BILL GARRETT, Davidson County
Trans:T20120094795 DEEDMAST
Recvd: 12/11/12 15:36 11 pgs
Fees:57.00 Taxes:0.00
20121211-0114251

SECOND AMENDMENT TO MASTER DEED

This second amendment to the Master Deed is made this 11th day of December 2012 by Phillip Miller, Brian Thompson, and Joanna Thomson for themselves as the co-owners representing 100% of the existing "apartments" and real property in the horizontal property regime recorded in Master Deed 20020802-0093023.

1. PURPOSE. The purpose of this second amendment to the Master Deed is to make limited changes to the Master Deed that re-establish Clydelan Condominium, add bylaws of Clydelan Condominium, and to add terms that specifically address the owners use and responsibilities for the subject property.

2. AMENDMENTS TO MASTER DEED

A. The "BY-LAWS OF CLYDELAN CONDOMINIUM" attached as part of Exhibit A to the Master Deed are hereby modified by the attached "Amended Exhbit A and By-Laws of Clydelan Condominium" .

B. The following paragraphs from the Amendment to the Master Deed shall be further amended to read as follows:

> "16. HOMEOWNERS' ASSOCIATION. The homeowners' association for the property included in the original Master Deed (Clydelan Condominium) shall exist and operate pursuant to the bylaws provided in the Amended Exhibit A to the Master Deed filed in December 2012.

17. NO HOMEOWNER ASSOCIATION DUES. Any implication of a dues requirement for any homeowners' association for the property included in the original Master Deed (Clydelan Condominium) and any requirement for the owners of this property to pay "homeowner association dues" are hereby stricken and removed by this Amended Master Deed.

18. INDIVIDUAL MAINTENANCE OF PROPERTIES. The individual owners of the properties known as 118 Meadow Wood and 119 Clydelan shall be soley responsible for the maintenance, taxes, and insurance on their individual units and property."

3. TERMS OF MASTER DEED THAT REMAIN UNCHANGED. Unless specifically enumerated within paragraph 2 of this Amendment, all other terms of the Master Deed remain unchanged.

IN WITNESS WHEREOF, the parties. Owners of 100% of the interests in the two units in said condominium have executed this Amendment to the Master Deed at Nashville, Tennessee, Davidson County, Tennessee on the day and date first above written.

Phillip Miller,
Owner of 100% of interests in 118 Meadow Wood

Brian Thomson and
Owners of 100% of interests in 119 Clydelan

Joanna Thomson

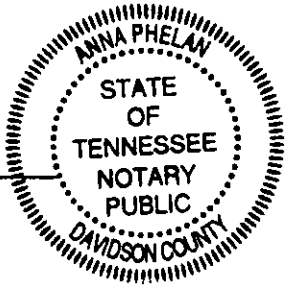
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the State and County aforesaid, the within named, PHILLIP MILLER, with whom I am personally acquainted and who after being duly sworn acknowledged that he is the owner of 100% of the property listed in the master deed as 118 Meadow Wood and that he has executed this Amendment to the Master Deed for the purposes therein contained.

Witness my hand and official seal this 11th day of DECEMBER, 2012.

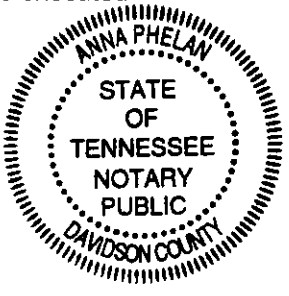
My Commission Expires:
My commission expires: **November 4, 2013**

NOTARY PUBLIC



STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, a Notary Public in and for the State and County aforesaid, the within named, BRIAN THOMSON AND JOANNA THOMSON, with whom I am personally acquainted and who after being duly sworn acknowledged that he is the owner of 100% of the property listed in the master deed as 119 CLYDELAN and that they have executed this Amendment to the Master Deed for the purposes therein contained.

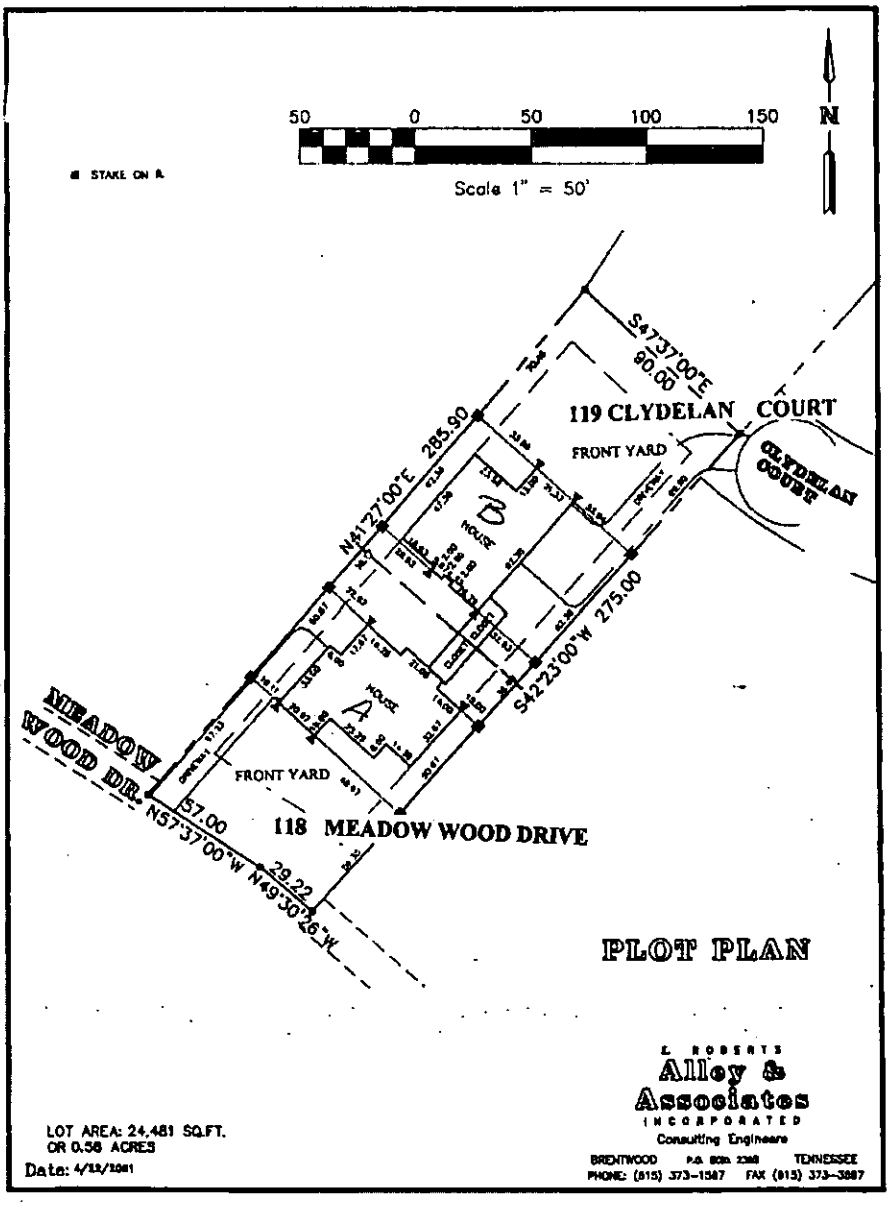


Witness my hand and official seal this 11th day of DECEMBER, 2012.

My Commission Expires:
My commission expires: **November 4, 2013**

NOTARY PUBLIC

EXHIBIT "A"



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Amended By-Laws
Of
Clydelan Condominium

(A horizontal property regime)

Nashville, Davidson County, Tennessee

ARTICLE 1

Form of Residential Unit Administration

Section 1. Residential Unit Ownership. The property located at 118 Meadow Wood Drive (Unit A) and 119 Clydelan Court (Unit B), Nashville, Tennessee 37205 has been previously submitted to the provisions of Chapter 27 of Title 66 of Tennessee Code Annotated by a Master Deed recorded in the Register's Office for Davidson County, Tennessee to which the original bylaws were appended to and recorded with and which was established thereby as:

Clydelan Condominium
(hereafter Condominium)

Section 2. Applicabililty of By-Laws. The provisions of these By-Laws are applicable to the property of the Condominium and to the use and occupancy thereof. The term "property" as used herein shall include the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, all of which are submitted to the provisions of said Chapter 27 of Title 66 of Tennessee Code Annotated.

