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Davidson County DEEDMAST
Recvd: 06/17/08 16:00 18 p
Fees:92.00 Taxes:0.00
20080617-0062492

MASTER DEED
FOR
1044 NINTH AVENUE NORTH CONDOMINIUMS

THIS MASTER DEED, made and entered into by Worthy Freeman Partners, a Tennessee general partnership consisting of Artmas Worthy and Elmer Freeman (the "Declarant") this 13th day of June 2008, pursuant to the provisions of the Horizontal Property Act of the State of Tennessee, T.C.A. Section 66-27-101 et seq., (herein referred to as the "Act").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of a certain tract of land located in Davidson County, Tennessee, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter the "Land").

WHEREAS, Declarant is the owner in fee simple of the Land and has constructed, or is in the process of constructing, certain improvements consisting of a multi-story residential duplex and appurtenances and amenities thereto, and it is the desire and intention of the Declarant to divide the Project into condominium apartment units (collectively the "Units") and to sell and convey the same, subject to the covenants, conditions and restrictions herein reserved to be kept and observed;

WHEREAS, it is the desire, intent and purpose of the Declarant by this Master Deed and attached exhibits, to submit the Land together with said Units and all structural improvements and other permanent fixtures now or hereafter erected thereon, and all rights and privileges belonging or in any wise appertaining thereto, to the provisions of the Act, and to establish a "Project" in which each individual Unit may be and shall be owned, possessed, leased, sold, conveyed and encumbered as if it were solely and entirely independent of the other Unit in the building and in which an owner has an exclusive ownership of his or her Unit and has a common right to share with other Owners in the Common Elements of the Land and Building not constituting an individual Unit.

DECLARATION

NOW, THEREFORE, for and in consideration of the foregoing premises, in consideration of the reliance hereon by the purchasers of individual units, and as authorized by the Act, Declarant, for itself and its successors and assigns, does hereby covenant, establish and confirm unto its grantees and unto its heirs, successors and assigns, as well as to any and all other persons hereafter having or acquiring any interest of any nature whatsoever in or to any part of said Land and Building, as follows:

ARTICLE 1

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

(a) "Act" means the "Horizontal Property Act" of the State of Tennessee, Tennessee Code Annotated, Sections 66-27-101, et seq., as amended.

(b) "Allocated Parking Spaces" means that number of automobile parking spaces allocated to such Unit as provided herein, and constituting an inseparable appurtenance thereto, the enjoyment, benefit and/or use of which is reserved to the lawful Occupant of such Unit as provided in this Master Deed.

(c) "Building" means the building located on the Parcel and forming part of the Property and consisting of and containing the Units. The Building is delineated on the Plat.

(d) "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:

(i) The Parcel;

(ii) All drives, access roads and open spaces as shown on the Plat;

(iii) All foundations, bearing walls and columns, roofs, sidewalks and other means of common ingress and egress;

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

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

(e) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Unit as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit either in this Master Deed or on the Plat. Limited Common Elements shall include, but shall not be limited to, the separate furnace, air conditioner and water heater located within or adjacent to a Unit and serving only such Unit, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, any patios, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, screens, and entryways, and all associated fixtures and structures therein as lie outside the Unit boundaries and any Allocated Parking Space as provided herein.

(f) "Master Deed" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Master Deed as amended from time to time.

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

(h) "Parcel" means the parcel or tract of real estate, described on Exhibit A attached to this Master Deed and submitted hereby to the provisions of the Act.

(i) "Percentage Interest in the Common Elements" means a Unit Owner's undivided interest in the Common Elements as set forth on Exhibit B attached hereto and made a part hereof.

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

(k) "Plat" means the site plan of the Parcel submitted to the provisions of the Act showing the number of each Unit, expressing its area, location and other data necessary for identification, said Plat being attached hereto on Exhibit D and made a part hereof.

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

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

(n) "Unit" means an enclosed space consisting of one or more rooms, which enclosed space is not owned in common. Each Unit is numbered as shown on the Plat. The boundaries of each Unit shall be and are the unfinished interior surfaces of its perimeter walls, floors and ceilings, and a Unit includes both the portion of the building so described and the air space so encompassed, excepting Common Elements. 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.

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

ARTICLE 2

Section 2.1 Submission of Property to the Act. The Declarant does hereby submit and subject the Parcel, the Property and the Units to the provisions of the Act and does hereby form a Horizontal Property Regime which shall be known as 1044 Ninth Avenue North Condominiums.

Section 2.2 Plat. The Plat sets forth the numbers and location of each Unit and other data as required by the Act.

Section 2.3 Units. The legal description of each Unit shall consist of the identifying number of each Unit as shown on the Plat. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its identifying number as shown on the Plat and every 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 his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

ARTICLE 3

Section 3.1 Ownership of the Common Elements. Each Unit is hereby allocated a one-half undivided interest in the Common Elements as set forth on Exhibit B attached hereto and made a part hereof as though fully set forth herein. The assigned percentages of interest in the Common Elements set forth on Exhibit B shall remain constant unless hereafter changed by recorded amendment to this Master Deed. The ownership of a Unit shall not be conveyed separate from the Percentage Interest in the Common Elements appurtenant to such Unit. The Percentage Interest in the Common Elements appurtenant to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering such Unit may refer only to the fee title to that Unit.

Section 3.2 Use of Common Elements, Limited Common Elements and Parking Spaces. Each Unit Owner shall have the right to use the Common Elements in common with the other Unit Owner, 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, but also to his agent, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and this Master Deed.

The lawful Occupant of each Unit, shall have the right to the use and possession of the Allocated Parking Spaces serving such Unit, as allocated to such Unit on the Plat. The right to the use of an Allocated Parking Space shall be exclusive to the respective Unit Owner and may not be changed without the written consent of such Unit Owner. The Allocated Parking Space corresponding to any Unit shall be deemed conveyed or encumbered with that Unit as an inseparable appurtenance thereto, even though the legal description in the instrument conveying or encumbering such Unit may refer only to such Unit, and the Allocated Parking Space shall not be conveyed or encumbered separately from the Unit served thereby. Such Allocated Parking Space shall not be the subject of any partition action. The Allocated Parking Space for each Unit shall be a Limited Common Element.

ARTICLE 4

Section 4.1 Common Expenses. Each Unit Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in accordance with this Master Deed(which expenses are herein sometimes referred to as "Common Expenses"), including, but not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions thereto. Such proportionate share of the Common Expenses for each Unit Owner shall be one-half of such expenses; provided, however, that any such expenses with respect to the Limited Common Elements shall be borne by the Unit Owners to whose Units such Limited Common Elements are appurtenant. Payment of Common Expenses, including any prepayment thereof required by a contract for sale of a Unit, shall be in such amounts and at such times as determined by the Unit Owners. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of Common Expenses when due, the amount thereof, together with interest thereon at the highest rate allowed by law from the date that said Common Expenses become due and payable, plus reasonable attorneys' fees, court costs and litigation expenses incurred by the non-defaulting Unit Owner in the collection thereof or the enforcement of the lien herein provided, shall constitute a lien on the interest of such defaulting Unit Owner in his Unit and the Property as provided in the

Act. Except for a foreclosure sale described in Section 4.4 below, the sale or conveyance of a Unit shall in all cases be subject to all unpaid assessments against the Unit Owner thereof for his pro rata share in the Common Expenses, and if the same are not paid by the owner thereof prior to any sale or conveyance, shall be a lien against the Unit. Likewise, all taxes and other levies and assessments by governmental taxing bodies shall be a lien against individual Units.

Section 4.2 Estoppel. The Unit Owner shall, within ten (10) days after written request, execute and deliver to the requesting party any estoppel information regarding its mortgage and Common Expenses.

Section 4.3 Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses as provided in the Master Deed, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of assessments when due, such delinquent payment shall be subject to a late charge in an amount established by the Unit Owners, and such delinquent payment shall also bear interest at the maximum rate allowed by law. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act, enforceable by the non-defaulting Unit Owner, on the interest of such defaulting Unit Owner in the Property. The non-defaulting Unit Owners shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees. The non-defaulting Unit Owners shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 4.4 Mortgage and Deed of Trust Protection. The lien for the pro-rata share of Common Expenses payable by a Unit Owner shall be subordinate to the lien of a recorded first priority Mortgage or Deed of Trust on the interest of such Unit Owner, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the Mortgagee or Beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust and except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessment or charges to all Units including the Mortgaged Unit. This Section 4.4 shall not be amended, changed, modified or rescinded without the prior written consent of all Mortgagees and Beneficiaries of record.

Section 4.5 Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Unit together with his respective Percentage Interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or place a lien on the Property or any part thereof, except to the extent of his own Unit and his appurtenant interest in the Common Elements.

