This instrument prepared by:
T. Chad White
Tune, Entrekin & White, PC
315 Deaderick Street, Suite 1700
Nashville, TN 37238

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MASTER DEED AND BY-LAWS FOR D5 LOFTS

(A Horizontal Property Regime)

THIS MASTER DEED AND BY-LAWS FOR D5 LOFTS (A Horizontal Property Regime) is made and entered into by TOUCHSTONE BUILDERS, INC. ("Declarant"), a Tennessee corporation.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property located in DAVIDSON COUNTY, Tennessee (the "Development Property"), and more particularly described on Exhibit A attached hereto;

WHEREAS, Declarant will develop the Development Property as a residential community and establish, develop and construct thereon one or more single-family residential condominium homes;

WHEREAS, Declarant desires to submit the Development Property, together with all buildings, structures, improvements and other permanent fixtures of any kind whatsoever hereafter constructed thereon, and all rights and privileges belonging or pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee in order to establish and construct thereon, in phases, a horizontal property regime to be known as "D5 LOFTS", consisting of up to FIVE (5) residential dwellings ("Units"), together with certain buildings, structures, private streets, driveways, walkways, amenities, improvements and other permanent fixtures as further described on Exhibit B attached hereto;

WHEREAS, Declarant presently contemplates that the Units comprising the horizontal property regime will consist of several different floor plans in varying numbers and each having their own Limited Common Elements (defined below) appurtenant to and serving such Units; and

WHEREAS, Declarant desires to establish for its own benefit and for the benefit of all future owners and occupants of the Development Property or any portion thereof, certain rights, privileges and easements in, over and upon the Development Property, and to this end, desires to subject the Development Property to certain mutually beneficial covenants, restrictions, obligations, easements, charges and liens for the purpose of enhancing and protecting the value, desirability and attractiveness and well as the proper

use, conduct and maintenance of the Development Property, or any part thereof.

NOW, THEREFORE, for the purposes set forth herein Declarant, as legal title holder of the Development Property, declares as follows:

ARTICLE I. DEFINITIONS

The following words when used in this Master Deed or any Supplemental Instrument hereto shall have the following meanings:

1. "Act" shall mean and refer to the "Horizontal Property Act" of the State of Tennessee located at Tennessee Code Annotated, Section 66-27-101, *et seq.*, as the same may be amended from time to time.

2. "Annual Assessments" shall mean and refer to the regular, yearly assessment of Common Expenses attributable to a particular Unit as further described herein.

3. "Association" shall mean and refer to D5 LOFTS OWNERS' ASSOCIATION, INC., a Tennessee not-for-profit corporation, its successors and assigns.

4. "Board" shall mean and refer to the Board of Directors of the Association.

5. "Building" shall mean and refer to any one or all of the Building(s) located on the Site Plan for the Development Property as described on Exhibit B and forming a part of the Development Property and each containing Units.

6. "By-Laws" shall mean and refer to the By-Laws of the Association attached hereto as Exhibit D and made a part hereof, as 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 Development Property and other matters which the Act provides are to be dealt with by the By-Laws shall be deemed to be part of the By-Laws.

7. "Common Elements" shall mean and refer to all of the Development Property except for the Units and, without limiting the generality of the foregoing, shall include the following, except as otherwise herein provided or stipulated:

a. The land, devices, improvements, structures, installations or any other elements or part of the Development 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.

b. All foundations, main walls, bearing walls, bearing columns and roofs.

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

d. All roads, driveways, access roads, walkways, sidewalks, trails, paths, parking areas, open spaces and entrances and exits for ingress and egress to and from, over and across, the Development Property and to and from the Units; provided, however, none of the foregoing shall refer to any property that has been publicly dedicated to and accepted by any governmental body on the Development Property or as otherwise provided herein.

e. All improvements, devices or installations existing for the common use and benefit of the Unit Owners.

f. All utility lines, pipes, ducts, wiring and conduits, except for those located within a Unit or are inseparable appurtenance thereto and serving only such Unit, the enjoyment, benefit and/or use of which is reserved exclusively to the Unit Owner of same.

g. Any common walls or fences.

8. "Common Expense" shall mean and refer to any and all expenses incurred in the administration and operation of the Common Elements, any Limited Common Elements and any other expenses of the Association incurred in conformance with this Master Deed and the By-Laws, including but not limited to, the maintenance and repair of the Common Elements, Limited Common Elements and any and all replacements and additions thereto.

9. "Declarant" shall mean and refer to TOUCHSTONE BUILDERS, INC., a Tennessee corporation, 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 with the development of appropriate portions of the Development Property and the construction and sale of Units thereon, including but not limited to, its voting rights, its rights and privileges regarding assessments, and any other easements and rights described herein. In the event of 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.

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

11. "Designated Parking Spaces" shall mean and refer to the clearly delineated areas situated on the Development Property, as shown on Exhibit B, designed and built for independent and exclusive ownership and use by Unit Owners for vehicle parking purposes.

12. "Development Period" shall mean and refer to the period commencing upon the date hereof and ending on the earlier of the following dates: (a) on the day that is THREE

(3) years after the first conveyance of a Unit to the initial purchaser other than the Declarant; (b) on the date that one hundred percent of the Units have been conveyed to an initial purchaser other than the Declarant; or (c) on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period by calling the First Annual Meeting as provided herein.

13. "Development Property" shall mean and refer to the real property shown and described on Exhibit A attached hereto and made a part hereof.

14. "Impositions" shall mean and refer to any assessment, annual or special, or any other Common Expense or charge by the Association against one or more Units owned by a Unit Owner, including reasonable attorney's fees and costs incurred in the enforcement thereof and interest thereon to the extent authorized by law and the provisions hereof.

15. "Limited Common Elements" shall mean and refer to all Common Elements contiguous to and serving any Unit(s) to the exclusion of the other Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved exclusively to the Unit Owner(s) of such Unit(s) either in this Master Deed, on the Site Plan or by the Board. Without limiting the generality of the foregoing, the Limited Common Elements for each Unit shall include the condensing units, HVAC equipment, utility meter, water heater, pipes, ducts, wiring, conduit, window frames and screens, door and door frames, window and door glass panes and porches and patios.

16. "Majority of Unit Owners" shall mean and refer to the holders of more than fifty percent (50%) of the total Votes of the Members.

17. "Master Deed" shall mean and refer to this instrument recorded in the Register's Office for DAVIDSON COUNTY, Tennessee by which the Development Property is submitted to the provisions of the Act, as hereinafter provided, and such Master Deed as may be amended from time to time.

18. "Member" shall mean and refer to any Person(s) that shall be a Unit Owner, and as such, shall be a Member of the Association.

19. "Mortgage" shall mean and refer to any first priority mortgage encumbering a Unit, held by a Mortgagee.

20. "Mortgagee" shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is in the business of making mortgages to unaffiliated customers and which is the record holder of a recorded first priority Mortgage encumbering one or more Units or property within the Development Property, which is not affiliated with the Unit Owner and which has given written notice of its Mortgage to the Association.

21. "Occupant" shall mean and refer to any Person in possession of a Unit,

regardless of whether said Person is a Unit Owner.

22. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, trust or other legal entity capable of holding title to real property. The use of the masculine pronoun shall include neuter and feminine references as applicable, and the use of the singular shall include the plural where the context so requires.

23. "Plans" shall mean and refer to the detailed plans prepared for construction of any improvement on or within the Development Property, which shall comply with the architectural control provisions, if any, of this Master Deed.

24. "Recording" shall mean and refer to the recording of an instrument in the Register's Office for DAVIDSON COUNTY, Tennessee.

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

26. "Site Plan" shall mean and refer to the diagram, plan or survey of the Development Property presently submitted as well as any other diagrams, plans or surveys as may be submitted to this Master Deed and the provisions of the Act, which show the number, area and location of each Unit and other data necessary for their identification. The Site Plan for Phase 1 is attached hereto as Exhibit B, and made a part hereof. No dedication to the public is intended by the recording of any Site Plan with this Master Deed, except as otherwise provided by Declarant.

27. "Special Assessments" shall mean additional assessments of Unit Owners made from time to time by the Board pursuant to this Master Deed.

28. "Supplemental Instrument" shall mean and refer to any amendment to the Master Deed whereby Declarant submits additional property to the terms of the Master Deed or otherwise amends the Master Deed as provided herein.

29. "Unit" shall mean and refer to the enclosed space within each Unit from the unfinished walls, floor and ceiling inward, including any garage, situated on and a part of the Development Property designed and built for use and occupancy as a single family residence and intended for independent ownership and use as shown on Exhibit B. Any Unit may be jointly or commonly owned by more than one Person. It is intended that the term "Unit", as used in this Master Deed, shall have the same meaning as the term "Apartment" as used in the Act.

30. "Unit Owner" shall mean and refer to the Person(s) whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided percentage interest in the Common Elements appurtenant thereto, and shall be deemed the same as a "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 Unit. Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

31. "Vote" shall mean the vote in the affairs of the Association to which each Member is entitled.

ARTICLE II. SUBMISSION OF DEVELOPMENT PROPERTY TO THE ACT

1. Establishment. Declarant, as Developer and as the legal title holder in fee simple of the Development Property, does hereby submit and subject the Development 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 D5 LOFTS, and hereby declares that the Development 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 Development Property and which shall run with the land and be binding upon and inure to the benefit of all Persons now or hereafter having any right, title or interest in the Development Property or any part thereof.

2. Site Plan. The Site Plan for Phase 1 is attached as Exhibit B and is incorporated herein by this reference thereto, sets forth the numbers, areas and location of each Unit as well as any other data necessary for their identification required by the Act.