Section 3. Application. These By-Laws and each change made in accordance herewith and pursuant to Tennessee Code Annotated Sections 66-27-111 and 66-27-112 are and shall be covenants running with each residential unit and binding on each successive co-owner, lessee or mortgagee of each residential unit in the Condominium. All present and future owners, mortgagees, lessees and occupants of said residential units and their employees and any other persons who may use the property in any manner are subject to these By-Laws, the Master Deed, and the Rules and Regulations. The acceptance from a co-owner or the act of occupancy of a residential unit shall constitute a covenant and an agreement by the grantee, conveyee, mortgagee, lessee, or occupant that these By-Laws, the Rules and Regulations and the provisions of the Master Deed and any amendments thereto, are accepted and will be complied with and further, that he will make the provisions herein knows to any subsequent purchaser, lessee, or mortgagee.

Section 4. No Dues/Maintenance/Homeowner Association Fees. There shall be no monthly or annual dues or fees owed by the owners of this condominium.

Section 5. Office/Officers. The office of the Condominium and of the Board of Managers shall be located at such location as the Board of Managers may from time to time designate.

ARTICLE II
BOARD OF MANAGERS

SECTION 1. Number and Qualifications. The affairs of the Condominium shall be governed by a Board of Managers composed of two persons both of whom shall be owners or spouses of owners of residential units; or, in the case of partnership owners, shall be members or employees of such partnership; or, in the case of corporate owners, shall be officers, stockholders or employees of such corporations.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the co-owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common elements in Accordance with the other provisions of these By-Laws.

(a-1) The granting of permits, licenses and easements over the Common Area as deemed necessary by the Board for utilities, roads and other purposes reasonably necessary for the proper maintenance or operation of the condominium project.

(b) Determination of the common expenses required for the affairs of the Condominium including, without limitation, the operation and maintenance of the property.

(c) Collection of the common charges from the co-owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendments of rules and regulations covering the details of the operation and use of the property.

(f) Opening of bank accounts on behalf of the condominium and designating the signatories required therefor.

(g) Obtaining insurance for the property, including the residential units, pursuant to the provisions of Article V, Section 5 hereof.

(h) Making of repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

SECTION 3. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Mangers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) days (excluding Saturdays, Sundays and bank holidays recognized in Nashville, Tennessee), prior to the day named for such meeting.

SECTION 4. Special Meetings. Special meetings of the Board of Managers may be called by any member on five (5) business days' notice to each member of said Board of Managers, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Said notice may be hand delivered.

SECTION 7. Appointment and Duties of Manager. A manager shall be appointed by acclamation by the two owners of the residential units and shall act for the officers as described in part IV of these bylaws. The manager may act only with the unanimous approval of the owners, and may be discharged at any time by written request of any owner. The Manager will serve without compensation. The initial appointment of the Manager is Phillip Miller.

ARTICLE III

CO-OWNERS

SECTION 1. Annual Meetings. The annual meetings of the co-owners shall be held during the first fifteen (15) days of March of each succeeding year. At such meetings, the members of the Board of Managers to be elected shall be elected in accordance with the requirements of Article II of these By-Laws. The co-owners may transact such other business at such meetings as may properly come before them.

SECTION 2. Place of Meetings. Meetings of the co-owners shall be held at the principal office of the condominium or at such other suitable place convenient to the co-owners as may be designated by the Board of Managers.

SECTION 3 SPECIAL MEETINGS. Any co-owner may call a special meeting of the co-owners upon two (2) business days written notice. The notice of any special meeting shall state the time and place of such meeting and the

purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless agreed to by all co-owners.

SECTION 4. A unanimous vote shall be required on all business transacted.

ARTICLE IV

OFFICERS

SECTION 1. Designation. The principal officers of the Condominium shall be the President and Secretary-Treasurer, both of whom shall be elected by the Board of Managers.

