Davidson County DEEDMAST
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THIS INSTRUMENT PREPARED BY:
Gail P. Pigg, Attorney
219 Second Avenue, North
First Floor Suite
Nashville, Tennessee 37201

OWNER(S) ADDRESS AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Ten Ten On The Row A Condominium c/o Haury and Smith Contractors, Inc.	Same	Map:
2033 Richard Jones Road		Parcel:
Nashville, Tennessee 37215		

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF

TEN TEN ON THE ROW

This Master Deed is made this 16th day of October, 2007, by Haury and Smith Contractors, Inc. (herein called "DEVELOPER"), for itself, its successors or assigns wherein the DEVELOPER makes the following declarations and submissions.

1. PURPOSE. The purpose of this Master Deed is to submit the land described in Exhibit "A" attached hereto and made a part hereof, and the improvements thereon to the regime established by Chapter 27 of Title 66 of Tennessee Code Annotated, thereby establishing a horizontal property regime.

2. NAME AND ADDRESS. The name by which this Horizontal Property Regime is to be identified is Ten Ten On The Row, a condominium, and it is located at 1010 16th Avenue South, Nashville, Davidson County, Tennessee.

3. SUBMISSION OF THE PROPERTY. The DEVELOPER hereby submits "Exhibit A" together with the building and improvements thereon, owned by the DEVELOPER in fee simple absolute, to the provisions of Chapter 27 of Title 66 Tennessee Code Annotated, hereby establishing a Horizontal Property Regime on that property described in "Exhibit A" and which is also shown on a plan attached hereto as Exhibit B.

4. LAND INCLUDED IN PROPERTY. The land included in the property consists of the land described in Exhibit "A" hereto, which is made a part hereof by reference. Said land will sometimes be referred to as the "Property" or "Ten Ten On The Row". The fee simple absolute title in such land is hereby vested in the Horizontal Property Regime hereby established.

5. THE BUILDING. The building, which is expected to be substantially completed on or about the 30th of August, 2009, will contain twelve (12) one bedroom living units, 16 two bedroom units and one

commercial area in the front northeast corner on the parking level and consisting of approximately 750 square feet. There will be four levels which contain living units only. The square footage for the units is reflected on the Plan attached hereto as Exhibit B, sheets 1-5. One parking space only will be provided to each unit as a limited common element and will be marked on the Plan attached hereto as Exhibit B, sheet 1. The building consists of four levels of living units and one lower level parking garage which contains a lobby, mailboxes, elevator, stairwell, mechanical equipment closets and a retail commercial unit of approximately 750 square feet. There are seven living units on each floor. There is also a central corridor with elevator and stairwells serving the units on each floor. The living units contain an electric 40 gallon water heater and an electric heating and air conditioning system with individual controls in each unit.

6. LIVING AND COMMERCIAL UNITS. The Plat attached hereto as Exhibit "B" shows the location and anticipated number of square feet of living units along with the commercial unit on the parking level in the building and their respective unit numbers. There will be a total of twenty-eight (28) condominium living units and one commercial unit.

7. DIMENSIONS OF LIVING UNITS. Each unit consists of the area measured horizontally from the unit side of the drywall at exterior walls to the finished side of common corridor partitions and/or party walls. Where drywall separates one room in a unit from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each unit consists of the space between the floor and its dry-wall ceiling. Each living unit shall have a private balcony which shall constitute a common element limited to that unit.

8. USE OF UNITS. Each of the units shall be used as a single family residence only except the commercial unit which shall be used for any commercial purpose permitted by zoning.

9. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The common elements consist of the entire property, including all parts of the buildings other than the units and including, without limitation, the following:

(a) The land.

(b) All foundations, columns, girders, bearing walls and columns, beams and supports.

(c) All roofs, parking garage, all exterior walls of the building. No co-owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his unit, nor shall such co-owner be deemed to own the utilities running through his unit which are utilized for, or serve more than one unit, except as a right in common to share the same with the other co-owners. A co-owner, however, shall be deemed to own and shall have the

exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows and doors bounding his unit and at his expense.

(d) All corridors, lobby, stairs, stairways, entrances to and exits from the building and elevator.

(e) All driveway areas, parking areas not assigned to a particular unit and sidewalk.

(f) House service and equipment rooms which house equipment for elevator and house electrical system and sprinkler system; all compartments or installations of central services such as power, light, gas, cold and hot water, sprinkler system, storm water system.

(g) All garbage incinerators or disposal systems existing for common use.

(h) Pipes, ducts, electrical wiring and conduits, except those which are situated entirely within an apartment and serve only that apartment.

(i) All other elements, installations or devices of the building rationally of common use.

(j) LIMITED COMMON ELEMENTS. Limited common elements are defined as those common elements which are reserved for the use of a certain unit or units to the exclusion of the other units; and any common element serving exclusively a single unit as an appurtenance thereto. All balconies which adjoin each unit and the parking space designated for each unit are limited common elements for the exclusive use of the sole co-owner whose unit they serve. All utility pipes, ducts, fixtures, equipment, wiring and conduits located entirely within a unit or adjoining unit and serving only one unit are limited common elements of the unit which they serve. The sitting area and related fencing and landscaping located adjacent to the commercial unit consisting of approximately 250 square feet is a limited common element serving the commercial unit only.

(k) The interest of each co-owner in the common elements is an equal 1/29th undivided interest. There is only one designated parking space for each living unit and said space is a limited common element for the unit to which it is assigned.

10. ACCESS EASEMENT. The Developer, for itself, its successors and assigns, does hereby reserve an access easement through the parking garage to and from all unit spaces; corridors; access to all utilities and to the service alley at the rear of the building. The developer also reserves an access easement through the attic of each unit.

11. (a) COMMON EXPENSES. Each unit owner, shall pay 1/29th of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with this Master Deed and the By-Laws appended hereto which are made a part hereof and incorporated herein by reference (which expenses are herein sometimes

referred to as "common expenses:") including, but not limited to the maintenance and repair thereof of any and all replacements and additions thereto. Developer is exempt from payment of common charges on any unit until the construction of that unit is complete and occupied. Such proportionate share of the common expenses for each unit owner shall be as set forth in the By-Laws. Payment of common expenses, including any prepayment thereof required by contract for a sale of a unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No unit owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non use or enjoyment of the common or limited common elements or by abandonment of his unit except as otherwise provided herein. If any unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the rate of 10% per annum, or such greater percentage as may then be permitted under the law of the State of Tennessee, after said common expenses become due and payable, plus reasonable attorney's fees, shall constitute a lien against the interest of such unit owner in the property as provided in the Horizontal Property Act. Notwithstanding any statement to the contrary herein, the owner of the commercial unit, being Unit No. G-29 is expressly exempt from paying any share of expenses for the elevator, its maintenance and operation.

(b) ENFORCEMENT OF LIEN. FOR AND IN CONSIDERATION of the privileges, protections, mutual enjoyment and use of the common elements and the premises contained herein, the receipt of which is hereby acknowledged and any assumption of the obligations by transferees as required hereunder, and to secure the payment of said common expenses, principal, interest, and attorney fees, a lien is expressly retained by the Association on each and every unit owner's unit and 1/29th percent interest in the common elements (referred to in this subparagraph as "property").

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said unit owners, their heirs, administrators and assigns, hereinafter referred to as trustors, hereby transfer and convey unto Gail Pigg, Trustee, her successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto attached upon the following uses and trusts:

Trustors agree to pay their prorata share of common expenses when due and

further agree to pay all taxes and assessments thereon general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay discharge, or remove, any and all liens (except a First Mortgage or Deed of Trust) which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or her successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear interest at the rate of 18% per annum, or at the then highest contract rate of interest then legally collectible in Tennessee from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay their prorata share of common expenses aforesaid when due, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any payment thereof, or interest thereon, is not paid promptly when due, or if, failing to pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson county, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equitable and statutory right of redemption, homestead, dower, spouse's elective share and all other exemptions of every kind, which are hereby expressly waived; but subject to an existing first mortgage deed of trust; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein

conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

(c) MORTGAGE AND DEED OF TRUST PROTECTION. The lien for common expenses payable by a unit owner shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such unit owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This subparagraph (c) shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

12. ENCROACHMENTS. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building, or any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, a unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

13. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables (television, communication or otherwise), wires, conduits, public utility lines and other common elements which service such other units and are located in such unit. The Board of Managers shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

14. UNITS SUBJECT TO MASTER DEED. All present and future co-owners and tenants of

units shall be subject to and shall comply with the provisions of this Master Deed and all restrictions, rules and conditions in the By-Laws are incorporated herein and become a part of this Master Deed by reference. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of a unit or entering into occupancy of a unit, shall constitute an agreement that the provisions of this Master Deed and such By-Law provisions are accepted and ratified by each co-owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

15. UNITS SUBJECT TO BY-LAWS AND RULES AND REGULATIONS. All present and future co-owners, tenants and occupants of a unit shall be subject to, and shall comply with, the provision of the By-Laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, §66-27-111, et. seq., as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a unit, or the entering into occupancy of any unit shall constitute an agreement that the provisions of the said By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

16. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty-seven (67%) percent of the total then existing apartments in the Horizontal Property Regime, which deed shall be recorded in the Register's Office for Davidson County, Tennessee.

17. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

16. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or described the scope of this Master Deed nor the intent of any provision hereof.

17. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

18. REQUIREMENTS OF METROPOLITAN GOVERNMENT CONCERNING OPEN SPACE.

Any common open space established by an adopted Final Master Development Plan for a condominium development shall be subject to the following:

(a) The Metropolitan Planning Commission and the Metropolitan City Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said dedication be approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the Condominium Development fail to maintain the common open space in reasonable order and condition in accordance with the adopted Master Development Plan, the Zoning Administrator may serve written notice upon such organization and/or the owners or residents of the Condominium Development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the Zoning Administrator shall call upon any public or private agency to maintain the common open space for a period of one year. When the Zoning Administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for yearly periods.

(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the Development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

IN WITNESS WHEREOF, the DEVELOPER has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 16th day of October 2007.

HAURY AND SMITH CONTRACTORS, INC.

By: _____

Attest by:

_____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Wayne Morris with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President of Haury and Smith Contractors, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 16 day of October 2007.

Gail Pigg
NOTARY PUBLIC

GAIL PIGG
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN
My Comm. Exp. May 24, 2008

My commission expires: May 24, 2008.

BY-LAWS

OF

TEN TEN ON THE ROW CONDOMINIUMS

(A Horizontal Property Regime)

Nashville, Davidson County, Tennessee

ARTICLE I

SECTION 1. Unit Ownership. The property located and fronting on 1010 16th Avenue South, Nashville, Davidson County, Tennessee, has been submitted to the provisions of Chapter 27 of Title 66 of Tennessee Code Annotated by a Master Deed recorded in the Register's Office of Davidson County, Tennessee, simultaneously herewith, to which these By-Laws are appended to and recorded with, and shall hereinafter be known as TEN TEN ON THE ROW CONDOMINIUMS (hereinafter called the "Condominiums").

SECTION 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the property of the Condominiums and to the use and occupancy thereof. The term "Property" as used herein, shall include the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, all of which are submitted to the provisions of said Chapter 27 of Title 66 of Tennessee Code Annotated.

SECTION 3. Application. These By-Laws and each change made in accordance herewith and pursuant to Tennessee Code Annotated, §66-27-111 and §66-27-112, are and shall be covenants running with each unit and binding on each successive co-owner, lessee or mortgagee of each unit in the Condominium. All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations. The acceptance, whether from Developer or a co-owner, of a deed or conveyance, or mortgage, or the entering into of a lease with the Developer or a co-owner, or the act of occupancy of an unit shall constitute a covenant and an agreement by the grantee, conveyee, mortgagee, lessee or occupant that these By-Laws, the Rules and Regulations and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with, and further, that he will make the provisions herein known to any subsequent purchaser, lessee or mortgagee.

SECTION 4. Office. The office of the Condominiums and of the Board of Managers shall be located at 2033 Richard Jones Road, Nashville, Davidson County, Tennessee 37215, or at such other location as the Board of Managers may from time to time designate.

ARTICLE II

Board of Managers

SECTION 1. Number and Qualifications. The affairs of the Condominiums shall be governed by a Board of Managers. Until four (4) months from the time that seventy-five (75%) percent of the units have been conveyed to purchasers of the Condominiums, or until thirty-six (36) months from the date of the conveyance of the first unit, whichever event occurs first, and thereafter until their successors shall have been elected by the co-owners, the initial Board of Managers shall consist of Reese L. Smith, III or his successor as President of Haury and Smith Contractors, Inc., and two other co-owners designated by Developer. Reese L. Smith, III and the other members of the Board of Managers appointed by Developer, shall each have one vote in determining matters by the Board of Managers. Thereafter, the Board of Managers shall be composed of five (5) persons all of whom shall be owners or spouses of owners of units; or, in the case of partnership owners, shall be members or employees of such partnership; or in the case of corporate owners, shall be officers, stockholders or employees of such corporation; or employees of such fiduciaries.

SECTION 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the condominiums and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the co-owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common elements in accordance with the other provisions of these By-Laws.

(b) The granting of permits, licenses and easements over the Common Area as deemed necessary by the Board for utilities, roads and other purposes reasonably necessary for the proper maintenance or operation of the condominium project.

(c) Determination of the common expenses in accordance with the Master Deed and By-Laws which are required for the affairs of the condominiums including, without limitation, the operation and maintenance of the property.

(d) Collection of the common charges from the co-owners.

(e) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(f) Adoption and amendments of rules and regulations covering the details of the operation and use of the property.

(g) Opening of bank accounts on behalf of the Condominiums and designating the signatories required therefor.

(h) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Board of

Managers.

(i) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all co-owners.

(j) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with units acquired by, and subleasing units leased by, the Board of Managers or its designee, corporate or otherwise, on behalf of all co-owners.

(k) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of units on behalf of all co-owners.

(l) Enforcement of the obligations of all co-owners established in the Master Deed and these By-laws and enforcement of compliance of all co-owners with the Rules and Regulations of the Association.

(m) Obtaining of insurance for the property, including the units, pursuant to the provisions of Article V, Section 2, hereof.

(n) Making of repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

SECTION 3. Managing Agent and Manager. For a period of three (3) years after the Board of Managers has been completely elected by the co-owners, the Developer; or its assignee, shall continue as exclusive managing agent and/or manager and shall be entitled to reasonable compensation therefor; provided, however, either the Developer or the Association may terminate this agreement without cause and without payment of a termination fee on ninety (90) days written notice. Thereafter, the Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, the duties listed in subdivision (a), (d), (e), (l), (m), and (n) of Section 2 of this Article II. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (c), (f), (g), (h), (i) and (j) of Section 2 of this Article II. A member of the Board of Managers may be Manager and/or Managing Agent. The fee charged by the Developer, with regard to maintenance, management, repair, administration and operation of the property, shall be in keeping with customary charges in Davidson County, such fee to be above actual costs expended by Developer.

SECTION 4. Election and Term of Office. The first Board of Managers after the initial Board ceases management shall be elected at the first meeting of co-owners, or, at the option of the initial Board, may be elected by ballots mailed to each co-owner at least twenty-five (25) days prior to the first meeting. The first ballot shall seek nominations of seven (7) individuals for said Board. The second ballot shall constitute the actual vote based on the nominations and those individuals having the greatest number of votes, along with the other two individuals designated

in Section I of this Article, shall constitute the board of Managers. If elected by ballot, the ballots shall be mailed to each co-owner at the unit owned by him of record, and the results of said ballot shall be announced at the at the first meeting of co-owners. The term of office of two (2) members of the Board of Managers shall be fixed at one (1) year, the term of office of one (1) member of the Board of Managers shall be fixed at three (3) years, and the term of office of two (2) members of the Board of Managers shall be fixed at two (2) years. At the expiration of the initial term of office of each respective member of the Board of Managers, his successors shall be elected to serve for a term of three (3) years. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the co-owners.

SECTION 5. Removal of Members of the Board of Managers. After the term of office of the initial Board of Managers shall have terminated, as provided in Section 1 of this Article II, at any regular or special meeting of the co-owners, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the co-owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed to any assembly of co-owners shall be given an opportunity to be heard at the hearing.

SECTION 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by the co-owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the co-owners.

SECTION 7. Organization Meeting. The first meeting of the members of the Board of Managers following the annual meeting of the co-owners shall be held within thirty (30) days thereafter, at such time and place as shall be fixed by the co-owners at the meeting at which such Board of Managers shall have been elected.

SECTION 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) days (excluding Saturday, Sundays and bank holidays recognized in Nashville, Tennessee), prior to the day named for such meeting.

SECTION 9. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail, hand delivery or e-mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

SECTION 10. Waiver of Notice. Any member of the Board of Managers may, at any time, waive notice of any meeting of the Board of Managers in writing, and such waiver shall be

deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board or execution of the minutes thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

SECTION 12. Fidelity Bonds. The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominiums handling or responsible for Condominiums' funds. The premiums of such bonds shall constitute a common expense. Such fidelity bonds shall also be required for the employees and officers of any management company who is responsible for the handling of funds of the association.

SECTION 13. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the co-owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The co-owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominiums unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominiums. It is also intended that the liability of any co-owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder, as his interest in the common elements bears to the interest of all the co-owners in the common elements. Every agreement made by the Board of Managers or by the managing agent or by the Manager on behalf of the Condominiums shall provide that the members of the Board of Managers or the managing agent, or the Manager, as the case may be, are acting only as agents for the council of co-owners and shall have no personal liability thereunder (except as co-owners), and that each co-owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all co-owners in the common elements.

SECTION 14. Rules and Regulations. The rules and regulations attached to these By-Laws as Exhibit "1" shall be the rules and regulations relating to the use and occupancy until such time as a majority of the Board of Managers, pursuant to the power stated in Section 2(f) of Article II hereof, shall amend them or adopt new ones.

SECTION 15. Declaration of Default. Should a majority of the Board of Managers determine that any co-owner is in default in the performance of any of co-owner's obligations contained in the Master Deed or these By-Laws, or if such co-owner should be in violation of any of the same

or the Rules and Regulations established by the Board of Managers, then the Secretary of the Board of Managers shall send written notice of such default to such co-owner, and if such default is not cured to the satisfaction of such Secretary within a reasonable time (not in excess of two weeks from the date of sending notice), then the Secretary shall proceed to enforce the remedies given herein and in the Master Deed and by statute.