3. Units. Each Unit is numbered as shown on the Site Plan (Exhibit B) and the legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Site Plan. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on the Site 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 Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Site Plan. The initial number of Units created and established by this Master Deed shall be FIVE (5) condominium Units, as numbered and located on the Site Plan. The total number of Units contained within the horizontal property regime established hereby is expected to consist of up to FIVE (5) Units, which may be increased or 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 increase or decrease the total number of Units, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Owners' Association. There has been or will be formed an Association having the name "D5 LOFTS OWNERS' ASSOCIATION, INC.", a Tennessee nonprofit corporation, which 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 Development 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 D and made a part hereof. The Charter for the Association is attached hereto as Exhibit E. The Board 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 the Unit Owners in accordance with the provisions of this Master Deed and the By-Laws.

2. Membership. 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 Unit. 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.

3. Voting. The voting rights of the Members shall be appurtenant to their ownership of Units. Each Member shall be entitled to cast a single vote for each Unit owned by such Member. When two or more Persons hold an interest (other than a leasehold or security interest) in a Unit, all such Persons shall be Members; but the Vote attributable to such Unit shall be exercised by one of such Persons as proxy and nominee for all such Members, and in no event shall more than one (1) Member be entitled to cast the Vote attributable to such Unit. Furthermore, neither the Declarant nor any other Person dealing with the Development Property shall have any duty to inquire as to the authorization of the Member casting the Vote for a Unit, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Unit.

4. Voting Rights. Any Member, who is delinquent in the payment of any Common Expense or other charge duly levied by the Association against Units(s) owned by such Member, shall not be entitled to Vote until all such Annual or Special Assessment, Common Expenses and charges, including reasonable penalties, interest and costs of collection, as the Board may impose or incur, have been paid to the Association. In addition, the Board may after a hearing observing general due process requirements, suspend the right of such Member to use the Common Elements or any other facilities or services that the Association may provide until such delinquency is cured. Such hearing shall be held only after giving such Member not less than ten (10) days prior written notice specifying the alleged violation and setting the time, place and date of such hearing. The forgoing rights of the Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay any Imposition.

5. Manner of Voting. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice Votes, ballot Votes or other manners of voting and any regulation of the solicitation of Votes or proxies.

6. First Annual Meeting. The first regular annual meeting of the Members ("First Annual Meeting") for the election of Directors and such other business as shall come before the Members shall be held on a date to be selected by the Board within the first NINETY (90) days following the expiration of the Development Period. Until the first regular annual meeting of the Members, the members of the Board shall be appointed by the Declarant or the Declarant shall act as and on behalf of the Board.

7. Management of Property. The Declarant during the Development Period and thereafter 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 Development Property and to manage the affairs of the Association to the extent deemed advisable by the Declarant during the Development Period and thereafter the Board; 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. No such contract shall be of a duration in excess of TWO (2) years. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association funds, and the cost of such services shall be a Common Expense of the Association.

8. Non-Liability of Declarant, Board and Officers. To the extent permitted by law, neither the Declarant, the Board or officers of the Association shall be personally liable to Unit Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

9. Binding Determination. In the event of any dispute or disagreement between any Unit Owners relating to the Development Property; or the use, right to use or maintenance of any Common Element; or any other questions of interpretation or application of the provisions of this Master Deed, the By-Laws or any Rule or Regulation, the determination thereof by the Declarant during the Development Period and thereafter the Board shall be final and binding on each and all Unit Owners.

10. Common Element Ownership. Each Unit is hereby allocated an undivided percentage of ownership 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 Units shown on the Site Plan. The Common Elements shall be owned by the Unit Owners as tenants in common in accordance with the percentage of ownership interest allocated to each Unit. The percentage of ownership interest in the Common Elements allocated to each Unit at the time of recording this Master Deed is as shown on Exhibit C attached hereto and made a part hereof. Such assigned percentage of ownership interest shall remain constant unless hereafter changed by Supplemental Instrument or other properly recorded amendment to this Master Deed

by the Declarant during the Development Period or by the Unit Owners as provided herein. The ownership of a 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. The Common Elements shall remain undivided and shall not be the subject of an action for partition.

ARTICLE IV. USE OF DEVELOPMENT PROPERTY

1. Common Elements. Each Unit Owner shall have the right and easement to use the Common Elements, except for Limited Common Elements, in common with all other Unit Owners and as may be required for the purposes of access, ingress, egress, use, occupancy and enjoyment of the Unit owned by such Unit Owner.

2. Limited Common Elements. Each Unit Owner shall have the sole and exclusive right and easement to the use, benefit, occupancy and enjoyment of the Limited Common Elements serving his Unit alone.

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

4. Limitation on Use. Such rights to use the Common Elements and the Limited Common Elements provided for herein shall be subject to and governed by the provisions of the Act, this Master Deed, the By-Laws and the Rules and Regulations adopted and approved by the Board from time to time. In addition, the Association shall have the authority to grant concessions or easements with respect to parts of the Common Elements subject to the provisions of this Master Deed and By-Laws. All income derived by the Association from 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.

ARTICLE V. COMMON EXPENSES AND ENFORCEMENT

1. Common Expenses. Each Unit Owner, by acceptance of a deed therefore, is deemed to covenant and shall pay his proportionate share of the Common Expenses or other Imposition as set forth in Exhibit C hereto. The Board shall fix the amount of the Common Expenses each year by preparing an annual budget for the services to be provided by the Association. The Board shall set the time and manner by which the Common Expenses are paid, and until otherwise directed by the Board, the Common Expenses shall be paid in equal monthly installments due the first day of each month.

2. Use of Common Expenses. The Board shall have the power and authority to levy Common Expense assessments against all Members:

a. To promote the recreation, health, safety and welfare of the Unit Owners.

b. To provide for the maintenance, cleaning, painting, repair, replacement of, and additions to the Common Elements.

c. To pay taxes, insurance premiums for hazard insurance for Common Elements and insurance premiums for liability insurance protecting the Board, officers and the Declarant for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

d. To pay bills, if any, related to the management of the affairs and maintenance of the Association.

e. To pay the fees of any Management Agent that the Association may employ to manage the affairs of the Association.

f. To pay such other reasonable and necessary expenses of the Association required by or reasonably related to effectuating the rights, duties and responsibilities of the Association as provided by the Act, this Master Deed or the By-Laws.

3. Commencement and Allocation. Commencing with the date of ownership of his Unit, 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 interest in the Common Elements as set forth on Exhibit C hereto. Assessments on properties that first become subject to Common Expenses or other Impositions during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses or other Impositions of the Association by waiver or non-use of enjoyment of the Common Elements or by abandonment of his Unit.

4. Declarant Responsibility. During the Development Period, Declarant may elect either: (a) to make an periodic contributions to the Association sufficient to defray the costs of the Association that cannot be funded from the Common Expenses levied on Units that have been sold to purchasers other than Declarant; or (b) to have Units owned by Declarant assessed in the same manner as the Units that have been sold to purchasers other than the Declarant. After the termination of the Development Period, Units owned by Declarant shall be assessed in the same manner as the Units that have been sold to purchasers other than the Declarant, and the obligation of the Declarant to fund any deficit in the operations of the Association or the thereafter accruing shall terminate and be of no further force and effect. Except for its responsibilities as a Unit Owner as provided herein, Declarant shall have no responsibility for the maintenance, repair or replacement of any part of the Common Elements or Limited 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 or Limited Common Elements, Declarant shall be entitled to reimbursement from the Association or a credit for such sums against any Common Expense Declarant might be required to pay by virtue of being a Unit Owner. Declarant will not be obligated to pay any operating fund deficiencies that are due to non-payment of Common Expenses by Unit Owners other than the Declarant, and nothing contained in this Paragraph shall be deemed to relieve or release any Unit Owner from the obligation of that Unit Owner to pay that Unit Owner's share of any Common Expense or other Imposition. The obligation of the Declarant to fund any deficit provided for herein may be satisfied in the form of a cash substitute or by "in kind" contribution of materials and substances or a combination thereof. All "in kind" contributions of services and materials shall be valued at the reasonable market value of such service or materials.

5. Working Capitol Fund: Each Unit Owner shall pay FIVE HUNDRED dollars ($500.00) to the Association at the initial closing of the sale of a Unit to a purchaser other than the Declarant. The amounts paid to the working capitol fund by each Unit Owner at the closing of the sale of the Unit shall not be credited toward the Common Expenses or any other Imposition.

6. Special Assessments. In addition to the Common Expenses authorized herein, the Board may levy a Special Assessment in addition to Common Expenses applicable to a particular year, provided that any such Special Assessment, together with any other Special Assessment made within the same fiscal year as set by the Board in an amount in excess of TWENTY percent (20%) of that year's Common Expenses must have received the affirmative Votes of not less than THIRTY-FIVE percent (35%) of the total Votes within the Association at such a meeting of the Members held after not less than FIVE (5) days prior written notice of the date, time and purpose for said meeting. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such Special Assessment and each Unit Owner shall be responsible for paying his share of the Special Assessment in the same percentage of the Common Expenses as described on Exhibit C.

7. 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 By-Laws shall be established by the Board and funded by the Common Expenses.

8. Exempt Property. All property within the Development Property that is dedicated to and accepted by a local public authority, that is granted to or used by a utility company, or is designated as Common Elements shall be exempt from Common Expenses.

9. Creation of Lien and Personal Obligation. In order to secure payment of Common Expenses as same become due, there shall arise a continuing lien against the interest of such Unit Owner in his Unit, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common Elements as provided in the Act for the amount thereof, which shall bear interest at the Delinquency Interest Rate, together

with any reasonable late charge established by the Board and together with all costs, including reasonable attorney's fees in the collection thereof or in the enforcement of the lien. The Common Expenses, together with such interest, attorney's fees and costs shall also be the personal obligation of the Person who was the Unit Owner at the time the Common Expenses became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them. The Association may bring an action at law against the Unit Owner personally obligated to pay same or foreclose the lien against the Unit. Except as provided herein, the lien for non-payment of Common Expenses shall not be affected by any sale or transfer of the Unit, and any sale or transfer of a Unit shall be subject to any such lien. If the lien is not paid prior to any sale or transfer of the encumbered Unit, then the lien shall remain against the Unit and shall be payable by the new Unit Owner thereof.