SECTION 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the first meeting of each fiscal year, and shall hold office at the pleasure of the Board of Managers.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Manages called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the co-owners and of the Board of Managers. He shall have all of the powers and perform those duties vested in him by the Board of Managers.

SECTION5. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Council of Co-owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall perform such other duties as the Board of Managers shall impose upon him and such functions as are generally performed by a Secretary of a business corporation. He shall also have the responsibility for Condominium funds and securities and shall be responsible for keeping in chronological order, full and accurate financial records and specifying the maintenance and repair expenses of the common elements and any other expenses incurred and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as

may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation and perform such other duties as the Board of Managers shall impose upon him, and such other functions as are generally performed by a Treasurer of a business organization.

SECTION 6 Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

ARTICLE V

OPERATION OF THE PROPERTY

SECTION 1. Restrictions on Use of Residential units. In order to provide for congenial occupancy of the property and for the protection of the values of the residential units, the use of the property shall be restricted to and shall be in accordance with the following provisions.

(a) Each of the residential units shall be used for single family residences only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the used and occupancy of residential units.

(c) No nuisances shall be allowed on the property nor shall any use of practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or property use of the property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the property, shall be compiled with, by and at the sole expense of the respective co-owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the property.

(e) No portion of an apartment (other than the entire apartment) may be rented, and no transient tenants may be accommodated therein.

(f) No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased co-owner or tenant of his or her spouse; provided, however, that such permitted sale shall be conducted for no longer than two consecutive days and between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 2. Additions, Alterations or Improvements by Co-owners.

Any additions, alterations or improvements in or to his apartment may be made by any co-owner without the prior written consent thereto of the Board of Managers and shall comply with applicable building and zoning codes. A lien for labor or materials shall attach to such co-owners interest in the Condominium and not to the Condominium as a whole.

SECTION 3. Insurance and Repairs. All insurance for and maintenance or repairs to any apartment shall be the sole responsibility of the owner of such apartment. If the individual owners' policies do not include sufficient liability coverage the Board of Managers shall be required to obtain and maintain, to the extent obtainable, public liability insurance, covering all parties involved in said Horizontal Property Regime.

SECTION 4. Utilities. Utilities serving the residential units shall be provided by separate meters to those residential units and paid by the owner of each apartment on an individual basis. Any utilities serving the common elements, shall be paid by the co-owners as a common charge and included in their common expenses as assessed by the Board of Managers.

ARTICLE VI

SALES, LEASE AND MORTGAGES OF UNITS

SECTION 1 No Severance of Ownership.

The interest, rights and privileges to which a co-owner is entitled by reason of the ownership of an apartment are herein designated Appurtenant Interests and include, but are not limited to: an undivided interest in the common elements of the horizontal property regime, the rights and privileges to use and enjoy the common elements, the right to attend and to vote at the meetings of co-owners and the interest of a co-owner in any other assets of the horizontal property regime. No co-owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his apartment without including therein the Appurtenant Interests, it being the intention thereof to prevent any severance of such combined ownership. Any interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any apartment may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all residential units.

ARTICLE VII

CONDEMNATION

SECTION1 Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the common elements, the Board of Managers shall represent the co-owners in any proceedings or negotiations, settlements, or agreements. The award made for such talking shall be payable to the Board of Managers and be distributed to unit owners in proportion to the effect of the taken on each owner's unit. If the Board of Managers cannot agree, the matter shall be resolved according to the Dispute Resolution provisions of Article IX hereof.

ARTICLE IX

DISPUTE RESOLUTION

SECTION 1 Whenever a dispute arises which cannot be resolved between the two unit owners, the owners agree that either of the following procedures will be used rather than bringing a legal action in the courts of the county in which the property is located:

A. The unit owners may agree on a mutually acceptable third party who may be an attorney licensed to practice and the decision of that third person shall be binding on the parties.

B. The matte shall be referred to an arbitration association such as the National Arbitration Association and the decision of such association shall be binding.

SECTION 2 The costs for such resolution shall be born equally by the unit owners.