Davidson County DEEDMAST
Recvd: 10/25/07 12:52 12 pg
Fees:62.00 Taxes:0.00
20071025-0126183

This instrument prepared by:
John T. Cook, P.C.
2927 Berry Hill Drive
Nashville, Tennessee 37204

FIRST AMENDMENT TO MASTER DEED
FOR HARRISON SQUARE CONDOMINIUMS

THIS FIRST AMENDMENT TO MASTER DEED, made and entered into this 25th day of October, 2007 by Craighead Patten Properties II, a Tennessee general partnership, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant was designated as Developer under the Master Deed Establishing Harrison Square Condominiums as of record as Instrument No. 20060823-0103941, Register's Office for Davidson County, Tennessee (the "Master Deed"); and

WHEREAS, pursuant to Section 19(d) of the Master Deed, the Master Deed may be amended unilaterally by the Declarant in order to incorporate the additional area described on the attached Exhibit "B" as an additional phase of the horizontal property regime governed by the Master Deed; and

WHEREAS, Declarant hereby certifies that all improvements intended for the additional phase have been substantially completed, and that the same are consistent with the original development in quality of construction, and Declarant desires to complete the annexation of such additional phase.

NOW THEREFORE, for and in consideration of the premises and pursuant to the terms of the Master Deed, Declarant hereby declares this First Amendment to Master Deed as follows:

1. ANNEXATION OF PHASE II. The Declarant hereby annexes and incorporates the additional area depicted upon the attached Exhibit "A" and described on the attached Exhibit "B" as an additional phase of the horizontal property regime governed by the Master Deed. Each Unit Owner in the annexed area shall immediately be vested with full voting rights in the Association and the total number of votes held by members of the association, and the undivided interests in the total Common Elements, shall be adjusted to equal the total number of Units, including both the original Units and the annexed Units, so that all Units have the same vote and proportionate undivided interest. All Unit Owners, whether in the original regime or those in the additional phase, shall have and enjoy all of the Common Elements (except as restricted in Paragraph 3 hereof), including without limitation, the easements included therein. Units 101, 102, 103, and 104 are designated as Commercial Units, as defined in the Master Deed, although such designation shall not prohibit the use of said Units for residential purposes.

The description and identification of the separate apartment units located in this phase of Harrison Square is shown on the map of Harrison Square, Phase II, which is attached hereto as Exhibit "A." The definition of the "Plat" as contained in the Master Deed is hereby amended to add the said map attached as Exhibit "A."

2. ASSIGNMENT OF CARPORT SPACES IN PHASE II. The Declarant has constructed and

developed the carport spaces as depicted on the Plat attached as Exhibit "A". The carport spaces which are within the bounds of Phase II of Harrison Square are hereby designated as Limited Common Elements for the exclusive use of the owner of such Limited Common Elements, with the ownership to be assigned by notation of the deed to a Unit in the Condominium. The Declarant has designated, or will designate, each of the carport spaces as Limited Common Elements to be assigned to specific Units by notation of such assignment on the Deed to the specific Unit. The carport spaces are identified on the Plat by numbers as follows: CP-1, CP-2, CP-3, CP-4, CP-5, CP-6, CP-7, CP-8, CP-9, CP-10, CP-11, CP-12, CP-13, CP-14, CP-15, and CP-16. Such designated carport space (ground level only) shall be for the exclusive parking use of the Owner of the Unit to which it is designated as a Limited Common Element, and their guests and invitees, and shall be a Limited Common Element to serve only the Unit so designated. Notwithstanding the above, the second floor or roof area of the carport structure is planned to be developed as a recreational deck or outdoor living space for the use and enjoyment of all of the Owners of Units in the Condominium. In no event shall any Limited Common Element carport space be owned or used except by an Owner of a Unit in the Condominium. No Owner of a Unit in the Condominium may allow a non-owner or non-occupant of the Condominium to have the use of any such carport space. No carport may be used for storage or any other uses other than routine parking of operable motor vehicles Any owner of a Limited Common Element carport space may transfer or assign the ownership of such carport space to any other Unit Owner within the Condominium, with such transfer or assignment to be evidenced by recorded Deed. It is not intended that the said carport spaces be separate tax parcels or units of land, but merely Limited Common Elements to serve specific (although changeable) Units within the Condominium. The carport space shall be treated as one of the permitted parking spaces within the Condominium as more fully discussed in Paragraph 3 below. The Owner of any carport space shall be entitled to exercise control over such carport space and shall be authorized to arrange towing of any vehicle which makes unauthorized use of a carport space.

3. ACCESS AND USE OF PARKING LOT IN PHASE II. Access to and use of the uncovered (non-carport) parking spaces shall be provided by means of a parking permit ("Parking Permit") issued by the Declarant or Association. Such permit may be indicated by a hanging tag to be placed on the vehicle's rear view mirror, by a window decal, or other indicator as determined by the Association. Unit Owners shall be entitled to obtain a Parking Permit for all vehicles which are owned by such Unit Owner, up to a maximum of two vehicles. In no event shall any Unit Owner permit more than two vehicles to be parked in the parking lot at any time. Those Units Owners which own or acquire a carport space Limited Common Element as provided in Paragraph 2 above shall count each carport space as one of the maximum number of permitted spaces for such Owner's Unit. Notwithstanding the above, the owners or occupants of any Commercial Units shall be entitled to obtain Parking Permits for up to four vehicles, provided that no more than one vehicle per Commercial Unit may be parked overnight in the parking lot. Although the parking lot which is shown on the attached Exhibit "A" is part of the Common Elements for the entire Condominium, to be maintained by the Association as such, the same shall not be available for parking or other use by any owner within the first Phase (Units 1 through 15) of the Condominium.

4. ENFORCEMENT OF PARKING REGULATIONS. Any Unit Owner, and/or the Association may enforce the use and regulation of the parking lot. The Unit Owner and/or Association shall not be responsible to the owner of any unauthorized vehicle which might be unintentionally damaged as a result of any towing activities. Additionally, the Association shall be entitled to enforce the proper use of the parking spaces and any cost(s) incurred by the Association in providing such enforcement, together with a per occurrence fine in an amount to be determined by the Association (with a minimum of $25.00), shall be collectable from any Owner who violates, or whose guests or invitees violate, the proper use of the designated of Parking Spaces provided herein. Such collection authority shall include the addition of such cost(s) and fine(s) to the assessments applicable to the violating Owner's Unit.

5. PROHIBITED VEHICLES. No inoperative vehicles may be stored in any location within the Condominium. No recreational vehicles (including, but not limited to, campers, trailers, boats, boat trailers and travel trailers), tractor-trailers, buses, or other large commercial vehicles may be parked anywhere within the Condominium, parking lot and carport. The foregoing shall not apply to construction vehicles of the Developer or any builder. Overnight parking of any vehicle, trailer or other wheeled instrument or equipment on any street or driveway within the Condominium shall not be permitted.

6. ANIMALS AND PETS. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained within the Condominium, except household pets such as small dogs and cats, not exceeding forty (40) pounds in weight, which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose. All pets shall be confined to the Unit Owner's Unit or kept on leash when allowed out of doors. The Unit Owner shall be required to immediately pick up and properly dispose of any feces deposited by any and all pets within the Properties. Any disposal method that contemplates leaving said waste material outside of any Unit shall not be permitted, except temporary storage in a suitable sealed trash container while waiting for regular garbage pick up.

IN WITNESS WHEREOF, this First Amendment to Master Deed has been executed by the Declarant as of the day and year first above written.

CRAIGHEAD PATTEN PROPERTIES II,
a Tennessee general partnership

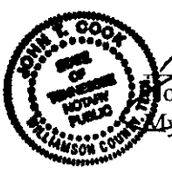
By: CRAIGHEAD DEVELOPMENT LLC,
Its General Partner

By: _____
Carl A. Neuhoff, Jr., Asst. Chief Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared Carl A. Neuhoff, Jr., 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 Asst. Chief Manager of CRAIGHEAD DEVELOPMENT, LLC, a Tennessee limited liability company (the "LLC"), and who further acknowledged the LLC, to be the General Partner of CRAIGHEAD PATTEN PROPERTIES II, the within named bargainor, a Tennessee general partnership, and that he as such Asst. Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing for and in behalf of the LLC by himself as such Asst. Chief Manager, said LLC signing as General Partner.

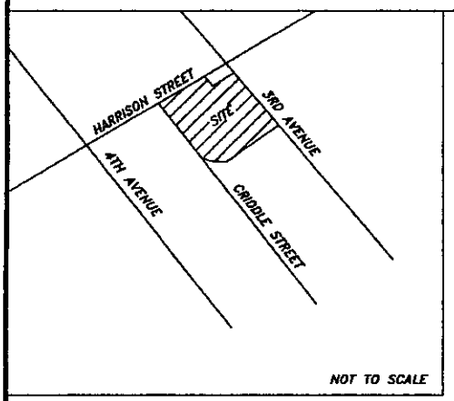
Witness my hand and seal, at office in Nashville, Tennessee, this 25th day of October, 2007.



Notary Public
My Commission Expires: 3/22/09

HarrisonSquareAmend.600

EXHIBIT A



HARRISON STREET

3rd AVENUE NORTH

P.O.B.

N65°32'51"E 119.26'

S25°18'15"E 70.00'

N65°32'51"E 108.00'

S25°18'15"E 116.00'

S25°18'15"E 81.50'

N25°15'45"W

CRIDDLE STREET

N25°15'45"W 127.00'

64.50'

Δ=26°47'36"
R=204.56'
CHD=S54°55'57"E
CHD=94.79'

163.42'

S63°40'53"W

TOTAL AREA: 0.80 ACRES
35,266.76 SQ. FT.

