This Instrument Prepared By:

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Davidson County DEEDMAST
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MASTER DEED ESTABLISHING THE WEST END
(a condominium community)

THIS MASTER DEED ESTABLISHING THE WEST END, a condominium community, is made as of the 31st day of March, 2008, by **West End Partners LLC**, a Tennessee limited liability company, located at Suite 401, 104 Woodmont Boulevard, Nashville, Tennessee 37205 (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Parcel"; and

WHEREAS, the Developer desires to submit the Parcel, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee for the express purpose of establishing thereon a horizontal property regime and condominium community to be known as **The West End** (the "Condominium") and to that end to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto; and

WHEREAS, the Developer further desires to establish said horizontal property regime and condominium community for its own benefit and for the mutual benefit of all future owners and occupants of the Property or any part thereof, and intends that all future owners, occupants, deed of trust beneficiaries, and any other persons hereinafter acquiring any interest in the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to run with the land and to be in furtherance of a plan to promote and protect the cooperative aspects of the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Developer declares as follows:

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

(a) "Act" means the Horizontal Property Act of the State of Tennessee, Section 66-27-101, *et seq.*, Tenn. Code Ann., as it may be amended from time to time.

(b) "Association" means The West End Condominium Association, a mutual benefit corporation organized under the Tennessee Nonprofit Corporation Act, which shall constitute the "Council of Co-owners" referred to in the Act.

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

(d) "Building" means the building located on the Parcel and forming part of the Property and containing the Units. The "Building" shall be delineated on the Plat.

(e) "Bylaws" means the bylaws of The West End Condominium Association, attached hereto as Exhibit "C" and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws, and shall control any inconsistent provision of the Bylaws.

(f) "Common Elements" means all of the Property except for the Units and, without limiting the generality of the foregoing, shall include those items defined as "general common elements" in the Act, including the following:

(1) The Parcel;

(2) All foundations, bearing walls and columns, beams, supports, corridors, halls, lobbies, stairways, entrances, exits and communication ways;

(3) All basements, yards, and gardens, except as otherwise herein provided, stipulated, or shown on the Plat;

(4) All compartments or installations of central services, if any, which provide power, light, gas, cold and hot water, and all devices or installations existing for common use (but not including installations situated entirely within a Unit or serving only such Unit);

(5) Any meeting room, office(s) and recreational facilities, including without limitation, swimming pools and exercise facilities, other than those situated entirely within a Unit and serving only such Unit (it being understood and declared that the Developer is not obligated to construct or provide any such amenities or facilities);

(6) Pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit);

(7) Storage facilities (except storage facilities serving only individual Units) for common use and as shown on the Plat;

(8) All roadways and parking areas (except driveways and parking areas serving only individual Units) for common use and as shown on the Plat; and

(9) All other elements of the Building and parts of the Property desirable or rationally of common use or necessary or convenient to the existence, maintenance and safety of the horizontal property regime established by this Master Deed.

(g) "Deed of Trust" shall include a mortgage, and "deed of trust beneficiary" shall include a mortgagee and a holder of a deed of trust.

(h) "Developer" means West End Partners LLC, a Tennessee limited liability company, its successors and assigns, provided such successors or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(i) "Limited Common Elements" means all Common Elements serving a single Unit or a certain number of Units to the exclusion of other Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in the Act, in this Master Deed, on the Plat, by later decision of all of the Unit Owners, or, with respect to parking spaces and storage spaces, by assignment upon the original acquisition of a Unit by a Unit Owner or thereafter by assignment of the Board of Directors of the Association, which shall have the authority to assign unassigned parking spaces and storage spaces upon such terms, conditions and for such price as the Board deems acceptable, in its sole and absolute discretion. Said Limited Common Elements shall include, but shall not be limited to, exterior doors, windows, and window frames and sash, any separate furnace, air conditioner, or water heater located within or adjacent to a Unit and serving only such Unit, any pipes, ducts, electrical wiring and conduits located entirely within a Unit and serving only such Unit, any patio, deck or balcony adjacent to a Unit but serving only such Unit, and any parking spaces and/or storage spaces assigned to a specific Unit, either by deed or by the Board.

(j) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the voting rights of the Unit Owners.

(k) "Master Deed" means this instrument, as amended from time to time.

(l) "Occupant" means a person or persons in possession of or living in a Unit, regardless of whether said person is a Unit Owner. A Unit Owner, or such Unit Owner's spouse or lineal descendant, shall, however, be required to occupy the Unit, unless such requirement is modified by the Association pursuant to subparagraph 12.1 hereof.

(m) "Parcel" means the parcel or tract of real estate, described on Exhibit "A" attached to this Master Deed.

(n) "Period of Developer Control" means the period during which the Developer has the right to appoint directors and officers of the Association under Article III, Section 2 of the Bylaws.

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

(o) "Plat" means the plat or survey and floor plans of the Condominium attached hereto as Exhibit "B" and incorporated herein by reference, showing the number of each Unit, expressing its area, location and other data necessary for its identification.

(p) "Property" means all the land and space comprising the Parcel, and all improvements and structures thereon, including the Building(s) and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(q) "Record" or "recording" refers to the recording of a deed, amendment, plat or other applicable instrument in the Register's Office for Davidson County, Tennessee.

(r) "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a Building, which enclosed space is not owned in common with other Unit Owners. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the unfinished interior surfaces of its perimeter walls, floor and ceilings. A Unit includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used in this Master Deed shall have the same meaning as the term "Apartment" as used in the Act.

(s) "Unit Owner" or "Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, and of the undivided interest in the Common Elements appurtenant thereto, and shall be deemed the same as a "co-owner" under the Act.

2. **Submission of Property to the Act.** The Developer, by recording this Master Deed, hereby submits and subjects the Parcel and the Property to the provisions of the Act and hereby establishes a horizontal property regime and condominium community as authorized and described in the Act, to be hereafter known as The West End.

3. **Plat.** The Plat sets forth the numbers, areas, locations, and other data as required by the Act.

4. **Units.** The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, deed of trust or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as

provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. **The Association.**

(a) **Association of Unit Owners and Administration and Operation of the Property.** There has been or will be formed an Association having the name **The West End Condominium Association**, a Tennessee nonprofit corporation, which Association shall be the governing body for all of the Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property and its common elements as provided in the Act, the Association's Charter of Incorporation, this Master Deed and the Bylaws. The Unit Owners shall each be members of the Association, with each Unit holding an undivided membership interest in the Association which shall be appurtenant to such Unit, each such membership interest being in a share equal to the percentage obtained by dividing the total square feet of all Units into the total square feet of the Unit owned by the individual Unit owner, as reflected on Exhibit "D" hereto, which is incorporated herein by this reference, subject to the provisions concerning voting hereinafter set forth. The Bylaws for the Association shall be the Bylaws attached to this Master Deed as Exhibit "C" and made a part hereof. The Board of Directors of the Association shall be appointed or elected and shall serve in accordance with the provisions of the Bylaws, including those provisions allowing the Developer to appoint the members of the Board during the period of Developer control. The fiscal year of the Association shall be determined by the Board within the confines of applicable law, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the use and benefit of Unit Owners in accordance with the provisions of the Charter of Incorporation, the Master Deed and Bylaws. Each Unit Owner shall be a member of the Association for so long as such Owner is a Unit Owner. A Unit Owner's membership shall automatically terminate when such Owner ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall automatically succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Unit Owners, with one (1) vote granted to each Unit; provided that, notwithstanding the foregoing, or anything else contained in this Master Deed, the Charter of Incorporation, the Bylaws of the Association, or the Act, the Developer shall have five (5) votes for each Unit owned by it and held for sale to an end purchaser, until all Units have been sold to the original end purchaser thereof.

(b) **Management of Property.** The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subsection (c) below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds and that such Managing Agent have errors and omissions liability insurance covering the Managing Agent and its employees. The cost of such services shall be a common expense, as defined in Section 8 below. Any contract entered into with a Managing Agent shall extend for no more than one year and shall be terminable by the Board or the Association at any time thereafter upon not more than ninety (90) days written

notice.

(c) **Non-Liability of the Directors, Board, Officers and Developer.** Neither the directors, Board, officers of the association, nor the Developer shall be personally liable to the Association or the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors, Board, officers, or Developer, and their respective heirs, personal and legal representatives, successors and assigns in accordance with, and as provided in, the Tennessee Nonprofit Corporation Act (TENN. CODE ANN. §§ 48-51-101 *et seq.*), this Master Deed, the Charter of Incorporation of the Association and its Bylaws.

6. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Master Deed, the Association's Charter of Incorporation, or its Bylaws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

7. **Ownership of Interests in the Common Elements.** Each Unit shall be allocated a percentage ownership in the Common Elements which is equal to the percentage obtained by dividing the total square feet of all Units into the total square feet of the Unit owned by the individual Unit owner. The percentages of ownership interests are reflected in Exhibit "D" hereto, and shall remain constant unless hereafter changed by recorded amendment to this Master Deed consented to in writing by the Unit Owners, in accordance with the requirements hereinafter contained. Said ownership interest shall be an undivided interest, and the undivided membership interests in the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

8. **Common Elements/Common Expense**.

8.1 **Use of the Common Elements.** Except as hereinafter set forth, each Unit Owner, so long as such Unit Owner is current in the payment of the annual and special assessments applicable to such Unit Owner's Unit, shall have the right to use the Common Elements, except the Limited Common Elements, in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and such Owner's agents, servants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Each Unit Owner shall have an unrestricted right of ingress and egress to his or her Unit. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, this Master Deed, the Association's Charter of Incorporation, it's Bylaws and

any rules and regulations established by the Board, which shall have the right to adopt rules and regulations governing the administration and use of the Condominium. Any such rules and regulations so adopted shall be binding on all Unit Owners and Occupants. Except as otherwise provided in Section 12.1, Units may not be rented or leased.

8.2 **Common Expenses**. Each Unit Owner, other than the Developer with respect to unoccupied Units held by it for sale, shall pay his or her proportionate share (based on each owner's percentage of ownership in the common elements, as set out on Exhibit "D" hereto) of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Master Deed and Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Until all units in the condominium have been sold, the Developer will bear the expense of maintaining and operating the property to the extent such expenses cannot be funded from assessments levied on the Units which have been sold to purchasers other than the Developer. During the Period of Developer Control, the annual assessments on Units not owned by the Developer may not be increased by more than 5% per year from the original projection provided to such purchasers without the affirmative vote of the owners of a majority of those Units not owned by the Developer. No Unit Owner shall be exempt from payment of such Owner's proportionate share of the common expenses by waiver or non-use of enjoyment of the Common Elements or Limited Common Elements, or by abandonment of such Owner's Unit.

8.3 **Creation of the Lien and Personal Obligation for Assessments**. Each Owner of any Unit, other than the Developer with respect to unoccupied Units held by it for sale, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late fees, interest, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with late fees, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Unit Owner who was the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such person's successors in title unless expressly assumed by them, but shall, nevertheless, continue to be a lien upon and charge against the Unit until paid.

8.4 **Purpose of Assessments**. The assessments levied by the Association, through its Board, shall be used exclusively to promote the health, safety, and welfare of the Unit Owners, and in particular for the improvement and maintenance of the Property, the Units and Common Elements, including, without limitation, maintenance, repair and reconstruction. Such maintenance shall include, but not be limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Elements, the procurement and maintenance of insurance in accordance with this Master Deed, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, roofs, paving, and any other major expense for

which the Association is responsible, and such other needs as may arise. Notwithstanding anything contained herein to the contrary, however, unless specifically approved in writing by the Developer, no security personnel or concierge shall be hired by the Association until at least ninety percent (90%) of the Units are owned by persons other than the Developer.

8.5 **Reserves.** The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those other portions of the parcel which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expenses. This paragraph shall not restrict in any way the right of the Board to impose special assessments as permitted by paragraph 8.7 hereof.

8.6 **Annual Assessment.** The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges required to meet the common expenses of the Condominium, and allocate and assess such common charges against the Unit Owners, other than the Developer with respect to unoccupied Units held by it for sale, according to their respective percentages of ownership in the Common Elements or common areas. The Developer shall pay the actual expenses of unoccupied Units held by it for sale. The common expenses shall include, among other things, and in addition to those items referred to in subparagraph 8.4 above, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Association pursuant to the provisions of Section 15 of this Master Deed. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Condominium property, including, without limitation, an amount for working capital of the Condominium, 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 common expenses may also include such amounts as may be required for the purchase by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, provided that, an assessment for such purpose shall have the affirmative assert of not less than eighty-five (85%) of the Unit Owners at a meeting duly held for the purpose of voting on whether to impose such an assessment. The Board shall advise each Unit Owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all Unit Owners. Notwithstanding the foregoing, or anything to the contrary contained herein, during the period of Developer control the Developer, or the Board appointed by the Developer, may unilaterally and proportionately reduce the amount of the annual assessments owed with respect to Units without the necessity of a vote by the Unit Owners to reflect cost savings not contemplated at the time the estimated operating budget for the Association was compiled.

8.7 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the improvements upon the Parcel or Common Elements, or for any other purpose deemed appropriate by the Board in the exercise of its reasonable judgment.

8.8 **Rate of Assessment**. Both annual and special assessments shall, except as herein otherwise specifically provided, be based on each Unit's relative undivided interest in the common elements, as set out in Exhibit "D" hereto. The amount of the assessment owed by each Unit owner shall be calculated by multiplying the total assessment by the percentage interest in the common elements applicable to such Unit. Annual assessments shall be collected on a monthly basis. Special assessments shall be collected as determined by the Board. If a Unit is sold, any special assessment which has been levied by the Board prior to the sale of such Unit shall be paid in full at the closing of the sale of such Unit.

8.9 **Date of Commencement of Annual Assessments: Due Dates**. The annual assessments provided for herein shall commence as to each Unit on the first day of the month following the conveyance of the Unit, or at such other time as may be determined by the Board. Such annual assessments shall be paid ratably on a monthly basis. Thereafter, the Board shall fix the amount of annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due date for the monthly payments shall be the first day of each month or at such other time as may be determined by the Board. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

8.10 **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within fifteen (15) days after the due date shall be considered late and subject to a late fee, the amount of which shall be determined from time to time by the Board. The Association, or the Board on behalf of the Association, may bring an action at law or in equity against the Unit Owner personally obligated to pay the same and/or may foreclose the lien against the Unit and in either event late fees, interest, costs and reasonable attorney's fees of any such action shall be added to the assessment and paid by the Unit Owner. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her or its Unit.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of assessments, and for the consideration of one dollar ($1.00) paid in cash, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Unit Owners and each of them, and their respective heirs, successors, administrators, and assigns, hereinafter referred to as Trustor or Trustors, as applicable, hereby transfer and convey unto W. Lee Corbett, Trustee, his successors and assigns, their respective Unit or Units, as applicable, with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If the Trustor or Trustors shall pay the assessments when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the assessments with respect to any Unit are not paid promptly when due, 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 (20) days notice by three publications in any newspaper, daily or weekly, of general

circulation published in Davidson County, Tennessee, and after sending written notice of the sale to the Unit Owner of record, at the Unit, at least ten (10) days prior to the publication of the first such notice, to sell said Unit at the front door of the Courthouse in said County, or at such other location as may be contained in said notice, to the highest bidder for cash, at public outcry, free from the equity of redemption or statutory redemption, and all exemptions of every kind, which are hereby expressly waived, 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 and become the purchaser at any such sale. The Association may, at any time after default in the payment of any assessment, enter and take possession of said property and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, 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 the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(1) First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorney's fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(2) Second, to the payment of all taxes which may be unpaid with respect to such Unit;

(3) Third, to the payment of all unpaid assessments with respect to such Unit;

(4) Fourth, the residue, if any will be paid to the Unit Owner, his, her, or it's order, representative or assigns.

In the case of death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trust may be required, or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee 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.

8.12 **Subordination of the Lien to Mortgages and Ad Valorem Taxes**. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and *ad valorem* taxes. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of (but not the obligation of the prior Unit Owner to pay) such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

8.13 **Working Capital Fund**. At the time of closing of the sale of each Unit a sum equal to at least two monthly assessments for such Unit shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is to insure that the Association will have adequate cash available to meet unforeseen expenses, and to acquire additional

equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payments of regular assessments.

9. **Easements**.

9.1 **Unit owners**. Developer, for itself, its successors and assigns, hereby declares that every Unit owner shall have a perpetual easement in, upon, through, and over the Parcel, to keep, maintain, use, operate, repair, and replace his Unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements.

9.2 **Development Easements**. Developer reserves unto itself, its successors and assigns an easement in, upon, through, and over the Common Elements for as long as the Developer, it successors and assigns, shall be engaged in the construction, development, and/or sales of Units, which easement shall be for the purpose of construction, installation, maintenance, and repair of the Buildings and appurtenances thereto, for ingress and egress to all Units and all common elements, and other community facilities and for use of all roadways and parking lots, for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over, or under any Unit for a period of one year after the date of delivery of the Unit deed for such purposes as may be reasonably necessary for the Developer or its agents to complete the Condominium or service any Unit thereof.

9.3 **Limited Common Areas**. Developer, for itself, its successors and assigns, hereby declares that every Unit owner shall have a perpetual and exclusive easement for possession and use of that portion of the area contiguous to his or her or its Unit which is designated "Limited Common Areas" or "Limited Common Elements" on the Plat, or otherwise.

9.4 **Interior Surfaces**. Developer, for itself, its successors and assigns, further declares that every Unit owner shall have perpetual and exclusive easement to use and enjoy the surfaces of the main walls (including windows, doors, and chimneys therein), ceilings and floors, but not the roof, contained within his or its Unit.

9.5 **Utilities.** Developer reserves unto itself, its successors, assigns, and agents, an easement in, upon, through, and over the lands comprising the common elements for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium.

9.6 **Encroachments**. Developer, for itself, its successors and assigns, hereby declares that every Unit owner shall have a perpetual easement for the continuance of any encroachment by his Unit on any adjoining Unit or on any common element, now existing as a result of construction of the Building or which may come into existence hereafter as a result of the reconstruction of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands.

9.7 **Municipal Services**. Developer, for itself, its successors and assigns, hereby declares that the City of Nashville, Davidson County, Tennessee (but not the public in general), shall have a perpetual nonexclusive easement to enter upon all roadways, parking areas, driveways, walkways, and sidewalks, for purposes of maintaining the safety, health, welfare, police, and fire protection of the citizens of said city, including the Occupants of the Condominium.

10. **No Partition**. Subject to the provisions of the Master Deed, Charter of Incorporation and Bylaws, and the Act, the Common Elements shall remain undivided and no Unit Owner(s) shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

11. **Compliance by Owners**. Each Unit Owner or occupant shall comply with the provisions of this Master Deed, the Charter of Incorporation and Bylaws, and the rules and regulations of the Association, and with any other documents, amendments, or supplements to the foregoing which subsequently may be adopted by the Association or its Board, or required by any governmental authority, all as the same may be lawfully amended from time to time. Failure to comply with any such provisions, rules, or regulations shall be grounds for injunctive relief by the Developer, the Association, the Board, and/or any other Unit Owner.

12. **Sales and Leases of Units.**

12.1 **Prohibition on Leasing.** No Unit Owner, except the Developer, may lease or rent his or its Unit. All Units, other than those owned by the Developer, must be Owner-occupied or occupied by the spouse or lineal descendant of the Owner. At such time as all Units have been sold by the Developer to original end purchasers, the Association may vote to terminate, in whole or in part, the prohibition on leasing contained in this subparagraph 12.1.

12.2 **Sales and Leases**. No Unit Owner may sell his or its Unit or any interest therein except by complying with the provisions of this section. A Unit owner's sale of his Unit shall include the sale of (a) the undivided interest in the Common Elements appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Association, or its designee, on behalf of all Unit Owners, or the proceeds of the sale thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Association (hereinafter collectively called the "appurtenant interests.")

Any Unit Owner who receives a bona fide offer for the sale of his Unit (hereinafter called an "outside offer") which he intends to accept, shall give notice to the Board of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board may reasonably require. Concurrently therewith, the Unit Owner shall offer to sell such Unit to the Association, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such outside offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Association on behalf of the other Unit Owners, that

such Unit Owner believes the outside offer to be *bona fide* in all respects. The Board shall, as soon as practicable after receipt of such notice, give notice of a meeting of the Association to consider whether the Association should purchase such Unit. Such meeting shall be held within 20 days following receipt by the Board of notice of the outside offer. At such meeting the Association may, by a vote of the majority in interest of the members, elect to purchase such Unit (or to cause the same to be purchased, leased, or subleased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the outside offer and as stated in the notice from the Unit Owner. Notice of the Association's decision shall be given immediately to the selling Unit Owner. If the Association shall elect to purchase such Unit, or to cause the same to be purchased by its designee, corporate or otherwise, title shall close at the office of the attorneys for the Association within 45 days after it gives notice of its election to accept such offer. At the closing, the Unit Owner, if such Unit is to be sold, shall convey the same to the Association, or to its designee, on behalf of all other Unit Owners, by deed in the form required by the Association. If the Association or its designee shall fail to accept such offer within the 20-day period set forth above, the Unit Owner shall be free to contract to sell such Unit to the outside offeror within 60 days after the expiration of the period in which the Association or its designee might have accepted such offer, on the terms and conditions set forth in the outside offer. Any deed to an outside offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Master Deed and the Bylaws as the same may be amended from time to time. If the offering Unit Owner shall not, within such 60 day period, contract to sell such Unit to the outside offeror on the terms and conditions contained in the outside offer, or if such a contract is entered into but not fulfilled, then the Unit Owner shall be required to again comply with all of the terms and provisions of this section in order to sell the Unit. Any purported sale of a Unit in violation of this section shall be voidable at the election of the Association.

12.3 **No Severance of Ownership**. No Unit 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 the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the appurtenant interests of all Units.

12.4 **Release by Association of Right of First Refusal**. The right of first refusal contained in subparagraph 12.2 herein may be released or waived only in writing approved by the vote of a majority of the Association's Board of Directors, in which event the Unit may be sold free and clear of the provisions of such subparagraph.

12.5 **Certificate of Termination of Right of First Refusal**. A certificate, executed and acknowledged by an officer of the Association, stating that the provisions of subparagraph 12.2 have been met by a Unit Owner, or have been duly waived by the Association, and that the rights of the Association thereunder have terminated, shall be furnished to any Unit Owner who has in fact

complied with the provisions of subparagraph 12.2 or in respect to whom the provisions of such subparagraph have been waived, upon request.

12.6 **Financing of Purchase of Units by Association**. Acquisition of Units by the Association, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Association, or if such funds are insufficient, the Association may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in paragraph 8 herein. Alternatively, the Association may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit so to be acquired.

12.7 **Gifts and Devises, Etc**. Any Unit Owner who is an individual shall be free to convey or transfer his Unit by gift, by devise by will, or to pass the same by intestacy.

12.8 **Waiver of Right of Partition with Respect to Units Acquired by Association.** If a Unit shall be acquired by the Association, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

12.9 **Payment of Assessments**. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his Unit unless and until he shall have paid in full to the Association all unpaid common charges theretofore assessed by the Association against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

12.10 **Permitted Transfers.** Anything herein to the contrary notwithstanding, each of the Unit Owners shall have the right to transfer to a related individual or an affiliated entity a share or all of his or its undivided interest in the Condominium, in which event the Owner making the transfer shall deliver to the Association within ten (10) days of the making of the transfer, a copy of each and every instrument providing for the transfer. A related individual shall mean spouses, lineal descendants, trustees for the benefit of any such persons, and entities owned or controlled by any of the foregoing. An affiliated entity shall mean an entity owned or controlled by the transferor.

12.11 **Parking and Storage Space Leases.** Notwithstanding anything herein to the contrary, a Unit Owner may lease and/or license the use of any and all parking and/or storage spaces which are assigned to such Unit Owner and, thus, constitute a Limited Common Element of said Unit. The lease and/or license of any such parking and/or storage spaces may only be to another Unit Owner. The lessor Unit Owner shall notify the Association within ten (10) days of the lease/license and shall provide to the Association any and all written documents in connection therewith. The Board may, at any time, lease and/or license any and all parking and/or storage spaces not designated as Limited Common Elements to certain Unit Owners, in their sole and absolute discretion.

13. **Deeds of Trust.** Each Unit Owner shall have the right, subject to the provisions hereof, to make separate deeds of trust for such Owner's respective Unit together with such Owner's respective ownership interest in the Common Elements. No Unit Owner shall have the right or

authority to make or create, or cause to be made or created, from the date hereof, any deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of such Owner's Unit and the respective percentage interest in the Common Elements corresponding thereto.

14. **Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Unit Owner for such Owner's Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay such Owner's proportionate share thereof in accordance with such Owner's respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

15. **Insurance.** The Association shall be required to obtain and maintain, to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage, vandalism, and malicious mischief endorsements, insuring the entire Building (but not including furniture, furnishings, appliances, fixtures or other personal property supplied or installed by Unit owners or included within the boundaries of the Units), together with all air conditioning equipment and other service machinery contained therein. Such insurance shall cover the Condominium, the Association, and all Unit owners and their mortgagees, as their interests may appear, in an amount at least equal to the full replacement value of the Building, without deduction for depreciation. Each policy shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that proceeds shall be payable to such mortgagee as its interest may appear, subject, however, to payment provisions in favor of the Association;

(b) Worker's compensation insurance;

(c) Boiler and machinery insurance, if applicable;

(d) Plate glass insurance, if applicable;

(e) Water damage insurance; and

(f) Such other insurance as the Board may determine.

All such policies shall provide that adjustment of loss shall be made by the Board, and that the net proceeds thereof shall be payable to the Association.

All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on coinsurance or of invalidity arising from any acts of the insured. Such policies shall provide that they may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of Units.

The Association shall obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering the Association and each Unit owner in respect to any injury occurring upon or within the common elements. The Association shall review such limits, and/or the advisability of obtaining such insurance, at least once each year.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit owner.

16. **Repair or Reconstruction After Damage**. In the event of damage to or destruction of the Building as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the Building, unless two-thirds (2/3) or more of the Building is destroyed or substantially damaged, and all of the Unit Owners do not duly and promptly resolve to proceed with repair and restoration. Repair and restoration shall include any damaged Units, but excluding any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures, or equipment installed by Unit Owners in the Units, or located within the outer boundaries of the Units. The Board shall disburse the proceeds of all insurance policies 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 may assess all the Unit Owners for such deficit as part of the common charges or, if less than all of the Unit Owners are affected, then only the affected Unit Owners shall be assessed.

If two-thirds or more of the Building is destroyed or substantially damaged and all of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Condominium property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to this provision, 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 Association among all the Unit Owners in proportion to their respective ownership interests in the Common Elements, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

17. **Condemnation**. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, all of the proceeds of such award, judgment or settlement shall be and remain the sole and exclusive property of the Association, which shall distribute such award to each Unit Owner in proportion to such Owner's ownership interests in the Common Elements. Notwithstanding anything to the contrary herein, any partial taking which is limited to an individual Unit or Units, but less than all of the Units, shall result in the distribution of the award to the Unit Owner or Owners affected, to the exclusion of all others.

18. **Maintenance, Repairs and Replacements.** Each Unit Owner, at such Owner's expense, shall furnish and be responsible for all maintenance of, repairs to, and replacements within

such Owner's Unit; provided, however, the Association, by vote of its Board of Directors, may choose to provide such maintenance and repairs, or any part thereof. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of, and shall be furnished by, the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the common expenses. To the extent not covered by insurance, the expenses for the maintenance, repair or replacement of Limited Common Elements shall be borne by the Owner of the Unit or Units to which such Limited Common Elements are appurtenant. In addition, at the discretion of the Board, the Association through its Board of Directors may direct Unit Owners who stand to be benefitted by such maintenance of, repairs to and replacement within the Limited Common Elements to arrange for such maintenance, repairs and replacement in the name and for the account of such benefitted Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Association such lien waivers and contractors' and subcontractors' sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

If, due to the act or neglect of a Unit Owner, or the agent, servant, invitee, or licensee of a Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Board, to the extent not covered by insurance or sufficient proceeds therefor are not collected from the insurance carrier.

The Board or its authorized representative or representatives shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving the other Units, Common Elements or Limited Common Elements, or to make any alteration required by any governmental authority.

19. **Use Restrictions.** To further implement this plan of ownership, to make feasible the ownership and sale of Units in the Condominium, to preserve the character of the development and to make possible the fulfillment of the purposes of the Condominium as intended, the Developer, its successors and assigns, by reason of this Master Deed, and all future owners of Units in the Condominium by their acquisition of title thereto, covenant and agree as follows:

19.1. **Rules and Regulations.** The Board shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Common Elements. Such rules and regulations may provide for the imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Master Deed.

19.2. **Residence Use Restriction**. Each Unit shall be occupied, within the limitations set forth herein and in the Bylaws of the Association, and shall be used by the respective Unit Owners only as a single family residence. No professional, business or commercial activity to

which the general public is invited shall be conducted in any Unit. Except as other wise provided in Section 12.1, no rental or leasing of Units shall be permitted.

19.3. **Common Elements Use Limitations**. Only Owners and guests and invitees of such Owners may use the Common Elements, provided that the use of the Common Elements shall be in accordance with and subject to limitations set forth herein, in the Bylaws, in restrictions, covenants and agreements of record, and in any rules and regulations duly adopted by the Board.

19.4. **Parking Spaces**. There shall be no obstruction of any Common Element. Nothing shall be stored in any Common Element without the approval of the Board. The use of parking spaces in the Common Elements shall be regulated by the Board. No truck (other than standard sized pickup trucks belonging to an Owner), bus, camper trailer, boat, or trailer shall be left parked in the parking areas or in any part of the Common Elements, except for repair and/or construction vehicles actually engaged in work on the Property.

19.5. **Insurance**. Nothing shall be done or kept in any Unit, or in any Common Element, which will increase the rate of insurance on any Common Element without the approval of the Board. No Owner shall permit anything to be done or kept in his Unit, or in any Common Element which will result in the cancellation of insurance on any Common Element, or which would be in violation of any law. No waste will be permitted in any Common Element.

19.6. **Nuisance.** No noxious or offensive activity shall be carried on in any Unit or in any Common Element, nor shall anything be done therein or thereon which will constitute a nuisance to the other Unit Owners.

19.7. **Animals.** No animals, livestock or poultry of any kind shall be kept or maintained in any Unit or in any part of the Common Elements except that no more than two dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided that they do not constitute a nuisance to the other Unit Owners. At such time as all Units have been sold by the Developer to original end purchasers, the Association may vote to limit the physical size of the pets permitted pursuant to this subparagraph 19.7.

19.8. **Structural Integrity**. Nothing shall be done in any Unit or in, on, or to any Building or any Common Element which would structurally change any such Building, except as is otherwise provided herein.

19.9. **Interference.** Nothing shall be done either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in a Building or Buildings by himself, his employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners.

19.10. **Electrical Equipment**. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations,

requirements, or recommendations of the public authorities having jurisdiction and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

19.11. **Exterior**. Nothing shall be placed upon the windowsills and nothing shall be hung from the windows, balconies, or porches without the prior approval of the Board, which may be withheld for any reason..

19.12. **Flammable Substances**. No Unit Owner or occupant or any of his agents, servants, employees, licensees, or visitors shall at any time, bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical or substance.

19.13. **Interior Partitions**. Each Unit Owner shall have the right to install interior walls or partitions within such Owner's Unit and accordingly create a layout to suit the Unit Owner's requirements, provided however that there shall be no encroachment or attachment to or through any Common Element or any mechanical, plumbing, or electrical additions within the Condominium Unit without first obtaining approval of the Board, which may be withheld for any reason.

19.14. **Number of Occupants**. Units containing one bedroom may be regularly occupied by no more than 2 adults and their adopted or natural children. Units containing two or more bedrooms may be regularly occupied by no more than 3 adults and their adopted or natural children. As used in this subsection, the term "regularly occupied" shall mean occupancy for a period in excess of 14 days consecutively, or 30 days in any one calendar year. Any and all adopted and/or natural children regularly occupying a Unit must be minors or full-time students.

19.15. **Unit Locations**. In interpreting the provisions of this instrument, the Exhibits attached hereto, the Plat, subsequent deeds, and mortgages to individual Units, etc., the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved, or encumbered, notwithstanding any minor deviations, either horizontally or vertically, from the locations as indicated on said Exhibits. To the extent that such minor variations in location exist, a valid easement therefor and for the maintenance thereof shall exist.

19.16. **Public Record**. All Unit Owners and any of their respective agents, employees, licensees or invitees shall be bound by any and all restrictions, covenants or agreements applicable to the Property and of record in Davidson County, Tennessee.

20. **Remedies.** In the event of any violation of the provisions of the Act, Master Deed, or Charter of Incorporation, or Bylaws or rules and regulations by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of such Owner's Unit or licensee or invitee of such Owner's Unit), the Association, the Board or its agent, shall have each and all of the rights and remedies that may be provided for in the Act, Master Deed, Bylaws, or that may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for

judgment for payment of money and collection thereof, or the right to sell the Unit through the power of sale or judicial process, or for any combination of remedies, or for any other relief.

The violation of any restriction or condition or regulation adopted by the Association or the Board or the breach of any covenant or provision herein contained, shall give the Board and/or the Association, and its agents under its direction, the right, in addition to any other rights provided for in this Master Deed:

(a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or

(c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

21. **Acceptance of Terms**. The title of the Developer which shall be hereafter conveyed or acquired in any manner is hereby expressly declared and made subject to the terms and provisions of this instrument, and the acquisition of title to a Unit by any person shall be conclusively deemed to mean that the acquirer approves, adopts, and ratifies the provisions of this instrument, the Bylaws and any rules and regulations of the Association, and all exhibits attached hereto as set forth in Section 25. The covenants, agreements, and restrictions set forth herein shall run with the land and shall be binding upon the Developer and all future Owners of any part of the Property, their respective successors and assigns, except as otherwise set out herein.

22. **Severability and Retrospective Application**. It is the intention of the Developer that the provisions of this instrument are severable so that if any provision, condition, covenant, or restriction thereof shall be invalid or void under any applicable federal, state, or local law, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant, or restrictions thereof, is, at the time of recording of this instrument, void, voidable, or unenforceable as being contrary to any applicable federal, state, or local law, the Developer, its successors and assigns and all persons claiming by, through or under the same, covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability shall be deemed to apply retrospectively to this instrument, thereby operating to validate the provisions of this instrument which otherwise might be invalid, and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

23. **Amendments**. Except as herein provided, this Master Deed may not be modified or amended without the acquiescence and affirmative vote of Unit Owners holding 66% or more of the total voting rights in the Association. All amendments or modifications shall be evidenced by an Amendment to Master Deed which Amendment shall be recorded in the Davidson County Register's Office.

24. **Conflicts**. Any conflict between the provisions of this Master Deed and the Bylaws of the Association shall be resolved in favor of this Master Deed.

25. **Exhibits**. Exhibits attached hereto and made a part hereof are the following:

25.1 Exhibit A - Metes and Bounds Description of the Condominium Property.

25.2 Exhibit B - Plat

25.3 Exhibit C - Bylaws

25.3 Exhibit D - Schedule of percentage interests in the Common Elements.

26. **Instrument**. The words "instrument" or "this instrument" whether in the Master Deed or any of the Exhibits attached hereto shall be deemed to mean this Master Deed and all said Exhibits mentioned in Section 25 above.

IN WITNESS WHEREOF, the Developer has executed this Master Deed as of the date first above written.

DEVELOPER:

West End Partners LLC

By: _____
John C. Hayes, Jr.
Managing Member

By: _____
Mary Lu Smith
Managing Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public of the said county and state, John C. Hayes, Jr., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Managing Member (or other officer authorized to execute the instrument) of West End Partners LLC, the within named bargainor, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Managing Member.

Witness my hand and seal this 31st day of March, 2008.

_____
Notary Public

My Commission Expires: _____

KRISTA WAKEFIELD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires NOV. 7, 2011

STATE OF ~~TENNESSEE~~ Florida
COUNTY OF ~~DAVIDSON~~ St Lucie

Personally appeared before me, a Notary Public of the said county and state, Mary Lu Smith, who presented a Tennessee Driver's License as identification ~~with whom I am personally acquainted~~ and who, upon oath, acknowledged herself to be the Managing Member (or other officer authorized to execute the instrument) of West End Partners LLC, the within named bargainor, a limited liability company, and that she as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by herself as Managing Member.

Witness my hand and seal this 27th day of March, 2008.

Tenn DL #
025660978

Notary Public
Sandra K Corriveau

My Commission Expires: _____

SANDRA K. CORRIVEAU
Notary Public - State of Florida
My Commission Expires Mar 18, 2010
Commission # DD 516794
Bonded By National Notary Assn.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being lots 26, 27, 28 and 29 of the Subdivision of Lot 41, Boyd's Cockrill Spring Tract, as of record in Book 57, Page 46, at the Register's Office for Davidson County, Tennessee, and being more particularly described according to an unrecorded survey of Initial Point Land Surveying Inc., L. Kevin Morehead, Tennessee R. L. S. No. 2315, dated as of October 18, 2005, as follows:

BEGINNING at an existing P.K. nail at the intersection of the easterly right-of-way line of Thirty-First Avenue North, width varies, and the southerly right-of-way line of Hedrick Street, 40 feet in width;

Thence leaving the easterly right-of-way line of Thirty-First Avenue North with the southerly right-of-way line of Hedrick Street, North 58 Deg 56 Min 45 Sec East, 200.00 feet to an existing iron rod at a corner common with the property of 3200 West End, LLC, as of record in Instrument No. 199912200304835, at the Register's Office for Davidson County, Tennessee;

Thence leaving the southerly right-of-way line of Hedrick Street with the westerly property line of 3200 West End, LLC, South 31 Deg 03 Min 15 Sec East, 158.10 feet to an existing iron rod in the northerly right-of-way line of Alley Number 634, 15 feet in width;

Thence with the northerly right-of-way line of Alley Number 634, South 42 Deg 43 Min 15 Sec West, 208.30 feet to an existing P.K. nail in the easterly right-of way line of said Thirty-First Avenue North;

Thence leaving the northerly right-of-way line of Alley Number 634 with the easterly right-of-way line of Thirty-First Avenue North, North 31 Deg 03 Min 15 Sec West, 216.30 feet to the POINT OF BEGINNING.

Containing 37,440 Square Feet (0.860 acres more or less).

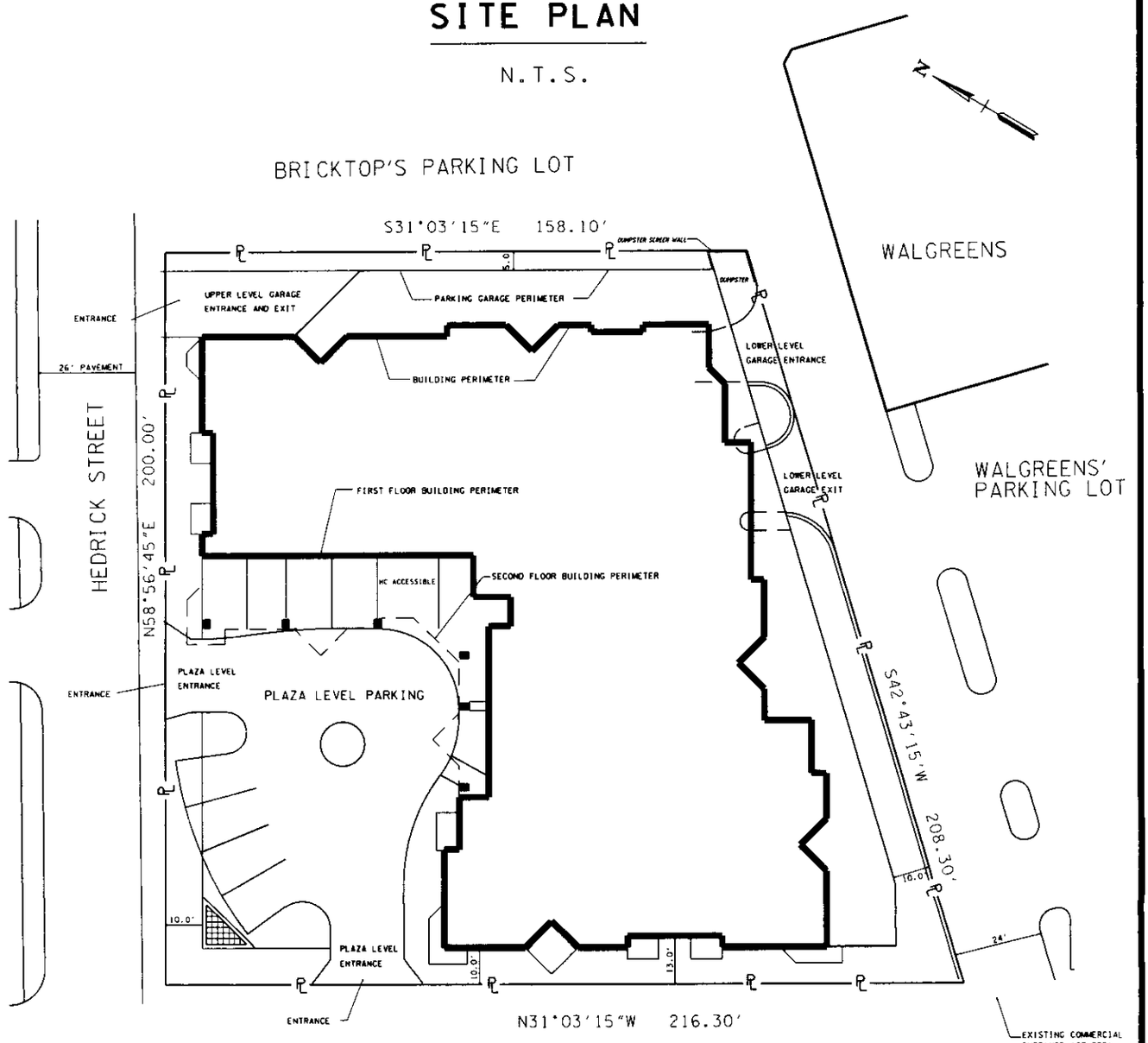
Being the same property conveyed to West End Partners LLC by deed of record at Instrument No. 20050927-0116039, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

CONDOMINIUM PLAT
(Attached)

SITE PLAN

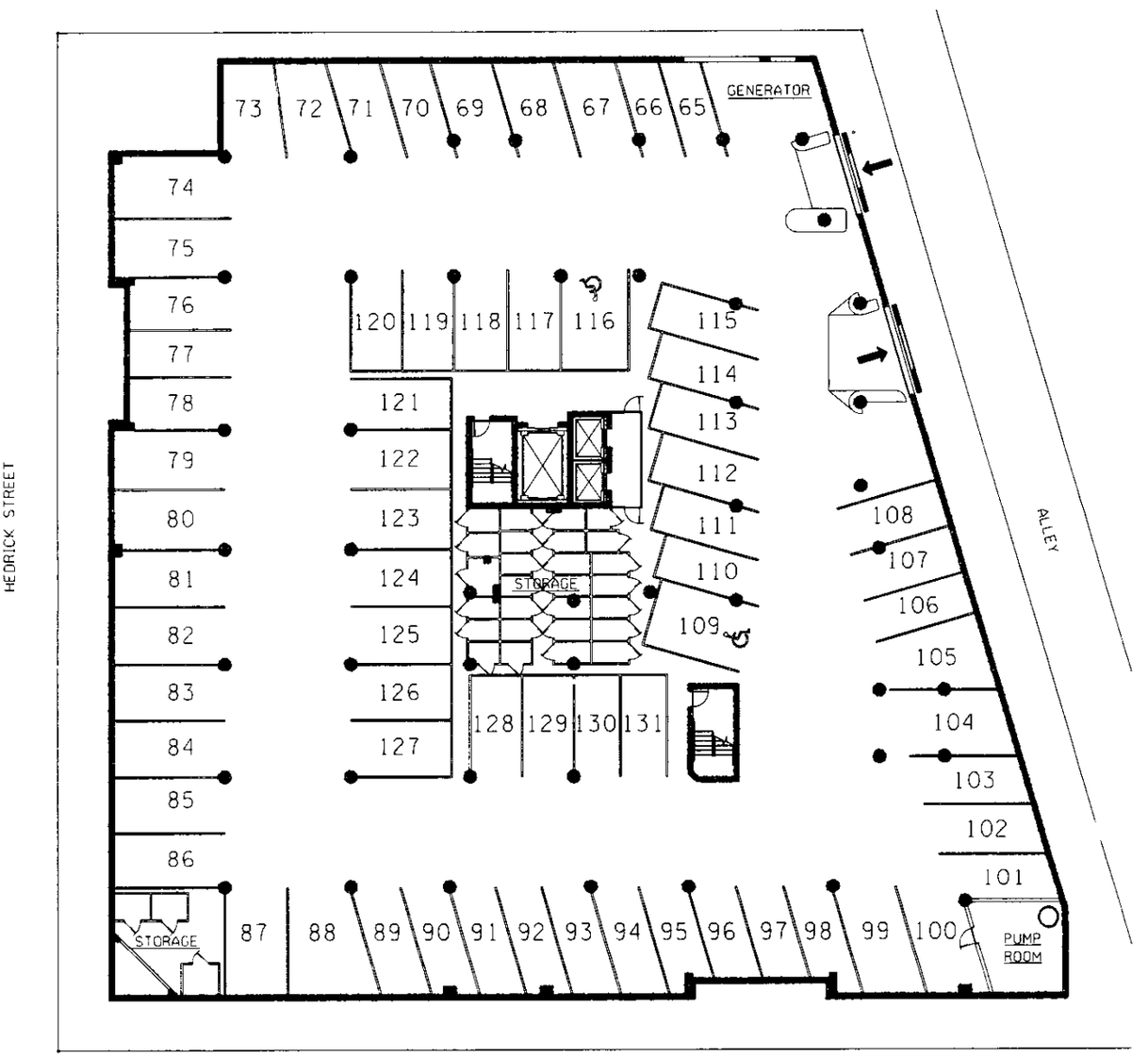
N.T.S.



THE WEST END
110 31ST. AVENUE N.

LEVEL P1 - PARKING

N.T.S.



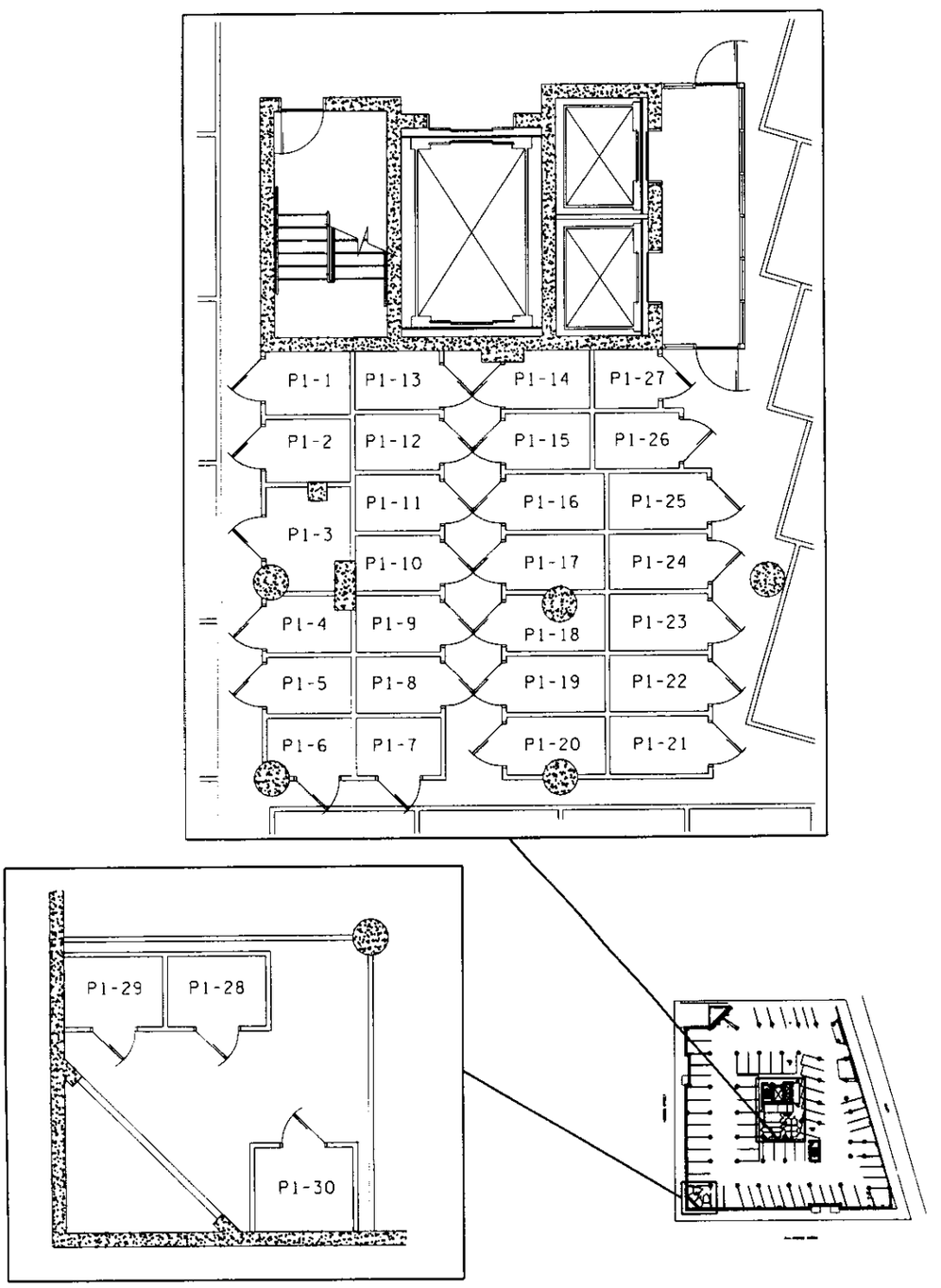
THE WEST END

110 31ST. AVENUE N.

P1 PARKING	APPROX. 30,130 S.F.

LEVEL P1 - STORAGE

N.T.S.

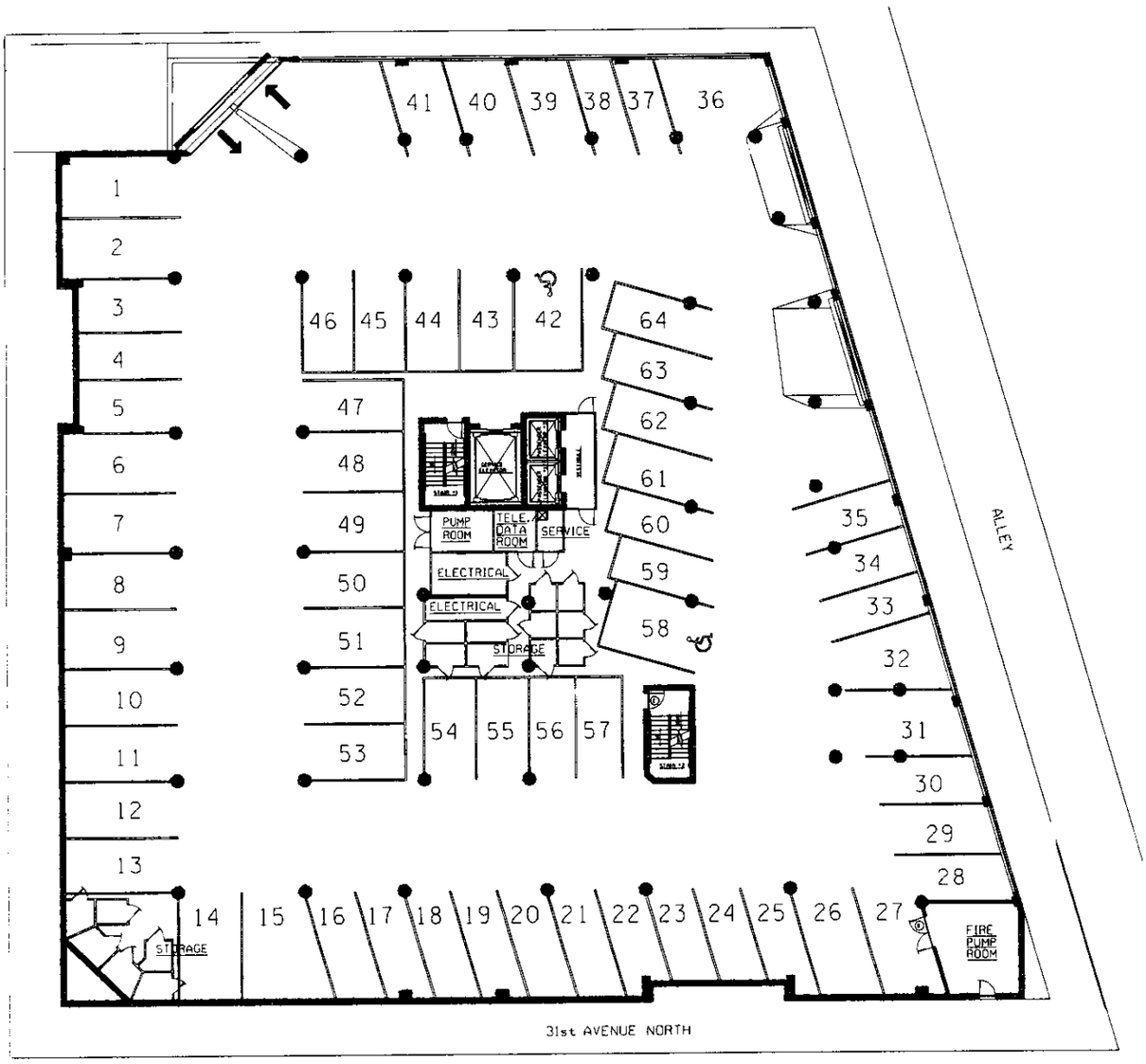


THE WEST END

110 31ST. AVENUE N.

LEVEL P2 - PARKING

N.T.S.



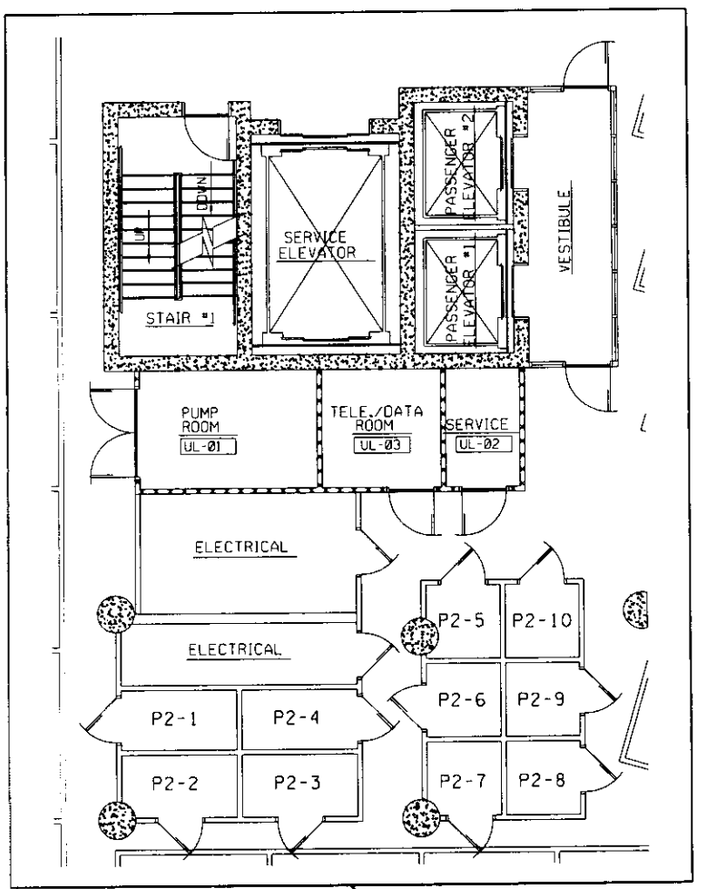
P2 PARKING	APPROX. 29,667 S.F.

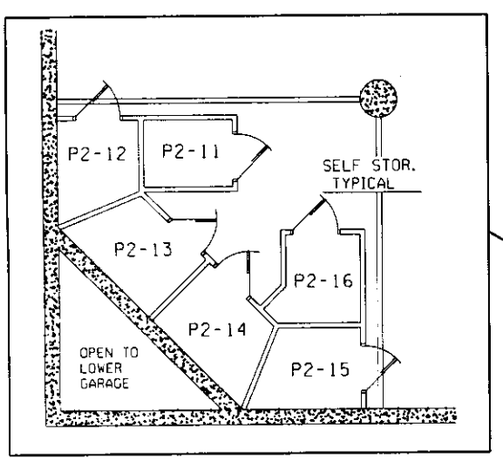
THE WEST END

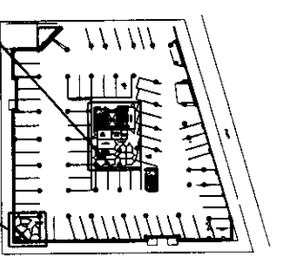
110 31ST. AVENUE N.

LEVEL P2 - STORAGE

N.T.S.





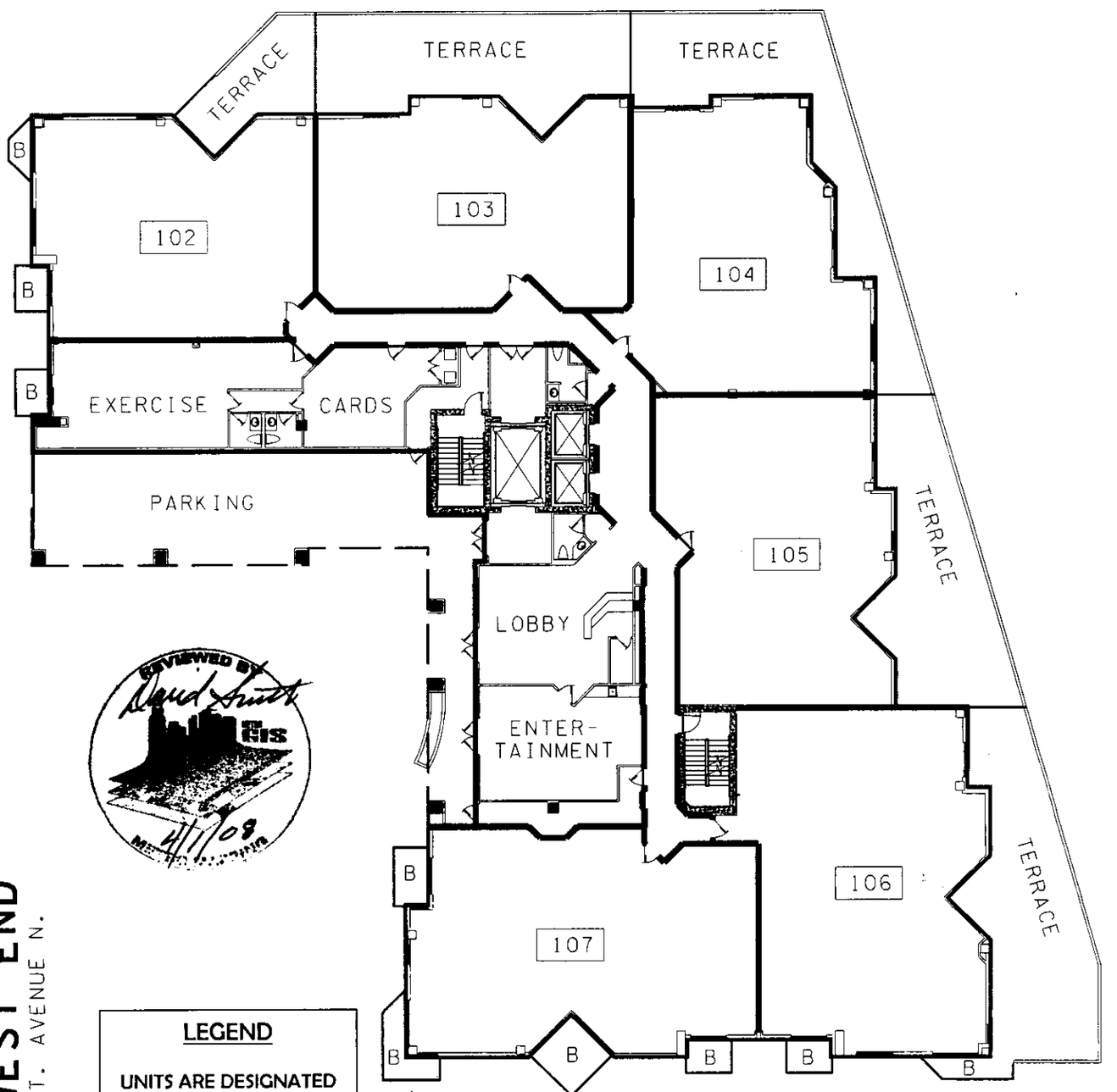


THE WEST END

110 31ST. AVENUE N.

1ST FLOOR RESIDENTIAL

N.T.S.



REVIEWED BY
David Smith
Fire Dept
4/1/08

THE WEST END

110 31ST. AVENUE N.

LEGEND

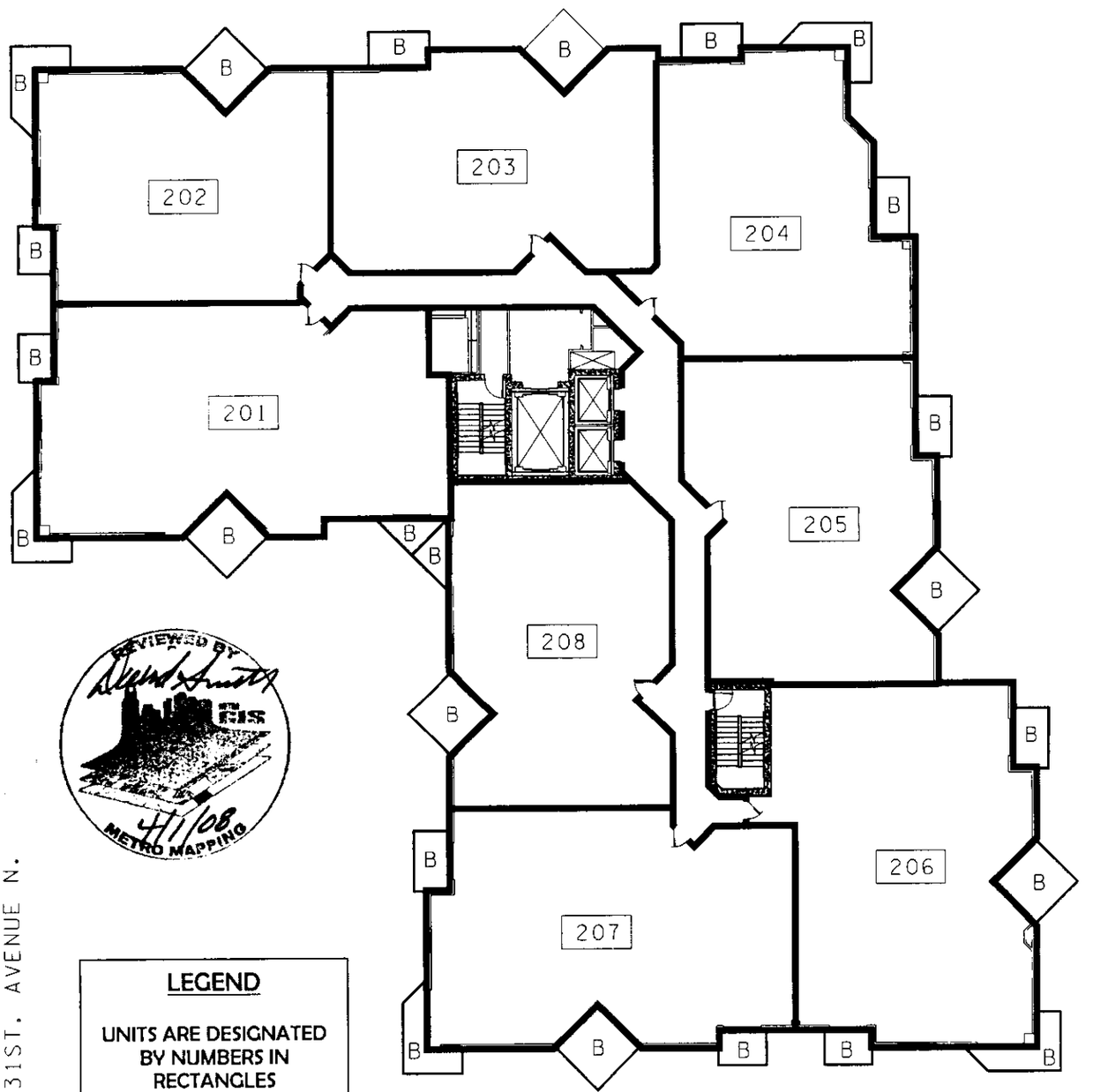
UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

1ST FLOOR	APPROX. 17,890 S.F.

2ND FLOOR RESIDENTIAL

N.T.S.



REVIEWED BY GIS 4/1/08 METRO MAPPING

LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

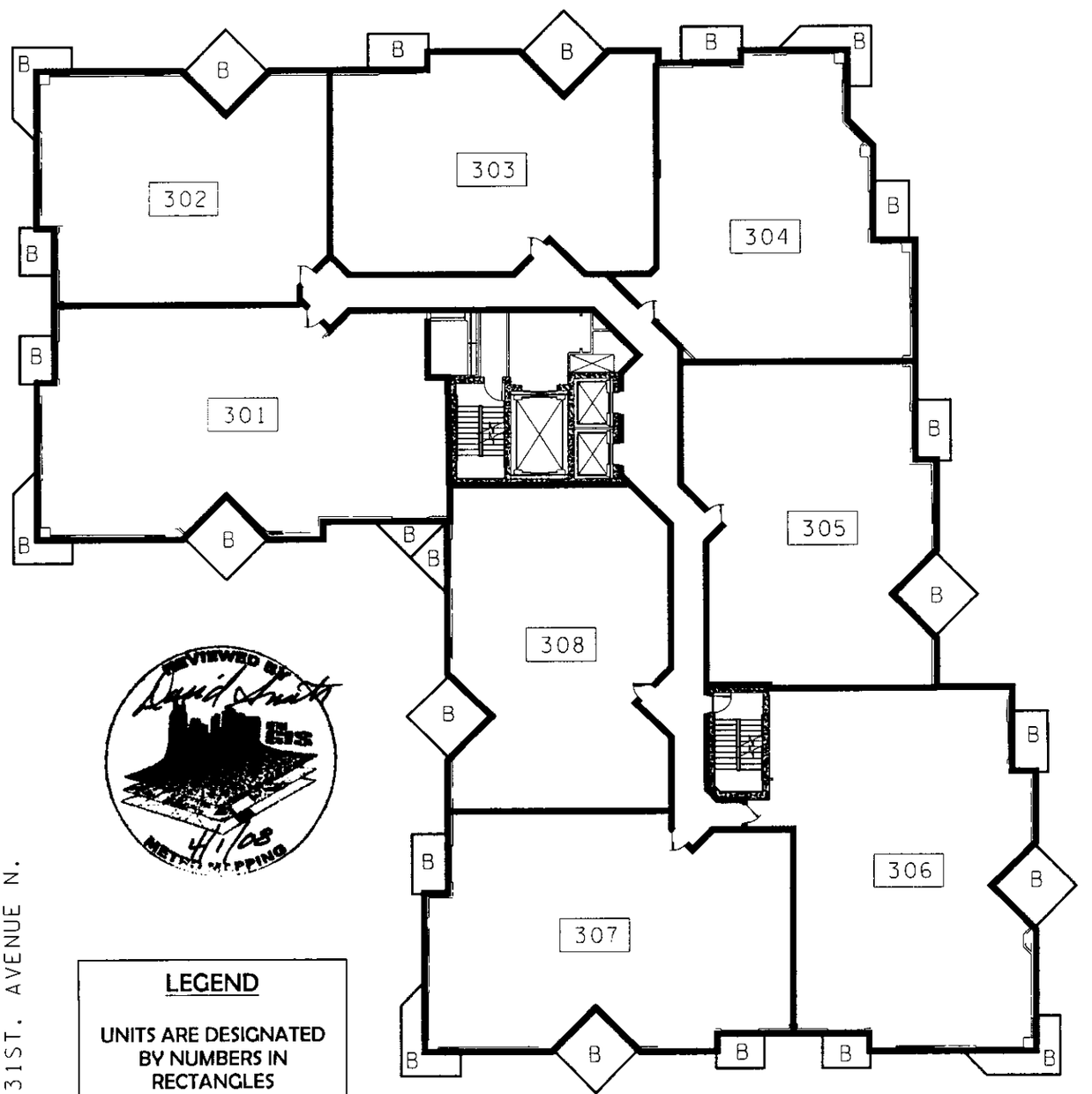
2ND FLOOR	APPROX. 19,560 S.F.

