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MASTER DEED
OF
BEDFORD COMMONS II CONDOMINIUMS
(WITH COVENANTS, CONDITIONS AND RESTRICTIONS)

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

WITNESSETH:

THAT WHEREAS, the Declarant is the record owner and holder of the legal title of a tract or parcel of real property located in Davidson County, Tennessee, and more particularly described on Exhibit "A" attached and made a part hereto (hereinafter referred hereto as the "Land"); and,

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

WHEREAS, the Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners and/or occupants of the Property or any part thereof, certain easements and mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, for and in consideration of the premises contained herein, the Declarant declares as follows for itself and its successors and assigns:

ARTICLE I
DEFINITIONS

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

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

(b) "Association" means Bedford Commons II Condominium Association, Inc., a Tennessee not-for-profit corporation.

(c) "Condominium Documents" means collectively, this Master Deed, the Bylaws, and the Articles of Incorporation for the Association, as the same may be amended from time to time.

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

(e) "Building" means the building now or hereafter located on the Land and forming a part of the Property and containing the Units. The Building is delineated on the Plat.

(f) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit B, as amended from time to time in accordance with the provisions set forth therein and this Master Deed. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the property shall be deemed to part of the Bylaws.

(g) "Common Elements" and "General Common Elements" are synonymous as used herein shall mean and compromise all of the Property except the Units, and shall include, but not be limited to, the following:

(1) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements, except for pipes, HVAC ducts, electrical wiring, and conduits situated entirely within a Unit and serving only such Unit; and

(2) Easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and

(3) Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and

(4) The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and

(5) Fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Building, including garbage dumpsters and all other devices or installations existing for the common use; and

(6) All portions of the foundation, party walls, bearing walls and columns, roofs, halls, lobbies, stairways and entrances and exits or communication ways; and

(7) All yards and gardens except as otherwise noted on the plats and/or herein provided or stipulated; and

(8) All parking areas (except parking spaces designated as Limited Common Elements as set forth herein), roads, driveways and walkways, provided the rights to use the surface parking areas shall be subject to the terms of Section 4.6; and

(9) All elements specifically designated as Common Elements on the Plat; and

(10) All other elements of the building desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Master Deed.

(h) "Declarant" shall refer to Bedford Commons II, LLC, a Tennessee limited liability company, its successors and/or assigns, provided such successors and/or assigns are designated in a duly recorded instrument by Declarant as a successor and/or assignee of the rights of the Declarant set forth herein.

(i) "Interest Rate" means an interest rate equal to the lesser of (1) the maximum interest rate permitted by applicable laws, or (ii) such lesser interest rate that may be adopted by the Board of the Association.

(j) "Land" shall have the meaning ascribed to it in the recitals of this Master Deed.

(k) "Limited Common Elements," as the term is used herein, shall mean and comprise those portions of the Common Elements serving exclusively less than all of the Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the Owner or lawful Occupants of such Unit or Units either in this Master Deed, on the Plat, or by the Board. Limited Common Elements shall include, but shall not be limited to, (i) the separate furnace, air conditioner and water heater located within or adjacent to a Unit and serving only such Unit, (ii) pipes, ducts, electrical wiring and conduits serving only such Unit or Units, (iii) any balconies, patios and such portions of the perimeter walls, floors, ceilings, doors vestibules, windows, screens and entryways, and all associated fixtures and structures therein that are attached to and serve less than all of the Units. The Limited Common Elements shall also include the parking spaces and/or storage areas, which shall be assigned to the Units as set forth in Exhibit C, to this Declaration. The Association has the right to reasonable access to and across all Limited Common Elements for the purpose of any inspection, maintenance and repairs which are the responsibility of the Association.

(l) "Majority" or "majority of the Unit Owners" means the owners of fifty-one percent (51%) or more of all the Units shown on the Plat(s).

(m) "Master Deed" means this instrument, by which the Property is submitted to the provisions of the Act.

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

(o) "Ownership Percentages" means the ownership percentages set forth on Exhibit D, as the same may be amended as set forth herein.

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

(q) "Plat" means the Plat or Plats of survey of the Land submitted to the provisions of the Act showing the number of each Unit, expressing its area, location and other data necessary for identification, said Plat or Plats either being of record in the Register's Office for Davidson County, Tennessee or recorded as exhibit(s) to this Master Deed.

(r) "Property" means all the land, property and space comprising the Land as defined in Item "(j)" above, and all improvements and structures now or hereafter erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of Unit Owners, submitted to the provisions of the Act.

(s) "Record" or "Recording" refers to the record or recording in the Register's Office for Davidson County, Tennessee.

(t) "Rules and Regulations" refers to the rules and regulations concerning the use of the Units and the Common Elements, as initially established by the Declarant and adopted or modified from time to time by the Board in accordance with the Master Deed and Bylaws.

(u) "Unit" shall mean and comprise the twelve (12) separate units, consisting of one or more rooms occupying all or part of a floor or floors in the Building, which enclosed space is not owned in common with Unit Owners of other Units. Each Unit is numbered as shown on the Plat(s). For the purposes of the Act, each Unit shall be deemed to be an "Apartment" as that term is used in the Act.

(1) Unit Boundaries. Each Unit shall include that part of the Building that lies within the following boundaries:

A. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be, respectively, the horizontal plane of the undecorated finished ceiling and the horizontal plane of the undecorated finished floor as the same are extended to an intersection with the perimetrical boundaries.

B. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

Included in the Units are all glass and other transparent material in the walls of the Unit, insect screens and screening in windows and doors, and the materials covering other openings in the exterior of the Unit.

(2) Exclusions from Units. Not included in the Units are:

A. All pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a Unit for the furnishing of utility services, heating, cooling or ventilation to Units, Common Elements, or Limited Common Elements.

B. All spaces and improvements lying beneath the undecorated or unfinished inner surface of all interior columns, bearing walls and bearing partitions.

C. All spaces and improvements lying beneath the undecorated or unfinished inner surface of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural element of each Unit.

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

ARTICLE II
ESTABLISHMENT OF REGIME

2.1 Submission of Property to the Act. The Declarant does hereby submit and subject the Land and the Property to the provisions of the Act and does hereby establish a Horizontal Property Regime to be known as Bedford Commons II Condominiums. Each and all of the rights, privileges and benefits and each and all of the duties, burdens, requirements and restrictions contained in the Act, resulting from the establishment of a horizontal property regime shall be applicable to the Property and to each Unit Owner, both with respect to his Unit and to his undivided interest in the Common Elements, except to the extent that any express contrary provision is validly made in the Condominium Documents. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Master Deed.

2.2 Joint Ownership. Any Unit may be held and owned by one (1) Person or by more than one (1) Person, as tenants in common, as tenants by the entirety, as joint tenants, or in any other real estate tenancy relationship now or hereafter recognized under the laws of the State of Tennessee.

2.3 Trustee as Unit Owner. In the event title to any Unit is conveyed to a land title-holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes, and they shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation made 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.

2.4 Owner Covenants. Each Unit Owner, his personal representative, successors, heirs and assigns shall, at all times, comply with the provisions and requirements of the Condominium Documents, and shall promptly pay, when due, all assessments and his pro-rata share of the expenses of the administration and repair of the Common Elements, and other charges attributable to the Unit as set forth herein. Failure to comply with any such provision or requirements of failure to make any such payment shall be grounds for foreclosure of the lien securing payment of the sum due or for an action to enforce the lien securing or to recover the sum due, for damages and/or for injunctive relief as hereafter provided.

2.5 Covenants Running with the Land. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance or contract for conveyance. All present and future Unit Owners and Occupants of a Unit shall also be subject to and shall comply with the provisions of the Bylaws attached hereto and recorded herewith, pursuant to the Act. The acceptance of a deed of conveyance, devise or lease to a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Bylaws and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner or Occupant, and all of such provisions shall be

deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE III
DESCRIPTION OF LAND, BUILDING AND UNITS

3.1 Land/Plat. The Land which is being made subject to the Act is set forth in Exhibit A and depicted on the Plat. The Plat sets forth the number of each Unit, expresses its area, location and other data necessary for identification. The boundaries of certain Limited Common Elements are also shown on the Plat.

3.2 Building. The Building now or hereafter constructed is depicted on the Plat. The Building will be three (3) stories in height and will contain approximately thirty-six thousand (36,000) gross square feet of floor area, with a basement level for parking containing approximately twelve thousand (12,000) gross square feet of area.

3.3 Units. A Unit Owner shall have an exclusive ownership of his Unit and shall have a common right to share with other Owners in the Common Elements of the Property as set forth herein. The legal description of each Unit shall consist of the identifying number of each Unit as shown on the Plat. There shall be twelve (12) Units in the Building. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on the Plat, and every such description by number 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, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to become separated into tracts or parcels different from the whole Unit as shown on the Plat.

ARTICLE IV
COMMON ELEMENTS

4.1 General. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements set forth opposite the respective Units in Exhibit D, subject to the terms of Section 4.2. The ownership of each Unit shall not be conveyed separate from the undivided ownership in the Common Elements appurtenant to such Unit.

4.2 Ownership Percentages. The Ownership Percentages described in Exhibit D, have been computed and determined on the basis of the ratio which the square footages of each Unit bears to the total square footage of all of the Units in the Building. The square footages shown on Exhibit D and resulting Ownership Percentages are based on pre-construction estimates and Declarant hereby disclaims any representation or warranty regarding the accuracy thereof. Declarant hereby reserves the right, at its option, to (i) amend this Declaration to revise and replace Exhibit D based upon the actual as-built measurements of the Units determined by Declarant's architect, and (ii) adjust each Owner's Ownership Percentage accordingly. Notwithstanding anything contained herein to the contrary, no consent of any Unit Owners, or any lenders or Mortgagees (as defined in Article XVII) of such Unit Owners shall be required to effectuate said amendment to this Declaration.

4.3 Nature of Ownership of Common Elements. Each Unit Owner may use the elements held in common in accordance with the purposes for which they are intended. Any transfer, conveyance or encumbrance of an individual Unit shall be deemed also to transfer, convey and encumber the undivided interest of the Unit Owner in the Common Elements

belonging to and appertaining to said Unit, without specifically or particularly referring to the same. No Unit Owner shall have any right to transfer, convey or mortgage his Unit without also transferring, conveying or mortgaging as an incident thereto, his undivided interest in the Common Elements; conversely, no Unit Owner shall have any right to transfer, convey or mortgage any part of his undivided interest in such Common Elements without also transferring, conveying or mortgaging his Unit to which his undivided interest in such Common Elements is incident. The Common Elements shall remain undivided and shall not be the object of any action for partition or for division of co-ownership by judicial proceedings or otherwise.