10. Mortgage Protection. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Unit, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common Elements. From the date hereof, no Unit Owner shall have the right or authority to make, create or cause to be made or created any Mortgage, deed of trust or other lien on or affecting the Development Property or any part thereof, except to the extent of his own Unit, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common Elements. The Common Expense or other assessment lien payable by a Unit Owner shall be subordinate to the lien of any first recorded Mortgage or deed of trust held by a Mortgagee on the Unit, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common Elements except for the amount of the proportionate share of any Common Expense which becomes 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 Mortgage or deed of trust. The Association shall have a lien upon the proceeds from foreclosure or sale junior only to the lien of the foreclosed first Mortgage. Any delinquent Common Expenses 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 Units 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 Unit, the Limited Common Elements appurtenant thereto and his percentage of ownership 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 Development Property as a whole or some subdivision thereof, then each Unit Owner shall pay his proportionate share thereof 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 Units shall be separately metered, and all utility charges for Units shall be assessed to and shall constitute the sole responsibility of the respective Unit Owners thereof.

12. Common Expense and Imposition Records. The Association shall cause to be

maintained in the office of the Association or such other place as may be identified by the Board a record of all Members, their Unit(s) and the Common Expenses and other Impositions applicable thereto. This record shall be open to inspection by any Member. Upon demand and payment of a reasonable charge, the Association shall furnish to any Member a certificate in writing signed by an officer of the Association or by its authorized Managing Agent setting forth whether the Common Expenses and other Impositions, if any, against such Unit Owner's Unit(s) have been paid, and if not, the amount then due and owing. Absent manifest error, such certificate shall be deemed conclusive evidence to third parties as to the status of Common Expenses and Impositions against any Unit(s).

ARTICLE VI. ALTERATIONS AND IMPROVEMENTS

1. Common Elements. No Unit Owner shall make any alteration of, addition or improvement to, or place any structure, device or installation upon the Common Elements, or any portion thereof, without the prior written approval of the Declarant during the Development Period and thereafter the Board. The Declarant during the Development Period and thereafter the Board may authorize and charge as part of the Common Expenses any alteration, addition, and improvement to the Common Elements.

2. Units and Limited Common Elements. Unit Owners shall be permitted to make any non-structural alteration, addition or improvement to the interior of his Unit without the prior written approval of the Board. Any structural or other alteration, addition, improvement or maintenance made by a Unit Owner to the exterior of his Unit and/or the Limited Common Elements related thereto and/or the Common Elements or any portion of the Development Property: (a) shall be in strict conformity with the architectural style and design of the Unit as originally constructed and shall be compatible with other structures and improvements constructed on the Development Property as determined by the Declarant during the Development Period and thereafter the Board in its sole discretion; and (b) shall not be constructed, placed, or maintained on the Development Property until the Plans and specifications therefor showing the nature, kind, shape, height, materials, color, location and any other information required by the Declarant during the Development Period and thereafter the Board have been submitted to and approved in writing by the Declarant during the Development Period and thereafter the Board. Such Plans not approved in writing within THIRTY (30) days of submission shall be deemed DENIED. Unit Owner shall be responsible for any damage to other Units, the Limited Common Elements attributable thereto, the Common Elements, the Development Property or any part thereof resulting from any such alteration, addition or improvement.

3. Limited Effect of Plan Approval. The approval by the Board of a Unit Owner's Plans for the construction of an structure or improvement is not intended to be an approval of the structural stability, integrity or design of a completed improvement, the safety of any component therein, or the compliance thereof with DAVIDSON COUNTY regulatory requirements or any federal, state or local law, regulation or ordinance. This approval by the Board is required solely for the purpose of insuring compliance with the covenants contained herein and to insure the harmonious and orderly architectural and aesthetic development and improvement of the Development Property. Notice is hereby given to

any future Unit Owner and/or occupant of any completed structure or improvement and all invitees and other persons who may from time to time enter or go on or about such completed structure or improvement that no permission or approval granted by the Declarant, the Board or the Association with respect to the construction of any structure or improvement pursuant to this Master Deed shall constitute or be construed as an approval of the structural stability, integrity or design of a completed structure or improvement, the safety of any component therein or the compliance thereof with DAVIDSON COUNTY regulatory requirements or any federal, state or local law, regulation or ordinance. As such, no liability shall accrue to the Declarant, the Board or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

4. Declarant / Association: Improvements made and/or work performed by the Declarant or the Association shall not be subject to the provisions of this Article. Notwithstanding anything to the contrary set forth elsewhere in this Master Deed, Declarant and 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 Article.

ARTICLE VII. MAINTENANCE

1. Common Elements. Except as otherwise provided herein, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Common Expenses of the Association assessed to and paid by all Unit Owners or as otherwise allocated in reasonable relation to the purpose for and Persons benefitted thereby as determined in the sole discretion of the Declarant during the Development Period and thereafter the Board.

2. Units and Limited Common Elements. Except as otherwise specifically provided herein, each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit and the Limited Common Elements appurtenant thereto. 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, in its sole discretion, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the Common Expense / Imposition attributable to such Unit. Notwithstanding the foregoing, if the electrical wiring, plumbing or other utilities of a Unit require maintenance, repair or replacement; it shall be the responsibility of the Association to provide such maintenance, repair or replacement, but the cost of such maintenance, repair or replacement will be assessed to the Unit Owners benefitted thereby, which shall be added to and become a part of the Common Expense / Impositions attributable to such Unit(s).

3. Landscape Maintenance. The expense of cutting, mowing, seeding, repair, replacement, tree / limb removal, leaf removal and other general maintenance of all of the lawn areas, shrubbery and other landscaping located on or within the Development

Property shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Common Expenses of the Association assessed to and paid by all Unit Owners or as otherwise allocated in reasonable relation to the purpose for and Persons benefitted thereby as determined in the sole discretion of the Declarant during the Development Period and thereafter the Board.

4. Street and Parking 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 Development Property shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Common Expenses of the Association. The expense of the maintenance, repair and replacement of parking spaces shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Common Expenses of the Association.

5. Unit Owner Responsibility for Damage. If the negligent act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, tenants, licensees or household pet causes damage to or necessitates the maintenance, repair or replacements of the Common Elements or the Limited Common Elements, which would otherwise be a part of the Common Expenses, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Board, to the extent not covered by the Association's insurance. If the act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, tenants or licensees that causes damage to or necessitates the maintenance, repair or replacements of the Common Elements or the Limited Common Elements is intentional, reckless or grossly negligent, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement as may be determined by the Board irrespective of the Association's insurance coverage.

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

ARTICLE VIII. EASEMENTS AND ENCROACHMENTS

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

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

3. Declarant. During the Development Period and for a period of two (2) years thereafter but in no event more than FIVE (5) years from the date of recording this Master Deed, an easement is reserved to Declarant in, upon, over, under, across and through the Common Elements, including the Limited Common Elements, in order to maintain such facilities and perform such operations as in the sole opinion the Declarant may be reasonably required, convenient or incidental to the construction of the Units and Common Elements, including, without limitation, a business office, sales office, storage area, construction yards, signs and model Units.

4. Encroachment. If any portion of the Common Elements, including the Limited Common Elements, shall actually encroach upon any Unit or Storage Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, including the Limited Common Elements, as the Common Elements and Units are shown on any 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 respective Unit Owners involved, to the extent of such encroachments, so long as same exists; 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.

5. Association. A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements, including the Limited Common Elements, is hereby reserved to the Association, the Board, Managing Agent, or their respective agents or employees for the purpose of maintaining, repairing, and replacing the Common Elements, the Limited Common Elements or any equipment, facilities or fixtures affecting or servicing or the Common Elements or the Limited Common Elements as well as to remedy any violations of the provisions of this Master Deed, the By-Laws or any Rules and Regulations of the Association; provided that requests for entry are made in advance and that any such entry is at a time reasonably

convenient to the Unit Owner, except that in the case of an emergency or the Unit Owner's uncooperative or untimely response to such request, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

6. Roadway. An easement is hereby reserved as may be shown on any recorded plan, plat or other public record over, across, through and upon the Development Property for any private street or road providing access to and ingress and egress to and from any publicly dedicated street or roadway.

7. Federal, State and Local Entity. An easement is hereby established for the benefit of any applicable federal, state or local entity over all portions of the Development 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 Development Property. In no case shall any such entity be responsible for failing to provide any such emergency or regular fire, police or other public service to the Development 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, the Association or any Unit Owner.

ARTICLE IX. USE AND OCCUPANCY RESTRICTIONS

1. General. The following restrictions on the use and occupancy of the Development Property, or any part thereof, are made a part of this Master Deed, to which each Unit Owner shall be subject.

2. Common Elements. Each and every Unit Owner and their family members, invitees, agents, representatives, tenants and licensees shall have the right and easement to use the Common Elements, except for the Limited Common Elements, in common with all other Unit Owners as may be required for the purposes of access, ingress to, egress from, use, occupancy, enjoyment of the Unit owned by such Unit Owner and for such other purposes incidental thereto. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner and shall be subject to any lease, concession or easement affecting any part or all of said Common Elements, presently in existence or entered into by the Board or the Declarant in the future.

3. Limited Common Elements. Each Unit Owner shall have the sole and exclusive right and easement to the use, benefit, occupancy and enjoyment of the Limited Common Elements serving his Unit alone.

4. Units. Each Unit shall be used only for private, single-family residential purposes and purposes incidental and necessary thereto consistent with this Master Deed, and not otherwise. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) keeping his personal business or professional records

or accounts; or (ii) handling his personal business or professional calls or correspondence from his Unit. Such uses are expressly declared customarily incident to 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 Development Property by or on behalf of the Declarant for purposes of construction, development and sale of the Development Property and the Units located or to be located thereon.

