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This Instrument prepared by:
Jennifer S. Dunlap, Attorney
7101 Executive Center Dr. #151
Brentwood, TN 37027

RESTRICTIONS	
12/21/2006	02:48 PM
BATCH 89062	
MTG TAX	0.00
TRN TAX	0.00
REC FEE	190.00
DP FEE	2.00
REG FEE	0.00
TOTAL	192.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

MASTER DEED AND BYLAWS

FOR

PARK RUN CONDOMINIUMS

THIS MASTER DEED AND BYLAWS FOR PARK RUN CONDOMINIUMS is made and entered into by The Jones Company of Tennessee, L.L.C., a Missouri limited liability company (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain unimproved real property located in Williamson County, Tennessee, and more particularly described on the Final Subdivision Plat of McKay's Mill P.U.D. Subdivision, Section 34 (Park Run Area) of record in Plat Book P46, page 49, Register's Office for Williamson County, Tennessee, a description of which is attached hereto as Exhibit A (the "Development Tract"); and,

WHEREAS, Declarant desires to develop the Development Tract as a residential community and to establish, develop and construct, or cause to be constructed, thereon a single-family residential condominium project; and,

WHEREAS, Declarant presently desires to submit the Development Tract (as hereinafter described, the "Parcel"), together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee in order to establish a horizontal property regime thereon and construct or cause to be constructed thereon, in phases, a single family, residential condominium project to be known as "Park Run Condominiums", consisting of certain attached and detached condominium units (as hereinafter described, the "Units") together with certain streets, driveways, walkways, amenities and other improvements, all as shown on the Plan (as hereinafter defined), which condominium project will initially contain a total of ninety-two (92) Units; and,

WHEREAS, Declarant presently contemplates that the Units comprising the condominium project to be known as "Park Run Condominiums" will consist of one floor plan and each having their own Limited Common Elements (as hereinafter defined) appurtenant to and serving such Units; and

WHEREAS, Declarant further desires to establish for its own benefit, and for the mutual benefit of all future owners or occupants of the Parcel, or any part thereof and any additions thereto, certain rights, easements and privileges in, over and upon the said premises, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Parcel, or any part thereof and any additions thereto, and the single family residential community to be developed thereon; and,

WHEREAS, the total number of Units to be situated on the Parcel and contained within the condominium project to be known as "Park Run Condominiums" at the time of the Initial recording of this Master Deed will be ninety-two (92) Units as shown and numbered on the Plan.

NOW, THEREFORE, for the purposes set forth above, Declarant hereby declares as follows:

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

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

- (b) "Association" means Park Run Homeowners' Association, Inc., a Tennessee not-for profit corporation.
- (c) "Board" means the Board of Directors of the Association.
- (d) "Builder" shall mean The Jones Company of Tennessee, L.L.C., which intends to take title to one or more of the Units shown on the Plan under agreement with the Declarant for the purpose of development and sale in the ordinary course of its business and shall include any successor person or entity so designated in writing by Declarant as "Builder" (which designation shall be effective upon its recording in the Register's Office for Williamson County, Tennessee) who takes title to one or more of the Units shown on the Plan or other portion of the Property under agreement with the Declarant for the purpose of development and sale in the ordinary course of business.
- (e) "Building" shall mean any building or buildings of one or more floors located on the Parcel and forming a part of the Property and containing four Units per building. When more than one Building is located on the Parcel, then the word Building shall be used in the plural context. The "Building" or "Buildings" are located or to be located as shown on the Plan.
- (f) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit B and made a part hereof, as the same may be amended from time to time. For the purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the Property, or other matters which the Act provides are to be dealt with by the Bylaws, shall be deemed to be part of the Bylaws.
- (g) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include the following, except as otherwise herein provided or stipulated:
 - (1) The Parcel;
 - (2) All foundations, party walls, bearing walls and columns, roofs;
 - (3) All yards and gardens, except as otherwise herein provided or stipulated;
 - (4) All compartments or installations of central services such as power, light, gas water, sewer, telephone, cable television, including master meters and the like;
 - (5) All mail boxes, landscaping and, in general, all improvements, devices or installations existing for the common use and benefit of the Unit Owners;
 - (6) All drives, access roads, parking areas and open spaces on the Parcel as shown on the Plat;
 - (7) All roads, driveways, walkways, sidewalks, trails, paths, entrances and exits for ingress and egress to and from, over and across, the Parcel and to and from the Units;
 - (8) All utility lines, pipes, ducts, wiring and conduits (except those located entirely within a Unit and serving only such Unit);
 - (9) Any common walls or fences;
 - (10) All other elements of any Building desirable or rationally of common use or necessary to its existence, upkeep or safety; and
 - (11) Generally, all land, devices, improvements, structures, installations or any other elements or part of the Property that are rationally for the common use and benefit of all Unit Owners or necessary to the existence, upkeep and safety of the horizontal property regime established by this Master Deed.
- (h) "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.
- (i) "Declarant" means The Jones Company of Tennessee, L.L.C., and its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein, which designation shall be effective upon its recording in the Register's Office of Williamson County, Tennessee. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements, privileges, duties and obligations under this Master Deed to the Builder or any

other person or entity in connection with the development of appropriate portions of the Parcel and the construction and sale of Units thereon, including but not limited to its development rights, duties and obligations, rights to Class B membership and the voting rights as a Class B member of the Association described in Paragraph 5(b) hereof, its rights, privileges, duties and obligations regarding assessments described in Paragraph 9(d) hereof, and the easements and rights described in Paragraph 17 hereof. Any such designation and/or assignment by Declarant may, by its terms, (i) be for specific designated purposes, (ii) be limited in application to specified portions of the Property, or (iii) be for all purposes, and may be subject to such limitations and such reservations as Declarant may provide in such designation and/or assignment. In the event of a partial assignment by Declarant of its rights, powers, easements, privileges, duties and obligations hereunder, the assignee shall not be deemed the Declarant, but may and shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any assignment by Declarant of its rights, powers, easement, privileges, duties and obligations hereunder may be made on a non-exclusive basis.

- (j) "Development Period" means the period of time commencing on the date of the recording of this Master Deed and ending on the day that is the earlier to occur of (i) the day that is one hundred twenty (120) days after the date on which at least seventy-five percent (75%) of the total number of Units contained or to be contained with the horizontal property regime established hereby have been conveyed to the initial purchaser thereof, or (ii) the day that is seven (7) years after the first conveyance of a Unit to the initial purchaser thereof by Builder, or (iii) any date prior to the dates specified in clauses (i) and (ii) of this sentence on which Declarant, in its sole discretion, elects to terminate the Development Period by calling the First Annual Meeting (as defined by the Bylaws). For the purposes of determining the commencement of the Development Period under this subparagraph (j) the term "initial purchaser" shall not be deemed to include a Builder who acquires title to one or more Units from the Declarant for the purposes of development and sale.
- (k) "Delinquency Interest Rate" shall mean an annual interest rate from time to time established by the Board, provided however, that in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest from time to time allowed to be charged under applicable law.
- (l) "Eligible Mortgage Holder" means a First Mortgagee of a Unit who has submitted a written request to the Association for notice from the Association of certain matters or proposed actions requiring the consent or approval of, or that notice be given to, a specified percentage of Eligible Mortgage Holders as set forth in this Master Deed and the Bylaws. which request shall include the name and address of the Eligible Mortgage Holder, notification that it holds or has insured or guaranteed, as the case may be, a first mortgage or deed of trust on a Unit, and the number or address of the Unit in question. "First Mortgagee" means any bank, trust company, savings bank, savings and loan association, mortgage service company, credit union, real estate investment trust, pension fund or other institutional lender or investor that is the record owner and holder of a first mortgage or deed of trust on a Unit and any insurer or governmental guarantor of such first mortgage or deed of trust. When more than one person or entity holds an interest as a First Mortgagee in anyone Unit, whenever the consent or approval of a specified percentage or number of First Mortgagees or Eligible Mortgage Holders is hereinafter required the vote with respect to such Unit shall be as they determine, but in no event shall there be more than one vote with respect to such Unit. any consent or approval of a specified percentage of Eligible Mortgage Holders or First Mortgagees required hereunder being based upon one vote for each Unit upon which a first mortgage or deed of trust is owned.
- (m) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Unit, or one or more Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved exclusively to the lawful Unit Owners or Occupants of such Unit or Units either in this Master Deed, on the Plan, or by the Board.

Without limiting the generality of the foregoing, the Limited Common Elements for each Unit ("the Limited Common Elements") shall include all of the Common Elements located and situated within each Unit, specifically including the separate condensing Units, HVAC equipment, utility meter, and water heater located within or adjacent to the Unit and servicing only such Unit and pipes, ducts, wiring and conduit located within the Unit and servicing only such Unit.

- (n) "Occupant" means a person or persons in possession of a Unit.
- (o) "Person" or "Persons" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (p) "Plan" means the plan or survey of the Parcel presently submitted to the Master Deed and the provisions of the Act which is attached hereto as Exhibit C and made a part hereof, and which show the number and location of each Unit, as applicable, together with such other plans or surveys as may be submitted to this Master Deed and the provisions of the Act. Each Plan shall provide information as to the number, location, area and any other data necessary for identification of each Unit. No dedication to the public is intended by the recording of any Plan with this Master Deed.
- (q) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including all Units contained therein and all easements, rights and appurtenances belonging to the Units, and also including all improvements, structures, fixtures, furnishings and equipment intended for the mutual use, benefit or enjoyment of Unit Owners, submitted to the provisions of this Master Deed and the provisions of the Act.
- (r) To "record" or "recording" means the recording of an instrument in the Register's Office for Williamson County, Tennessee.
- (s) "Rules and Regulations" means the rules and regulations of the Association concerning the use of the Units and the Common Elements, as adopted from time to time by the Board in accordance with the Master Deed and Bylaws.
- (t) "Units". Each Unit is numbered as shown on the Plan and the legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Plan. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its identifying number as shown on the Plan 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, plan, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts of parcels different from the whole Unit as shown on the Plan. The initial number of Units created and established by this Master Deed shall be ninety-two (92), as numbered and located on the Plan. The total number of Units contained within the horizontal property regime established hereby may be decreased as a result of the exercise by Declarant of its right to amend this Master Deed; provided, however, that nothing contained herein shall be deemed to obligate the Declarant to so decrease the total number of Units, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.
- (u) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided 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 specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit. Unless specifically provided otherwise herein, Builder shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

2. Submission of Property to the Act: Declarant/Builder Responsibilities.

(a) Declarant, as the legal title holder in fee simple of the Parcel, does hereby submit and subject the Property to the provisions of the Act and this Master Deed, and does hereby establish a horizontal property regime to be known as PARK RUN CONDOMINIUMS and hereby declares that the Property shall be held, sold and enjoyed subject to the easements, restrictions, covenants, and conditions of this Master Deed, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding upon and inure to the benefit of all parties now or hereafter having any right, title or interest in the Property or any part thereof.

(b) Declarant shall have and hereby reserves all development rights with respect to all of the Property, including without limitation the right to construct and complete, or cause to be constructed and completed, the Property and the right to create Units and Common Elements, including Limited Common Elements, on the Property, subject to the provisions of the Act. Declarant presently contemplates that the development and construction of the Units described herein, together with the installation and construction of the driveways, walkways, patio areas and fencing appurtenant to the Units, utility service extension from utility mains to the Units, sidewalks other than the perimeter sidewalks, and the landscaping for the Units and certain common landscaping will be the responsibility of the Builder. The installation and construction of all common infrastructure, including roads, paving, curbing, drainage, water, sewer, telephone, gas, cable and underground electrical utility services, street lighting, perimeter sidewalks, irrigation, master meters, signage and common landscaping not performed by Builder will be the responsibility of the Declarant. As previously noted in Paragraph 1(f), above, Declarant may and shall have the right to assign all or a portion of its rights, powers, easements, privileges, duties and obligations under this Master Deed to Builder in connection with the development of the Parcel and the construction and sale of the Units described herein, including within limitation its development rights, rights to Class B membership and the voting rights as a Class B member of the Association described in Paragraph 5(b) hereof, its rights, privileges, duties and obligations regarding assessments described in Paragraph 9(d) hereof, and the easements and rights described in Paragraph 17 hereof. Each grantee of a Unit, by the acceptance of a deed of conveyance to a Unit, recognizes this contemplated division of responsibilities between Declarant and Builder and the respective rights, powers, easement, privileges, duties and obligation of Declarant and Builder with respect thereto, including without limitation those assigned by Declarant to Builder in accordance with the terms of this Master Deed, and accepts said conveyance subject to the same.

3. Plan. The Plan and other information set forth on Exhibit C attached hereto, which is incorporated herein by this reference thereto, sets forth the numbers, areas and location of each Unit and other data necessary for their identification.

4. Units. Each Unit is separately designated, numbered and located as shown on the Plan and the legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Plan. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its identifying number as shown on the Plan 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, plan, 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 Plan. The initial number of Units created and established by this Master Deed shall be ninety-two (92), as numbered and located on the Plan.

5. Association of Unit Owners and Administration and Operation of the Property.

(a) Homeowners' Association. There has been or will be formed an Association having the name "PARK RUN HOMEOWNERS' ASSOCIATION", a Tennessee not-for-profit corporation, which Association shall be the governing body for all Unit Owners, and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property, as provided in the Act this Master Deed and the Bylaws. The Bylaws for the Association shall be the Bylaws attached to this Master Deed as Exhibit B and made a part hereof, as the same may be from time to time amended. The Board of Directors of the Association shall be elected and serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of

any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners, in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit. A Unit Owner's membership in the Association shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association.

(b) Voting Rights. During the Development Period, the Association shall all have two (2) classes of voting membership:

- (i) Class A. The Class A members for the Association shall be all Unit Owners, with the exception, during the Development Period, of (A) the Declarant, (B) any successor Declarant, and (C) any assignee of the Declarant to whom Declarant has assigned rights to Class B membership as provided in Paragraph 1 (i), above. Each Class A member of the Association shall be entitled to one (1) vote for each Unit owned.
- (ii) Class B. The Class B members for the Association shall be (A) the Declarant, (B) any successor Declarant, and (C) any assignee of the Declarant to whom Declarant has assigned rights to Class B membership as provided in Paragraph 1 (i), above, each of whom shall be entitled to four votes for each Unit shown and numbered on the Plan owned by Declarant, or such successor Declarant, or assignee of Declarant.
- (iii) Upon the expiration or termination of the Development Period, said Class B membership shall be converted to Class A membership and thereafter the Association have one class of voting membership, with each Unit Owner, including the Declarant, any successor Declarant, or assignee of the Declarant to whom the Declarant has assigned rights to Class B membership, being entitled to one (1) vote for each Unit owned.
- (iv) When more than one person holds an ownership interest in anyone (1) Unit, all such persons shall be members of the Association for the type of Unit in question and the vote for such Unit shall be as they determine, but in no event shall more than the votes set forth above be cast with respect to such Unit.

