This Instrument Prepared By:
Stephen C. Baker, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

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SECOND AMENDMENT TO MASTER DEED OF ESTES SQUARE CONDOMINIUM

This Second Amendment is adopted by all of the owners of units ("Unit Owners") in Estes Square Condominium as of the 21st day of December, 2011.

RECITALS:

A. Estes Square Condominium (the "Condominium") has been established by the recording of the Master Deed of Estes Square of record in Book 6623, page 559, in the Register's Office for Davidson County, Tennessee, as amended by Amendment of record in Book 6814, page 224, said Register's Office (collectively, the "Master Deed").

B. Capitalized terms not defined herein shall have the meaning assigned to such terms in the Master Deed.

C. The purpose of this Second Amendment is to (i) provide that hazard insurance for all Units, common areas, and limited common areas is to be obtained by the Estes Square Homeowner's Association, Inc. (the "Association") with the cost of such insurance to be a common expense, (ii) specify more clearly the portions of the Condominium to be maintained by the Association, and (iii) change the percentage of owners required to consent to an amendment to this Master Deed from one hundred percent (100%) to seventy-five percent (75%).

D. This Second Amendment has been approved by all Unit Owners in the Condominium as evidenced by their signatures hereto.

NOW, THEREFORE, the Master Deed is amended as follows:

1. Sections "EIGHTEENTH" and "NINETEENTH" of the Master Deed are hereby deleted and the following provisions are inserted in place thereof:

Section 18: CASUALTY LOSS AND INSURANCE

Section 18.01 Responsibility of Owners; Separate Insurance Coverage

(a) The Owner of each Unit may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects, any improvements and additions to the Unit made by such Owner after the initial sale of the Unit, and other property belonging to such Owner, and may, at his expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the common areas or limited common areas. Risk of loss of or damage to any furniture, furnishings and personal property belonging to or carried on the person of the Owner, or which may be stored in any Unit, or in or upon common areas or limited common areas, shall be borne by the Owner of each Unit. All furniture, furnishings and personal property constituting a portion of the common areas or limited common areas and held for the joint use and benefit of all Owners of Units shall be covered by such insurance as shall be maintained in force and effect by the Association as hereinafter provided. All insurance obtained by the Owner of each Unit shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association and their respective servants, agents, employees and guests.

(b) In the event casualty insurance maintained by an Owner causes a decrease in the amount of the insurance coverage maintained by the Association for the benefit of all Owners on a casualty loss to the Condominium by reason of proration or otherwise, the Owner so maintaining such insurance shall be deemed to have assigned to the Association the proceeds collected on such policy for loss or damage to the Condominium and such proceeds shall be paid directly to the Association by the insurer. Any such insurance proceeds shall be applied and distributed by the Association in accordance with this Section 18.

Section 18.02 Insurance to be Maintained by the Association

(a) Hazard Insurance. The Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use, insuring the Condominium against loss or damage by the perils of fire, lightning and those perils contained in extended coverage, vandalism and malicious mischief endorsements, and if the Condominium is located in an area identified by the Secretary of Housing

and Urban Development as having special flood hazards, the Association shall, to the extent obtainable, insure the insurable property included in the Condominium against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than 100% of the then current replacement cost of the improvements which constitute the Condominium, including the common areas, limited common areas and the Units as initially sold by the original developer (but excluding land, foundations, excavations and other items usually excluded from such insurance coverage). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Insurance Trustee (hereinafter defined), as trustee for the use and benefit of the individual Owners (without naming them) and their mortgagees. Periodically, prior to the renewal of any such policy or policies of insurance, the Association may obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the common areas, the limited common areas and the Units for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a common expense. All such policies of insurance shall comply with the provisions of Section 18.03 hereof and shall (i) contain standard mortgagee clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner.