5. Designated Parking Spaces. Designated Parking Spaces on the Development Property are numbered or otherwise identified on the Site Plan, attached as Exhibit B hereto, and have been or will assigned to and purchased in connection with certain Units. Each Unit Owner of a Designated Parking Space(s) shall have the sole and exclusive right and easement to the use, benefit and enjoyment of the Designated Parking Space(s). Designated Parking Spaces shall be used only for vehicle parking and purposes incidental and necessary thereto. Unit Owners shall have the sole and exclusive right and easement to the use, benefit and enjoyment of his Designated Parking Space. Designated Parking Spaces may be independently leased, sold, transferred or otherwise conveyed to another Unit Owner by written agreement subject to and bound by all of the terms, conditions, restrictions, rights and obligations of this Master Deed, By-Laws and the Rules and Regulations of the Association.

6. Other Parking Spaces. Parking spaces within the Development Property shall be part of the Common Elements and shall be used by Unit Owners and their family members, guests, tenants, invitees and licensees in such manner and subject to such Rules and Regulations as the Board may prescribe.

7. Personal Property. Articles of personal property belonging to any Unit Owner, such as bicycles, wagons, toys, furniture, clothing and other articles shall only be stored or kept in the Unit.

8. Unit Lease: No Unit, or interest therein, shall be leased by a Unit Owner except by a written lease and for a term of not less than one (1) year. No Unit Owner shall be permitted to lease more than one (1) Unit. 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, By-Laws and the Rules and Regulations of the Association, which shall be expressly provided in the lease. Failure to comply with the Master Deed and By-Laws shall be a default under such lease. No Unit Owner may lease less than the whole of a Unit, nor lease his Unit for transient or hotel purposes. A copy of all such leases shall be furnished to the Board. This restriction shall not be deemed to prohibit a Mortgagee who takes title to a Unit pursuant to the terms of its Mortgage or other security instrument from leasing a Unit for a limited period of time until the Mortgagee can find a buyer for the Unit.

9. Good Condition and Order. 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 or kept within his Unit or garage or in or upon the Common Elements, the Limited Common Elements which may increase the cost or cause the cancellation of insurance on other Units, the Common Elements or the Limited Common Elements.

10. Nuisances. No unlawful, noxious or offensive activities shall be carried on or in any Unit, garage, the Common Elements, the Limited Common Elements, or elsewhere on the Development Property, nor shall anything be done therein or thereon, which may be or may become a nuisance or which shall in the judgment of the Board cause unreasonable noise and disturbance to others.

11. Signs. Except for signs erected or provided by the Declarant or the Association, no sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed on or within the Development Property. Temporary signs, such as "For Sale" signs and the like, shall be permitted so long as: (a) the maximum surface area does not exceed four (4) square feet; (b) there are no more than two (2) signs per Unit; and (c) the approved sign is displayed from inside a Building through its windows.

12. Temporary and Incomplete Structures. No temporary or incomplete structure, including without limitation, trailers, tents, shacks, barns or other outbuildings may be used on or within the Development Property at any time temporarily or permanently as a residence. However, with the prior written consent of the Board, temporary structures may be erected for use in connection with the repair or rebuilding of a Unit, the Common Elements, or any portion thereof. Nothing in this Paragraph shall serve to prohibit the Declarant, its agents, representatives, successors or assigns from maintaining a temporary structure for the purposes of a sales and/or construction office during the development and construction of the Development Property.

13. Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles, vehicles not for immediate use or vehicles of any kind in disrepair may not be kept, parked, serviced or assembled in public view on the Development Property. "Serviced" for purposes of this Paragraph shall not be deemed to include the cleaning, washing or polishing of a vehicle; the changing of oil, lubricants, anti-freeze or other fluids; nor the replacing of air, oil or other filters used in the vehicle. No mobile home, bus, tractor/trailer rig, house trailer or truck over one-ton may be parked or stored on or within the Development Property or any street, except for vehicles and equipment necessary for and being used in the development, construction, repair or service of the Development Property.

14. Parking and Entertainment. No Unit Owner shall permit any vehicle owned by such Unit Owner or by any guest or invitee of such Unit Owner to remain parked in any Common Element Parking Spaces for a period of more than seventy-two (72) consecutive hours. Any vehicle so parked in violation of this covenant or in violation of any other Rules and Regulations now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Unit Owner(s) visited by or acquainted with the owner of such vehicle. Neither the Declarant, the Association nor the Board shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor be guilty of any criminal act by reason of such towing. Neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein shall include, without limitation, campers, water craft, trailers, golf carts, motorcycles, scooters, trucks, all-terrain vehicles, buses and automobiles.

15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on or within the Development Property; except that dogs, cats or other household pets may be kept, provided they are confined to the Units of their owners or the Common Elements and Limited Common Elements by leash or similar restraint. Such dogs, cats or other household pets shall not be kept, bred or maintained for any commercial purposes, and they shall not be kept in such numbers as to become a nuisance to others. Further, such dogs, cats or other household pets shall be kept in strict accordance with any Rules and Regulations relating to household pets from time to time may be adopted by the Association

16. Noise. No Unit Owner shall cause or allow any use of his Unit that results in noise which disturbs the peace and quiet of the Development Property. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Unit Owners, exterior music or public address systems and other noise sources which disturb other Unit Owners' ability to possess and enjoy their Unit peacefully.

17. Garbage Disposal. The Development 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 storage or disposal of such materials shall be kept inside the Unit or other designated area serving the Unit in question.

18. Clotheslines and Lighting. No clotheslines, clothes hanging devices or the like shall be permitted upon any Unit. Outside lights at eaves and door entrances, flood lights and spot lights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Units. Exterior flashing lights or spot/flood lights that shine on or into adjacent Units shall be prohibited. Walkway, driveway or landscape lighting, if permitted, shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restriction must be approved by Declarant during Development Period and thereafter the Board.

19. Antennae. No transmitting or receiving equipment (antennas, dishes, etc.) in excess of eighteen inches (18") in diameter (or such larger size as shall be expressly authorized by the regulations of the Federal Communications Commission) for radio, television or communications may be located on the exterior of any Unit or its Limited Common Elements without the approval of the Declarant during Development Period and thereafter the Board as to location and screening, if necessary.

20. Codes. Each Unit Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Unit. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Master Deed, the more restrictive provision shall apply.

21. Water; Sewer; Drainage. No Unit shall be occupied and used unless the same

shall be connected to and served with water and sewer from the water and sanitary sewer supply mains provided for the Development Property. Catch basins and drainage areas, if any, 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 installation of storm sewers/drains or other drainage systems.

22. Additional Prohibited Activities. The Declarant during the Development Period and thereafter the Board may from time to time reasonably prohibit certain activities within the Development Property and such prohibition shall be final and binding on all Unit Owners.

23. Declarant Use. During the Development Period, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to such access, ingress to and egress from the Units and the Development Property as may be required for purposes of construction and sale of Units. While the Declarant owns any Unit(s), the Declarant and its employees and agents may use and show any unsold or unoccupied Unit as a model Unit or as a construction or sales office.

24. Limitation on Use. The rights to use the Units, garages, Common Elements, Limited Common Elements, the Development Property or any portion thereof as provided for herein shall be subject to and governed by the provisions of the Act, this Master Deed, the By-Laws and the Rules and Regulations adopted and approved by the Board from time to time. In addition, the Association shall have the authority to grant concessions or grant easements with respect to parts of the Common Elements subject to the provisions of this Master Deed and By-Laws. All income derived by the Association from 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.

25. Binding Determination. In the event of any dispute or disagreement between any Unit Owners relating to the Development Property, the use, right to use or maintenance of any Limited Common Elements, or any other questions of interpretation or application of the provisions of this Master Deed or the By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners and Occupants.

ARTICLE X. RIGHTS AND OBLIGATIONS

1. General. Each grantee of a Unit, by the acceptance of a deed, conveyance or lease thereof, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and subject to the jurisdiction, rights and powers created or reserved by this Master Deed, the By-Laws and any Rules and Regulations promulgated thereunder, as may be amended from time to time. All present and future Unit Owners shall be subject to and shall comply with the provisions of this Master Deed, the By-Laws and all Rules and Regulations promulgated thereunder. All restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges hereby imposed: (a) shall be deemed and taken to be covenants running with the land; (b) shall bind any

Person having at any time any interest or estate in said land; and (c) 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, conveyance, contract or lease.

2. Mortgagee. The terms and conditions of this Master Deed, the By-Laws 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 Unit and any present or future Unit Owner who enters into such an agreement with a Mortgagee of his Unit. When so incorporated, any default in the terms and conditions of this Master Deed, the By-Laws and the Rules the and Regulations may be considered by the Mortgagee of a Unit as a default, whereupon said 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.

3. 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, including the Limited Common Elements attributable to a Unit, provided for by this Master Deed, shall be subject to:

a. The right of the Declarant and thereafter the Association, as provided herein, in the By-Laws or in the Rules and Regulations, to suspend the enjoyment right of any Unit Owner for any period during which any Imposition remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations.

b. The right of the Declarant and thereafter the Association to charge reasonable fees for the use of any part or parts of the Common Elements.

c. The right of the Declarant and thereafter 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 the Members of the Association entitled to cast THIRTY-FIVE percent (35%) of the total votes of the Association have agreed to such dedication, transfer, purpose, or condition.

d. The right of Declarant and thereafter the Association, 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 Units.

e. The right of the Declarant and thereafter 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 Units.

f. The right of the Declarant and thereafter the Association to subject the whole Development Property to such cross easements for ingress, egress, access and utilities as may be necessary or as may be required by the appropriate governmental agency or authority to serve the Development Property.