4.4 Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner except as may be expressly limited herein. 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, presently in existence or entered into by the Board at some future time, affecting any part of all of said Common Elements. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his agent, servants, tenants, customers, invitees and licenses. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to the provisions of the Act, Master Deed, Bylaws, and Rules and Regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Condominium Documents. All income derived by the Association from the leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions and regulations as the Board may adopt or prescribe.

4.5 Rights Reserved. A Unit Owner's rights of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association, as provided herein or in its Bylaws or Rules and Regulations, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations;

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

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements 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 all members of the Association have agreed to such dedication, transfer, purpose, or condition; and

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

4.6 Surface Parking. Each Unit Owner owning a Unit on the first floor of the Building (a "Commercial Unit Owner") shall have the non-exclusive right to permit its guests, customers, employees and invitees to use the surface parking area located to the rear of the Building for temporary parking in connection with business being conducted in the Building. The surface parking area is intended for use by customers, employees and invitees of the Commercial Unit Owners. No cars may be parked in the surface parking area for more than forty-eight (48) consecutive hours, except on weekends and holidays. While such parking is made available to the Commercial Unit Owners' guests, customers, employees and invitees on a non-exclusive, first-come basis, no Commercial Unit Owner shall have the right to regularly utilize parking spaces in excess of the number equal to the product obtained by multiplying (i) the total number of parking spaces in the surface parking area by (ii) a fraction whose numerator is the square footage of the Commercial Unit and whose denominator is to total of the square footage of all of the Commercial Units. In the event that the Association (or the Declarant prior to the Turnover Date), determines that any Unit Owner is regularly utilizing more parking spaces in the surface parking area than are properly attributable to said Unit, then it shall first send written notice identifying such violation to said Unit Owner, and the Unit Owner shall thereafter have ten (10) days to remedy the same; provided, no such notice shall be required if said Unit Owner has been previously notified of a similar violation within the prior twelve (12) months. If such violation of this provision is not remedied with said ten (10) day period, or immediately in the event the Unit Owner has previously received a notice violation within the prior twelve (12) months, the Association (or the Declarant prior to the Turnover Date), may, without limiting any other rights or remedies to which it may be entitled, take any of the following actions: (i) attach violation stickers or notices to said car(s), (b) charge the Unit Owner forty and no/100 dollars ($40.00) per day per car parked in violation of the terms of this section, and/or (c) have such car(s) physically removed from the parking areas at the Unit Owner's expense without any liability whatsoever. Upon request by the Association, each Unit Owner shall furnish a complete list of the license numbers of all automobiles regularly parking on the property by said Unit Owner guests, customers, invitees and/or its employees. Notwithstanding anything herein to the contrary, guests and invitees of the Unit Owners on the second and third floors may use the surface parking area on an occasional basis.

ARTICLE V
LIMITED COMMON ELEMENTS

5.1 General. Each Unit Owner shall have (i) the non-exclusive right to use the Limited Common Elements that are assigned to such Owner's Unit and another Unit or Units, and (ii) the exclusive right to use those Limited Common Elements that are assigned exclusively to such Owner's Unit.

5.2 Parking Spaces and Storage Areas. Designated parking spaces and storage areas, as may be applicable, shall be assigned to a specific Unit as shown on Exhibit C. Designated Parking Spaces and Storage Areas, as may be applicable, shall be conveyed with and transferred upon conveyance of the corresponding Unit. Maintenance of Parking Spaces and Storage Areas, as may be applicable, shall be designated and maintained as Limited Common Elements, as herein defined. The Association's Board of Directors, without membership vote, is hereby authorized to reassign such parking spaces and storage areas upon written application of the Unit Owner for whose exclusive right to use such parking spaces and storage areas is reserved, which shall be accomplished by an amendment to this Master Deed, and shall not require the approval of other Unit Owners.

5.3 Certain Limited Common Elements. Without limiting the generality of the definition of Limited Common Elements contained herein, certain specific Limited Common Elements and the Unit(s) to which they are assigned are:

(a) The roof of the Building is assigned as a Limited Common Element to the residential Units located within the Building (the "Residential Units").

(b) Any utility meter serving one or more Units is hereby assigned as a Limited Common Element to the Unit or Units so served.

(c) Any balcony or terrace attached to and serving only one (1) Unit is assigned as a Limited Common Element to the Unit to which it is attached and which it serves.

(d) Such other areas of the Property that are designated as Limited Common Elements on the Plat.

ARTICLE VI
ADMINISTRATION AND OPERATION OF THE PROPERTY

6.1 Association. There has been or will be formed an Association having the name "Bedford Commons II Condominium Association, Inc.," a Tennessee not-for-profit corporation, which Association shall be the governing body for all Unit Owners, and shall be operated to provide for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act and the Condominium Documents. The Board of Directors of the Association shall be elected and serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners, in accordance with the provisions of Condominium Documents. Each Unit Owner shall be a member of the Association and a Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon 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.

6.2 Membership and Voting Rights. The Association shall have two classes of voting membership:

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

(b) CLASS "B". Class "B" members shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs later (the "Turnover Date"), unless the Declarant voluntarily terminates this right, in writing:

(1) 120 days after the date by which Seventy-Five percent (75%) of the Units have been conveyed to unit purchasers, or

(2) On the last day of the month occurring five (5) years following the first conveyance of a Unit by Declarant.

6.3 Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the property, or any part thereof, to the extent deemed advisable by the Board. The Board may require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in Section 7.1 hereof.

6.4 Non-Liability and Indemnity of Directors and Officers. The Directors, Officers and committee members of the Association shall be entitled to the limitations on liability and the indemnifications set forth in Article IX of the Bylaws.

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

ARTICLE VII
COMMON EXPENSES

7.1 Common Expenses. Except as set forth below, or elsewhere in the Condominium Documents, each Unit Owner, other than the Declarant, shall pay a pro-rata share (based upon such Unit Owner's Ownership Percentage) of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with this Master Deed and Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair of the Property and any and all replacements and additions thereto as well as any association dues that are allocable to the Property as a result of the Property's being subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Bedford Commons, recorded as Instrument No. 20050406-0038094, Register's Office of Davidson County, Tennessee.

(a) Notwithstanding anything to the contrary stated herein, any common expenses that are incurred through or occasioned by the use or enjoyment of any Common Elements that benefit or are intended to benefit less than all of the Units, shall not be assessed against all of the Units pursuant to this Section 7.1, but shall be specifically assessed equitably among those Units that are so benefited or intended to be benefited. Additionally, to the extent that any Limited Common Elements or other services provided to the Property are utilized by one Unit Owner or type of Unit Owner in a manner that exceeds the customary usage of other Owners, the Board of the Association shall have the right to charge appropriate amounts to such Unit Owner or type of Unit Owners as determined by the Board of the Association in its reasonable discretion, including, without limitation, excessive or special painting, trash removal and/or maintenance of improvements. Specifically, and without limitation, it is acknowledged that the Residential Units shall share one (1) water meter and one (1) gas meter collectively, whereas the remaining Unit Owners will be individually responsible for their own utility charges which will be paid directly by such Unit Owners. Accordingly, the charges for water, sewer and gas provided to the Residential Units will not be included in common expenses and all

Residential Unit Owners will be responsible for sharing such water, sewer and gas charges on a proportionate basis based upon the respective square footage contained in each Residential Unit as set forth in Exhibit D.

(b) If the Declarant holds one or more unfinished Units for sale in the ordinary course of business, the Declarant shall not be assessed for common expenses for such Units prior to such Units' completion. Completion of a Unit shall be deemed to occur when the title to such Unit is conveyed by the Declarant to a subsequent Unit Owner that is not a successor Declarant or when a final Use and Occupancy permit for such Unit is issued by the Metropolitan Nashville Department of Codes Administration, whichever occurs first. If the Declarant holds one or more Units for sale in the ordinary course of business after their completion, the Declarant shall not be assessed as a Unit Owner for capital improvements without written approval from the Declarant, although the Declarant may be assessed for common expenses as a Unit Owner for the Unit(s) he holds after the Unit is completed.

7.2 Payment of Assessments. Assessments for the payment of common expenses shall be in such amounts and shall be payable at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of his share in the common expenses by waiver of non-use of enjoyment of the Common or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail to make payment of assessments for common expenses when due, the amount thereof together with any reasonable late charge established by the Board, and together with interest at the Interest Rate, after said assessments become due and payable shall constitute a continuing lien on the Unit against which the assessment is made, as provided in the Act. Each Unit Owner shall be personally liable for his portion of each assessment made while he is owner of a Unit; however, said personal obligation shall not pass to successors in title unless assumed by them or as required by the Act.

7.3 Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and its appurtenant interest in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the property as a whole, then each Unit Owner shall pay a share thereof equal to said Owner's ownership percentage (define) and, in said event, such taxes shall be a common expense.

ARTICLE VIII
INSURANCE

8.1 Insurance.

(a) Property Insurance. The Board shall obtain insurance for the Property (exclusive of any improvements and betterments made by the Unit Owner(s) and any finished surfaces of the interior walls, floors or ceilings of 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 thereof, 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, Units, or any parts thereof, to substantially the same condition in which they existed prior to damage or destruction exclusive of any improvements and betterments made by the Unit Owner(s) and any finished surfaces of the interior walls of Units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the Trustee for the Unit Owners equally and for the holders of mortgages on the Units, if any. The policy of insurance should also contain, if

obtainable on commercially reasonable terms, a waiver or subrogation of rights by the insurer against the Unit Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to Unit Owners.

(b) Liability Insurance. The Board shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workman's compensation insurance and other liability insurance in such amounts as it deems desirable, insuring each Unit Owner, mortgagee of record, the Association, its Officers, Directors, and employees, Owner, and the Managing Agent, if any, from liability in connection with the property. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed equally to each of the Unit Owners.

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

(d) Other Insurance. The Board shall also obtain other such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the property and each member of the Board and Officer of the Association and each member of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that said person is or was a Director or Officer of the Association or a member of such a committee. The Board shall require such fidelity bond coverage as it deems necessary for any person or Board member handling Association funds. The premiums for such insurance and bonds shall be a common expense.

(e) Association Insurance Requirements. All policies of insurance maintained or obtained by the Association shall be written with a company licensed to do business in the State of Tennessee. The company issuing such insurance policies shall provide insurance certificates to each owner or their mortgagee upon request.

(f) Unit Owner Obligations to Maintain Insurance. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his Unit and the Limited Common Elements serving his Unit, as well as his improvements and betterments thereto, and those parts of the Unit for which the responsibility of maintenance and repair is that of the Unit Owner, and for decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property, if any. Each Unit Owner shall furnish a copy of such insurance policy or policies to the Association upon request. In addition, in the event a Unit Owner desires to insure against his personal liability, loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss of damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

ARTICLE IX
CASUALTY AND CONDEMNATION

9.1 Casualty. In the event of damage to or destruction of any buildings or Common Elements as a result of fire or other casualty covered by insurance proceeds (unless more than two-thirds (2/3) of the Building requires reconstruction), the Board shall, in its sole and absolute discretion, determine and without intervention of any Unit Owner arrange for the prompt repair and restoration of the damaged portions of the Buildings, and Common Elements substantially in accordance with the original plans and specifications therefore as the same may have been modified with the approval of the Board, exclusive of any improvements and betterments made by the Unit Owner(s) and any finished surfaces of the interior walls of Units. Where the insurance indemnity is insufficient to cover the cost of such repair and restoration, the deficit shall be paid by all Unit Owners directly affected by the damage in proportion to each such Unit's Ownership Percentage. If more than two-thirds (2/3) of the Building requires reconstruction, unless otherwise unanimously agreed upon by the Unit Owners, the insurance indemnity shall be delivered pro rata to the Unit Owners entitled to it in accordance with the applicable provisions of the Bylaws or in accordance with a decision of three-fourths (3/4) of the Unit Owners if no Bylaw provisions are applicable. In the event that the Building is not restored in accordance with this section, the Board shall endeavor to sell the Property, in its then condition, free and clear from this Master Deed, and the net proceeds of such sale shall thereupon be distributed to the Owners in proportion to their respective Ownership Percentages. The Board shall not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering, or any other part of a Unit for which the responsibility of maintenance and repair is that of a Unit Owner, or for furniture, furnishings, fixtures, appliances or equipment installed in the Unit by a Unit Owner or occupant unless insurance therefor is specifically provided for in the insurance policy obtained by the Board.

9.2 Condemnation.

(a) Whole Taking of Unit. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, the award must compensate the Unit Owner for his Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Ownership Percentage shall be automatically reallocated to the remaining Units in proportion to the respective Ownership Percentages of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.

(b) Partial Taking of Unit. Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (1) that Unit's Ownership Percentages shall be reduced in proportion to the reduction in the size of the Unit, and (2) the portion of the Ownership Percentage divested from the partially acquired Unit shall be automatically reallocated to that Unit and the remaining Units in proportion to the respective Ownership Percentages of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Ownership Percentage.

(c) Taking of Common Elements. In the event of a taking of part of the Common Elements in condemnation or eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board, in their sole and absolute discretion, approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Board does not approve the repair and commence restoration of such Common Elements within one hundred and twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award to the Unit Owners in proportion to their respective Ownership Percentages.

ARTICLE X
MAINTENANCE, REPAIRS AND REPLACEMENTS

10.1 Maintenance, Repairs and Replacements. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit as may be required to keep the same in good order and condition. Except to the extent hereinafter set forth, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and furnished by the Association, and the cost thereof shall be part of the common expenses, subject to the Bylaws and Rules and Regulations of the Association. The expenses for maintenance, repair or replacement of a Unit's water heater, furnace, air conditioner, heating and air conditioning ducts, plumbing and electrical wiring serving only such Unit shall be borne by the Owner of the Unit to which such Limited Common Elements are appurtenant; and, at the discretion of the Board, maintenance of, repairs to and replacements within other Limited Common Elements may be assessed in whole or in part to the Unit Owners benefited thereby. Further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacements within the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name of and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's or materialman's lien claims; provided, the Board shall first give such Unit Owners written notice of the need for the same and a reasonable opportunity to effectuate such work (except in the case of emergency). In the event that it shall become necessary, in the course of maintenance, repairs or replacements within the Common Elements of one or more Units, to gain entry to another Unit, it shall be the responsibility of the Association to provide such maintenance, repair or replacement, but the cost of such maintenance, repair or replacement may be assessed to the Unit Owners benefited thereby, as hereinafter provided.

10.2 Repairs due to Damage and Neglect. If, due to the act of neglect of a Unit Owner or of his agent, servant, tenant, customers, invitee or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance.

10.3 Association Access. The authorized representatives of the Association, Board or Managing Agent, with approval of the Board, shall be granted reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with the maintenance of, repairs to or replacements within the Common Elements, Limited

Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements or Limited Common Elements, or to make any alteration required by any governmental authority.

10.4 Heating in Colder Months. In order to prevent breakage of water pipes during colder month of the year, resulting in damage to any portion of the Property, increased common expenses, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of 55 degrees Fahrenheit whenever the temperature is forecasted to or does reach thirty two degrees Fahrenheit or below.

10.5 Rubbish, Pest Control and Debris. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner as prescribed in the Rules and Regulations. Pest control services for all of the Units may be provided by the Association and charges for such services shall be a common expense. Articles of personal property belonging to any Unit Owner shall not be stored or kept in the common areas of the Property.

ARTICLE XI
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

11.1 Alterations, Additions or Improvements. Except as expressly permitted in this section and Section 11.2, no alteration of any Common Elements (or designated Parking Spaces and Storage Areas, as may be applicable and assigned to a specific Unit), or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of (i) the Declarant prior to the Turnover Date, and (ii) the Board of the Association after the Turnover Date. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided by the Bylaws. Any Unit Owner may make interior, non-structural alterations, additions or improvements within his Unit without the prior written approval of the Board; provided, that (i) the same are done in accordance with all applicable laws, codes or ordinances, (ii) the same do not affect the structural integrity of the building or the mechanical, electrical, or plumbing systems serving the Building, (iii) the same do not disturb the other Occupants of the Building, (iv) the same do not involve any penetrations of the Unit boundaries, and (v) such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

11.2 Interior Improvements. Each Unit Owner, at his own expense, shall furnish and be responsible for all interior improvements within his Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and such Owner shall maintain said surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules and Regulations of the Association, but each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to the Units caused by maintenance, repairs or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. All windows and screens 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 XII
SIGNS

12.1 Signage. All signs, lettering, placards, window displays, decorations and advertising media that are visible from the exterior of the Unit shall conform in all respects to all applicable laws, codes and ordinances and the sign criteria for the Property set forth in Exhibit E. Such items shall also be subject to the approval of (i) the Declarant prior to the Turnover Date, and (ii) the Board of the Association after the Turnover Date, as to method of attachment. All signage shall be maintained in a good, neat, attractive and operating condition at all times. By acceptance of a deed for a Unit, such Unit Owner agrees that no other signage will be installed, placed or painted on or about the Property. Any damage to the Property caused by the installation or removal of any signage expressly permitted hereunder shall promptly be repaired by the Unit Owner causing such damage, at such Unit Owner's sole cost and expense.

ARTICLE XIII
ENCROACHMENTS

13.1 Encroachments. If any portions of the Common Elements or Limited Common Elements encroach upon any Unit, or if any Unit shall encroach upon any portions of the Common Elements or Limited Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements, Limited Common Elements and Units are shown on the Plat, there shall be deemed mutual easements in favor of the owners of the Common Elements, Limited Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

ARTICLE XIV
USE RESTRICTIONS

14.1 Use and Occupancy Restrictions. Subject to the provisions of the Bylaws, no part of the Property may be used for any other use or purpose other than the following:

Floor	Use
First Floor	Commercial, Retail, or Office Uses
Second Floor	Residential Uses
Third Floor	Residential Uses

14.2 Prohibited Uses. Notwithstanding anything contained herein to the contrary, the Units may only be used for purposes permitted by and in compliance with all applicable laws, codes and ordinances, and the following uses and activities shall be prohibited throughout the Property: (i) nuisances (public and private); (ii) activities that create offensive odors, fumes, vibrations, dust, smoke, radiation, noises or pollution that materially interfere with the use of other portions of the Property; (iii) the exterior storage of goods or materials, excluding the temporary storage of construction materials and equipment during the development, renovation or repair of the Property; (iv) recreational vehicle parking; (v) dumping, storage, disposal, incineration, treatment, processing or reduction of garbage or refuse; (vi) flea markets; (vii) fire sales, bankruptcy sales (unless pursuant to a court order), and auction houses; (vii) funeral homes, mortuaries, cemeteries, and other similar activities; (viii) the sale, rental, repair or storage of cars, trucks, trailers or other vehicles; (ix) commercial laundry plants; (x) flea markets, "second hand"

stores, consignment stores, and government surplus stores; (xi) bowling alleys, skating rinks, dance halls, pool halls, billiard rooms, game parlors, and video game arcades; (xii) massage parlors and establishments that offer entertainment or services involving nudity (full or partial), provided that health spas, therapeutic massage and physical therapy shall be permitted; or (xiii) adult entertainment uses, including, but not limited to, any establishment that displays, shows, sells, rents, distributes or promotes movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) rated "X" (or any successor rating) by the movie production industry or of a pornographic or obscene nature or that display, sells, rents, distributes or promotes sexually explicit games, toys, devices, or items.

14.3 Pets. The Board of the Association may adopt rules and regulations concerning pets located on the Property.

ARTICLE XV
BREACH AND REMEDIES

In the event of any violation of the provisions of the Act, this Master Deed, Bylaws or Rules and Regulations of the Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit), the Association or its successors or assigns shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, Bylaws or said Rules and Regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership of such Unit Owner, or for damages or injunction specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as provided hereinafter in this Article XV, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions of proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Interest Rate, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of common expenses, upon the Unit, and its appurtenant interest in the Common Elements of such defaulting Unit Owner and upon all his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit, to the extent set forth in Article XVII. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified, or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against the Units.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Master Deed: (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or

agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Master Deed, the Bylaws, or the regulations adopted by the Board, and if such default or violation shall continue for thirty (30) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any thirty (30) day period after such written notice or request to cure such violation from the Board, then, in addition to any other remedy permitted hereunder, the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxes against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and unpaid assessments hereunder, or any liens, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding Ownership Percentage in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Master Deed.