(b) Public Liability and Property Damage Insurance. The Association shall obtain and maintain at all times a comprehensive policy or policies of public liability and property damage insurance in such amount (but not less than $1,000,000) and in such form as deemed appropriate by the Board of the Association to protect the Association and the Owners of all Units. Such policy shall provide coverage for bodily injury and property damage resulting from the operation, maintenance or use of the common areas and limited common areas and for legal liability resulting from employment contracts to which the Association is a party.

(c) Workmen's Compensation Insurance. The Association shall obtain and maintain at all times a policy or policies of workmen's compensation insurance to meet the requirements of the laws of the State of Tennessee.

(d) Fidelity Bonds. The Association shall obtain and maintain fidelity bonds for any person who either handles or is responsible for funds held or administered by the Association naming the Association as the obligee. The amount of the fidelity bond should cover the maximum funds that will be in the custody of the Association, but not less than the sum of

three months' assessments on all Units plus the reserve funds of the Association.

(e) Other Insurance. The Association shall obtain and maintain such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interest of the Association and the Owners of all Units.

Section 18.03 Governing Provisions All insurance obtained and maintained by the Association as provided in Section 18.02 above shall be governed by the following provisions:

(a) All policies shall (i) comply with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association as they shall apply to condominium loans; and (ii) to the extent practical and reasonably obtainable, be written with a company licensed to do business in the State of Tennessee and holding a financial rating of Class V or better and a general policyholders rating of "A" or better by Best's Insurance Reports or other then comparable rating. To the extent that the provisions of this Master Deed with respect to the maintenance of insurance shall conflict with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, then the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association shall control and such requirements shall be complied with by the Association.

(b) Exclusive authority to adjust all claims under the policies hereafter in force on the Condominium shall be vested in the Association or its authorized representatives.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the individual Owners or their mortgagees.

(d) The Association shall be required to make every effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors or the Owners;

(ii) An agreement by the insurer that the insurance coverage cannot be terminated or materially changed without thirty (30) days prior written notice to the Association;

(iii) The insurance coverage will be primary, even if a Unit Owner has other insurance that covers the same loss; and

(iv) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

Section 18.04 Premiums and Deductibles. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the common areas or limited common areas by an Owner shall be assessed against that Owner. Any deductible incurred by reason of a loss or claim under any insurance policy purchased under this Section 18 shall be paid by the Association, unless such loss or claim was caused by any Unit Owner, lessee or guest or invitee thereof or resulted from the use, misuse, occupancy, negligence or abandonment of a Unit or any portion thereof . In such event the Unit Owner from whose Unit the cause originated, will be responsible for the deductible under the Association's insurance policy.

Section 18.05 Insurance Trustee. The Association may engage the services of a bank or trust company authorized to do trust business in the State of Tennessee and having a capital and surplus of not less than $10,000,000 to act on its behalf as an insurance trustee ("Insurance Trustee") and to receive and disburse the insurance proceeds in accordance with the provisions of this Master Deed. In the event the lowest of two bids from reputable contractors for making all repairs required by any such loss shall exceed $250,000, the Association upon written demand of the mortgagee of any Unit shall engage the services of a bank or trust company to act as Insurance Trustee as aforesaid. The Association, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Owners of Units and their mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, which certificate will be provided to said Insurance Trustee upon request made to

the Association. Such certificate is to certify unto said Insurance Trustee the name of the Owner of each Unit, the name of the mortgagee who may hold a mortgage encumbering each Unit, and the respective percentages of any distribution which may be required to be made to the Owner of any Unit, and his respective mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of all or a portion of the Condominium. The rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policy shall, notwithstanding anything to the contrary therein or in any mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds to reconstruction of the damaged Condominium. No provision hereof shall entitle an Owner or any other party to any priority over a mortgagee with respect to the distribution of any insurance proceeds with respect to such Unit.