Section 4.6 Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and its appurtenant interest in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Percentage Interest in the Common Elements, and, in said event, such taxes shall be a Common Expense.

ARTICLE 5

Section 5.1 Fire and Casualty Insurance. The Unit Owners shall obtain common insurance for the Property, exclusive of the additions within, improvements to and decorating of the Units, and the Unit Owner's respective personal property contained withing their Unit and Limited Common Elements by the Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered

under broad form "all risk" extended coverage provisions, for the full insurable replacement cost of the Property. Insurable replacement cost shall be deemed the cost of restoring the Common Elements (including, without limitation, the Limited Common Elements), the Units and/or any part thereof, to substantially the same condition in which they existed prior to damage or destruction or as near thereto as is feasible with the amount of insurance proceeds available therefor. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable jointly to the Unit Owners to be held in trust for their benefit and the benefit of their respective mortgagees, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against the Unit Owners. The premiums for such insurance shall be a Common Expense.

Section 5.2 Partial Casualty. In the event of damage to or destruction of all or any part of the Building as a result of fire or other casualty covered by insurance maintained by the Unit Owner pursuant thereto (unless more than two-thirds of such Building require reconstruction), the Unit Owner shall, in their mutual discretion determine, and arrange for the prompt repair and restoration of the damaged portions of the Units, Building and Common Elements substantially in accordance with the original plans and specifications therefor. Neither Unit Owner shall be responsible to the other for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering or furniture, furnishings, fixtures, appliances or equipment installed in the Unit by such Unit Owner or Occupant or any other personal property located on the Property owned by such Unit Owner or Occupant unless insurance therefor is specifically provided for in the insurance policy obtained by the Unit Owners collectively.

Section 5.3 Substantial Casualty. Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all the Building and Common Elements are destroyed or damaged by fire or other casualty. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the insurance proceeds shall be delivered one-half to each Unit Owner or their respective mortgagees, as their interests may appear, and the Unit Owners , as soon as is reasonably practicable shall sell the Property, in its then condition free from the effect of this Master Deed, which shall terminate upon such sale, on terms mutually satisfactory to the Unit Owners, and the net proceeds of such sale and of all insurance policies shall thereupon be distributed to the Unit Owners, their mortgagees, as their interests may appear, one-half to each Unit Owner in the Common Elements.

Section 5.4 Public Liability Insurance. The Unit Owners shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, but in no event less than $500,000.00, insuring each Unit Owner, mortgagee(s) of record, from liability in connection with the Property. The premiums for such insurance shall be a Common Expense.

Section 5.5 Additional Insurance. The Unit Owner also shall have authority to and shall obtain such other insurance and bonds (including, without limitation, flood insurance) and endorsements thereto, as they deem desirable or as may be required to permit the purchase of mortgages of the Units by the Federal National Mortgage Association. The premiums for such insurance and bonds shall be a Common Expense.

Section 5.6 Insurance for Unit Contents and Limited Common Elements. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his Unit and the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, and all parts of the Unit (for which the responsibility of maintenance and repair is that of the Unit Owner), and for decorations, furnishings, and personal property therein, and personal property stored elsewhere on the Property, if any.

Section 5.7 Insurance Compliance. Anything in this Article 5 to the contrary notwithstanding, all insurance maintained by the Unit Owners shall, to the fullest extent possible, be with such companies,

be in such amounts, have such endorsements, and otherwise be of such form and substance as to permit the Federal National Mortgage Association to purchase mortgages of the Units.

ARTICLE 6

Section 6.1 Maintenance, Repairs and Replacements. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within and to his Unit. Except to the extent hereinafter set forth, maintenance of, repair to and replacement of the Common Elements shall also be the responsibility of and shall be furnished by the Unit Owners equally. Maintenance of, repairs to, and replacements within the Limited Common Elements shall be the sole responsibility of the Unit Owners benefitted thereby. Further, the Unit Owners who stand to be benefitted by such maintenance of, repairs to, and replacements within the Limited Common Elements shall arrange for such maintenance, repairs and replacements in their name and for their account, and such Unit Owners pay the cost thereof with their own fund. If in order to maintain, repair, or replace the electrical wiring, plumbing, or other utilities of a Unit, it shall become necessary to gain entry to the other Unit, each Unit Owner shall be given reasonable access to the other Unit for such purpose but shall be responsible for restoring and repairing any damage to such Unit caused by such access, at the accessing Unit Owner's sole cost and expense.

Section 6.2 Damage to Common Elements. If, due to the act or neglect of a Unit Owner, or of his agent, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements.

Section 6.3 Access to Units. Each Unit Owner 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 to, or replacements within the Common Elements, Limited Common Elements, or to make any alteration required by any governmental authority.

Section 6.4 Alterations, Additions or Improvements. Any Unit Owner may make non-structural alterations, additions or improvements within and to his Unit, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

Section 6.5 Decorating. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within and to his Unit and Limited Common Elements serving his Unit, as may be required from time to time, including without limitation, painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces and the patio of his Unit, if any, and such Unit Owner shall maintain said Unit surfaces and the patio in good condition at his sole expense, as may be required from time to time. Each Unit Owner shall have the right to decorate such interior Unit surfaces from time to time as he may see fit and at his sole expense.

Section 6.6 Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown on the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit owners involved, to the extent of such encroachments, so long as the same shall exist.

ARTICLE 7

Section 7.1 Unrestricted Transfers. A Unit Owner may, without restriction, under this Master Deed, sell, give, devise, lease or otherwise transfer his Unit, or any interest therein.

Section 7.2 Leases. The lessee under any lease of a Unit shall be bound by and subject to all of the obligations, under this Master Deed and the Unit Owner shall expressly so provide in any such lease. The Unit Owner making such lease shall not be relieved thereby from any of said obligation

Section 7.3 Liability For Common Expenses on Transfer. In the event of any transfer of a Unit, or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid Common Expenses of the transferor accrued and payable prior to the date of the transfer.

Section 7.4 Use and Occupancy Restrictions. No part of the Property may be used for purposes other than as allowed by municipal zoning laws, which includes housing for single family residences and the related common purposes for which the Property was designed as consistent with zoning for the Property. Each Unit shall be used as a single family residence. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Unit Owner cause unreasonable noise or disturbance to others. In addition, each Unit Owner must abide by the following:

(a) The entrances of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

(b) No furniture, equipment or other personal articles shall be placed in the entrances or other Common Elements other than on patios.

(c) No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any of the Units in the Property or do or permit anything to be done therein that will interfere with the rights, comfort or convenience of other Unit Owners.

(d) Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

(e) No window shutters shall be used in or about the Building or Common Elements.

(from) All interior curtains, blinds and window treatments in the Units shall have white backings so that only such white backing shall be visible from the exterior of the Building.

(g) No sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door or other part of the Property, except customary real estate "For Sale" or "For Lease" signs, nor shall anything be projected out of any window of the Building;

(h) All garbage, refuse, and ashes from the Building shall be deposited with care in receptacles intended for such purpose and regularly removed from the premises;

(I) All patios and porches shall be maintained neatly and cleanly, and may not be altered in any way without the Unit Owner's unanimous consent. All plants on such patios and

porches must be potted and all pots must have drip pans. No personal belongings other than outdoor furniture and accessories may be stored or displayed on patios and porches. In no event shall any patio or porch be painted by the Unit Owner.

(j) No pets that weight over 20 pounds shall be allowed. Caged birds, house cats, and dogs may be kept in a Unit Owner's Unit unless the same shall become a nuisance or disturbance to the other Unit Owners. In no event shall any other bird or animal be kept or harbored in any Unit. All Unit Owners shall obey all applicable leash laws, will not allow their pets to run loose at any time, and will not leave them tied up outside their Units. Unit Owners shall be responsible for proper disposal and any and all waste created by their pets.

(k) All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

(l) No Unit Owner shall interfere in any manner with any portion of the heating, air conditioning or lighting apparatus that are part of the Common Elements and not part of the Unit Owner's Unit.

(m) No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property. However, this provision shall not prohibit the ownership and keeping of lawful firearms.

(n) The Unit Owners must keep the interiors of their Units clean and free from obstructions.

(o) Any damage to the Building or equipment caused by Unit Owners, employees of Unit Owners or their invitees, licensees, guests, visitors, clients or patients shall be repaired at the expense of the Unit Owners responsible for such damage.

(p) Unit Owners shall be held responsible for the actions of their employees, invitees, licensees, visitors, or guests.

(q) No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants, or other residents of the adjoining Unit; nor shall any nuisances or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

(r) No part of the Common Elements shall be obstructed so as to interfere with its use for their intended purposes. Nor shall any part of the Common Elements be used for general storage purposes. Nor shall anything be done therein or thereon in any manner that may increase the rate of hazard and liability insurance covering said area and the improvements situated thereon. No Unit Owner shall penetrate or core drill into the slabs, which comprise part of the Common Elements.

Section 7.5 Use of the Common Elements. The Common Elements shall be used only by Unit Owners and their agents, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

ARTICLE 8

Section 8.1 Remedies. In the event of any violation of the provisions of the Act, this Master Deed by such Owner's own conduct or by the conduct of any occupant or lessee of his Unit, the other Unit Owner shall have all of the rights and remedies which may be provided for in the Act and this Master Deed, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, the appointment of a receiver for the Unit and ownership interest of such defaulting Unit Owner, for damages or injunction and/or specific performance, for judgment for payment of money and collection thereof, the right to take possession of the Unit and to sell the same as provided hereinafter in this Article 8, or for any combination of remedies, or for any other relief. All expenses of the Unit Owners in connection with any such actions or proceedings, including, without limitation, court costs, litigation expenses, attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest rate allowed by law, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the non-defaulting Unit Owners shall have a lien for all of the same, as well as for nonpayment of Common Expenses, upon the Unit, and its appurtenant interest in the Common Elements, of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit, to the extent hereinabove set forth in Section 4.4 hereof. In the event of any such default by any Unit Owner, the non-defaulting Unit Owner shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Unit Owner. This Paragraph shall not be amended, changed, modified or rescinded without the prior written consent of all holders of record of mortgage and deed of trust liens against the Units.

ARTICLE 9

Section 9.1 Amendment. The provisions of this Master Deed may be amended by an instrument in writing, setting forth such amendment, signed by all Unit Owners.

Section 9.2 Mortgagee Approval of Material Amendments. As to amendments affecting the rights of mortgagees, approval must be obtained from eligible mortgage holders (those entitled to notice pursuant to this Master Deed) including, without limitation:

(a) Change of responsibility for maintenance and repairs;

(b) Reallocation of interests in the General or Limited Common Elements, or rights to their use;

(c) Redefinition of any Unit boundaries;

(d) Convertibility of Units into Common Elements or vice versa;

(e) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;

(f) Reduction or elimination of insurance required hereunder;

(g) Imposition of any additional restrictions on a Unit Owner's right to sell or transfer his or her Unit.

(h) Restoration or repair of the Building (after a hazard damage or partial condemnation) in a manner other than that specified in this Master Deed;

(i) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

The consent of any such eligible mortgage holder will be presumed if it fails to respond to a written proposal for an amendment within thirty (30) days after it receives notice thereof by certified mail, return receipt requested. However, if the Act or this Master Deed require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Master Deed, then any instrument amending any provision of this Master Deed with respect to such action shall be signed by all Unit Owners or all lien holders or both as required by the Act or this Master Deed. Any amendment shall be effective upon the recording of such instrument in the Office of the Register of Deeds for Davidson County, Tennessee; provided, however, that no provisions in this Master Deed may be amended so as to conflict with the provisions of the Act.

Section 9.3 Mortgagee Approval of Termination. Eligible mortgage holders representing a majority of the votes of mortgaged Units must consent to a termination of the regime established by the Master Deed for any reason other than substantial destruction or condemnation of the Property. The consent of any such eligible mortgage holder will be presumed if it fails to respond to a written proposal for an amendment within thirty (30) days after it receives notice thereof by certified mail, return receipt requested.

ARTICLE 10

Section 10.1 Rights and Obligations. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Deed. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Master Deed. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

The terms and conditions of the Master Deed may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Unit Owner who enters into such an agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of this Master Deed may be considered by the first mortgagee as a default, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

Section 10.2 Voting. Any Person or combination thereof owning any Unit duly recorded in his or its name, the ownership of which shall be determined by the records of the Register's Office for Davidson County, Tennessee, shall be an "Owner". Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed a single Unit Owner. The authority given by an Owner to another person to represent such Owner shall be in writing, signed by such Owner (or if a Unit is jointly owned then by co-

owners or joint owners, by all such co-owners or joint owners; or if such Owner is a corporation, by the proper officers thereof), and unless limited by its terms, such authority shall be deemed good until revoked in a writing. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Owners with respect to any Unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such Unit shall not have so been transferred to his name, he shall satisfy that he is the executor, administrator, guardian or trustee holding such Unit in such capacity. Whenever any such Unit is owned by two or more persons jointly, the vote thereof may be exercised by any one of the Owners present in the absence of protest by the other or others. Each Unit shall be entitled to one (1) vote on all matters affecting the Common Elements and their maintenance repair and upkeep, which vote may be cast by the Unit Owner or such Owner's lawful proxy.

In the event of a deadlock between the Unit Owners, a third party designee shall be mutually appointed by the Unit Owners to assess the situation and then cast a vote which shall be binding on the Unit Owners. The cost of appointing the additional third party designee shall be shared equally among the Unit Owners. If the Unit Owners are unable to agree on a third party designee, then in that event, either Unit Owner may file suit in the Chancery Court of Davidson County seeking to appoint a receiver who shall serve as a "tie-breaker" in case of a deadlock. All costs associated with filing suit shall be shared equally among the Unit Owners.

Section 10.3 Condemnation. In the event of a taking of part of the Common Elements in condemnation or by eminent domain, the award made for such taking shall be payable one-half to each Unit Owner. If the Unit Owners, in their sole and absolute discretion, unanimously approve the repair and restoration of such Common Elements, the Unit Owners shall arrange for the repair and restoration of such Common Elements, and the Unit Owners shall use the proceeds of such award to pay the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Unit Owners do not unanimously approve the repair and commence restoration of such Common Elements within 120 days after taking by the public or private authority, the Unit Owners shall disburse the net proceeds of such award on the basis of such Unit's Percentage Interest in the Common Elements.

Section 10.4 Trustee as Unit Owner. In the event title to any Unit is conveyed to a land title-holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

Section 10.5 Notices. Notices provided for in the Act or this Master Deed or shall be in writing, and shall be addressed to the respective Unit Owner, as the case may be, at such address as provided by the Unit Owner. Any Unit Owner may designate a different address for notices to him.; provided however, in the absence of such written designation, any notice required or permitted under this Master Deed, may be given to the Unit Owner at the mailing address for the Unit or Units owned by such Unit Owner. Notices addressed above shall be deemed delivered when mailed by a United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof. Upon written request to the Unit Owner, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Master Deed to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

Section 10.6 Severability. If any provision of this Master Deed, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Master Deed and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Master Deed shall be construed as if such invalid part was never included therein.

Section 10.7 Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit, or describe the scope of these provisions or the intent of any provision hereof.

Section 10.8 Gender and Number. The use of the masculine, feminine or neutral gender in this Master Deed shall be deemed to include all genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.

IN WITNESS WHEREOF, the undersigned Unit Owners have executed this Master Deed for 1044 Ninth Avenue North Condominiums on this 13th day of June, 2008.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE OF DECLARANT

Worthy Freeman Partners, a Tennessee General Partnership

By: _____
Elmer Freeman
Its: Partner

By: _____
Artmas Worthy
Its: Partner

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elmer Freeman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself as a partner of Worthy Freeman Partners, a Tennessee general partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership as partner.

Witness my hand and seal, this 13 day of June, 2008.

LEONORA K. MOORE My Commission Expires NOTARY PUBLIC AT LARGE May 22, 2010 DAVIDSON COUNTY, TN

Leonora Moore
Notary Public
My commission expires: 5/22/10

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Artmas Worthy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself as a partner of Worthy Freeman Partners, a Tennessee general partnership, the within named bargainor, and that as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership as partner.

Witness my hand and seal, this 13 day of June, 2008.

LEONORA K. MOORE My Commission Expires NOTARY PUBLIC AT LARGE May 22, 2010 DAVIDSON COUNTY, TN

Leonora Moore
Notary Public
My commission expires: 5/22/10

CONSENT OF MORTGAGEE

The undersigned Renasant Bank, a Mississippi banking corporation and successor by merger to Capital Bank and Trust, formerly a Tennessee banking corporation, herein called the mortgagee, the holder of a Deed of Trust on the Property described on Page 1 of the Master Deed, which Deed of Trust is recorded as Instrument Number 20070529-0063578 in the Register's Office for Davidson County, Tennessee, consents to the submission of said Property to the Horizontal Property Regime created hereby, as allowed and permitted by Section 66-27-101, et seq. Of the Tennessee Code Annotated. The lien created by said Deed of Trust shall remain prior and superior to any liens created under said Master Deed.

Renasant Bank

By: _____
Milton J. Wickles
Its: Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Milton J. Wickles, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the Vice President of Renasant Bank, the within named bargainor, a banking corporation, and that as such Officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Vice President.

Witness my hand and seal, at office in Nashville, this 5th day of June, 2008.

_____
Notary Public
My commission expires: _____

KIMBERLY P. HURST
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 2, 2011

EXHIBIT A

Land in Davidson County, Tennessee, being part of Lot No. 4 on the plan of the Subdivision of Lot 94 in Balch and Whitsides Addition to Nashville, as of record in Plan Book 1, page 36, of the Chancery Court at Nashville, and in Book 40, page 451, Register's Office for said County, described as follows:

Beginning on the easterly margin of 9th Avenue North, formerly McLemore Street, 252 feet south of Jefferson Street, being the northwest corner of Lot 4; thence with the north line of Lot 4, eastwardly 120 feet more or less to the northwest corner of a part of Lot 4, conveyed to Ernest Figgins and wife, by deed from Jane DeBow in Book 469, page 503, Register's Office for said County; thence with the westerly margin of said Figgins' lot southwardly 39-3/4 feet, more or less, to the northwest corner of a part of said Lot 4, conveyed to Roberta and Ethel Marie Crowe, by deed from Amanda J. Setters, in Book 413, page 633, Register's Office for said County; and continuing in the same direction and with the westerly margin of said Crowe's lot 11-3/4 feet, more or less, in all 51-1/2 feet, more or less, to the northwest corner of part of said Lot 4, conveyed to Alice Blake by deed from Sara T. Ellis in Book 619, page 283, Register's Office for said County; thence with the north line of said Blake's lot westwardly 120 feet, more or less, to the easterly margin of 9th Avenue North, thence with said margin of said Avenue, northwardly 56 feet to the beginning.

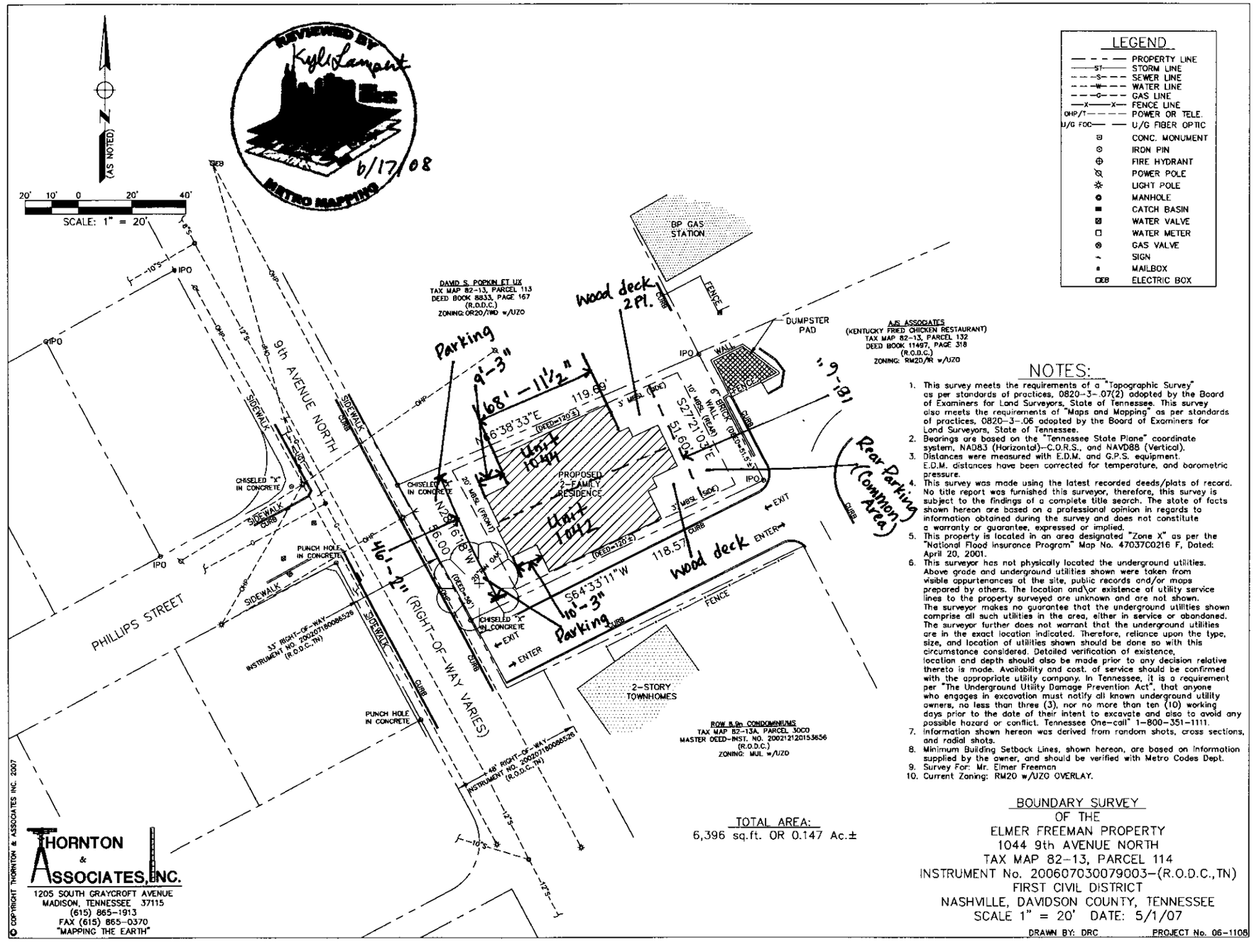
Being the same property conveyed to Artmas L. Worthy, an undivided one-half interest by quitclaim deed from Elmer Freeman, of record as Instrument No. 20070529-0063577, said Register's Office, and in Elmer Freemen by deed of record in Instrument No. 20060703-0079003, and by deed of record in Instrument No. 20020304-0027082, Register's Office for Davidson County, Tennessee.