(c) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof, to the extent deemed advisable by the Board, and to manage the affairs of the Association, subject to the provisions of subparagraph 5(d) below; provided that any such management agreement must be for a fixed term and must contain termination provisions permitting termination without payment of any penalty or an advance notice of more than ninety (90) days, the cost of such services shall be a common expense, as defined in Paragraph 9, below. The Board shall require that such Managing Agent have fidelity insurance coverage on its employees handling Association funds in at least the same amounts as required of the Association under Paragraph 12(f), below.

(d) Initial Management Contract. Prior to the appointment of the First Board as provided in the Bylaws, the Declarant, on behalf of the Association, may employ a management corporation to act as Managing Agent for the Property; provided, however, that such contract may be terminated, without penalty, at will, upon not more than ninety (90) days' notice, and for cause at any time upon not more than thirty (30) days' notice, to such Managing Agent which termination rights may be exercisable by the Association at any time, and shall not be of a duration in excess of one (1) year. Such Managing Agent shall be required to have fidelity insurance coverage on its officers, agents and employees handling Association funds in at least the same amounts as required of the Association under Paragraph 12(f), below.

(e) Non-Liability of Directors, Board, Officers and Declarant. To the extent permitted by law, neither the directors, the Board, or officers of the Association, nor the Declarant, shall be personally liable to Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners shall indemnify and hold harmless each of the directors, the

Board, the officers, or the Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of Article VIII of the Bylaws.

6. Ownership of the Common Elements. Each Unit is hereby allocated an undivided percentage interest in the Common Elements, which percentage shall be the result of a fraction, the numerator of which shall be equal to the number one and the denominator of which is the total number of Units shown on the Plan. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with the percentage of interest allocated to each Unit. The assigned percentages of ownership interest shall remain constant unless hereafter changed in case of the expansion of the horizontal property regime established hereby as provided in Paragraph 32, below, or by a recorded amendment to this Master Deed consented to in writing by Unit Owners in accordance with Paragraph 20 hereof, or as otherwise provided in this Master Deed. The ownership of a Unit shall not be conveyed separate from the undivided interest in the Common Elements appurtenant to such Unit. The undivided 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. The Common Elements shall remain undivided and shall not be the subject of an action for partition. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

7. Use of the Common Elements; Exclusive Use of Limited Common Elements.

(a) General Common Elements. Each and every Unit Owner shall have the right and easement to use the Common Elements (except for the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, and 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.

(b) Parking. Parking spaces within the Parcel that are not part of the Limited Common Elements contiguous to and serving exclusively a Unit shall be part of the Common Elements and shall be used by the Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe.

(c) Limited Common Elements. Each Unit Owner shall have the sole and exclusive right and easement to the use, benefit, occupancy and enjoyment of the Limited Common Elements serving his Unit alone.

(d) Delegation of Rights. Such rights to use the Common Elements and the Limited Common Elements shall extend not only to each Unit Owner, but also to his family members, tenants, invitees and licensees.

(e) Limitation on Use. Such rights to use the Common Elements and the Limited Common Elements provided for herein shall be subject to and governed by the provisions of the Act, this Master Deed, the Bylaws and the Rules and Regulations from time to time adopted and approved by the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Master Deed and Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions and regulations as the Board may adopt or prescribe. No portion of the Common Elements shall be used for any industrial, commercial, business, residential or dwelling purpose.

8. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, the use, right to use or maintenance of any Limited Common Elements, or any other questions of interpretation or application of the provisions of this Master Deed or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

9. Assessment by the Association for Common Expenses; Use of Assessments; Declarant and Builder Responsibility; Lien of Assessments; Reserve Fund; Working Capital Fund.

(a) Assessments. Each Unit Owner, by acceptance of a deed therefor, is deemed to covenant and shall pay his proportionate share of the expense of the administration and operation of the

Common Elements, including any Limited Common Elements, and of any other expenses of the Association incurred in conformance with this Master Deed and Bylaws (which expenses are herein sometimes referred to as "common expenses") including, but not limited to, the maintenance and repair of the Common Elements, any Limited Common Elements, and any and all replacements and additions thereto.

(b) Use of Assessments. The Association shall be responsible for, and the assessments levied by the Association shall be used:

- (i) To promote the recreation, health, safety and welfare of the Unit Owners;
- (ii) To provide for the maintenance, repair and replacement of, and additions to the Common Elements including but not limited to drainage facilities, walkways, and sidewalks; the landscaping and lawn maintenance (including mowing), and the maintenance, repair and replacement of any roads and right-of-ways serving the Property in the form of street lighting, sidewalk maintenance, paving, curbing, striping, signage or other roadbed maintenance for such area;
- (iii) To pay the fees of any management agent the Association may employ to manage the affairs of the Association; and,
- (iv) To pay such other reasonable and necessary expenses of the Association required or reasonably related to the carrying out of the rights, duties and responsibilities of the Association as provided by the Master Deed, the Bylaws or the Act.

(c) Commencement and Share of Assessments. Except as to Units owned by the Declarant or Builder, commencing with the date of ownership of his Unit each Unit Owner shall be responsible for paying his share of the common expenses of the Association in the same proportion as his percentage of ownership in the Common Elements (except with respect to the Limited Common Element as hereinafter provided), Assessments for the payment of common expenses of the Association shall be in such amounts and shall be payable at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses of the Association by waiver or nonuse of enjoyment of the Common Elements or by abandonment of his Unit. Units owned by the Declarant are not subject to such Assessments.

(d) Declarant and Builder Responsibility; Commencement and Payment of Assessments by Declarant and Builder. Except for its responsibilities as a Unit Owner as provided herein, Declarant and Builder shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements or Limited Common Elements after the date this Master Deed is recorded which is the responsibility of the Association; provided, however, in the event Declarant or Builder expends any of its own funds for the repair, replacement or maintenance of any of the Common Elements or Limited Common Elements which is the responsibility of the Association, Declarant or Builder shall be entitled to a credit for such sums against any common expenses Declarant or Builder, respectively, as the case may be might be required to pay either then or in the future by virtue of being a Unit Owner. Anything herein to the contrary notwithstanding, unless and until the Declarant or Builder elects to pay assessments for each Unit owned by Declarant or Builder in the same amount and manner as other Unit Owners in a writing submitted to the Association, the Declarant or Builder shall not be required to pay any monthly or other assessments for common expenses, and the assessments provided for herein shall not commence, in respect of Units owned by the Declarant or Builder until the improvements to the Unit are complete and the Unit is ready for occupancy; provided, however, that subsequent to the date of recording of this Master Deed but prior to the expiration or termination of the Development Period, Declarant and Builder shall from time to time fund any deficit in the operations of the Association after application of available funds from assessments for common expenses in respect of Units previously sold. Anything herein to the contrary notwithstanding, after the expiration or termination of the Development Period, and prior to such time as the Declarant or Builder so elects to do otherwise, the liability of Declarant and Builder for payment of assessments for common expenses in respect of Units owned by Declarant or Builder, as the case may be, shall not exceed an aggregate amount equal to the lesser of (i) the amount of the assessments for such Units as such assessments accrue and become payable, which shall commence, with respect to each such Unit owned by Declarant or Builder, as the case may be, when the improvements to such Unit are complete and such Unit

is ready for occupancy, or (ii) the amount necessary from time to time to fund any deficit in the operations of the Association after application of available funds from assessments for common expenses in respect of Units previously sold. Provided, however, that both during and after the expiration or termination of the Development Period neither Declarant nor Builder will be obligated to pay any operating fund deficiencies that are due to non-payment of assessments by Unit Owners other than the Declarant or Builder and nothing contained in this paragraph shall be deemed to relieve or release any Unit Owner from the obligation of that Unit Owner to pay that Unit Owner's share of the assessments for common expenses. The obligation of the Declarant and Builder to fund any deficit provided for herein may be satisfied in the form of a cash substitute or by "in kind" contribution of materials and substances or a combination of services or materials with Declarant, Builder or other entities for the payment of some portion of the deficit. All "in kind" contributions of services and materials shall be valued at the reasonable market value of such service or materials. The obligation of the Declarant and Builder to fund any deficit provided for herein shall be a charge against and a lien upon Units owned by the Declarant and Builder and shall be enforceable in the same manner as the lien for annual assessments provided for herein. Upon the election of the Declarant or Builder be a charge against and a lien upon Units owned by the Declarant and Builder and shall be enforceable in the same manner as the lien for annual assessments provided for herein. Upon the election of the Declarant or Builder to pay assessments for each Unit owned by the Declarant or Builder in the same amount and manner as the other Unit Owners, the obligation of the Declarant or Builder, as the case may be, to fund any deficit in the operations of the Association thereafter accruing shall terminate and be of no further force and effect.

(e) Lien of Assessments. If any Unit Owner shall fail to make payment when due of assessments for common expenses of the Association as provided for herein, the amount thereof, together with any reasonable late charge established by the Board, and together with interest at the Delinquency Interest Rate from and after said assessments become due and payable, together with reasonable attorney's fees and costs incurred by the Association in question in the collection thereof or the enforcement of the lien herein provided, shall constitute a continuing lien on the interest of such Unit Owner in the Unit and its percentage interest in the Common Elements against which the assessment is made, as provided in the Act. Each Unit Owner shall be personally liable for his portion of each assessment made while he is the owner of a Unit. The Association in question may file a statement of lien with respect to the Unit and may bring an action at law against the Unit Owner personally obligated to pay the same or foreclose the lien against the Unit, and there shall be added to the amount of such assessment the costs, including reasonable attorneys fees, of bringing such action or foreclosure. Except as otherwise provided Paragraph 10 below, the lien for non-payment of common expenses shall not be affected by any sale or transfer of the Unit and any sale or transfer of a Unit shall be subject to any such lien, and if the same is not paid by the Unit Owner thereof prior to any sale or transfer shall remain a lien against the Unit and shall be paid by the new Unit Owner there.

(f) Reserve Fund; Working Capital Fund. An adequate reserve fund for the maintenance, repair and replacement of items to be maintained, repaired or replaced by the Association pursuant to this Master Deed and the Bylaws shall be established and maintained by the Association, which fund shall be maintained out of the regular monthly assessments for common expenses. Additionally, a working capital fund shall be established for the initial months of the Property's operation equal to at least two (2) month's monthly assessments (or estimated monthly assessments, if not yet established) for each Unit. In order to assist the funding and establishment of these funds, an amount equal to at least three (3) month's monthly assessments for the Association to be held in said working capital and reserve funds shall be collected at the closing of a Unit to the initial purchaser.

(g) Default Assessments. All monetary fines, penalties, interest or other charges or fees levied against a Unit Owner pursuant to this Master Deed or the Bylaws, or any expense of the Association is the obligation of a Unit Owner or which is incurred by the Association on behalf of the Unit Owner pursuant to this Master Deed or the Bylaws, and any expense (including without limitation attorneys' fees) incurred by the Association as a result of the failure of a Unit Owner to abide by the Master Deed, the Bylaws or the Rules and Regulations, constitutes an assessment which shall be the personal obligation of the Unit and a charge against and lien upon his Unit, enforceable as provided in this Master Deed and the Bylaws.

10. Mortgages; Mortgage and Deed of Trust Protection. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or

created, from the date hereof, any mortgage deed of trust or other lien on or affecting the Property or any part thereof, except to the extent of his own Unit and its respective percentage interest in the Common Elements.

The lien for assessments payable by a Unit Owner which become due and payable on or after the date of recordation of a first mortgage or deed of trust on the Unit of such Unit Owner and its corresponding percentage in the Common Elements shall be subordinate to the lien of such recorded first mortgage or deed of trust 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 first mortgage or deed of trust. Any sale or transfer of the Unit pursuant to a foreclosure sale of such first mortgage or deed of trust shall not relieve the purchaser or transferee of such Unit at such foreclosure sale from liability for, nor the Unit so sold or transferred from, the lien of any assessments for common expenses thereafter becoming due. This paragraph shall not be amended, changed or modified or rescinded without the prior written consent of all recorded first mortgagees of Units or the beneficiaries thereunder of record.

Any delinquent common expense assessments that are extinguished by virtue of the foreclosure of, or other exercise of remedies under, any such first mortgage or deed of trust may be allocated by the Board and assessed equally to all of the Units governed by the Association.

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

Utility services for Units shall be separately metered, and all utility charges for Units shall be assessed to and shall constitute the sole responsibility of the respective Unit Owners thereof.

12. Association Insurance, Damage or Destruction, Reconstruction; Other Insurance.

(a) Casualty Insurance for Common Elements. The Board shall have the authority to and shall obtain insurance for the Common Elements (exclusive of certain aspects of the Limited Common Elements, Buildings and Units as hereinafter provided in Section 12(b), against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners, in direct ratio to said Unit Owners respective percentage of ownership interest in the Common Elements, as set forth in the Master Deed, and for the holders of mortgages on each Unit, if any, and shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall provide that it may not be canceled or substantially modified without at least thirty (30) days written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense payable in accordance with paragraph 9 above; provided, however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements.

Except as otherwise provided in this Paragraph 12, in the event of damage to or destruction of any Common Elements as a result of fire or other casualty covered by insurance proceeds, the Board shall, in its sole and absolute discretion, determine and, without intervention of any Unit Owner, arrange for the prompt repair, restoration and reconstruction of the damaged portion of such Common

Elements substantially in accordance with the original plans and specifications therefore. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction, in a fair proportion deemed by the Board in its absolute discretion. In its absolute discretion, the Board shall determine which Unit Owners are "directly affected" by the damage or destruction, as long as its determination bears a reasonable relation to actual events. The Board shall not be responsible for the repair, replacement or restoration of any improvements, betterments, wall, ceiling or floor decorations or covering, furniture, furnishings, fixtures, appliances or equipment installed in a Unit by Unit Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board.

(b) Casualty Insurance for Limited Common Elements, Buildings and Units. The Board shall have the authority to and shall obtain insurance for the Limited Common Elements, the Buildings and Units (exclusive of the additions within or improvements to the Units or Limited Common Elements by Unit Owners and decoration of the Units, including but not limited to carpet, wallpaper, paint, cabinets, flooring, plumbing fixtures and lighting fixtures) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Limited Common Elements, the Buildings and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Such right shall be without prejudice to the right of each Unit Owner to insure his Unit on his own account or for his own benefit. Insurable replacement cost shall be deemed the cost of restoring the Limited Common Elements, the Buildings, the Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners, in direct ratio to said Unit Owner's respective Limited Common Element Percentage, as set forth in this Master Deed, and for the holders of mortgages on each Unit, if any, and shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall provide that it may not be canceled or substantially modified without at least thirty (30) days written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense of the Association. If required by the insurance company, an amount equal to one (1) year's premium for such insurance may be collected at the closing of the purchase of a Unit by a Unit Owner.