Section 18.06 Loss to Common Areas Only. In the event of the loss of or damage to only common areas, real or personal, by reason of fire or other casualties, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or the Insurance Trustee, as the case may be, to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common areas, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Owners of all Units, the distribution to be separately made to the Owner of each Unit and his respective mortgagee, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the Owner of each Unit and his mortgagee shall bear the same ratio to the total excess insurance proceeds as the undivided interest in the common areas appurtenant to each Unit bears to the total undivided interest in the common areas appurtenant to all Units. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire or casualty loss or damage payable to the Association or the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall pay, or shall deposit with the Insurance Trustee, as the case may be, a sum, which together with the insurance proceeds received or to be received, if any, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be so paid, or deposited by the Association with the Insurance Trustee, may be paid by the Association out of its reserve for replacement fund and if the amount in such reserve for replacement fund is not sufficient, or if the Board of Directors determines not to use such fund for said purpose, then the Association shall levy and collect an assessment against the Owners

of all Units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

Section 18.07 Loss to Common Areas, Limited Common Areas and/or Units. In the event of loss of or damage to common areas, limited common areas or any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or Insurance Trustee, as the case may be, to cover such loss or damage, shall be first applied to the repair, replacement or reconstruction of the common areas, then to the repair, replacement or reconstruction of the limited common areas and any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any Unit which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common areas, the limited common areas and any Units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the Owners of all Units, and to their mortgagees, as their respective interests may appear. Such distributions are to be made in the manner and in the proportions as are provided for the distribution of insurance proceeds under Section 18.06 above. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee, as the case may be, are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Board of Directors of the Association shall, based on reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction among the common areas, the limited common areas and any Units sustaining any loss or damage. If the proceeds of said fire or casualty insurance, if any, are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to the common areas and limited common areas, but are not sufficient to repair, replace or reconstruct any loss of or damage to any Units sustaining damage, then the Association shall levy and collect an assessment from the respective Owners of the Units sustaining any loss or damage, and the assessment so collected from said Owners shall be deposited with the Association or the Insurance Trustee, if applicable, so that the sum on deposit with the Association or the Insurance Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all common areas, limited common areas, and Units. In said latter event, the assessment to be levied and collected from the Owners of the Units shall be apportioned among such Owners in such manner that the assessment levied against each Owner of a Unit shall bear the same proportion to the total assessment levied against all of said Owners of Units sustaining loss or damage as the cost of repair, replacement or reconstruction of each Owner's Unit bears to the cost

applicable to all of said Units sustaining loss or damage. If the fire or casualty insurance proceeds, if any, payable to the Association or the Insurance Trustee are not an amount which will pay for the complete repair, replacement or reconstruction of the common areas and limited common areas, it being recognized that such insurance proceeds are to be first applied to the payment for repair, replacement or reconstruction of said common areas and limited common areas before being applied to the repair, replacement or reconstruction of any Unit sustaining loss or damage, then the cost to repair, replace, or reconstruct said common areas and limited common areas in excess of available fire and casualty insurance proceeds shall be levied and collected as an assessment from the Owners of all Units in the same manner as would be levied and collected had the loss or damage sustained been solely to the common areas and limited common areas and the fire or casualty insurance proceeds had been insufficient to cover the cost of repair, replacement or reconstruction. The cost of repair, replacement or reconstruction of each Unit sustaining loss or damage shall then be levied and collected by assessment against the Owners of the Units sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between Owners of the Units sustaining loss or damage.

Section 18.08 Estimates of Repair; Plans and Specifications; Payment of Assessments. In the event of loss or damage to Condominium, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. The estimate of repair shall be based upon the plans and specifications of the original buildings, as the same may from time to time be amended, or such other plans and specifications as may be approved by the Board of Directors of the Association, by all of the Owners of the damaged Units, and by not less than seventy-five percent (75%) of the Owners of all Units including the Owners of damaged Units and by the approval of mortgagees representing fifty-one percent (51%) of the total allocated votes of the Units subject to Mortgages held by mortgagees. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing the Unit Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Condominium. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors of the Association may deem to be in the best interest of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement or reconstruction thereof, the additional money required to completely pay for such repair, replacement or reconstruction of said loss or damage whether to be paid by all of the Owners of Units or only by the Owners of Units sustaining loss or damage, or both, as

herein provided, shall be paid to the Association and deposited with the Insurance Trustee, if any, not later than thirty (30) days from the date on which the Association or the Insurance Trustee, as the case may be, shall receive the monies payable from the policies of fire and casualty insurance.