ARTICLE XVI
AMENDMENTS

16.1 Amendments. Subject to the other rights of the Declarant set forth in Section 4.2, the provisions of this Master Deed may be amended in the first year following the first sale of a Unit by Declarant to an unrelated third party for any reason by a vote of two-thirds (2/3) of the Board of Directors. After the first anniversary date of the following the first sale of a Unit by Declarant to an unrelated third party, the provisions of this Master Deed may be amended by an instrument in writing, setting forth such amendment, signed by two-thirds (2/3) of the Unit Owners.

However, if the Act, this Master Deed or the Bylaws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or this Master Deed, then any instrument amending any provision of this Master Deed with respect to such action shall be signed by all Unit Owners and/or lien holders or both as required by the Act or this Master Deed. Any amendment shall be effective upon the recording of such instrument in the Office of the

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

ARTICLE XVII
MORTGAGE PROVISIONS

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

17.2 Mortgage and Deed of Trust Protection. The lien for assessments payable by a Unit Owner shall be subordinate to the lien of a recorded first mortgage or deed of trust or similar security instrument (collectively, a "Mortgage") on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the holder or beneficiary thereunder (a "Mortgagee") either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage. This Section 17.2 shall not be amended, changed, modified, or rescinded without the prior written consent of all Mortgagees of record.

17.3 Miscellaneous. The following declarations shall be controlling over any terms of the Condominium Documents which are in conflict therewith. Any portions of the Condominium Documents which are in conflict with this paragraph are hereby superseded and the following rights of Mortgagees are itemized as follows:

(a) A Mortgagee of a Unit at its request is entitled to written notification from the Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Master Deed, Bylaws or any of the documents related to the condominium regime established hereunder, which is not cured within thirty (30) days.

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

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

(1) Except as set forth in Section 4.2, change the pro rata interest or obligations of any Unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, and for (b) determining the pro rata share of each Unit in appurtenant real estate and any improvements thereon which are owned by Unit Owners in undivided pro rata interests;

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

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

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

(f) As set forth in T.C.A. Section 66-27-120, all taxes, assessments and charges which may become liens prior to the Mortgage under the laws of the State of Tennessee shall relate only to the Unit and not to the property as a whole.

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

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

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

(j) Notwithstanding the above, any Mortgagee shall have all of the rights granted to a Mortgagee herein, and in addition shall have all of the rights granted to an institutional first mortgagee under its deed of trust and under the laws of the State of Tennessee.

ARTICLE XVIII
MISCELLANEOUS

18.1 Notices. Notices provided for in the Act, Master Deed or Bylaws shall be in writing and shall be addressed to the Association or the address of, as the case may be, any Unit Owner, or at such other address hereinafter provided. The Association may designate a different address or addresses for notices to it by giving written notice of each such change of address to all Unit Owners. Any Unit Owner may designate a different address for notice to him by giving written notice to the Association.

18.2 Conflict. The Condominium Documents are intended to comply with the requirements of the Act. In the event of any conflict between the Condominium Documents and the Act, the Act shall control. In the event of any conflict between this Master Deed and any other Condominium Document, this Master Deed shall control.

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

18.4 Severability. If any provision of this Master Deed or Bylaws, or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of this Master Deed and the Bylaws and of the application of any such

provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Master Deed or the Bylaws shall be construed as if such invalid part was never included therein.

18.5 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.

18.6 Exhibits. All exhibits attached hereto are hereby incorporated herein and made a part hereof.

18.7 Waiver. No provision contained in the Condominium Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur. Any such waiver must be in writing and signed by the party charged therewith to be effective.

18.8 Gender. The use of the masculine gender in this Master Deed and in the Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

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

DECLARANT:

Bedford Commons II, LLC,
a Tennessee limited liability ~~company~~

By: _____
Name: Ed Cooper
Title: member

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Ed Cooper, 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 member of Bedford Commons II, LLC, Tennessee limited liability company, that he as such member, executed the foregoing instrument for the purposes therein contained, by signing the name of Bedford Commons II, LLC, a Tennessee limited liability company, by himself as such ~~Managing General Partner~~ member.

Witness my hand and seal, at office in Davidson County, Tennessee, this the 26th day of October 2006.

Lillian Franck
NOTARY PUBLIC

My Commission Expires: 9-25-2010

LILLIAN FRANCK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT A

THE LAND

THAT TRACT OR PARCEL OF LAND being Lot 2, Final Plat, Bedford Avenue Subdivision, Phase 2, recorded as Instrument No. 20050929-0116962, Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Declarant pursuant to that certain Quitclaim Deed recorded as Instrument No. 20060512-0056272, Register's Office for Davidson County, Tennessee.

EXHIBIT B

BYLAWS OF BEDFORD COMMONS II CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

DEFINED TERMS

Section 1. The terms used in these Bylaws, to the extent they are defined therein, shall have the same meaning as set forth in the Master Deed for Bedford Commons II Condominiums to which these Bylaws are attached and are of record in the Office of the Register of Deeds for Davidson County, Tennessee (the "Master Deed").

Section 2. The term "member," as used in these Bylaws, means "Unit Owner" as defined in the Master Deed.

ARTICLE II

MEMBERSHIP, MEETINGS, QUORUM AND VOTING

Section 1. Eligibility. The Association shall have a membership as more fully set forth in Article VI of the Master Deed, the terms of which pertaining to membership and voting are specifically incorporated herein by reference.

Section 2. Regular Meetings. The first regular meeting of the Unit Owners (the "First Meeting") may be held at a time designated by the first Board of Directors, provided said meeting shall be held no later than twelve (12) months after the recording of the Master Deed. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held at a date, time and place to be set by the Board of Directors and no more than thirteen (13) months after the preceding 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 to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 3. Special Meetings. Special meetings of Unit Owners may be called by the President or by a majority of the Directors of the Association or by two-thirds (2/3) of the Unit Owners. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of the meeting, stating the date, time and place of the special meeting and the matters to be considered.

Section 4. Delivery of Notice of Meetings. Notices of meetings shall be delivered at least ten (10) days prior to the date of such meeting, either personally or by mail to Unit Owners at the addresses given to the Board or Managing Agent by Unit Owners for such purpose, or to a Unit Owner's Unit if no separate address for such purpose has been given to the Board.

Section 5. Voting. Each Unit, other than those Units owned by the Declarant, shall have only one (1) vote. If any Unit Owner consists of more than one (1) Person, the voting rights of such Unit Owner shall not be divided, but shall be exercised as if the Unit Owner consisted of only one (1) Person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. In the event of disagreement among such persons and an attempt by two or more of them to cast a vote, such persons shall not be recognized, and such vote shall not be counted.

Section 6. Suspension for Non-payment. Without limiting the remedies otherwise available to the Association, a Unit Owner who has not paid his assessments to the Board or the Managing Agent within fifteen (15) days after the due date thereof shall not be entitled to exercise his right to vote until he has cured such default. A Unit Owner may protest the amount of the assessment by making written application to the Board, but it still must be paid during the pendency of his protest to the Board.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding fifty-one percent (51%) of the votes entitled to be cast at such meeting.

Section 8. Order of Business. The order of business at the annual meeting and, as far as practical, at other meetings shall be:

(1) Collection of any ballots not yet cast.

(2) Call to order by President.

(3) Certifying of proxies and establishment of quorum.

(4) Reading and disposal of any unapproved minutes.

(5) Reports of Officers.

(6) Election of Directors.

(7) Unfinished business.

(8) New business.

(9) Adjournment.

ARTICLE III
BOARD OF DIRECTORS

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

shall hold office for the term of three (3) years and until his successor shall be elected and qualified.

Section 2. Initial Board of Directors. Subject to the terms of Section 3. of this Article III, all of the Directors shall be appointed by the Declarant acting in its sole discretion prior to the Turnover Date.

Section 3. Subsequent Board of Directors.

(a) In the event that the Turnover Date has not occurred prior to the annual meeting following the date upon which at least fifteen percent (15%) or more of the Units are conveyed to unit purchasers that are not affiliates of Declarant, the Unit Owners other than the Declarant shall be entitled to elect one (1) of the Directors of the Association at such annual meeting.

(b) In the event that the Turnover Date has not occurred prior to the annual meeting following the date which is three (3) years after fifty percent (50%) of the Units have been conveyed to Unit purchasers that are not affiliates of Declarant, the Unit Owners other than the Declarant shall be entitled to elect two (2) of the Directors of the Association at such annual meeting.

(c) The Declarant shall be entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Building.

Section 4. Turnover. At the time that Unit Owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association, and the Unit Owners shall accept control of the Association. Simultaneously, or not more than ninety (90) days thereafter, the Declarant shall deliver to the Association, at Declarant's expense, all property of the Unit Owners and of the Association held or controlled by the Declarant.

Section 5. Qualification. Except for members of the Board appointed by Declarant, at least two (2) Directors shall be Unit Owners (or, if a Unit Owner is a trustee of a trust, a Director may be the beneficiary of such trust; and if a Unit Owner or such beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such corporation or partnership or beneficiary). In the case of a Unit Owner that is a corporation, a limited liability company or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation, a limited liability company or partnership shall be eligible to serve as a Director.

Section 6. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 7. Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of three (3) members appointed by the Board to serve from the close of one (1) annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected. The nominations shall be made at least thirty (30) days prior to the annual meeting and a brief

statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the members at the annual meeting.

Section 8. Meetings. A regular annual meeting of the Board shall be held within thirty (30) days following the annual meeting of the Unit Owners. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice to each Director, delivered personally, by mail, by telephone, or by electronic mail. Any Director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

The presiding officer of the meetings of the Board shall be the President of the Association; if the President of the Association is not present, the Vice-President shall preside. The order of business at all meetings of the Board of Directors shall be:

(1) Roll call.

(2) Reading of minutes of the last meeting.

(3) Consideration of communications.

(4) Resignations and elections.

(5) Reports of officers and employees.

(6) Reports of committees.

(7) Unfinished business.

(8) Original resolutions and new business.

(9) Adjournment.

The minutes of all meetings shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 9. Removal. Any Director may be removed from office with cause by the vote of at least sixty seven percent (67%) of all Unit Owners, except Directors elected or appointed by the Declarant. Any Director appointed by the Declarant may only be removed by the Declarant and only the Declarant may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Director elected or appointed by the Declarant.

Section 10. Compensation. Directors shall receive no compensation for their services as Directors unless expressly provided in resolutions adopted by the Unit Owners.

Section 11. Quorum. A majority of Directors shall constitute a quorum.

Section 12. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association;

(b) to administer the affairs of the Association and the Property;

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

(d) to formulate policies for the administration, management and operation of the Property;

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

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

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

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

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

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

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

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

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

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

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

(p) represent the Association in connection with the fulfilling its rights and responsibilities allocable to the Property by virtue of the Property's being subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Bedford Commons recorded as Instrument No. 20050406-0038094; and

(q) to exercise all powers and duties of Unit Owners as a group referred to in the Horizontal Property Act of the State of Tennessee or in the Master Deed or these Bylaws.

Section 13. Power to Take Any Action. Whenever in these Bylaws the Association is given the power to take any action, it is the intention of these Bylaws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that the action be taken upon vote of the Unit Owners.

Section 14. Non-Delegation. Nothing in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to Unit Owners.

Section 15. Declarant Rights. Notwithstanding the above, if the Declarant holds Units for sale in the ordinary course of business, the Association may not take any action that would be detrimental to the sales of Units by the Declarant, unless the Declarant approves such action, in writing; provided that, an increase in assessments for common expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sales of Units.

ARTICLE IV
OFFICERS

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

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

(b) a Vice-President, who shall be a Director, and, when the President is not available, shall preside over meetings of the Board and of Unit Owners and shall serve, in the absence of the President, as the chief executive officer of the Association.

(c) a Secretary/Treasurer, who shall not be required to be a Director and shall keep the minutes of all meetings of the Board and of Unit Owners, financial records, and who shall, in general, perform all the duties incident to the office of the Secretary/Treasurer;

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

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

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

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

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

Section 6. Removal. All officers and committees appointed or elected by the Board shall be subject to removal, with or without cause at any time by action of the Board of Directors.

ARTICLE V
ASSESSMENTS

Section 1. Annual Budget. The Board shall establish an annual budget to provide for the needs of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses, as well as the estimated net available cash income for the year, if any, from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for unanticipated repairs and replacements for the year, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month following the conveyance of such Unit from the Declarant, and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or otherwise as directed by the Board. No Unit Owner shall be relieved of his obligation to pay any assessment by abandoning or not using his Unit, the Common Elements or the Limited Common Elements.

Section 3. Additional Charges. In addition to the Assessments described herein, the Board, in its reasonable discretion, shall have the right to assess Unit Owners or types of Unit Owners additional charges as set forth in Section 7.1 of the Master Deed.

Section 4. Partial Year or Month. Commencing with the date of taking title to his Unit from Declarant, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective Ownership Percentage in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 5. Assessments Against Declarant Owned Units. If the Declarant holds one or more unfinished Units for sale in the ordinary course of business, the Declarant shall not be assessed for common expenses for such Units prior to such Units' completion. Completion of a Unit shall be deemed to occur when the title to such Unit is conveyed by the Declarant to a subsequent Unit Owner that is not a successor Declarant or affiliate of the Declarant or when a final Use and Occupancy permit for such Unit is issued by the Metropolitan Nashville Department of Codes Administration, whichever occurs first. If the Declarant holds one or more Units for sale in the ordinary course of business after their completion, the Declarant shall not be assessed as a Unit Owner for capital improvements without written approval from the Declarant, although the Declarant may be assessed for common expenses as a Unit Owner for the Unit(s) he holds after such Units are completed.

Section 6. Annual Report. Within ninety (90) days of the close of each annual budget period, or as soon thereafter as practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 7. Supplemental Budget. In the event that, during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplement budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplement assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 8. Special Assessments. The Board shall have the right to levy a special assessment ("Special Assessment") upon the occurrence of a casualty (including, but not limited to, drought, flood, casualty losses, natural disasters, vandalism, etc.) as necessary and in the amount necessary to repair or replace any portions of the Property installed or maintained by the Association to the extent that the other funds are not available for such repairs or replacement, unless a decision is made not to restore the such damage as provided in section 9.1 of the Master Deed. In addition, the Unit Owners, by 67% affirmative vote of the total Unit Owners entitled to vote, may levy a Special Assessment from time to time or at any time. Any Special Assessment levied hereunder shall be payable on or before thirty (30) days from the date of the Assessment, or such later date as may be specified by the resolution or consent of the Unit Owners approving such Special Assessmet, subject to the terms set forth in Section 5. of this Article.

Section 9. Working Capital Fund. The Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. A non refundable contribution to the working capital fund of the Association shall be collected from the initial Unit purchaser from the Declarant in the amount of two months of the general assessment charged to such Unit. The Declarant shall not use the working capital funds to defray any of its expenses, or construction costs or to make up any budget deficits while it is in control of the Association. Notwithstanding the foregoing, no initial capital contribution shall be required if the Declarant conveys its Units to a successor Declarant or affiliate of the Declarant who intends to sell such units in the ordinary course.

Section 10. Expenditures. Except for the engagement of a Managing Agent described in Article III, Section 11(c) hereof and expenditures and contracts specifically authorized by the

Master Deed and Bylaws, the Board shall not approve any expenditures in an amount in excess of ten percent (10%) of the annual budget for the current year, unless required for emergency repair or protection or operation of the Common Elements or Limited Common Elements, nor shall the Board enter into any contract for more than three (3) years, without the prior approval of the Unit Owners owning at least two-thirds (2/3) of Ownership Percentages.

Section 11. Disclaimer of Warranties. Declarant hereby disclaims any warranty, express or implied, with respect to the Common Elements; provided, Declarant shall use commercially reasonable efforts to endeavor to assist the Association in the enforcement of the terms of any warranty against defects in materials and workmanship issued by the general contractor responsible for constructing the same, during the first year after substantial completion of the Common Elements; provided, in no event shall Declarant be required to institute any litigation in connection with such obligations. At the expiration of the warranty period, repairs and maintenance become the responsibility of the Association.

Section 12. Lien. It shall be the duty of every Unit Owner to pay his pro-rata share of the common expenses, as provided in the Master Deed, and as assessed in the manner provided. In addition to any other remedy available to the Association, if any Unit Owner shall fail or refuse to make any such payment when due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment, at the discretion of the Board, may also bear interest at the Interest Rate. Such delinquent payment, together with penalty and interest, if any, shall constitute a lien, as provided in the Horizontal Property Act and Master Deed, enforceable by the Board, on the interest of such Unit Owner in the property.

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

Section 13. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records of its expenditures and receipts affecting the Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

Section 14. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrances which in the opinion of the Board may constitute a lien against the Property, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

Section 15. Holding of Funds. All funds collected hereunder shall be held and expanded for the purposes designated herein, and (except for special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in proportionate amounts.

ARTICLE VI
USE AND OCCUPANCY RESTRICTIONS

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

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall paint or decorate or adorn the outside of his Unit or install outside his Unit any canopy or awning, or outside radio or television antenna, or C.B. radio transmitters, or other equipment, fixtures or items of any kind, except with the prior written permission of the Board or of the Managing Agent acting in accordance with the Board's direction.

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof. Notwithstanding the preceding, the Declarant may erect and maintain a construction or sales trailer on the property until such time as the completion, as defined in the Master Deed, of all Units in the Building.

Section 2. Electrical and Mechanical Systems. No Unit Owner shall overload the electrical wiring in the Building or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or to connect any machines, appliances, accessories or equipment to the heating or plumbing system without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accordance with the Board's direction.

Section 3. Rules and Regulations. Unit Owners shall be subject to such further restrictions as may be contained in rules and regulations of the Association concerning the use of Units and the Common Elements which may be enacted from time to time by the Board. Such rules and regulations shall be binding rules and regulations of the Association, and copies of such rules and regulations and any amendments or additions thereto shall be furnished to all Unit Owners upon request.

ARTICLE VII
CONTRACTUAL POWERS

Section 1. No contract or other transaction between the Association and one (1) or more of its Directors, or between the Association and any corporation, firm or association in which one (1) or more of the Directors of the Association are directors or are financially interested is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes and approves the contract or the transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee

authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

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

Section 2. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VIII
AMENDMENTS

These Bylaws may be amended in the first year following the first sale of a Unit by Declarant to an unrelated third party for any reason by a vote of two-thirds (2/3) of the Board of Directors. After the first anniversary date of the following the first sale of a Unit by Declarant to an unrelated third party, the provisions of these Bylaws may be amended by an instrument in writing, setting forth such amendment, signed by two-thirds (2/3) of the Unit Owners. Such amendments shall be recorded in the Office of the Register of Davidson County, Tennessee.

ARTICLE IX
INDEMNIFICATION

Section 1. Mandatory Indemnification of Directors and Officers. To the maximum extent permitted by the provisions of Tennessee Code Annotated Sections 48-58-501, et seq., of the Tennessee Nonprofit Corporation Act, as amended from time to time (the "Nonprofit Corporation Act") (provided, however, that if an amendment to the "Nonprofit Corporation Act" in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Section which occur subsequent to the effective date of such amendment), the Association shall indemnify and advance expenses to any person who is or was a director or officer of the Association, or to such person's heirs, executors, administrators and legal representatives, for the defense of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (any such action, suit or proceeding being hereinafter referred to as the "Proceeding"), to which such person was, is or is threatened to be made, a named defendant or respondent, which indemnification and advancement of expenses shall include counsel fees actually incurred as a result of the Proceeding or any appeal thereof, reasonable expenses actually incurred with respect to the Proceeding, all fines, judgments, penalties and amounts paid in settlement thereof, subject to the following conditions:

(a) The Proceeding was instituted by reason of the fact that such person is or was a director or officer of the Association; and

(b) The director or officer conducted himself or herself in good faith, and he or she reasonably believed (i) in the case of conduct in his or her official capacity with the Association, that his or her conduct was in the best interests of the Association; (ii) in all other cases, that his or her conduct was at least not opposed to the best interests of the Association; and (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement,

conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the standard of conduct herein described.

Section 2. Permissive Indemnification of Employees and Agents. The Association may, to the maximum extent permitted by the provisions of Section 48-58-501, et seq., of the Nonprofit Corporation Act, as amended from time to time (provided, however, that if an amendment to the Nonprofit Corporation Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Section which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Association, or to such person's heirs, executors, administrators and legal representatives, to the same extent as set forth in Section 1 of this Article IX above, provided that the Proceeding was instituted by reason of the fact that such person is or was an employee or agent of the Association and met the standards of conduct set forth in Subsection 1(b) of this Article IX above. The Association also may indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Association to the extent, consistent with public policy, as may be provided by the Charter, these Bylaws, by contract, or by general or specific action of the Board of Directors.

Section 3. Non-Exclusive Application. The rights to indemnification and advancement of expenses set forth in Sections 1 and 2 of this Article IX are contractual between the Association and the person being indemnified, and his or her heirs, executors, administrators and legal representatives, and are not exclusive of other similar rights of indemnification or advancement of expenses to which such person may be entitled, whether by contract, by law, by the Charter, by a resolution of the Board of Directors, by these Bylaws, by the purchase and maintenance by the Association of insurance on behalf of a director, officer, employee, or agent of the Association, or by an agreement with the Association providing for such indemnification, all of which means of indemnification and advancement of expenses are hereby specifically authorized.

Section 4. Non-Limiting Application. The provisions of this Article IX shall not limit the power of the Association to pay or reimburse expenses incurred by a director, officer, employee, or agent of the Association in connection with such person's appearing as a witness in a Proceeding at a time when he or she has not been made a named defendant or respondent to the Proceeding.

Section 5. Prohibited Indemnification. Notwithstanding any other provision of this Article IX, the Association shall not indemnify or advance expenses to or on behalf of any director, officer, employee, or agent of the Association, or any such person's heirs, executors, administrators or legal representatives:

(a) If a judgment or other final adjudication adverse to such person establishes his or her liability for any breach of the duty of loyalty to the Association, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or under Section 48-58-304 of the Nonprofit Corporation Act; or

(b) In connection with a Proceeding by or in the right of the Association in which such person was adjudged liable to the Association; or

(c) In connection with any other Proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

Section 6. Repeal or Modification Not Retroactive. No repeal or modification of the provisions of this Article IX, either directly or by the adoption of a provision inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE X
MORTGAGES

Section 1. Notice to the 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."

Section 2. Notice of Default. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any unpaid common charges due from, or any other default by, the owner of the mortgaged Unit, and the Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has been furnished to the Board.

Section 3. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association upon giving reasonable notice, at reasonable times, on business days, but not more often than once a month.

ARTICLE XI
CONFLICTS

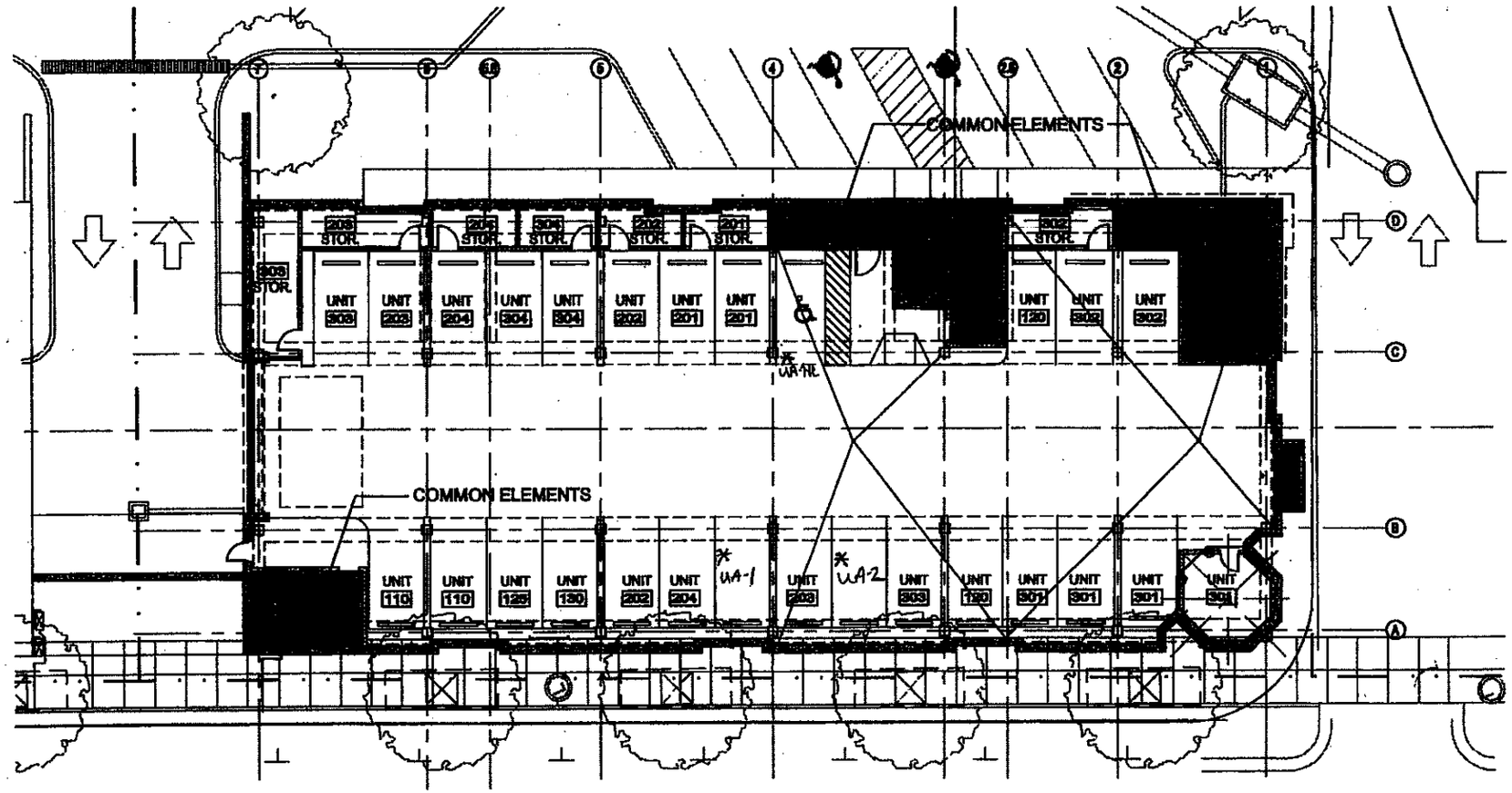
These Bylaws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In the event that any of the Bylaws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

EXHIBIT C

PARKING AND STORAGE SPACE ASSIGNMENTS

Parking and Storage Spaces are hereby assigned to the respective units identified on Exhibit C-1. The parking spaces identified as UA-1, UA-2 and UA-HC are hereby retained by the Declarant at the time of recording of this Master Deed, provided, the same may be subsequently assigned to a particular Unit Owner in accordance with the provisions of Section 5.2 of this Master Deed.

EXHIBIT C-1
PARKING AND STORAGE SPACE ASSIGNMENTS



BASEMENT FLOOR PLAN

Scale: $\frac{1}{16}$" = 1'-0"

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BEDFORD COMMONS MIXED USE BUILDIN
27 SEPTEMBER 0

EXHIBIT D

OWNERSHIP PERCENTAGES

Unit	Unit Square Footage	Ownership Percentage
110	3158	10.55
120	3150	10.52
125	1573	5.27
130	2016	6.74
201	3018	10.08
202	1896	6.33
203	3229	10.79
204	1863	6.22
301	3038	10.15
302	1899	6.34
303	3229	10.79
304	1863	6.22

EXHIBIT E

SIGN CRITERIA

No sign, advertisement or notice shall be inscribed, painted, affixed, or otherwise displayed on any part of the exterior or the interior of the Building, except as expressly permitted below.

1. General.

(a) The Unit Owners on the first floor of the Building shall be permitted to install exterior signs in accordance with these sign criteria. The Unit Owners on the second and third floor of the Building are not permitted to construct any exterior signs, but shall be permitted to construct interior signs as provided for herein.

(b) Until the Turnover Date, all signs must be approved in writing by Declarant and the Design Review Committee for the Bedford Commons Association, Inc. (the "Master Association") prior to installation. After the Turnover Date, all signs must be approved in writing by the Master Association or the Design Review Committee prior to installation.

(c) The Unit Owner installing such sign shall be liable and shall bear all costs for removal and/or correction of signs, sign installation and damage to the Building, by sign installations that (i) do not conform to these criteria, (ii) that are not approved by the Declarant, the Master Association or the Design Review Committee and/or (iii) that do not conform to the city or governing authority's sign codes, ordinances and other applicable laws. Declarant, the Master Association and the Design Review Committee shall have no liability for any costs or non-conformities for the Unit Owner's sign.

(d) All signage shall be designed in a manner compatible with and complimentary to the overall design concept of the Building, shall be made of consistent materials and must be tasteful and professionally prepared. All signage shall be of the highest quality.

2. Permitted Signs.

(a) Flagpole Sign. To the extent that (i) a flagpole sign is permitted by applicable laws and regulations and the Design Review Committee for the Master Association, and (ii) all plans and specifications are approved in writing by the Declarant until the Turnover Date, and the Master Association after the Turnover Date, each Unit Owner on the first floor of the Building shall be permitted to install a flagpole sign designed by the Declarant's architect to be installed in the space designated by Declarant. Each Unit Owner shall be responsible for all costs and expenses for installing, maintaining and repairing its flagpole sign.

(b) Sign Band. To the extent that (i) a sign band is permitted by applicable laws and regulations and the Design Review Committee for the Master Association, and (ii) a sign band is constructed by the Declarant, each Commercial Unit Owner shall be permitted to install approved lettering on the portion of the sign band located above the Unit Owner's Unit, at its own cost and expense.

(c) Lettering. The place, number, size, color and style of the letters for a sign shall be approved in writing by the Declarant until the Turnover Date and the Master Association and Design Review Committee after the Turnover Date.

(d) Directory Signage. Each Unit Owner in the Building shall be permitted to install a standard sign panel on the lobby directory.

(e) Door Signs. A Unit Owner may, at its expense, install its post office address on the exterior door to its Unit or the wall immediately adjacent to the exterior door to the Unit, so long as the place, number, size, color and style are approved in writing by the Declarant until the Turnover Date and the Master Association and Design Review Committee after the Turnover Date.

3. Prohibited Signs. Without limiting the generality of the foregoing, the following signs are expressly **prohibited**: (a) signs or other items affixed directly to any of the windows of the Building; (b) rotating, flashing, neon, lighted or moving signs; (c) banners; (d) construction signage, including, but not limited to, banners relating to the construction performed for any Unit, except for signs that may be required by law; (e) signs advertising that any Unit is available for sale or rent, except for signage installed by Declarant as set forth below; (e) any signs that are not permitted by applicable laws and the Declaration Of Covenants, Conditions, Restrictions And Easements For Bedford Commons recorded as Instrument No. 20050406-0038094, Register's Office of Davidson County, Tennessee, as the same may be amended from time to time.

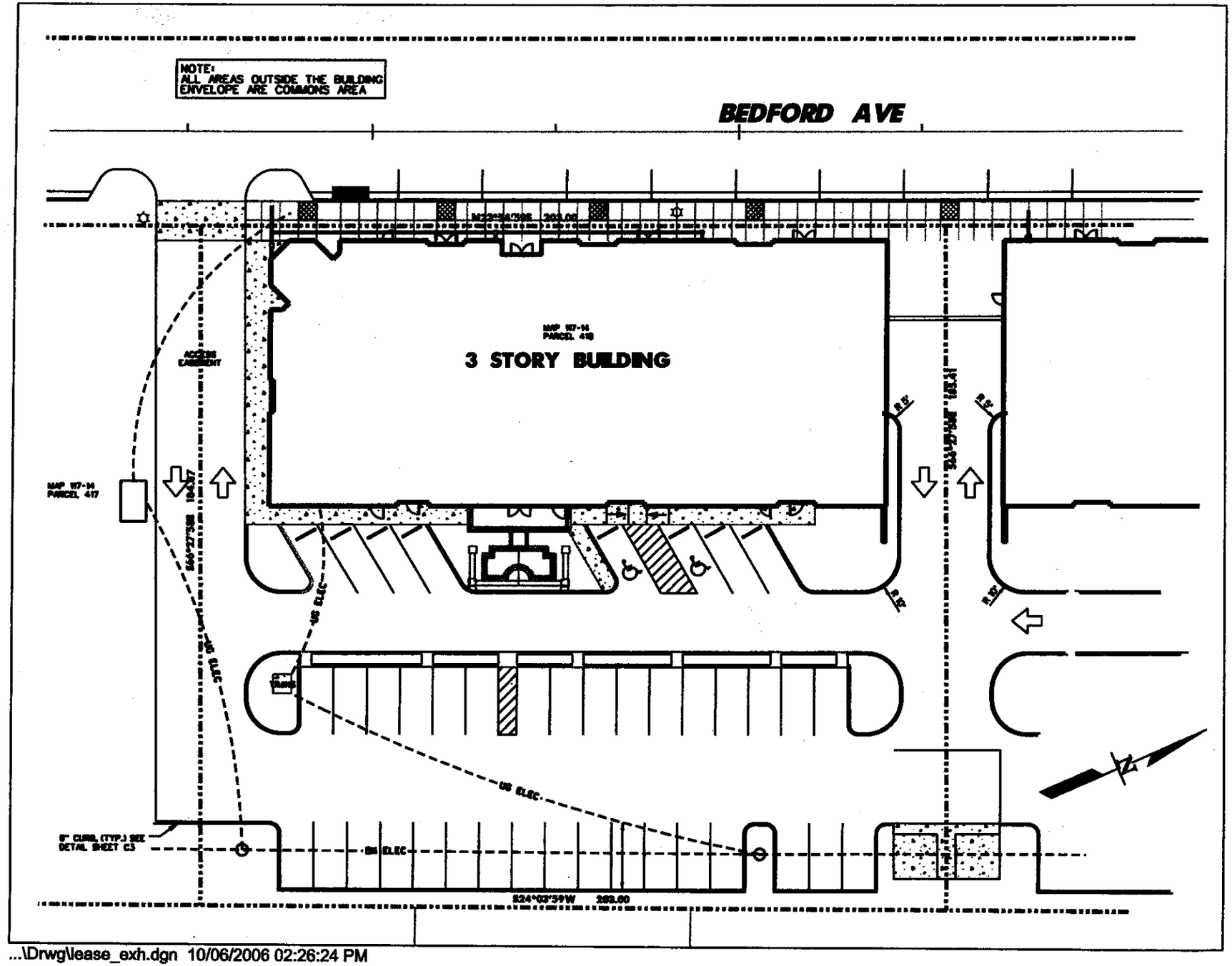
If any sign, advertisement or notice that is not permitted hereunder is exhibited or installed by a Unit Owner, the Master Association or Declarant shall have the right to remove the same at the Unit Owner's expense. The Declarant or the Master Association shall have the right to prohibit any advertisement of or by a Unit Owner, which in its opinion tends to impair the reputation of the Building or its desirability as a mixed-use building.

4. Declarant Signage. Notwithstanding the foregoing, Declarant reserves the right to install construction and/or marketing signs, advertisements and notices on any part of the exterior or interior of the Building so long as it is involved in the construction of improvements to the property or owns Units for sale in the Building.

Bedford Commons II Condominium Plat

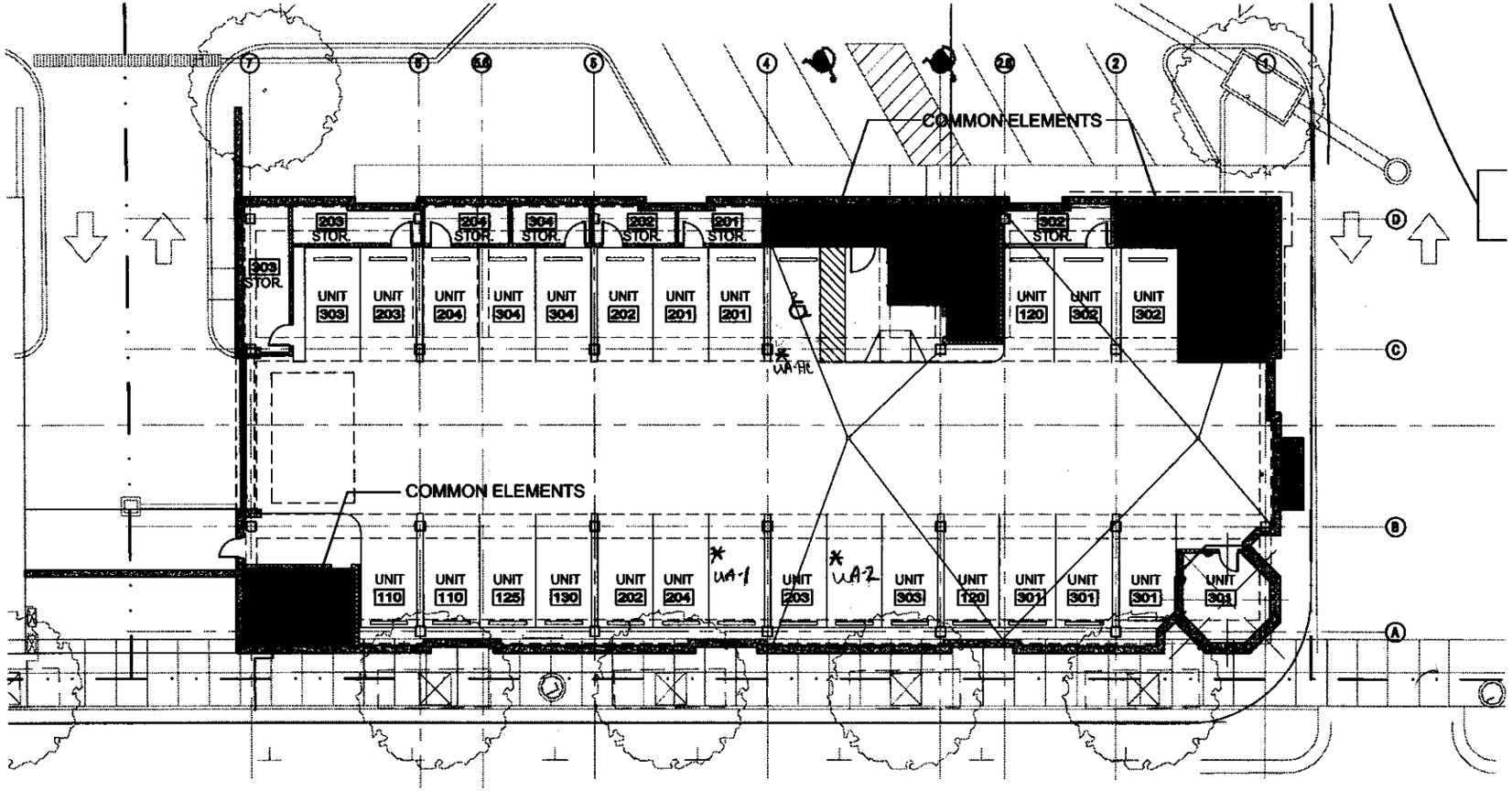
Schedule 1	Depiction of Building and Land
Schedule 2	Floor Plan – Basement
Schedule 3	Floor Plan – First Floor
Schedule 4	Floor Plan – Second Floor
Schedule 5	Floor Plan – Third Floor

SCHEDULE 1 - DEPICTION OF BUILDING AND LAND



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SCHEDULE 2 - FLOOR PLAN - BASEMENT



