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MASTER DEED

FOR

THE GLORYWOOD CONDOMINIUMS

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MASTER DEED

FOR

THE GLORYWOOD CONDOMINIUMS

CHURCH ON THE ROCK OF NASHVILLE, TN, INC., a Tennessee corporation ("Declarant"), does hereby submit the real property in Davidson County, Tennessee, described in Exhibit A attached hereto and incorporated herein by reference, to the provisions of the Tennessee Horizontal Property Act, T.C.A. §§ 66-27-101, et seq., as may be amended from time to time for the purpose of creating a horizontal property regime known as The Glorywood Condominiums and making the improvements shown in the Plat of record in Book 6200, page 89, Register's Office for Davidson County, Tennessee, and does hereby declare that the property described in Exhibit A shall be held and conveyed subject to the following terms, covenants, restrictions, covenants and conditions:

ARTICLE I

Definitions

In the Documents, as defined below, the following words and phrases shall have the following meanings:

Section 1.1 Act. The Tennessee Horizontal Property Act, T.C.A. §§ 66-27-101, et seq., as it may be amended from time to time.

Section 1.2 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to Units in the Development. The Allocated Interests are described in Article X of this Declaration and shown on the Plan.

Section 1.3 Association. The Glorywood Condominiums Condominium Association, Inc., a nonprofit corporation organized under the Tennessee Nonprofit Corporation Act. It is the Council of Unit Owners under the Act.

Section 1.4 Board of Directors. The board of directors of the Association.

Section 1.5 Bylaws. The Bylaws of the Association filed as Exhibit B, as they may be amended from time to time.

Section 1.6 Common Elements. Each portion of the Development other than a Unit.

Section 1.7 Common Expenses. The expenses or financial liabilities for the operation of the Development. These include:

(a) Expenses of administration, maintenance, repair or replacement of the Common Elements;

(b) Expenses declared to be Common Expenses by the Documents or by the Act;

(c) Expenses agreed upon as Common Expenses by the Association; and

(d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 1.8 Development. The real property described in Exhibit A, subject to this Master Deed.

Section 1.9 Declarant. Church on the Rock of Nashville, TN, Inc., a Tennessee corporation or its successor.

Section 1.10 Declarant's Rights. The rights reserved by the Declarant under Article VI of this Master Deed to create Units, Common Elements, and Limited Common Elements within the Development.

Section 1.11 Director. A member of the Board of Directors.

Section 1.12 Documents. The Master Deed, Plat and Plan, the Bylaws, and the Rules as they be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document.

Section 1.13 Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XV.

Section 1.14 Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XV.

Section 1.15 Floor Plans. Those floor plans filed with this Master Deed as Exhibit C, as they may be amended from time to time.

Section 1.16 Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land included in the Development, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.17 Limited Common Elements. The portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Master Deed. The Limited Common Elements in the Development are described in Article III of this Master Deed.

Section 1.18 Manager. A person, firm or corporation employed or engaged to perform management services for the Development and the Association.

Section 1.19 Master Deed. This document, including any amendments.

Section 1.20 Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.21 Plan. The plans filed with this Master Deed as Exhibit D, as they may be amended from time to time.

Section 1.22 Plat. The plat of record in Book 6200, page 89, Register's Office for Davidson County, Tennessee and attached hereto as Exhibit E, as it may be amended from time to time.

Section 1.23 Property. The land and all Improvements, easements, rights, and appurtenances which have been submitted to the provisions of the Act by this Master Deed.

Section 1.24 Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Development, adopted by the Board of Directors pursuant to this Master Deed.

Section 1.25 Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.26 Trustee. The entity which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Board of Directors from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.

Section 1.27 Unit. A physical portion of the Development designated for separate ownership or occupancy, the boundaries of which are described in Section 2.2 of this Master Deed.

Section 1.28 Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Master Deed.

ARTICLE II

Maximum Number of Units; Boundaries

Section 2.1 Maximum Number of Units. The Development upon creation shall contain twelve (12) Units. As each building is added it contains the number of Units listed in the most current Exhibit F. The Declarant reserves the right to create up to a total of eighty-nine (89) Units.

Section 2.2 Boundaries. Boundaries of each Unit created by the Master Deed are shown on the Plat and Plans as numbered Units with their identifying number and are described as follows:

(a) Upper Boundary: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.

(b) Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills, and structural components.

(c) Vertical Perimeter Boundaries: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished inner surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

(d) Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Section 2.2(a), (b), and (c), above, and will also include the spaces and the Improvements within such spaces containing any space, heating, water heating and air conditioning apparatus, smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

(e) Exclusions: Except when specifically included by other provisions of Section 2.2, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Section 2.2(a), (b), and (c), above; and all chutes, pipes, flues, ducts, wires, conduits, skylights and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Units and Common Elements or both.

(f) Non-Contiguous Portions: Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures and storage portions situated in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Units. Such special equipment and storage portions are a part of the Unit notwithstanding their non-contiguity with the residential portions.

(g) Inconsistency with Plans: If this definition is inconsistent with the Plans, then this definition will control.

ARTICLE III

Limited Common Elements

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(a) If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios and each exterior door and window or other fixture designed to serve a single Unit that is located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

(c) Stoops and steps and walls above door openings at the entrances to each Unit, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

(d) Attic space above each Unit with an attic, the use of which is limited to the Unit beneath it.

(e) Stairways, if any, the use of which is limited to certain Units as shown on the Plan.

(f) Chimneys, if any, the use of which is limited to the Unit in which its fireplace is located. In the event of a multiple flue chimney, each flue will be a Limited Common Element allocated to the Unit containing its fireplace while the chimney will be a Limited Common Element allocated to the Units sharing the chimney.

(g) Utility areas, the use of which is limited to the Unit or Units as shown on the Plans.

(h) Storm windows and storm doors, if any, will be Limited Common Elements of the Unit which they service.

(i) Certain courtyards and patios, if any, at the entrances to each Unit the use of which is limited to the Unit as shown on the Plat and Plan.

(j) Exterior surfaces, trim, siding, doors and windows will be Limited Common Elements allocated to the Units sheltered thereby.

(k) Mailboxes, name plates, and exterior lighting affixed to each Unit will be Limited Common Elements allocated to the Units served thereby.

ARTICLE IV

Maintenance, Repair and Replacement

Section 4.1 Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Master Deed or the Act to be maintained, repaired or replaced by the Unit Owners.

Section 4.2 Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof required by the Master Deed, to be maintained, repaired or replaced by the Association.

Section 4.3 Limited Common Elements. Any Common Expense associated with the maintenance, repair or replacement of heat exchanger, heater outlet, enclosures and mechanical attachments will be assessed against the Unit or Units to which the Limited Common Element is assigned.

Common Expenses associated with the maintenance, repair or replacement of components and elements attached to, planted on, or a part of, yards, patios, decks, exterior surfaces, trim, siding, doors and windows will be assessed against the Unit or Units to which the Limited Common Element is assigned. No additional component or element may be attached

without consent of the Board of Directors upon approval by the Architectural Control Committee, if any. In the event such additional component or element becomes deteriorated or unsightly or is inconsistent with conditions of installation it may be removed or repaired at the Unit Owner's expense as a Common Expense assessment under this section, after notice and opportunity to cure.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units to which it is assigned.

Common Expenses associated with the cleaning, maintenance repair or replacement of all other Limited Common Elements will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses.

Each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and porches that are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two (2) or more Units, the owners of those Units will be jointly responsible for such removal.

Section 4.4 Access. Any person authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner(s). In case of an emergency, no such request or notice is required and such right of entry shall be immediate, and with such force as is apparently necessary to gain entrance, whether or not the Unit Owner is present at the time.

Section 4.5 Repairs Resulting From Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit or to those Limited Common Elements for which he or she is responsible under Section 4.3 of the Master Deed. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following notice and opportunity to cure.

ARTICLE V

Subsequently Allocated Limited Common Elements

Those portions of the Common Elements shown as parking spaces on the Plat may be subsequently allocated as Limited Common Elements in accordance with Subsection 6.1(b) and Article XI of this Master Deed, or may be assigned by the Board of Directors, or may be limited by the Board of Directors to visitors only.

ARTICLE VI

Declarant's Rights

Section 6.1 Reservation of Declarant's Rights. The Declarant reserves the following rights:

(a) The right by amendment, to create Units, Common Elements, and Limited Common Elements in the location shown as "Development Rights Reserved in this Area" on the Plat and Plans.

(b) The right by amendment, to allocate as Limited Common Elements as shown on the Plat and assign them to particular Units. No assurance is given that such spaces will be allocated, however.

(c) The right to construct utility lines, pipes, wires, ducts, conduits and other facilities across the land not designated "Development Rights Reserved in this Area" on the Plat for the purpose of furnishing utility and other services to buildings and Improvements to be constructed on the land designated "Development Rights Reserved in this Area" on the Plat. The Declarant also reserves the right to withdraw and grant easements to public utility companies and to convey Improvements within those easements anywhere in the Development not occupied by Units, for the above-mentioned purposes. If the Declarant grants any such easements, Exhibit A will be amended to include reference to the recorded easement.

(d) Special Declarant Rights. Rights reserved for the benefit of the Declarant to (A) complete improvements indicated on Plats and Plans filed with the Master Deed; (B) exercise any Development Right; (C) maintain sales offices, management offices, signs advertising the Development, and models; (D) use easements through the Common Elements for the purpose of making improvements within the Development or within real estate that may be added to the Development; or (E) appoint or remove an officer of the Association or a master association or any Board of Directors member during any period of Declarant control.

(e) Declarant shall have the right to withdraw any of the real property subjected to this Master Deed from the terms hereof, so long as Declarant owns at least twenty-five percent (25%) of the Units subject hereto. Easements may be reserved to such withdrawn land.

Section 6.2 Limitations on Declarant's Rights. The Declarant's Rights reserved in Section 6.1 are limited as follows:

(a) The Declarant's Rights may be exercised at any time, but not more than seven (7) years after the recording of the initial Master Deed. Upon the

expiration or other termination of Declarant's Rights, all real property subject to Declarant's Rights shall become Units or Common Elements as described in this Master Deed;

(b) Not more than forty-five (45) additional Units may be created under the Declarant's Rights;

(c) Garages and carports as Limited Common Elements may be built under the Declarant's Rights;

(d) The quality of construction of any buildings and Improvements to be created on the Property shall be consistent with the quality of those constructed pursuant to this Master Deed as initially recorded.

(e) All Units and Common Elements created pursuant to the Declarant's Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Master Deed as initially recorded.

(f) None of Declarant's Rights may be exercised unless approved pursuant to Section 15.5 of this Master Deed.

Section 6.3 Phasing of Declarant's Rights. No assurances are made by the Declarant regarding the portions of the areas shown as "Development Rights Reserved in this Area" on the Plans and Plat as to the portions where the Declarant will exercise its rights or the order in which such portions, or all of the areas, will be developed. The exercise of Declarant's Rights as to some portions will not obligate the Declarant to exercise them as to other portions.

Section 6.4 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Development:

(a) To complete Improvements indicated on Plats and Plans filed with the Master Deed;

(b) To maintain sales offices, management offices, signs advertising the Development, and models;

(c) To use easements through the Common Elements for the purpose of making Improvements within the Development;

(d) To appoint or remove an officer of the Association or an Board of Directors member during a period of Declarant control subject to the provisions of Section 6.9 of this Master Deed.

(e) To make the Development subject to a master association and to merge or consolidate the Development with another development of the same form of ownership.

Section 6.5 Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 6.6 Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and in Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Board of Directors. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Master Deed. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development.

Section 6.7 Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 6.8 Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 6.9 Declarant Control of the Association.

(a) Subject to Subsection 6.9(b): There shall be a period of Declarant control of the Association, during which a Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors. The period of Declarant control terminates no later than the earlier of:

(i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than a Declarant;

(ii) two (2) years after Declarant has ceased to offer Units for sale in the ordinary course of business;

(iii) two (2) years after any right to add new Units was last exercised; or

(iv) three (3) years after the first Unit is conveyed to a Unit Owner other than a Declarant.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than 33-1/3 percent of the members of the Board of Directors must be elected by Unit Owners other than the Declarant.

(c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect a Board of Directors of at least three (3) members, a majority of whom shall be Unit Owners. The Board of Directors shall elect the officers. The Board of Directors' members and officers shall take office upon election.

(d) Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, following notice as set forth herein, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

Section 6.10 Limitations on Special Declarant Rights. Unless sooner terminated by an amendment to this Master Deed executed by the Declarant, any Special Declarant Right may be exercised by the Declarant until the earlier of the following: so long as the Declarant (a) is obligated under any warranty or obligation, (b) holds a right to create additional Units or Common Elements, (c) owns any Unit; or (d) owns any Security Interest in any Units; or (e) for seven (7) years after recording this Master Deed, whichever is earliest. Earlier termination of certain rights may occur by statute.

Section 6.11 Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE VII

Annexation of Additional Property

Section 7.1 Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner and any first mortgagee thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit D has been subjected to this Declaration or December 31, 2027, whichever is earlier, to subject to the provisions of this Declaration and jurisdiction of the Association all or any portion of the real property described in Exhibit A, attached hereto and by reference made a part hereof. Such annexation shall be accomplished by filing in the public records of Davidson County, Tennessee, a Supplemental Declaration to this Declaration annexing such Property. Such Supplemental Declaration shall not require the consent of Voting Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration signed by the Declarant (or the party to whom Declarant has transferred the right of annexation, as provided below), unless otherwise provided therein. If the consent of a first mortgagee is required hereunder, such mortgagee shall either join in such Supplemental Declaration or record a separate consent. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibit A or Exhibit D and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 7.2 Annexation With Approval of Class "A" Membership. Subject to the consent of the owner and any first mortgagee thereof, the Association may annex real property other than that described on Exhibit D, and following the expiration of the right in Section 1, any Property described on Exhibit D, to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Voting Members representing a majority of the Class "A" votes of the Association present at a meeting duly called for such purpose and the approval of the Declarant (so long as Declarant owns property subject to this Declaration or that may become subject hereto in accordance with Section 1 of this Article). Annexation shall be accomplished by filing of record in the public records of Davidson County, Tennessee, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, by the owner of the property being annexed and, if required hereunder, the first mortgagee of the property (or, in the alternative, such mortgagee may record a separate consent), and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 7.2 and to ascertain the presence of a quorum at such meeting.