SECTION 16. Developer as Manager. The Developer or its designee may be employed as Manager or Managing Agent, and as such, shall be entitled to any profit which it may earn from its management and operation of the Condominiums, as long as said profit is reasonable.

ARTICLE III

SECTION 1. Annual Meetings. Four months from the time seventy-five (75%) percent of the units have been conveyed, or thirty-six (36) months from the date of conveyance of the first unit, whichever event occurs first, the initial Board of Managers shall notify all co-owners, and a meeting of the co-owners shall be held within thirty (30) days thereafter on a call issued by the President. Thereafter, the annual meetings of the co-owners shall be held during the first fifteen (15) days of March of each succeeding year, excluding Saturdays and Sundays. At such meetings, the members of the Board of Managers to be elected shall be elected by ballot of the co-owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The co-owners may transact such other business at such meetings as may properly come before them.

SECTION 2. Place of Meetings. Meetings of the co-owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the co-owners as may be designated by the Board of Managers.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by co-owners representing at least twenty-five (25%) percent of the total then existing units in the Horizontal Property Regime. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail, or cause to be delivered, a written notice of each annual or special meeting of the co-owners, at least ten but not more than twenty (20) days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each co-owner of record, at the building or at such other address as such co-owner shall have designated by notice in writing to the Secretary. The mailing or delivery of such notice of meeting in the manner provided in this Section shall be considered service of notice.

SECTION 5. Adjournment of Meetings. If any meetings of co-owners cannot be held because a quorum has not attended, a majority of the co-owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time approved by a majority of those then present.

SECTION 6. Order of Business. The order of business at all meetings of the co-owners shall be as follows:

(a) Roll call;

(b) Proof of notice of meeting;

(c) Reading of minutes of preceding meeting;

(d) Reports of Officers;

(e) Reports of Board of Managers;

(f) Reports of Committees;

(g) Election of member of the Board of Managers (when so required);

(h) Unfinished business; and

(i) New business.

SECTION 7. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

SECTION 8. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of co-owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the co-owner or co-owners so designating. Any or all of such co-owners may be present at any meeting of the co-owners and (those constituting a group acting unanimously), may vote or take any other action as a co-owner either in person or by proxy. Each co-owner (including the Developer, if the Developer shall then own one or more units) shall be entitled to cast one vote at all meetings of the co-owners for each unit owned. A fiduciary shall be the voting member with respect to any unit owned in a fiduciary capacity. It is clearly understood that there shall be only one vote for each unit.

SECTION 9. Majority of Co-owners. As used in these By-Laws, the term "majority of co-owners" shall mean those co-owners present in person or by proxy and voting at any meeting of the co-owners determined in accordance with the provisions of Section 8 of this Article III.

SECTION 10. Quorum. Except as otherwise provided in these By-Laws or by Tennessee Statute, the presence in person or by proxy of co-owners representing fifty-one (51%) percent of the total then existing units in the horizontal property regime shall constitute a quorum at all meetings of the co-owners.

SECTION 11. Majority Vote. The vote of a majority of the votes of the co-owners at a meeting at which a quorum shall be present shall be binding upon all co-owners for all purposes except

where the laws of the State of Tennessee relating to Horizontal Property Regimes, the Master Deed or these By-Laws require a higher percentage vote or a different method of voting. However, if the meting has been re-called, pursuant to Section 5 above, because a quorum was not present at the first meeting, a vote of the majority of those present at such meeting shall be binding upon the co-owners, except where Tennessee law requires a higher percentage; provided, however, all co-owners are provided notice of the time and place of the re-called meeting at least seven (7) days prior to such meeting.

SECTION 12. Restriction on Purchase or Lease of Units by Co-Owner and on Capital Improvements. While three (3) or more apartments are owned by the Developer without having been initially sold by him, no capital addition, extension, alteration, added improvement, modification or additional embellishment of the property shall be authorized or made by the Council of co-owners, without the prior written consent of the Developer, unless, by the unanimous vote of the Co-owners other than the Developer, the Developer is excused and saved harmless from contributing to the purchase price or rental of such unit or to the cost of such capital addition, extension, alteration, added improvement, modification or additional embellishment or any related series thereof. Nothing in the preceding sentence shall be construed to exempt any co-owner, including Developer, from contributing prorata toward the expenses of administration and of maintenance and repair of the general common elements, and, in the proper case, of the limited common elements of the building.

ARTICLE IV

Officers

SECTION 1. Designation. The principal officers of the Condominiums shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint a vice-president, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President, but no other officer, need be a member of the board of Managers. The Offices of Secretary and Treasurer may be held by the same person under the designation of Secretary-Treasurer.

SECTION 2. Election of Officers. The officers of the Condominiums shall be elected annually by the Board of Managers at the first meeting of each fiscal year, and shall hold office at the pleasure of the Board of Managers.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Condominiums. He shall preside at all meetings of the co-owners and of the Board of Managers. He shall have all of the powers and perform those duties vested in him by the Board of Managers.

SECTION 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the

President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall perform such other duties as the Board of Managers shall impose upon him and such functions as are generally performed by a Secretary of a business corporation.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping in chronological order, full and accurate financial records and books of account showing all receipts and disbursements affecting the building, or buildings, if more than one, and their administration and specifying the maintenance and repair expense of the common elements and any other expenses incurred and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the Office of Treasurer of a stock corporation and perform such other duties as the Board of Managers shall impose upon him, and such other functions as are generally performed by a Treasurer of a business organization.

SECTION 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominiums shall be executed by any two officers of the Condominiums or by such other person or persons as may be designated by the Board of Managers.

ARTICLE V

Operation of the Property

SECTION 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominiums, determine the amount of the common charges payable by the co-owners to meet the expenses of administration and of maintenance and repair of the general common elements, and, in the proper case, of the limited common elements of the property, and any other expenses lawfully agreed upon; and the Board of Managers shall allocate and assess such common charges among the co-owners according to their percentage interest of ownership in the condominium regime. The Board may determine different allocations. The allocations shall be applied uniformly to all owners of like situations. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance Trustee, or, at the option of the Board, the insurance may be billed individually, apart from the monthly common expenses. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the property, including, without limitation, an

amount for working capital of the Condominiums, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Managers shall advise all co-owners, promptly in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all co-owners and their mortgagees.

SECTION 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) replacement cost fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire building, but excluding additions to units and decorating of the unit by the co-owners and all furniture, furnishings and other personalty of the co-owners, together with all other common elements, including central service equipment, and other service machinery contained therein and covering the interests of the Condominiums, the Board of Managers and the Council of Co-owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the building and common elements, without deduction for depreciation. Each of such policies shall contain a Tennessee standard mortgagee clause in favor of each mortgagee of a unit which will provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; such insurance polices shall contain a standard deductible clause of not less than $I00.00 or more than $I,000.00 for each occurrence; (2) rent insurance covering the rents of the units or other areas owned by the council of Co-owners and which are rented, if any; (3) Workmen's Compensation insurance, if applicable; (4) boiler and machinery insurance as the Board of Managers may determine, including fidelity bonds (see Section 12 of Article II). All such polices shall provide that adjustments of loss shall be made by the Board of Managers, and that the net proceeds thereof, if $50,000.00 or less, shall be payable to the Board of Managers and if more than $50,000.00, the net proceeds shall be payable to the Insurance Trustee, as designated by the Board of Managers. It is clearly understood, however, that the insurance Trustee is an escrow agent only and will make disbursements as directed by the Board of Managers. Nothing contained herein shall be construed to prevent the Board of Managers from serving as Insurance Trustee. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all certificates or policies of physical damage insurance or all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten (10) days prior to expiration of the then current policies.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each co-owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Co-owners shall not be prohibited from carrying other insurance for their own benefit provided that all such polices shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or

diminished by reason of any such additional insurance carried by any co-owner.

SECTION 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any building as a result of fire or other casualty (unless more than 2/3rds of all units require reconstruction), the Board of Managers shall, as it in its sole and absolute discretion determine and without intervention of any co-owner, arrange for the prompt repair and restoration of the Building, or other common elements substantially in accordance with the original plans and specifications and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance polices to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the Board of Managers may assess all the co-owners directly affected by the damage for such deficit as part of the common charges.

The Board or Insurance Trustee shall not be responsible for the repair, replacement or restoration of any improvements, wall, ceiling, or floor decorations or furniture, furnishing, fixtures, appliances or equipment installed in the apartment by an apartment owner unless insurance therefor is specifically provided in the insurance policy provided by the Board.

If two-thirds (2/3) or more of all units are destroyed, the property shall be sold; in which event the net proceeds of the sale, together with the net proceeds of insurance policies, shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the co-owners in proportion to their respective common interests, after paying out of the share of each co-owner the amount of any unpaid liens on his unit, in the order of priority of such liens. If there shall have been a repair or restoration pursuant to the first paragraph of Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among the co-owners in the same manner.

Each apartment owner shall be responsible for obtaining his own insurance on the contents of his own unit and the Limited Common Elements serving his unit, as well as his additions and improvements thereto, decorating, furnishings, fixtures, and personal property therein, and personal property stored elsewhere on the property. In addition, in the event a unit owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the unit owners as part of the common expenses, as above provided, said apartment owner may, at his option and expense, obtain additional insurance.

SECTION 4. (a) Payment of Common Charges. All co-owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Managers shall determine. No co-owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Article VII of these By-Laws) of such unit, together with the appurtenant interests as defined in Section 3 of Article VII. Pursuant to the remedies provided in the mortgage or foreclosure of the mortgagee will not be liable for such apartment's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee. The Developer is

exempt from payment of common charges until the construction of any unit is complete and occupied.

SECTION 4. (b) Mortgage and Deed of Trust Protection. The lien for assessments payable by unit owner shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of said unit owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date which the mortgagee or beneficiary thereunder either takes possession of the unit encumbered thereby, accepts the conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This sub-paragraph (b) shall not be amended, changed, modified or rescinded without the written consent of all mortgagees and beneficiaries of record.

SECTION 5. Collection of Assessments. The Board of Managers shall assess common charges against the co-owners from time to time and at least annually and shall take prompt action to collect any common charge due from any co-owner which remains unpaid for more than thirty (30) days from the date of payment thereof. Said common charges shall be payable monthly at the discretion of the Board.

SECTION 6. Default in Payment of Common Charges. In the event of default by any co-owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such co-owner shall be obligated to pay interest at the maximum legal rate of such common charges from the due date thereof, together with all expenses, late charges as established by the Board of Managers, and attorney's fees incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges together with interest thereon, reasonable late charges and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such co-owner, or by foreclosure of the lien on such unit granted by Section 66-27-116 of Tennessee Code Annotated, or both.

SECTION 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a unit because of unpaid common charges, the co-owner shall be required to pay a reasonable rental, but not less than fifty ($50.00) Dollars per diem rent, from the date of the commencement of the foreclosure action for the use of his unit, and the complainant in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of the Council of Co-owners, shall have the power to purchase such unit unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION 8. Statement of Common Charges. The Board of Managers shall promptly provide any co-owner so requesting the same in writing, with a written statement of all unpaid common charges due from such co-owner.

SECTION 9. Abatement and Enjoinment of Violations by Co-Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Laws contained herein, or the breach of any provision of the Master Deed, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or

as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting co-owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. In the event of such legal proceedings all costs and reasonable attorneys fees shall be paid by co-owner.

SECTION 10. Maintenance and Repair. Except as provided in Section 3 hereof: (a) All maintenance of and repairs to any unit, structural or non-structural, ordinary or extra-ordinary, (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit), shall be made by the owner of such units. Each co-owner shall be responsible for all damages to any and all other units and/or to the common elements, that his failure so to maintain and repair his unit may engender. Each unit owner shall be under a duty to report to the Board of Managers any condition with regard to the common elements within or adjacent to his unit, which requires maintenance or repair. The Board of Managers may make any repairs and maintain any co-owner's unit and charge the costs of the same to the affected co-owner or co-owners.

(b) All maintenance, repairs and for replacements to the common elements, whether located inside or outside of the units, (unless necessitated by the negligence, misuse or neglect of a co-owner, in which case such expense shall be charged to such co-owner), shall be made by the Board of Managers and be charged to all the co-owners as a common expense.

(c) All maintenance, repairs and replacements to any limited common elements identified on the plat of record or the Master Deed (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of any owner of the abutting unit or by any agent, invitee, contractor or guest of any such owner) shall be made by the Board of Managers and be charged to the co-owners who abut such limited common element or who are directly affected by such limited common element, as a common expense allocable to such co-owners alone, unless already paid for by such affected co-owners.

SECTION 11. Patios, Balconies and Parking Spaces. A patio, balcony, or parking spaces to which a unit has sole access, shall be for the exclusive use of the owner of said unit. The same shall be kept free and clean of debris by the owner of such unit who shall also make all repairs thereto in accordance with Section 10 hereof. Said patio, balcony, or parking space shall be kept neat and clean at all times and no junk, equipment, or other unsightly items shall be permitted to accumulate thereon. No items of any kind shall be hung from the balconies. In the event the unit owner fails to maintain his patio, balcony, or parking space in a neat, orderly and sightly condition at all times, the Board of Managers may cause some to be maintained and charge the expense of said maintenance to the unit owner.

SECTION 12. Restrictions on Use of Units. In order to provide for congenial occupancy of the property and for the protection of the values of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

(a) Each of the 28 residential units shall be used for single family residences only. The commercial unit shall be used only for a lawful commercial purpose permitted by the zoning authorities.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units.

(c) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the property, shall be complied with.

(e) No portion of a unit (other than the entire unit) may be rented, and no transient tenants may be accommodated therein.

(f) No sale of any kind shall be conducted in the living units except to sell the personal effects of a deceased co-owner or tenant or his or her spouse; provided, however, that such permitted sale shall be conducted for no longer than two consecutive days and between the hours of 9:00 a.m. and 5:00 p.m. Nothing contained herein shall be construed to prohibit normal and customary sales related to the business operated in commercial unit G-29 or to the hours of his operation.

SECTION 13. Addition, Alterations or Improvements by Board of Managers. Whenever in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements, and the making of such additions, alterations or improvements, shall have been approved, by a majority of the co-owners where necessary under these By-Laws, and the provisions of Section 12 of Article III hereof having been complied with, the Board of Managers shall proceed with such additions, alterations, or improvements and shall assess all co-owners for the cost thereof as a common charge.

SECTION 14. Additions, Alteration or Improvements by Co-Owners. Any additions, alterations or improvements in or to his unit shall not be made by any co-owner without the prior written consent thereto of the Board of Managers. A lien for labor or materials shall attach to such co-owner's interest in the Condominiums and not the Condominiums as a whole. The Board of Managers shall have the obligation to answer any written request by the co-owner for approval of a proposed structural addition, alteration or improvement in such co-owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the Government of Nashville, Davidson County, Tennessee, or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Managers only, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor 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. The provisions of this Section 14 shall not apply to units owned by the Developer until such unit shall have been initially sold by the Developer and paid for.

SECTION 15. Use of Common Elements and Facilities. (a) A co-owner shall not place or

cause to be placed in the common areas or common facilities, other than the areas designated by the Board of Managers, any furniture, packages or objects of any kind, except with the written consent of the Board of Managers or their agent. At no time shall the elevator be used for storage or transportation of personal items other than as directed by the Board of Managers or for moving purposes without the use of proper freight pads. The common corridors shall be used for no other purpose than as a passageway and no items may be placed therein without the approval of the Board of Managers.

(b) Any limited common elements, which have been designated as such herein, in the Master Deed or Plat of record, shall be used only by that or those units which abut directly thereon or by the unit to which they have been assigned and the use thereof shall be limited only to that to which the same are reasonably suited and which are incident to the use and occupancy of such abutting units or as otherwise restricted herein or on the Plat of record or the Master Deed.

SECTION 16. Right of Access. Each co-owner shall grant a right of access to his unit to the Manager and/or the Managing Agent and/or any other person authorized by the Board of Managers, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating or existing in his unit or threatening another unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance, and that such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the co-owner is present at the time or not.

SECTION 17. Rules of Conduct. Rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Managers to each co-owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Exhibit "One".

SECTION 18. Electricity, Water and Sewer Charges. Electricity serving the units shall be provided by separate meters to those units and paid by the owner of each unit on an individual basis. Electricity serving the common elements shall be paid by the co-owners as a common charge and included in their common expenses.

SECTION 19. Special Assessments. In addition to the other common charges authorized herein, if either fifty-one (51%) percent of the co-owners with the concurrence of the Board of Managers or eighty (80%) percent or more without Board approval, decide upon and vote for the construction of additional common facilities, or the alteration, remodeling, demolition or removal of existing common facilities from time to time, then the cost of said construction, et cetera, shall be financed by increasing the common charges paid by all co-owners upon the same basis as other common charges are paid and such increased common charges shall be paid monthly over a term of years if satisfactory financing can be obtained.

ARTICLE VI

Mortgages

SECTION 1. Notice to Board of Managers. A co-owner who mortgages his unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

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

SECTION 3. Notice of Default. The Board of Managers, when giving notice to a co-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 theretofore been furnished to the Board of Managers.

SECTION 4. Examination of Books. Each co-owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at a reasonable time, on business days, but not more than once a month. Annual financial statements, By-Laws, Declaration and other rules affecting the Condominiums unit will be made available to each co-owner and mortgagee upon request.

ARTICLE VII

Sales, Occupancy, Lease and Mortgages of Units

SECTION 1. No Severance of Ownership. The interest, rights and privileges to which a co-owner is entitled by reason of the ownership of a unit are herein designated Appurtenant Interests and include, but are not limited to: An undivided interest in the common elements of the Horizontal Property Regime, the rights and privileges to use and enjoy the common elements; the interest of a co-owner in a unit or units acquired by the Board of Managers or its designee on behalf of all co-owners and the proceeds of the sale or lease thereof, if any; and the right to attend and to vote at the meetings of co-owners and the interest of a co-owner in any other assets of the Horizontal Property Regime. No co-owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all units.

SECTION 2. Leases. Any co-owner who desires to lease his unit shall furnish the name of the Lessee to the Board of Managers, along with the date the Lessee shall take possession of the

unit. The leasing co-owner shall furnish to the Lessee copies of the Master Deed, By-Laws and rules and regulations of this Horizontal Property Regime. The co-owner shall further furnish to the Board of Managers evidence of proof that the Lessee has seen the By-Laws, Master Deed and rules and regulations and a statement signed by the Lessee that he will abide by all the rules and regulations and duties and obligations therein contained. Nothing contained in this paragraph shall be construed to mean that the duties and obligations of the co-owner of the unit are in any way diminished or affected by any lease agreement he might execute. No unit may be leased or rented for a period less than one hundred eighty (180) days.