[ADD DERIVATION CLAUSES]

EXHIBIT B

[*Common Element Interest Table*]

Unit Number	Sq. Feet	Percentage Interest of Common Elements	Number of Allocated Parking Spaces
1042	_____	50.00%	_____
1044	_____	50.00%	_____
Totals		100.00%	



NOTES:

1. This survey meets the requirements of a "Topographic Survey" as per standards of practices, 0820-3-.07(2) adopted by the Board of Examiners for Land Surveyors, State of Tennessee. This survey also meets the requirements of "Maps and Mapping" as per standards of practices, 0820-3-.06 adopted by the Board of Examiners for Land Surveyors, State of Tennessee.
2. Bearings are based on the "Tennessee State Plane" coordinate system, NAD83 (Horizontal)-C.O.R.S., and NAVD88 (Vertical).
3. Distances were measured with E.D.M. and G.P.S. equipment. E.D.M. distances have been corrected for temperature, and barometric pressure.
4. This survey was made using the latest recorded deeds/plats of record. No title report was furnished this surveyor, therefore, this survey is subject to the findings of a complete title search. The state of facts shown hereon are based on a professional opinion in regards to information obtained during the survey and does not constitute a warranty or guarantee, expressed or implied.
5. This property is located in an area designated "Zone X" as per the "National Flood Insurance Program" Map No. 47037C0216 F, Dated: April 20, 2001.
6. This surveyor has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appurtenances at the site, public records and/or maps prepared by others. The location and\or existence of utility service lines to the property surveyed are unknown and are not shown. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities are in the exact location indicated. Therefore, reliance upon the type, size, and location of utilities shown should be done so with this circumstance considered. Detailed verification of existence, location and depth should also be made prior to any decision relative thereto is made. Availability and cost. of service should be confirmed with the appropriate utility company. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owners, no less than three (3), nor no more than ten (10) working days prior to the date of their intent to excavate and also to avoid any possible hazard or conflict. Tennessee One-call 1-800-351-1111.
7. Information shown hereon was derived from random shots, cross sections, and radial shots.
8. Minimum Building Setback Lines, shown hereon, are based on information supplied by the owner, and should be verified with Metro Codes Dept.
9. Survey For: Mr. Elmer Freeman
10. Current Zoning: RM20 w/UZO OVERLAY.

TOTAL AREA:
6,396 sq.ft. OR 0.147 Ac.±

BOUNDARY SURVEY
OF THE
ELMER FREEMAN PROPERTY
1044 9th AVENUE NORTH
TAX MAP 82-13, PARCEL 114
INSTRUMENT No. 200607030079003-(R.O.D.C., TN)
FIRST CIVIL DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE
SCALE 1" = 20' DATE: 5/1/07

DRAWN BY: DRC PROJECT No. 06-1108

THORNTON & ASSOCIATES, INC.
1205 SOUTH GRAYCROFT AVENUE
MADISON, TENNESSEE 37115
(615) 865-1913
FAX (615) 865-0370
"MAPPING THE EARTH"

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