Except as otherwise provided in this Paragraph 12, in the event of damage to or destruction of any Units, Buildings or the Limited Common Elements as a result of fire or other casualty covered by insurance proceeds, the Board shall, in its sole and absolute discretion, determine and, without intervention of any Unit Owner, arrange for the prompt repair, restoration and reconstruction of the damaged portion of such Units, Buildings and Limited Common Elements. In the event of the total destruction of a Unit or Units, the Board shall promptly cause debris to be cleared and leave the same in a neat and orderly condition until such time as repair, restoration or reconstruction commences. Any repair, restoration or reconstruction shall be accomplished so as to restore the structure to a first class condition in conformance with the plans and specifications of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the architectural control committee provided for in Paragraph 15, below. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction, in a fair proportion deemed by the Board in its absolute discretion. In its absolute discretion, the Board shall determine which Unit Owners are "directly affected" by the damage or destruction, as long as its determination bears a reasonable relation to actual events. The Board shall not be responsible for the repair, replacement or restoration of any improvements, betterments, wall, ceiling or floor decorations or covering, furniture, furnishings, fixtures, appliances or equipment installed in a Unit by Unit Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of any single Building is destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners directly affected by the casualty, the net proceeds of insurance policies shall be divided among all the Unit Owners and the mortgagees of the Units directly affected by the casualty in proportion to their respective interests as determined in the sole discretion of the Board, after paying from the share of each affected Unit Owner or

mortgagee, as their interests may appear, (i) the costs of removing debris and returning the site to a condition compatible with the overall appearance of the Property, including without limitation landscaping, and (ii) the just amount of any unpaid liens on any Unit, in the order of priority of such liens. Provided, however, that no such disbursement of the aforesaid insurance proceeds to any Unit Owner or mortgagee shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit or affected portion thereof to the Board (as trustee for the remaining Unit Owners) and also delivers to the Board a recordable release of any liens on his Unit or affected portion thereof. Upon recording of the aforesaid deeds and releases, each such Unit or affected portion thereof shall be deemed thereafter to be Common Elements. Upon the withdrawal of any Unit or portion thereof shall be deemed thereafter to be Common Elements. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated upon the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest in the Common Elements appurtenant to that Unit shall be reduced accordingly, as determined by the Board in its sole discretion. After the Board has affected any such withdrawal, the responsibility for the payment of future assessments for any such withdrawn Unit or portion thereof shall cease.

After the expiration or earlier termination of the Development Period, reconstruction shall also not be compulsory where the whole or more than two thirds (2/3) of all of the Units and the Buildings comprising the horizontal property regime created hereby are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the net proceeds of insurance policies shall be divided among the Unit Owners and the mortgagees of the Units directly affected by the casualty in proportion to their respective interests as determined in the sole discretion of the Board, after paying from the share of each affected Unit Owner or mortgagee, as their interests may appear, the just amount of any unpaid liens on any Unit, in the order of priority of such liens; and the Board, as soon as is reasonably practicable and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Master Deed, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale shall thereupon be distributed to the Unit Owners or their mortgagees, as their interests may appear, in proportion to their respective interests as determined in the sole discretion of the Board. Provided, however, that no such disbursement of proceeds to any Unit Owner or mortgagee hereunder shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit or affected portion thereof to the Board, as trustee for accomplishing the sale, and also delivers to the Board a recordable release of any liens on his unit or affected portion thereof. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the damage or destruction occurs, and the destroyed units and Buildings have not otherwise been reconstructed, then the Managing Agent or the Board shall, or if either does not, any Unit Owner or mortgagee may, record a sworn declaration setting forth such facts and reciting that under the provisions of this Master Deed the prohibition against judicial partition of the Property provided for in this Master Deed has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Master Deed shall terminate.

(c) Notice to Lenders. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements or the Limited Common Elements, all Institutional Lenders will be entitled to timely written notice of any such damage or destruction which the Board shall use reasonable efforts to provide.

(d) Other Insurance. The Board shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, which shall be at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and workmen's compensation insurance and other liability insurance in such amount as it deems desirable, insuring the Association, its members, officers, directors and employees, and the Managing Agent, if any, from liability in connection with the Common Elements, including the Limited Common Elements, and the rights, duties and responsibilities of the Association under this Master Deed, the Bylaws or the Act. The policy shall provide that it may not be canceled or substantially modified without at least thirty (30) days' written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws. The premiums for such insurance shall be a common expense, payable in accordance with paragraph 9, above; provided, however, at the option of the Board, and upon written notice to all Unit

Owners, premiums for such insurance shall be separately billed to each Unit Owner with each Unit Owner to bear a proportion thereof based upon his percentage of ownership in the Common Elements or his Limited Common Element Percentage, as applicable. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board shall also obtain fidelity coverage covering officers, directors and employees who handle or are responsible for handling Association funds. Such coverage shall be in such amounts as the Board in its best business judgment may determine, but in no event less than the greater of (i) three (3) months' aggregate assessments on all Units, plus reserve funds, or (ii) the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Managing Agent, as the case may be, at any given time during the term of each bond, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation. The fidelity coverage policy shall provide that it may not be canceled or substantially modified without at least thirty (30) days' written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws.

The Board shall also obtain such other insurance as it deems reasonably desirable or necessary, in such amounts, from such sources and in such forms as it deems desirable, insuring the Common Elements, each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The Board may (but shall not be required to) require of those performing any maintenance, repair or other work on the Property for which the Association is responsible such liability or other insurance, including workmen's compensation, as it deems reasonably desirable or necessary or desirable given the nature, circumstances and amount of the work being performed. The premiums for such insurance and bonds shall be a common expense.

All insurance obtained by the Board shall provide that there may be named as an insured, on behalf of the Association, the Association's authorized representative who shall have exclusive right to negotiate settlements and to perform such other functions as necessary to accomplish this purpose. The Association, or its authorized representative, shall act as attorney-in-fact for each Unit Owner under each policy obtained by the Board for all purposes and to the extent permitted by law.

(e) Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to provide the coverage required by the provisions of this Master Deed or as may be otherwise deemed reasonably desirable or necessary by the Board.

13. Unit Owner Insurance. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN INSURANCE FOR LOSS OR DAMAGE BY FIRE, VANDALISM, MALICIOUS MISCHIEF, CASUALTY OR OTHER HAZARDS AND ON THE CONTENTS OF HIS UNIT AND THE DECORATIONS THERETO, INCLUDING WITHOUT LIMITATION CARPETS, WALLPAPER, PAINT, CABINETS, FLOORING, PLUMBING FIXTURES AND LIGHTING FIXTURES, AS WELL AS THE LIMITED COMMON ELEMENTS SERVING UNIT AND ANY ADDITIONS WITHIN OR IMPROVEMENTS TO HIS UNIT MADE BY THE UNIT OWNER, AND FOR FURNITURE, FURNISHINGS AND PERSONAL PROPERTY THEREIN, AND ANY PERSONAL PROPERTY OF THE UNIT OWNER STORED ELSEWHERE ON THE PROPERTY. IN ADDITION, EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN INSURANCE INSURING SAID UNIT OWNER PERSONALLY FROM LIABILITY IN CONNECTION WITH THE OWNERSHIP, POSSESSION, USE AND OCCUPANCY OF HIS UNIT AND THE LIMITED COMMON ELEMENTS ATTRIBUTABLE TO HIS UNIT. SUCH INSURANCE SHALL NOT BE THE RESPONSIBILITY OF THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT SUCH INSURANCE IS AND SHALL BE THE SOLE RESPONSIBILITY OF SAID UNIT OWNER.

14. Maintenance, Repairs and Replacements.

(a) Units. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit. All maintenance of, repairs to and replacements

of all of the Limited Common Elements attributable to each Unit including, without limitation, the driveway and walkway for each Unit, shall be the responsibility of and shall be furnished by the Association; routine maintenance, repairs and replacement of the plumbing fixtures and systems, windows, storm windows, doors, storm doors, electrical wiring and receptacles and lighting fixtures within and without any Unit within and without any Unit or the Limited Common Elements which are not in common and serve exclusively a single Unit will be the responsibility of that Unit Owner. No repairs shall be made or permitted to any plumbing or electrical wiring within a Unit except by plumbers and electricians authorized to do such work by the Association. Termite Protection for each Unit will be obtained and maintained by the Association. Any other insect or pest protection program desired by any Unit Owner will be the responsibility of that Unit Owner. The cost of reasonable repair and maintenance by the Association of any privacy fence built and placed by the Builder, or by adjoining Unit Owners, on a dividing line between Limited Common Elements shall be shared by the Unit Owners serviced by such privacy fence.

(b) Liens; Failure of Unit Owner to Maintain. Upon request by the Board, each Unit Owner shall procure and deliver to the Board such lien waivers and contractor's and subcontractors sworn statements as may be required to protect the property from all mechanics' or materialmen's lien claims that may arise therefrom. If any Unit Owner fails to maintain, repair or replace any items required herein to be maintained, repaired or replaced by said Unit Owner, then the Association shall have the right, but not the duty, at its option, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the assessment to which such Unit shall be subject under this Master Deed and the Bylaws.

(c) Common Elements; Limited Common Elements. Except to the extent otherwise provided hereinafter, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, and the cost thereof shall be part of the general common expenses, to be assessed to and paid by all Unit Owners in the manner provided therefor in Paragraph 9(c), above. At the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby. Further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacements within the Limited Common Elements to arrange for such maintenance, repairs within the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractors' sworn statements as may be required to protect the Property from all mechanics' and materialmen's lien claims that may arise therefrom; provided, however, that 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 another Unit, it shall be the responsibility of the Association to provide such maintenance, repair or replacement, but the cost of such maintenance, repair or replacement may be assessed to the Unit Owners benefited thereby, as hereinabove provided, and added to and become a part of the assessments to which such benefited Units shall be subject to under the Master Deed and Bylaws.

(d) Landscape Maintenance. Except for those areas along Turning Wheel Lane, which are the responsibility of the Master Association, the expense of cutting, mowing, seeding, repair, replacement and general maintenance of all of the lawn areas, shrubbery and other landscaping located within the Property and the lawn area within the boundaries of each Maintenance Area, shall be the responsibility of and shall be furnished by the Association. The cost thereof shall be a part of the general common expenses of the Association which shall be added to and become a part of the assessments to which each Unit shall be subject under this Master Deed and Bylaws.

(e) Unit Owner Responsibility for Damage. If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements, the Limited Common Elements or to a Unit or Units owned by others, or maintenance repairs or replacements thereto are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance. If such Unit Owner fails to pay the cost thereof and the Association is required to do so, then such cost shall be added to and become part of the assessments to which the Unit owned by such Unit Owner shall be subject under this Master Deed and Bylaws.

(f) Association Access for Repair. The authorized representatives of the Association, the Board, or of the Managing Agent with approval of the Board, 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 the Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs to, or replacement of the Common Elements, Limited Common Elements, or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements, or to make any alteration required any governmental authority.

15. Alterations, Additions or Improvements; Architectural Control. No Unit Owner or Occupant shall make any alteration of, or any additions or improvements to, or place any structures, devices or installations upon Common Elements, or any portion thereof, without the prior written approval of the Board. The Board may authorize and charge as common expenses, any alterations, additions, and improvements to the Common Elements. No Unit Owner shall make any structural alteration, addition or improvement to his Unit without the prior written approval of the Board. Any Unit Owner may make non-structural alterations, additions or improvements within his Unit without the prior written approval of the Board, 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.

Except as provided in Paragraph 16 below, no building, fence, wall, outside antenna, satellite dish or other structure or improvement except for those installed by the Builder shall be commenced, erected or maintained upon a Unit or any Limited Common Element nor shall any Unit Owner alter or add to the drives, walkways, sidewalks, drainage facilities or other improvements installed by the Builder or the Association within the Limited Common Elements; nor shall any Unit Owner alter or add to the plantings, shrubbery or other landscaping installed by the Builder or the Association within the Limited Common Elements outside of the yard, garden or patio area appurtenant to a Unit ordinary lawn maintenance excepted; nor shall any Unit Owner alter, improve or add to, or paint or decorate, the Limited Common Elements serving his Unit (except for alterations, additions or improvements made entirely within the patio area which are not visible in any manner or part to the public view from outside the patio area) or the exterior of his Unit, and the appurtenances thereto, if such alteration, improvement, or addition, paint or decoration, would change the external appearance of the Unit, or the Limited Common Elements serving his Unit, and the appurtenances thereto, as installed by the Builder, until plans and specifications showing the nature, kind, shape, height, materials, and location of the same or the exterior paint color thereof, have been submitted to and approved in writing as to harmony of external design, location and color in relation to surrounding improvements, structures and topography by the Board or by an architectural committee composed of three (3) or more representatives appointed by said Board. In the event said Board, or its designated architectural committee, fails to approve or disapprove such construction, installation, alteration or addition within thirty (30) days after said plans and specifications have been submitted to it and the Unit Owner has received a written receipt reflecting such submission to said Board or architectural committee, approval will not be required and this Paragraph 15 will be deemed to have been fully complied with.

Work done by the Declarant or Builder on the Property shall not be subject to the provisions of this Paragraph 15.

Notwithstanding anything to the contrary set forth elsewhere in this Master Deed, (i) the Association shall not be responsible for the maintenance, repair and replacement of any construction, installation, alterations or additions not made in compliance with the provisions of this Paragraph 15 and (ii) any approval of any plans and specifications by the Board, or its designated architectural committee, shall in no way constitute a representation or warranty as to the adequacy or sufficiency of the same or of the alterations, improvements or additions to which they relate for any use, purpose or conditions (including any applicable laws related thereto).

Any and all alterations, additions or improvements made by any Unit Owner in accordance with the provisions of this Paragraph 15 shall be prosecuted diligently to completion and shall be completed as soon as is reasonably practicable but in all events within six (6) months after commencement, unless exception is granted by the Board or its designated architectural committee. If an improvement is commenced and then abandoned for more than thirty (30) days, or if construction is not completed within the required six (6) month period (or such later time period if exception was granted by the Board or its designated architectural committee), then the Board or its designated architectural committee may, if construction is not resumed or

the improvement is not completed within twenty (20) days after written notice thereof has been given to the Unit Owner, impose a fine in an amount established from time to time by the Board or its designated architectural committee to be charged against the Unit Owner until construction is resumed, or the improvement is completed, as applicable, unless the Unit Owner can prove to the satisfaction of the Board or its designated architectural committee that such abandonment or failure to complete construction is for circumstances (other than the Unit Owner's failure or refusal to pay money) beyond the Unit Owner's control. Such charges shall be added to and become a part of the assessments to which the Unit owned by such Unit Owner shall be subject under this Master Deed and Bylaws.