SECTION 3. Number of Occupants. No unit may be occupied for a period longer than thirty (30) days by more than four persons. The purpose of this requirement is to limit density, discourage nuisances, and to preserve health and the fair market values of the property. If this restriction should be violated, in addition to the other remedies available to the Board, the Board shall have the authority to assess a special assessment which is reasonable in light of the circumstances for each excess person occupying any such unit in order to compensate the Association and the property for increased water costs, and wear and tear upon the common elements, all as estimated by the Board in its reasonable judgment. The determination of the Board if based upon reasonable assumptions, shall be final and binding with regard to the amount of such special assessment.

SECTION 4. Transfers. A reasonable transfer fee as established by the Board of Managers, but no event less than fifty ($50.00) Dollars shall be charged each purchaser of a unit, provided, however, this fee is not applicable to the owner of a unit who first purchases from the Developer. In consideration therefor, the Board of Managers shall cause the records of the Association to be changed to reflect the name and address of the new owner and shall furnish to him a copy of the By-Laws and Rules and Regulations of the Association, along with the list of current Board Members, directory of owners, if such directory is available, and keys to any common areas where applicable. This fee shall constitute a common charge pursuant to Article V.

ARTICLE VIII

Condemnation

SECTION 1. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the common elements, the Board of Managers shall represent the co-owners in any proceedings or negotiations, settlements or agreements. The award made for such taking shall be payable to the Board of Managers for and on behalf of the council of co-owners, if such award amounts to $20,000.00 or less, and to the Insurance Trustee if such award amounts to more than $20,000.00. If a majority of the Board of Managers in their sole and absolute discretion approve the repair and restoration of such common elements, the Board of Managers shall arrange for the repair and restoration of such common elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board of Managers do not duly and promptly approve the repair and restoration of such common elements, the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage,

as provided in Section 3, of Article V of these By-Laws. In the event of a loss of more than two-thirds (2/3) of the property by eminent domain proceedings, the provisions of Article V, Section 3, shall apply.

ARTICLE IX

Records

SECTION 1. Records and Audits. The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers and Managing Agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the co-owners, and financial records and books of account of the Condominiums, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominiums shall be rendered by the Board of Managers to all co-owners at least annually. In addition, an annual report of the receipts and expenditures of the Condominiums shall be rendered by the Board of Managers to all co-owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

SECTION 1. Notices. All United States mail notices hereunder shall be sent by registered or certified mail to the Board of Managers c/o the Managing Agent, or if there be no Managing Agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time by notice in writing to all co-owners and to all mortgagees of Units. All notices to any co-owner shall be sent by registered or certified United States mail to the building or to such other address as may have been designated by him from time to time. Such designated address must have been sent by the co-owner in writing, to the Board of Managers. All notices to mortgagees of Units shall be sent by registered or certified United States mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given when received.

SECTION 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

SECTION 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

SECTION 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 5. Waiver. No restrictions, condition, obligations or provision contained in these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

SECTION 6. Insurance Trustee. The Insurance Trustee shall be designated by the Board of Managers. Nothing contained in these By-Laws shall be construed as prohibiting the Board of Managers from serving as Insurance Trustee, or it may, at its discretion, designate a corporate Trustee. The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Condominiums.

SECTION 7. Proxy. Any act or approval in writing shall be binding upon the person approving same.

ARTICLE XI

Amendment to By-Laws

SECTION 1. Amendment to By-Laws. These By-Laws may be modified or amended by the written consent or vote of sixty-seven (67%) percent of all co-owners of the then existing Units in the Condominiums as based upon one vote per unit. However, due to the importance of proper repair and maintenance of Condominium properties to both the Developer and co-owners and the mutual benefits to both parties arising therefrom, the contractual rights set forth in Article II, Section 3, relating to the Developer as Exclusive Agent are not subject to modification or amendment, except for legal cause shown.

ARTICLE XII

Conflicts

SECTION 1. Conflicts. These By-Laws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the By-Laws to control in specific situations where such law allows. In case any of these By-Laws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control. Terms which are not defined in the Master Deed and the Plan of record or in these By-Laws shall be deemed to be the same as defined in such Act.

ARTICLE XIII

Further Assurances To Mortgagees

As further assurances to mortgagees, the following shall be deemed a part of these By-Laws:

1. Except as provided by statute in case of condemnation or substantial loss to the units

and/or common elements of the Condominiums project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the Condominium Homeowners Association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the Condominium project;

(b) change the prorata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the prorata share of ownership of each condominium unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause); and

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

2. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

3. No provision of these By-Laws or the Master Deed is intended to give a Condominium unit owner, or any other party, priority over any rights of the first mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

4. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

5. A first mortgagee, upon request, will be entitled to written notification from the Homeowners Association of any default in the performance by the individual unit Borrower of any obligation under the condominium documents which is not cured within sixty (60) days.

6. The first mortgagee shall also be entitled to timely notice of any condemnation loss or casualty loss which affects a material portion of the project or of the unit secured by mortgage in favor of said first mortgagee. A first mortgagee shall likewise be entitled to notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association, as well as any proposed action that requires the consent of a specified percentage of mortgage holders.

EXHIBIT "I"

Schedule A

RULES AND REGULATIONS FOR TEN TEN ON THE ROW CONDOMINIUMS NASHVILLE, DAVIDSON COUNTY, TENNESSEE

ONE. The elevator, stairwells, entrances, corridors, common drives and lobby of the building shall not be obstructed or used for any other purpose than ingress to and egress from the units in the buildings. No plants, flowers, chairs or other items of any nature shall be placed thereon without the permission of the Board of Managers.

TWO. Nothing shall be hung or shaken from the doors, windows, or balconies, or placed upon the window sills of the buildings without the written consent of the Board of Managers, or Managing Agent or the Manager.

THREE. Children shall not play in any of the common areas. There is no play or recreation area designated for children in the Ten Ten On The Row development.

FOUR. No exterior of any building shall be decorated or furnished by any unit unit owner in any manner.

FIVE. Each unit owner shall keep his unit, his designated parking space and any balcony to which he has sole access in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or balconies thereof, any dirt or other substance. Said balcony, and parking space shall always be maintained in an attractive and sightly manner.

SIX. No awning or radio or television aerial shall be attached to or hung from the exterior of the building or balconies or attached to the roof and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any of the buildings, except such as shall have been approved in writing by the Board of Managers or the Managing Agent or the Manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the Managing Agent or the Manager; nor shall anything be projected from any window or any of the buildings without similar approval; provided, however, the commercial unit G-29 shall be permitted to have an awning and/or identification sign conforming to all applicable binding codes and ordinances.

SEVEN. Refuse from the units shall be placed in containers in such places and at such times and in such manner as the Board of Managers or the Managing Agent or the Manager may direct.

EIGHT. Toilets, drains, disposals and other water apparatus in any unit shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other article be thrown into the same. Any damage resulting from misuse of any of the same or other water apparatus in a unit shall be repaired and paid for by the owner of such unit.

NINE. No occupant of any building shall send any employee of the Board of Managers or of the Managing Agent out of any building on any private business.

TEN. The agents of the Board of Managers or the Managing Agent and any contractor or workman authorized by the Board of Managers or the Managing Agent or the Manager, may enter any room or unit in any building at any reasonable hour of the day for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

ELEVEN. No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent ingress and egress to and from the building; nor shall any vehicle be parked so as to impede access to any parking space.

TWELVE. Complaints regarding the service of the building shall be made in writing to the Board of Managers or to the Managing Agent or to the Manager.

THIRTEEN. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

FOURTEEN. Owners of living units shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their units.

FIFTEEN. No balcony or parking space shall be enclosed, decorated, landscaped or covered by any awning or otherwise without the consent in writing of the Board of Managers or the managing agent or the manager.

SIXTEEN. The Board of Managers reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the Condominium, and for securing the comfort and convenience of co-owners and/or tenants, including, but not limited to, the rules and regulations concerning the use of common drives and parking areas, and said rules and regulations shall be considered a part of the By-Laws.

SEVENTEEN. No more than one (1) dog or one (1) cat may be kept or maintained in any unit. However, any such pet must be kept in strict accordance with the rules and regulations relating to household pets which from time to time may be adopted or approved by the Board. Further, no pet may be kept on the premises or in any unit which constitutes a nuisance to others. Constant barking whether inside or outside the unit shall be deemed a nuisance. No pet may weigh more than 25 pounds. No other pets may be kept in any unit or in any common or limited common area without Board approval other than fish in an aquarium maintained inside a unit. Each co-owner shall be responsible for the immediate removal of

any waste or excretion left by the pet on any common or limited common area.

EIGHTEEN. No unit owner or resident shall allow any camper, van, inoperable vehicle, boat, recreational vehicle, unlicensed vehicle, bus, trailer, commercial vehicle or other similar vehicle owned by him or placed in his care and responsibility by a guest, visitor or other person, to be parked within the driveways and parking areas of TEN TEN ON THE ROW CONDOMINIUMS, (except that commercial vehicles which have no more than four wheels and which are used on a regular basis are permitted). Vehicles parked in violation of this rule will be towed, at owner's expense, when owners fail to move vehicles or equipment within twenty-four (24) hours after written notice. No camper, boat, or trailer shall be brought on to the premises of Ten Ten On The Row Condominiums; any motorcycle or van must be parked in the parking area assigned to the co-owner.

NINETEEN. The violation of any of these Rules and Regulations by any co-owner shall result in the Managing Agent or Manager having the right and option to enter upon such co-owner's unit or limited common element and to remove or change any condition causing or resulting in such violation and to correct such violation. Any such entry, removal or change shall be deemed to be with the consent of such co-owners or the party in possession thereof, and such Managing Agent or Manager, or the Board of Managers shall not be liable for trespass, conversion or any action based upon any such entry, removal or change, made upon reasonable cause that such violation existed.

IN WITNESS WHEREOF, the DEVELOPER has executed this By-Law at Nashville, Davidson County, Tennessee, on this 16th day of October 2007.

HAURY AND SMITH CONTRACTORS, INC.

By: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Wayne Morrison 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 Vice President of HAURY AND SMITH CONTRACTORS, INC., the within named bargainor, a corporation, and that he executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Wayne Morrison as Vice President.

WITNESS my hand and seal at office in Nashville, Tennessee, this 11th day of October, 2007.

Gail Pigg
NOTARY PUBLIC

GAIL PIGG
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TN
My Comm. Exp. May 24, 2008

My commission expires: May 24, 2008.

EXHIBIT "A"

LAND DESCRIPTION OF
TAX MAP 105.01-0-101.00

Beginning at an iron rod new with Gresham Smith and Partners (GS&P) cap common with Cynthia C. Pappas deed instrument number 200310090149959 in the east right of way line of 16 th Avenue South, being located 150' plus or minus southwest of the point of intersection of the east right of way line of 16 th Avenue with the south right of way line of Grand Avenue;

Thence leaving the right of way line of 16 th Avenue with the line of Pappas South 82 degrees 28 minutes 50 seconds East 148.38 feet to an iron rod new with GS&P cap in the west right of line of a 12.50 feet alley;

Thence leaving the line of Pappas with the west right of way line of a 12.50 feet alley South 09 degrees 12 minutes 28 seconds West 100.23 feet to an iron rod new with GS&P cap common corner with Kenneth E. Payne deed book 5511 page 292;

Thence leaving the right of way line of 16 th Avenue with the line of Payne South North 82 degrees 10 minutes 10 seconds West 147.92 feet to an iron rod new with GS&P cap in the east right of way line of 16 th Avenue;

Thence leaving the line of Payne with the east right of way line of 16 th Avenue North 82 degrees 57 minutes 03 seconds East 99.42 feet to an iron rod new with GS&P cap the point of beginning.

The described parcel contains 14,748 square feet more or less or 0.339 acres more or less.

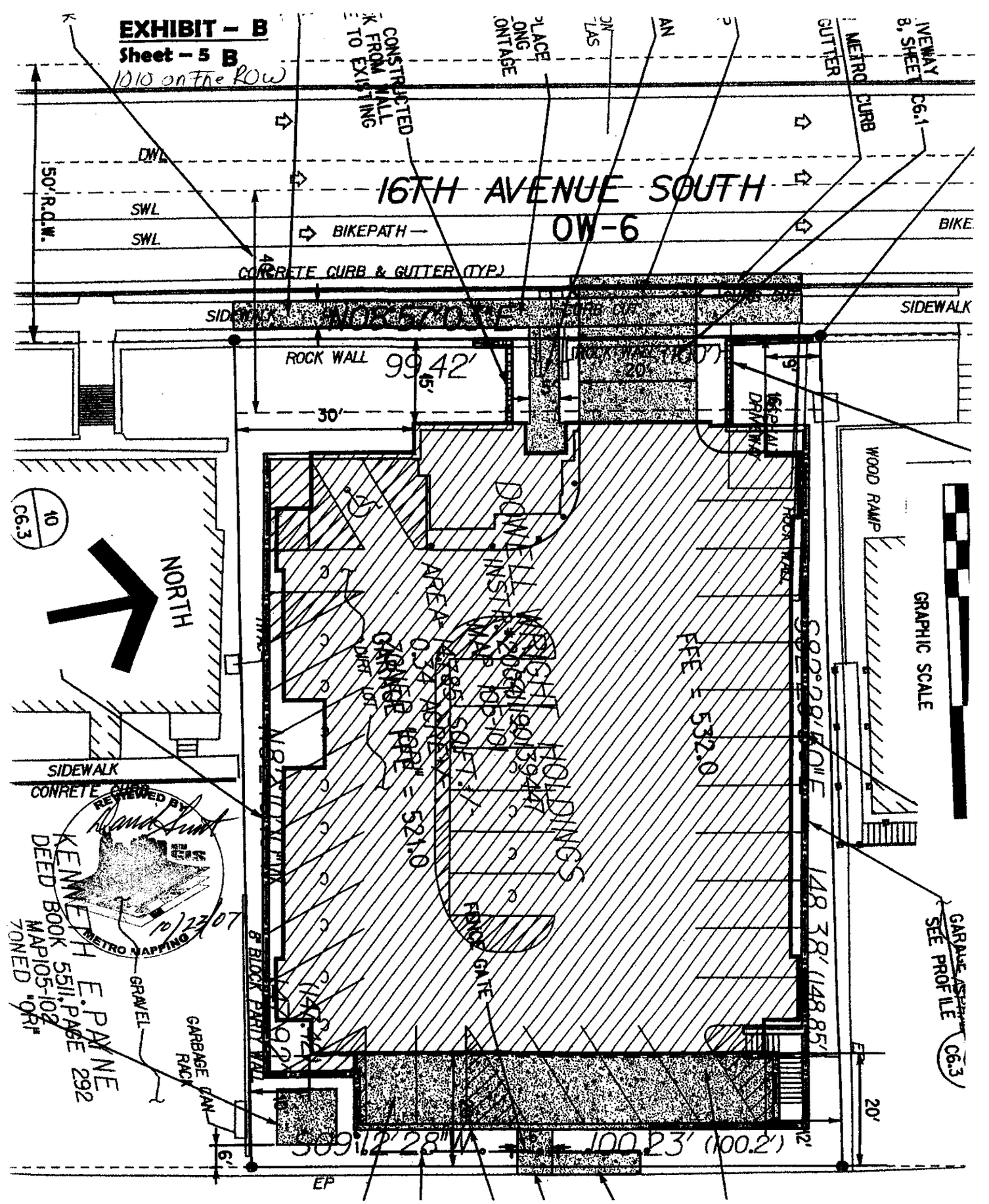
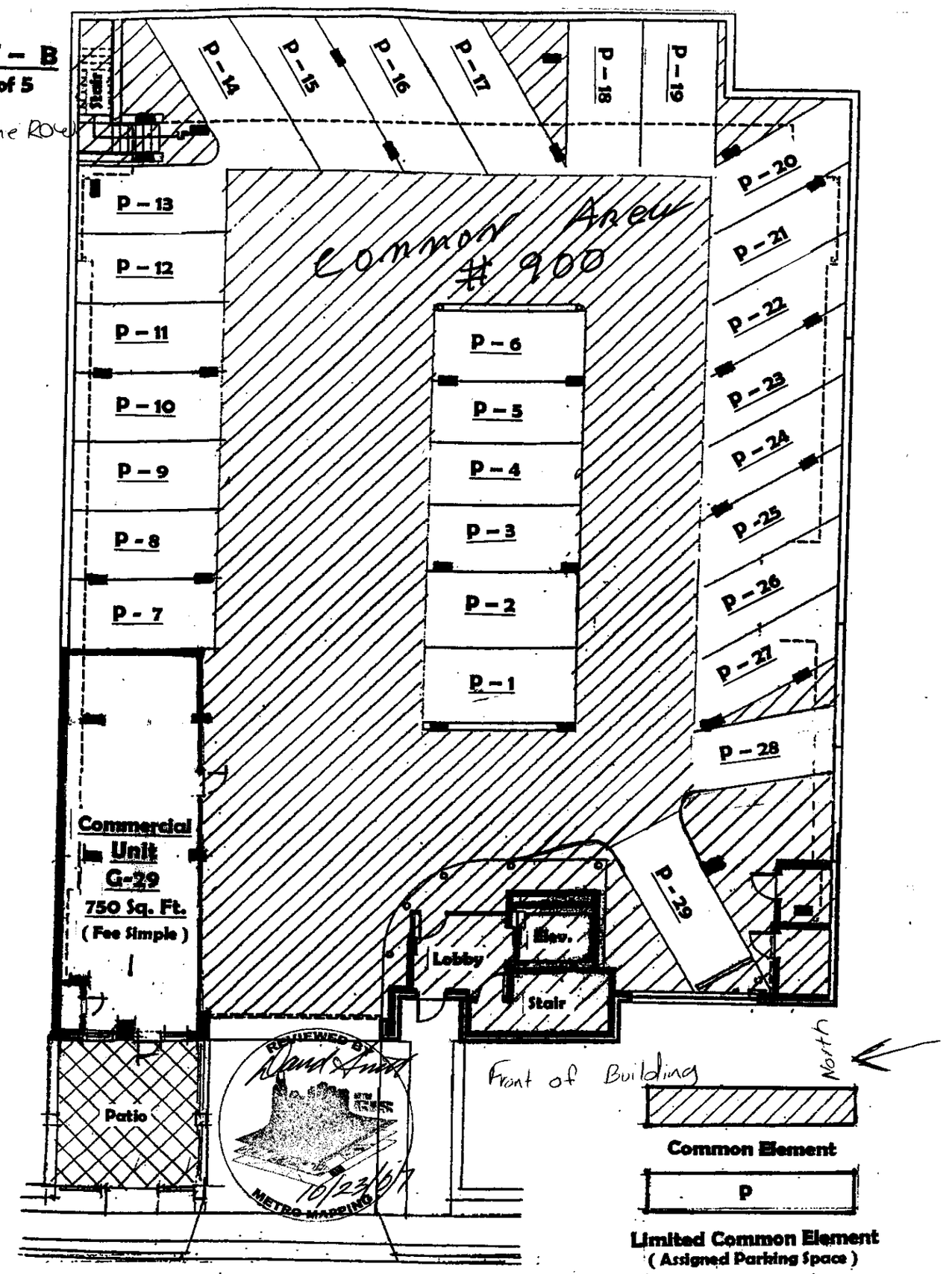

EXHIBIT – B
Sheet – 5 B
1010 on The ROW
16TH AVENUE SOUTH
OW-6
50' R.O.W.
DWL
SWL
SWL
BIKEPATH
CONCRETE CURB & GUTTER (TYP.)
SIDEWALK
ROCK WALL
99.42'
30'
45'
20'
9'
WOOD RAMP
GRAPHIC SCALE
NORTH
10
C6.3
SIDEWALK
CONRETE CURB
RECEIVED BY
METRO MAPPING
10/23/07
KENNETH E. PAYNE
DEED BOOK 5511, PAGE 292
MAP 105-10-2
ZONED "ORI"
GRAVEL
GARBAGE RACK CAN
8" BLOCK PARTY WALL
GATE
GARAGE ASPHALT
SEE PROFILE
C6.3
20'
12'
6'
EP
S89°12'28"W 100.23' (100.2')
S89°28'50"E 148.38' (148.85')
532.0
521.0
CONSTRUCTED WALL FROM WALL TO EXISTING
CURB & GUTTER
METRO CURB
SIDEWALK
BIKE

EXHIBIT – B
Sheet – 1 of 5

1010 on The Row

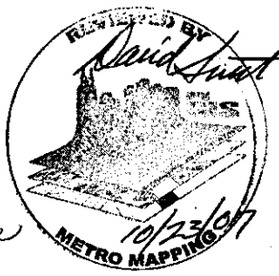


GROUND LEVEL – PARKING GARAGE PLAN

16th AVE

EXHIBIT – B
Sheet – 2 of 5

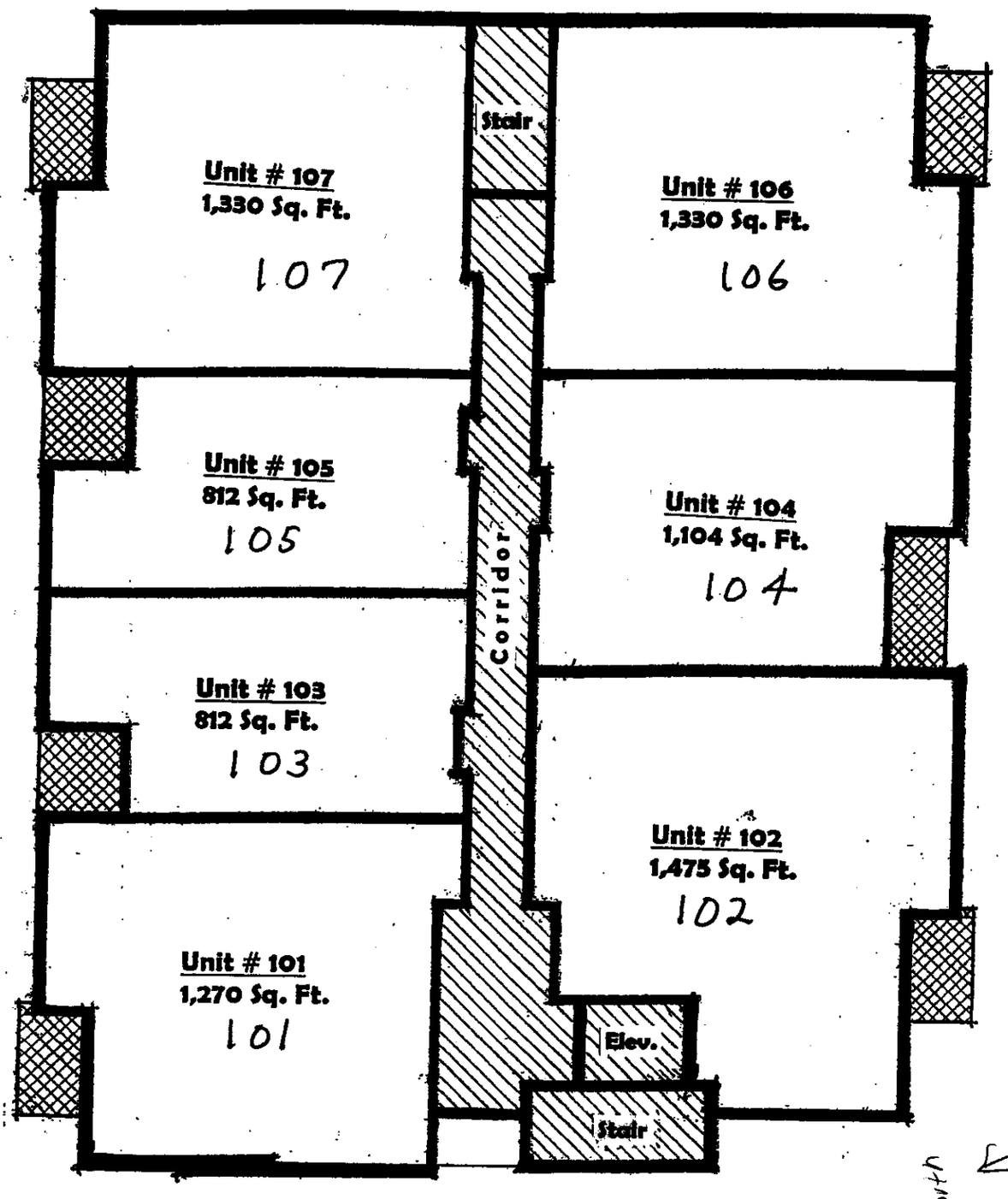
1010 on The Row



Living Unit (Fee Simple)

Limited Common Element
(Balcony)

Common Element



FIRST FLOOR – BUILDING PLAN

REVIEWED BY
David Fuentes
10/23/07
METRO MAPPING

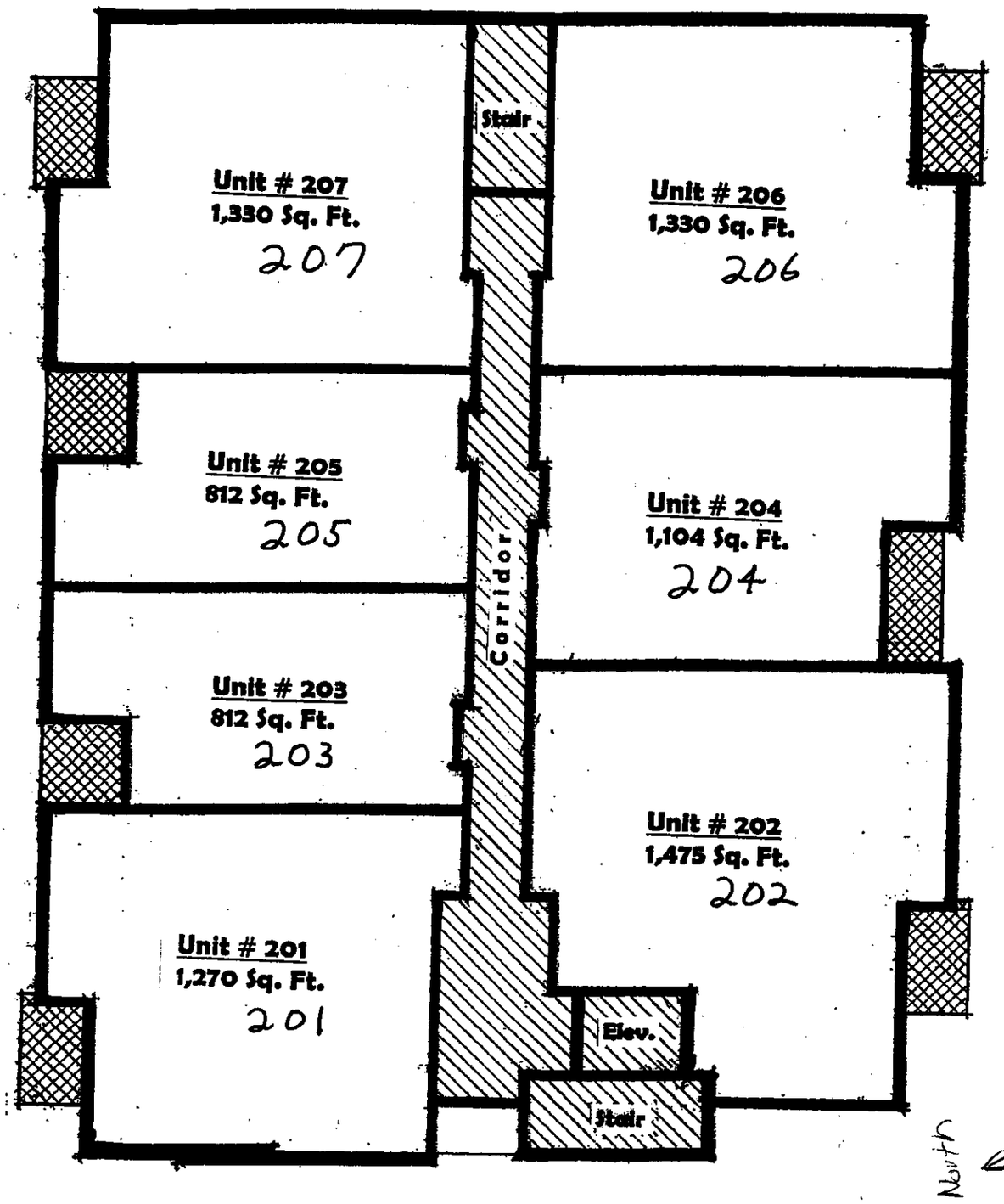
EXHIBIT – B
Sheet – 3 of 5

TOD On The Row

Living Unit (Fee Simple)