BASEMENT FLOOR PLAN

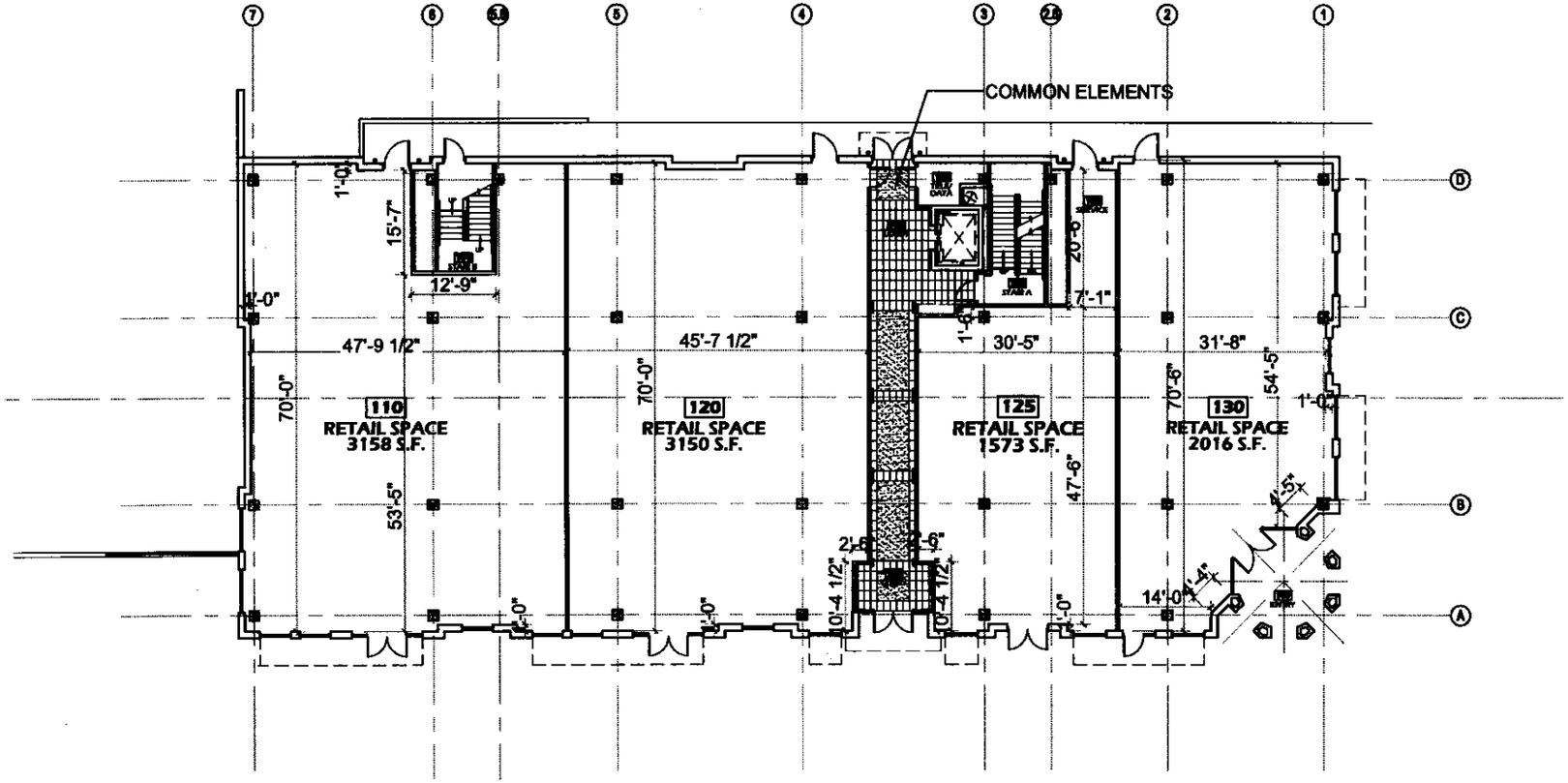
Scale: $\frac{1}{16}$" = 1'-0"

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27 SEPTEMBER 0

SCHEDULE 3 - FLOOR PLAN - FIRST FLOOR



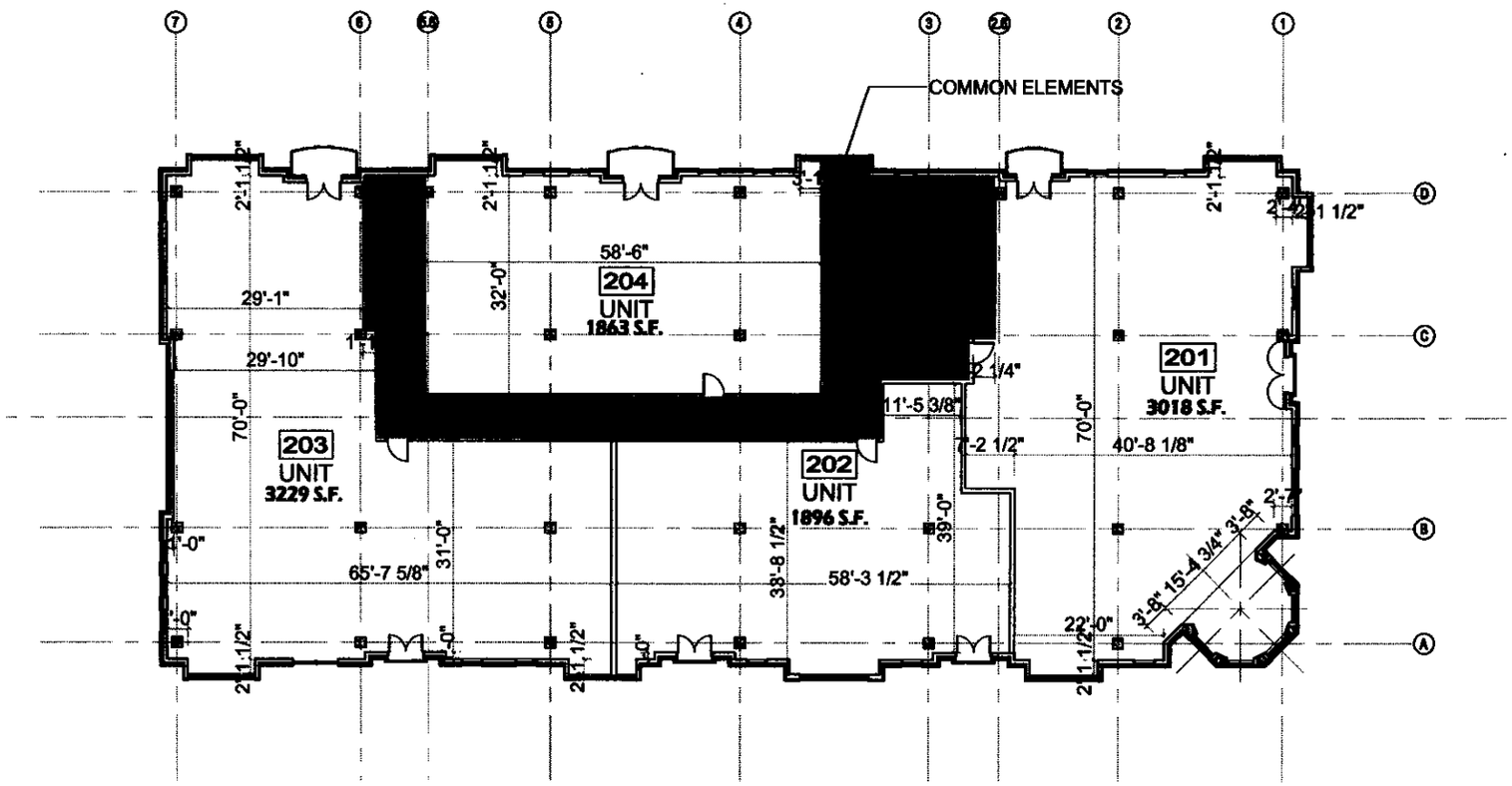
FIRST FLOOR PLAN

Scale: $\frac{1}{16}$" = 1'-0"

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ROCHFORD REALTY AND CONSTRUCTION COMPANY
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SCHEDULE 4 - FLOOR PLAN - SECOND FLOOR



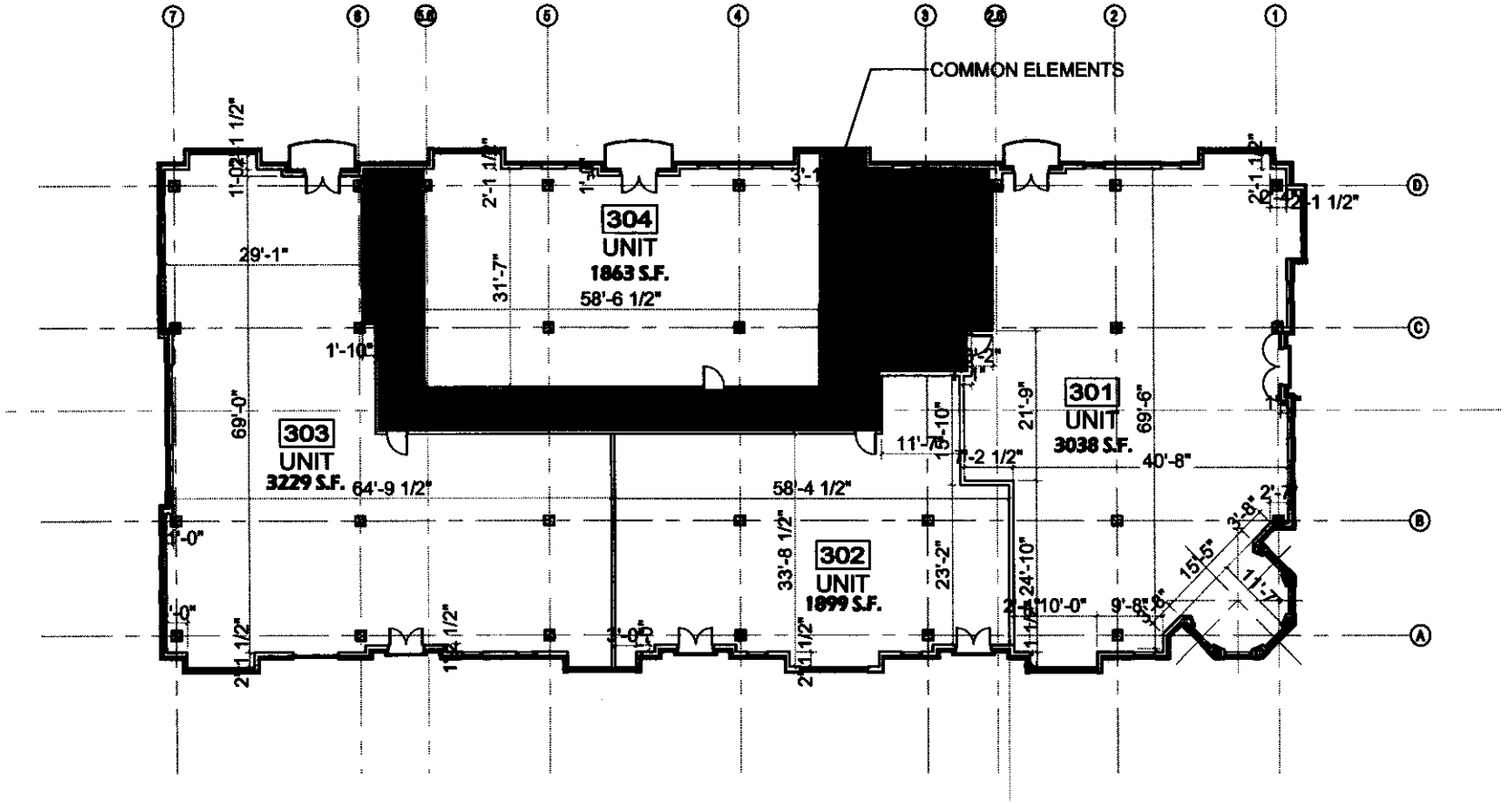
SECOND FLOOR PLAN

Scale: $\frac{1}{16}$" = 1'-0"

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SCHEDULE 5 - FLOOR PLAN - THIRD FLOOR



THIRD FLOOR PLAN

Scale: $\frac{1}{16}$" = 1'-0"

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