Section 7.3 Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit A or Exhibit D which, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 7.4 Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibit A or Exhibit D hereof.

Section 7.5 No Required Annexation. No provision of this Declaration shall be construed to require the Declarant or any other person or entity to annex any real property to the scheme of this Declaration nor shall any provision of the scheme of development prohibit any real property whether or not included within the description contained in Exhibit A owned by Declarant or any other person from being subject to any separate declaration or scheme of development. The community contemplated by this Declaration including parcels of ground to be annexed hereto may include a wide diversity of housing types and styles.

Section 7.6 Contents of Supplementary Declaration.

(a) The Supplementary Declaration referred to in this Article shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such Supplementary Declaration. The Supplementary Declaration may contain such supplemental provisions to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches to which the annexed land or parts thereof may be subjected, all of which may be significantly at variance with that of the Property, so long as the Community-Wide Standard is maintained.

(b) Unit Owners upon recordation of any Supplementary Declaration, also have a right and non-exclusive easement of enjoyment in and to the Common Area within the real property so annexed in accordance with the provisions of such Supplementary Declaration and an obligation to contribute to the cost of improvement, operation and maintenance of such Common Area within the annexed lands in like manner as if such Common Area had been originally located within the Property as described in Exhibit A to this Declaration.

(c) Any Supplementary Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplementary Declaration in

accordance with the provisions hereof and subject to the provisions of such Supplementary Declaration, the real property described therein shall be subject to the provisions of this Declaration, the jurisdiction of the Association pursuant to the terms of this Declaration, the By-Laws, the Articles of Incorporation, and all other documents applicable to the Property.

ARTICLE VIII

Allocated Interests

Section 8.1 Allocation of Interests. The table showing Unit numbers and their Allocated Interests is attached as Exhibit G. These interests have been allocated in accordance with the formulas set out in this Article VIII. These formulas are to be used in reallocating interests if Units are added to the Development.

Section 8.2 Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Development. For the purpose of this calculation, the floor areas of attics are not to be counted.

(b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Development. For the purpose of this calculation, the floor areas of attics are not to be counted. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article XVI or Article IV of this Master Deed.

(c) Votes. Each Unit in the Development shall have one equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Exhibit D.

Section 8.3 Assignment of Allocated Interests Upon Creation of Units Pursuant to Exercise of Declarant's Rights. The effective date for assigning Allocated Interests to Units created pursuant to Section 6.1 of this Master Deed shall be the date on which Declarant conveys the first Unit to a Unit Owner other than Declarant.

ARTICLE IX

Restrictions on Use, Alienation and Occupancy

Section 9.1 Use Restrictions. Subject to the Special Declarant Rights reserved under Article VI, the following use restrictions apply to all Units and to the Common Elements:

(a) The use of each Unit is restricted to that of a single family residence and accessory uses as permitted herein. Except for those activities conducted as a part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis between its occupants.

(b) No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Tennessee and all ordinances, rules and regulations of Davidson County. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 9.2 Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VI, the following occupancy restrictions apply to all Units and to the Common Elements:

(a) No electrical device creating electrical overloading of standard circuits may be used without permission from the Board of Directors. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(b) Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.

(c) All fixtures and equipment will be used for the purposes for which they were designed. There shall be no floor load in excess of fifty (50) pounds per square foot, unless special arrangements are made, and an engineering

determination of floor load capacity in the area of the heavy use is approved by the Association.

(d) Garages and carports, if any, are restricted to occupancy by the owner of the Unit to which such garage or carport is a Limited Common Element, as storage and as a parking space for vehicles, specifically excluding, however, trucks, commercial vehicles and campers.

(e) No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

(f) No animals, birds or reptiles of any kind shall be raised, bred, or kept in a Unit, except for: No more than two (2) dogs of less than twenty-four (24) inches in height at the shoulder at maturity and of gentle disposition; no more than two (2) cats; or other household pets, approved and licensed by the Board of Directors or the Manager as to compatibility with the Development. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Directors. The Unit Owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity.

(g) All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

(h) No signs, window displays or advertising visible from outside a Unit (except for a name plate or sign not exceeding nine (9) square inches in area, on the main door to each Unit) shall be maintained or permitted in any part of a Unit.

(i) No junk cars may be kept and automobiles may not be assembled, disassembled or serviced by any Unit Owner.

(j) No mobile home or house trailer may be stored, kept or installed.

(k) Outside clotheslines and clothes hanging devices shall not be permitted.

Section 9.3 Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan.

A Unit may not be leased or rented without prior written approval of the Board of Directors. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

Section 9.4 Declarant's Rights. Notwithstanding the foregoing, as long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model unit or sales office. The Declarant may also maintain management offices and signs and displays advertising the Development.

ARTICLE X

Easements and Licenses

All easements or licenses to which the Development is presently subject are recited in Exhibit A to this Master Deed. In addition, the Development may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VI of this Master Deed.

ARTICLE XI

Allocation and Reallocation of Limited Common Elements

A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to the provisions of this Article XI. All allocations will be made by amendments to the Master Deed specifying to which Unit or Units the Limited Common Element is located.

The Declarant has reserved the right, under Subsection 6.1(b) of this Master Deed, to allocate as Limited Common Elements the parking spaces shown on the Plat. If any

such parking spaces are so allocated, they shall be assigned to particular Units by amendment to this Master Deed.

Any parking spaces which are not allocated as Limited Common Elements at the termination of the Development Rights period may be so allocated by the Association by amendment to this Master Deed.

All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

No Limited Common Element depicted on the Plat or Plans may be reallocated by an amendment to this Master Deed pursuant to this Article XI except for basement storage areas or as part of a relocation of boundaries of Units pursuant to Article XIII of this Master Deed.

Amendments to this Master Deed reallocating Limited Common Elements shall require the approval of the Board of Directors, the affected Unit Owners, and all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The person executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Master Deed and the Act, shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Development. If necessary, the Plat shall be amended to reflect the reallocation of such Limited Common Element(s).

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for the recording costs.

ARTICLE XII

Additions, Alterations and Improvements

Section 12.1 Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to the Development without the prior written consent thereto of the Board of Directors in accordance with Subsection 12.1(c).

(b) Subject to Subsection 12.1(a), a Unit Owner:

(i) May make any other improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Development;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit, or any other portion of the Development, without permission of the Association;

(iii) After acquiring an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Development. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries. If a part of an adjoining Unit is acquired, boundaries will be relocated in accordance with Article XII.

(c) A Unit Owner may submit a written request to the Board of Directors for approval to do anything that he or she is forbidden to do under Subsection 12.1(a) or 12.1(b)(ii). The Board of Directors shall answer any written request for such approval, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Board of Directors to the proposed action. The Board of Directors shall review requests in accordance with the provisions of its rules.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 12.2 Additions, Alterations and Improvements by Board of Directors. Subject to the limitations of Sections 16.4 and 16.4 of this Master Deed, the Board of Directors may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

Section 12.3 Exterior Improvements and Landscaping Within Limited Common Elements. Unit Owners may make exterior improvements within or as a part of Limited Common Elements constituting balconies or patios consisting of repainting, restaining, addition

of architectural detailing, changing of doors and fenestration, planting of gardens, hedges, shrubs, construction of fences, walks, benches, and architectural conceits, provided they are undertaken with the permission of the Board of Directors or a covenants control committee established for such purpose, if any, following submission of complete plans prepared by an architect or landscape architect and a review by such Board of Directors or committee as to consistency with improvements originally constructed by the Declarant, and consistent with the style and character of the community. It is the intent to provide for limited individualization of the appearance of the buildings while retaining an overall consistency of character.

The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees.

ARTICLE XIII

Relocation of Boundaries Between Adjoining Units

Section 13.1 Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article VI, the boundaries between adjoining Units may be relocated by an amendment to the Master Deed upon application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Board of Directors determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners affected and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 13.2 Recording Amendments. The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and the Units' dimensions and identifying numbers.

The applicants will pay for the costs of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if the Board of Directors deems it necessary to employ a consultant.

ARTICLE XIV

Amendments to Master Deed

Section 14.1 General. Except in cases of amendments that may be executed by the Declarant in the exercise of its rights granted hereunder or by the Association under Article XI of this Master Deed and the Act, or by certain Unit Owners under Article X and Section 13.1 of this Master Deed and the Act, and except as limited by Article XV of this Master

Deed, this Master Deed, including the Plat and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 14.2 Limitation of Challenges. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one year after the amendment is recorded.

Section 14.3 Recordation of Amendments. Each amendment to the Master Deed must be recorded in the Register's Office for Davidson County, Tennessee and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article XIII of this Master Deed, must be indexed in the grantee's index in the name of the Development and the Association and in the grantor's index in the name of the parties executing the amendment.

Section 14.4 Execution of Amendments. An amendment to the Master Deed required by the Act to be recorded by the Association, which has been adopted in accordance with this Master Deed and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 14.5 Special Declarant Rights. Provisions in this Master Deed creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 14.6 Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XV.

Section 14.7 Amendments to Create Units. To exercise any of Declarant's Rights reserved under Section 6.1 of this Master Deed, the Declarant shall prepare, execute and record an amendment to the Master Deed, along with any amendments to the Plats and Plans that may be required.

The amendment to the Master Deed shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated.

ARTICLE XV

Mortgagee Protection

Section 15.1 Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Documents, but in the case of conflict, this Article shall control.

Section 15.2 Percentage of Eligible Mortgagees. Wherever in this Master Deed the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association when compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 15.3 Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, as applicable, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 15.4 of the Master Deed; and

(e) Any judgment rendered against the Association.

Section 15.4 Consent Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Master Deed or the Act, no amendment of any material provision of the Documents by the Association or Unit Owners described in this Subsection 15.4(a) may be effective without the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Master Deed or the Act) and until approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Master Deed). The foregoing approval requirements do not apply to amendments effected by the exercise of any Development Right. Material includes, but is not limited to, any provision affecting:

(i) Assessments, assessment liens or subordination of assessment liens;

(ii) Voting rights;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units must approve such action;

(vi) Rights to use Common Elements and Limited Common Elements;

(vii) Definitions of boundaries of Units except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interests in such Unit or Units must approve such action;

(viii) Convertibility of Units into Common Elements or Common Elements into Units;

(ix) Expansion or contraction of the Development, or the addition, annexation or withdrawal of property to or from the Development;

(x) Insurance or fidelity bonds;

(xi) Leasing of Units;

(xii) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xiii) Establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(xiv) Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than that specified in the Documents;

(xv) Termination of the Development after occurrence of substantial destruction or condemnation or for any other reason; and

(xvi) The benefits of mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by this Master Deed or the Act, the Association may not take any of the following actions

other than rights reserved to the Declarant as Special Declarant Rights, without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees:

(i) Convey or encumber the Common Elements or any portion thereof, as to which an eighty percent (80%) Eligible Mortgagee approval is required. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Development will not be deemed a transfer within the meaning of this clause);

(ii) The establishment of self-management when professional management had been required previously by any Eligible Mortgagee;

(iii) The restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Documents;

(iv) The termination of the Development for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required;

(v) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(vi) The merger of this Development with any other common interest community;

(vii) The granting of any easements, leases, licenses or concessions through or over the Common Elements (excluding, however, any utility easements serving or to serve the Development and excluding any leases, licenses or concessions for no more than one year);

(viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments;

(ix) Any action taken not to repair or replace the Property; and

(x) Any change in the period for collection of regularly budgeted Common Expense assessments.

(c) The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of an addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

Section 15.5 Declarant's Rights. None of Declarant's Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Declarant's Rights consent to the exercise, abandonment, or termination. In the event Declarant's Rights are exercised following seven (7) years after recording of the initial Master Deed, they may not be exercised without consent of the Eligible Mortgages of fifty-one percent (51%) of the mortgages at the time of the extension to the extension of this period.

Section 15.6 Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 15.7 Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer which submits a written request with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

(a) the Development contains thirty-five (35) or more Units, in which case the cost of the audit shall be a Common Expense; or

(b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 15.8 Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 15.9 Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Unit Owner may attend.

Section 15.10 Appointment of Trustee. In the event of damage or destruction under Article XIX or XX or condemnation of all or a portion of the Development, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 1.26 of this Master Deed. Such Trustee may be required to be a corporate trustee licensed by the State of Tennessee. Proceeds will thereafter be distributed pursuant to Article XX or pursuant to a condemnation award. Unless otherwise required, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

ARTICLE XVI

Assessment and Collection of Common Expenses

Section 16.1 Apportionment of Common Expenses. Except as provided in Section 16.2, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit D to this Master Deed.

Section 16.2

Section 16.3 Common Expenses Attributable to Fewer than all Units.

(a) Any Common Expense associated with the maintenance, repair or replacement of components and elements attached to, planted on, or a part of, yards, patios, decks, exterior surfaces, trim, siding, doors, windows and elevators shall be assessed against the Unit or Units to which the Limited Common Element is assigned.

If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

(b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

(c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(d) An assessment to pay a judgment against the Association may be made only against the Units in the Development at the time the judgment was entered, in proportion to their Common Expense liabilities.

(e) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against that Unit Owner's Unit.

(f) Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the Documents are enforceable as Common Expense assessments.

Section 16.4 Lien.

(a) The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment

or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) a lien and encumbrances recorded before the recordation of the Master Deed; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. A lien under this Section is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 16.4 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association.

(c) Recording of the Master Deed constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates alien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

(g) A judgment or decree in an action brought under this Section is enforceable by execution in accordance with Tennessee law.

(h) The Association's lien must be foreclosed as a mortgage or deed of trust on real estate is foreclosed under Tennessee law.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 16.4 of this Master Deed.

(j) If a holder of a first or second Security Interest in a Unit forecloses that Security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 16.3(b) of this Master Deed. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(k) In the case of a nonjudicial foreclosure, the Association shall give reasonable notice of its action to each lien holder of a Unit whose interest would be affected.

(l) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 16.5 Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Development, the Board of Directors shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than nor more than thirty (30) days after mailing of the summary. Unless at that meeting seventy-five percent (75%) of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Board of Directors.

Section 16.6 Ratification of Non-budgeted Common Expense Assessments. If the Board of Directors votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 16.2 of this Master Deed, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such Common Expense to the Unit Owners for ratification in the same manner as a proposed budget under Section 16.4.

Section 16.7 Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished

within twenty (20) days after receipt of the request and is binding on the Association, the Board of Directors and each Unit Owner.

Section 16.8 Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 16.1 and 16.2 of this Master Deed shall be due and payable monthly.

Section 16.9 Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board of Directors shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 16.10 Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first (1st) day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 16.11 No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 16.12 Personal Liability of Unit Owners. The Unit Owner of a Unit at the time a Commons Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XVII

Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose, and the Eligible Mortgagee consent described in Article XV.

ARTICLE XVIII

Persons and Units Subject to Documents

Section 18.1 Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the Register's Office for Davidson County, Tennessee are covenants running with the land and shall bind any Persons leaving at any time any interest or estate in such Unit.

Section 18.2 Adoption of Rules. The Board of Directors may adopt Rules regarding the use and occupancy of Units affecting the Common Elements and Limited Common Elements and the activities of occupants.

ARTICLE XIX

Insurance

Section 19.1 Coverage. To the extent reasonably available, the Board of Directors shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board of Directors determines that any insurance described herein will not be maintained, the Board of Directors shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

Section 19.2 Property Insurance.

(a) Property insurance covering:

(i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(ii) All personal property owned by the Association.

(b) Amounts. The project facilities for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be the lesser of Ten Thousand Dollars and No/100 ($10,000.00) or one percent (1%) of the policy face amount.

The difference between the policy deductible and Two Hundred Fifty Dollars ($250.00) shall be paid by the Association as a Common Expense. Of the deductible portion, Two Hundred Fifty Dollars ($250.00) as per Unit Owner affected shall be paid by each of the Unit Owners suffering the loss.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

(ii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy of the Association provides primary insurance;

(iv) Loss must be adjusted with the Association;

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee;

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses;

(vii) The name of the insured shall be substantially as follows:

"The Glorywood Condominiums Condominium Association, Inc. for the use and benefit of the individual Owners."

Section 19.3 Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors but in no event less than Two

Million Dollars ($2,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association;

(ii) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 19.4 Fidelity Bonds. A blanket fidelity bond may be provided for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit, to each servicer that services a FNMA-owned or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be cancelled or substantially modified for any reason.

Section 19.5 Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 19.6 Workers' Compensation Insurance. The Board of Directors shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Tennessee.

Section 19.7 Directors' and Officers' Liability Insurance. The Board of Directors shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Board of Directors may, from time to time, determine.

Section 19.8 Other Insurance. The Association may carry other insurance which the Board of Directors considers appropriate to protect the Association or the Unit Owners.

Section 19.9 Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XX

Damage To Or Destruction of Property

Section 20.1 Duty to Restore. A portion of the Development for which insurance carried by the Association is in effect, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) The Development is terminated:

(b) More than two-thirds (2/3) of the residential buildings are destroyed, in which event, unless otherwise agreed upon by the Unit Owners unanimously, the insurance proceeds shall be delivered to the Unit Owners in accordance with the vote of three-fourths (3/4) of the Unit Owners; or

(c) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

Section 20.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 20.3 Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 20.4 Replacement of Less Than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Development;

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Unit Owner and the Unit Owner to which the Limited Common Elements were allocated, or to lien holders, as their interests may appear; and

(ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units;

(c) If the Unit Owners vote not to rebuild a Unit, the Allocated Interests of the Unit shall be reallocated pro rata amongst the remaining Units, and the Association promptly shall prepare, execute and record an amendment to the Master Deed reflecting the reallocations.

Section 20.5 Insurance Proceeds. The Trustee, or if there is no Trustee, then the Board of Directors of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 20.1(a) through Subsection 20.1(c) of this Master Deed, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Development is terminated.

Section 20.6 Certificates by the Board of Directors. The Trustee, if any, may rely on the following certifications in writing made by the Board of Directors:

(a) Whether or not damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 20.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or mortgagees, the Board of Directors, and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's title certificate of title or a title insurance policy based on a search of the records of the Register of Davidson County, Tennessee from the date of the recording of the original Master Deed stating the names of the Unit owners and the mortgagees.

ARTICLE XXI

Board of Directors

Section 21.1 Minutes of Board of Directors Meetings. The Board of Directors shall permit any Unit Owner to inspect the minutes of Board of Directors meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 21.2 Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Master Deed, the Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in this Master Deed and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Development which shall include, but not be limited to, the following:

(a) Adopt and amend Bylaws, Rules and regulations;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Unit Owners;

(d) Hire and discharge managing agents;

(e) Hire and discharge employees and agents, other than managing agents, and independent contractors.

(f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Master Deed, Bylaws or Rules in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Development;

(g) Make contract and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional improvements to made as a part of the Common Elements;

(j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only with the approval of at least seventy-five percent (75%) of the Unit Owners;

(k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

(l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

(m) Impose a reasonable charge for late payment of assessments and, after notice and opportunity to cure, levy reasonable fines for violations of this Master Deed, Bylaws, Rules and regulations of the Association;

(n) Provide for the indemnification of the Association's officers and Board of Directors and maintain Directors' and officers' liability insurance;

(o) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(p) Exercise any other powers conferred by this Master Deed or the Bylaws;

(q) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other power necessary and proper for the governance and operation of the Association; and

(s) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committee action shall be either approved, modified or rejected by the Board of Directors.

Section 21.3 Board of Directors Limitations. The Board of Directors may not act on behalf of the Association to amend this Master Deed, to terminate the Development or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XXII

Condemnation

Section 22.1 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 Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests 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.

Section 22.2 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 Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (2) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

Section 22.3 Taking of Common Elements. If part of the Common Elements is acquired by eminent domain the portion of the award attributable to the Common Elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

ARTICLE XXIII

Miscellaneous

Section 23.1 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 23.2 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 23.3 Waiver. No provision contained in the 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.

Section 23.4 Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 23.5 Conflict. The Documents are intended to comply with the requirements of the Act. In the event of any conflict between the Documents and the Act, the

Act shall control. In the event of any conflict between this Master Deed and any other Document, this Master Deed shall control.

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, the Declarant has caused this Master Deed to be executed this 15 day of March, 2007.

CHURCH ON THE ROCK OF NASHVILLE TN, INC.,
a Tennessee corporation

By: Howard K. Rogan, President
Howard K. Rogan, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sue Arnett, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Howard K. Rogan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Church on the Rock of Nashville, TN, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 15 day of March, 2007.

Sue Arnett
Notary Public

My Commission Expires:

SUE ARNETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 25, 2010

EXHIBIT A

[Legal Description]

PARCEL 1

LAND in Davidson County, Tennessee, being Lot Nos. 1,2, 3, 4 and 5 of the Steve Warren Subdivision of record in Book 6200, page 89, Register's Office for Davidson County, Tennessee.

SAID Lot No. 1 fronts 65 feet on the northerly side of Palestine Avenue and runs back between parallel lines 176 feet to a dead line on which it measures 65 feet thereon.

SAID Lot No. 2 fronts 65 feet on the northerly side of East Palestine Avenue and runs back 176 feet to a dead line on which it measures 65 feet thereon.

SAID Lot No. 3 fronts 65 feet on the northerly side of East Palestine Avenue and runs back between parallel lines 176 feet to a dead line on which it measures 65 feet thereon.

SAID Lot No. 4 fronts 65 feet on the northerly side of East Palestine Avenue and runs back between parallel lines 176 feet to a dead line on which it measures 65 feet thereon.

SAID Lot No. 5 fronts 65 feet on the northerly side of East Palestine Avenue and runs back between parallel lines 176 feet to a dead line on which it measures 65 feet thereon.

PARCEL 2

Being the ingress/egress easement on the following property:

LAND in Davidson County, Tennessee, being Lot 6 and part of Lot 8 of the Steve Warren Subdivision of record in Book 6200, page 89, Register's office for Davidson County, Tennessee, described as follows:

BEGINNING at a point in the northerly margin of East Palestine Avenue at the north west corner of Lot No. 1 of said plan; thence, North 34 degrees 32 minutes 04 seconds East 424.92 feet to a concrete monument; thence South 54 degrees 31 minutes 43 seconds East 365.00 feet to an iron pin; thence South 34 degrees 32 minutes 04 seconds West 195.72 feet to a concrete monument; thence South 54 degrees 31 minutes 43 seconds East 140.00 feet to a concrete monument; thence South 34 degrees 32 minutes 04 seconds West 14.60 feet to an iron pin; thence North 54 degrees 31 minutes 43 seconds West 140.00 feet to a concrete monument; thence South 34 degrees 32 minutes 04 seconds West 214.60 feet to an iron pin in the Northerly margin of East Palestine Avenue; thence North 54 degrees 31 minutes 43 seconds West 365.00 feet to the point of beginning.

Included in the above description but excluded therefrom is Lots 1, 2, 3, 4 and 5 of the Steve Warren Subdivision of record in Book 6200, page 89, said Register's Office.

Being the same property conveyed to Church on the Rock of record in Instrument No. 20030509-0063035, Register's Office for Davidson County, Tennessee.

Being more particularly bounded and described on that certain ALTA/ACSM survey prepared by The Reasons Company dated January 9, 2007 as follows:

Lying in Nashville, Davidson County, Tennessee and being more particularly described as follows:

Beginning at a new iron rod in the north right of way of East Palestine Avenue at the southwest corner of this tract and the southeast corner of the Church on the Rock of Nashville, TN, Inc. (Instrument No. 20020911-0110929); thence from said point of beginning and leaving said right of way North 35 degrees 45 minutes 00 second East 425.26 feet to an old iron rod in the south line of Carlisle; thence with Carlisle and then Holsberry South 53 degrees 22 minutes 56 seconds East 364.96 feet to an old iron rod in the west line of Montague Subdivision (Book 547, page 100); thence on lines with said subdivision, the following calls:

South 35 degrees 36 minutes 25 seconds West 195.19 feet to an old concrete monument;

South 53 degrees 30 minutes 51 seconds East 140.00 feet to a new iron rod;

South 33 degrees 58 minutes 42 seconds West 14.60 feet to an old concrete monument;

North 53 degrees 31 minutes 15 seconds West 140.56 feet to an old concrete monument;

South 35 degrees 50 minutes 14 seconds West 214.60 feet to a new iron rod in the north right of way of East Palestine Avenue; thence with said right of way North 53 degrees 31 minutes 08 seconds West 365.00 feet to the point of beginning and containing 3.608 acres more or less.

EXHIBIT B

BYLAWS OF THE GLORYWOOD CONDOMINIUMS 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 The Glorywood 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 twenty-five percent (25%) percent or more of the Units are conveyed to Unit Owners 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 two (2) years after fifty percent (50%) of the Units have been conveyed to Unit Owners 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.

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 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 during normal business hours. 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 acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) to borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) to participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common elements

("Common Elements"), provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of each class of members;

(f) 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;

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

(h) 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;

(i) 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;

(j) 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);

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

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

(m) 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;

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

(o) 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;

(p) 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;

(q) 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; and

(r) 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. to have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise.

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 XVI 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 XIX or XX of the Master Deed. In addition, the Unit Owners, by sixty-seven (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 Assessment, 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 (2) 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 fifteen percent (15%) 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 the Board of Directors shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. 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.

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.

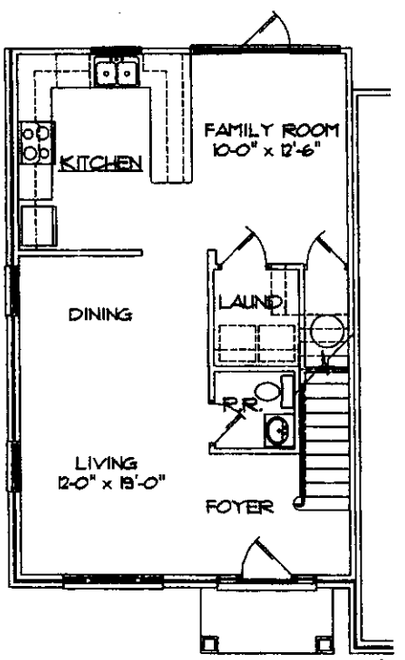
EXHIBIT C

[Floor Plans]

THE GLORYWOOD CONDOMINIUMS

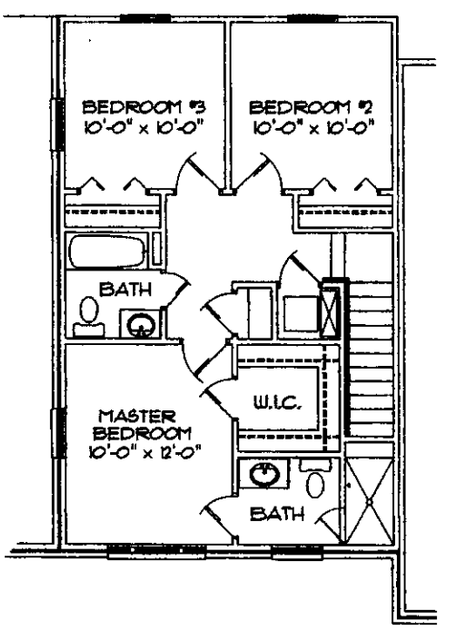


FRONT ELEVATION - UNITS "B" and "A"



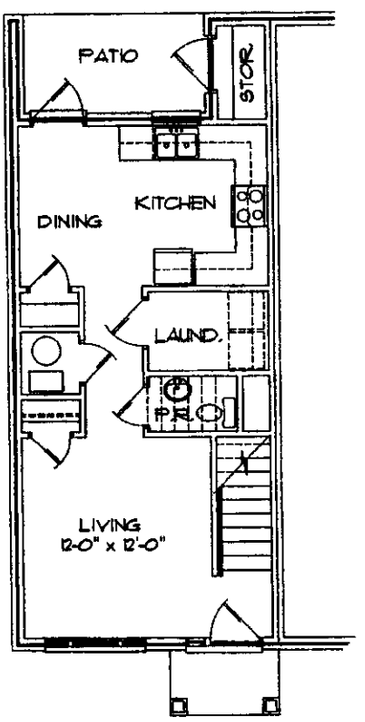
FIRST FLOOR PLAN - UNIT "B"

667 SQ. FT.

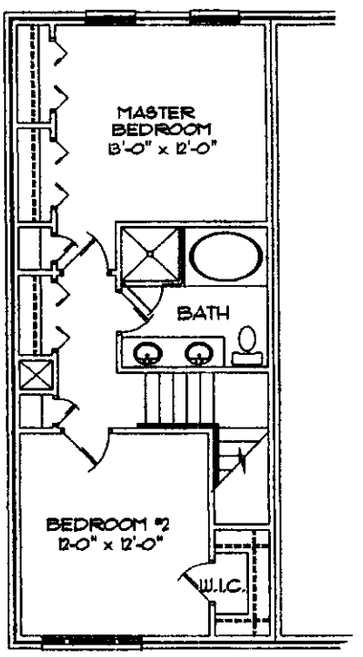


SECOND FLOOR PLAN - UNIT "B"

667 SQ. FT.



FIRST FLOOR PLAN - UNIT "A"
500 SQ. FT.



SECOND FLOOR PLAN - UNIT "A"

627 SQ. FT.

EXHIBIT D

[Plans]

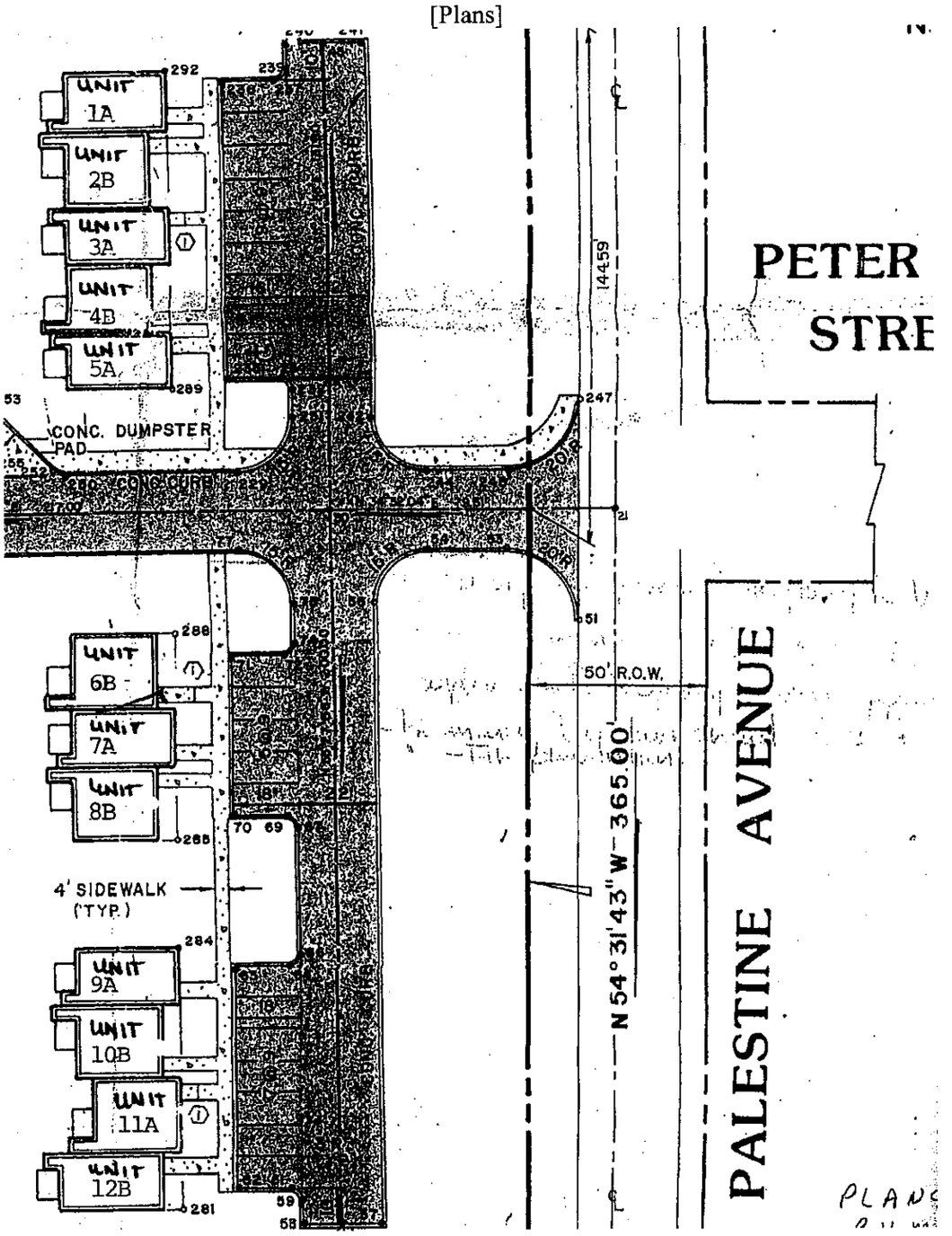
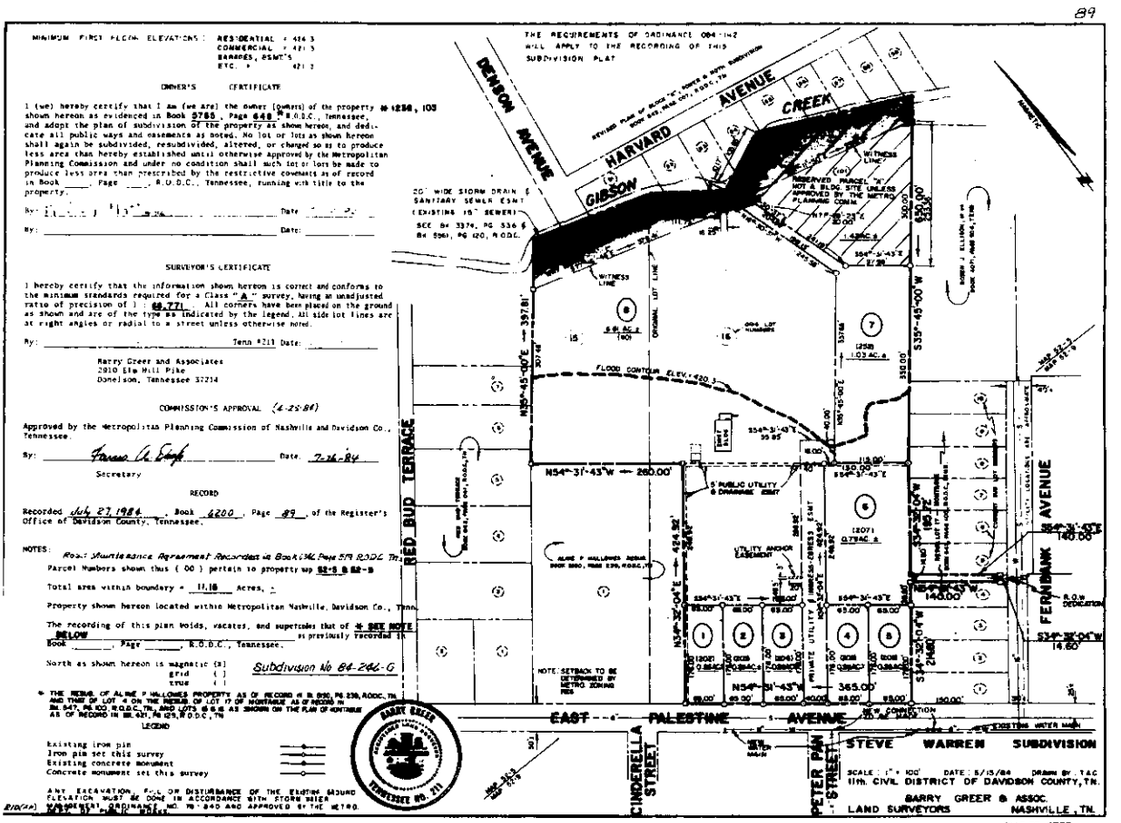


EXHIBIT E

[Plat]



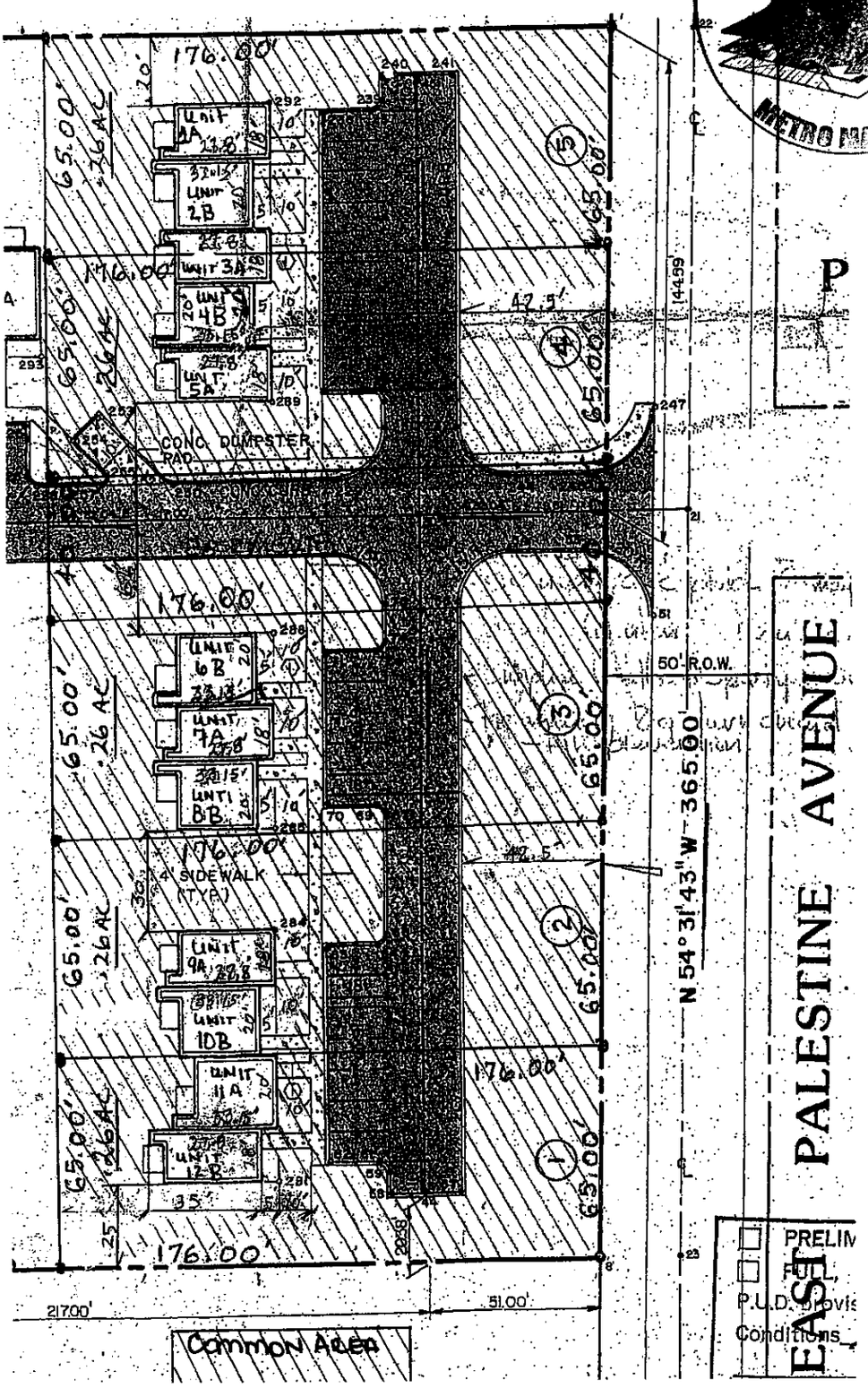
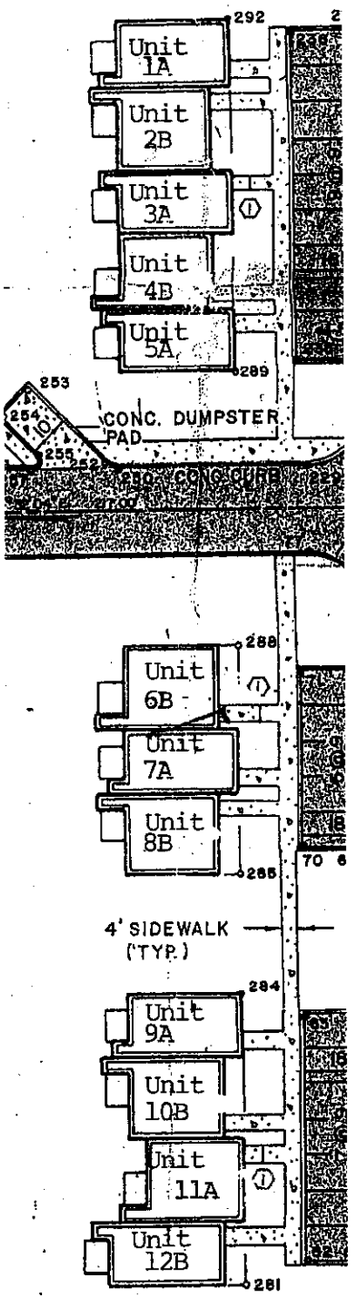

APPROVED BY
METRO MAPPING
3/23/07
176.00'
65.00'
.26 AC
UNIT 1A
UNIT 2B
UNIT 3A
UNIT 4B
UNIT 5A
CONC. DUMPSTER PAD
42.5'
14.59'
65.00'
UNIT 6B
UNIT 7A
UNIT 8B
4' SIDEWALK (TYP.)
UNIT 9A
UNIT 10B
UNIT 11A
UNIT 12B
35'
25'
217.00'
51.00'
COMMON AREA
50' R.O.W.
N 54° 31' 43" W - 365.00'
EAST PALESTINE AVENUE
PRELIM
P.U.D. Provis
Conditions

EXHIBIT F

[Unit Numbers]



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EXHIBIT G

[Units Numbers With Allocations]

UNIT NUMBER	ALLOCATION
1A	1/12
2B	1/12
3A	1/12
4B	1/12
5A	1/12
6B	1/12
7A	1/12
8B	1/12
9A	1/12
10B	1/12
11A	1/12
12B	1/12