ARTICLE XI. MORTGAGEE RIGHTS AND PROTECTIONS

1. Actions Requiring Mortgagee Approval. Without the prior written consent of at least FIFTY-ONE percent (51%) of all recorded first Mortgagees of Units or beneficiaries thereunder of record (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, the Association shall not be entitled to:

a. By act or omission, seek to abandon or terminate the horizontal property regime established hereby or the restrictions declared herein.

b. Change the pro rata interest or obligations of any Unit for the purpose of levying Impositions, Common Expenses or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro rata share of ownership of each Unit in the Common Elements.

c. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or facilities; 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 Development Property shall not be deemed to transfer within the meaning of this clause.

d. Use hazard insurance proceeds for losses to any Common Element or facility for other than the repair, replacement or reconstruction of such Improvements, except as provided by statute.

2. Voting Rights. In addition to the required Votes of the Unit Owners necessary to approve a proposed amendment as set forth in this Master Deed, unless a higher percentage Vote is required elsewhere in this Master Deed or by the Act, written consent of at least FIFTY-ONE percent (51%) of all recorded first Mortgagees of Units or the beneficiaries thereunder of record (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, shall be required to approve any amendment to this Master Deed or the By-Laws which would materially affect or change:

a. Unit Owners' voting rights, percentage ownership interest in the Common Elements allocated to each Unit, rights to use Common Elements or the right to sell or transfer a Unit.

b. The method of assessment of Impositions / Common Expenses or the priority of the lien of the Association for unpaid Impositions / Common Expenses.

c. The requirement of a reserve fund for the repair or replacement of the Common Elements, and the allocation of responsibility for maintenance or repair of the Common Elements or Units.

d. The boundaries of a Unit or the method of determining when property will be reconstructed or repaired in the event of partial destruction or the conversion of a Unit to Common Elements or vice versa.

e. Any provision of this Master Deed which expressly benefits any Mortgagee, insurer or guarantor.

3. Records Examination. Mortgagees 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 and Regulations concerning the Development Property at reasonable times and upon reasonable notice.

4. Insurance Policy. Mortgagees 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.

5. Condemnation and Casualty Loss. Mortgagees 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 Unit securing the Mortgagee's Mortgage, and no Unit Owner or any other party shall have priority over any rights of Mortgagees 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.

6. Mortgagee Consent. Mortgagees shall also have the right, upon written request, to receive written notice from the Association of any proposed action that requires the consent of a specified percentage of Mortgagees.

7. Mortgagor Default. Mortgagees, upon written request, shall be notified by the Association in writing of any default by the mortgagor of a Unit in the performance of such mortgagor's obligations under the Development Property documents which is not cured within SIXTY (60) days from the date of such default.

8. Unit Disposition. Any Mortgagee who obtains title to a Unit pursuant to 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 Unit free of any claims for unpaid Common Expenses and charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit. Specifically, and without limitation upon the provisions of this Paragraph, this Master Deed, the By-Laws or any other constituent documents of the Development Property shall not impair the rights of any Mortgagee to: (a) foreclose or take title to a Unit pursuant to remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell a Unit acquired by the Mortgagee.

9. Pre-Mortgage Liens. As set forth in Tennessee Code Annotated, Section 66-27-120, all taxes, Common Expenses 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 Development Property as a whole.

10. Professional Management Agreement. Any agreement for professional management of the Development Property, whether by the Declarant, the Association, its successors and assigns or any other person or entity, may be terminated without cause 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 TWO (2) years.

11. Reserve Fund. Annual Assessments shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements, if any, that must be replaced on a periodic basis and shall be payable in regular installments rather than by Special Assessments.

12. General Notice. Mortgagees shall request notice of the matters set forth herein by making written request to the Association upon becoming a Mortgagee hereunder and requesting that the name and address of such Mortgagee and the Unit so encumbered be identified by the Association's records to be established and maintained pursuant to the By-Laws. Any notice requesting approval of any Mortgagee as required herein shall advise said Mortgagee that failure to respond within SIXTY (60) days of said notice shall be deemed to be approval by said Mortgagee of matters for which approval is being sought.

ARTICLE XII. REMEDIES AND ENFORCEMENT

1. General. In the event of any violation of the provisions of the Act, this Master Deed, the By-Laws or the Rules and Regulations of the Association by any Unit Owner by his own conduct or by the conduct of any family member, invitee, agent, representative, tenant or licensee, the Association, its successors or assigns, any Unit Owner aggrieved thereby, and the Declarant shall have each and all of the rights and remedies which may be provided for in this Master Deed, the By-Laws, Rules and Regulations and any right that may be available at law or in equity. The Association, its successors or assigns, and the Declarant may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for the enforcement of any right or remedy; the enforcement of any lien; for damages, injunction or specific performance; for judgment for payment of money and collection thereof; for any combination of remedies; or for any other relief available and appropriate.

2. Violation and Non-compliance Fines. In the event of any violation of the provisions of the Act, this Master Deed, the By-Laws or the Rules and Regulations of the Association by any Unit Owner or any family member, invitee, agent, representative, tenant or licensee of his Unit, the Declarant during the Development Period and thereafter the Board or an authorized agent thereof shall give written notice to the Owner of such non-

compliance and the basis therefor. If the violation or non-compliance is not brought into compliance or a satisfactory resolution is presented in writing by the Unit Owner and accepted by the Declarant during the Development Period and thereafter the Board within TEN (10) business days of the delivery of this written notice, then the Declarant during the Development Period and thereafter the Board shall be authorized: (a) to assess reasonable fines related to the violation and/or non-compliance; and/or (b) to make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense. In the event of multiple or continuing violations, fines may be assessed against the Unit Owner without further notice or opportunity to cure, and the Board may make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense.

3. Enforcement Costs. All expenses of the Association and the Declarant in connection with any such actions or proceedings, including court costs and reasonable 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 on the Unit, the Limited Common Elements appurtenant thereto, and the percentage of ownership interest in the Common Elements. Such lien shall be subordinate to the lien of a recorded first Mortgage or deed of trust on the Unit to the extent set forth herein.

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

ARTICLE XIII. AMENDMENTS

1. Members. Except as otherwise provided herein, the provisions of this Master Deed may be changed, modified or amended by Supplemental Instrument or other written and properly recorded instrument setting forth such change, modification or amendment, upon the affirmative Vote of not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in this Master Deed. However, any such change, modification or amendment that 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. Unless a higher percentage is required by law, revocation of this Master Deed or the self-management of the Association shall require the affirmative Vote of not less than SIXTY-SEVEN PERCENT (67%) of the all the Members of the Association entitled to Vote at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present. Any such change, modification, amendment or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's office for

DAVIDSON COUNTY, Tennessee.

2. Declarant. The Declarant hereby reserves and shall have the right, power, privilege and authority, in its sole discretion, to 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 Unit, any Mortgagee or beneficiary of any mortgage or deed of trust on any Unit or any other Person. Such right, power, privilege and authority of Declarant shall expire TWO (2) years after the termination of th Development Period. Declarant shall be in no way obligated to amend this Master Deed or any Exhibit hereto pursuant to this Paragraph.

3. Discrimination. No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units, unless the Unit Owner(s) so affected shall consent. No amendment shall change the voting rights provided herein unless the Unit Owner(s) so affected shall consent.

4. 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.

ARTICLE XIV. INSURANCE AND RECONSTRUCTION

1. Common Elements and Limited Common Elements. The Board shall have the authority to and shall obtain insurance for the Common Elements and Limited Common Elements (exclusive of the Units) 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 Limited 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, Limited 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 and for the holders of Mortgages on each Unit, if any, and shall include a standard mortgage clause or equivalent endorsement. 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 policy shall provide that it may not be canceled or substantially modified without at least THIRTY (30) days written notice to the Association, and the premiums for such insurance shall be a Common Expense.

2. Units and Altered Limited Common Elements. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE FOR THAT UNIT OWNER'S UNIT AND THE ALTERED, MODIFIED OR IMPROVED LIMITED COMMON ELEMENTS that are

inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved exclusively to such Unit Owner 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 Unit and the altered, modified or improved, if any, Limited Common Elements appurtenant thereto and any personal property of the Unit Owner stored elsewhere on the Development 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 Unit and the Limited Common Elements appurtenant thereto. SUCH INSURANCE SHALL NOT BE THE RESPONSIBILITY OF THE ASSOCIATION and by acceptance of a deed to a Unit, each Unit Owner acknowledges that such insurance is and shall be the sole responsibility of said Unit Owner.

3. Damage Removal and Reconstruction. Except as otherwise provided in the preceding two paragraphs, in the event of damage to or destruction of any Common Elements and Limited Common Elements, as a result of fire or other casualty covered by insurance proceeds, the Board shall promptly cause debris to be cleared and leave the same in a neat and orderly condition. The Board shall, in its sole and absolute discretion without intervention of any Unit Owner, determine and arrange for prompt repair, restoration and reconstruction of the damaged portion of such Common Elements and Limited Common Elements in substantial accordance with the original plans and specifications therefore. Any change or alteration must be approved by the Board. 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 as determined by the Board in its sole and absolute discretion. The Board shall not be responsible for the repair, replacement or restoration of any Unit, its decorations, improvements and personal property of the Unit Owner stored in the Unit, Storage Unit (if applicable) or elsewhere on the Development Property.

4. Non-Compulsory Reconstruction. Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of any single Building ("Single Building Casualty") or where the whole or more than two-thirds (2/3) of all of the Units and the Buildings comprising the horizontal property regime created hereby ("Multiple Building Casualty") are destroyed or damaged by fire or other casualty as determined by the Board.

a. In the event of Single Building Casualty 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 Units 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: (a) the costs of removing debris and returning the site to a condition compatible with the overall appearance of the Development Property, including without limitation, landscaping, and (b) the just amount of any unpaid liens on any Unit in the order of priority of such liens. Provided, however, 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 Unit to the Board, as trustee for the remaining Unit Owners, and also delivers to the Board a recordable release of any liens on his Unit.

b. In the event of Multiple Building Casualty 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 the Unit Owners and the Mortgagees of the Units 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 Unit in the order of priority of such liens. As soon as is reasonably practicable thereafter, the Board as agent for the Unit Owners shall sell, on terms satisfactory to the Board, the Development Property in its then condition and free from the affect of this Master Deed, which shall terminate upon such sale. 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 a recordable deed quitclaiming his interest in his Unit to the Board, as trustee for accomplishing the sale, and also delivers to the Board a recordable release of any liens on his Unit.

c. If the Board fails to consummate a sale pursuant to the preceding two (2) Paragraphs within TWENTY-FOUR (24) months after the damage or destruction occurs, and the destroyed Units 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 Development Property provided for in this Master Deed has terminated and that judicial partition of the Development 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.

d. Notwithstanding the foregoing, if permitted by law, the Board shall have the discretion to elect to reconstruct a single Building or Buildings even though two-thirds (2/3) or more of the Units in such Building or Buildings have been damaged, if the Board determines that the damaged Building(s) are so integral to the overall Development Property as to require that same be reconstructed.

5. Unit Withdrawal; Percentage Interest and Common Expense Reallocation. Upon recording of the deeds and releases referred to in this Article as same relate to each such damaged or destroyed Unit, said Unit shall be deemed withdrawn and shall be thereafter deemed to be Common Elements. Upon the withdrawal of any Unit, the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be reallocated upon the remaining Units on the basis of the percentage interest of each remaining Unit and the Common Expense allocation shall be concomitantly reallocated. After the Board

has affected any such withdrawal, the responsibility for the payment of future Impositions and Common Expenses for any such withdrawn Unit shall cease.

6. Notice to Lenders. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements or Limited Common Elements, all Mortgagees holding any interest in such substantially damaged or destroyed Unit(s), Common Elements or Limited Common Elements will be entitled to timely written notice of any such damage or destruction, which the Board shall use reasonable efforts to provide.

7. Comprehensive Public Liability Insurance. The Board shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, 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 to insure the Association, its Members, officers, directors, employees and Managing Agent, if any, from liability in connection with the Common Elements and the Limited Common Elements as well as the rights, duties and responsibilities of the Association under this Master Deed, the By-Laws 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. The premiums for such insurance shall be a Common Expense.

8. Fidelity Insurance. The Board shall also obtain fidelity coverage for officers, directors and employees who handle or are responsible for handling Association funds. Such coverage policy shall be in such amounts as the Board in its best business judgment may determine, but in no event less than THREE (3) months aggregate Common Expenses on all Units, including reserve funds. Such coverage policy 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. The premiums for such insurance shall be a Common Expense.

9. Other Insurance. 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 to insure the Common Elements, each member of the Board and officer of the Association, each member of any committee appointed pursuant to the By-Laws 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 Development Property, for which the Association is responsible, such liability or other insurance, including workmen's compensation, as it deems reasonably necessary or desirable given the nature, circumstances and amount of the work being performed. The premiums for such insurance shall be a Common Expense; however, premiums for such insurance shall be separately billed equally to Unit Owners.

10. Representative. All insurance obtained by the Board shall provide that the Association may name as an insured an authorized representative, who shall act on behalf of the Association and who shall have the 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.

11. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board 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.

ARTICLE XV. CONDEMNATION

1. Common Elements and Limited Common Elements. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements or Limited 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 and Limited Common Elements, the Board shall arrange for the repair and restoration of such Common Elements and Limited 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 and Limited 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 thereby. 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.

2. Units. If a Unit or Units are acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner(s) 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 Unit or Units' percentage of ownership interest in the Common Elements and its Common Expense allocation shall be automatically reallocated by the Association to the remaining Units in proportion to their respective percentage interests before the taking. Any remnant of a Unit remaining shall thereafter be a Common Element.

ARTICLE XVI. GENERAL PROVISIONS

1. Trustee as Unit Owner. If title to any Unit is conveyed to a land title-holding trust, under the terms of which all power of management, operation and control of the Unit remain vested in the trust beneficiary(ies), then the beneficiary(ies) thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all Impositions, Common Expenses, obligations, liens or indebtedness as well as for the performance of all agreements, covenants and undertakings chargeable or created under this Master Deed 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, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

2. Books and Records. The books and records of the Association shall be subject to inspection by any Member during reasonable business hours and upon TEN (10) days prior written notice. The Charter, the By-Laws of the Association and this Master Deed shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

3. 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: TOUCHSTONE BUILDERS, INC., 6121 NOLENSVILLE ROAD, NASHVILLE, TN 37211 or at such other address as may be provided from time to time. 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 Unit shall be given a copy of all notices permitted or required by this Master Deed to be given to the Unit Owner(s) to which such Mortgage or trust deed is subject.

4. 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.

5. Severability. Invalidation of any provision of this Master Deed by judgment or court order shall not affect any other provision not expressly held to be void or the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

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

7. Exoneration of Declarant. Each Unit Owner or any other party having an interest in any portion of the Development Property expressly agree that no duty or obligation is imposed upon the Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that the Declarant has failed to enforce same.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Declarant has caused this Master Deed to be duly executed this the 15th day of August, 20 06.

TOUCHSTONE BUILDERS, INC.

By: _____
Douglas Schenkel

Its: President

STATE OF Tennessee)
)
COUNTY OF Davidson)

Before me, Erin B. Kershaw, a Notary Public in and for the County and State aforesaid, personally appeared DOUGLAS SCHENKEL, 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 PRESIDENT of TOUCHSTONE BUILDERS, INC., (the "Corporation"), the within named bargainor, a Tennessee corporation, and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as PRESIDENT.

Witness my hand and seal at office in Davidson County, Tennessee, this 15th day of August, 20 06.

_____
Notary Public

My Commission Expires: 09 / 09 / 09

ERIN B. KERSHAW
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT A

A CERTAIN TRACT OR PARCEL OF LAND IN Davidson County, State of Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being a strip of ground 1 foot in width and 134 feet in length off the extreme east side of lot number 102 on the Revised Map of West End Park, as of record on Book 421, pages 82 and 83, Register's Office for Davidson County, Tennessee.

Also conveyed is all of lot number 101 on the said Revised Map of West End Park, as of record in Book 421, pages 82 and 83, said Register's Office to which plan reference is hereby made.

BEING the same property conveyed to Joseph H. Huber and wife, Geneva Huber by deed of record in Book 4083, page 426, said Register's Office.

Exhibit B

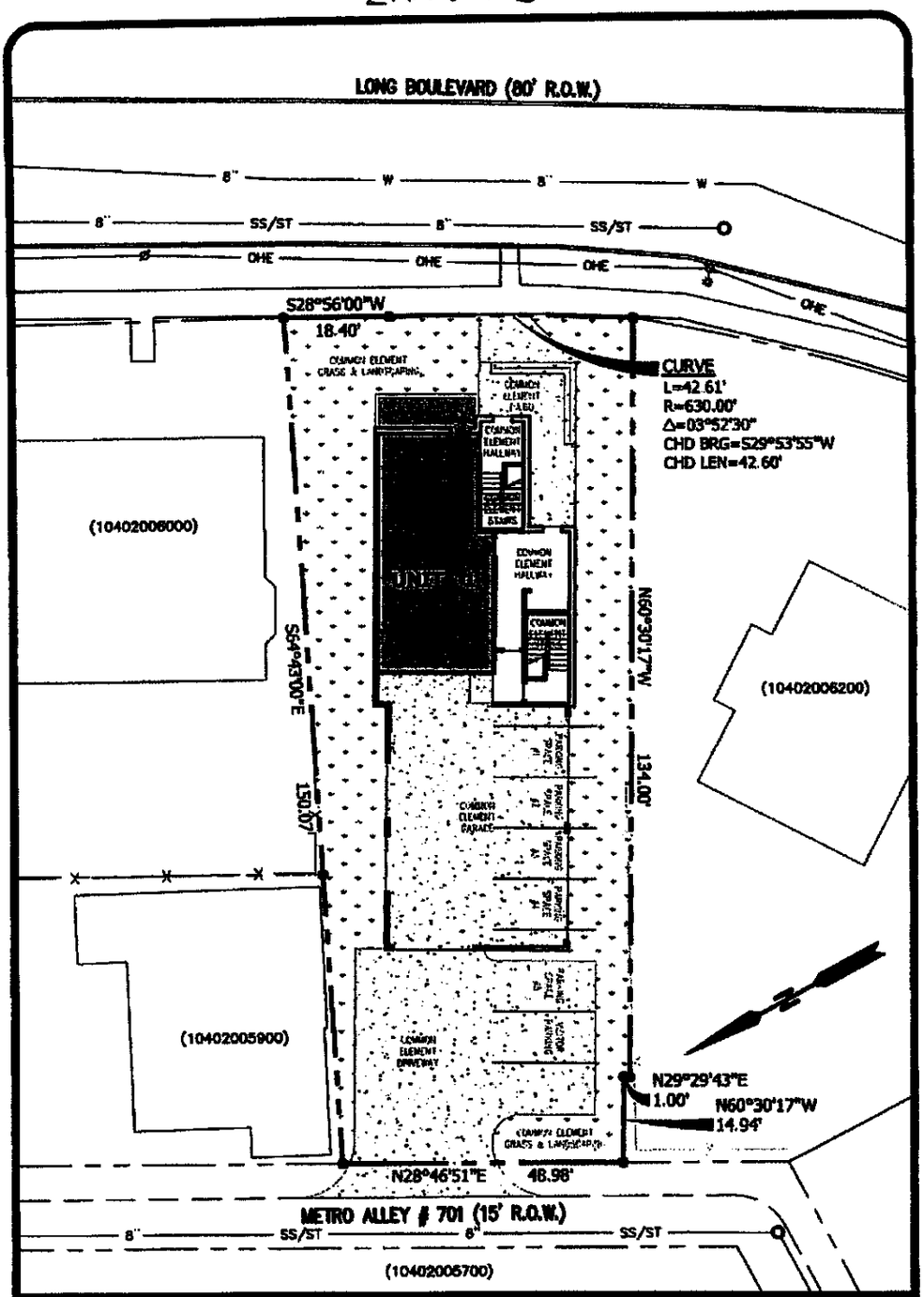


EXHIBIT "B" - GROUND FLOOR

3204 LONG BOULEVARD

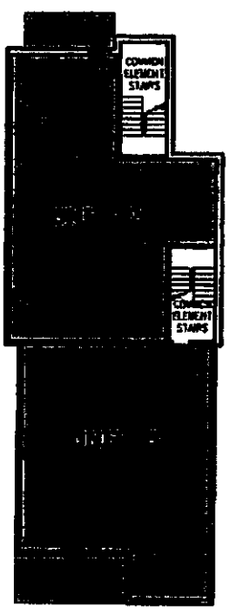
21st COUNCILMATIC DISTRICT - NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DATE: JULY 18, 2006

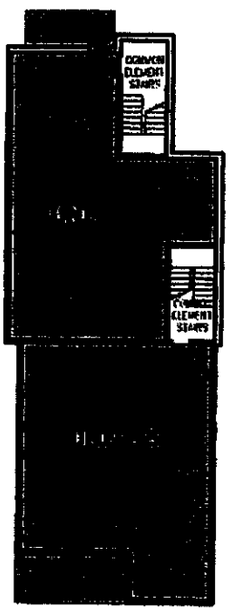
20' 0' 20' 40'

SCALE IN FEET

Wamble & Associates, PLLC
40 Middleton St. Nashville, Tennessee 37210
Telephone (615)251-9555 Fax (615)251-9034
Civil Engineering - Land Surveying



2nd FLOOR



3rd FLOOR

EXHIBIT "B" - 2nd & 3rd FLOOR

3204 LONG BOULEVARD

21st COUNCILMATIC DISTRICT - NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DATE: JULY 18, 2006

20' 0' 20' 40'

SCALE IN FEET

Wamble & Associates, PLLC
40 Middleton St. Nashville, Tennessee 37210
Telephone (615)251-9555 Fax (615)251-9034
Civil Engineering · Land Surveying

EXHIBIT C

Percentage of Common Elements:

The percentage of ownership interest of each Unit in the Common Elements is as listed below. In the event, the number and or types of Units are increased or decreased by amendment to the Master Deed, the percentages listed herein may also change.

UNIT IDENTIFICATION	COMMON ELEMENT OWNERSHIP ALLOCATION	COMMON EXPENSE ALLOCATION
Unit 1	1/5	1/5
Unit 2	1/5	1/5
Unit 3	1/5	1/5
Unit 4	1/5	1/5
Unit 5	1/5	1/5

EXHIBIT D

BY-LAWS OF D5 LOFTS OWNERS' ASSOCIATION, INC.

ARTICLE I. DEFINITIONS

The words defined in the Master Deed for D5 LOFTS of Record at Instrument No. _____, Register's Office for DAVIDSON COUNTY, Tennessee, shall have the same meaning in these corporate By-Laws.

ARTICLE II. NAME AND OFFICES

1. Name. The name of the corporation shall be D5 OWNERS' ASSOCIATION, INC.

2. Registered Office. The registered office of the corporation is TOUCHSTONE BUILDERS, INC., 6121 NOLENSVILLE ROAD, NASHVILLE, TENNESSEE 37211, as may be relocated by the Board of Directors from time to time. The name of the registered agent of the corporation is DOUGLAS SCHENKEL, who may be located at the registered office.

3. Other Offices. The corporation may also have offices at such other places both within and outside the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE III. MEMBERS AND MEMBERSHIP PRIVILEGES

1. Eligibility and Membership. The Members of the Association shall consist of the Unit Owners of the horizontal property regime known as D5 LOFTS located in DAVIDSON COUNTY, Tennessee, which has been submitted and is subject to the Horizontal Property Act of the State of Tennessee. 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. No Member shall be required to pay any consideration whatsoever solely for membership in the corporation.

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

ARTICLE IV. MEETINGS OF MEMBERS

1. Place and Time of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board within 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.

2. Annual Meetings: Development Period. During the Development Period, meetings of the Association shall only take place upon the call of the Declarant. At any such meeting, the Declarant may, but shall not be required to, submit to a Vote of the Unit Owners any matter that properly may come before a meeting of the Association. During the Development Period, the Declarant shall determine in its sole discretion all matters that may properly come before the Board or the Association.

3. Annual Meetings: Post Development Period. The first regular annual meeting of Unit Owners (the "First Annual Meeting") shall be held not more than ninety (90) 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 THIRTY (30) days of the anniversary of the First Annual 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 by the Board to all Unit Owners at least TEN (10) days prior to the date of such meeting.

4. Special Meeting. Following the Development Period, special meetings of the Members, for any purpose or purposes, may be called by the President, a majority of the Board of Directors or by Members having not less than thirty-five percent (35%) of the total number of Votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting.

5. Notice. Written or printed notice, by or at the direction of the president, the secretary or the officer or Person authorized to call the meeting, shall be delivered, either personally or by mail, not less than FIFTEEN (15) nor more than SIXTY (60) days before the date of the meeting to each Member of the corporation entitled to vote at such meeting at the addresses given to the Board by the 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. Said notice shall state the place, day and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called.

6. Quorum. The presence in person or by proxy of more than THIRTY-FIVE percent (35%) of the Votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to vote in person or represented by proxy present at a meeting fail to satisfy a quorum, the Members present shall have the power to adjourn the meeting, without notice, until a quorum shall be present or represented.

7. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the Vote of the holders of more than fifty percent (50%) of the total number of Member Votes present, in person or by proxy, and entitled to be cast shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Master Deed, the Charter of the corporation or these By-Laws, a different

Vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

8. Method of Voting; Proxies. Each Member shall be entitled to a Vote as provided in the Master Deed. No Member, other than the Developer, shall be entitled to vote at any meeting of the corporation until such Member has presented to the Board sufficient evidence of ownership interest in a Unit(s) of the Development Property entitling the Member to voting rights as provided in the Master Deed. The Vote(s) of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative. No proxy shall be valid for more than one meeting and shall bear the signature of the Member making the proxy, the date of the meeting to which the proxy relates and the name of the authorized representative to vote on behalf of the Member. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to any property ownership interest in a Unit(s) of the Development Property entitling the Member to voting rights as provided in the Master Deed is in the name of two or more Persons or entities as co-owners, all such Persons or entities shall be Members of the corporation and are referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member voting rights as provided in the Master Deed at any meeting of the Members of the corporation, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote(s) are to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized and such Vote shall not be counted.

9. Common Expense / Imposition Default: No Unit Owner who is in default in the payment of any Common Expense or other Imposition 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 any Common Expense or other Imposition to the Board, or its agent, within fifteen (15) days after the due date thereof. A Unit Owner may protest the amount of a Common Expense or other Imposition, but it still must be paid during the pendency of his protest to the Board or its agent.

10. Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

ARTICLE V. DIRECTORS

1. Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Master Deed, the Charter or these By-Laws directed or required to be exercised or done by the Members.

2. Development Period. During the Development Period, the Board of directors

shall be the Declarant or shall be composed of such number of Persons not to exceed THREE (3) as Declarant from time to time shall determine. The members of such Board of Directors shall be appointed by the Declarant from time to time, shall serve for such terms as directed by Declarant and shall be subject to removal by the Declarant; provided, however, no such director's term shall extend beyond the date of the First Annual Meeting.

3. Number; Qualifications; Election; Term. Following the Development Period, the Board of Directors shall consist of THREE (3) Directors, each of whom shall be a Member of the Association or the Declarant, its subsidiaries, affiliates or authorized representatives. The Board shall consist of ONE (1) Chief Director and TWO (2) Associate Directors. The Members of the initial Board of Directors shall be elected at the First Annual Meeting and shall serve terms of two (2) years; however, the first term of the initial Chief Director shall be a term of three (3) years. Each Director elected by the Members to replace a Director upon the expiration of his term of office shall serve for a term of office ending with the second annual meeting of the Members following his election or until his successor shall be elected and shall qualify. Directors shall serve without compensation.

4. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause at any meeting or special meeting of the Members by the affirmative Vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office, a successor or successors may be chosen at a meeting or special meeting of the Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of the Members or at a special meeting of the Members called for that purpose.

5. Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special, within DAVIDSON COUNTY, Tennessee or such other location as may be selected by unanimous consent of the Directors then elected and serving.

6. Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members at the same place unless such time or place shall be changed by unanimous consent of the Directors then elected and serving.

7. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

8. Special Meetings. Special meetings of the Board of Directors may be called by the president, secretary or a majority of the Directors upon three (3) days written notice to each Director, either personally, by mail, by facsimile or by other electronic transmittal. Except as may be otherwise expressly provided by statute, the Act, the Charter, the Master

Deed or these By-Laws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice.

9. Quorum. At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

10. Committees Having Board Authority. The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate an Architectural Review Committee, a Nominating Committee for members of the Board of Directors and such other committees as deemed necessary that shall consist of one (1) or more of the Directors. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute, the Act or the Charter.

11. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

12. Procedure. All committees shall keep regular minutes of their proceedings and shall report same to the Board when required or requested.

13. Managing Agents. The Board of Directors may employ a Management Agent or entity for the corporation at a compensation established by the Board of Directors. Such Management Agent shall perform such duties and services with respect to D5 LOFTS, as the Board of Directors shall authorize. The Board of Directors may delegate to such Management Agent such duties with respect to management, repair and maintenance of D5 LOFTS which are not by statute, the Act, the Master Deed, the Charter or these corporate By-Laws required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE VI. POWERS AND DUTIES

1. 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 Development Property.

c. To engage the services of a Managing Agent to maintain, repair, replace,

administer and operate the Development 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 administration, management and operation of the Development Property and Common Elements and Limited Common Elements.

e. To enforce the Master Deed and to adopt and enforce Rules and Regulations with written notice thereof to all Unit Owners that govern the administration, management, operation and use of the Development Property and Common Elements, including the Limited Common Elements and to amend such Rules and Regulations from time to time.

f. To assess fines, fees and/or similar penalties against Unit Owners for violations of the Act, the Master Deed, these By-Laws or the Rules and Regulations of the Association; and to make necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense.

g. To provide for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, and to make payments therefor, and to approve payment vouchers or to delegate such approval to the officers, Managing Agent or other authorized agent.

h. 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 Development Property and the Common Elements, including the Limited 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).

i. To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives that are not duties of the Board.

j. To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems necessary or appropriate.

k. 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.

l. To borrow money for the purpose of repair or restoration of Common Elements, including any Limited 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 unless some other percentage Vote by the Members is required by the Act or the Mater Deed.

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

2. 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.

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

ARTICLE VII. OFFICERS

1. Number; Titles. The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary, and a treasurer. The president shall also be the Chief Director. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

2. Election. The Board of Directors at its first meeting after each annual meeting of Members shall choose a president, a secretary, a treasurer and such additional officers as the Board shall see fit to elect, all of whom shall be members of the Board.

3. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms, exercise such powers and perform such duties as shall be determined from time to time by the Board.

4. Salaries. Officers shall serve without compensation.

5. Term of Office; Removal. Each officer of the corporation shall hold his office until the annual meeting of the Board of Directors next following his election until a successor is chosen and qualified in his stead or until death, resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

6. President. The president shall be the chief executive officer of the corporation and shall serve as the Chief Director. The president shall preside at all meetings of the

Members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect and shall perform such other duties as the Board of Directors shall prescribe.

7. Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the Members, shall record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or president. If the secretary is not able to perform any duty as herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the Secretary resumes these duties.

8. Treasurer. The treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. At the regular meetings of the Board or whenever they may require it, the treasurer shall render to the president and Directors an account of all transactions of the treasurer and of the financial condition of the corporation. The treasurer shall perform such other duties as the Board of Directors may prescribe; and if required by the Board of Directors, the treasurer shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of said office and for the restoration to the corporation of all books, papers, vouchers, money and other property of any kind whatsoever belonging to the corporation in the treasurer's possession or under his control in case of death, resignation, retirement or removal from office.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. Reserves. The Board shall provide for such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of the Development Property, or for such other purposes as the Directors shall think beneficial to the corporation.

2. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

3. Fiscal Year. The fiscal year of the corporation shall be fixed by the Board.

4. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced for such use.

5. Mortgages and 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 or mortgage with the Board; and the Board shall maintain such information in a book entitled "Mortgages of Units".

6. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a Mortgagee of a Unit, shall promptly report any then unpaid Impositions, charges therefrom or any other default by the owner of the mortgaged Unit. When giving notice to a Unit Owner of a default in paying Impositions or other default, the Board shall send a copy of such notice to each holder of a Mortgage covering such Unit whose name and address is contained in the book entitled "Mortgages of Units".

7. Indemnification. The corporation shall indemnify any current or former Director, officer, or employee of the corporation against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under By-Law, agreement, Vote of Members or otherwise.

8. Inconsistencies. In the event, these By-Laws shall be inconsistent with the Master Deed, then the Master Deed shall be controlling.

9. Amendment of By-Laws. These By-Laws may not be altered, amended or repealed except by the affirmative Vote of not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in the Act or the Master Deed. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Any such 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. However, these By-Laws may not be amended by the Unit Owners during the Development Period without the express written approval of the Declarant. Except as provided in the Master Deed, no amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owner(s) so affected shall consent.

10. Headings. The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

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CERTIFICATION

I hereby certify that the foregoing By-Laws were adopted by the Incorporator of D5 OWNERS' ASSOCIATION, INC. on this the 15th day of August, 2006.

Incorporator

RECEIVED
STATE OF TENNESSEE
2006 AUG 15 PM 3:21
FILED
RILEY DARNELL
SECRETARY OF STATE

EXHIBIT E

ARTICLES OF INCORPORATION OF D5 LOFTS OWNERS' ASSOCIATION, INC.

5844-2222

In compliance with the requirements of the Tennessee Nonprofit Corporation Act (the "Act"), the undersigned, having the capacity to contract and acting as the incorporator of a non-profit property owners association under the Act, adopts the following Charter for such association:

ARTICLE I. NAME

The name of the corporation is D5 LOFTS OWNERS' ASSOCIATION, INC., hereunder called the "Corporation".

ARTICLE II. MUTUAL BENEFIT CORPORATION

The Corporation is a mutual benefit corporation.

ARTICLE III. INITIAL REGISTERED OFFICE

The street address, county and zip code of the Corporation's initial registered office, and the name of its initial registered agent at that office is TOUCHSTONE BUILDERS, INC., 6121 NOLENSVILLE ROAD, NASHVILLE, TENNESSEE 37211; DOUGLAS SCHENKEL.

ARTICLE IV. INCORPORATOR

The name and address and zip code of each incorporator is DOUGLAS SCHENKEL, 6121 NOLENSVILLE ROAD, NASHVILLE, TENNESSEE 37211.

ARTICLE V. PRINCIPAL OFFICE

The street address and zip code of the principal office of the Corporation is 6121 NOLENSVILLE ROAD, NASHVILLE, TENNESSEE 37211.

ARTICLE VI. NOT FOR PROFIT CORPORATION

The Corporation is not for profit.

ARTICLE VII. PURPOSE AND POWERS OF THE CORPORATION

This Corporation does not contemplate pecuniary gain or profit to the members thereof. The purpose for which the Corporation is organized is to maintain the common facilities of the D5 LOFTS development in DAVIDSON COUNTY, Tennessee and perform

all duties and functions of the Corporation, as described in that certain Master Deed recorded at Instrument No. _____ in the Register's Office for DAVIDSON COUNTY, Tennessee, hereinafter called the "Master Deed" and any additions and amendments thereto as may hereafter be brought within the jurisdiction of the Corporation, and for this purpose to:

1. Exercise all of the powers, rights and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Master Deed, as the same may be amended from time to time as therein provided;

2. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Master Deed; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

3. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

4. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise; and

6. Except for those amendments which the Tennessee Non-Profit Corporation Act expressly permits to be made by the Directors of the Corporation, any amendment to these Articles of Incorporation of the Corporation to be adopted must be approved by not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Corporation or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in the Act or in the Master Deed.

ARTICLE VIII - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject to assessment by the Corporation, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Corporation.

ARTICLE IX - BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors. The

5844-2223

number of directors and the method of electing the same shall be provided in the By-Laws of the Corporation.

As provided in Tennessee Code Annotated Section 48-58-501 *et seq.*, all directors and officers of the Corporation shall be immune from suit and no present or former director or officer of the Corporation shall have any personal liability to the Corporation or its members for monetary damages arising from the conduct of the affairs of the Corporation, except when such conduct amounts to willful, wanton or gross negligence. The Corporation shall indemnify all current and former directors and officers of the Corporation to the maximum extent allowed by law, including without limitation advancing expenses pursuant to Tennessee Code Annotated Section 48-58-504, for any and all claims brought against such persons in connection with their actions or inactions in their official capacity as directors and officers of the Corporation.

5844.2224

ARTICLE X - DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by not less than SIXTY-SEVEN PERCENT (67%) of the all the Members of the Association entitled to Vote at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be distributed to the members.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Tennessee, the undersigned, constituting the incorporator of this Corporation, has executed these Articles of Incorporation this 15th day of August, 2006.

Incorporator

5844.2225

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

DATE: 08/15/06
REQUEST NUMBER: 5844-2222
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 08/15/06 1521
EFFECTIVE DATE/TIME: 08/15/06 1521
CONTROL NUMBER: 0527372

TO:
TUNE ENTREKIN & WHITE, P.C.
S-1700 AMSOUTH CTR.
315 DEADERICK ST.
NASHVILLE, TN 37238-0091

Davidson County CHARTER
Recvd: 08/15/06 15:52 5 pgs
Fees:7.00 Taxes:0.00
[redacted]
20060815-0100581

RE:
D5 LOFTS OWNERS' ASSOCIATION, INC.
CHARTER - NONPROFIT

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

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

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

FOR: CHARTER - NONPROFIT ON DATE: 08/15/06

FROM:
TUNE ENTREKIN & WHITE (315 DEADERICK ST)
315 DEADERICK ST
2100 1ST AMER. CTR.
NASHVILLE, TN 37238-0000

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

RECEIPT NUMBER: 00004013966
ACCOUNT NUMBER: 00002808

SS-4458

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

EXHIBIT F

TUNE, ENTREKIN & WHITE, P.C.

ATTORNEYS AT LAW

THOMAS V. WHITE
JOHN W. NELLEY, JR.
THOMAS C. SCOTT
PETER J. STRIANSE
HUGH W. ENTREKIN
BEN H. CANTRELL *
JOHN P. WILLIAMS *
LESA HARTLEY SKONEY
JOSEPH P. RUSNAK
TODD E. PANTHER
SHAWN R. HENRY
T. CHAD WHITE

AmSOUTH CENTER
SUITE 1700
315 DEADERICK STREET
NASHVILLE, TENNESSEE 37238

TEL (615) 244-2770 FAX (615) 244-2778

JOHN C. TUNE
1931-1983

ERVIN M. ENTREKIN
1927-1990

Of Counsel
JOHN D. FITZGERALD, JR.
Rule 31 Listed General Civil Mediator

DOUGLAS SCHENKEL
Touchstone Developers, Inc.
6121 Nolensville Road
Nashville, TN 37211

RE: Attorney Opinion Related To D5 LOFTS Development

Dear Mr. Schenkel:

It is our opinion that all legal documents required by the Horizontal Property Act as codified at Tennessee Code Annotated § 66-37-101, *et seq.* (the "Act") for the creation of a horizontal property regime have been prepared in connection with the above-referenced development and substantially comply with said provisions of the Act. As such, a horizontal property regime has been created under the Act.

Sincerely,

TUNE, ENTREKIN & WHITE, P.C.

By: _____
T. Chad White