Any and all alterations, additions or improvements made by any Unit Owner in accordance with the provisions of this Paragraph 15 shall be constructed and made in accordance with the plans and specifications, if any, submitted to and approved by the Board or its designated architectural committee, in a good and workmanlike manner, in accordance with good construction practices and in compliance with all applicable statutes, laws, codes and ordinances and the terms and requirements of any insurance policy maintained by the Association applicable thereto. All licenses, permits and approvals by governmental agencies having jurisdiction which are required or necessary in connection with the proposed alterations, additions or improvements shall be obtained by the Unit Owner, at his expense, prior to commencement of the work. In approving any alterations, additions or improvements to be performed by a Unit Owner outside of his Unit and in those areas in which other Unit Owners have an individual percentage interest, the Board or its designated architectural committee may require the Unit Owner, as a condition to approval, to provide, at the Unit Owner's expense, such payment or performance bonds, liability insurance, workmen's compensation and other insurance as the Board or its designated architectural committee deems reasonably necessary given the nature, cost and scope of the proposed work and upon completion of such work the Unit Owner shall procure and deliver to the Board such lien waivers and contractor's/subcontractor's sworn statements as may be required to protect the Property from all mechanics and materialmen's liens that may arise therefrom.

16. Decorations: Cleaning. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating and routine cleaning and maintenance within his Unit and the Limited Common Elements located within and serving exclusively his Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, carpeting, floor covering, draperies, window shades, curtains, lighting, plumbing and lighting fixtures, and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules and Regulations of the Association, but each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Limited Common Elements, other than interior surfaces within the Units and the Limited Common Elements as hereinabove provided and, to the extent redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Limited Common Elements by the Association, any redecorating of Units, shall be furnished by the Association as part of the common expenses. All windows, doors and screens, including storm windows and doors, forming part of a perimeter wall of a Unit shall be cleaned and washed, and any damage thereto repaired at the expense of the Unit Owner of that Unit.

17. Easements and Encroachments.

(a) Each Unit Owner shall have a perpetual and non-exclusive easement for ingress and egress to his Unit, in, upon, over, under, across and through the Common Elements (exclusive of Limited Common Elements the enjoyment, benefit or use of which is reserved exclusively to other Unit Owners) which easement shall be appurtenant to each Unit and shall pass with the Unit estate as and when a transfer or conveyance of ownership of the Unit occurs.

(b) Easement for installation and maintenance of public and private utilities and drainage facilities are reserved as shown on the Plan, the Final Plat of McKay's Mill P.U.D. Subdivision, Section 34, and as otherwise shown by the public records. A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements (including the Limited Common Elements) for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles or transformers, cable television systems,

and any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems, servicing the Property or the Development Tract, is hereby reserved, which easement shall be for the benefit of the Declarant, any governmental agency, utility company or other entity (public or private) which requires the same for the purpose of furnishing one or more of the foregoing services.

(c) An easement is reserved to the Declarant in, upon, over, under, across and through the Common Elements (including the Limited Common Elements) during the Development Period in order to maintain such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction of the Units and Common Elements, including, without limitation, a business office, sales office, storage area, construction yards, signs and model Units, and for a period of two (2) years thereafter (but in no event more than ten (10) years from the date of recording this Master Deed) in order to make any repairs to improvements on the Property, including the Units, which Declarant may deem necessary or which may be required pursuant to contracts of sale made with Unit purchasers.

(d) If any portions of the Common Elements (including the Limited Common Elements) shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements (including the Limited Common Elements), as the Common Elements and Units are shown on the Plan, due to engineering errors, errors in original construction, reconstruction or repair, settlement or shifting of a building or movement of any portion of the improvements of the Property, or any similar cause, 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 and for the maintenance of the same, so long as the same shall exist; provided, however, that in no event shall an easement for encroachment be created in favor of a Unit Owner if said encroachment occurred due to the willful act of said Unit Owner.

(e) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements (including the Limited Common Elements) is hereby reserved to the Declarant and the Association for the purpose of maintaining, repairing and replacing the Common Elements, the Limited Common Elements or any equipment, facilities or fixtures affecting or servicing the Common Elements or the Limited Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner or Occupant, except that, in the case of an emergency, such right of entry shall be immediate and absolute, whether the Unit Owner or Occupant is present at the time or not or request is made or not.

(f) The Association, through the Board, the Managing Agent, or their respective agents or employees, shall have the perpetual and non-exclusive right of access and easement to each Unit, Unit Envelope or Maintenance Area to remedy any violations of the provisions of this Master Deed and Bylaws, or any Rules and Regulations of the Association.

(g) An easement is hereby established for the benefit of the City of Franklin, and other utility service providers, over all portion of the Property for the setting, removing and reading of water meters, for maintaining for maintaining and replacing water, sewage and drainage facilities, for police protection, fire fighting and garbage collection and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Property. In no case shall the City of Franklin, or other utility service providers, be responsible for failing to provide any emergency or regular fire, police or other public service to the Property or to any of its occupants, when such failure is due to the lack of access to such area as a result of inadequate design or construction, blocking of access routes or any other factor within the control of Declarant, or any Owner or occupant of a Unit.

18. Use and Occupancy Restrictions; Leases. The following restrictions on the use and occupancy of the Property, or any part thereof, are made a part of this Master Deed, to which each Unit Owner and Occupant shall be subject:

(a) General. No Unit shall be used as a other than for single family residential purposes and purposes incidental and necessary thereto. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner or Occupant from: (i) keeping his personal business or professional records or accounts; or (ii) handling his personal handling his personal business or

professional calls or correspondence from his Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction. Further, the foregoing restriction shall not preclude real estate sales offices and construction trailers from being maintained on the Property by or on behalf of the Declarant or a Builder for purposes of the construction, development and sale of the Property and the Units located or to be located thereon.

Each Unit Owner and Occupant shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done or kept within his Unit or in or upon the Common Elements or the Limited Common Elements which may increase the cost or cause the cancellation of Insurance on other Units or on the Common Elements or the Limited Common Elements.

(b) Nuisances. No noxious or offensive activities shall be carried on or in any Unit, the Common Elements, the Limited Common Elements or elsewhere on the Property, nor shall anything be done therein or thereon, which may be or may become an annoyance or nuisance or which shall in the judgment of the Board cause unreasonable noise and disturbance to others.

(c) Temporary and Incomplete Structures. No temporary structure or Incomplete structure may be used on the Property at any time temporarily or permanently as a residence. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be permitted on the Property at any time temporarily or permanently; provided, however, that with the prior written consent of the Board, temporary structures may be erected for use in connection with the repair or rebuilding of a Unit, the Common Elements, or any portion thereof. However, nothing in this paragraph shall serve to prohibit the Declarant, its agents, representatives, successors or assigns, from maintaining a temporary structure for the purposes of a sales and/or construction office during the development of and construction on the Property.

(d) Signs. Except for signs provided by the Declarant or the Association, no signs of any kind shall be displayed to the public view on the Property, except professionally lettered builders or Realtors signs in good taste and not exceeding eighteen (18) inches x twenty-four (24) inches in size which shall require the prior written consent of the Board and must be displayed from inside a Building through its windows.

(e) Pets and Animals. No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Property, except two (2) household pets, birds or other animals may be kept in a Unit provided they do not violate regulations established by the Association. The Association shall have the power to change its regulations from time to time, but if pets have been previously permitted, such change in regulations shall affect the rights of Unit Owners to keep any previously permitted pets provided such pets have not become a nuisance. There shall be no structures for any pets outside the Units at any time. All pets must be kept on a leash at all times when outside the Unit. Unit Owners shall be responsible for cleaning up and removing any animal waste deposited by their pets in the Common Areas, Limited Common Elements, or on any street in the Subdivision.

(f) Garbage and Refuse Disposal. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be disposed of in a clean and sanitary manner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept inside the garage serving the Unit in question. Garbage cans, trash containers or recycling containers shall not be permitted on the street or at the curb in a manner so that it is not concealed for more than twenty-four (24) hours prior to or following pickup of trash or recyclables.

(g) Clothes lines. No outside clotheslines, posts, racks or dryers of any kind will be permitted on the Property.

(h) Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use, or vehicles of any kind in disrepair, may not be kept or parked on the Property or any street. Moreover, no Unit Owner or Occupant shall permit any motor vehicles (operable or inoperable) owned by such Unit Owner or Occupant, or by any person on the premises as guest or invitee, to remain parked on the streets for more than forty-eight (48) hours. Vehicles may not be assembled, disassembled or serviced on the Property or any street unless completely hidden from public view. No mobile home, bus, truck of over one ton,

tractor/trailer rig (separate or in combination), or house trailer may be parked or stored on the Property or any street. No boat, trailer, camper or recreational vehicle shall be kept, stored or parked on the Property or on any street for more than forty-eight (48) hours. No vehicular parking is allowed by the City of Franklin on the designated bike lane along Turning Wheel Lane.

(i) Water Supply; Sewerage Disposal; Drainage. No Unit shall be occupied and used unless the same shall be connected with, and served with, water and sewerage from the water and sanitary sewer supply mains provided for the Property. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstruction or debris shall be placed in these areas. No Unit Owner may obstruct or rechannel drainage flows after the installation of drainage swales, storm sewers and/or storm drains. Each Unit Owner shall pay charged levied by the City of Franklin, Mallory Valley Utility District and/or any other utility service providers against his Unit for electric, sewer, water, gas and refuse service, and shall pay all general and special taxes levied against said Unit.

(j) Use of Common Elements. The Common Elements shall be used only by Unit Owners, Occupants, and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from their respective Units and for such other purposes incidental to the use of the Units; provided, however, areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner or Occupant, and shall be subject to any lease concession, or easement, presently in existence or entered into by the Board or the Declarant at such future time, affecting any part or all of said Common Elements.

(k) Storage. Articles of personal property belonging to any Unit Owner or Occupant, such as bicycles, wagons, toys, furniture, clothing and other articles shall only be stored or kept in the Unit. No storage buildings may be placed or located by any Unit Owner or Occupant on the Property.

(l) Outside Lights. No exterior lighting visible from any street, other than porch and eave lights, shall be permitted except for (a) decorative post lights; (b) street lights in conformity with any proposed or established street lighting program for the Property; (c) seasonal decorative lighting at Christmas (the display of which is limited annually to the period between Thanksgiving and the following January 7); and (d) those installed by the Declarant.

(m) Mail boxes. Mail boxes of a type consistent with the character of the regime shall be selected and placed by the Builder and shall be maintained by the Association as a common expense to compliment the residences and the neighborhood.

(n) Lease of a Unit. No Unit Owner shall permit his unit to be used as rental property. The Unit shall only be used as the primary residence of the Unit Owner. The Unit shall be used as the primary residence or secondary residence of the Unit Owner.

(o) Additional Prohibited Activities. The Board may from time to time reasonably prohibit certain activities on the Property and such prohibition shall be final and binding on all Unit Owners and Occupants.

(p) Smoking. No smoking is permitted in any common stairwell.

(q) Grills. No grilling is permitted on any porch. Grilling is permitted only in designated areas. All grills shall be stored or kept in the Unit or Garage when not in use.

(r) Use by Declarant and Builder. During the period of construction and sale of Units by the Declarant or the Builder, the Declarant, Builder and Declarant's and Builder's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to such access, ingress to and egress from the Units, the Buildings and the Property as may be required for purposes of said construction and sale of Units and the Common Elements. While the Declarant or Builder owns any Units, and until each Unit owned by it is occupied by the purchasers thereof, the Declarant and its employees and agents may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unoccupied Unit or Units as a construction or sales office, and may maintain customary signs in connection therewith.

(s) Garages. Unit Owners and Occupants shall take all steps necessary to keep garage doors closed except for such limited and reasonable periods of time which may be necessary for repair and/or access. No garage may be converted to living space. All Unit Owners and Occupants shall park their vehicles first, to the extent possible, in the garage that is a part of their Unit, and then in the driveway appurtenant to their Unit. Said driveway is reserved for the exclusive use of that Unit Owner.

(t) Satellite Dishes. No satellite dish shall be erected or placed on any Unit that is larger than the lesser of (i) ten (10) inches or (ii) the smallest size permitted to be prohibited by restrictive covenants pursuant to any regulations, or rulings of the Federal Communications Commission, if any, from time to time in effect and applicable to the Property shall be erected or placed on any Unit.

19. Remedies and Enforcement.

(a) In the event of any violation of the provisions of the Act, this Master Deed, Bylaws, or the Rules and Regulations by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit), the Association, or its successors or assigns, and any Unit Owner aggrieved thereby, including the Declarant, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, the Bylaws, or said Rules and Regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the unit and to seal the same as provided hereinafter in this Paragraph 19, or for any combination of remedies, or for any other relief available at law or in equity. All expenses of the Association and the Declarant in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to, assessed against, and paid by such defaulting Unit Owner. All such expenses of the Association, if not paid within twenty (20) days after demand therefor, shall be added to and deemed part of the Unit Owner's respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of common expenses, upon the Unit, and its percentage 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 Paragraph 10 hereof. In the event of any such default by any Unit Owner, the Board or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection herewith shall be charged to and assessed against such defaulting Unit Owner and become a part of the assessments to which the Unit owned by such Unit Owner shall be subject under this Master Deed and Bylaws. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of first mortgage and deed of trust liens against the Units.

(b) The violation of any term, provision, covenant, restriction or condition of the Act, the Master Deed, the Bylaws or the Rules and Regulations shall give the Board the right, in addition to any other rights provided for in this Master Deed: (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, the Unit Envelope, Maintenance Area or any portion of the Property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner (the cost of which shall become a part of the assessments to which the Unit owned by such Unit Owner shall be subject under this Master Deed and the Bylaws), any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Master Deed, the Bylaws, or the Rules and Regulations of the Association, and the Board or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law. Notwithstanding anything contained in this paragraph to the contrary, in the event the Board uses the right of summary abatement or similar means to enforce any violation of any restriction or condition or regulation adopted by the Board or the or the breach of any covenant or provision herein

contained, the Board shall institute appropriate judicial proceedings for such violations or breach before any items of construction can be altered or demolished.

(c) If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of the Master Deed, the Bylaws or the Rules and Regulations and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation, then the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Unit Owner or Occupant, or in the alternative, for control of the Unit owned by him/her on account of said violation, and ordering that all the right, title and interest of said defaulting Unit Owner in the Unit shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxes against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Master Deed.

(d) In the event of any violation of the provisions of the Act, this Master Deed, the Bylaws, or the Rules and Regulations by the Association itself or the Board, any Unit Owner aggrieved thereby shall have all rights and remedies provided in the Act, this Master Deed, the Bylaws or said Rules and Regulations, or which may be available at law or at equity.

(e) The failure by the Board, or any Unit Owner, including the Declarant, to enforce any covenant or restriction or Rule and Regulation, provided in or by this Master Deed, the Bylaws or the Act shall in no event be deemed a waiver of the right to do so thereafter. The remedies provided under this Master Deed shall not be exclusive, and the Association may enforce any other rights or remedies to collect delinquent assessments or to cure or remedy any other default or breach on the part of any Unit Owner as may be provided by law or in equity.

20. Amendment. The provisions of this Master Deed may be changed, modified or amended by an instrument in writing setting forth such change, modification or amendment, signed by not less than two-thirds (2/3) of the Unit Owners and acknowledged; provided, however, that any such change, modification or amendment which would change, delete, rescind, impair or in any manner affect any right, remedy, easement, reservation, power, benefit or privilege afforded to (or duty or obligation binding on) the Declarant under this Master Deed shall require the consent of the Declarant in order to be effective; and further provided, however, that all holders of mortgages or deeds of trust on the Units of record shall have been notified by certified mail of such change, modification or amendment and an affidavit by the President or Secretary of the Association certifying to such mailing shall be made a part of such instrument and that any amendment so requiring it under the provisions of Paragraph 25, below, shall also have the prior written approval of the specified number or percentage of Eligible Mortgage Holders as required therein, Declarant's consent to anyone such amendment shall not be construed or deemed to be consent to any other or subsequent amendment.

This Paragraph 20 is by way of supplement to and not in derogation of the powers of amendment reserved to the Declarant pursuant to Paragraph 32, below, in connection with the expansion of the horizontal property regime established by this Master Deed.

Notwithstanding anything contained herein to the contrary, the Declarant hereby reserves and shall have the right, power, privilege and authority, in its sole discretion, to from time to time amend this Master

Deed and any Exhibit hereto without the consent, joinder or approval of the Association, the Board, any Unit Owner, any person having a contractual right to purchase a Unit, any mortgagee or beneficiary of any mortgage or deed of trust on any Unit, or any other person or entity, for the purposes hereinafter set forth. Such right, power, privilege and authority of Declarant shall expire ten (10) years from the date of this Master Deed is filed of record in the Register's Office of Williamson County, Tennessee. This right, power, privilege and authority to amend shall be used (i) to correct clerical errors, ambiguities and inconsistencies and make other clarifications, (ii) to adjust boundary lines where necessary for clarification, or (iii) to reflect accurate surveys, (iv) to reflect the actual location and/or areas of the Units as built, (v) to conform to the requirements of any law or any governmental or quasi-governmental agency or body having legal jurisdiction over the Property, or the requirements of any insurance company or insurance underwriting office or organization, or (vi) to qualify the Property or any Units and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency, including without limitation the U.S. Department of Housing and Urban Development, Federal Housing Administration, Veterans Administration or the Federal National Mortgage Association. Declarant shall execute this power to amend by filing an amendment of record in the Register's Office of Williamson County, Tennessee. Declarant shall be in no way obligated to amend this Master Deed or any Exhibit hereto pursuant to this paragraph.

No amendment shall discriminate against any Unit Owner, or against any Unit or class or group of Units, unless the Unit Owner or Unit Owners so affected shall consent. No amendment shall change the voting rights provided for under Paragraph 5, above, unless Declarant and the Unit Owner or Unit Owners so affect shall consent. Except as provided in the case of expansion under Paragraph 32, below, or as otherwise provided in this Master Deed, no amendments shall change any Unit, nor the share of the Common Elements appurtenant to it, if such change will increase the Unit Owner's share of the common expenses, unless such Unit Owner and any Institutional Lender encumbering such Unit shall join in the execution of the amendment.

Notwithstanding anything contained herein to the contrary, if the Act, this Master Deed or the Bylaws 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. No provisions in this Master Deed may be changed, amended or modified so as to conflict with the provisions of the Act.

Any amendment shall be effective upon the recording of such instrument in the Register's Office of Williamson County, Tennessee.

21. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by the Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, George W. Bush.

22. Rights and Obligations. Each grantee of a Unit, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges jurisdiction, rights and powers created or reserved by this Master Deed and the Bylaws. All present and future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Master Deed and the Bylaws. Any restrictions or rules in the Bylaws which are more than administrative in nature such as, but not limited to, reservations and future rights of Declarant, are hereby incorporated into and made a part of this Master Deed by reference. All restrictions, conditions, covenants, reservations, liens, charges, 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 be binding upon and inure to the benefit of such person 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.

All present and future Unit Owners and Occupants of a Unit shall be subject to, and shall comply with the provisions of the Bylaws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance devise, or lease to a Unit, or the entering into occupancy of any Unit, shall constitute an

agreement that the provisions of the Bylaws and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner or Occupant, and all of such provisions 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 such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

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

23. Condemnation. In the event of a taking in condemnation or by eminent domain, of a part of the Common Elements or a part of the Limited Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. If the Board in its sole and absolute discretion approves the repair and restoration of such Common Elements or Limited Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements or Limited Common Elements within one hundred twenty (120) days after receipt of the award, the Board shall disburse the net proceeds of such award on a fair and reasonable basis to the mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected. The decision of the Board as to the fairness and reasonableness shall be binding upon all parties if such decision reasonably relates to the given facts.

If a Unit is acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit's percentage of ownership interest in the Common Elements or Limited Common Elements and its common expense liability shall be automatically reallocated by the Association to the remaining Units in proportion to their respective percentage interests and liabilities before the taking. Any remnant of a Unit remaining shall thereafter be a Common Element.

If any Unit or portion thereof, or the Common Elements or the Limited Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, then the institutional lender of a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any documents establishing the Property will entitle the Owner of a Unit or other party to priority over such institutional lender with respect to the distribution of the proceeds of any award or settlement as to such Unit.

24. Rights Reserved. In addition to any rights elsewhere reserved in this Master Deed, the right and easement of use and enjoyment of the Common Elements, including the Limited Common Elements attributable to a Unit, provided for by this Master deed, shall be subject to:

(a) The right of the Association, as provided in the Bylaws or Rules and Regulations, to suspend the enjoyment right of any Unit Owner or Occupant for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations;

(b) The right of the Association to charge reasonable fees for the use of any part or parts of the Common Elements;

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements (including the Limited Common Elements) to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless members of the Association entitled to cast two-

thirds (2/3) of the total votes of the Association have agreed to such dedication, transfer, purpose, or condition;

(d) The right of Declarant, at its sole expense, to relocate, expand, modify, reduce, or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewers, utility lines or service connections, in order to serve the existing Units;

(e) The right of the Association to grant such easements, rights-of-way and other use rights to such utility companies or public agencies or authorities under, through or over the Common Elements as it shall deem reasonably necessary for the proper servicing and maintenance of the Common Elements (including the limited Common Elements) and the Units and the ongoing development and operation of the Property;

(f) The right of the Declarant to expand the horizontal property regime established by this Master Deed as provided in Paragraph 32, below; and

(g) The right of the Declarant to subject the whole Property, including the Common Elements, to such cross easements for ingress, egress, access and utilities as may be necessary, or as may be required by the appropriate governmental agency or authority of the City of Franklin, Tennessee or Williamson County, Tennessee, to serve the Property and the Development Tract.

25. Rights and Protection of Eligible Mortgage Holders and Other First Mortgages. In addition to any other rights granted to mortgagees or holders of deeds of trust elsewhere in this Master Deed or under the Act, the following rights and protection are hereby granted to and for the benefit of any Eligible Mortgage Holder and other First Mortgagee:

(a) The Association will give timely written notice to each Eligible Mortgage Holder of, and each Unit Owner consents to and authorizes notice of, the following:

- (i) any proposed amendment to the Master Deed and Bylaws effecting a change in the (A) boundaries of any Unit or the exclusive easement rights appertaining thereto; (B) the interests in the General or Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto; (C) the number of votes in the Association appertaining to any Unit; or (D) the purposes to which any Unit or Common Elements are restricted;
- (ii) any proposed termination of the horizontal property regime established hereby;
- (iii) any condemnation loss or casualty loss that affects either a material portion of the Common Elements or any Unit in which an interest is held, insured or guaranteed by the Eligible Mortgage Holder, as applicable;
- (iv) any delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit in which an interest is held, insured or guaranteed by the Eligible Mortgage Holder, as applicable, which remains uncured for a period of sixty (60) days; and
- (v) any lapse, cancellation or material modification of any insurance policy or fidelity insurance maintained by the Association.

(b) Unless a higher percentage vote is required by the Act or elsewhere in this Master Deed, the consent of Unit Owners to which at least two-thirds (2/3) of the total votes in the Association are allocated and the approval of at least fifty-one percent (51%) of the votes of the Eligible Mortgage Holders (based upon one vote for each Unit upon which a mortgage is owned) shall be required to materially amend any provisions of this Master Deed or the Bylaws, or to add any material provision thereto, which establish, provide for, govern or regulate any of the following:

- (i) Voting rights;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair or replacement of the Common Elements;
- (iv) Responsibility for maintenance or repair of the General or Limited Common Elements or Units;

- (v) Rights to use of the Common Elements;
- (vi) The boundaries of any Unit;
- (vii) Convertibility of Units into Common Elements or of Common Elements into Units;
- (viii) Expansion or contraction of the horizontal property regime established hereby or the addition, annexation or withdrawal of property from the regime;
- (ix) Hazard or fidelity insurance;
- (x) The interest of the General or Limited Common Elements
- (xi) Leasing of Units;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his Unit;
- (xiii) Establishment of self management by the Association where professional management had been required previously by this Master Deed or by any Eligible Mortgage Holder; or,
- (xiv) Any provision of the Master Deed or Bylaws which expressly benefits any First Mortgagee.

(c) Unless a higher percentage vote is required by the Act or elsewhere in this Master Deed, the prior written approval of at least sixty-seven percent (67%) of the Eligible Mortgage Holders (based upon one vote for each Unit upon which a mortgage is owned) is required before the effectuation of any decision by the Unit Owners to terminate the horizontal property regime established hereby for reasons other than substantial destruction or a substantial taking in condemnation.

(d) To the extent possible under the Act:

- (i) Any restoration or repair of any part of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the provisions of this Master Deed and the original plans and specifications unless the approval of at least fifty-one percent (51%) of Eligible Mortgage Holders (based upon one vote for each Unit upon which a mortgage is owned) is obtained;
- (ii) Any election to terminate the horizontal property regime established hereby after substantial destruction or a substantial taking in condemnation of the Property must require the approval of at least fifty-one percent (51 %) of Eligible Mortgage Holders (based upon one vote for each Unit upon which a mortgage is owned); and
- (iii) Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Property is fixed in advance by this Master Deed as by the Act, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Property may be affected without the approval of at least fifty-one percent (51%) of Eligible Mortgage Holders (based upon one vote for each Unit upon which a mortgage is owned).

(e) Upon written request from any First Mortgagee, the Association will prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year, provided that, if an audited financial statement is not available and the Association is not otherwise required to have one, the First Mortgagee will bear the cost of the audit.

(f) Any First Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or deed of trust, or upon foreclosure of the mortgage or deed of trust or upon receiving a deed (or assignment) in lieu of foreclosure shall take the Unit free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit. Specifically, and without limitation upon the above provisions of this subsection, this Master Deed, the Bylaws, or any other of the Property's constituent documents shall not impair the rights of a First Mortgagee to:

- (i) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage or deed of trust; or
- (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgage, or
- (iii) Sell or lease a Unit acquired by a mortgagee.

Notwithstanding the foregoing, the provisions of subparagraphs (a), (b) and (c), above, shall not apply in the case of substantial or complete loss to the Units and for Common Elements as a result of destruction, damage or condemnation described in Paragraph 12 and Paragraph 23, above, or in the case of expansion of the horizontal property regime established hereby pursuant to Paragraph 32, below.

Eligible Mortgage Holders shall request notice of the matters set forth hereinabove by making written request to the Association upon becoming a First Mortgagee hereunder, such request to state the name and address of such Eligible Mortgage Holder, that it holds or has insured or guaranteed, as the case may be, a first mortgage or deed of trust or a Unit, and the Unit number or the address of the Unit, The Association may rely upon such information in making the notifications required hereunder.

Provided that such notice has been delivered to the Eligible Mortgage Holder by certified or registered mail, return receipt requested, any notice requesting approval of any Eligible Mortgage Holder as required hereinabove shall advise said Eligible Mortgage Holder that failure to respond within thirty (30) days of receipt of said notice shall be deemed to be approval by said Eligible Mortgage Holder of the matter for which approval is being sought.

26. 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 power 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 Master Deed against such Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any beneficial interest of any such trust or any transfer of title to such Unit.

27. Right of First Refusal. The Association shall in no event have any right of first refusal to purchase any Unit nor shall the Declarant have the right to encumber any Unit to any right of first refusal or similar limitation on the sale, conveyance or transfer of any Unit.

28. Notices. Notices provided for in the Act, this Master Deed or the Bylaws shall be in writing and shall be addressed to the Association c/o Timmons Properties, or at such other address as may be hereinafter provided. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Unit Owners. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

Upon written request to the Board, 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.

29. Severability. If any provision of this Master Deed, the Bylaws, 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 on the Bylaws 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 or, the Bylaws shall be construed as if such invalid part was never included therein.

30. 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.

31. Gender. The use of the masculine gender in this Master Deed and Bylaws shall be deemed to include the feminine gender, and the use of singular shall be deemed to include the plural whenever the context so requires.

32. Declarant and Owner Development Activities. Pursuant to an agreement with the Declarant, the Declarant will cause roads, parking areas, etc. on Development Tract to be constructed in order for Builder to exercise its option to purchase Units from the Declarant from time to time. Builder will then construct Units. The Units will then be sold by Builder to Unit Owners.

Declarant reserves the right during the Development Period to change the configuration and square footage of Units to be constructed and shall have the right to amend this Master Deed and Bylaws to modify this portion of Exhibit C which described the Units so reconfigured or changed.

Notwithstanding anything to the contrary set forth in Paragraph 20, above, no amendment or modification of this Master Deed and Bylaws which amends, modifies or in any way changes or affects the rights of the Declarant provided in this Paragraph 32 may be or shall be effective without the express prior written consent of the Declarant to such amendment or modification.

33. FHA/VA Approval. The horizontal property regime established hereby may not be merged with a successor horizontal property regime without the prior written approval of the FHA/VA. Additionally, during the Development Period, the approval of the FHA/VA shall be required for any amendments to this Master Deed, except for amendments made by Declarant pursuant to its right to correct clerical errors or make other clarifications or adjustments as provided in Paragraph 20, above. A letter from an official of any such corporation or agency shall be sufficient evidence of such approval and it shall not be necessary for such corporation or agency to join in the execution of the document or instrument reflecting or setting forth such amendment.

34. Regulation by the City of Franklin. Each Unit Owner hereby agrees that the City of Franklin, Tennessee, is authorized and empowered to require the Association and Each Unit Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Common Elements, including without limitation, all public roads and drives located on and serving the Property. In the event that the City of Franklin, Tennessee, or any agent thereof, determines that the Common Elements are being maintained in a manner which is dangerous or detrimental to the health, safety and welfare of the community, pursuant to the provision of the Franklin Municipal Charter and Code, the City of Franklin, Tennessee and its agents, may upon ten (10) days notice to the Association enter upon the Common Elements and make any repairs or improvements to the Common Elements which City of Franklin and its agents deem necessary to remedy such conditions. Thereafter, the Association and each Unit Owner shall be obligated to pay to the City of Franklin, its costs for all improvements, work, and/or labor, supplied or furnished to the Common Elements. The obligation to pay said costs shall be a personal obligation of the Association and each Unit Owner, jointly and severally. All such costs shall be paid to the City of Franklin, Tennessee within thirty (30) days of receipt from the City of Franklin, Tennessee of a statement for such costs, which receipt shall be required to be served upon the President of the Association only. All Unit Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each lot in favor of the City of Franklin, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. City of Franklin, Tennessee may bring an action at law against the Association and/or any Unit Owner, or foreclose the lien against any property owned by any Unit Owner. Neither the Association nor any Unit Owner may waive or otherwise escape liability for the cost incurred by the City of Franklin, Tennessee as described herein.

35. McKays Mill Covenants and Restrictions Applicable to Property, Membership in Master Association; Master Association Assessments. The Property is subject to that certain Declaration of Protective Covenants and Owners Association of record in Book 1649, page 349, Register's Office for Williamson County, Tennessee, together with any amendments now or hereafter recorded with respect to such covenants or restrictions (collectively, the "McKays Mill Covenants"), which contain restrictive covenants applicable to the McKays Mill Subdivision and certain adjacent properties. Each grantee of a Unit, 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 reserved therein to the

Exhibit A

**MCKAYS MILL P.U.D. SUBDIVISION
SECTION 34 - PARK RUN AREA
PROPERTY DESCRIPTION**

A tract of land in the Eighth Civil District of Williamson County, City of Franklin, Tennessee, that is bordered on the north by the N. R. Pick Properties, L.P. and the City of Franklin property, on the east by the City of Franklin property and McKays Mill P.U.D. Subdivision, Sections 29 and 30, on the south by Liberty Pike and on the west by the properties of John R. Williams, Sr., Ernest C. Kuhlo et ux and the N. R. Pick Properties, L.P., said tract being more particularly described as follows:

Beginning at an iron rod (old) in the westerly property line of the City of Franklin property of record in Deed Book 1660, Page 590, Register's Office of Williamson County (R.O.W.C.), Tennessee and the northeasterly corner of Lot 880 as shown on the plat of "McKays Mill P.U.D. Subdivision, Section 29" of record in Plat Book P40, Page 7, R.O.W.C., Tennessee and proceeding; thence,

With the northerly property line of said Section 29 and Section 30 of record in Plat Book P41, Page 94, R.O.W.C., Tennessee, North 83 degrees 10 minutes 26 seconds West, 657.11 feet to a concrete monument (old) in the easterly right-of-way margin of Turning Wheel Lane (65-foot right-of-way), at the northerly terminus; thence,

With said northerly terminus, North 72 degrees 55 minutes 30 seconds West, 65.00 feet to a point in the westerly right-of-way margin of said Turning Wheel Lane; thence,

With the westerly right-of-way margin of Turning Wheel Lane in a southerly and southwesterly direction with a 397.50-foot radius curve to the right an arc length of 215.04 feet, an interior angle of 30 degrees 59 minutes 47 seconds and a chord bearing and distance of South 32 degrees 34 minutes 23 seconds West, 212.43 feet; thence,

South 48 degrees 04 minutes 16 seconds West, 144.81 feet; thence,

With a 350.50-foot radius curve to the left an arc length of 247.89 feet, an interior angle of 40 degrees 31 minutes 20 seconds and a chord bearing and distance of South 27 degrees 48 minutes 36 seconds West, 242.76 feet; thence,

South 07 degrees 32 minutes 56 seconds West, 68.65 feet; thence,

North 82 degrees 27 minutes 04 seconds West, 7.50 feet; thence,

South 07 degrees 32 minutes 56 seconds West, 12.49 feet; thence,

With a 63.00-foot radius curve to the right an arc length of 40.71 feet, an interior angle of 37 degrees 01 minutes 39 seconds and a chord bearing and distance of South 26 degrees 03 minutes 45 seconds West, 40.01 feet; thence,

Exhibit A - Continued

With a 98.00-foot radius non-tangent curve to the right an arc length of 57.03 feet, an interior angle of 33 degrees 20 minutes 32 seconds and a chord bearing and distance of South 77 degrees 35 minutes 54 seconds West, 56.23 feet to the northerly right-of-way margin of Liberty Pike (80-foot right-of-way); thence,

With said northerly right-of-way margin, a 7,679.00-foot radius curve to the left an arc length of 68.05 feet, an interior angle of 00 degrees 30 minutes 28 seconds and a chord bearing and distance of North 85 degrees 59 minutes 04 seconds West, 68.05 feet, the southeasterly corner of the John R. Williams, Sr. property of record in Deed Book 881, Page 926, R.O.W.C., Tennessee; thence,

With the easterly property line of said Williams property, North 07 degrees 32 minutes 45 seconds East, 409.11 feet to the southerly property line of Ernest C. Kuhlo, et ux Patricia, of record in Deed Book 996, Page 89, R.O.W.C., Tennessee; thence,

With Kuhlo's southerly property line, South 85 degrees 21 minutes 17 seconds East, 200.66 feet; thence,

With Kuhlo's easterly property line, North 11 degrees 15 minutes 14 seconds West, 528.18 feet; thence,

North 82 degrees 00 minutes 02 seconds West, 396.27 feet; thence,

North 07 degrees 59 minutes 03 seconds East, 471.05 feet to the N. R. Pick Properties, L.P. property of record in Deed Book 1443, Page 735, R.O.W.C., Tennessee; thence,

With the Pick property, North 13 degrees 00 minutes 34 seconds East, 69.63 feet; thence,

South 83 degrees 10 minutes 23 seconds East, 95.96 feet; thence,

Continuing with said Pick property and with the City of Franklin property of record in Deed Book 1660, Page 590, R.O.W.C., Tennessee, South 82 degrees 33 minutes 44 seconds East, 328.16 feet; thence,

South 83 degrees 46 minutes 27 seconds East, 1,054.22 feet; thence,

South 06 degrees 59 minutes 11 seconds West, 818.68 feet to the Point of Beginning and containing 1,206,759 square feet or 27.703 acres, more or less.

August 18, 2005

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EXHIBIT B

BY-LAWS OF PARK RUN

HOMEOWNERS' ASSOCIATION, INC,

ARTICLE 1: DEFINITIONS

The words defined in the **Master Deed for Park Run Condominiums** (hereinafter referred to as the "Master Deed"), shall have the same meaning in these By-Laws.

ARTICLE 2: OFFICES

2.01 Registered Office. The registered office of the corporation shall be at 2200 Hillsboro Road, Nashville, Tennessee 37212, and the name of the registered agent of the corporation is **Timmons Properties, Inc.**

2.02 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE 3: MEMBERS AND MEMBERSHIP PRIVILEGES

3.01 Membership. Each Unit Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation.

ARTICLE 4: MEETINGS OF MEMBERS

4.01 Place of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors within Williamson County, Tennessee.

4.02 Annual Meeting. Unless otherwise specified in a written notice from the Board of Directors, an annual meeting of the Members of the corporation shall be held each year on the second Thursday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting. Provided, however, the annual meeting must be held no later than forty-five (45) days from the original scheduled date. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Units have been sold by the Declarant; or (b) seven years following conveyance of the first Unit by the Declarant.

4.03. Special Meeting. Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than five (5%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice of such meetings.

4.04. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each member of the corporation entitled to vote at such meeting.

4.05. Quorum. The presence in person or by proxy of more than one third (1/3) of those votes entitled to be cast at a meeting of the Members constitute a quorum at all meetings of the Members for the transaction of business. However, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

4.06. Majority Vote; Withdrawal Of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty per cent (50%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Master Deed, the Charter of the corporation or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.07. Method of Voting; Proxies. Each Member shall be entitled to one (1) vote for each Unit owned by such Member except that so long as the Class B membership exists, the Class B Declarant shall be entitled to one (1) vote more than the aggregate number of votes which all Class A members hold. No Member, other than the Declarant, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Unit in the Park Run Condominiums to the Board of Directors. If a Member is in default with respect to any provision of the Master Deed, such Member shall not be allowed to vote at any meeting of the corporation so long as such default exists. The vote of each Member may only be cast by such Member or by a proxy executed in writing given by such Member to his duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the Board of Directors of the corporation ~~pool~~ to or at the time of the meeting and shall not be valid unless promulgated by the Board of Directors. If title to a Unit shall be in the name of two or more persons as co-owners, all of such persons shall be Members of the corporation. The vote for such Unit shall be exercised by one (1) of such persons as proxy or nominee for all persons holding an interest as Unit Owners in the Unit and in no event shall more than one (1) vote be cast with respect to any Unit, except as provided above with respect to the Declarant. A corporate Member's vote shall be

cast by the President of the Member corporation or by any other officer or proxy appointed by the President or designated by the Board of Directors of such corporation. Voting on all matters except the election of directors shall be by voice vote or show of hands unless a majority of the percentage values of those votes entitled to be cast by the Members present at the meeting shall, prior to voting on any matter, vote to demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the official solicitation of proxies for such elections may be conducted by mail. With respect to a Unit where title shall be in the name of two (2) or more persons as co-owners, any one of such co-owners may vote at any meeting of the Members of the corporation and such vote shall be binding upon all other co-owners until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such co-owners (in person or by proxy) shall be required to cast their vote as Members.

4.08. Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

ARTICLE 5: DIRECTORS

5.01 Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Master Deed, the Charter, or these By-Laws, directed or required to be exercised or done by the Members.

5.02 Number; Qualifications; Election; Term. The Board of Directors shall consist of three (3) Directors, each of whom shall be a Member of the Association or a partner or employee of the Declarant, or its subsidiaries or affiliates. The Members of the initial Board of Directors shall serve terms of two (2) years until the annual meeting of Members following such election in the designated term of office of such Directors. Each Director elected to replace an original Director upon the expiration of his term of office shall serve for a term of office ending with the third annual meeting of Members following his election or until his successor shall be elected and shall qualify. The Directors shall be appointed by the Declarant until after the Transfer of Control as provided in the Master Deed. Directors shall serve without compensation.

5.03 Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be chosen at a special meeting of Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

5.04. Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special within Williamson County, Tennessee.

5.05. Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

5.06. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.07. Special Meetings. Special meetings of the Board of Directors may be called by the president on a three (3) days' notice to each Director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter or these By-Laws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

5.08. Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.09. Committees Having Board Authority. The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate an Design Review Committee; a Nominating Committee for members of the Board of Directors and such other committees as deemed necessary to consist of three (3) or more of the Directors of the corporation except that **prior** to the Transfer of Control, the Declarant shall appoint the members of the Design Review Committee and subsequent to the Transfer of Control said members of the Design Review Committee shall be appointed by the Board of Directors. The Board of Directors may, likewise, by vote or written consent by a majority of the whole Board, remove or replace one or more members of any such Committee, at any time other than those members appointed by the Declarant to the Design Review Committee. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute or the Charter.

5.10. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present; or by the president thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

5.11. Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

5.12. **Managing Agents.** The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to **Park Run Homeowners' Association, Inc.** as the Board of Directors shall authorize; and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of **Park Run Homeowners' Association, Inc.** which are not by statute, the Master Deed, the Charter or these By-Laws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE 6: NOTICE

6.01. **Method** Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mails as aforesaid.

6.02. **Waiver.** Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7: OFFICERS

7.01. **Number; Titles.** The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary and a treasurer. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

7.02. **Election.** The Board of Directors at its first meeting after each annual meeting of Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board.

7.03. **Other Officers:** The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.04. **Salaries.** The salaries of all officers of the corporation, if any, shall be fixed by the Board of Directors.

7.05. **Term of Office; Removal.** Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal

shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer become vacant for any reason, the vacancy may be filled by the Board of Directors.

7.06. President. The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.

7.07. Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be.

7.08. Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE 8: DELEGATE

8.01. Election of a Delegate. As provided for in Sections 4.5 and 4.6 of the Master Declaration of record in Book 1649, page 349, Register's Office for Williamson County, TN, the Members of **Park Run Homeowners' Association, Inc.** shall have the right to elect one (1) delegate to the Master Association. Such election shall take place at the annual meeting of the Members of the corporation, as herein provided in Section 4.02.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.01. Reserves. There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of **Park Run Condominiums**, or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

9.02. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

9.03. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

9.04. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

9.05. Indemnification. The corporation shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him; and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse to any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

9.06. Inconsistencies. In the event these By-Laws shall be inconsistent with the Master Deed, then the Master Deed shall be controlling.

9.07. Amendment of By-Laws. These By-Laws may be amended by the Declarant, without joinder of the Members, for a period of ten (10) years from the date of recordation of the Master Deed or from the date of recordation of any Supplemental Declarations thereto, whichever shall be later. Thereafter, these By-Laws may be amended by the affirmative vote of at least two-thirds (2/3) of the Members qualified to vote. Notwithstanding the foregoing for so long as the Declarant maintains its weighted vote as described in paragraph 4.4 of the Master Deed, any and all amendments to these By-Laws shall be subject to the veto of the Veteran's Administration or the Federal Housing Administration.

9.08. Table of Contents; Headings. The table of contents and headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

Pick Up



BK: 4593 PG: 437-438

08026300

2 PGS: AL - RESTRICTIONS	
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TRN TAX	0.00
REG FEE	0.00
DP FEE	10.00
REG FEE	2.00
TOTAL	12.00
STATE OF TENNESSEE - WILLIAMSON COUNTY	
REGISTER OF DEEDS	
SADIE WADE	

THIS INSTRUMENT PREPARED BY:

Jennifer S. Dunlap, Attorney
7101 Executive Center Drive, Suite 151
Brentwood, Tennessee 37027

SUPPLEMENT TO MASTER DEED AND BY-LAWS
FOR PARK RUN CONDOMINIUMS

ANNEXATION OF PHASE TWO

26th This Supplement to Master Deed and By-Laws for Park Run Condominiums made this day of June, 2008, by The Jones Company of Tennessee, L.L.C. (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant owns certain real property in Franklin, Williamson County, Tennessee, which is being developed as a horizontal property regime known as Park Run Subdivision. That property is subject to the Master Deed and By-Laws for Park Run Condominiums, of record in Book 4137, page 425, as amended in Book 4582, page 807, Register's Office for Williamson County, Tennessee (hereinafter referred to collectively as the "Master Deed").

B. Pursuant to Section 20 of the Master deed, Declarant has the unilateral right to amend to the provisions of the Master Deed (i) to correct clerical errors, ambiguities and inconsistencies and make other clarifications, (ii) to adjust boundary lines where necessary for clarification, or (iii) to reflect accurate surveys, (iv) to reflect the actual location and/or areas of the Units as built, (v) to conform to the requirements of any law or any governmental or quasi-governmental agency or body having legal jurisdiction over the Property, or the requirements of any insurance company or insurance underwriting office or organization, or (vi) to qualify the Property or any Units and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency, including without limitation the U.S. Department of Housing and Urban Development, Federal Housing Administration, Veterans Administration or the Federal National Mortgage Association.

NOW, THEREFORE, Declarant amends the Master Deed as follows:

1. The Master Deed is amended to annex the real property shown as Phase 2 of Park Run Condominiums containing 36 units and further described in Exhibit "A", attached hereto and incorporated herein by reference, in accordance with the terms of Section 20 of the Master Deed.
2. All references to the "Property" in the Master Deed shall be deemed amended to include the real property described in paragraph 1 above.

IN WITNESS WHEREOF, this Supplement to The Master Deed and By-Laws for Park Run Condominiums has been executed by Declarant as of the day and year first above written.

THE JONES COMPANY OF TENNESSEE,
L.L.C.

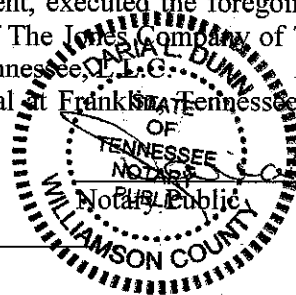
By:

Richard Chapman, President

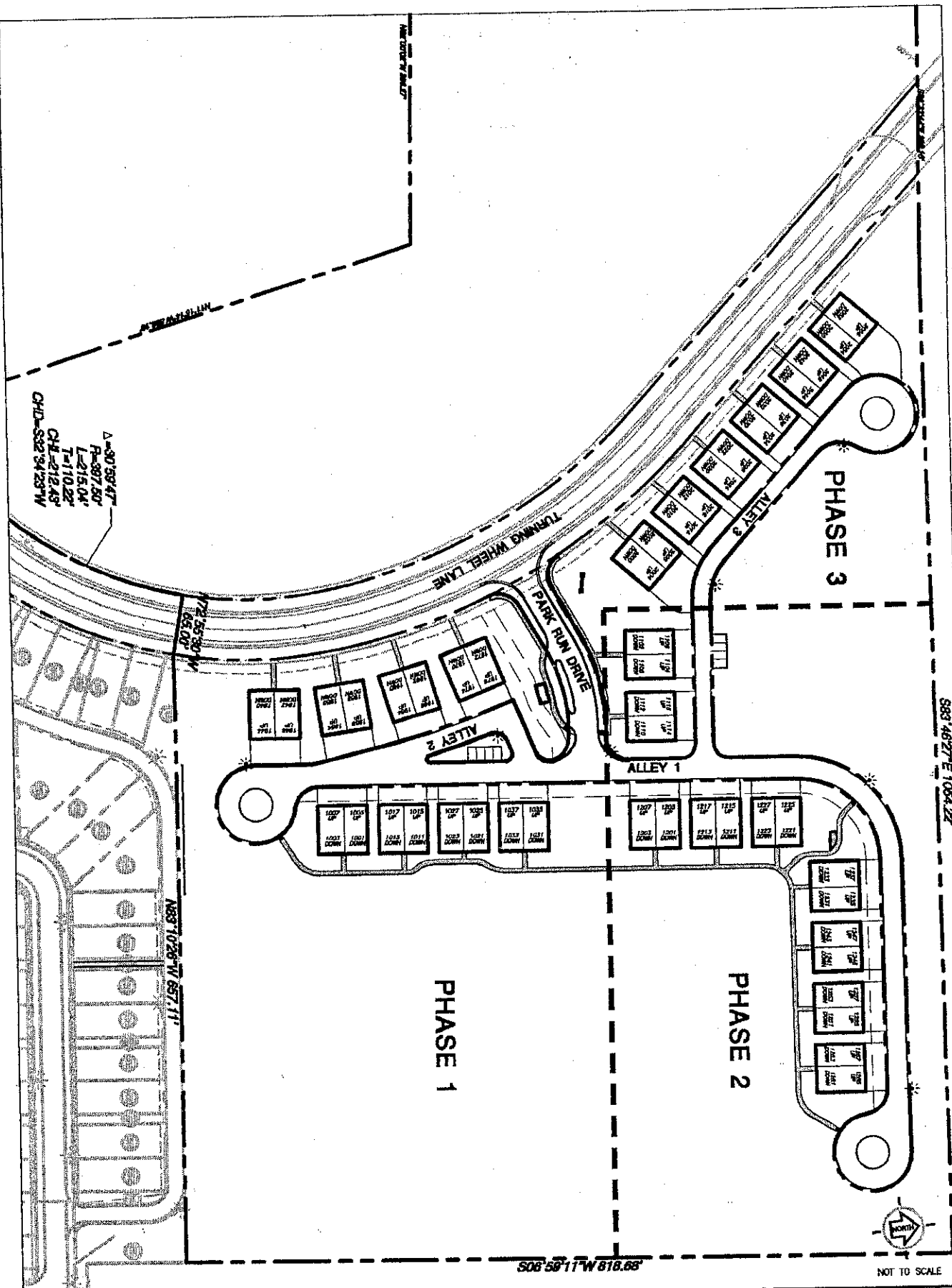
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Richard Chapman; with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of The Jones Company of Tennessee, L.L.C., the within named bargainer, a limited liability company, and he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of The Jones Company of Tennessee, L.L.C., by himself as President of The Jones Company of Tennessee, L.L.C.

Witness my hand and official seal at Franklin, Tennessee, this the 26th day of June, 2008.



My Commission Expires: 1-17-10



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 $R=397.80'$
 $L=215.04'$
 $T=110.22'$
 $CH=212.45'$
 $CHD=32.3423'$

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$S08.5811'W$
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$S83.4627'E$
 $1084.22'$

NOT TO SCALE

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 818 WOODLAND ST. P.O. BOX 80070 NASHVILLE, TN 37208
 (615) 244-6661 FAX (615) 244-6739 WWW.RAGANSMITH.COM

McKAYS MILL P.U.D. SUBDIVISION
PARK RUN AREA
PHASE EXHIBIT

8th CIVIL DISTRICT
 CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

DRAWN BY: R.H.H.	DATE: 11/03/06	APPROVED BY: B.L.H.	JOB NO.: 97-013	W.O. 5425
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BOOK 4593 PAGE 438

47
Southland

THIS INSTRUMENT PREPARED BY:

Jennifer S. Dunlap, Attorney
7101 Executive Center Drive, Suite 151
Brentwood, Tennessee 37027

09023951	
RESTRICTIONS	
05/27/2009	09:07 AM
BATCH	150054
MTG TAX	0.00
TRN TAX	0.00
REC FEE	10.00
DP FEE	2.00
REG FEE	0.00
TOTAL	12.00

SUPPLEMENT TO MASTER DEED AND BY-LAWS
FOR PARK RUN CONDOMINIUMS

ANNEXATION OF PHASE THREE

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

This Supplement to Master Deed and By-Laws for Park Run Condominiums made this 21st day of May, 2009, by The Jones Company of Tennessee, L.L.C. (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant owns certain real property in Franklin, Williamson County, Tennessee, which is being developed as a horizontal property regime known as Park Run Subdivision. That property is subject to the Master Deed and By-Laws for Park Run Condominiums, of record in Book 4137, page 425, as amended in Book 4582, page 807, Register's Office for Williamson County, Tennessee (hereinafter referred to collectively as the "Master Deed").

B. Pursuant to Section 20 of the Master deed, Declarant has the unilateral right to amend to the provisions of the Master Deed (i) to correct clerical errors, ambiguities and inconsistencies and make other clarifications, (ii) to adjust boundary lines where necessary for clarification, or (iii) to reflect accurate surveys, (iv) to reflect the actual location and/or areas of the Units as built, (v) to conform to the requirements of any law or any governmental or quasi-governmental agency or body having legal jurisdiction over the Property, or the requirements of any insurance company or insurance underwriting office or organization, or (vi) to qualify the Property or any Units and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency, including without limitation the U.S. Department of Housing and Urban Development, Federal Housing Administration, Veterans Administration or the Federal National Mortgage Association.

NOW, THEREFORE, Declarant amends the Master Deed as follows:

1. The Master Deed is amended to annex the real property shown as Phase 3 of Park Run Condominiums and further described in Exhibit "A", attached hereto and incorporated herein by reference, in accordance with the terms of Section 20 of the Master Deed.

2. All references to the "Property" in the Master Deed shall be deemed amended to include the real property described in paragraph 1 above.

IN WITNESS WHEREOF, this Supplement to The Master Deed and By-Laws for Park Run Condominiums has been executed by Declarant as of the day and year first above written.

THE JONES COMPANY OF TENNESSEE,
L.L.C.

By: [Signature]
Richard Chapman, President

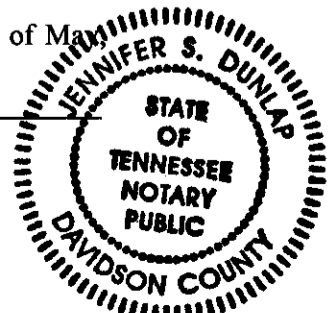
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

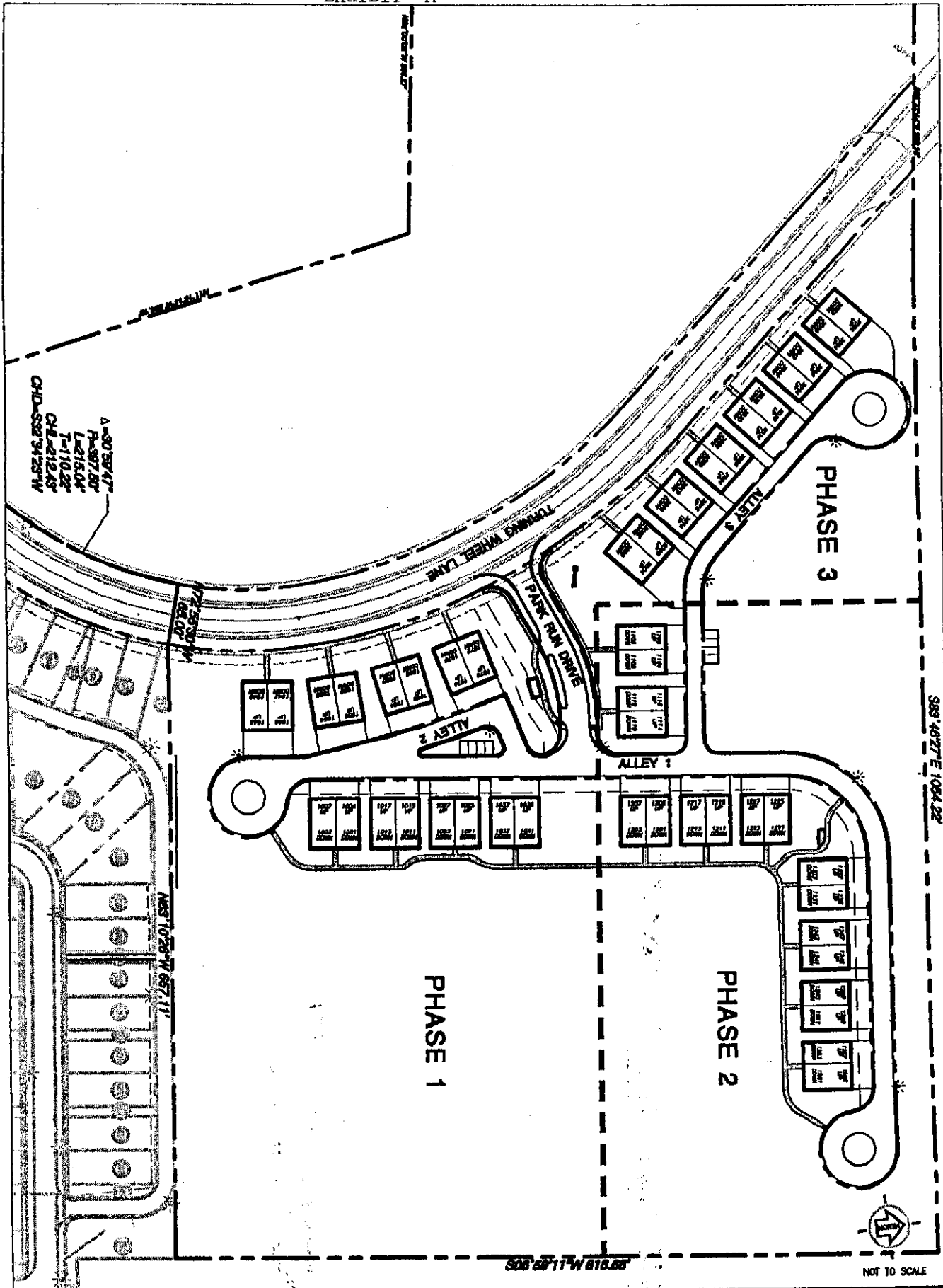
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Richard Chapman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of The Jones Company of Tennessee, L.L.C., the within named bargainor, a limited liability company, and he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of The Jones Company of Tennessee, L.L.C., by himself as President of The Jones Company of Tennessee, L.L.C.

Witness my hand and official seal at Franklin, Tennessee, this the 21st day of May, 2009.

[Signature]
Notary Public

My Commission Expires: 9/19/09





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(615) 844-8881 FAX (615) 844-8788 WWW.RAGANSMITH.COM

**McKAYS MILL P.U.D. SUBDIVISION
PARK RUN AREA
PHASE EXHIBIT**

**8th CIVIL DISTRICT
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE**

DRAWN BY: R.H.H.

DATE: 11/03/08

APPROVED BY: B.L.H.

JOB NO.: 97-013

W.O. 5425

08024077

RESTRICTIONS	
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TRN TAX	0.00
REC FEE	10.00
DP FEE	2.00
REG FEE	0.00
TOTAL	12.00

THIS INSTRUMENT PREPARED BY:

Jennifer S. Dunlap, Attorney
7101 Executive Center Drive, Suite 151
Brentwood, Tennessee 37027

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

Pick Up

FIRST AMENDMENT TO MASTER DEED AND BY-LAWS
FOR PARK RUN CONDOMINIUMS

This First Amendment to Master Deed and By-Laws for Park Run Condominiums is made this 11th day of June, 2008, by The Jones Company of Tennessee, L.L.C., a Missouri limited liability company (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant owns certain real property in Franklin, Williamson County, Tennessee, which is being developed as a horizontal property regime known as Park Run Condominiums. That property is subject to the Master Deed and By-Laws of Park Run Condominiums of record in Book 4137, page 425, Register's Office for Williamson County, Tennessee (hereinafter referred to collectively as the "Master Deed").

B. A Phase Exhibit indicating the phase number and placement of the condominiums was attached to the Master Deed.

C. Declarant has made changes to the Phase Exhibit.

NOW, THEREFORE, Declarant amends the Master Deed as follows:

The Phase Exhibit attached to the Master Deed is hereby replaced with the Phase Exhibit attached hereto.

IN WITNESS WHEREOF, this First Amendment to Master Deed and By-Laws for Park Run Condominiums has been executed by Declarant as of the day and year first above written.

THE JONES COMPANY OF TENNESSEE,
L.L.C.

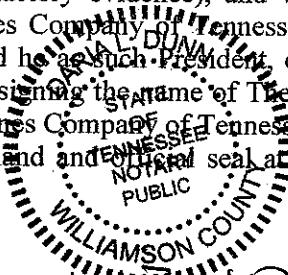
By:

Richard Chapman
Richard Chapman, President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

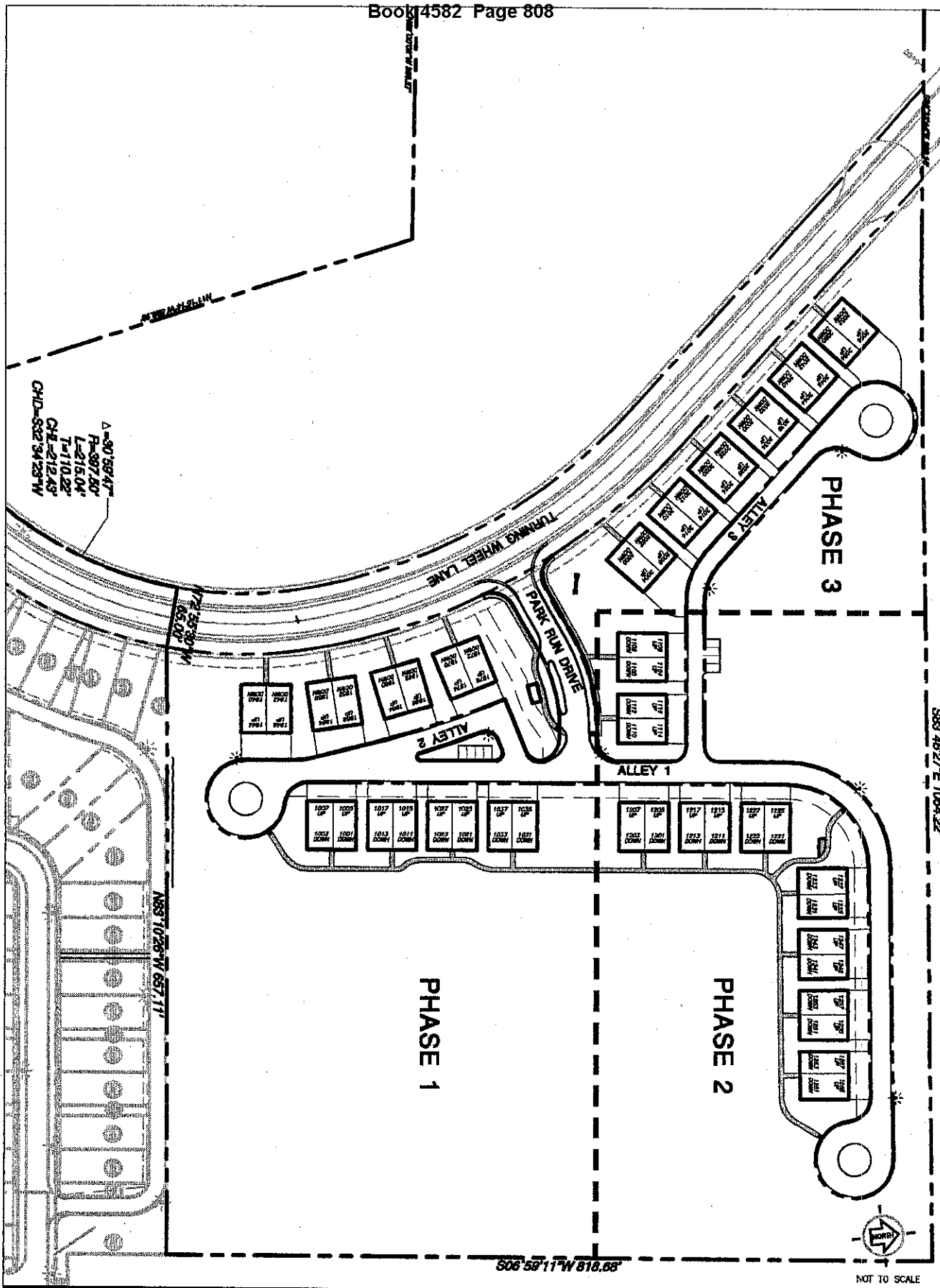
Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Richard Chapman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of The Jones Company of Tennessee, L.L.C., the within named bargainor, a limited liability company, and he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of The Jones Company of Tennessee, L.L.C., by himself as President of The Jones Company of Tennessee, L.L.C.

Witness my hand and official seal at Franklin, Tennessee, this the 11th day of June, 2008.



Jennifer S. Dunlap
Notary Public

My Commission Expires: 11/17/10



Δ -80°59'47"
 P-897.60'
 L-213.04'
 T-1°10.22'
 CHL-212.43'
 CHD-832°34'23"W

883°46'27"E 1004.22'

506°58'11"W 818.68'



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 (615) 244-8501 FAX (615) 244-8736 WWW.RAGANSMITH.COM

**McKAYS MILL P.U.D. SUBDIVISION
 PARK RUN AREA
 PHASE EXHIBIT**

8th CIVIL DISTRICT
 CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

DRAWN BY: R.H.H.	DATE: 11/03/06	APPROVED BY: B.L.H.	JOB NO.: 97-013	W.O. 5425
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THIS INSTRUMENT PREPARED BY:

Jennifer S. Dunlap, Attorney
7101 Executive Center Drive, Suite 151
Brentwood, Tennessee 37027

SECOND AMENDMENT TO MASTER DEED AND BY-LAWS
FOR PARK RUN CONDOMINIUMS

This Second Amendment to Master Deed and By-Laws for Park Run Condominiums is made this 26 day of March, 2012, by The Jones Company of Tennessee, L.L.C., a Missouri limited liability company (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant owns certain real property in Franklin, Williamson County, Tennessee, which is being developed as a horizontal property regime known as Park Run Condominiums, and is subject to the Master Deed and By-Laws of Park Run Condominiums of record in Book 4137, page 425, Register's Office for Williamson County, Tennessee (hereinafter referred to collectively as the "Master Deed").

WHEREAS, pursuant to Section 20 of the Master Deed, the Master Deed may be amended by Declarant "to qualify the Property or any Units and improvements thereon for mortgage or improvement loans made, insured or guaranteed by a governmental agency, including without limitation the U.S. Department of Housing and Urban Development, Federal Housing Administration, Veterans Administration or the Federal National Mortgage Association." and

WHEREAS, Declarant desires to amend certain language in the Master Deed relating to the Lease of a Unit for the purpose listed above.

NOW, THEREFORE, Declarant amends the Master Deed as follows:

Declarant hereby declares that the language contained in Section 18(n), is hereby deleted in its entirety and the following language is substituted:

(n) Lease of a Unit. No Unit, or interest therein, shall be leased by a Unit Owner except by a written lease. The tenant under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights and obligations of the Master Deed and the lease shall expressly so provide. Each lease must require a tenant to acknowledge receipt of, and acceptance of compliance with, the Master Deed. Failure to comply with the Master Deed shall be a default under such lease. No Unit Owner may lease less than the entire Unit, nor lease the Unit for transient or hotel purposes. A copy of all such leases must be furnished to the Board. NO MORE THAN TWENTY-FIVE PERCENT (25%) OF THE TOTAL NUMBER OF UNITS SUBJECT TO THE MASTER DEED MAY BE RENTED OR LEASED AT ANY ONE TIME.

Southland

IN WITNESS WHEREOF, this Second Amendment to Master Deed and By-Laws for Park Run Condominiums has been executed by Declarant as of the day and year first above written.

THE JONES COMPANY OF TENNESSEE, L.L.C.

By: [Signature]
Richard Chapman, President

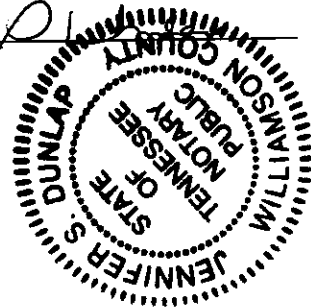
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Richard Chapman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of The Jones Company of Tennessee, L.L.C., the within named bargainer, a limited liability company, and he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of The Jones Company of Tennessee, L.L.C., by himself as President of The Jones Company of Tennessee, L.L.C.

Witness my hand and official seal at Franklin, Tennessee, this the 26 day of March, 2012.

[Signature]
Notary Public

My Commission Expires: 9/23/13



BK: 5543 PG: 462-463
12011816



2 PGS : AL - RESTRICTIONS	
JESSICA BATCH: 248436 03/28/2012 - 08:51 AM	
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ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE

mail:
PREPARED BY AND RETURN TO:
WILLIAM E. MILLER & ASSOCIATES
ATTORNEYS AT LAW
1804 WILLIAMSON COURT, SUITE 104
BRENTWOOD, TN 37027

**FIRST AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS AND OWNERS
ASSOCIATION FOR MCKAY'S MILL**

The Delegates of the Subassociations that comprise the McKay's Mill Master Association, having met on December 21, 2011, have voted, pursuant to Article XI, Section 11.4 to amend the Declaration of Protective Covenants and Owners' Association for McKay's Mill. The Developer joins in this amendment for the sole purpose of approving the amendment.

Article II, Section 2.31 of the Declaration of Protective Covenants and Owners' Association for McKay's Mill, of record at Book Book 1649, Page 349, as amended, shall be deleted in its entirety and replaced with the following provision:

"2.31 Master Association Properties. "Master Association Properties" shall mean:

- a) All real and personal property, including improvements, now or hereafter owned by the Master Association;
- b) All real and personal property with respect to which the Master Association holds an easement for the use, care or maintenance thereof;
- c) All real and personal property held for the common use and enjoyment of all of the Owners as provided herein and/or for other purposes as may be permitted by this Declaration;
- d) All land from the road to the fence and any median strip of land within the right-of-way of the main thoroughfares of Liberty Pike, Oxford Glen Drive, Turning Wheel Lane (from Liberty Pike to the northern boundary of McKay's Mill Master Association Area) and Market Street;
- e) The three traffic circles within the Master Association located at Liberty Pike and Turning Wheel Lane, Liberty Pike and Oxford Glen Drive and Market Street and Habersham Way;
- f) The three retention lakes located in Longmont, Market Street and at Red Trail Dam;
- g) All walking trails within the Master Association;
- h) Two Monuments for the Master Association, known as the Oxford Glen Drive and Clovercroft Road Entrance Monument and the Players Mill Road and McEwen Drive Entrance Monument."

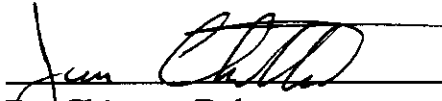
IN WITNESS WHEREOF, this First Amendment of the Declaration of Protective Covenants and Owners' Association for McKay's Mill has been executed by the Delegates and the Developer as of the day and year first above written.

For the Subassociation McKay's Mill Single Family Subassociation, Inc.

Total Votes: 1,111

Votes Yes: 1,111

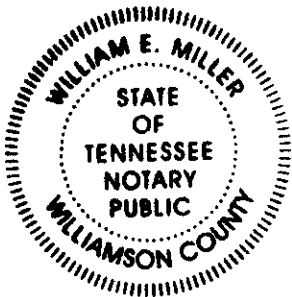
Votes No: 0

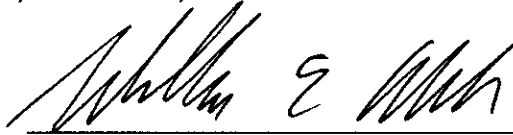

Jim Chittum, Delegate

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, William E. Miller, Notary Public, of the state and county mentioned, personally appeared Jim Chittum, 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 Delegate of the McKay's Mill Single Family Subassociation, Inc., the within named bargainor, a corporation, and that such Delegate as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Delegate.

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




Notary Public

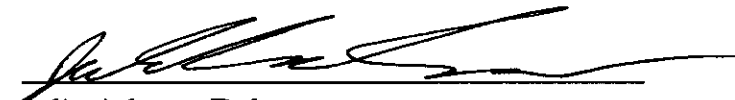
My commission expires: 12-10-2012

For the Villas of Montgomery Place HOA, Inc.

Total Votes: 132

Votes Yes: 132

Votes No: 0


Julie Adams, Delegate

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, William E. Miller, Notary Public, of the state and county mentioned, personally appeared Julie Adams, 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 Delegate of the Villas of Montgomery Place HOA, Inc., the within named bargainor, a corporation, and that such Delegate as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Delegate.

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



William E. Miller

Notary Public

My commission expires: 12-10-2012

For Park Run Homeowners Association, Inc.

Total Votes: 92 Votes Yes: 92 Votes No: 0

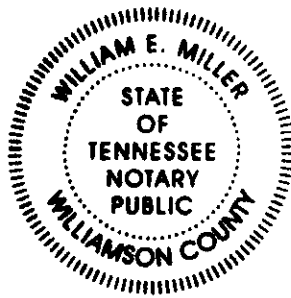
Dan Scott

Dan Scott, Delegate

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, William E. Miller, Notary Public, of the state and county mentioned, personally appeared Dan Scott, 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 Delegate of the Park Run Homeowners Association, Inc., the within named bargainor, a corporation, and that such Delegate as such, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Delegate.

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



William E. Miller

Notary Public

My commission expires: 12-10-2012

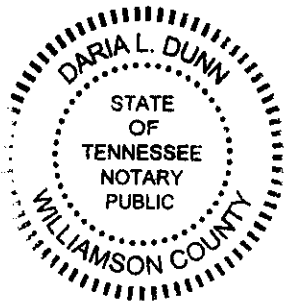
For the Jones Land Company, LLC

[Signature]

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Perry Pratt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the Director of Operations of the Jones Land Company, LLC, the within named bargainor, a limited liability company, and that he or she as such Director of Operations, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself or herself as Director of Operations.

Witness my hand and seal, this 24th day of December, 2011.



Daria L. Dunn
Notary Public

My commission expires: 12-8-13

BK: 5517 PG: 729-732
12007255

4 PGS : AL - RESTRICTIONS	
KELLY BATCH: 244914	02/24/2012 - 02:55 PM
BATCH	244914
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS