1338 WOODMONT BOULEVARD	PHONE / FAX - 615-885-6278
RECORD:	INSTRUMENT NUMBER 20050520-0057361 R.O.D.C., TN	LOT #1 & 2 BRANSFORD SUBDIVISON	P.O. BOX 303 HERMITAGE, TN 37076-0303
REVISIONS:		RESUB OF LOTS 146, 148 & 147 KENNER MANOR	
SCALE: 1" = 40'	DATE: 04/18/2005	PLAT BOOK: 421 PAGE 155 R.O.W.C., TN.	
		24th CIVIL DISTRICT, DAVIDSON COUNTY TENNESSEE	
		TAX MAP 116 PARCELS 35.00 & 36.00 - R.O.D.C., TN.	

THIS INSTRUMENT PREPARED BY:
R. Francene Kavin
BOTTORFF, KAVIN & COOK, PLC
155 Franklin Rd., Suite 120
Brentwood, TN 37027

EXHIBIT "C"

BY-LAWS OF WOODMONT WAYE OWNERS ASSOCIATION, INC.

ARTICLE I
Members (Unit Owners)

Section 1. Eligibility. The members of Woodmont Waye Owners Association, Inc., a Tennessee not-for-profit corporation, shall consist of the Unit Owners of the property known as Woodmont Waye located in Nashville, Davidson County, Tennessee (the "Property"). 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. Secession. 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. The first regular meeting of the Unit Owners (the "First Meeting") may be held, subject to the terms hereof on any date, at the option of the Board; provided, however, that the first meeting shall be held not less than ten (10) days, nor more than one hundred twenty (120) days after recording of the Master Deed. Subsequent to the first meeting, there shall be a regular annual meeting of Unit Owners held each year within fifteen (15) days of the anniversary of the first meeting. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of Unit Owners may be called by the President or by a majority of the Board of Directors of the Association, or by a majority of Unit Owners. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of the meeting, stating the date, time and place of the special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. 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 unit if no separate address for such purpose has been given to the Board.

Section 6. Voting. Each Unit shall have one (1) vote. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided, but shall be exercised as if the Unit Owner consisted of only one (1) 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 (2) or more of them to cast such vote, such persons shall not be recognized, and such vote shall not be counted.

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 fifty-one (51%) percent of the votes entitled to be cast at such meeting.

Section 8. Insurance. It shall be the Unit Owner's responsibility to obtain and maintain hazard insurance on the Private Elements of the Unit including the exterior which are not Common Elements and the Unit's interior.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administration" and sometimes referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "Directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners, except that until such time as the First Meeting of members is held, the Directors (hereinafter called "members of the First Board") shall be appointed by the Declarant. Those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. Every Director, except for members of the First Board, shall hold office for the term of three (3) years and until his successor shall be elected and qualified.

Section 2. Qualification. Except for members of the First Board, two (2) Directors shall be Unit Owners (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust; and if a Unit Owner or such beneficiary is a corporation or partnership, a Director may

be an officer, partner or employee of such Unit Owner or beneficiary). A third Director shall be elected by the two (2) Directors to act as Chairman, whose only vote shall be allowed to be used to break ties in voting.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. 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 4. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall consist of three (3) members appointed by the Board to serve from the close of one (1) annual meeting to the close of the succeeding 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 nominations 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 annual meeting.

Section 5. Meetings. A regular annual meeting of the Board shall be held within ten (10) days of 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 forty-eight (48) 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 6. Removal. Any Director may be removed from office with cause by the vote of all Unit Owners.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by Unit Owners.

Section 8. Quorum. A majority of Directors shall constitute a quorum.

Section 9. 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 therefore, 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 advisable;

(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 borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association;

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

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

(n) to be responsible for and maintain all streets, roads, utilities, and any other services of a public nature that are classified as Common Elements in the

Master Deed;

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

Section 10. Power to Take Any Action. 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 11. 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.

ARTICLE III

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/Treasurer, who shall keep the minutes of all meetings of the Board and of Unit Owners, financial records, and who shall, in general, perform all the duties incident to the office of Secretary/Treasurer;

(c) such additional officers as the Board may elect.

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 officer 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 IV

Assessments

Section 1. Annual Budget. The Board shall establish an annual budget to provide for the needs 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 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 reserve for contingencies for the year and replacements, 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 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, 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. 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 Unit, the Common Elements, or the Private Elements.

Section 3. Partial Year or Month. Commencing with the date of occupancy of his Unit, 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 of the annual budget's approval, or as soon thereafter as practicable, the Board shall cause to be furnished to each Unit Owner a statement for each 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 II, Section 9(c) hereof and expenditures and contracts specifically authorized by the Master Deed and By-Laws, the Board shall not approve any expenditures in an amount in excess of ten (10%) percent of the annual budget for the then current year, unless required for emergency repair, protection or operation of the Common Elements, nor enter into any contract for more than three (3) years, without the prior approval of three-fourths (3/4) of the total ownership in the Common Elements.

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

If any Unit Owner shall fail or refuse to make any such payment when due, such delinquent payment shall be subject to a late charge in an amount established bo the Board, and such delinquent payment shall also bear interest at the highest permissible rate of interest allowed in the State of Tennessee. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act and Master Deed, enforceable by the Board and/or Paying Unit Owner, on the interest of such Unit Owner in the property.

The Association, 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, the Association, acting through its Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property 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.

The sale or conveyance of a unit shall in all cases be subject to all unpaid assessments against the Unit Owner thereof for such owner's prorata share in the expenses to which T.C.A. § 66-77-116 refers and, if the same are not paid by the Unit Owner prior to sale or conveyance,

shall be a lien against the unit and shall be paid by the new owner of the unit. Likewise, shall taxes and other levies and assessments by governmental taxing bodies be a lien against individual unit(s).

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.

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrances 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 Unit. 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 expanded 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 proportionate amounts.

ARTICLE V

Use and Occupancy Restrictions

Section 1. General. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in or to his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall install outside his Unit any canopy or awning, or outside radio or television antenna, or radio transmitters, or other equipment, fixtures or items of any kind, without prior written permission of the Board or the Managing Agent, acting in accordance with the Board's direction. No Unit Owner shall erect any structure including fences, walls and patios without prior written approval of the Board. Notwithstanding the above, a Unit owner may have installed, as unobtrusively as is possible, a satellite dish affixed to, and within the boundaries of the Unit's Private Elements, so long as the dish and its installation are in accordance with all applicable laws.

No structure of a temporary character, trailer, tent, shack, garage, barn, or other

outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

Section 2. Exterior Repairs and Alterations. A Unit Owner may make repairs and/or alterations to the exterior of his unit so long as the materials used are identical to, or a match with the existing color of the materials, whether paint, brick, windows, or roofing materials, or any other exterior material, so long as the repairs or alterations have the prior written approval of the Board, which shall not be unreasonably withheld. If a Unit Owner desires to make repairs and/or alternations to the exterior of his Unit wherein different material(s) and/or color(s) will be applied or installed onto the Unit other than those existing materials on or affixed to the Unit at that time, (a) the Unit Owner must have the written agreement of the adjacent Unit Owner before any such repairs and/or alternations are begun; and the agreement shall include the adjacent Unit Owner's willingness to likewise make repair(s) and/or alterations utilizing the same material(s) and/or color(s) sought to be used by the first Unit Owner and (b) the Unit Owners shall not commence any such repair and/or alternation without the prior written approval of the Board, which shall not be unreasonably withheld.

No signs, posters or bills may be placed or maintained in the Unit unless approved by the Board, except that an owner may place and maintain a "For Sale" sign in front of his Unit for a reasonable time, not to exceed 3 feet by 2 feet in size.

Section 3. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner, as prescribed from time to time, by Rules and Regulations of the Association.

Section 4. Storage. Articles of personal property belonging to any Unit Owners shall not be stored or kept in the Common Elements, but shall be confined to storage areas within each Unit or in those areas as designated as Private Elements.

Section 5. Wiring. No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accordance with the Board's direction.

Section 6. Rules and Regulations. Unit Owners shall be subject to such further restrictions as may be contained in rules and regulations of the Association concerning the use of Units and the Common Elements which may be enacted from time to time by the Board. Such rules and regulations shall be binding rules and regulations of the Association and copies of such rules and regulations and any amendments or additions thereto shall be furnished to all Unit Owners upon request.

ARTICLE VI

Contractual Powers

No contract or other transaction between this Association and one (1) or more of its Directors, or between the Association and any corporation, firm or association in which one (1) or more of the Directors of the Association are Directors, or are financially interested, is void or 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 from time to time by action or approval of not less than a three-fourths (3/4) majority of the Unit Owners. Such amendments shall be recorded in the Register's Office of Davidson County, Tennessee.

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, against all contractual and other liabilities to others arising out of contracts made by, or other acts of such directors, officers, or committee members on behalf of Unit Owners, or arising out of their status as Directors, officers, or committee members, 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, attorney fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceedings, 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 persons 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 VIII.

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 VIII shall not be deemed exclusive of

any other rights to which those seeking 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 their heirs, executors, administrators, successors, and assigns of such person or entity.

ARTICLE IX

Mortgages/Deeds of Trust

Section 1. Notice to Board. A Unit Owner who mortgages his Unit 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 with the Board; and the Board shall maintain such information in a book entitled "Mortgages of Units".

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

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 Unit whose name and address has therefore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit 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, the Master Deed and the contract 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, to the extent they are defined therein, shall have the same meaning as set forth in the Master Deed for Woodmont Waye of record in the Office of the

Register of Deeds for Davidson County, Tennessee.

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 Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the By-Laws to control in specific situations where such law allows. In 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.