REVIEWED BY METRO MAPPING

REVIEWED
By David Kline at 11:52 am, 10/25/07

℄ RAILROAD

℄ SOUTH TRACK

BOUNDARY

SHEET 1 OF 7

HARRISON SQUARE CONDOMINIUMS

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

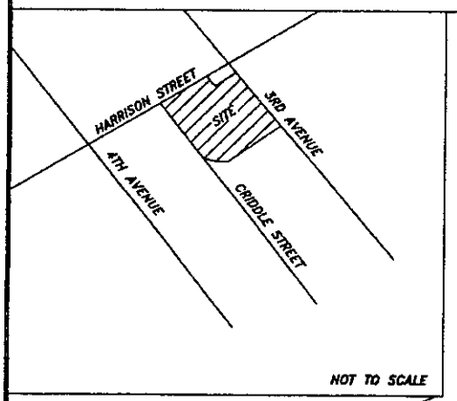
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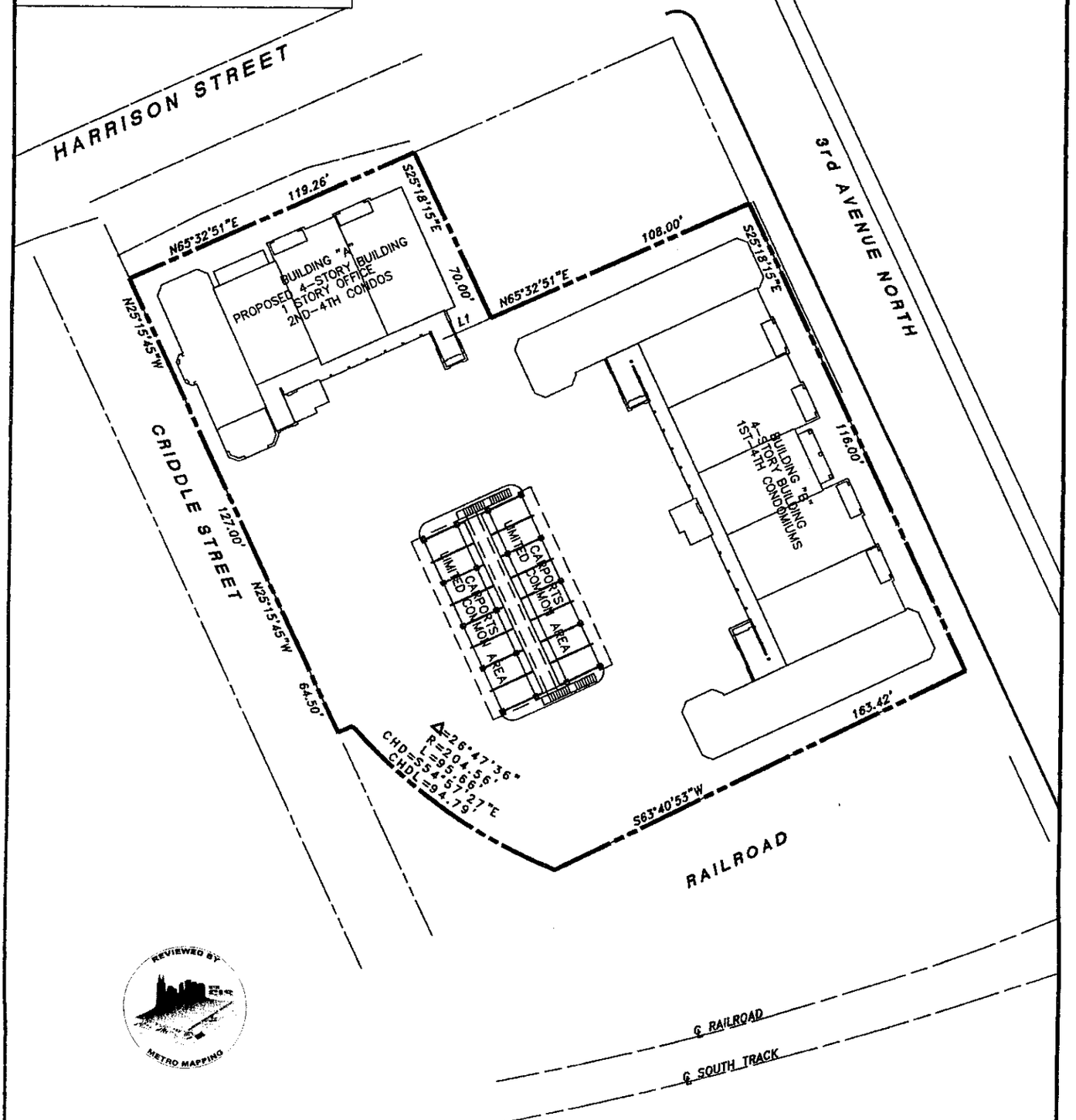
VOLUNTEER LAND SURVEYING SERVICES
P. O. BOX 100310, NASHVILLE, TN 37224-0310
PHONE 385-5588 / FAX 385-0840

NOT TO SCALE | FILE NO. 05079

PHILLIP E. HOLMES JR. REGISTERED LAND SURVEYOR XV AGRICULTURE COMMERCE TENNESSEE NO. 1728 10/24/07

EXHIBIT A





REVIEWED BY METRO MAPPING

SITE PLAN

SHEET 2 OF 7

HARRISON SQUARE CONDOMINIUMS

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

prepared by:

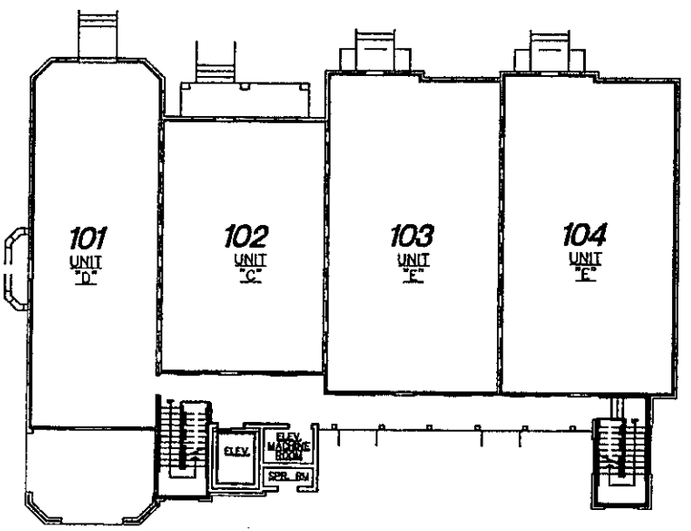
VOLUNTEER LAND SURVEYING SERVICES

P. O. BOX 100310, NASHVILLE, TN 37224-0310

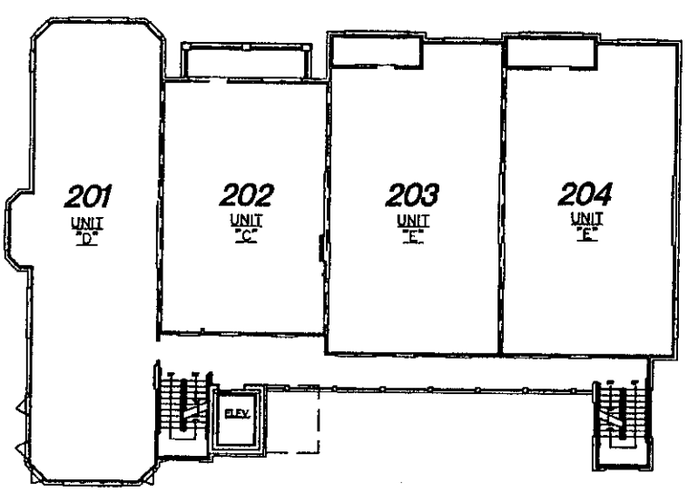
NOT TO SCALE | PHONE 385-5588 / FAX 385-0840 | FILE NO. 05079

PHILIP E. HOLMES JR. REGISTERED LAND SURVEYOR AGRICULTURE COMMERCE TENNESSEE NO. 1728

EXHIBIT A



BUILDING "A" FIRST FLOOR PLAN



BUILDING "A" SECOND FLOOR PLAN

REVIEWED BY METRO MAPPING

BUILDING A - 1ST + 2ND FLOORS

SHEET 3 OF 7

HARRISON SQUARE CONDOMINIUMS

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

prepared by:

VOLUNTEER LAND SURVEYING SERVICES

P. O. BOX 100310, NASHVILLE, TN 37224-0310

PHONE 385-5588 / FAX 385-0840

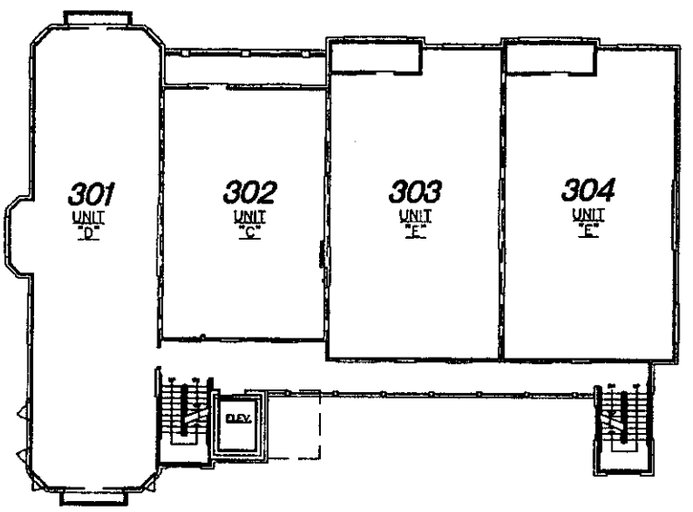
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FILE NO. 05079

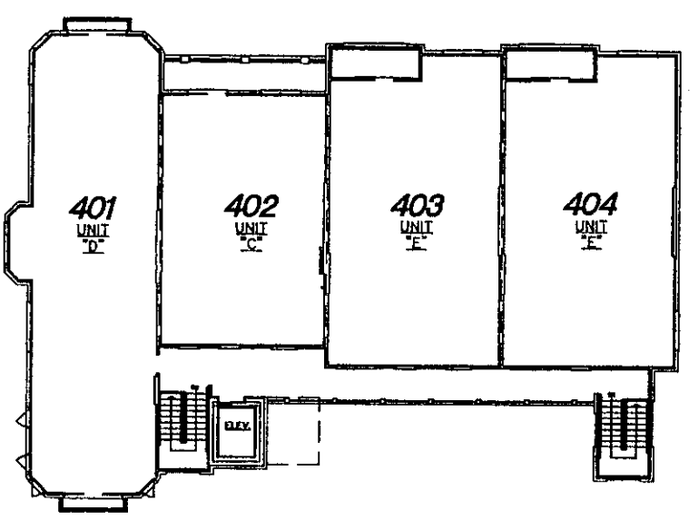
PHILIP R. HOLMES JR. REGISTERED LAND SURVEYOR XVI AGRICULTURE COMMERCE TENNESSEE NO. 1728

12/14/07

EXHIBIT A



BUILDING "A" THIRD FLOOR PLAN



BUILDING "A" FOURTH FLOOR PLAN

REVIEWED BY METRO MAPPING

BUILDING A - 3RD + 4TH FLOORS

SHEET 4 OF 7

HARRISON SQUARE CONDOMINIUMS

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

prepared by:

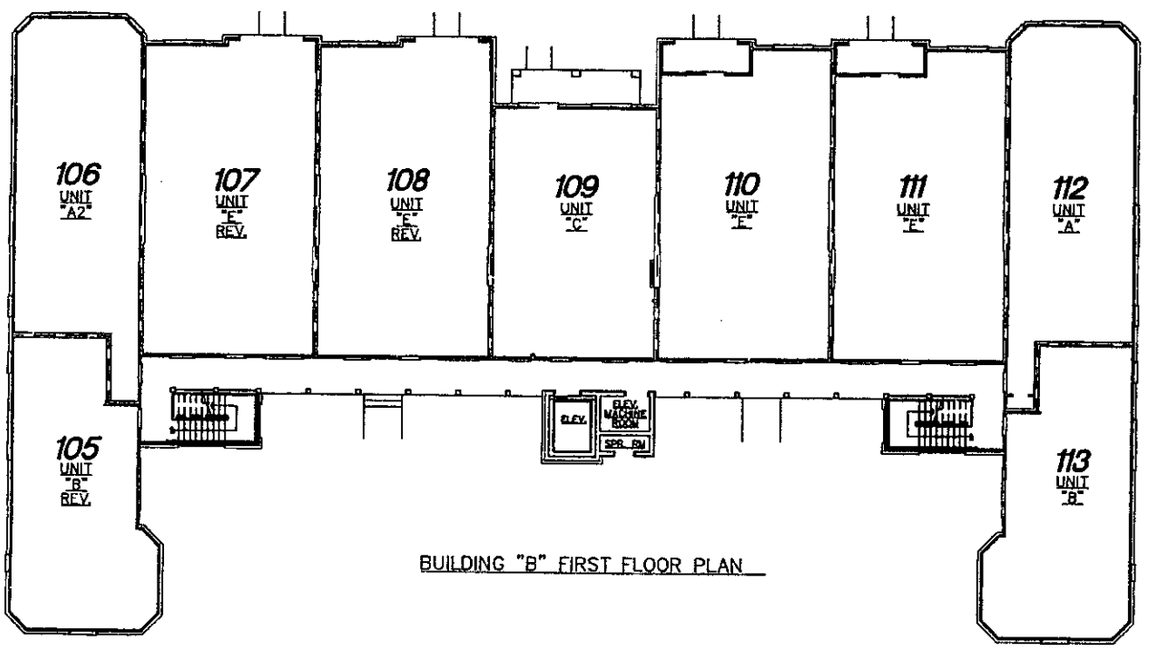
VOLUNTEER LAND SURVEYING SERVICES

P. O. BOX 100310, NASHVILLE, TN 37224-0310

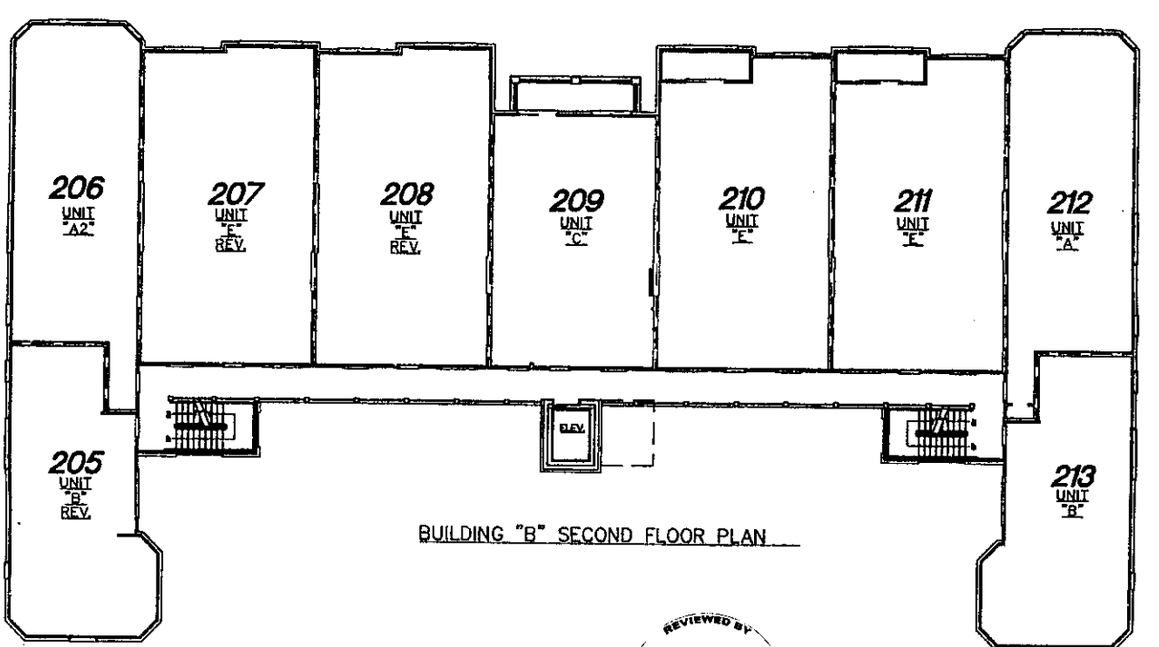
NOT TO SCALE | PHONE 385-5588 / FAX 385-0840 | FILE NO. 05079

PHILLIP E. HOLMES JR. REGISTERED LAND SURVEYOR XVI AGRICULTURE COMMERCE TENNESSEE NO. 1728 6/24/04

EXHIBIT A



BUILDING "B" FIRST FLOOR PLAN



BUILDING "B" SECOND FLOOR PLAN

REVIEWED BY METRO MAPPING

BUILDING B - 1ST + 2ND FLOORS

SHEET 5 OF 7

HARRISON SQUARE CONDOMINIUMS

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

prepared by:

VOLUNTEER LAND SURVEYING SERVICES

P. O. BOX 100310, NASHVILLE, TN 37224-0310

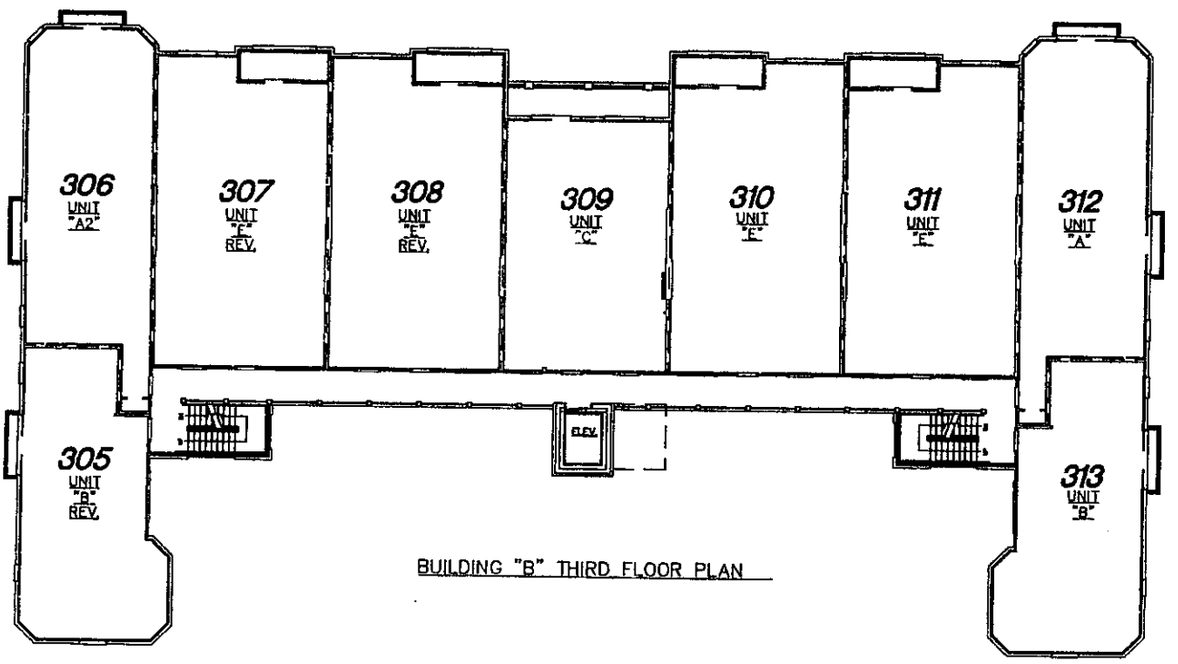
PHONE 385-5588 / FAX 385-0840

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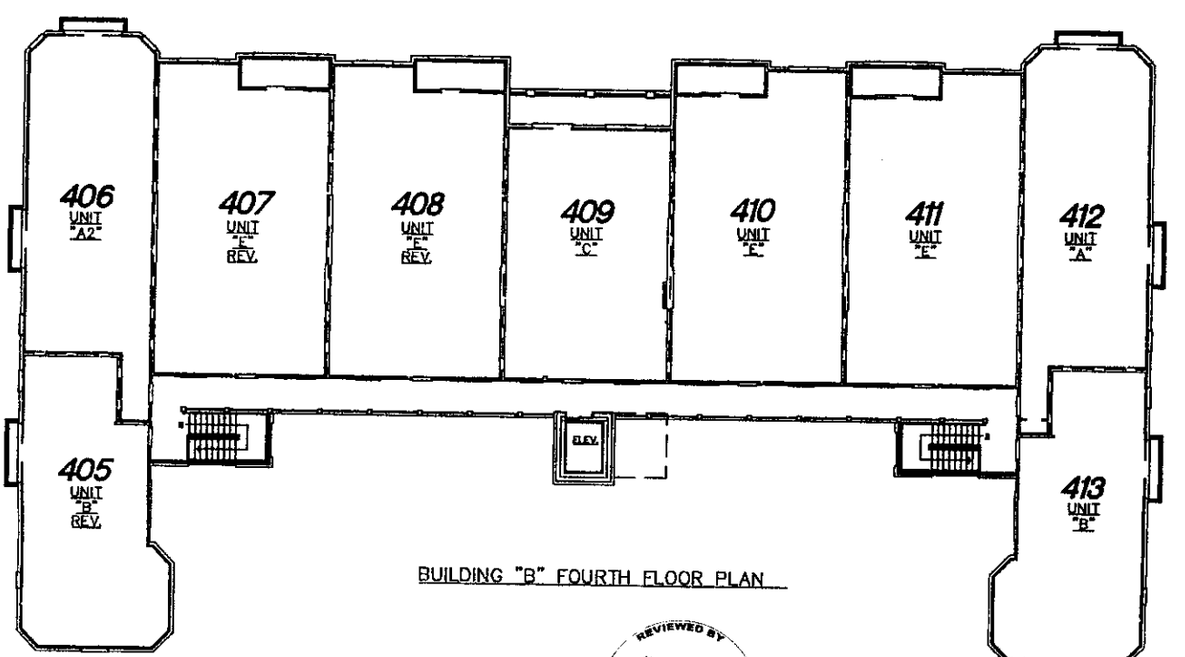
FILE NO. 05079

PHILIP C. HOLMES JR. REGISTERED LAND SURVEYOR XVI AGRICULTURE COMMERCE TENNESSEE NO. 1728 10/24/07

EXHIBIT A



BUILDING "B" THIRD FLOOR PLAN



BUILDING "B" FOURTH FLOOR PLAN

REVIEWED BY METRO MAPPING

BUILDING B - 3RD + 4TH FLOORS

SHEET 6 OF 7

HARRISON SQUARE CONDOMINIUMS

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

prepared by:

VOLUNTEER LAND SURVEYING SERVICES

P. O. BOX 100310, NASHVILLE, TN 37224-0310

PHONE 385-5588 / FAX 385-0840

NOT TO SCALE

FILE NO. 05079

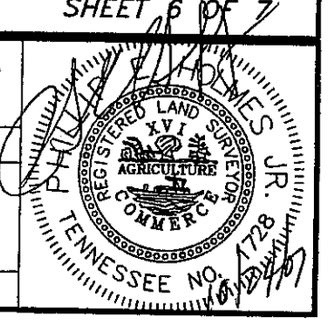
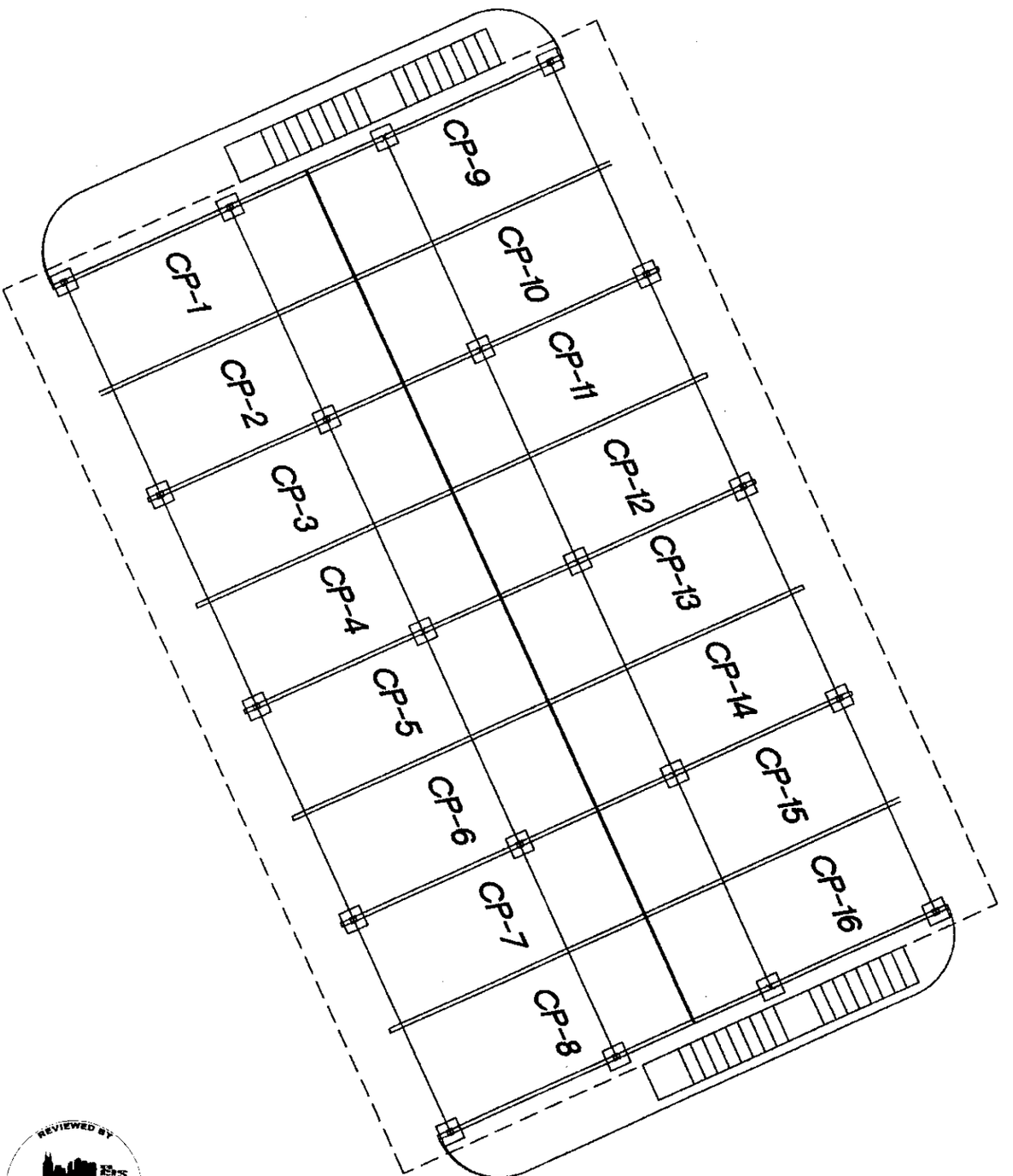


EXHIBIT A



REVIEWED BY METRO MAPPING

CARPORTS (LIMITED COMMON ELEMENTS TO BE ASSIGNED BY DEED)

SHEET 7 OF 7

HARRISON SQUARE CONDOMINIUMS

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

prepared by:
VOLUNTEER LAND SURVEYING SERVICES
P. O. BOX 100310, NASHVILLE, TN 37224-0310
PHONE 385-5588 / FAX 385-0840

NOT TO SCALE

FILE NO. 05079

WILLIAM E. HOLMES JR. REGISTERED TENNESSEE LAND SURVEYOR XVI AGRICULTURE COMMERCE TENNESSEE NO. 1728

Exhibit "B:

Legal Description

Tract 1:

Land in Davidson County, Tennessee, being part of lots numbers 31 and 32, on the original plan of Nashville, not of record and described as follows:

BEGINNING at a point in the westerly margin of Third Avenue North, formerly College Street, at the southeast corner of the property conveyed to Stumb's by P.B. Evers, et al, as of record in Book 1339, page 671, Register's Office for Davidson County, Tennessee, thence with the westerly margin of said Avenue, southerly 116 feet to a point; thence westerly 128 feet 3 inches to a point; thence southerly 5 feet 6 inches to a point; thence westerly 100 feet to a point in the easterly margin of Criddle Street, thence with the margin of same, northerly 191 feet 6 inches to the southerly margin of Harrison Street, thence with the margin of the same, easterly 127 feet to a point in the northwest corner of the property conveyed to Stumb's by Evers, et al, as of record in Book 1339, page 638, Register's Office, thence southerly with the westerly line of the property conveyed to Stumb's in the aforementioned two deeds, 70 feet to a point; thence easterly 108 feet to the point of beginning.

Tract 2:

Land in Davidson County, Tennessee, being parts of Lots Nos. 31 and 32 on the original plan of Nashville, not of record, described as follows:

BEGINNING at an iron pin stake in the west margin of Third Avenue North at the northeast corner of the property owned by the Louisville and Nashville Railroad Company; thence with the north line of said Railroad property, westwardly 176 feet 9 inches to an iron pin 15 feet 6 inches measured at right angles from the center line of a spur tract of said Louisville and Nashville Railroad; thence along the east line of the right-of-way of said spur track following a curve at all points 15 feet to a point; thence continuing along said curve 54 feet 3 inches to an iron pipe and continuing said course 1 foot 4 inches to a stake at the corner of a new wall; thence eastwardly 222 feet to a point on the west margin of Third Avenue North; thence southwardly 81 feet 6 inches to the beginning, according to a survey made by W.B. Southgate, Surveyor, April, 1928.

BEING the same property conveyed to Craighead Patten Properties II by Deed of Record as Instrument No. 20060726-0090277 Register's Office for Davidson County, Tennessee.