Limited Common Element
(Balcony)

Common Element



SECOND FLOOR – BUILDING PLAN

REVIEWED BY David Arndt
METRO MAPPING 10/23/07

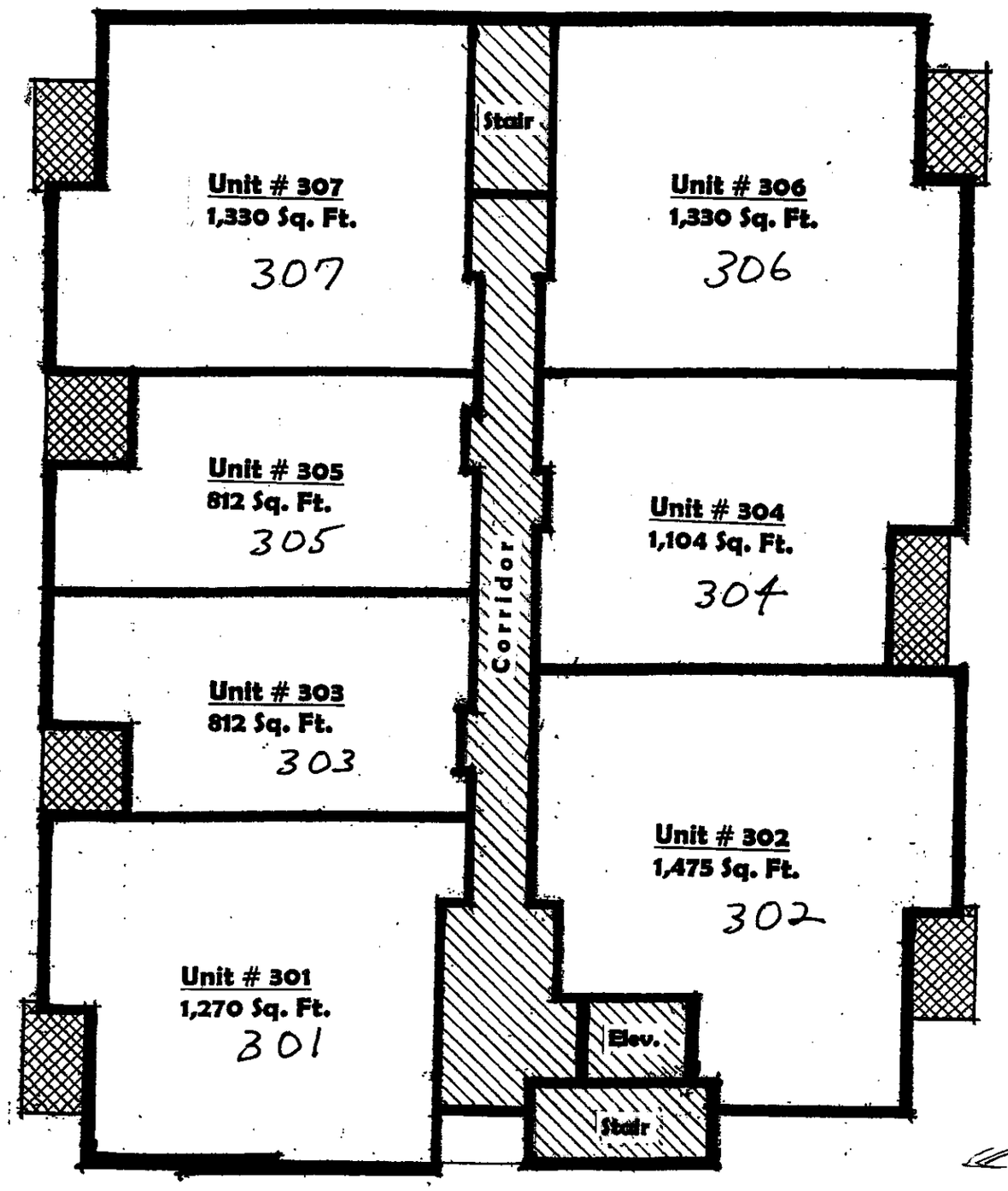
EXHIBIT – B
Sheet – 4 of 5

1010 on The Row

Living Unit (Fee Simple)

Limited Common Element
(Balcony)

Common Element



THIRD FLOOR – BUILDING PLAN

EXHIBIT – B
Sheet – 5 of 5

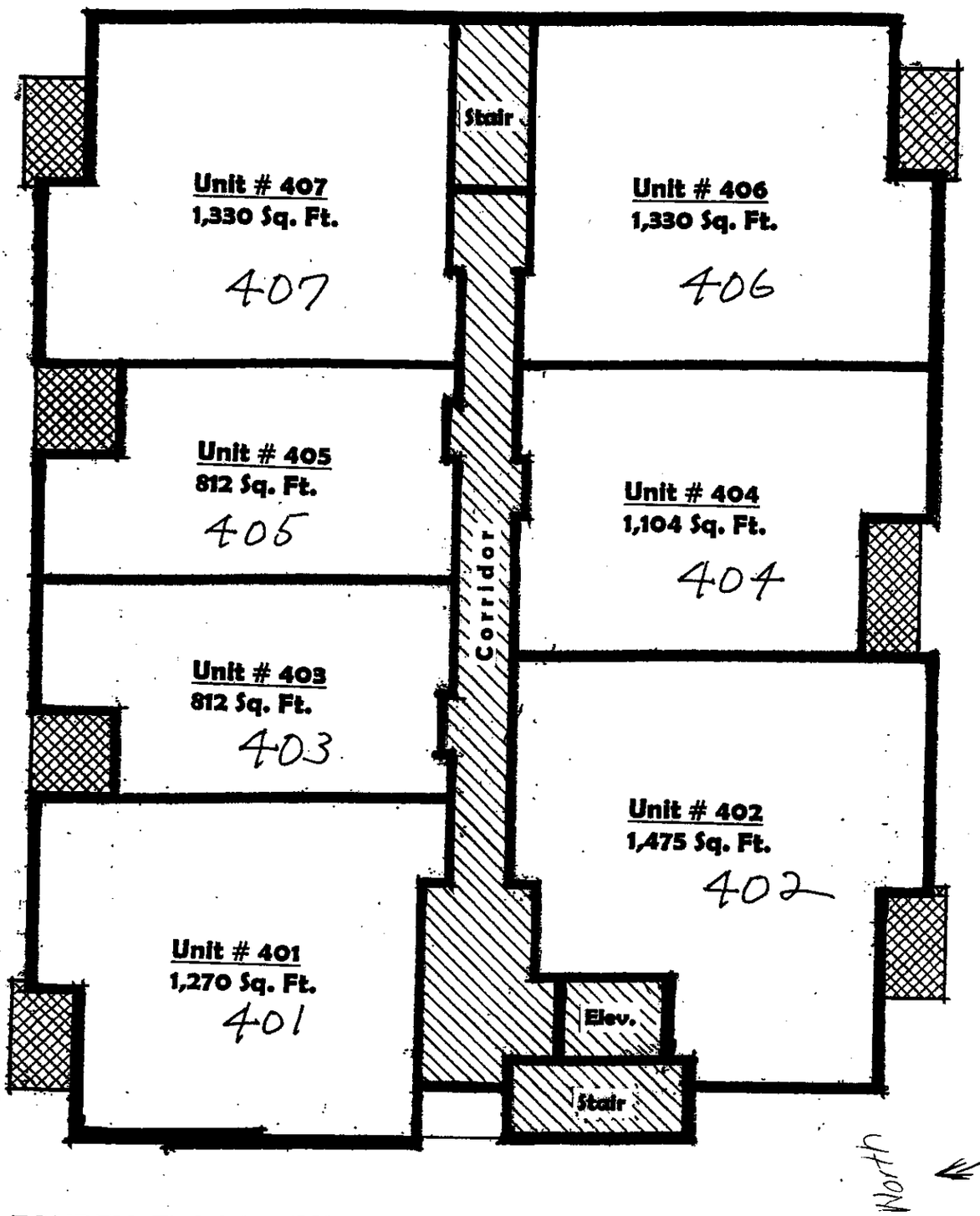
1010 on The Row

10/23/07

Living Unit (Fee Simple)

Limited Common Element (Balcony)

Common Element



FOURTH FLOOR – BUILDING PLAN