2. Section "Twentieth" of the Master Deed is hereby deleted and the following provision is inserted in place thereof.

20. This Master Deed may be amended by a written instrument executed by the owners of seventy-five percent (75%) of the Units in the Condominium. Provided, however, no Amendment to the Master Deed shall change a Unit's undivided interest in the general common areas, the Unit's responsibility for common expenses or voting rights, or change the boundaries of a Unit without the written approval of all owners of such Unit and the written approval of the holders of record of any mortgage on the Unit or Units so affected.

3. The following provision is added to the Master Deed:

22. Maintenance by the Association. The Association shall maintain all common areas (excluding all decks and patios which shall be maintained by the Unit owners assigned the use of such limited common areas. Additionally, the Association shall maintain the exterior of all units, including, but not limited to, the roofs, gutters, all exterior surfaces of units and all grass and landscaping. All expenses of such maintenance by the Association shall be a common expense of the Association.

[SIGNATURES ON FOLLOWING PAGES]

Owner, Unit A-2

Steve R. Wherry

STATE OF TN)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **STEVE R. WHERRY**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in NASHVILLE TN, this the 21 day of DECEMBER, 2011.

Notary Public

JAMES A. WAECHTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

My Commission Expires: 1-9-12

IN WITNESS WHEREOF, all of the Unit Owners in Estes Square Condominium have executed this Second Amended as of the date first above written.

Owner, Unit A-1

Jane Harrison

Jane Harrison

STATE OF Tennessee)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **JANE HARRISON**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Franklin TN, this the 23 day of December, 2011.

Nolan J.M. Phillips

Notary Public

My Commission Expires: 4/23/14

NOLAN J M PHILLIPS
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

RACHEL HOPPES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires March 3, 2015

Owner, Unit A-3 Linda Dyer Doran

Linda Dyer Doran

Linda Dyer Doran

STATE OF TN)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **LINDA DYER DORAN**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, TN, this the 27th day of December, 2011.

Rachel Hoppes
Notary Public

My Commission Expires: 3.3.15

Owner, Unit A-4

Mary L. Greer

Mary L. Greer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **MARY L. GREER**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Davidson County, TN, this the 21st day of December, 2011.

Melanie D Reeves

Notary Public

My Commission Expires: 03/10/12

MELANIE D. REEVES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Owner, Unit B-1

Tracy E Doering

Tracey S. Doering

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **TRACEY S. DOERING**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 22nd day of December, 2011.

Rhonda W Swanson

Notary Public

My Commission Expires: Jan 7, 2013

RHONDA W. SWANSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Owner, Unit B-2

Ray K. Clark

STATE OF TN)
COUNTY OF Nashville)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named RAY K. CLARK, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville Tn, this the 21 day of December, 20 11.

Notary Public

My Commission Expires: 1-9-12

JAMES A. WAECHTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN.

Owner, Unit B-3

Edith B. Campbell

Edith B. Campbell

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **EDITH B. CAMPBELL**, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this the 21st day of December, 2011.

Stephen C Baker

Notary Public

My Commission Expires: July 6, 2015

STEPHEN C. BAKER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: JULY 6, 2015

Owner, Unit B-4

Catherine Wheeldon Couey

Patricia Estes by
Catherine Wheeldon Couey,
Attorney in Fact

STATE OF Tennessee)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **CATHERINE WHEELDON COUEY** to me known to be the person who executed the foregoing instrument as Attorney-in-Fact in behalf of **PATRICIA ESTES**, the bargainor, and acknowledged that he executed the same as the free act and deed of the said **PATRICIA ESTES** for the purposes therein contained.

Witness my hand and seal at office in December Nashville this the 21st day of December, 2011.

Notary Public

My Commission Expires: 3/3/2016

RAYMOND L. ARCENEAUX
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY