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AMENDMENT NO. 4 TO THE
AMENDED AND RESTATED MASTER DEED
FOR DAVENPORT CONDOMINIUMS

This Amendment No. 4 to the Amended and Restated Master Deed for Davenport Condominiums ("Amendment No. 4") is made and entered into as of this 20th day of May, 2009.

W I T N E S S E T H:

WHEREAS, DAVENPORT ASSOCIATES, a Tennessee general partnership composed of Charles W. Hand and Estes Williams ("Developer"), has previously submitted certain property to condominium ownership pursuant to the Master Deed for Davenport Condominiums of record in Book 6935, page 333, and in Book 7123, page 34, and as Amended and Restated in Book 7247, page 311, and amended by subsequent amendments of record in the Register's Office for Davidson County, Tennessee (the "Master Deed"); and

WHEREAS, the Coowner who owns all of the Units in the Davenport Condominiums desires to amend the plat that is of record at Book 7247, page 342, in said Register's Office (the "Original Plat") and the Amended and Restated Master Deed for Davenport Condominiums of record in Book 7247, page 311 in said Register's Office (the "Amended and Restated Master Deed") in order to: substitute an amended plat that contains a modified planned unit development for developing the remaining Units and common area improvements to be constructed on the Property; and (2) to amend the Amended and Restated Master Deed as necessary to conform it to the amended plat.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secretary of Davenport Condominiums Homeowners Association, being empowered so to do, hereby certifies that Coowner who owns all of the Units in the Davenport Condominiums, as evidenced by its signature below, has adopted and approved this Amendment No. 4, and the Secretary certifies this amendment to the Master Deed as follows:

1. Amendments.

(a) The Original Plat is hereby superseded and replaced by the amended planned unit development plat that is attached hereto as Exhibit A and incorporated herein by reference (the "Amended Plat"). The buildings on the Amended Plat that are labeled as numbers 231 and 232 are not residential Units. Those buildings are common area improvements.

(b) The definition in paragraph 1(o) of the Amended and Restated Master Deed of "Phases II through VI" is hereby deleted and replaced by the following definition:

> "Units 211-230" means the maximum number of additional Units to be built on the Property, as described in the Amended Plat and consisting of Units 211 through 230.

(c) All references in the Amended and Restated Master Deed to "Phases II through VI" are hereby amended to say "Units 211-230."

(d) The definition of "Plat" in paragraph 1(p) of the Amended and Restated Master Deed is hereby deleted and replaced by the following definition:

> "Plat" means the Amended Plat that is attached as Exhibit A to Amendment No. 4 to the Amended and Restated Master Deed for Davenport Condominiums.

(e) Paragraph 4 of the Amended and Restated Master Deed is hereby deleted and replaced by the following new paragraph 4:

4. **PERCENTAGE INTERESTS**: As shown on the Amended Plat, the Property will contain a maximum of 53 Units, being Units 101-123 and 201-230. As of the date of this Amendment No. 4, Units 101-123 and 201-210 have been built, and the Percentage Interest in the ownership of the General Common Elements appurtenant to each of those Units as of the date of this Amendment No. 4 is Three and Three Hundredths percent (3.03%). Such percentage shall be adjusted as provided in Section 8 upon the construction and submission, from time to time or all at once, of Units 211-230. Upon completion and submission of the maximum of 53 Units, the Percentage Interest in the ownership of the General Common Elements appurtenant to each Unit shall be One and Eight Hundred Eighty-Seven Thousandths percent (1.887%).

(f) Paragraph 8(a) of the Amended and Restated Master Deed is hereby deleted and replaced with the following new paragraph 8(a):

DMA Properties 2, LLC (or its successor in interest) shall have the right, but not the obligation, to construct and submit to condominium ownership the Units designated as Units 211 through 230 on the Amended Plat. No additional land will become part of the Property if those additional condominium Units are constructed. Upon completion and submission of additional Units, the owners of those Units shall have and may exercise all of the rights, privileges and obligations incident to the ownership of a Unit in the Condominium Project, including, but not limited to, liability for assessments by the Association for each Unit's pro rata share of Common Expenses of the Condominium Project and any special assessment with respect to each Unit. The contemplated submission of Units 211-230 will be accomplished in an amendment or amendments to the Master Deed executed by DMA Properties 2, LLC or its successor in interest specifying which of Units 211-230 have been substantially completed and are being submitted as part of the Condominium Project at that time. Each such amendment will state the total number of Units then included in the Condominium Project as a result of the submission of those additional Units and the percentage of ownership in the General Common Elements appurtenant to each Unit. All such adjustments to the percentage of ownership shall be based solely on the total number of Units in the Condominium Project, it being expressly understood that the percentage of ownership shall be a fraction, the

numerator of which is one and the denominator which is the total number of Units comprising the Condominium Project. No assessment shall be due and payable with respect to, or levied against, Units 211 through 230 until such Units are completed and submitted. Each Unit owner shall have a vote equal to the Unit's percentage ownership at the meetings of the Association, except as otherwise provided in the Act or the Bylaws.

(g) The following paragraph 8(f) is hereby added to the Amended and Restated Master Deed:

> Pursuant to Amendment No. 1 to the Amended and Restated Master Deed for Davenport Condominiums of record in Book 8630, page 466, Register's Office for Davidson County, Tennessee, the Developer had until May 26, 1997 to commence construction of additional Units to be submitted to the Condominium Project. As of May 26, 1997, the Condominium Project consisted of 33 Units, being Units 101-123 and 201-210, and the Developer had not commenced construction of any additional Units. Accordingly, as of the date of this Amendment No. 4, pursuant to paragraph 8(b) of the Amended and Restated Master Deed, DMA Properties 2, LLC, as the owner of all of the existing Units, owns the fee simple interest in the portions of the Property where Units 211-230 on the Amended Plat will be located, subject the Master Deed, as amended, and the Bylaws, as amended.

2. Defined Terms. Terms that are defined in the Amended and Restated Master Deed shall have the same meaning for the purposes of this Amendment No. 4 except as provided herein.

3. Approval. DMA Properties 2, LLC, which is the owner of all of the Units, is signing this Amendment No. 4 to evidence its consent to this Amendment No. 4.

IN WITNESS WHEREOF, the Secretary of the Davenport Condominiums Homeowners Association has caused this Amendment No. 4 to the Master Deed to be executed as of the day and date first above written.

DAVENPORT CONDOMINIUMS
HOMEOWNERS ASSOCIATION

By: Mary Ann Hogan
Mary Ann Hogan
Title: Secretary

DMA PROPERTIES 2, LLC

By: David M Hogan
David M. Hogan
Title: President

STATE OF TENNESSEE)

COUNTY OF Rutherford)

Before me, the undersigned, a Notary Public of the state and county aforementioned, personally appeared Mary Ann Hogan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to be the Secretary of DAVENPORT CONDOMINIUMS HOMEOWNERS ASSOCIATION, a corporation, the within named bargainor, and who further acknowledged that he/she executed the within and foregoing instrument for the purposes therein contained by signing the name of said corporation by himself/herself as Secretary.

WITNESS my hand and seal, this 20th day May, 2009.

Ruth Ann Vincent
Notary Public

RUTH ANN VINCENT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

My Commission Expires:
March 21, 2010

STATE OF TENNESSEE)

COUNTY OF Rutherford)

Before me, the undersigned, a Notary Public of the state and county aforementioned, personally appeared David M. Hogan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to be the President of DMA PROPERTIES 2, LLC, a limited liability company, the within named bargainor, and who further acknowledged that he/she executed the within and foregoing instrument for the purposes therein contained by signing the name of said corporation by himself/herself as Secretary.

WITNESS my hand and seal, this 20th day of May, 2009.

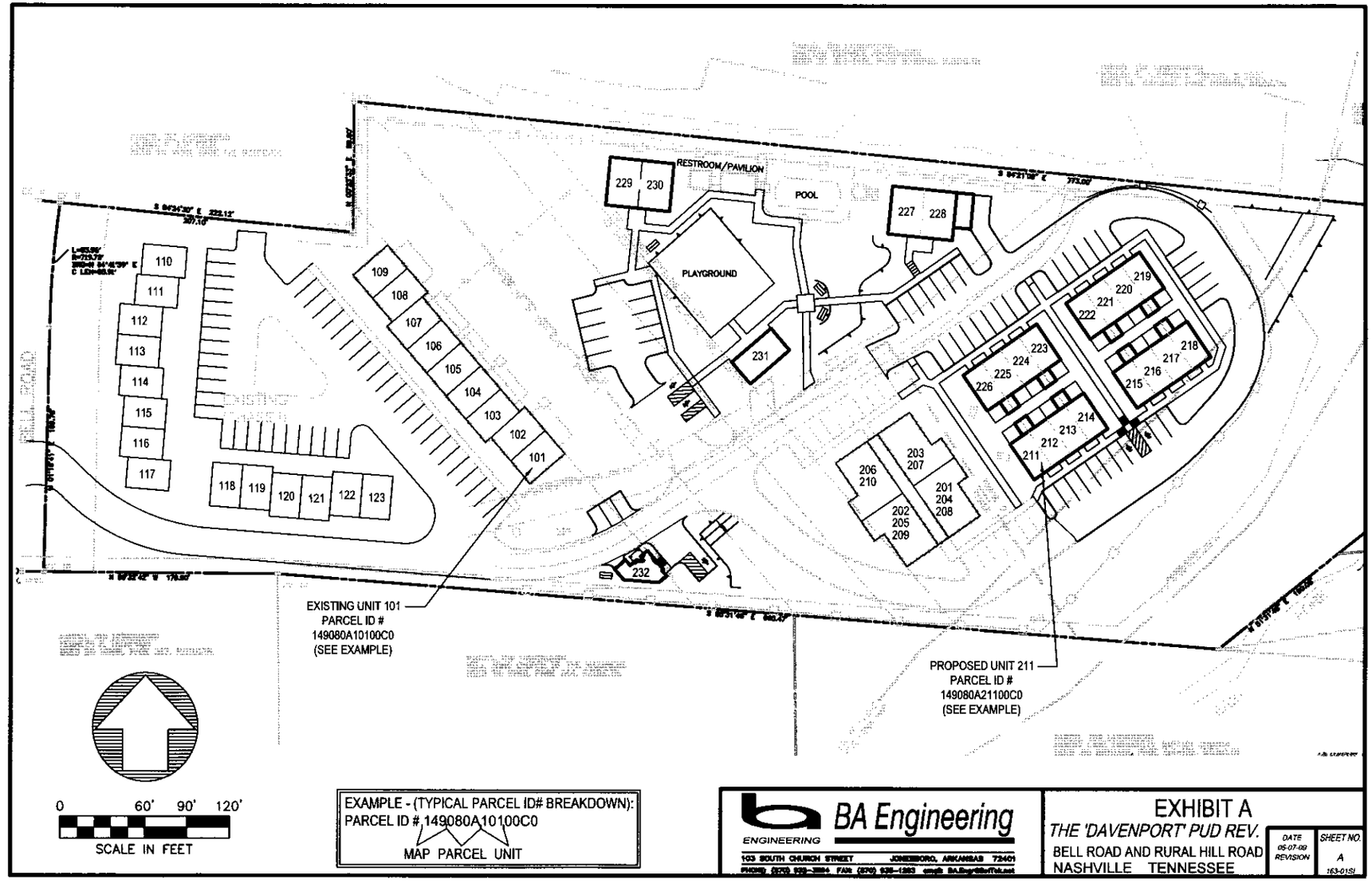
Ruth Ann Vincent

Notary Public

My Commission Expires: My Commission Expires: March 21, 2010

RUTH ANN VINCENT
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF RUTHERFORD

EXHIBIT A


RESTROOM/PAVILION
POOL
PLAYGROUND
229
230
227
228
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232
110
111
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EXISTING UNIT 101
PARCEL ID #
149080A10100C0
(SEE EXAMPLE)
PROPOSED UNIT 211
PARCEL ID #
149080A21100C0
(SEE EXAMPLE)
0 60' 90' 120'
SCALE IN FEET
EXAMPLE - (TYPICAL PARCEL ID# BREAKDOWN):
PARCEL ID # 149080A10100C0
MAP PARCEL UNIT
BA Engineering
ENGINEERING
103 SOUTH CHURCH STREET JONESBORO, ARKANSAS 72401
EXHIBIT A
THE 'DAVENPORT' PUD REV.
BELL ROAD AND RURAL HILL ROAD
NASHVILLE TENNESSEE
DATE
05-07-09
REVISION
SHEET NO.
A
163-01SI