THE WEST END

110 31ST. AVENUE N.

3RD FLOOR RESIDENTIAL

N.T.S.



REVIEWED BY David Smith
4/1/08
METRO MAPPING

LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

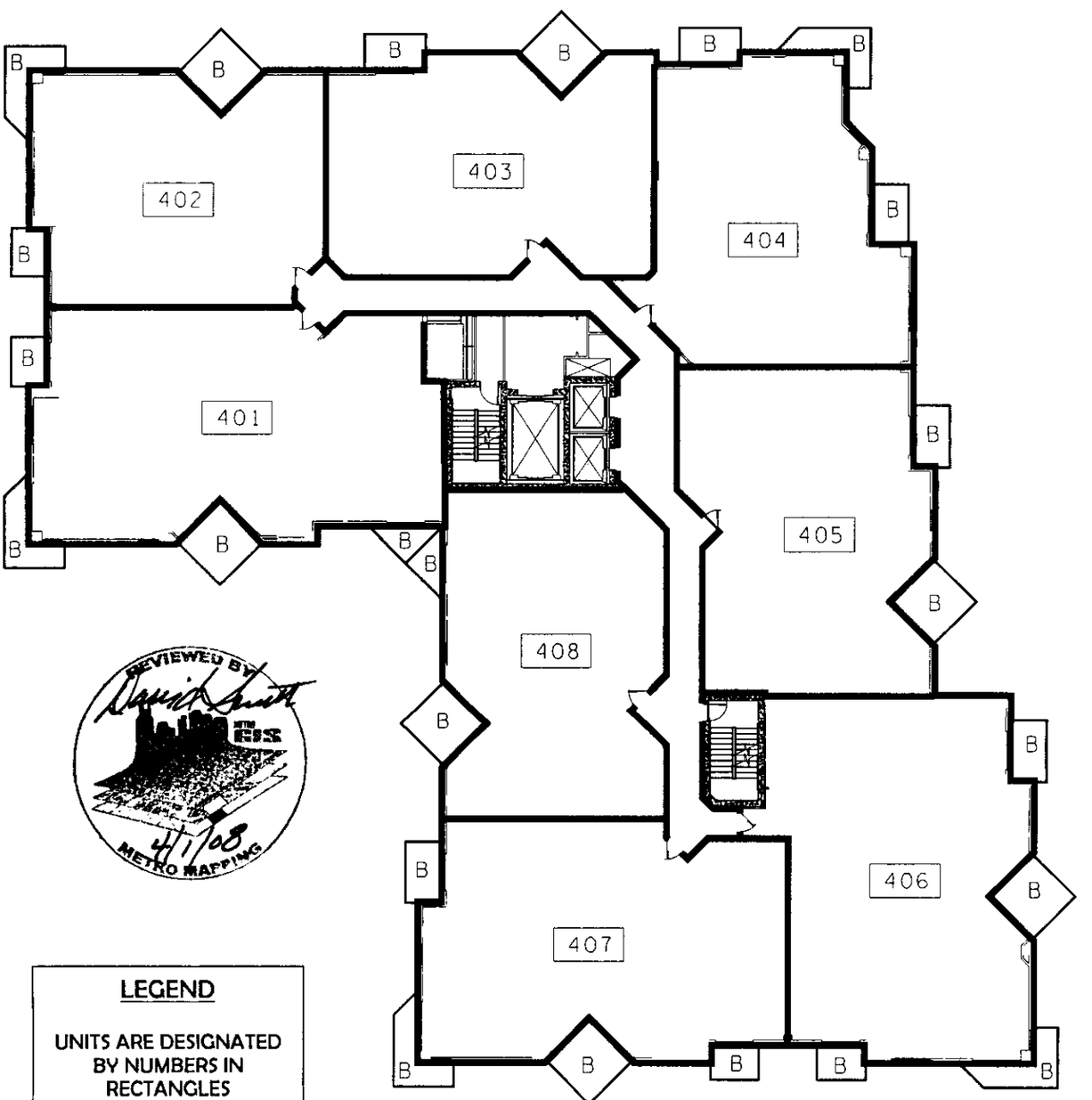
3RD FLOOR	APPROX. 19,560 S.F.

THE WEST END

110 31ST. AVENUE N.

4TH FLOOR RESIDENTIAL

N.T.S.



REVIEWED BY
4/1/08
METRO MAPPING

LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

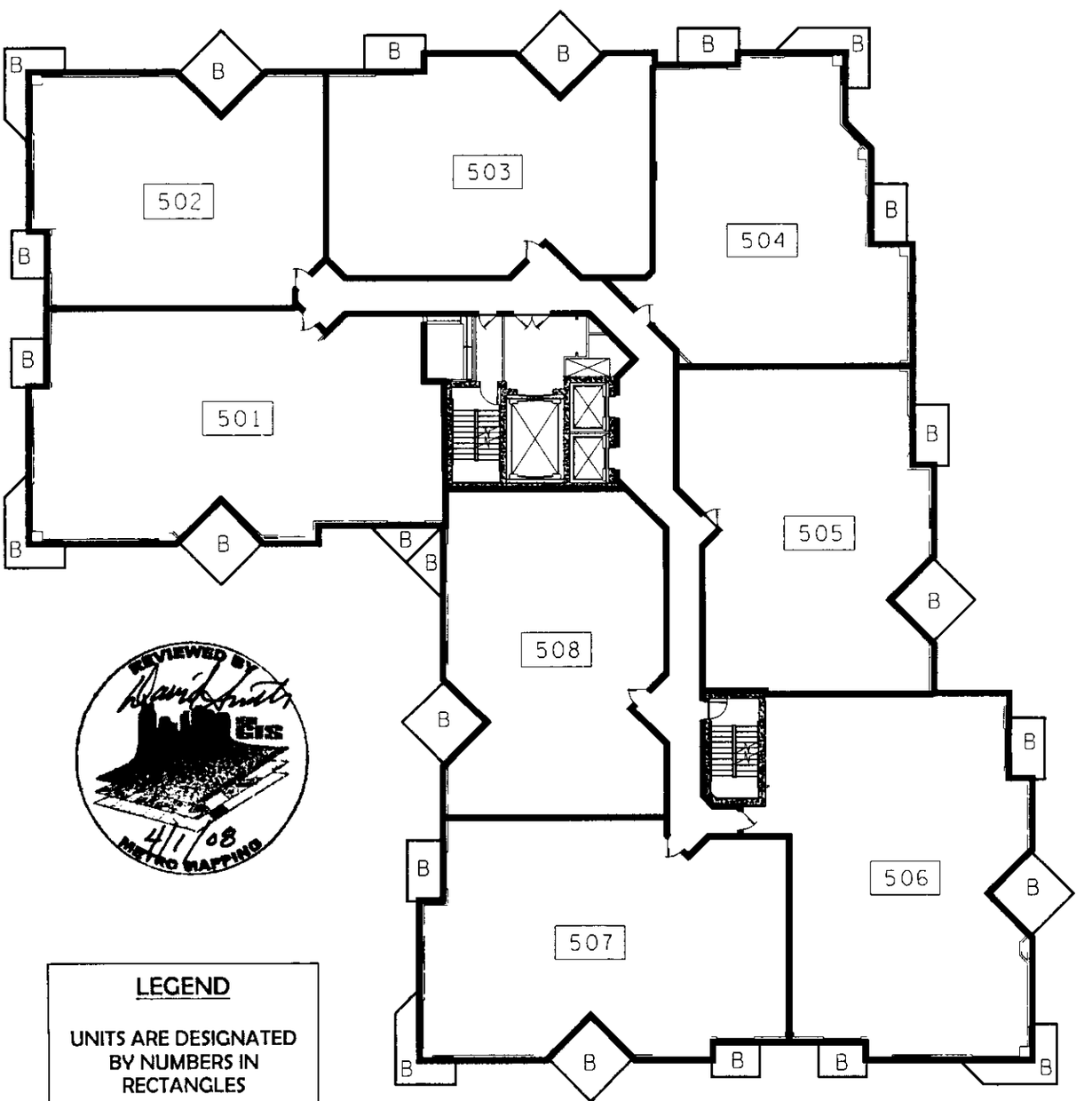
4TH FLOOR	APPROX. 19,560 S.F.

THE WEST END

110 31ST. AVENUE N.

5TH FLOOR RESIDENTIAL

N.T.S.



LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

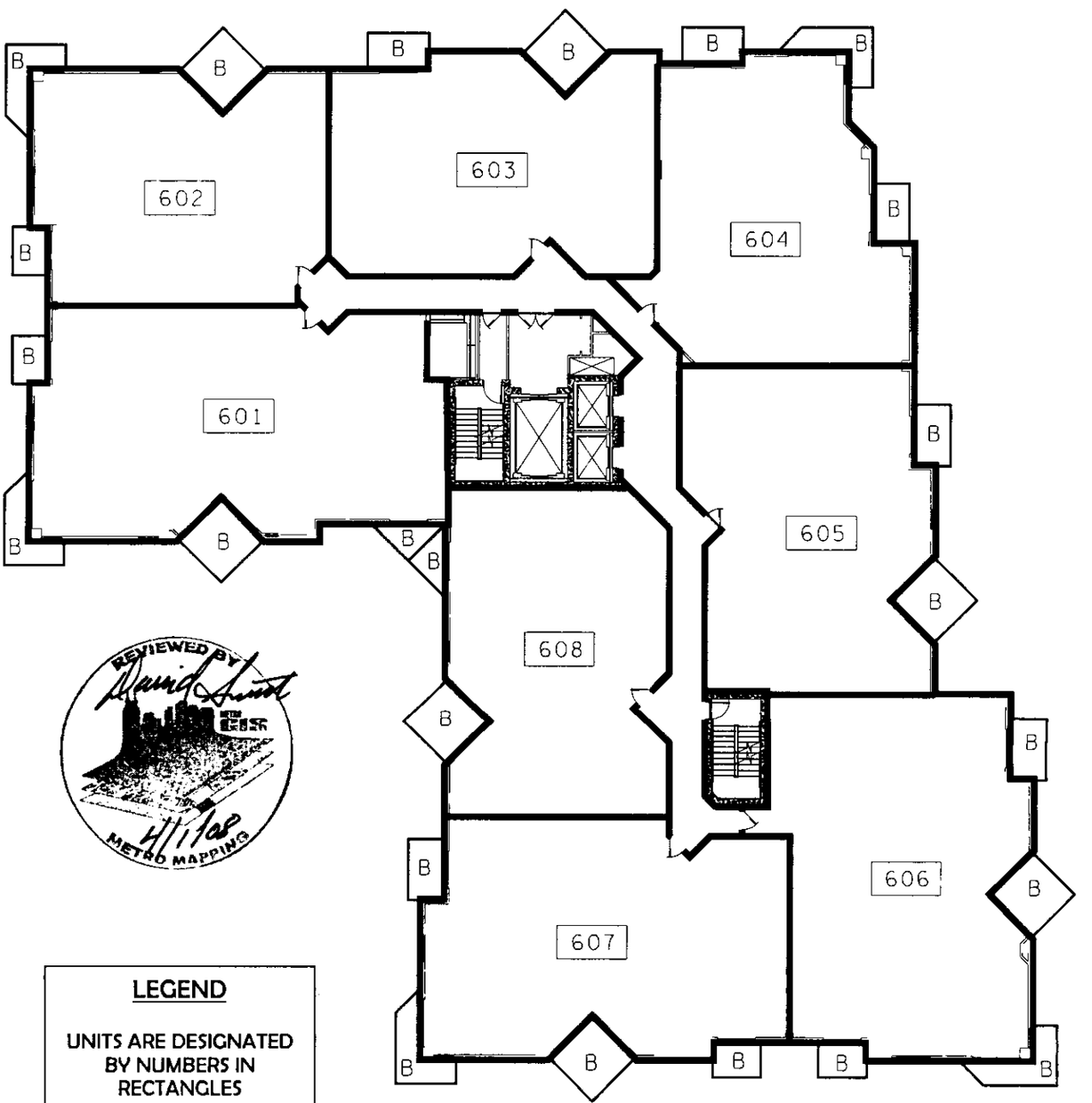
5TH FLOOR	APPROX. 19,560 S.F.

THE WEST END

110 31ST. AVENUE N.

6TH FLOOR RESIDENTIAL

N.T.S.



REVIEWED BY
4/1/08
METRO MAPPING

LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

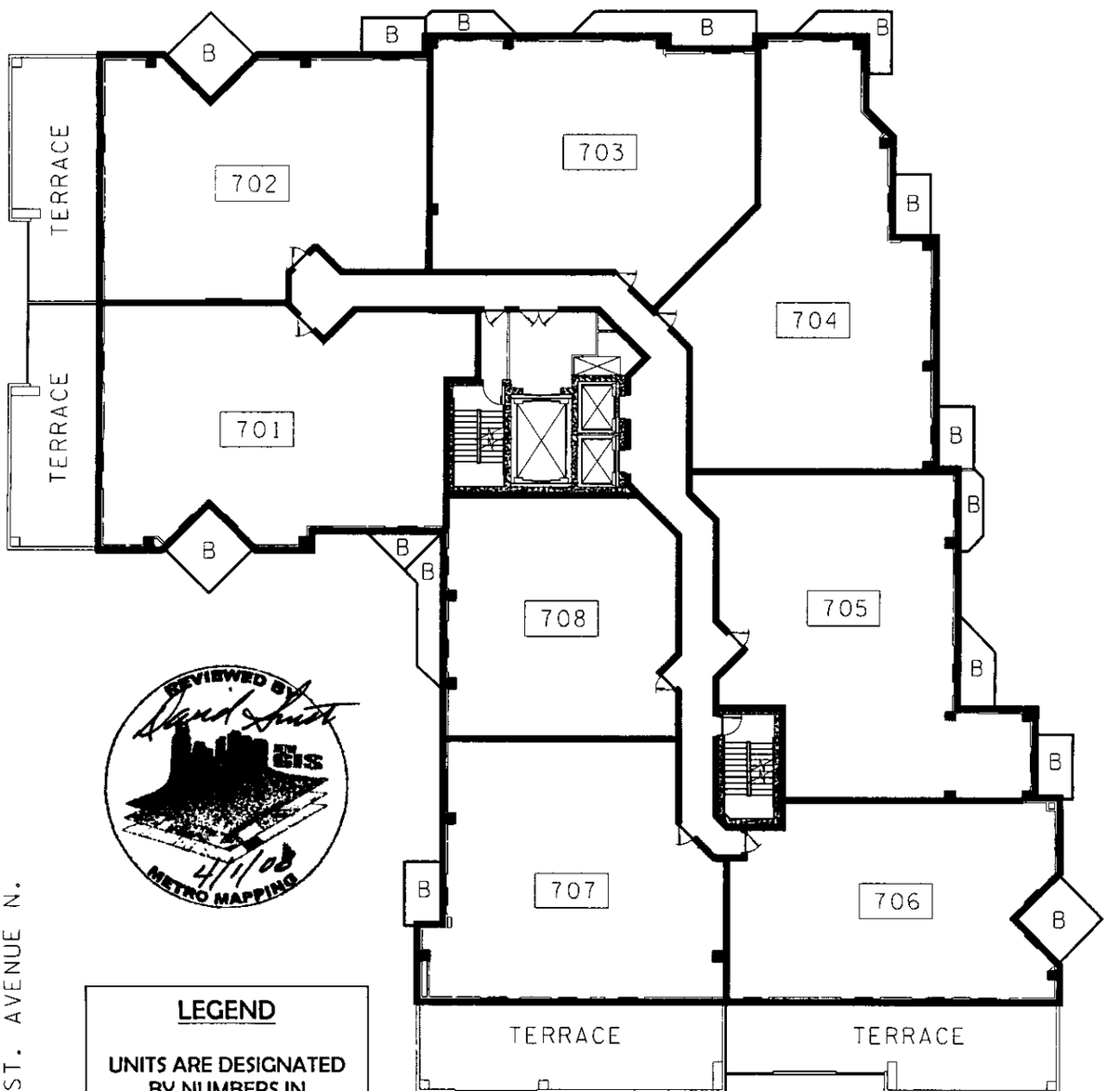
6TH FLOOR	APPROX. 19,560 S.F.

THE WEST END

110 31ST. AVENUE N.

7TH FLOOR RESIDENTIAL

N.T.S.



LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

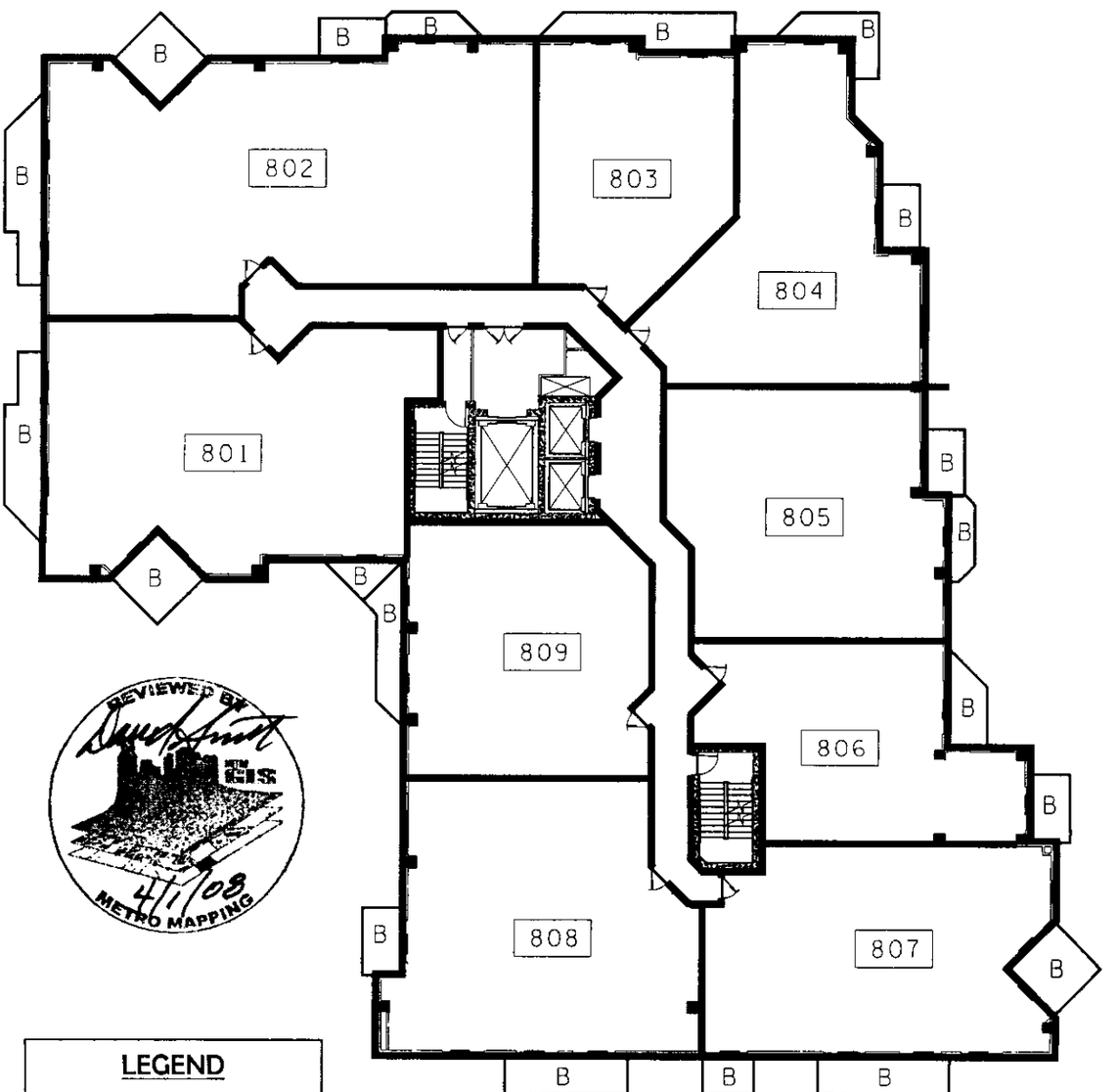
7TH FLOOR	APPROX. 17,282 S.F.

THE WEST END

110 31ST. AVENUE N.

8TH FLOOR RESIDENTIAL

N.T.S.



REVIEWED BY
4/1/08
METRO MAPPING

LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

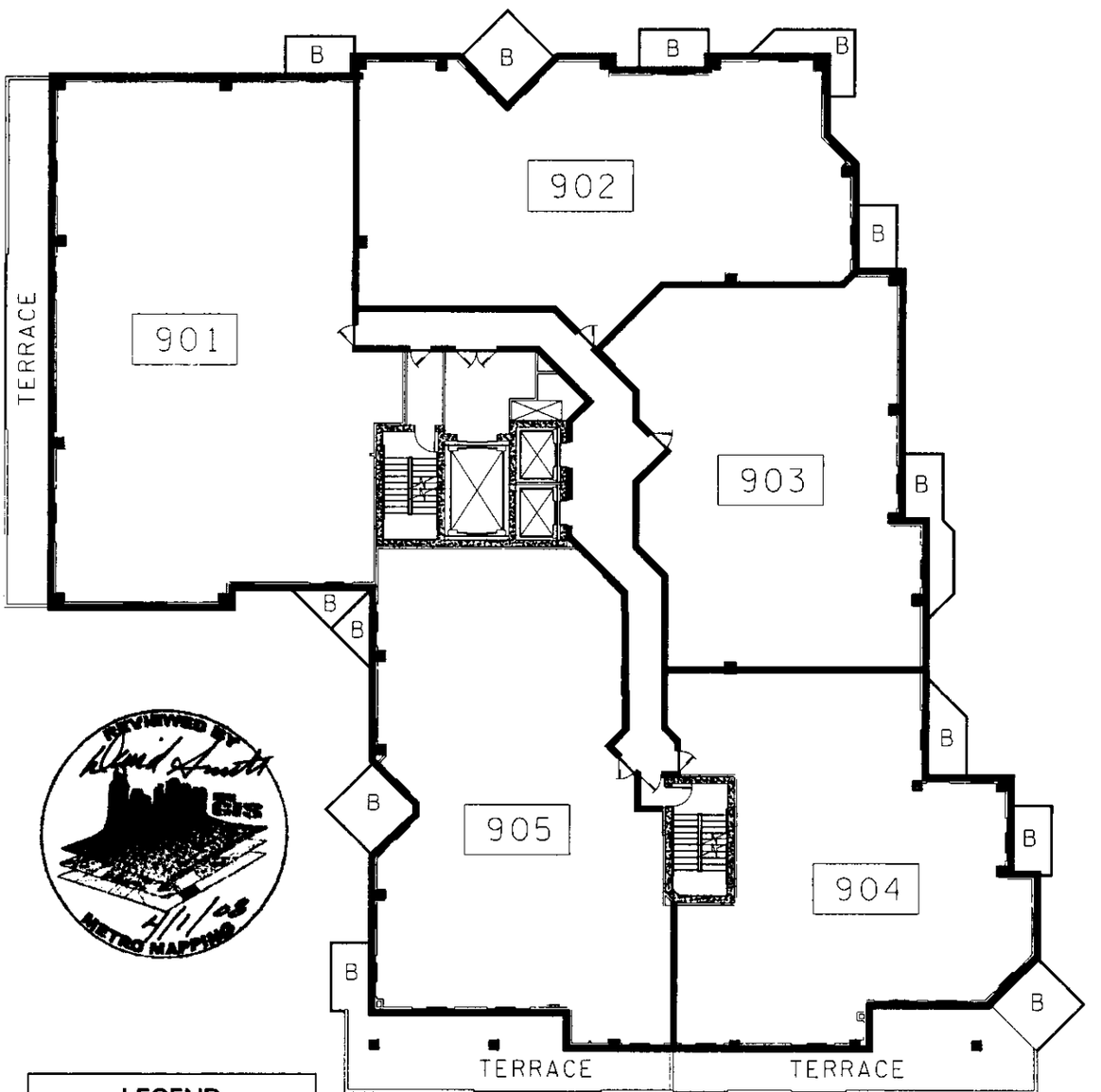
8TH FLOOR	APPROX. 17,282 S.F.

THE WEST END

110 31ST. AVENUE N.

9TH FLOOR RESIDENTIAL

N.T.S.



REVIEWED BY
4/1/08
METRO MAPPING

LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

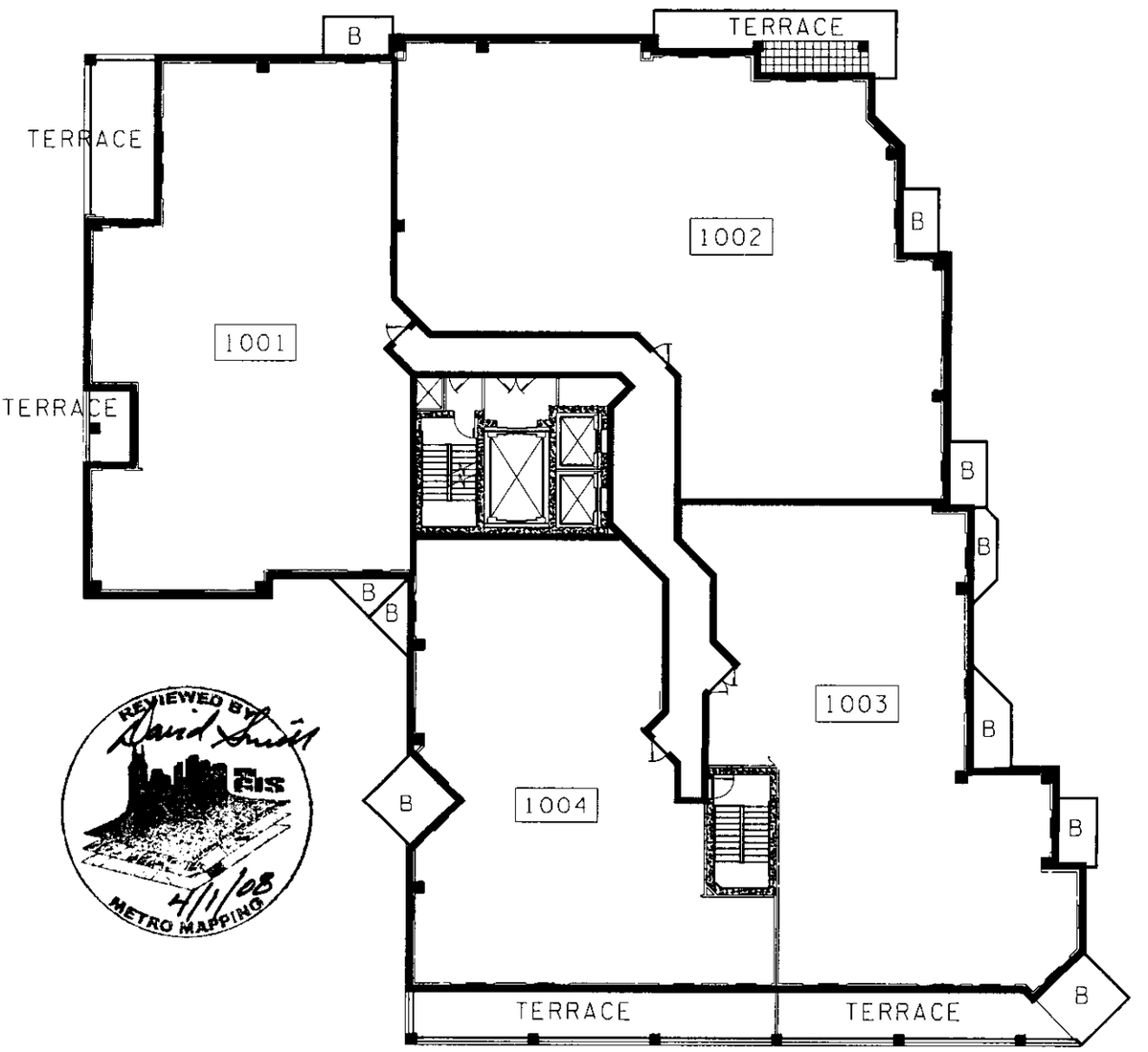
9TH FLOOR	APPROX. 15,721 S.F.

THE WEST END

110 31ST. AVENUE N.

10TH FLOOR RESIDENTIAL

N.T.S.



REVIEWED BY David Smith
4/1/08
METRO MAPPING

LEGEND

UNITS ARE DESIGNATED BY NUMBERS IN RECTANGLES

B=BALCONY

10TH FLOOR	APPROX. 14,904 S.F.

THE WEST END

110 31ST. AVENUE N.

EXHIBIT "D"

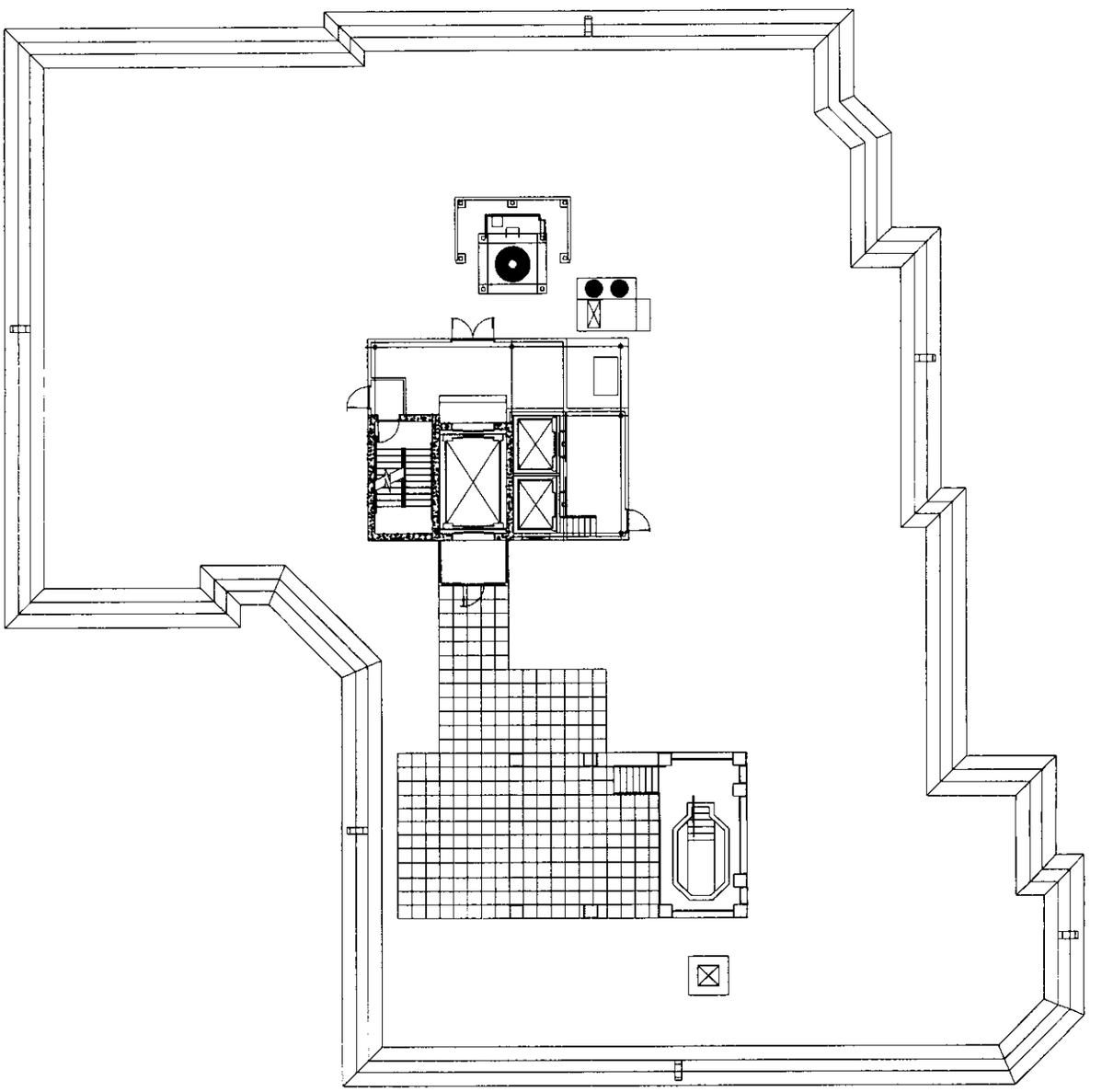
SCHEDULE OF PERCENTAGE INTERESTS IN THE COMMON ELEMENTS

Unit #	Unit Type	Unit Area (sq. ft.)	Per Cent Ownership in Common Elements	Unit #	Unit Type	Unit Area (sq. ft.)	Per Cent Ownership in Common Elements
102	B	1,746	1.174%	507	G	2,181	1.466%
103	C	1,845	1.240%	508	H	1,893	1.272%
104	D	1,889	1.270%	601	A	2,506	1.684%
105	E	2,039	1.370%	602	B	1,746	1.174%
106	F	2,349	1.579%	603	C	1,845	1.240%
107	G	2,181	1.466%	604	D	1,889	1.270%
201	A	2,506	1.684%	605	E	2,039	1.370%
202	B	1,746	1.174%	606	F	2,349	1.579%
203	C	1,845	1.240%	607	G	2,181	1.466%
204	D	1,889	1.270%	608	H	1,893	1.272%
205	E	2,039	1.370%	701	I	1,984	1.333%
206	F	2,349	1.579%	702	JK7	1,811	1.217%
207	G	2,181	1.466%	703	KL7	1,855	1.247%
208	H	1,893	1.272%	704	MN7	2,049	1.377%
301	A	2,506	1.684%	705	NO7	1,994	1.340%
302	B	1,746	1.174%	706	P	1,544	1.038%
303	C	1,845	1.240%	707	Q	1,724	1.159%
304	D	1,889	1.270%	708	R	1,397	0.939%
305	E	2,039	1.370%	801	I	1,984	1.333%
306	F	2,349	1.579%	802	JK8	2,614	1.757%
307	G	2,181	1.466%	803	L	1,046	0.703%
308	H	1,893	1.272%	804	M	1,387	0.932%
401	A	2,506	1.684%	805	N	1,470	0.988%
402	B	1,746	1.174%	806	O	1,145	0.770%
403	C	1,845	1.240%	807	P	1,544	1.038%
404	D	1,889	1.270%	808	Q	1,724	1.159%
405	E	2,039	1.370%	809	R	1,397	0.939%
406	F	2,349	1.579%	901	S	3,550	2.386%
407	G	2,181	1.466%	902	T	2,468	1.659%
408	H	1,893	1.272%	903	U	2,213	1.487%
501	A	2,506	1.684%	904	V	2,261	1.520%
502	B	1,746	1.174%	905	W	2,732	1.836%
503	C	1,845	1.240%	1001	X1	3,168	2.129%
504	D	1,889	1.270%	1002	X2	3,993	2.684%
505	E	2,039	1.370%	1003	Y	2,788	1.874%
506	F	2,349	1.579%	1004	Z	2,653	1.783%
	Sub-Totals	73,767	49.580%		Sub-Totals	75,017	50.420%
	Total	**148,784**	**100.000%**				



ROOF PLAN

N.T.S.



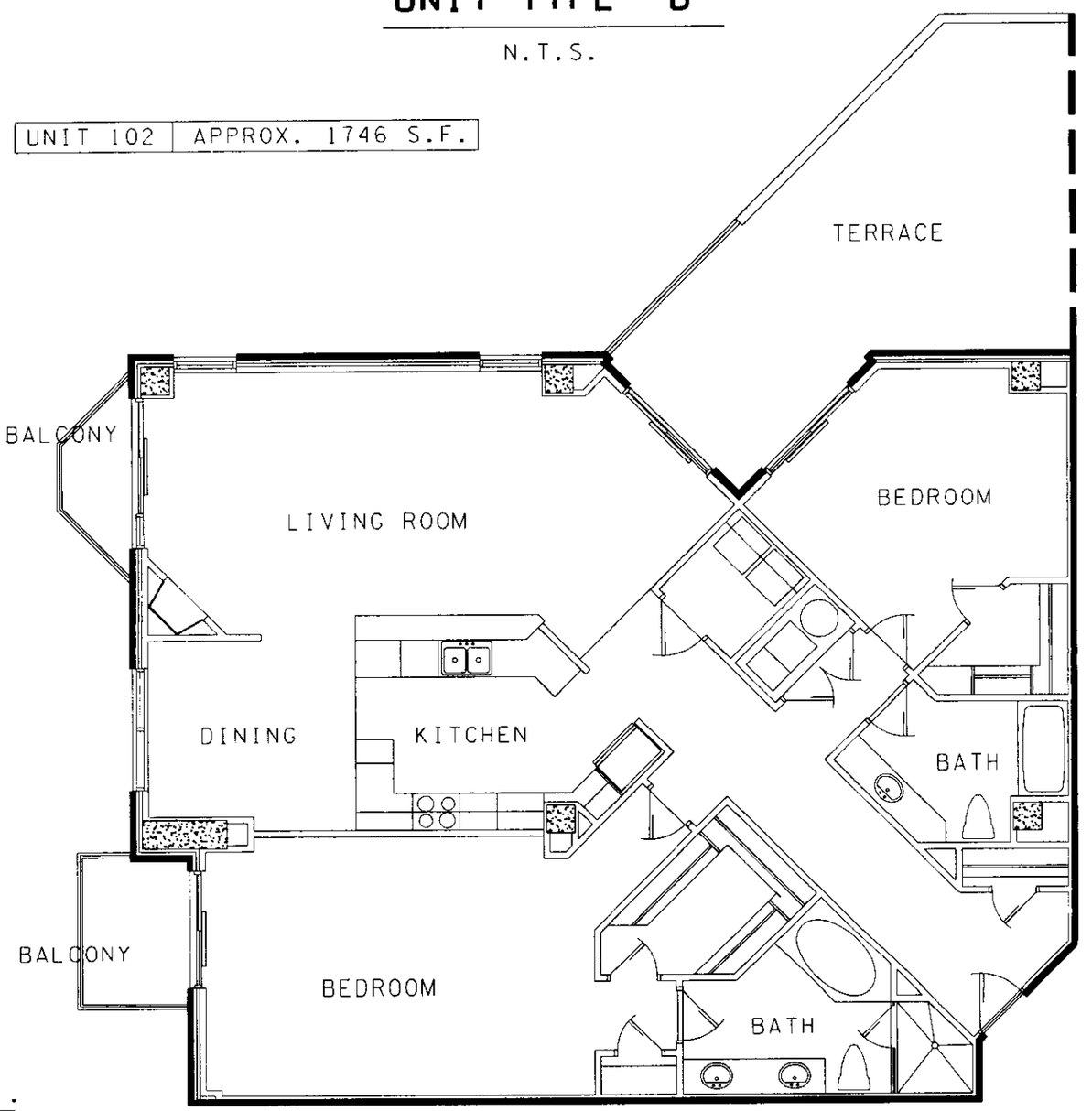
THE WEST END

110 31ST. AVENUE N.

UNIT TYPE "B"

N.T.S.

UNIT 102	APPROX. 1746 S.F.



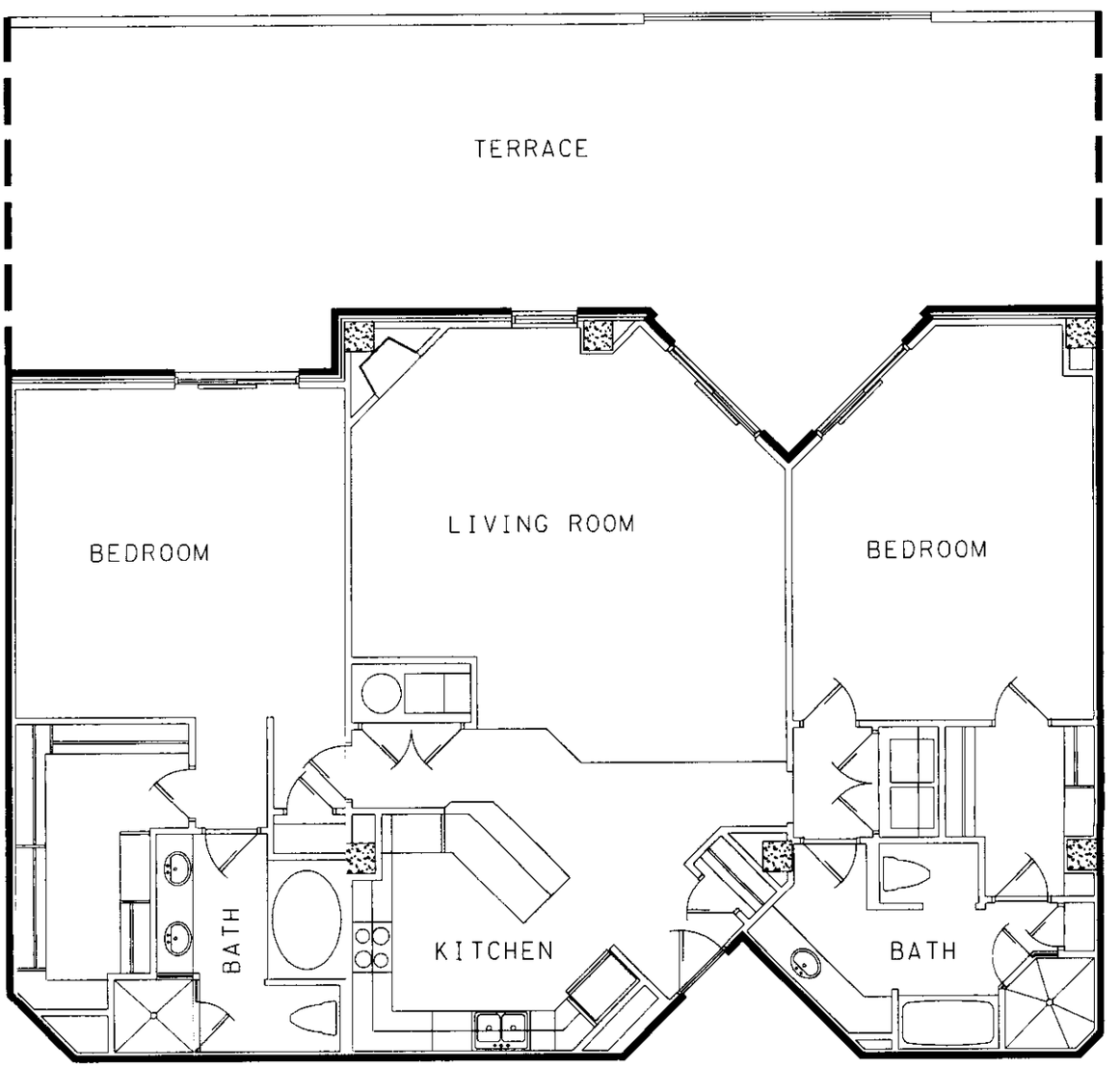
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "C"

N.T.S.

UNIT 103	APPROX. 1845 S.F.



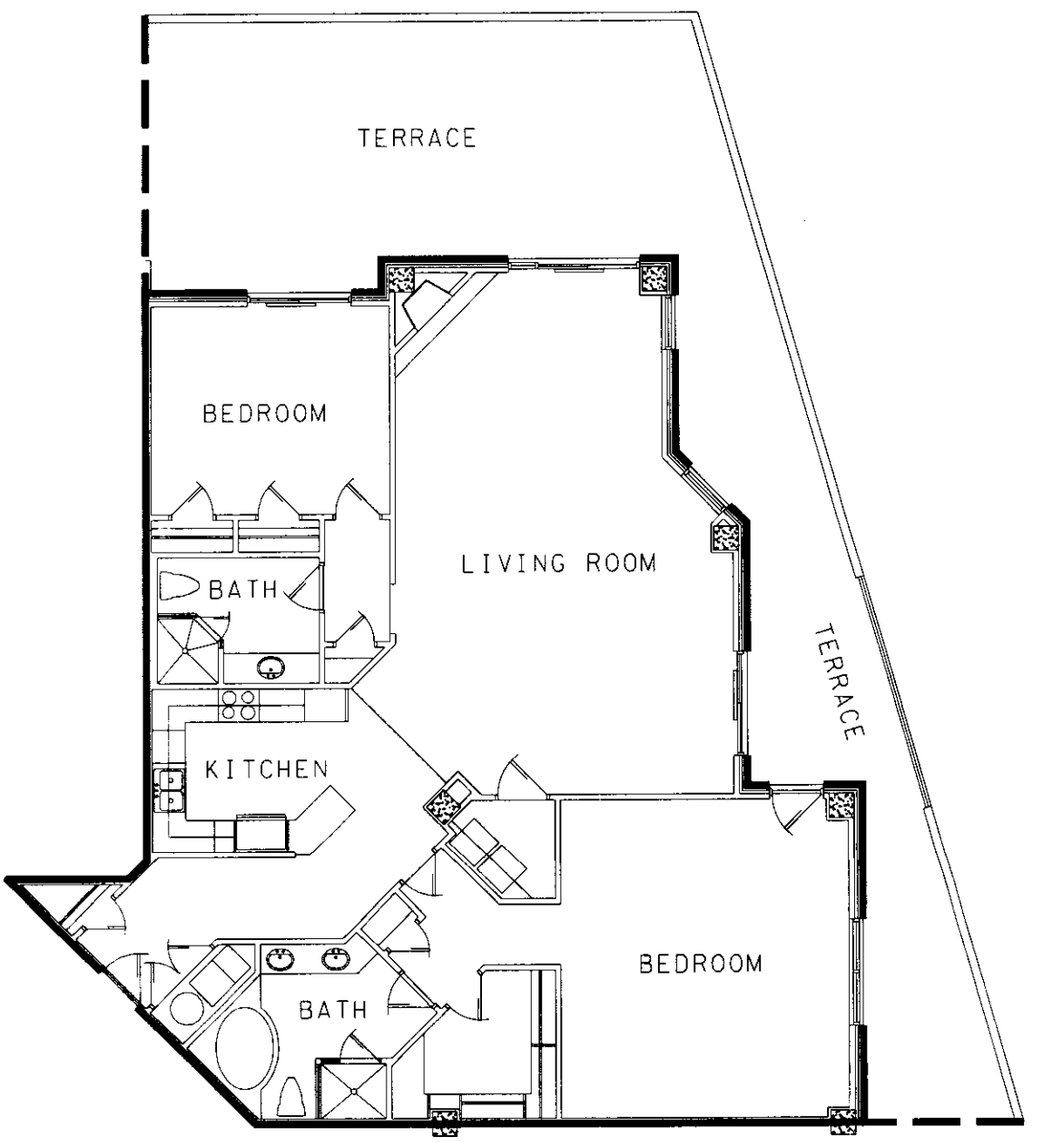
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "D"

N.T.S.

UNIT 104	APPROX. 1889 S.F.



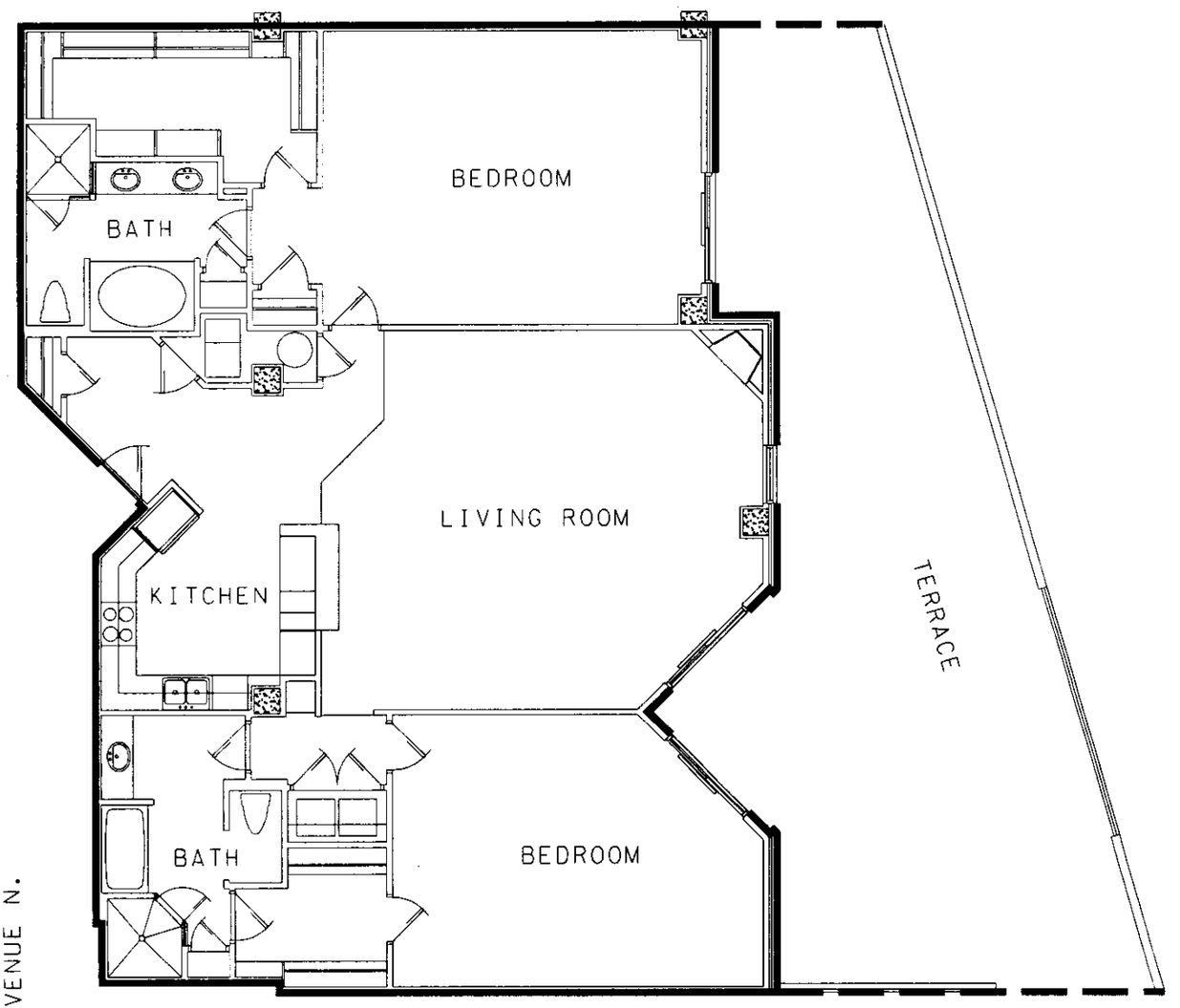
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "E"

N.T.S.

UNIT 105	APPROX. 2039 S.F.



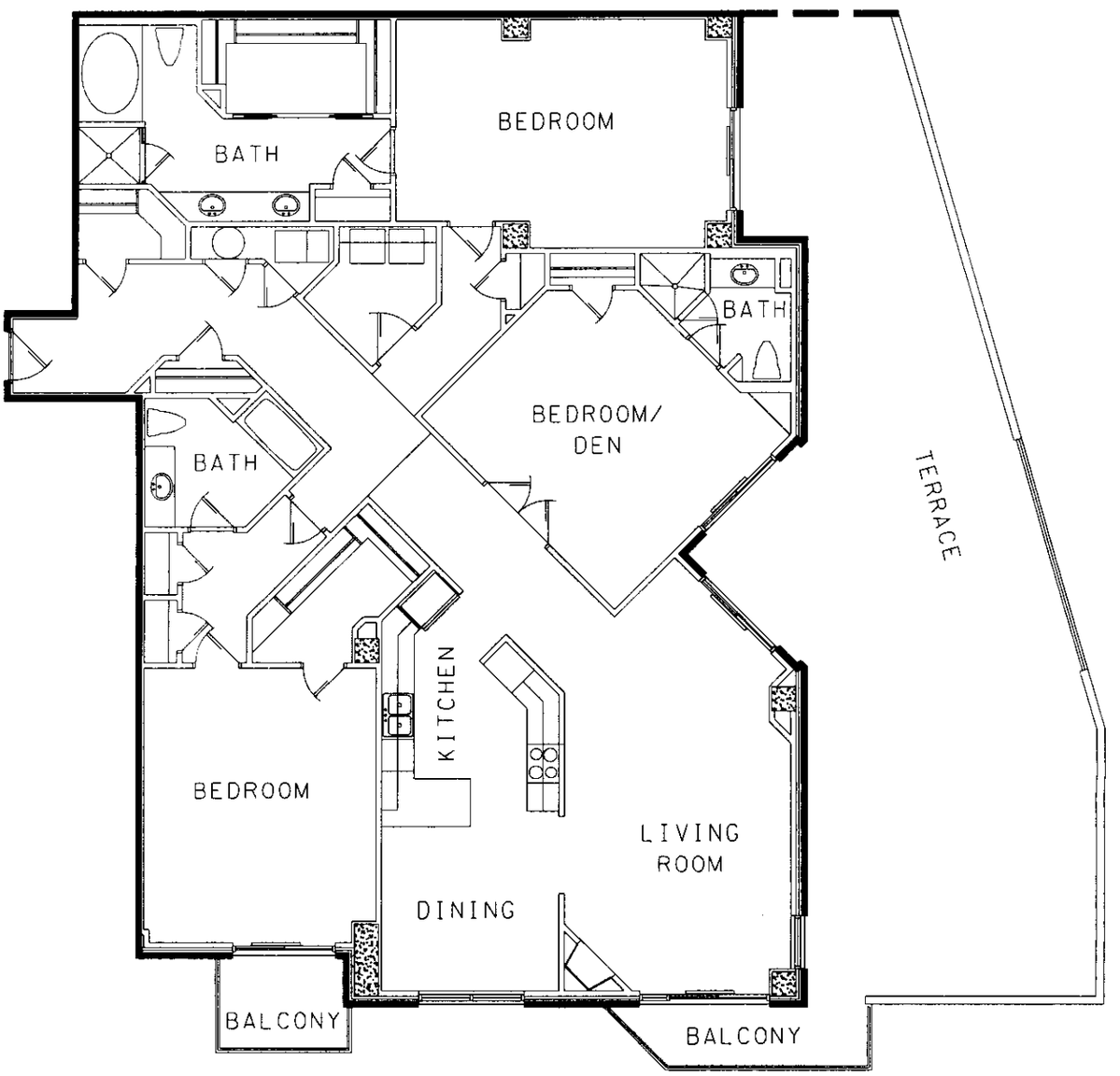
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "F"

N.T.S.

UNIT 106	APPROX. 2349 S.F.



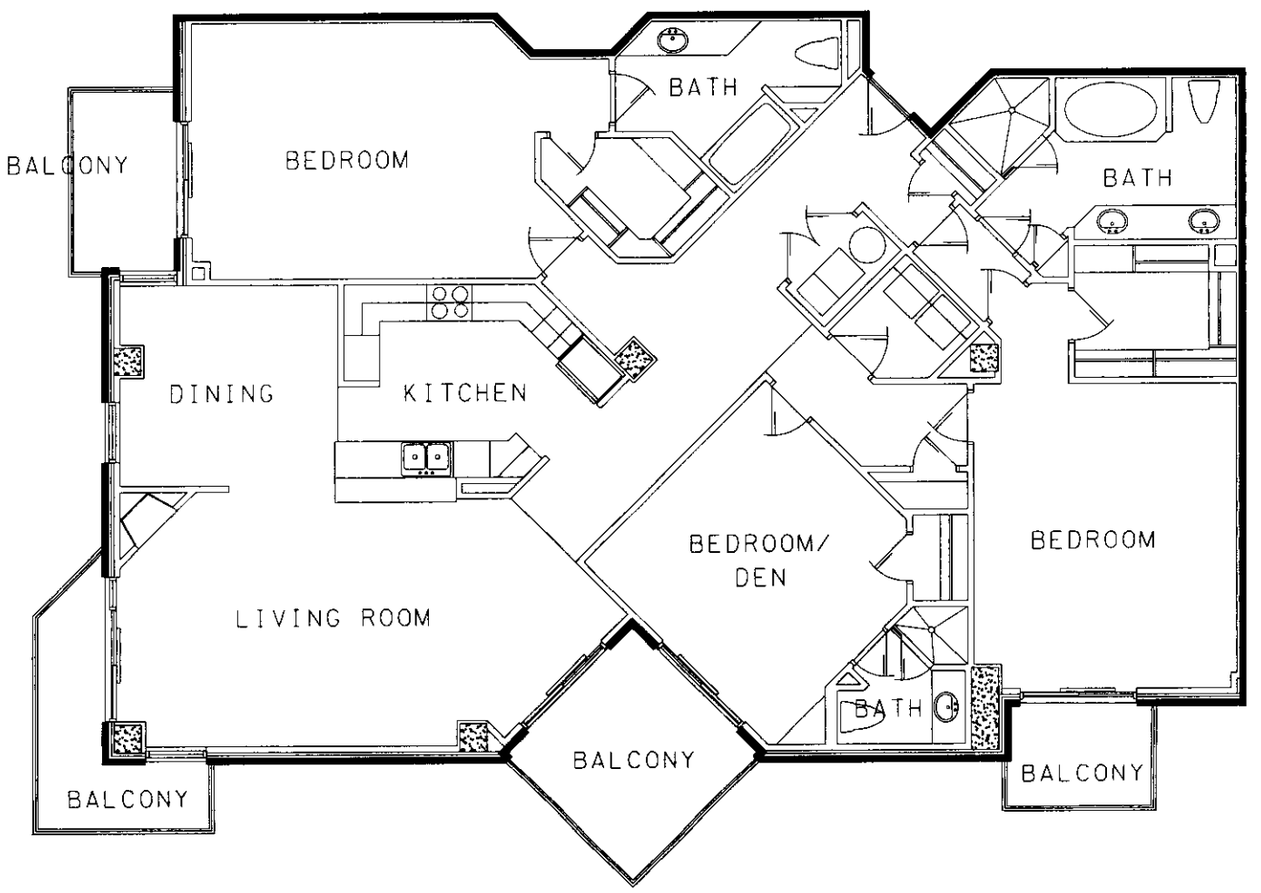
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "G"

N.T.S.

UNIT 107	APPROX. 2181 S.F.



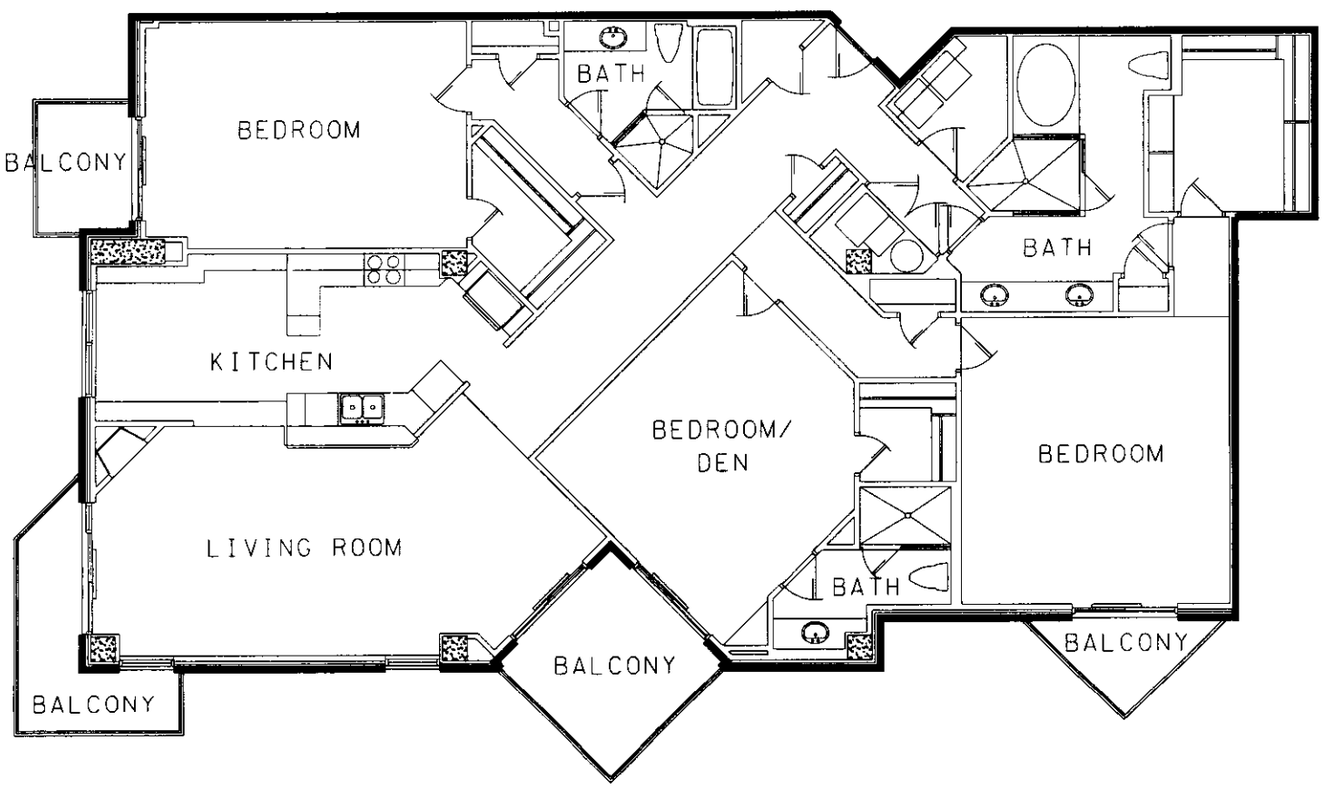
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL
REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY
THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "A"

N.T.S.

UNIT 201	APPROX. 2506 S.F.
UNIT 301	APPROX. 2506 S.F.
UNIT 401	APPROX. 2506 S.F.
UNIT 501	APPROX. 2506 S.F.
UNIT 601	APPROX. 2506 S.F.



THE WEST END

110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL
REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY
THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "B"

N.T.S.

UNIT 202	APPROX. 1746 S.F.
UNIT 302	APPROX. 1746 S.F.
UNIT 402	APPROX. 1746 S.F.
UNIT 502	APPROX. 1746 S.F.
UNIT 602	APPROX. 1746 S.F.



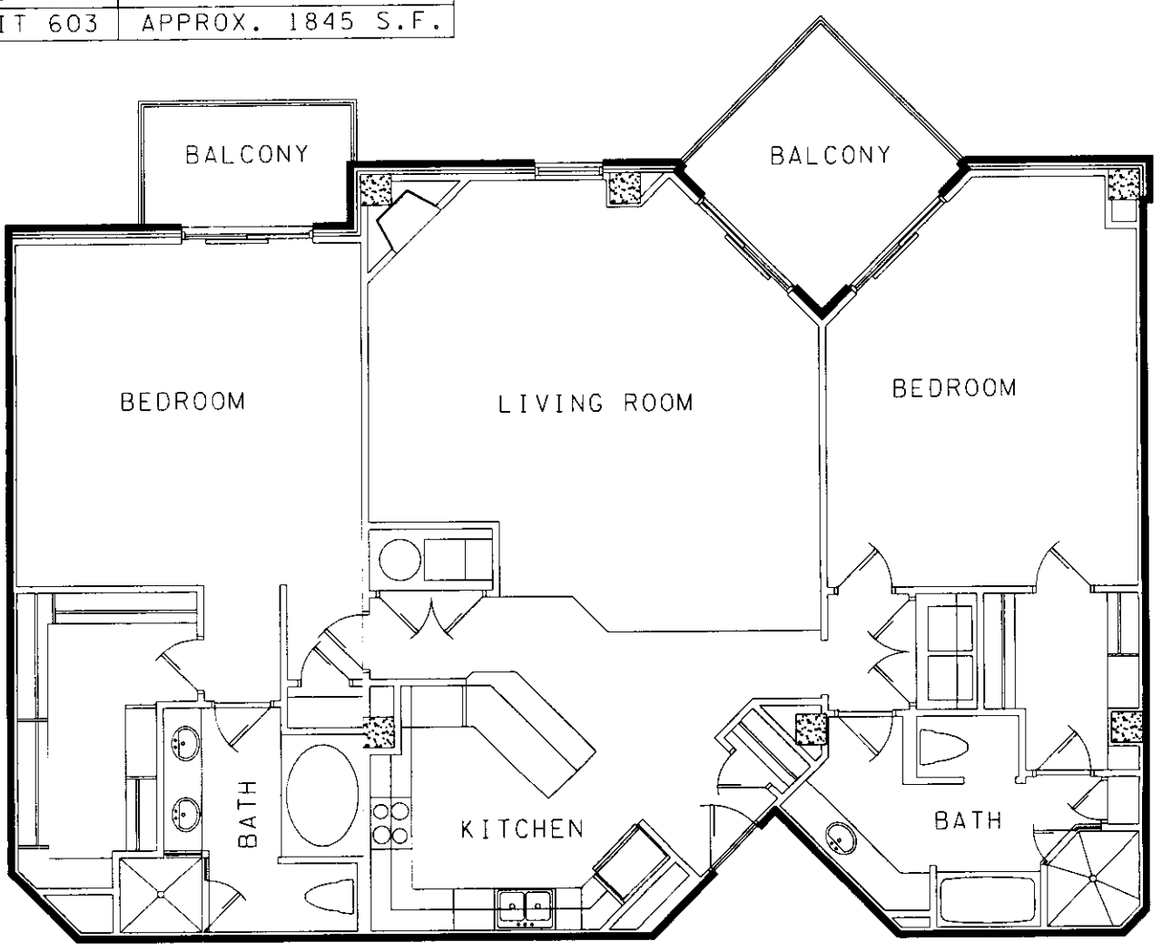
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "C"

N.T.S.

UNIT 203	APPROX. 1845 S.F.
UNIT 303	APPROX. 1845 S.F.
UNIT 403	APPROX. 1845 S.F.
UNIT 503	APPROX. 1845 S.F.
UNIT 603	APPROX. 1845 S.F.



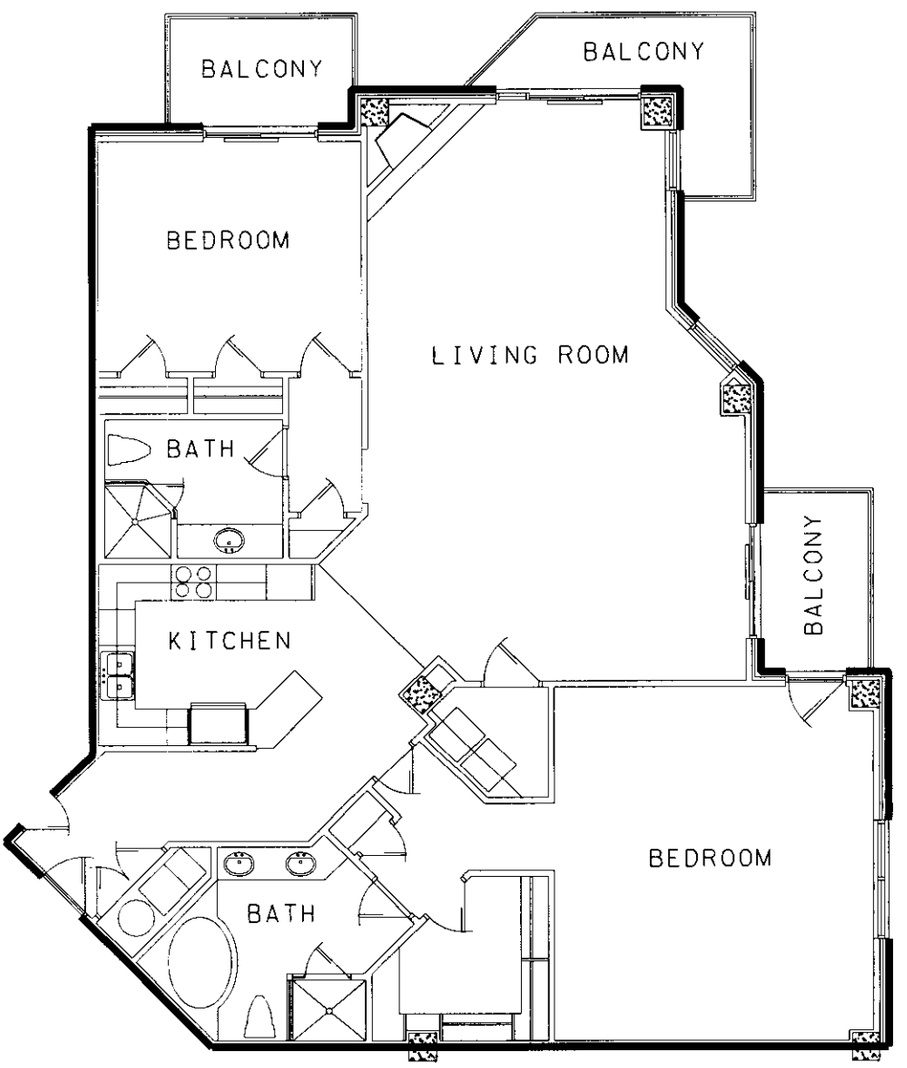
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "D"

N.T.S.

UNIT 204	APPROX. 1889 S.F.
UNIT 304	APPROX. 1889 S.F.
UNIT 404	APPROX. 1889 S.F.
UNIT 504	APPROX. 1889 S.F.
UNIT 604	APPROX. 1889 S.F.



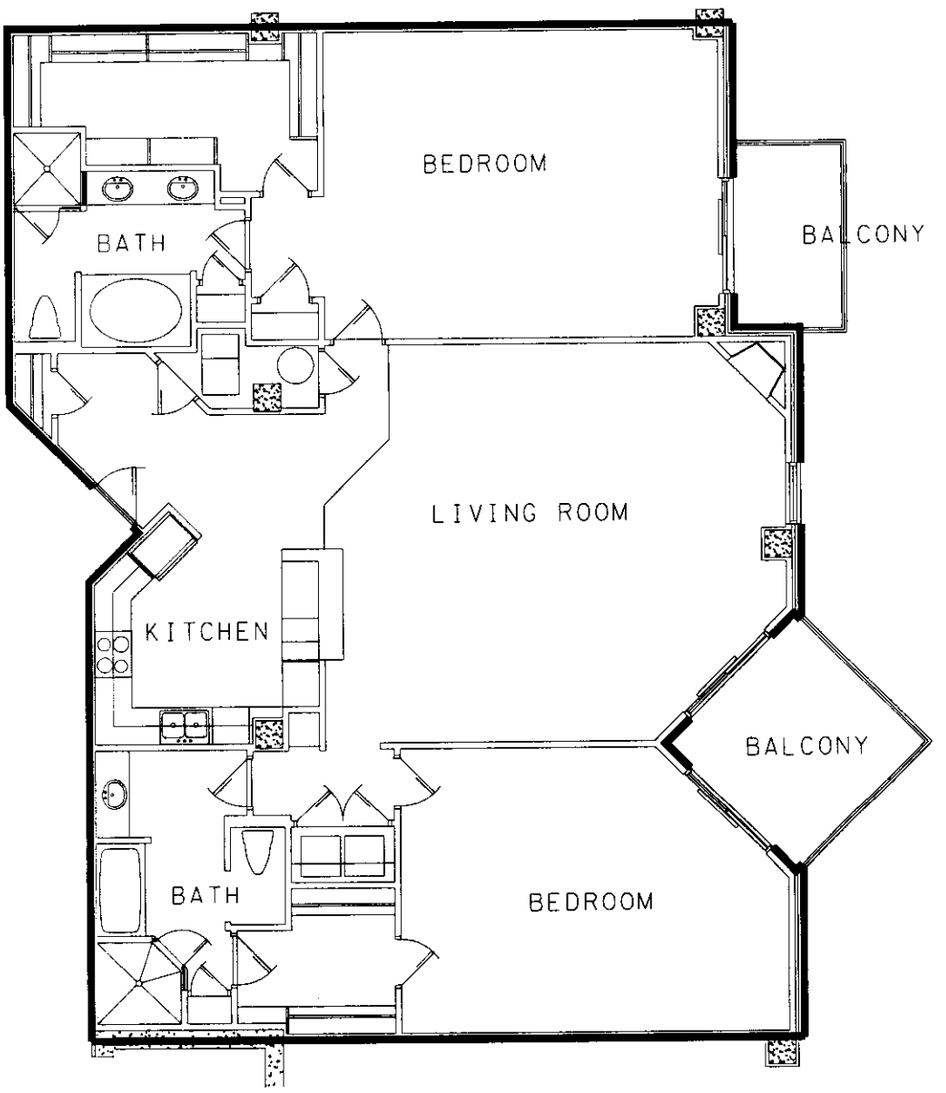
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "E"

N.T.S.

UNIT 205	APPROX. 2039 S.F.
UNIT 305	APPROX. 2039 S.F.
UNIT 405	APPROX. 2039 S.F.
UNIT 505	APPROX. 2039 S.F.
UNIT 605	APPROX. 2039 S.F.



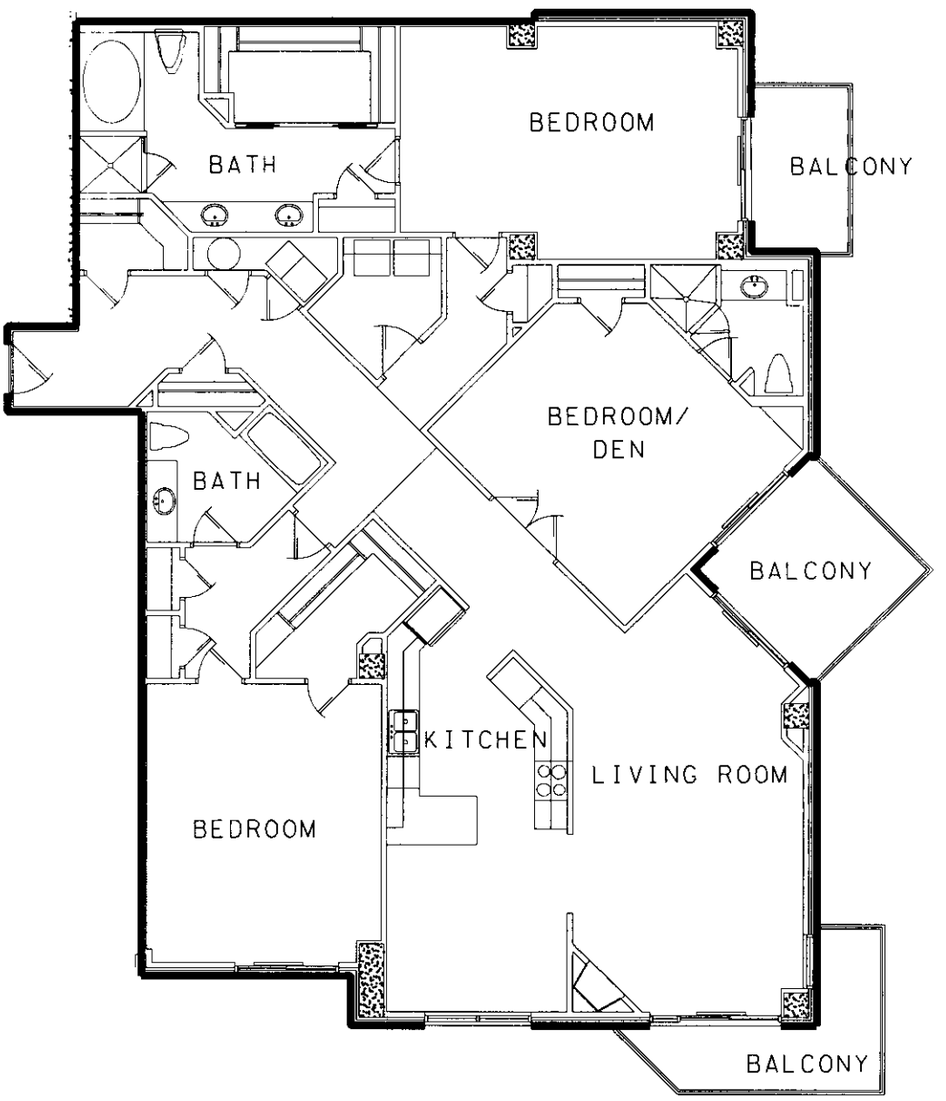
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "F"

N.T.S.

UNIT 206	APPROX. 2349 S.F.
UNIT 306	APPROX. 2349 S.F.
UNIT 406	APPROX. 2349 S.F.
UNIT 506	APPROX. 2349 S.F.
UNIT 606	APPROX. 2349 S.F.



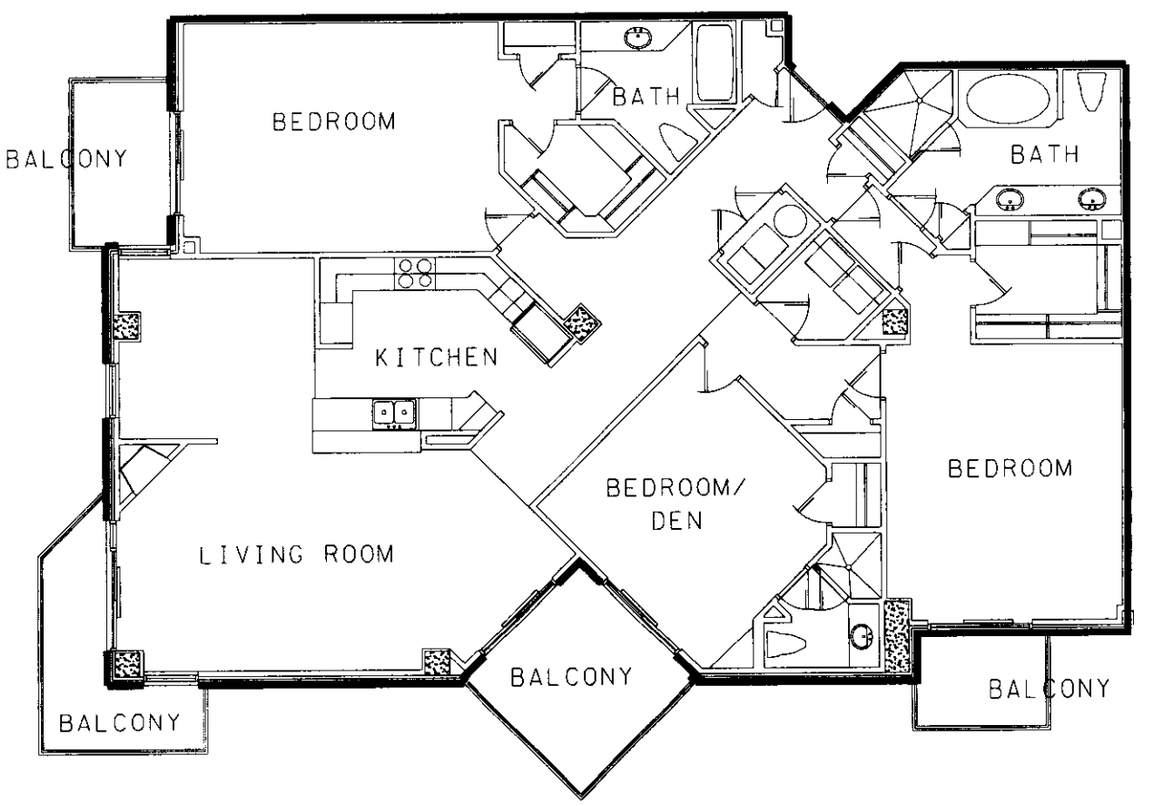
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL
REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY
THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "G"

N.T.S.

UNIT 207	APPROX. 2181 S.F.
UNIT 307	APPROX. 2181 S.F.
UNIT 407	APPROX. 2181 S.F.
UNIT 507	APPROX. 2181 S.F.
UNIT 607	APPROX. 2181 S.F.



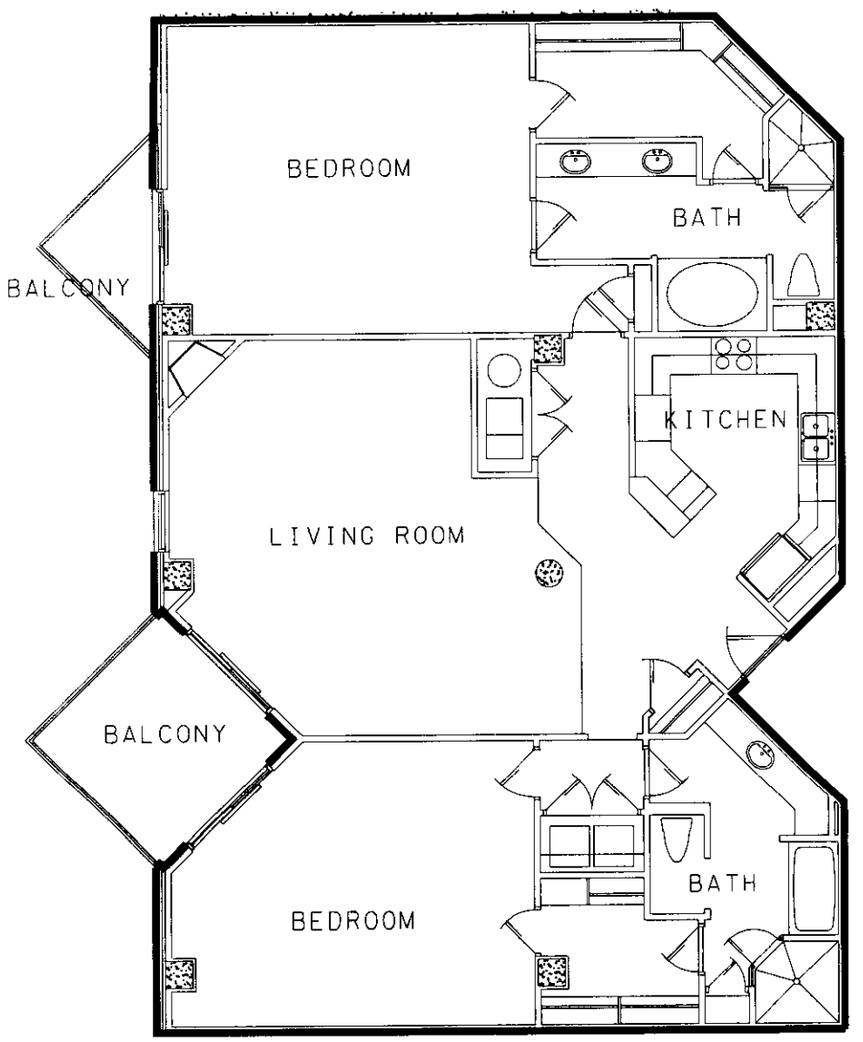
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL
REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY
THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "H"

N.T.S.

UNIT 208	APPROX. 1893 S.F.
UNIT 308	APPROX. 1893 S.F.
UNIT 408	APPROX. 1893 S.F.
UNIT 508	APPROX. 1893 S.F.
UNIT 608	APPROX. 1893 S.F.



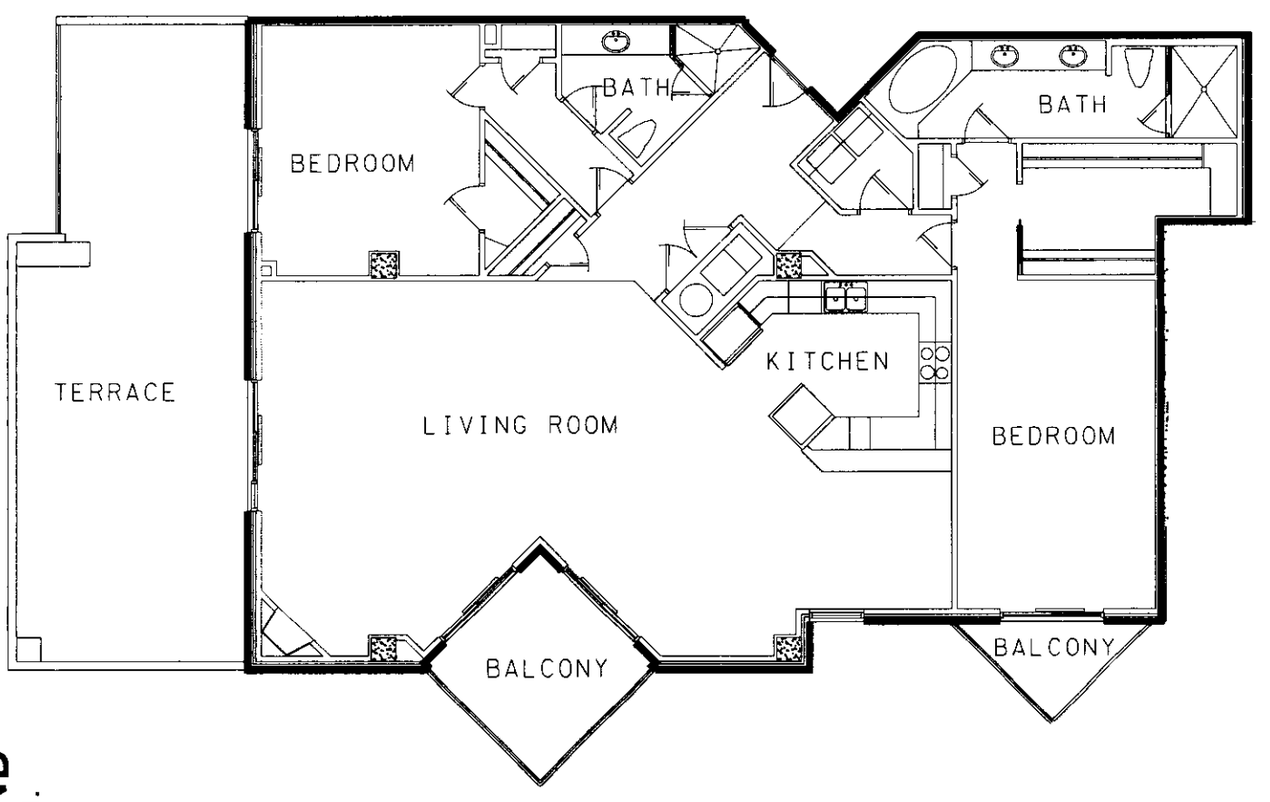
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "I"

N.T.S.

UNIT 701	APPROX. 1984 S.F.



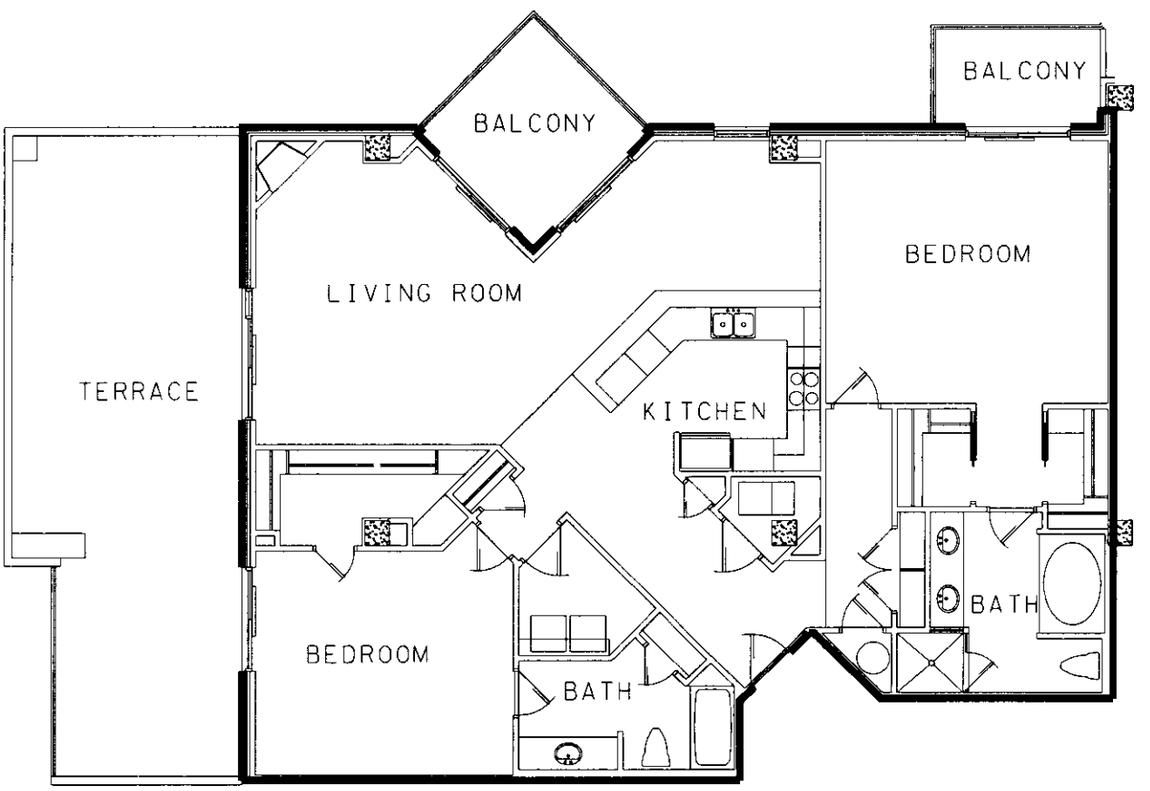
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "JK7"

N.T.S.

UNIT 702	APPROX. 1811



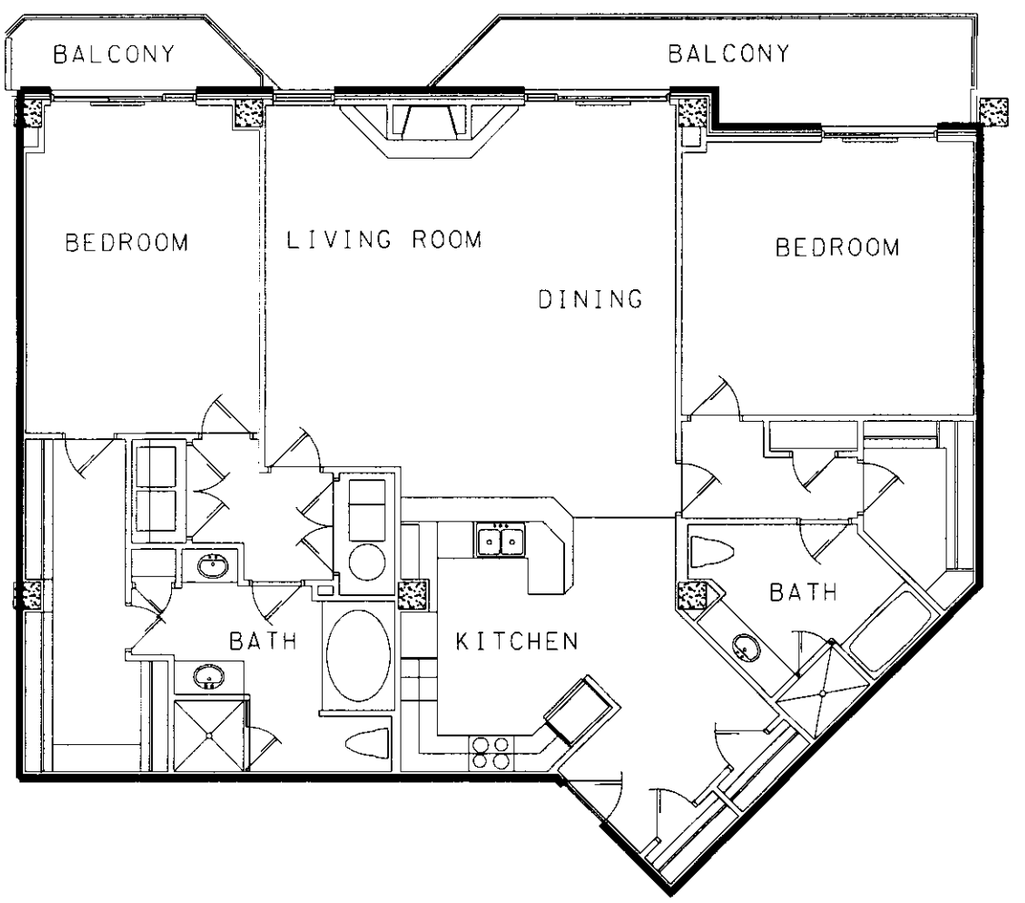
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "KL7"

N.T.S.

UNIT 703	APPROX. 1855 S.F.



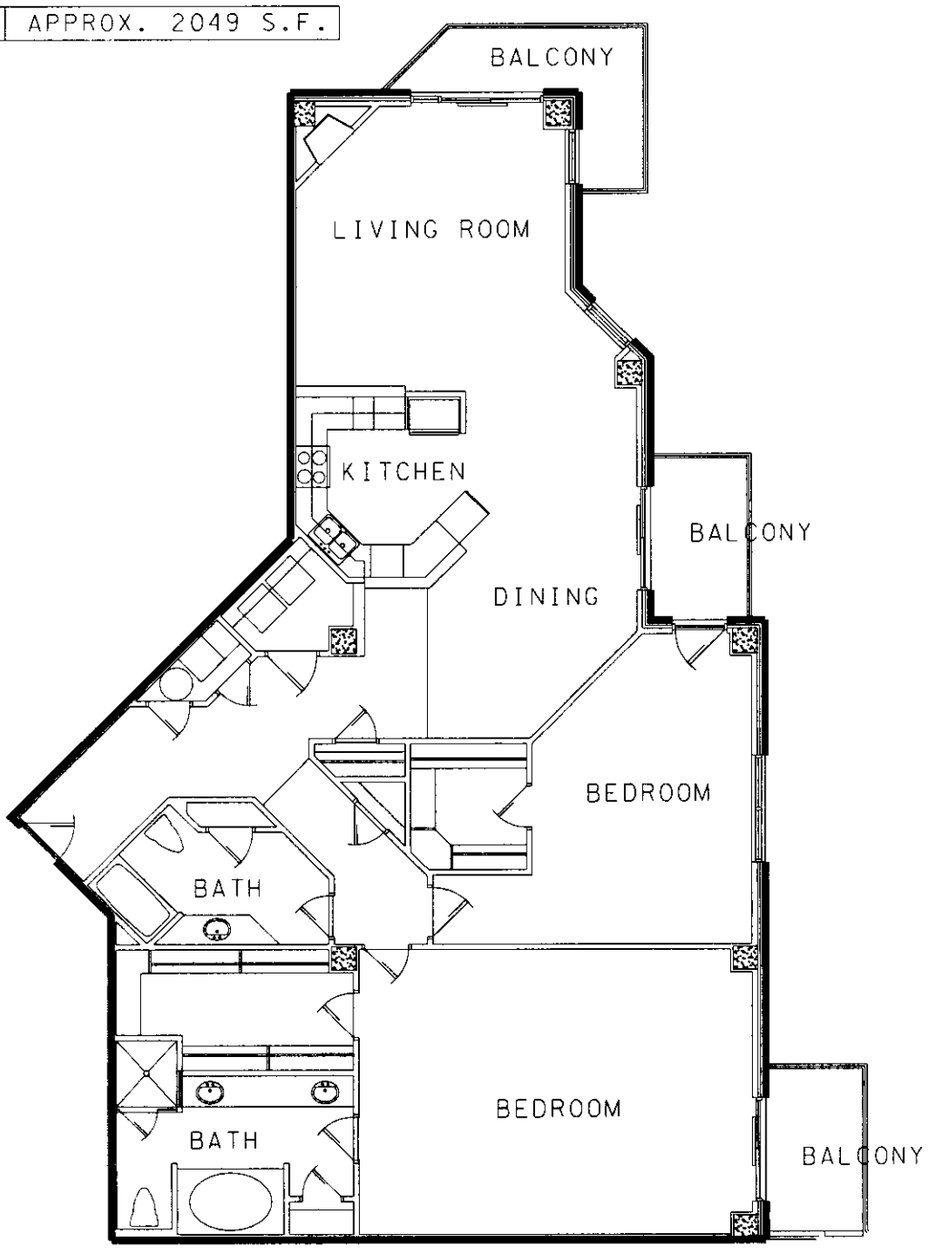
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "MN7"

N.T.S.

UNIT 704	APPROX. 2049 S.F.



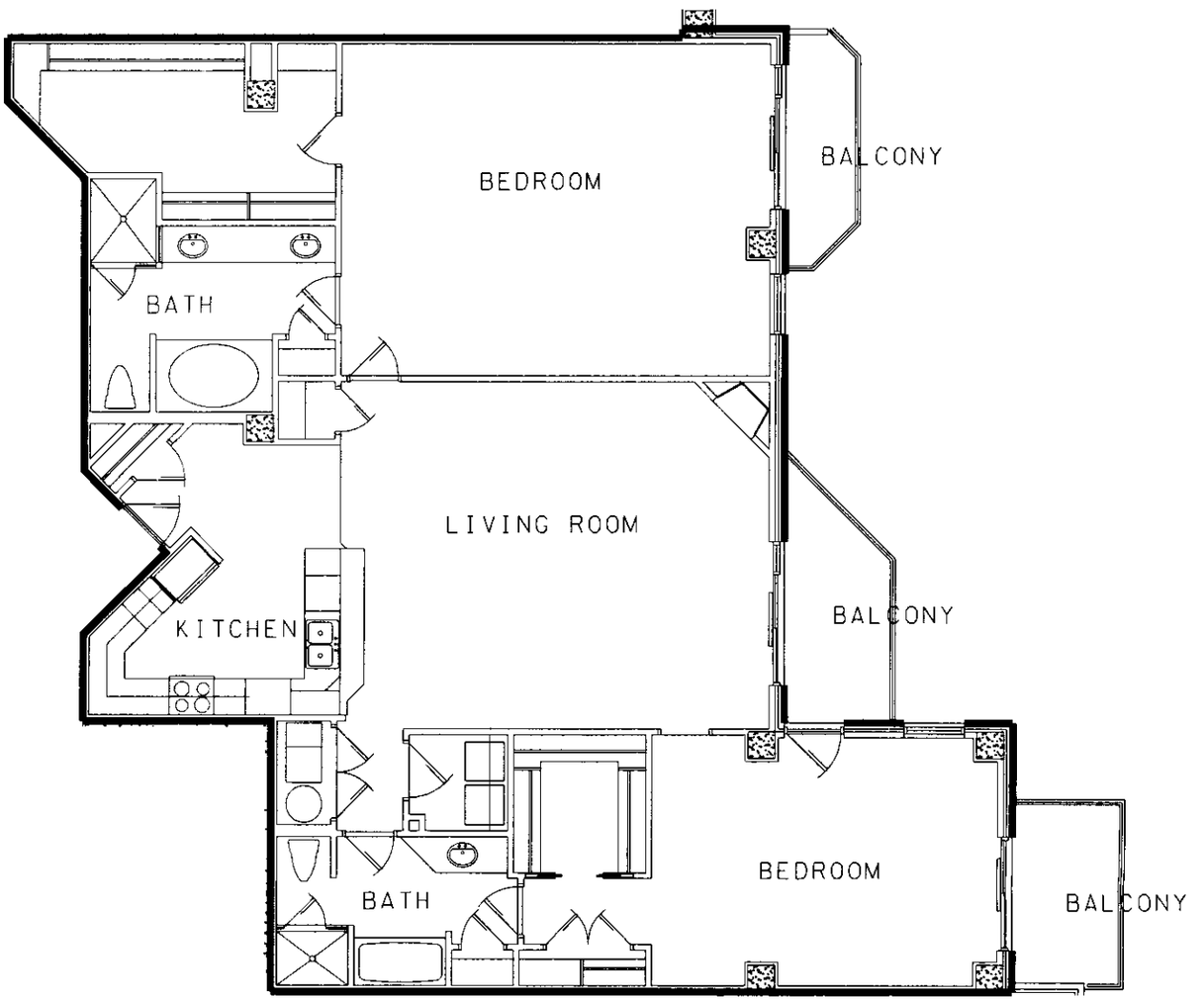
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "N07"

N.T.S.

UNIT 705	APPROX. 1994 S.F.



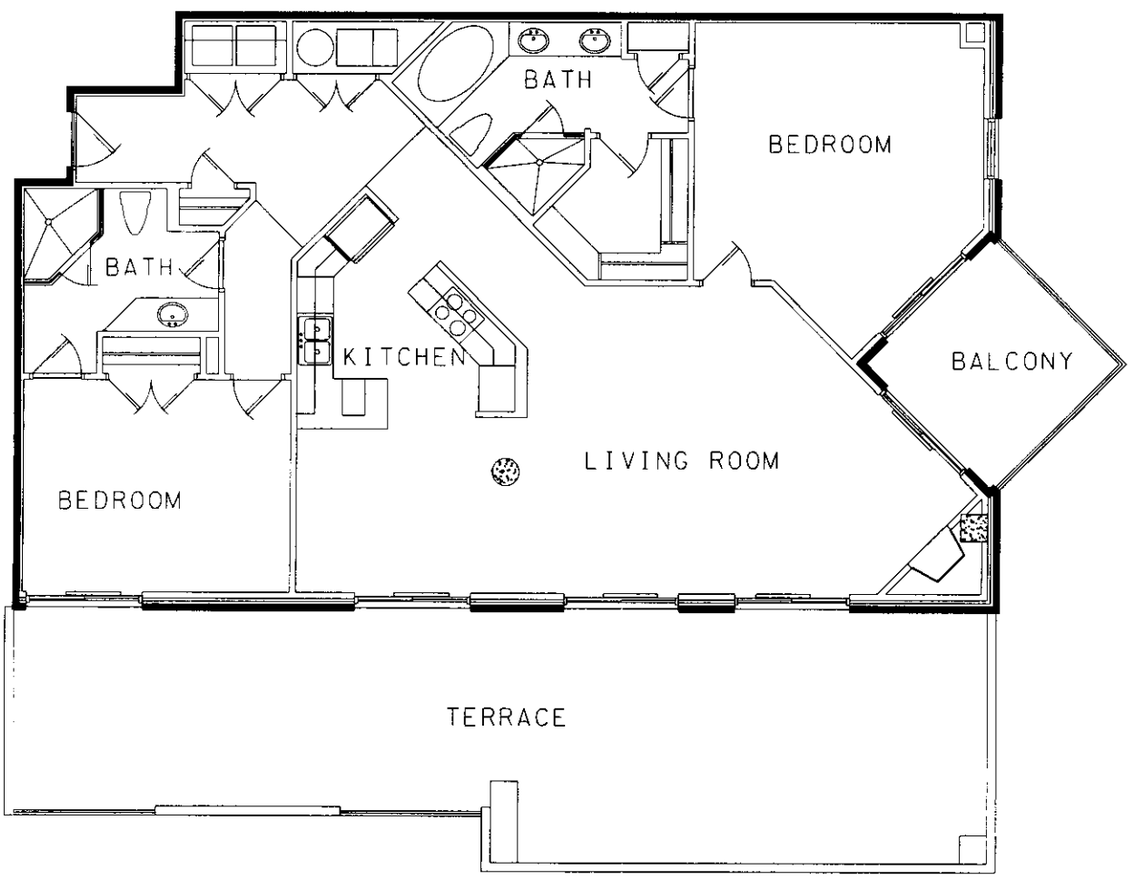
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "P"

N.T.S.

UNIT 706	APPROX. 1544 S.F.



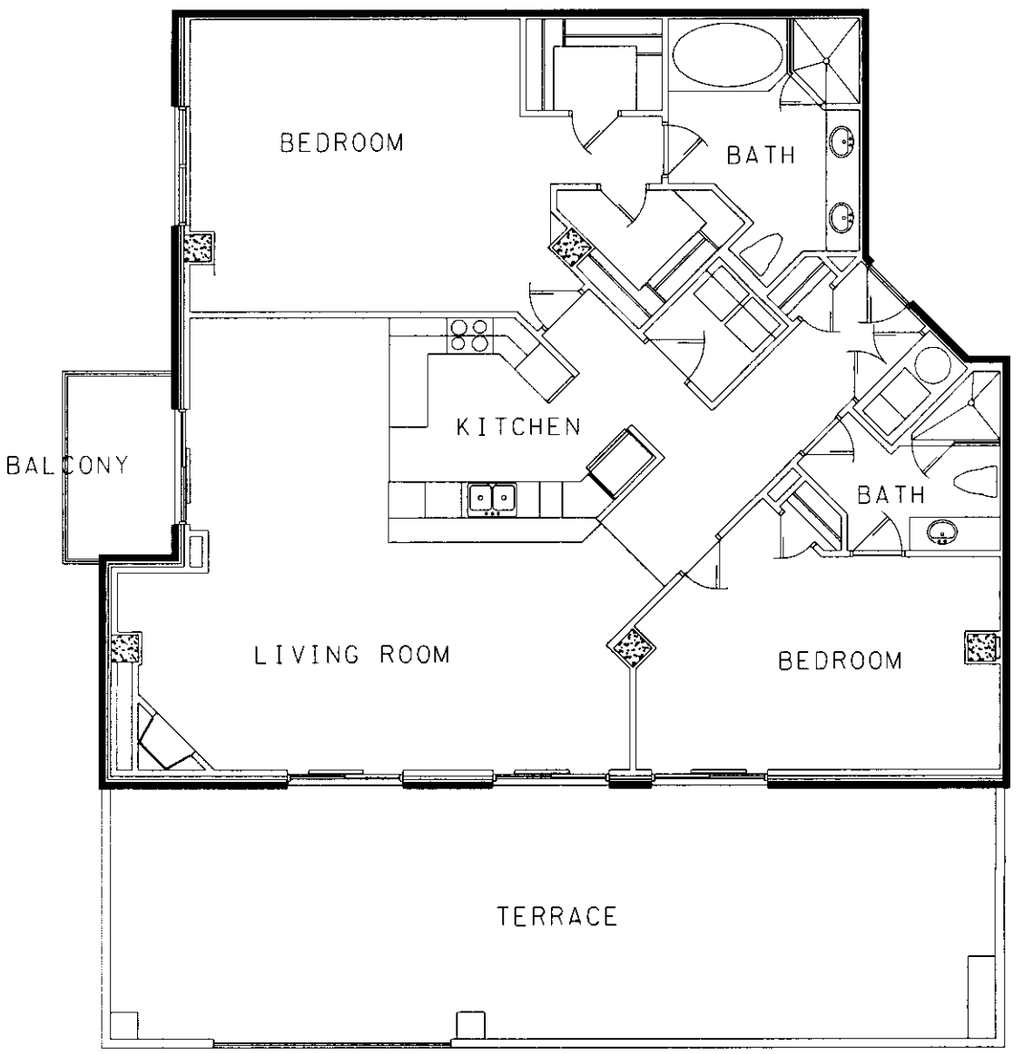
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "Q"

N.T.S.

UNIT 707	APPROX. 1724 S.F.



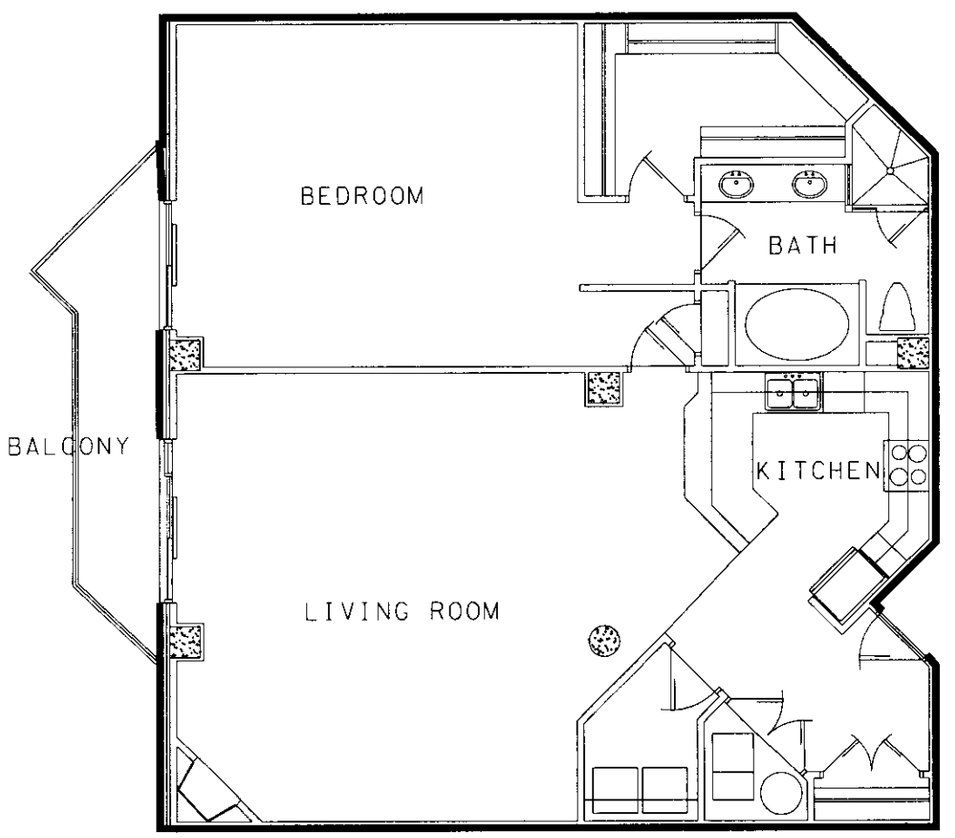
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "R"

N.T.S.

UNIT 708	APPROX. 1397 S.F.



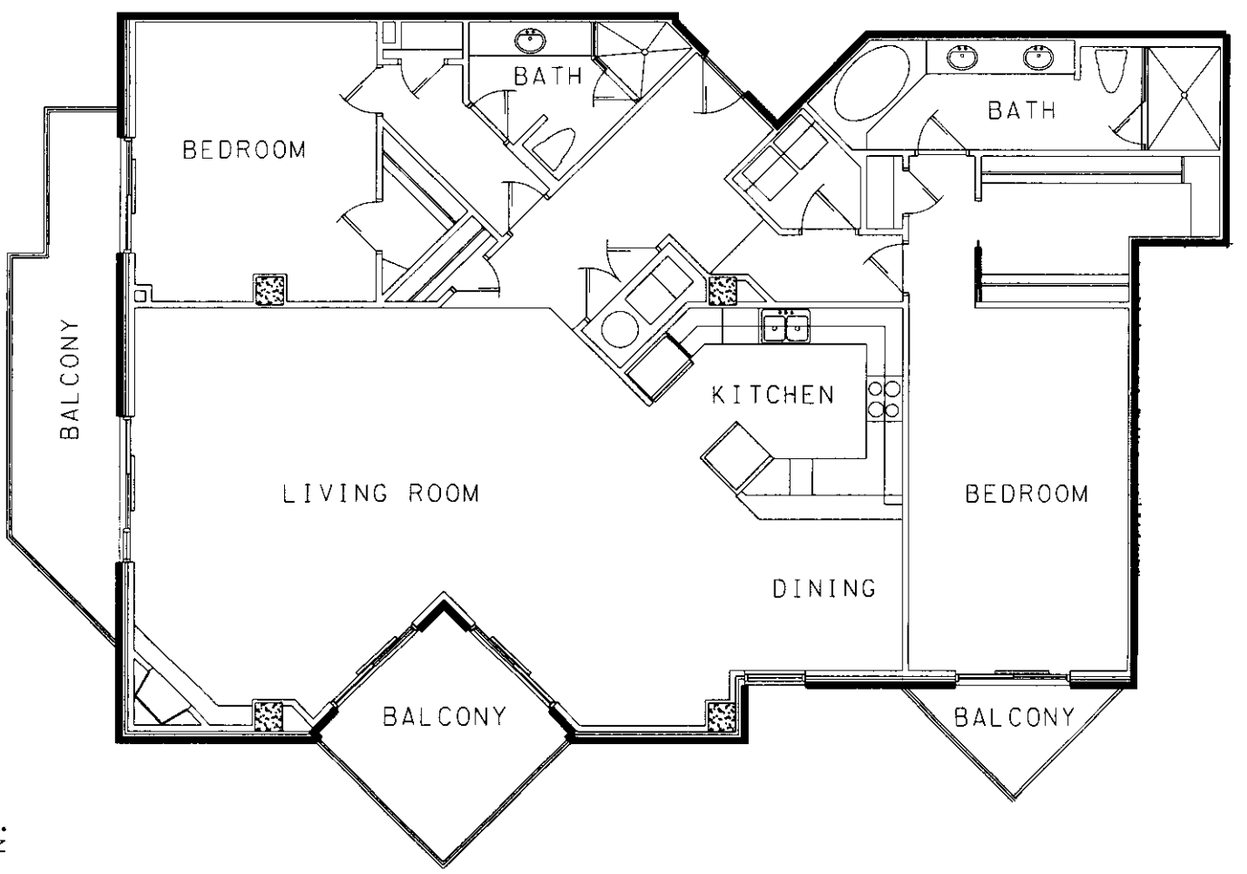
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "I"

N.T.S.

UNIT 801	APPROX. 1984 S.F.



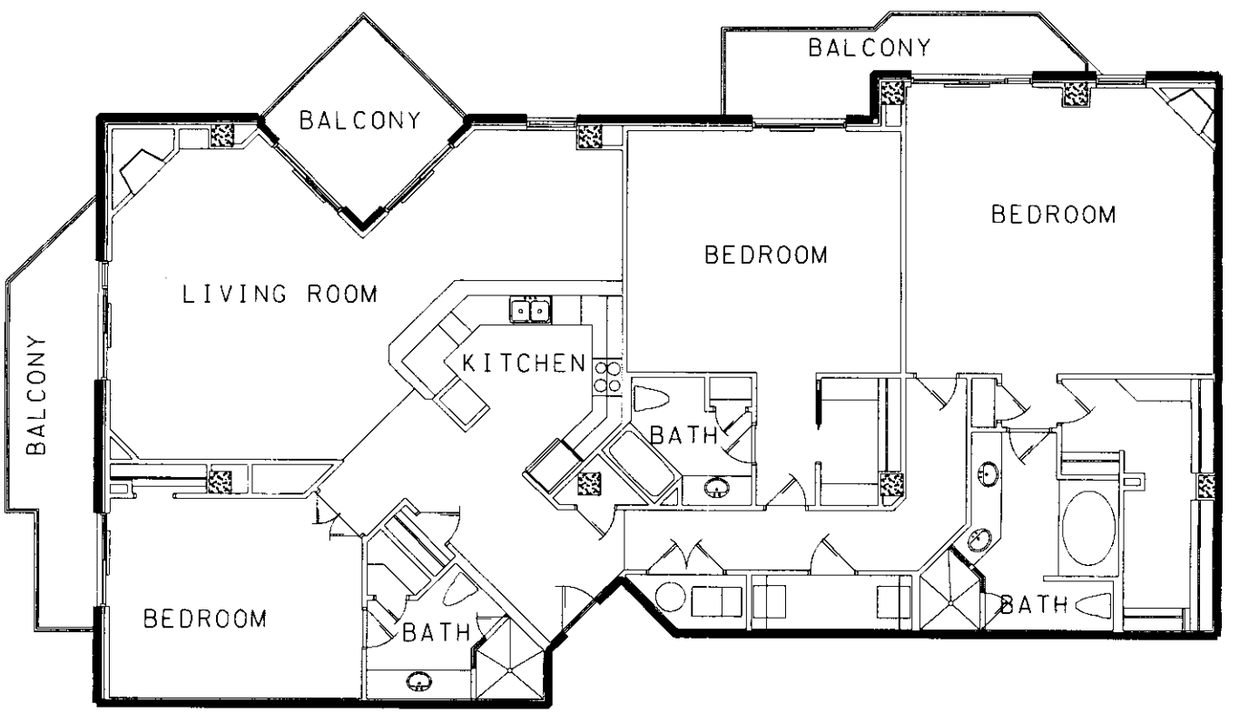
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "JK8"

N.T.S.

UNIT 802	APPROX. 2614 S.F.



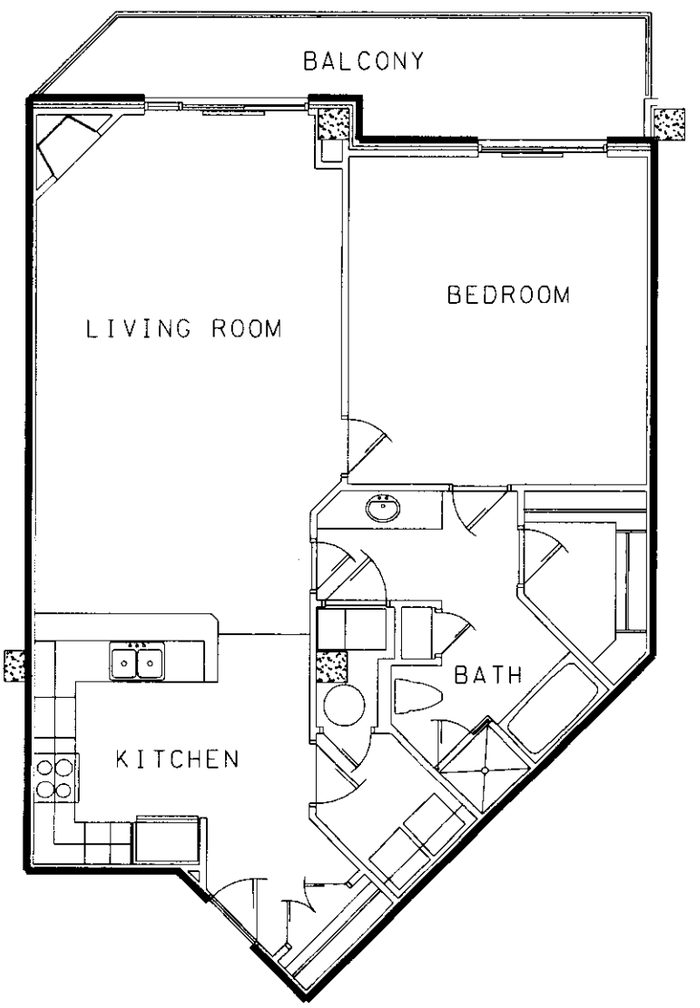
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "L"

N.T.S.

UNIT 803	APPROX. 1046 S.F.



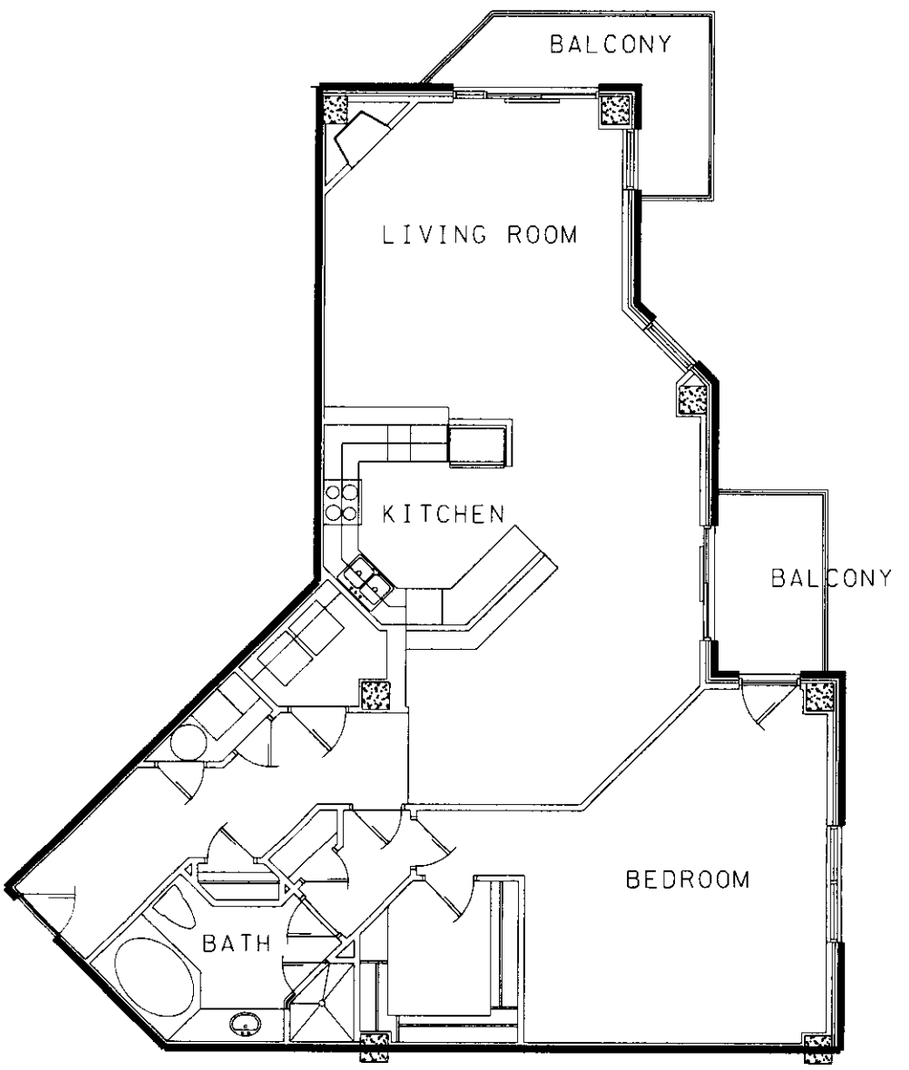
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "M"

N.T.S.

UNIT 804	APPROX. 1387 S.F.



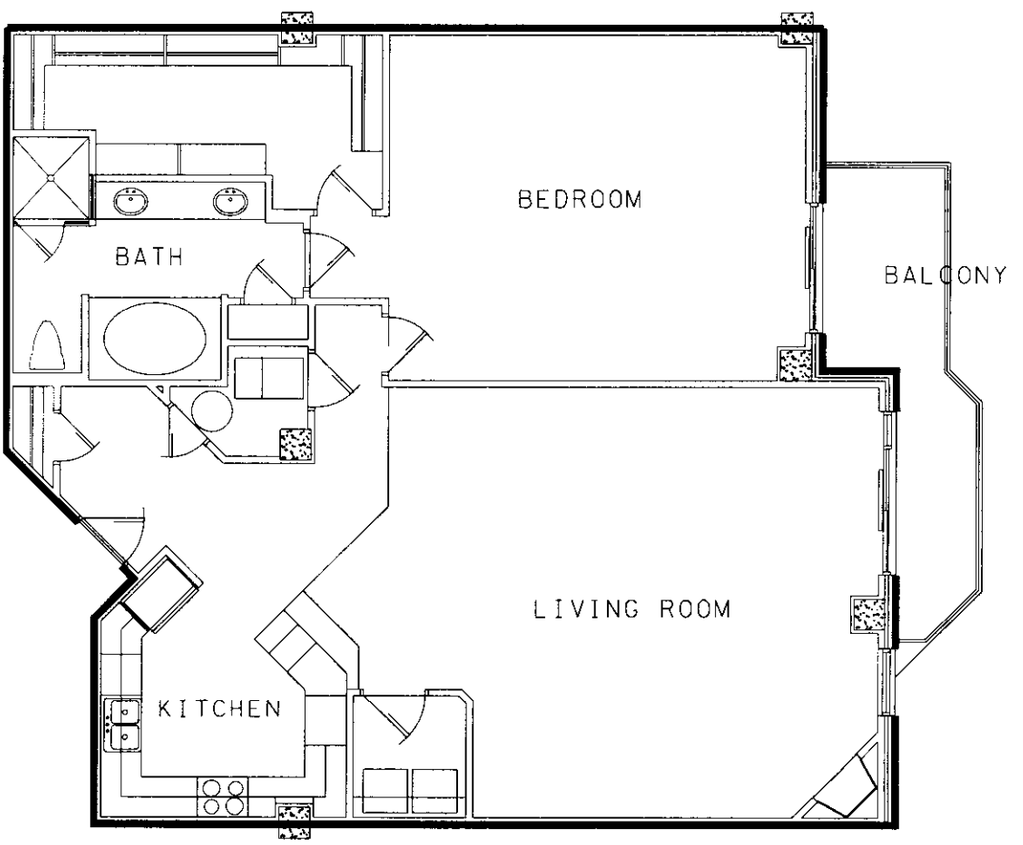
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "N"

N.T.S.

UNIT 805	APPROX. 1470 S.F.



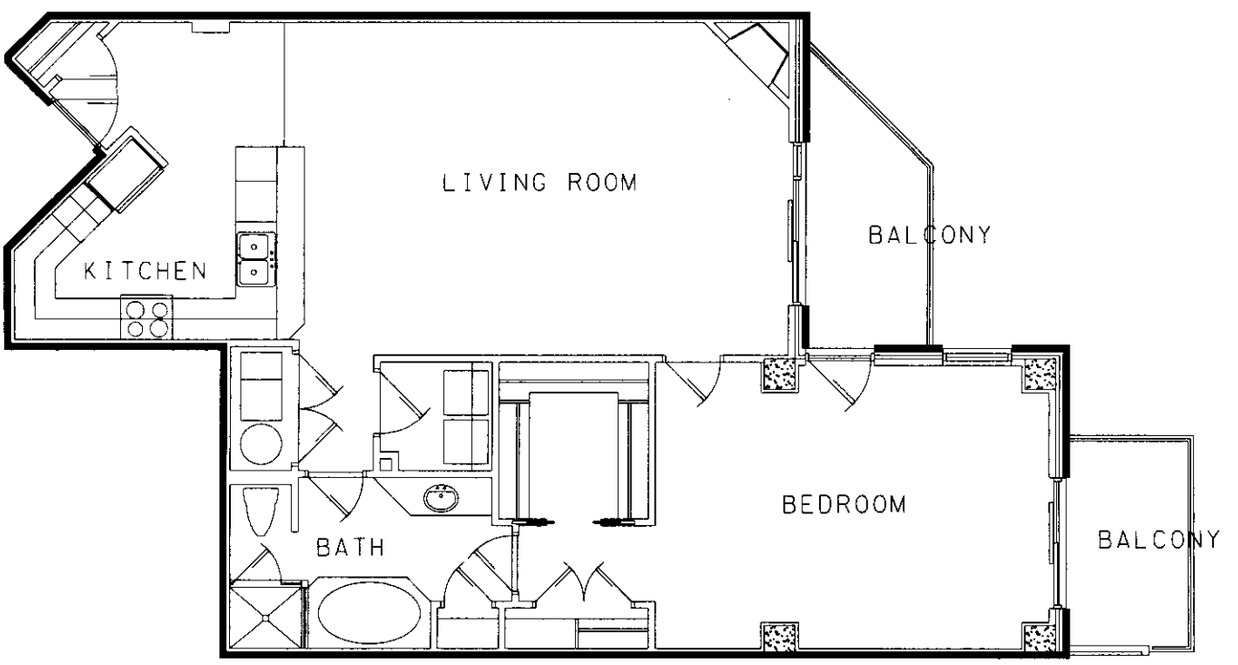
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "O"

N.T.S.

UNIT 806	APPROX. 1145 S.F.



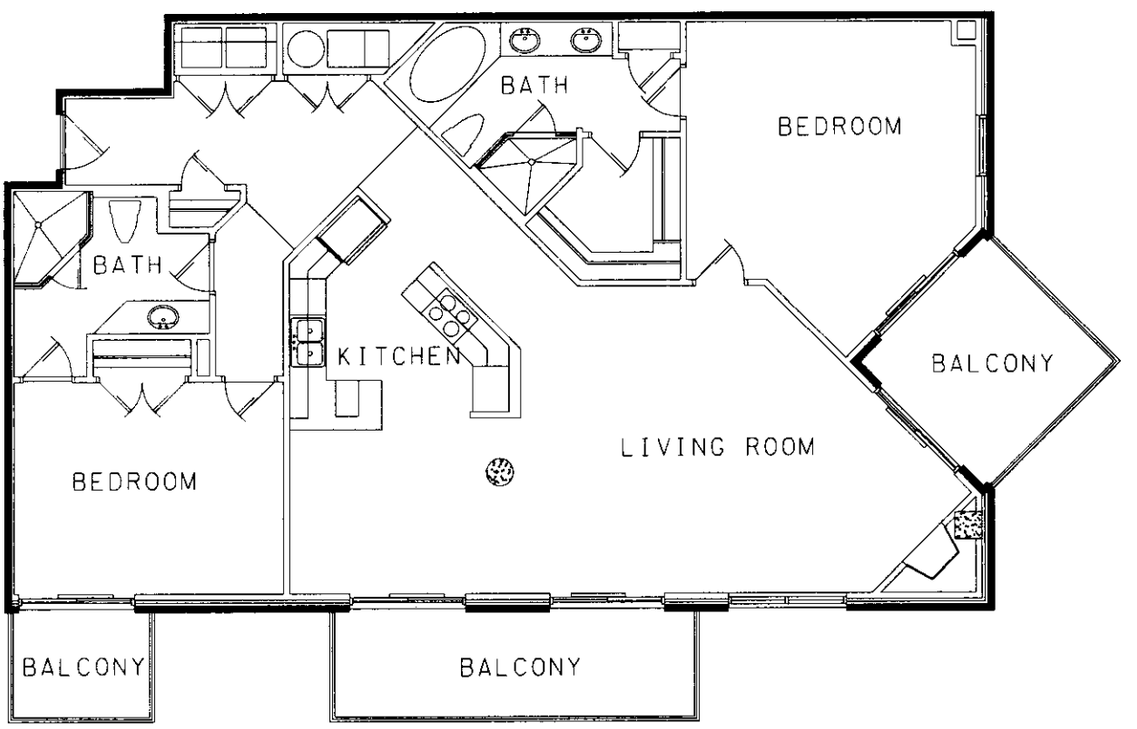
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "P"

N.T.S.

UNIT 807	APPROX. 1544 S.F.



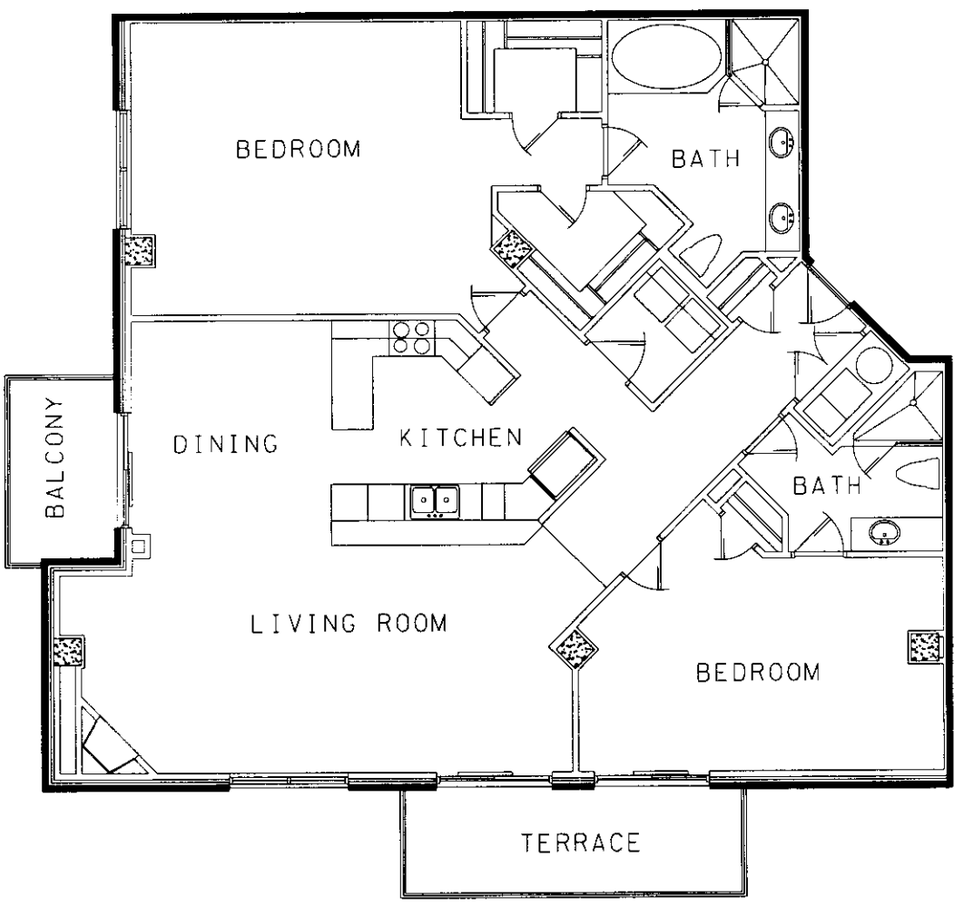
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "O"

N.T.S.

UNIT 808	APPROX. 1724 S.F.



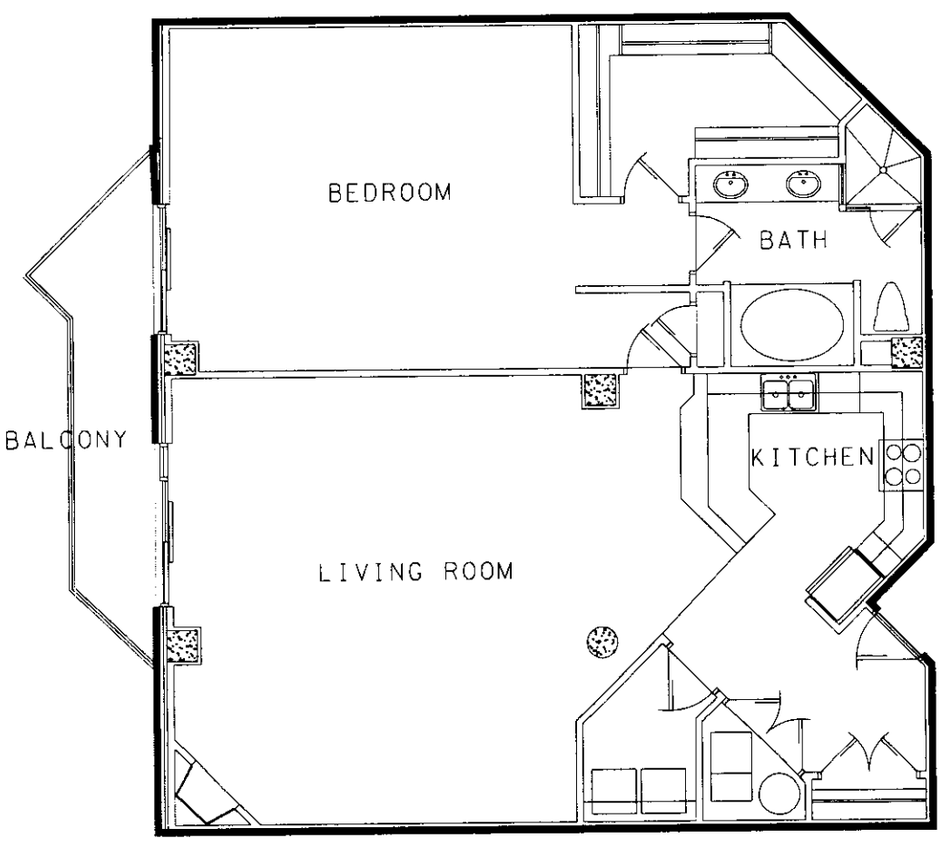
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "R"

N.T.S.

UNIT 809	APPROX. 1397 S.F.



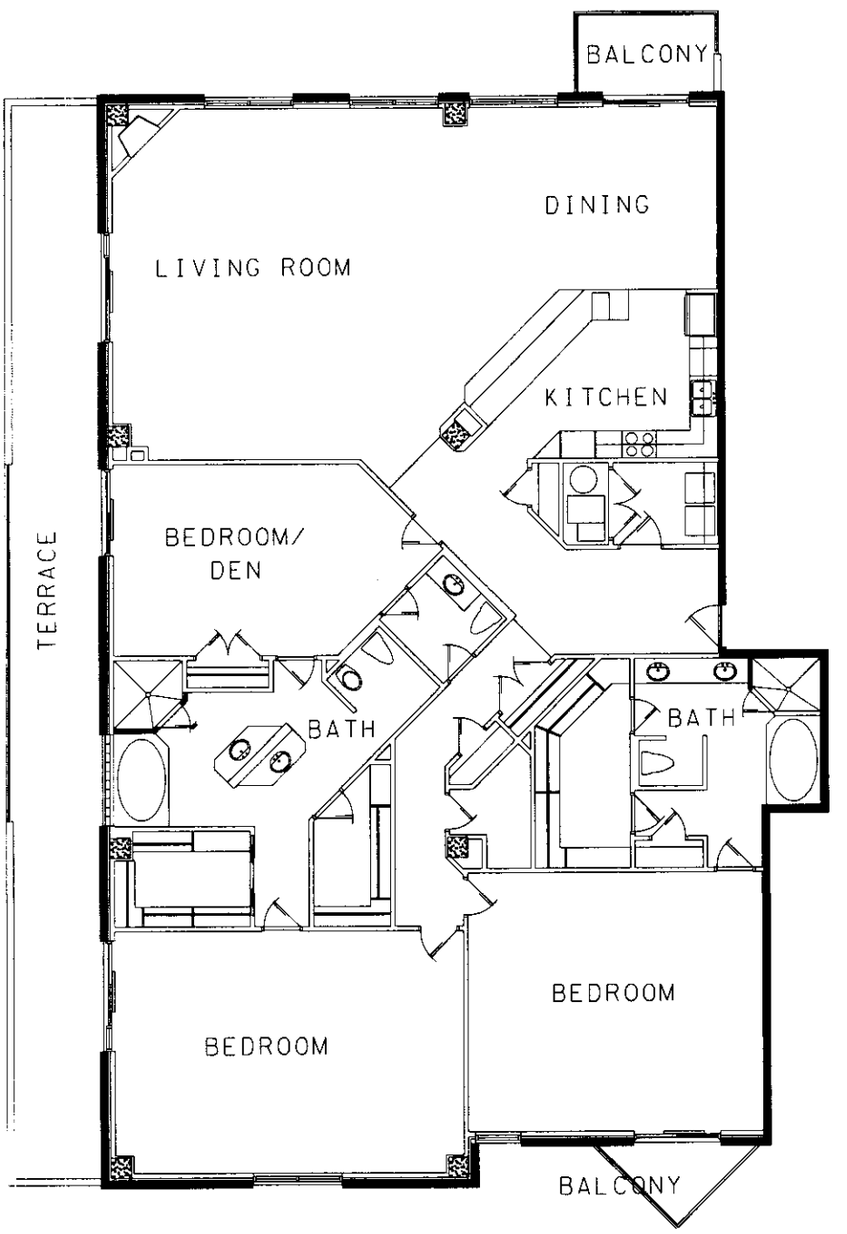
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "S"

N.T.S.

UNIT 901	APPROX. 3550 S.F.



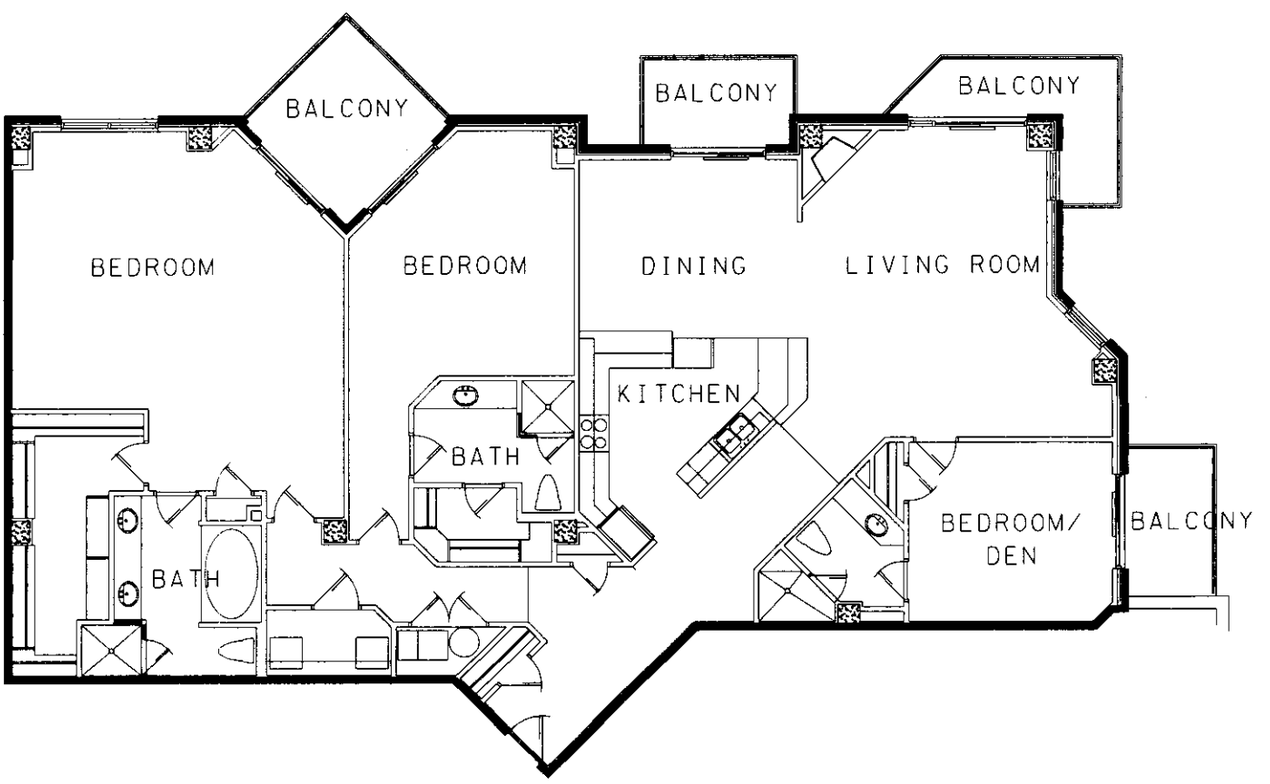
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "T"

N.T.S.

UNIT 902	APPROX. 2468 S.F.



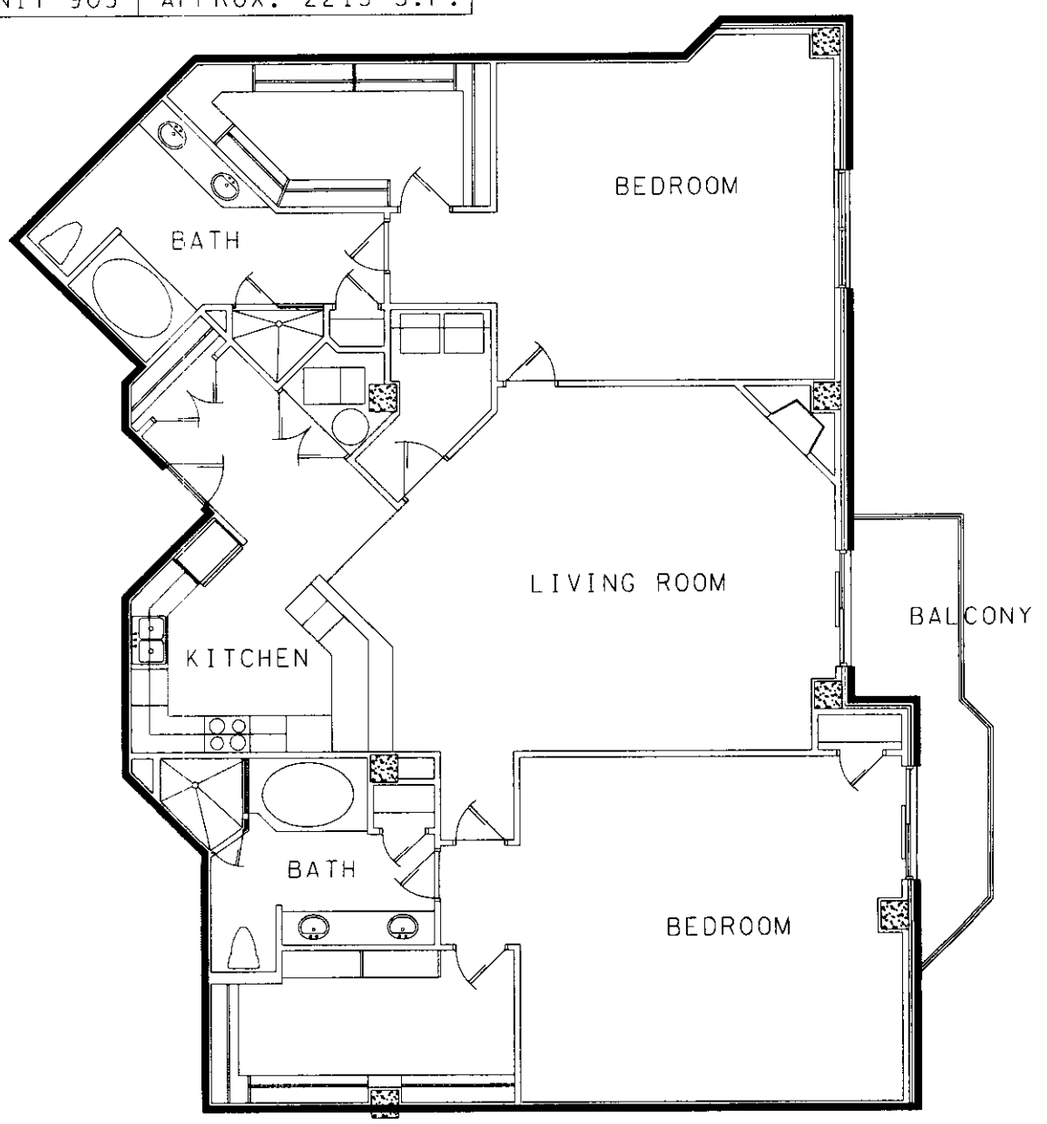
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "U"

N.T.S.

UNIT 903	APPROX. 2213 S.F.



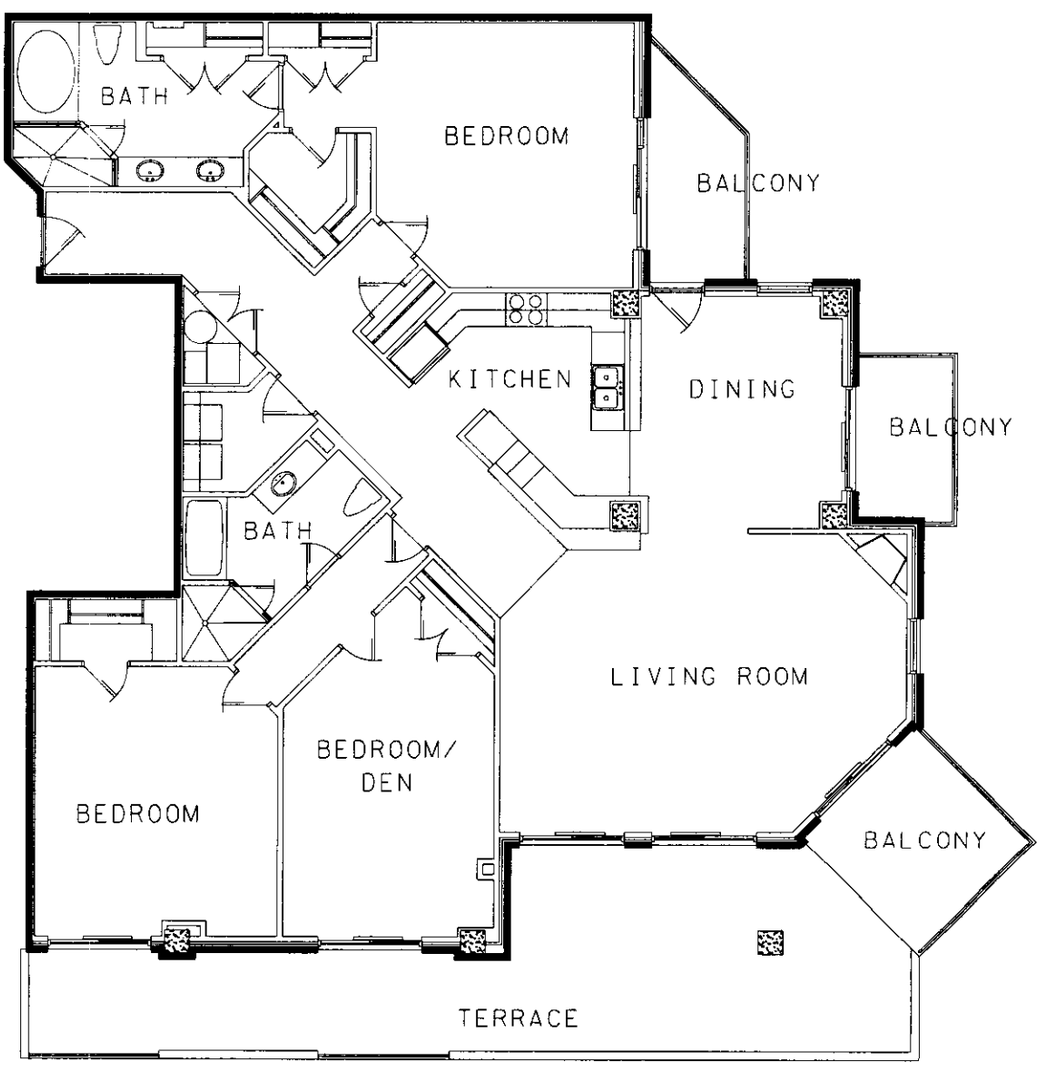
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "V"

N.T.S.

UNIT 904	APPROX. 2261 S.F.



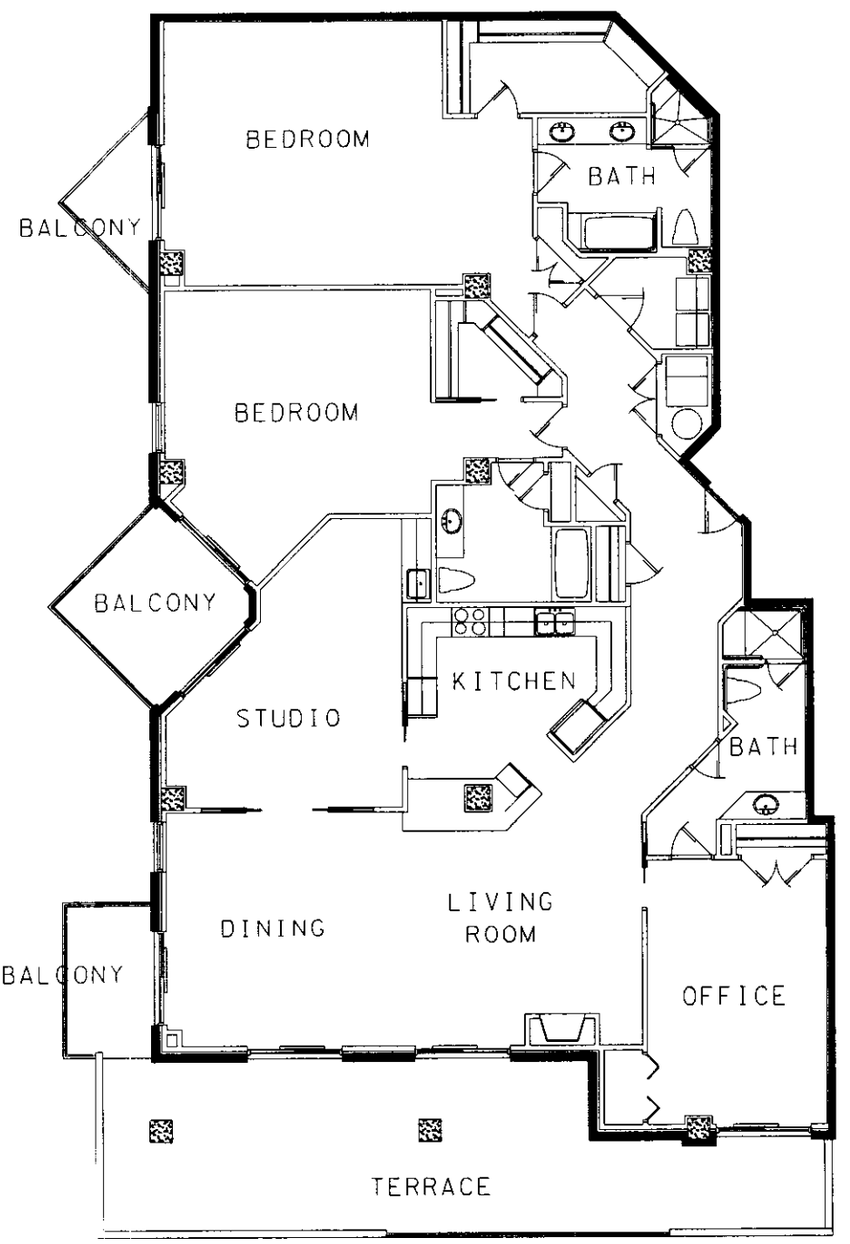
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "W"

N.T.S.

UNIT 905	APPROX. 2732 S.F.



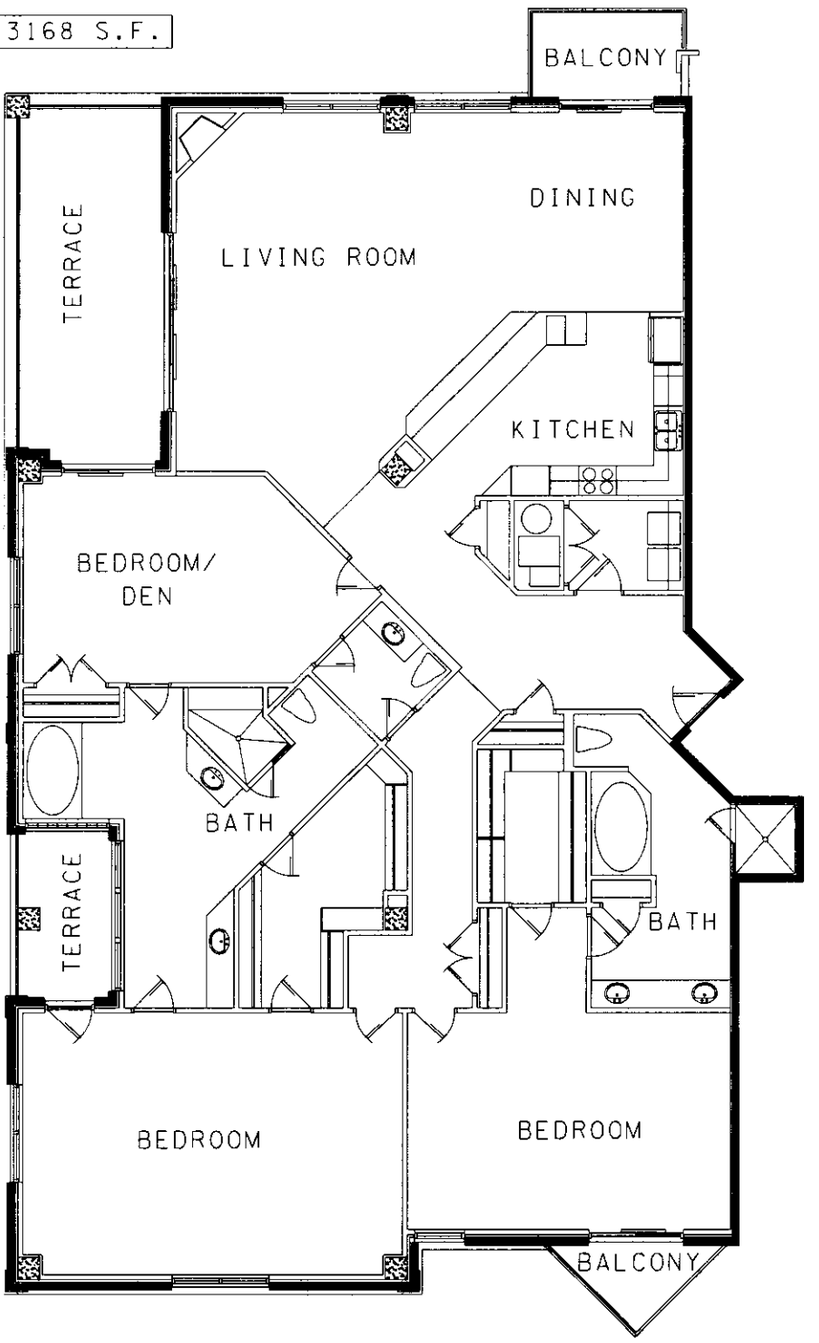
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "X1"

N.T.S.

UNIT 1001	APPROX. 3168 S.F.



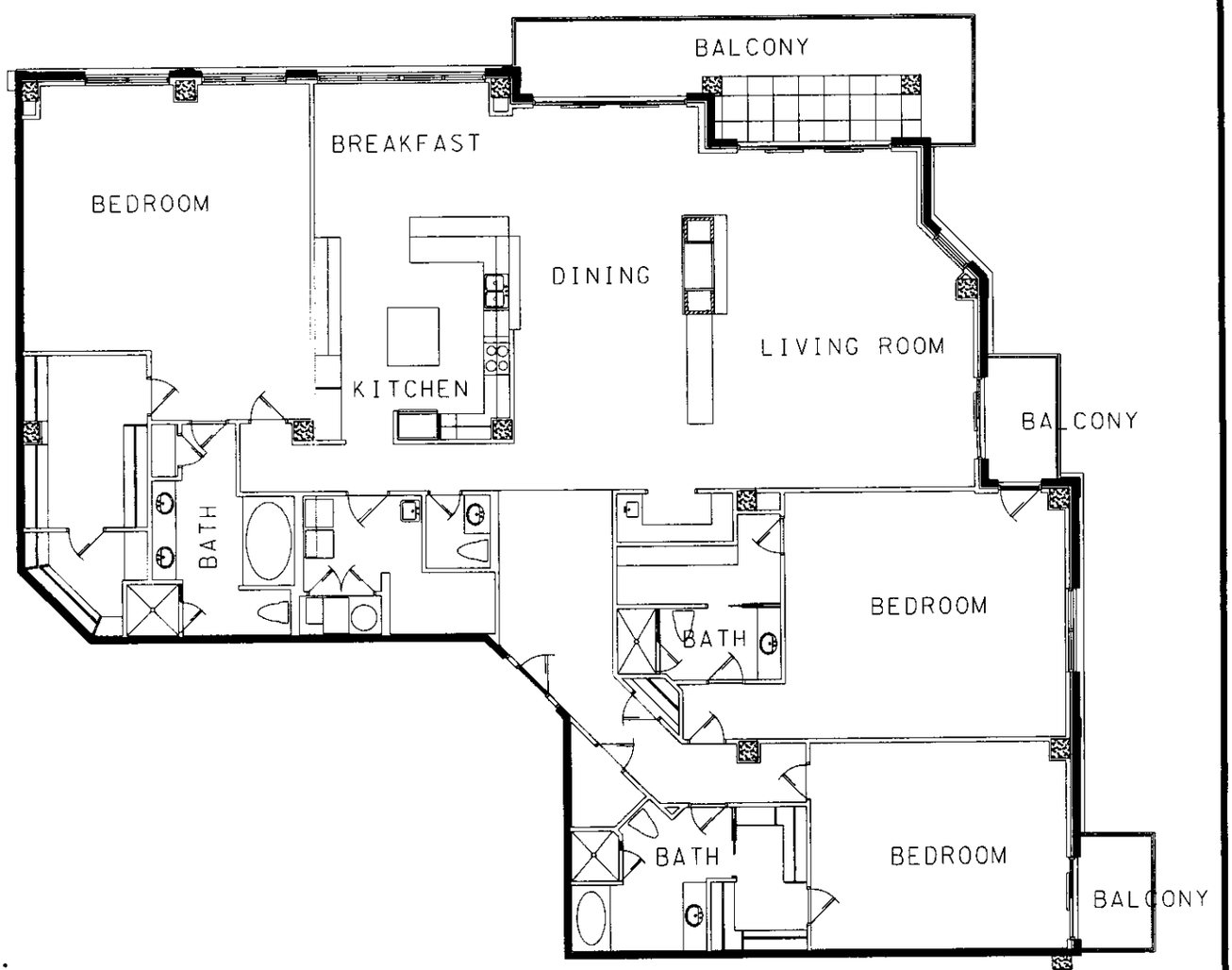
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL
REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY
THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "X2"

N.T.S.

UNIT 1002 APPROX. 3993 S.F.



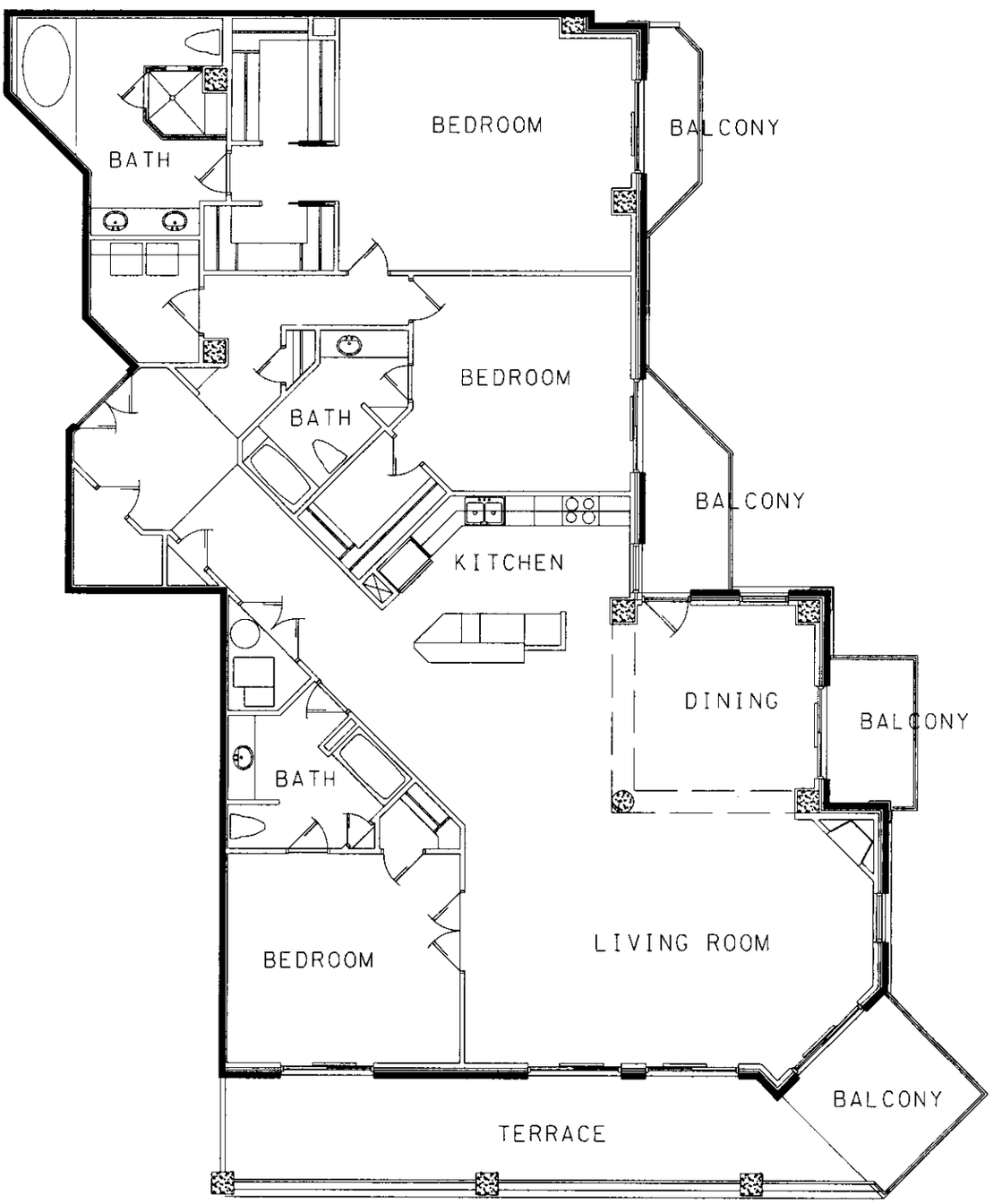
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "Y"

N.T.S.

UNIT 1003	APPROX. 2788 S.F.



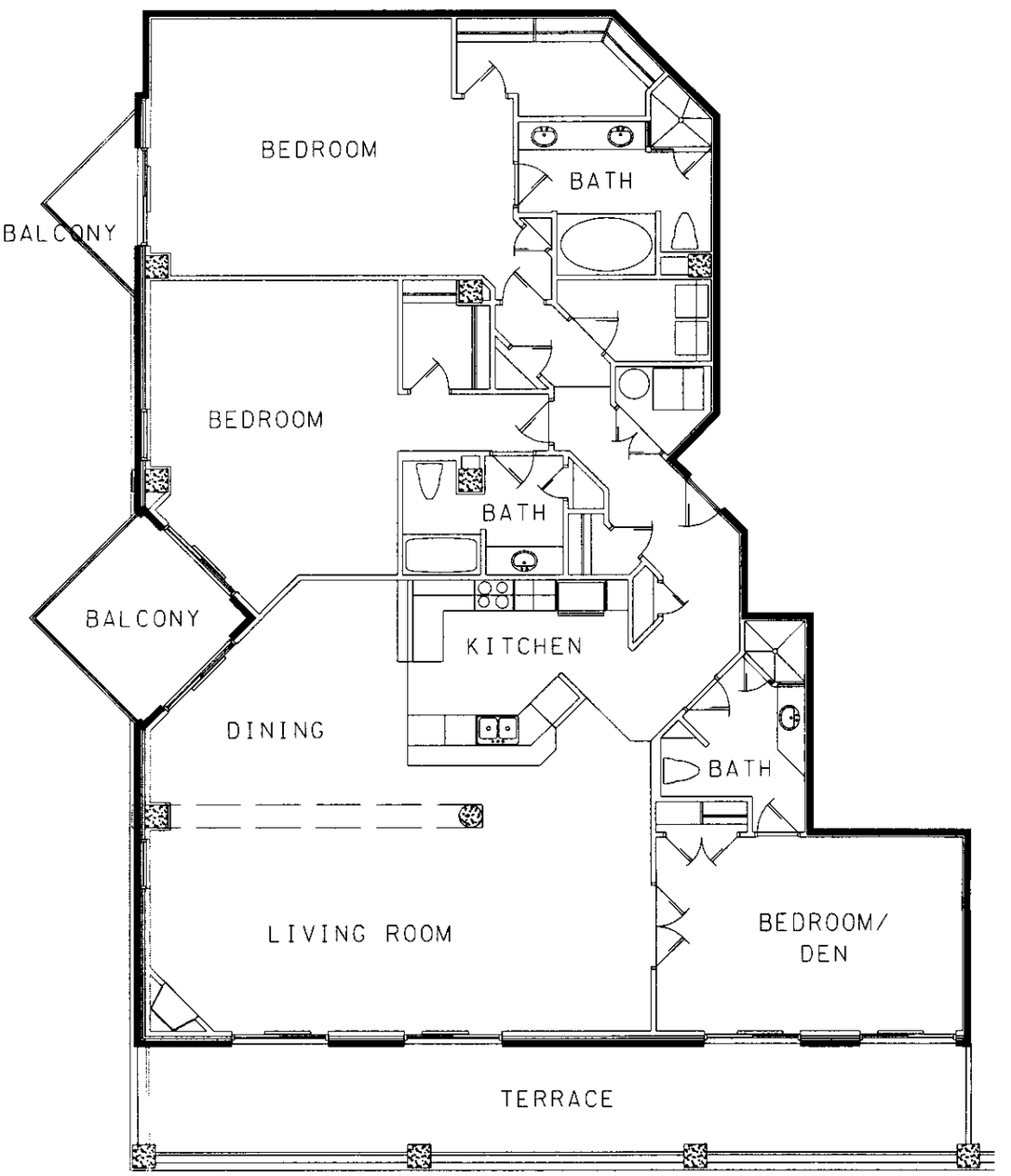
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.

UNIT TYPE "Z"

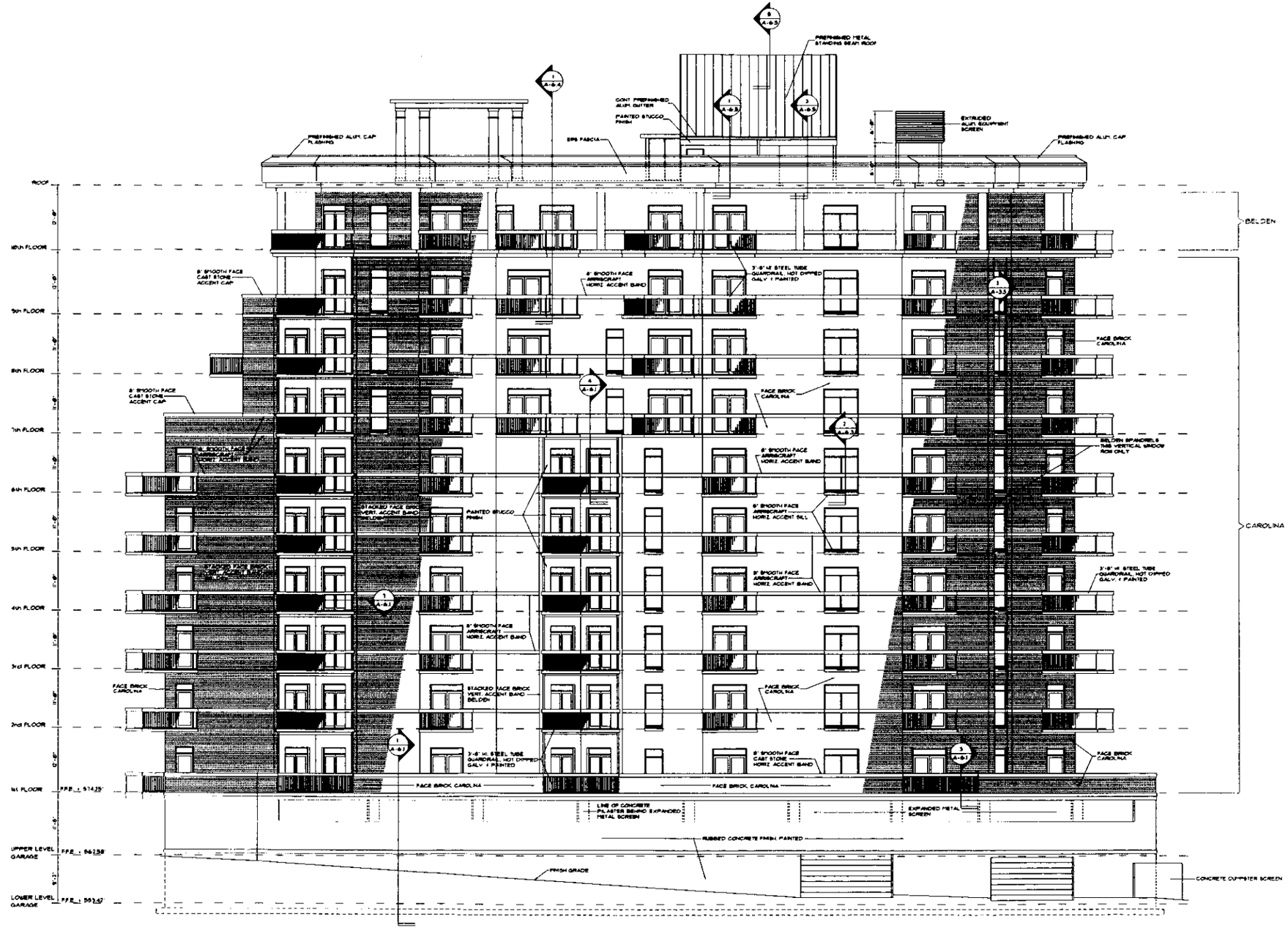
N.T.S.

UNIT 1004	APPROX. 2653 S.F.



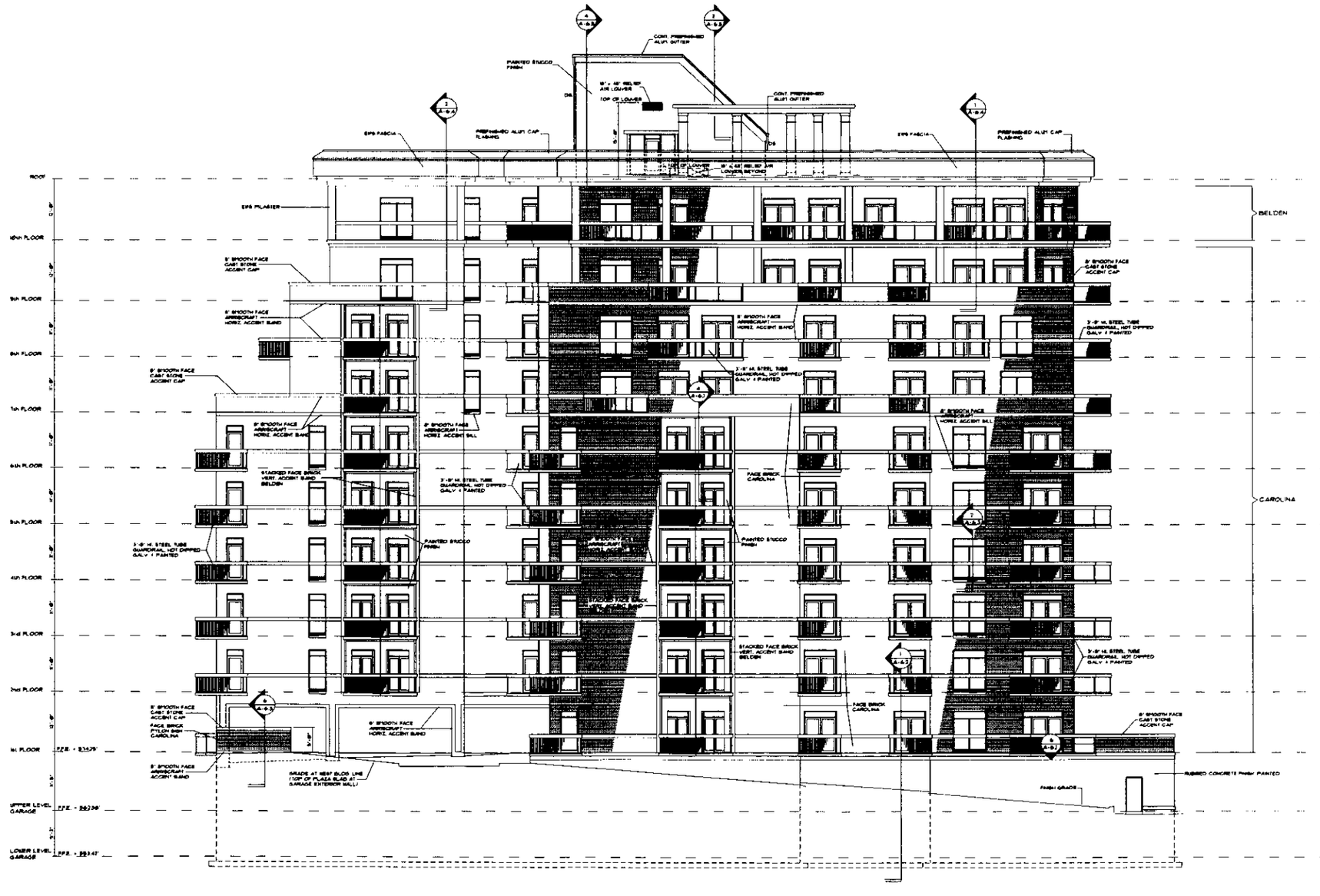
THE WEST END
110 31ST. AVENUE N.

UNIT SQUARE FOOTAGE AS INDICATED ON PLANS IS APPROXIMATE.
LAYOUT SHOWN AT THE UNIT INTERIOR IS FOR GENERAL REFERENCE ONLY AND IS NOT INTENDED TO DEPICT PRECISELY THE ACTUAL AS-BUILT CONDITIONS.
DRAWING IS NOT TO SCALE.
FURNISHINGS NOT INCLUDED.



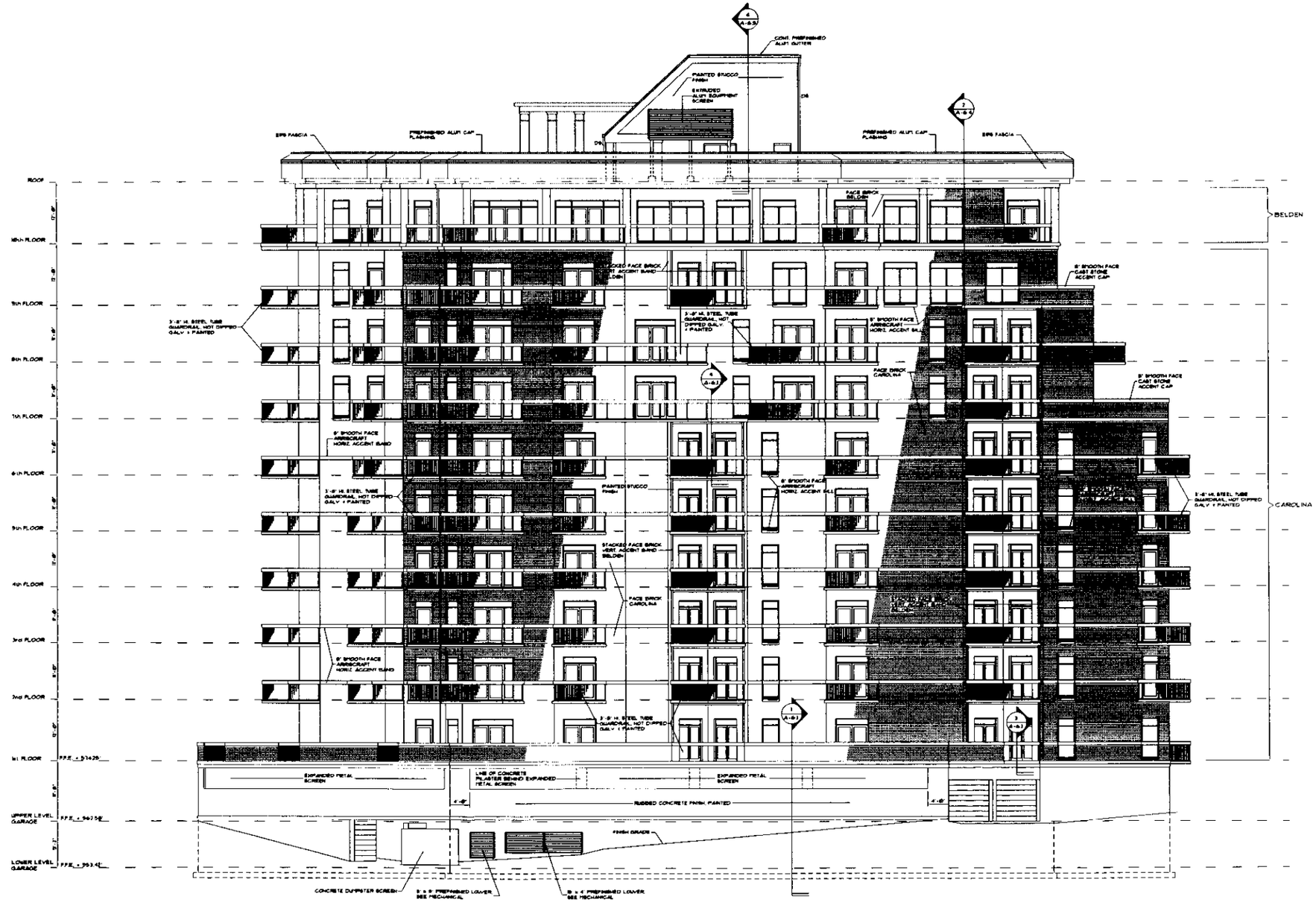
SOUTH (WEST END AVENUE) BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



WEST (31st AVENUE N.) BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



EAST BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



NORTH (HEDRICK STREET) BUILDING ELEVATION

SCALE: 1/8" = 1'-0"

EXHIBIT "C"

BYLAWS OF THE WEST END CONDOMINIUM ASSOCIATION
(Attached)

BYLAWS OF

THE WEST END CONDOMINIUM ASSOCIATION

These are the Bylaws of **The West End Condominium Association,** a Tennessee nonprofit corporation (the "Association") whose members are comprised of those persons who hold ownership interests in the Units of The West End, a condominium community, located at 110 31st Avenue North, Nashville, Davidson County, Tennessee 37203, and whose membership is required by that certain Master Deed (the "Master Deed") of record as Instrument No. _____ in the Register's Office for Davidson County, Tennessee. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Master Deed. The words "member" or "members" as used in these Bylaws mean and shall refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Master Deed.

ARTICLE I
PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The property located at 110 31st Avenue North, Nashville, Davidson County, Tennessee 37203, hereinafter called the "Condominium", has been submitted to the provisions of the Horizontal Property Act of the State of Tennessee by the Master Deed, recorded in the office of the Register of Deeds of Davidson County, Tennessee, simultaneously herewith.

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Condominium and to the use and occupancy thereof. The term "condominium property" as used herein shall include the land, the building, and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all other property, personal, or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of the Horizontal Property Act of the State of Tennessee. The Association has been formed to administer the affairs of the Condominium.

Section 3. Application. All present and future Owners, mortgagees, and occupants of Units and their lessees, tenants and employees, and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws and the Master Deed. The acceptance of a deed or conveyance, or the act of occupancy of a Unit, shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

Section 4. Office. The office of the Association shall be located at 110 31st Avenue North, Nashville, Davidson County, Tennessee 37203. The Board of Directors shall have full power and authority to change the principal office from one location to another by appropriate resolution. The Association may also have offices at such other places, within or

without the State of Tennessee, as the Board may from time to time designate, or as the business of the Association may require.

ARTICLE II
MEETINGS OF MEMBERS

Section 1. Place of Meetings. Meetings of members shall be held at any place within or without the State of Tennessee, designated by the Board of Directors or by the written consent of all persons entitled to vote thereat. In the absence of any such designation, members' meetings shall be held at the principal office of the Association. Any meeting is valid wherever held if held by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Association.

Section 2. Annual Meeting. Commencing in the first year following the year in which the administration of the affairs of the Association are transferred from the Developer to the members of the Association, an annual meeting of the members of the Association shall be held on the first Sunday in March of each year (or if that be a legal holiday, then on the next succeeding Sunday) between the hours of 1:00 p.m. and 9:00 p.m., for the election of Directors and for the transaction of such other business as may be brought before the meeting.

Section 3. Special Meetings. Special meetings of the members may be called on the order of the President or of a majority of the Board of Directors, or upon the written request of members holding twenty-six percent (26%) or more of the total votes of the Association. Business transacted at a special meeting shall be confined to the purposes stated in the notice for that meeting.

Section 4. Fixing Record Date. For the purpose of determining the members entitled to notice of any meeting, or any adjournment thereof, or for the purpose of any other action, the Board shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting. If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto. Any Unit Owner who is in default with respect to any provision of the Master Deed and/or these Bylaws shall not be entitled to vote at any meeting of the members for so long as such default continues.

Section 5. Notice. Written or printed notice stating the place, date and hour of the meeting, and in the case of a special meeting, a statement in general terms of the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail, by or at the direction of the President, Secretary, or other person calling the meeting to each member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days

before the date of the meeting, and shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by the member. The person giving such notice shall certify that the notice required by this paragraph as been given, unless such notice is waived. Notice may be waived prior to, at, or subsequent to any meeting. Attendance of any member at a meeting, in person or by proxy, shall constitute a waiver of notice of the meeting by such member.

Section 6. Voting Rights. The aggregate number of votes for all members of the Association shall be divided among the respective Unit Owners, with one (1) vote granted to each Unit; *provided that*, notwithstanding the foregoing, or anything else contained in the Master Deed, the Charter of Incorporation, or these Bylaws, until the expiration of the Period of Developer Control, the Developer shall have five (5) votes for each Unit owned by it and held for sale to an end purchaser.

Section 7. Quorum. Members representing twenty-six percent (26%) or more of the votes entitled to be cast at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business, except as may otherwise be provided by law, by the Association's Charter of Incorporation, the Master Deed, or these Bylaws. If a quorum shall not be present or represented by proxy at any such meeting, then those entitled to vote thereat, present in person or represented by proxy, may adjourn the meeting from time to time and notice of an adjourned meeting need not be given if the time and place to which it is adjourned are announced at the meeting at which adjournment is taken. At any such adjourned meeting the quorum required shall be one-half (1/2) the quorum required at the preceding meeting, *provided that*, a quorum shall never consist of less than one-tenth (1/10th) of the total number of votes entitled to be cast by all members. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting or, if it is so held, the quorum required shall again be twenty-six percent (26%) of the votes entitled to be cast. When a quorum is present to organize the meeting, it cannot be broken by the subsequent withdrawal of a member or members.

Section 8. Proxies. Every member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be signed and dated and filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof, unless otherwise provided therein. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 9. Chairman of Meeting. The Chairman of the Board or the President, or in their absence, a Vice President, shall preside at all meetings of the members. In the

absence of the Chairman, the President, and the Vice President, the Board may appoint any member to act as Chairman of the meeting.

Section 10. Secretary of Meeting. The Secretary of the Association shall act as secretary at all meetings of the members and, in his absence, the Chairman may appoint any person to act as secretary for the meeting.

Section 11. Order of Business. The order of business at the annual meeting of the members shall be as follows:

(a) Calling the roll and certifying the proxies.

(b) Proof of notice of the meeting or certificates as to waivers.

(c) Reading and disposal of unapproved minutes.

(d) Reports of the officers of the Association.

(e) Reports of the Board of Directors of the Association.

(f) Reports of Committees.

(g) Selection and appointment of inspectors of election (if deemed necessary).

(h) Election of Board of Directors of the Association.

(i) Unfinished business.

(j) New business.

(k) Adjournment.

Section 12. Order of Business at Other Meetings. The order of business at all other meetings of the members shall as far as practical conform to the order of business at the annual meeting insofar as the special purpose of the meeting will permit.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Management of Association. The property, business and affairs of the Association shall be managed and controlled by its Board of Directors. The Board shall, without limitation, have the following powers and duties:

(a) To elect and remove the officers of the Association, as hereinafter provided;

(b) To administer the affairs and property of the Association;

(c) To formulate policies for the administration, management and operation of the Common Elements and the Property ;

(d) To adopt rules and regulations governing the administration, management, operation and use of the Common Elements and the Property, and to amend such rules and regulations from time to time;

(e) To provide for the maintenance, repair and replacement of the Common Elements, and payment therefor, and to approve payment vouchers or to delegate such approval to the officers;

(f) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Elements. The Board is affirmatively given the power to contract for such services with the Developer, so long as the amount to be paid the Developer under such contract is fair, reasonable, and in the best interests of the Association;

(g) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board, as set out in Section 12 of this Article III;

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

(i) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners and members their respective shares of such estimated expenses, as provided in the Master Deed and in these Bylaws;

(j) To borrow money if necessary to avoid an operating or other deficit in the Association's finances, or to provide funds in an emergency, or for any purpose deemed necessary by them, to pledge the Association's assets to secure such borrowing, and to provide for a special assessment, if necessary, to repay such borrowing; and

(k) To impose fines for violations of the Act, the Charter of Incorporation, the Master Deed, these Bylaws, or any rules and regulations or published policies adopted by the Board which govern the administration, management, operation and use of the Common Elements and/or the Property.

Section 2. Period of Developer Control. Notwithstanding anything to the contrary contained herein, the Developer will have the exclusive authority to appoint and remove directors and officers until the earlier to occur of: (1) five (5) years after the recording of the Master Deed creating the condominium; (2) four (4) months after the date as of which seventy five percent (75%) of the Units shall have been conveyed to Owners other than the Developer or an affiliate of the Developer; or (3) the surrender in writing by the Developer of the authority to appoint and remove directors and officers of the Association (the "Period of Developer Control").

Section 3. Qualification. Until the expiration of the Period of Developer Control, Directors need not be members of the Association. After such expiration, the Directors shall be members of the Association or spouses of members of the Association. All Directors must be of legal age. They shall be elected by a plurality of the votes cast at the annual meeting of the Association. Each Director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been duly elected and qualified.

Section 4. Number and Term of Office. Until the expiration of the Period of Developer Control, the Board shall consist of three (3) persons. Thereafter, the Board shall consist of five (5) persons. If the expiration of the Period of Developer Control occurs prior to an annual meeting, the Developer may appoint five persons to serve as directors until the next annual meeting. At the first annual meeting at which Directors are elected, two (2) members shall be elected to serve for a term of one (1) year, two (2) to serve for two (2) years, and one (1) to serve for three (3) years. At all subsequent elections, members of the Board shall be elected to serve for a term of three (3) years. The Board may be enlarged in multiples of two (2), by vote of a majority of the members, but in no event shall the Board consist of more than thirteen (13) members.

Section 5. Nomination and Election.

(a) Prior to each annual meeting of the Association, there shall be appointed by the President a nominating committee of three (3) members of the Association or the Board of Directors. The nominating committee shall meet

promptly and after considering the qualifications of persons shall nominate a person or persons to be elected members of the Board at the forthcoming annual meeting of the Association.

(b) Nominations may also be made from the floor at any annual meeting or special meeting called for the purpose of electing directors.

(c) The candidate receiving a plurality of the votes cast for the office shall be declared elected. In the case of members of the Board, those receiving the greater number of votes out of the number to be cast shall be declared elected, and in case of a tied vote as to the last place to be filled, a new ballot shall be cast in order to determine the last successful candidate.

(d) No member who has failed to pay any dues or assessments to the Association, nor any member against whom a lien therefor is being prosecuted or foreclosed, shall be eligible for election as an officer or a member of the Board.

(e) A vacancy created by the death, resignation, withdrawal or removal of a director may be filled by the remaining directors then in office. Directors elected to fill any vacancy due to death, resignation, withdrawal or removal shall serve for the remaining unexpired term of the Director they replace. Otherwise, Directors shall be elected to serve for three years.

(f) If the number of Directors shall have been increased, the additional Directors shall be elected at the annual or a special meeting called for that purpose in the manner prescribed herein.

Section 6. Removal and Resignation. After the expiration of the Period of Developer Control:

(a) A Director may be removed for cause by vote or action taken by the Board or by the Association membership at a special meeting called for that purpose.

(b) Directors may be removed without cause only by vote of the members at a meeting duly called for that purpose or at the annual meeting.

(c) A Director may resign at any time by giving written notice to the Board, the President, or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board or by the officers designated to receive the same, and acceptance of the resignation shall not be necessary to make it effective.

Section 7. Annual and Regular Meetings. The annual meeting of the Board of Directors, of which no notice shall be necessary, shall be held immediately following the annual meeting of the membership, or immediately following any adjournment thereof, for the purpose of organizing the Board, for the election or appointment of officers for the ensuing year, and for the transaction of such other business as may be conveniently and properly brought before such meeting. The Board may also designate more frequent intervals for regular meetings.

Section 7. Special Meetings. Special meetings of the Board may be called by order of the Chairman of the Board, the President or by any two (2) Directors, and shall be held in Nashville, Tennessee. The place of said meeting shall be noted in the call for the meeting.

Section 8. Notice of Directors Meetings. The annual and all regular Board meetings may be held without notice. The Secretary shall give notice of the time, place and purpose or purposes of any special meeting by mailing the same at least five (5) days before the meeting or by telephoning or telegraphing the same at least three (3) days before the meeting to each Director at his address as it appears on the books of the Association. Such notice may be waived prior to, at, or subsequent to any such meeting.

Section 9. Conduct of Meetings. At meetings of the Board of Directors, the Chairman of the Board, the President, or a designated Vice President shall preside. The Secretary or Assistant Secretary shall keep minutes of the meeting or, in their absence, the presiding officer shall appoint any person to keep such minutes.

Section 10. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present. No notice of an adjourned meeting need be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Master Deed, the Association's Charter, these Bylaws, or the laws of the State of Tennessee. At any meeting at which every Director shall be present, even though without notice, any business may be transacted.

Section 11. Voting by Consent. Whenever the Directors of this Corporation are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, and signed by all the Directors entitled to vote thereon.

Section 12. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of its members, may designate an Executive Committee,

consisting of two (2) or more Directors, and other committees, consisting of two (2) or more persons, who may or may not be Directors, and may delegate to such committees any and all such authority as it deems desirable, including the right to delegate to an Executive Committee the power to exercise all the authority of the Board in the management of the affairs and property of the Corporation, except the following:

(a) The power to recommend to members any action requiring their approval;

(b) The power to change the membership of any committee at any time;

(c) The power to fill vacancies in the Board or any committee; and

(d) The power to discharge any committee either with or without cause at any time.

During the intervals between meetings of the Board, the Executive Committee, if any, shall advise and aid the officers of the Association in all matters concerning its interest and the management of its business. The Executive Committee may fix its own rules of procedure and shall elect a Chairman and Secretary. A majority shall constitute a quorum, but the affirmative vote of a majority of the whole committee shall be necessary in the taking of any action. The Executive Committee shall keep regular minutes of its meetings and report the same to the Board at its next regular or special meeting.

Section 13. Managing Agent and Manager. The Board may employ for the Condominium a managing agent or a manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize.

Section 14. Compensation. The Directors shall receive such compensation for their services as Directors and as members of any committee appointed by the Board as may be authorized by vote of the Unit Owners. In the absence of any appropriate action by the Unit Owners, the Directors shall receive no compensation but shall be reimbursed for reasonable expenses incurred in the performance of their duties.

Section 15. Liability of the Board/Indemnity. The Association shall indemnify every officer, Director, employee or other agent of the Association (each, an "Indemnified Party") against any and all expenses, including but not limited to reasonable attorney's fees and litigation costs, incurred or imposed upon them in connection with any action, suit or other proceeding (including the settlement of any such action, suit or proceeding if approved by the Board) to which an Indemnified Party may be a party by reason of being or having been an officer, Director, employee or agent of the Association, whether or not such Indemnified Party is an officer, Director employee or agent at the time such expenses are incurred or imposed. Except to the extent required

by the Act, the Indemnified Parties shall not be liable to the Members for any mistake in judgment, negligence, or otherwise, except for their own gross negligence, willful misconduct or bad faith. The Indemnified Parties shall have no personal liability with respect to any contract or other agreement or obligation of the Association made by them, in good faith, on behalf of the Association or the Members (except to the extent that such Indemnified Parties may be liable in their capacity as Owners), and the Association shall indemnify, defend and hold harmless such Indemnified Parties from and against any and all liability on account of any such contract, agreement or obligation. The foregoing indemnification shall be in addition to, and not exclusive of, any other rights to which any current or former Indemnified Party may be entitled. The Board is authorized to purchase insurance to fund the foregoing indemnification.

ARTICLE IV
OFFICERS

Section 1. Number and Qualifications. The Association shall have a President and a Secretary, and such other officers as the Board shall from time to time deem necessary or advisable. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. An officer may be removed at any time by a majority vote of the entire Board.

Section 2. Election and Term. The officers shall be elected by the Board of Directors at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been duly elected and qualified or until removed as herein provided.

Section 3. Duties of Officers. Officers shall have such authority and perform such duties in the management of the Association as are hereinafter set out, and such additional duties as are normally incident to their offices and as the Board may from time to time prescribe.

Section 4. Duties of President. The President shall be the Chief Executive Officer of the Association and, when present, shall preside at all meetings of the membership and, unless a Chairman of the Board has been elected and is present, shall preside at the meetings of the Board of Directors. The President or Vice President, unless some other person is specifically authorized by vote of the Board of Directors, shall sign all documents on behalf of the Association, including, but not limited to, deeds, mortgages, leases and contracts of the Association.

Section 5. Duties of Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President.

Section 6. Duties of Secretary. The Secretary shall keep accurate minutes of all meetings of the membership and the Board of Directors and, to the extent ordered by the Board of Directors or the President, the minutes of meetings of all committees. He shall cause notice to be given of meetings of members, of the Board of Directors and, when requested to do so, of any committee appointed by the Board. He shall have general charge of the records, documents and papers of the Association which shall, at all reasonable times, be open to examination by any Director or member. He may sign or execute contracts with the President or a Vice President thereunder authorized in the name of the Association.

Section 7. Duties of Treasurer. The Treasurer, subject to the order of the Board of Directors, shall be responsible for the money and funds of the Association and shall deposit such monies and funds in the name of the Association in such banks as the Board of Directors may designate. The Treasurer shall make, sign, and endorse the name of the Association on all checks, drafts, notes and other orders for the payment of money, and pay out and dispose of its funds under the direction of the President or the Board of Directors. No payment for any purpose in excess of the amount budgeted for that purpose shall be made without approval of the Board of Directors. If required by the Board, the Treasurer shall give such bond as shall be determined appropriate for the faithful performance of his duties.

Section 8. Compensation of Officers. The officers shall receive such salary or compensation as may be fixed by the Board of Directors and approved by the Unit Owners. If no action is taken to set such salary, then they shall serve without compensation.

Section 9. Resignations. Any officer may resign at any time by giving written notice to the Chairman of the Board, the President or the Secretary. Any such resignation shall take effect at the time specified therein, or if no time is specified, upon its acceptance by the Board of Directors.

Section 10. Removal of Officers. Any officer or agent may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Association will be served thereby.

ARTICLE V
OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Common Charges. The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of the common charges required to meet the common expenses of the Association, and allocate and assess such common charges against the Unit Owners, other than the Developer with respect to unoccupied Units held by it for sale (with respect to which the Developer shall pay the actual expenses), according to their respective percentages of ownership in the Common Elements. 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 pursuant to the provisions of Section 9 of this Article V. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the condominium property, including, without limitation, an amount for working capital of the Association, 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 common expenses may also include such amounts as may be required for the purchase by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board shall advise each Unit Owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees.

Section 2. Purpose of Assessments. The assessments levied by the Board shall be used exclusively to promote the health, safety, and welfare of the Unit Owners and in particular for the improvement and maintenance of the Units and Common Elements, including, without limitation, maintenance, repair and reconstruction. Such maintenance shall include, but not be limited to the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Elements, the procurement and maintenance of insurance in accordance with the Master Deed, the employment of attorneys to represent the Board when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, roofs, paving, and any other major expense for which the Board is responsible, and such other needs as may arise.

Section 3. Reserves. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and those other portions of the condominium property which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expenses. This Section shall not be construed to limit or restrict in any way the Board's authority to impose special assessments in accordance with Section 4 below.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel or Common Elements, or for any other purpose deemed appropriate by the Board in the exercise of its reasonable judgment. The Board may permit any special assessment to be paid in installments over any period deemed reasonable by the Board even though such period may extend beyond the year in which the special assessment is levied.

Section 5. Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be based on the relative square footage of

the Units. The amount of the assessment owed by each Unit owner (other than unoccupied Units held by the Developer for sale) shall be calculated by multiplying the total assessment by the percentage obtained by dividing the total square feet of all Units into the total square feet of the Unit owned by the individual Unit owner. Annual assessments shall be collected on a monthly basis. Special assessments shall be collected as determined by the Board.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Unit on the first day of the month following the conveyance of the Unit, or at such other time as may be determined by the Board. Such annual assessments shall be paid ratably on a monthly basis. Thereafter, the Board shall fix the amount of annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Board. The Board shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Board setting forth whether the assessments on a specified Unit have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Board. Any assessment not paid within fifteen (15) days after the due date shall be considered late and subject to a late fee, the amount of which shall be determined from time to time by the Board. The Board may bring an action at law against the Unit Owner personally obligated to pay the same and/or may foreclose the lien against the property and in either event late fees, interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or its Unit.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of assessments, and for the consideration of one dollar ($1.00) paid in cash, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Unit Owners and each of them, and their respective heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto W. Lee Corbett, Trustee, his successors and assigns, their respective Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If the Trustor shall pay the assessments when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the assessments with respect to any Unit are not paid promptly when due, 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 (20) days notice by three publications in any newspaper, daily or weekly, of general circulation published in Davidson County, Tennessee, to sell said Unit at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption or statutory redemption, and all exemptions of every kind, which are hereby expressly waived and the said Trustee or his successor in

trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Board may bid and become the purchaser at any such sale. The Board may, at any time after default in the payment of any assessment, enter and take possession of said property and shall only account for the net rents actually received by it. It is further agreed that, in the event the Board fails, before instructing Trustee to sell said Unit, 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 the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(1) First, to the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorney's fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(2) Second, to the payment of all taxes which may be unpaid with respect to such Unit;

(3) Third, to the payment of all unpaid assessments with respect to such Unit;

(4) Fourth, the residue, if any will be paid to the Unit Owner, his order, representative or assigns.

In the case of death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trust may be required or for any other reason, the Board is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument of 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.

Section 8. Statement of Common Charges. The Board shall promptly provide any Unit Owner, who makes a request in writing, with a written statement of his unpaid common charges.

Section 9. Insurance. The Board shall obtain and maintain insurance as required by the Master Deed.

Section 10. Repair or Reconstruction After Damage. In the event of damage to or destruction of the Building as a result of fire or other casualty, the Board shall proceed as required by the applicable provisions of the Master Deed.

Section 11. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board, or the breach of any Bylaw contained herein, or the breach

of any provision of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these Bylaws: (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 Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 12. Maintenance and Repair.

(a) All maintenance of and repairs to any Unit, structural or nonstructural, ordinary or extraordinary, shall be made by the Owner of such Unit other than maintenance of and repairs to any Common Elements contained therein not necessitated by the negligence, misuse, or neglect of the Owner of such Unit. Each Unit Owner shall be responsible for all damages to any other Unit and to the Common Elements resulting from his failure to effect such maintenance and repairs.

(b) All maintenance, repairs, and replacements to the Common Elements, whether located inside or outside of the Units shall be made by the Association and be charged to all the Unit Owners as a common expense, unless necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

(c) All maintenance, repairs, and replacements to the Limited Common Elements shall be made as provided for in the Master Deed.

Section 13. Use of Units. In order to provide for congenial occupancy of the condominium property and for the protection of the values of the Units, the use of the condominium property shall be subject to the following limitations:

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

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

(c) No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the Unit Owners or the Board, whichever shall have the obligation to maintain or repair such portion of the condominium property.

Section 14. Additions, Alterations, or Improvements by Board. Whenever in the judgment of the Board the common elements shall require additions, alterations, or improvements, the Board shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as a common charge.

Section 15. Additions, Alterations, or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or to his or its Unit, without the prior written consent thereto of the Board. The Board shall answer any written request by a Unit Owner for approval of a proposed structural addition, alteration, or improvement in such Unit owner's Unit, within 30 days after such request. Failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration, or improvement. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any Unit shall be executed by the Board. The Board shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement.

Section 16. Use of Common Elements and Facilities. A Unit Owner shall not place any furniture, or objects in the public halls, stairways, elevators, or other common areas or common facilities, except in an area designated as a storage area. The public halls, stairways, and elevators shall be used for no purpose other than for normal transit.

Section 17. Right of Access. A Unit Owner shall grant a right of access to his Unit to the manager (if any), the managing agent (if any), and any other person authorized by the Board, the manager, or the managing agent, to make inspections; to correct any condition originating in his Unit and threatening another Unit or a Common Element; to install, alter, or repair mechanical or electrical services or other common elements in his Unit or elsewhere in the building; and to correct any condition which violates the provisions of any mortgage covering another Unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the Unit Owner. However, in case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 18. Rules of Conduct. The Board may promulgate and amend rules and regulations governing the use of the Units and the Common Elements. The Board shall furnish copies of such rules and regulations to each Unit Owner prior to their effective date.

Section 19. Utilities. Contracts and/or arrangements for utilities shall be made by the Board for all Units, except in instances where the Units are separately metered, and for the Common Elements, with the cost of such utilities being a common expense.

ARTICLE VI
MORTGAGES

Section 1. Mortgage of Units. No Unit Owner shall mortgage his Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund, or other institutional lender, or by a home equity loan or a purchase money mortgage to the Developer.

Section 2. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board.

Section 3. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges or other default by the Owner of the mortgaged Unit.

Section 4. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

Section 5. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE VII
CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association, and shall be distributed as provided in the Master Deed.

ARTICLE VIII
RECORDS

Section 1. Records and Audits. The Board or the managing agent (if any) shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, and financial records and books of account of the Association, 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 Association shall be rendered by the Board to all Unit Owners at least annually.

ARTICLE IX
MISCELLANEOUS

Section 1. Notices. All notices to the Board shall be hand-delivered or sent by registered or certified mail, in care of the managing agent, or if there is no managing agent, to the office of the Board or to such other address as the Board may hereafter designate from time to time. All notices to any Unit Owner shall be hand-delivered or sent by registered or certified mail to the Unit owned by such Unit Owner or to such other address as may have been designated by him or it from time to time, in writing, to the Board. All notices to mortgagees of Units, shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

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 Bylaws, or the intent of any provision thereof.

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

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws 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. Incorporation by Reference. The provisions of the Master Deed are incorporated herein by reference, and shall control any inconsistency with these Bylaws.

ARTICLE X
AMENDMENTS TO BYLAWS

Section 1. Amendments to Bylaws. Except as otherwise herein provided, these Bylaws may not be modified or amended without the acquiescence and affirmative vote of Unit Owners holding 66% or more of the total voting rights in the Association. All amendments or modifications shall be evidenced by an Amendment to Bylaws which Amendment shall be recorded in the Davidson County Register's Office.

ARTICLE XI
CONFLICTS

Section 1. Conflicts. These Bylaws are set forth to comply with the requirements of the Horizontal Property Act of the State of Tennessee. In case any of these Bylaws conflict with the provisions of such statute or of the Master Deed, the provisions of such statute or of the Master Deed, as the case may be, shall control.