

**AMENDED AND RESTATED MASTER DEED OF FOREST OAKS II
(A Condominium Regime with Real Estate)**

This Supplement and Amendment to the Master Deed of Forest Oaks, II is made and entered into by and between all Owners of family units in Forest Oaks II, hereafter referred to as the “Unit Owner” and the Forest Oaks II Homeowner’s Association, hereinafter referred to as the “Association”, (collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, the heretofore referenced “Parties” represent the parties with legal and equitable ownership interests in and to certain property situated in the 13th Civil District of Murfreesboro, Rutherford County, Tennessee (“Property”) and more particularly described on Exhibit “A” attached hereto; and

WHEREAS, the Property has been dedicated to a “Horizontal Property Regime” known as Forest Oaks II by Master Deed of record in Deed Book 292, page 157, of the Register’s Office of Rutherford County, Tennessee; and

WHEREAS, the Master Deed has been amended in Deed Book 307, page 770 and as amended in Deed Book 341, page 654 page of the Register’s Office of Rutherford County, Tennessee; and

WHEREAS, By-Laws have previously been placed of record in Deed Book 292, page 172 and as amended in Deed Book 638, page 684, Record Book 154, page 1794, Record Book 677, page 3784, Record Book 976, page 2706, Record Book 1383, page 3711, Record Book 1390, page 1306, and Record Book 1444, page 2584 of the Register’s Office of Rutherford County, Tennessee; and

WHEREAS, the Parties desire to amend and restate the Master Deed and By-Laws by recording this Amended and Restated Master Deed, together with the By-Laws attached hereto as Exhibit “B” and together with the plat of record in Plat Book 8, page 6, Plat Book 8, Page 63, Plat Book 8, Page 179, and Plat Book 9, Page 152 attached hereto as Exhibit “C” (both of which are incorporated herein by reference and made a part hereof) to establish the Property together with the improvements located thereon and the appurtenances thereto, as a condominium regime with Real Estate under the provisions of the Tennessee Condominium Act of 2008, as amended hereafter and referred herein as to the “Act”.

WHEREAS, the Parties desire to establish for their own benefit and for the benefit of all future owners and occupants of the Property or any portion thereof, certain rights, privileges and easements in, over and upon the Property, and to this end, desire to subject the Property to certain mutually beneficial covenants, restrictions, obligations, easements, charges and liens for the purpose of enhancing and protecting the value of this condominium regime, its desirability and attractiveness as well as the proper use, conduct and maintenance of the Property or any part thereof.

NOW THEREFORE, the Parties do upon the recording hereof, amend and restate Forest Oaks II as a Condominium under the Act and do declare that both the prior Master Deed and prior By-Laws are now void and superseded by this Amended and Restated Master Deed and that all of the Property shall be held, conveyed, hypothecated, encumbered occupied, improved, sold or in any other manner utilized, subject to the provisions of the Act and to the covenants, easements, restrictions, covenants, uses, limitations and affirmative obligations set forth in this Amended and Restated Master Deed and Exhibits “A” “B” and “C” hereto, which are for the purposes of protecting the value and desirability of the Property, which shall be deemed to run with the land and shall be a burden and a benefit to the land and shall be binding on all parties having any right, title and interest in the Property or any part thereof, their heirs, successors, successors-in-title and assigns and shall inure to the benefit of each Owner of the Property.

ARTICLE I. DEFINITIONS

The terms of this Amended and Restated Master Deed and By-Laws shall be construed to have their ordinary generally accepted meanings unless otherwise specifically defined herein or in the By-Laws. In addition, the following definitions shall apply:

1. “Act” shall mean and refer to the “Tennessee Condominium Act of 2008” of the State of Tennessee located at Tennessee Code Annotated, Section 66-27-201, 301, 401 and 501 et seq., as the same may be amended from time to time.

2. “Association” shall mean and refer to the Forest Oaks II Homeowners Association, a Tennessee not-for-profit corporation.

3. “Board of Directors” and/or “Board” shall mean and refer to the body, regardless of name, designated in the Horizontal Property Declaration to act on behalf of the Association.

4. “By-Laws” shall mean and refer to the By-Laws of the Association attached hereto as Exhibit “B” and made a part hereof, as same may be amended from time to time. For purposes of the Act, all provisions contained in the body of this Horizontal Property Declaration dealing with the administration and maintenance of the Development Property and other matters which the Act provides for are to be dealt with by the By-Laws shall be deemed to be part of the By-Laws.

5. “Common Elements” shall mean all real and personal property that the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

a. The land, devices, improvements, structures, installations or any other elements or part of the Development Property that are rationally for the common use and benefit of all Unit Owners or necessary to the existence, upkeep and safety of the condominium regime established by this Horizontal Property Declaration.

- b. All foundations, roofs, exterior walls, bearing walls and columns.
- c. All other elements of any Building desirable or rationally of common use or necessity to its existence, upkeep or safety.
- d. All yards, gardens and landscaping, except as otherwise provided herein.
- e. All compartments or installations of central services such as power, light, gas, water, sewer, telephone, cable television, including master meters, and the like on the Development Property and rationally for the common use and benefit of all Unit Owners.
- f. All roads, driveways, access roads, walkways, sidewalks, trails, paths, parking areas, open spaces and entrances and exits for ingress and egress to and from and over and across the Development Property and to and from the Units; provided, however, that the term “roads” as used herein shall mean and refer only to private roads serving the Property and not to any roads that have been publicly dedicated to and accepted by any governmental body on the Property.
- g. All improvements, devices or installations existing for the common use and benefit of the Unit Owners.
- h. Any common walls or fences.

6. “Common Expense” shall mean and refer to any and all expenses, actual or anticipated, and/or other financial liabilities of the Association together with the proper allocation to reserves for the Association in connection with the administration and operation of the condominium regime established hereby; the maintenance and repair of the Common Elements, Limited Common Elements and any and all replacements and additions there; and the enforcement and compliance with the Act, this Amended and Restated Master Deed and the By-Laws.

7. “Delinquency Interest Rate” shall mean an annual interest rate established by the Board from time to time; provided, however, in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest allowed to be charged under applicable law as amended from time to time.

8. “General Assessment” shall mean and refer to any assessment, annual or any other Common Expense or charge by the Association against one or more Units owned by a Unit Owner, including reasonable attorney’s fees and costs incurred in the enforcement thereof and interest thereon to the extent authorized by law and the provisions hereof.

9. “Impositions” shall mean and refer to any assessment, annual or special, or any other Common Expense or charge by the Association against one or more Units owned by a Unit Owner, including reasonable attorney’s fees and costs incurred in the

enforcement thereof and interest thereon to the extent authorized by law and the provisions hereof.

10. "Limited Common Elements" shall mean and refer to Common Elements and other fixtures lying partially within and partially outside the designated boundaries of a Unit, any portion thereof serving any Unit or Units to the exclusion of the other Units, the enjoyment, benefit and use of which is reserved exclusively to the Unit Owner(s) of such Unit(s) pursuant to this Amended and Restated Master Deed, any Plat or otherwise designated as such by the Board of Directors. Without limiting the generality of the foregoing, such Limited Common Elements include pipes, ducts, chutes, flues, wiring, conduit, walls, partitions, columns, utility meter, water heater, condensing units, HVAC equipment, shutters, awnings, window boxes, window frames and screens, door and door frames, window and door glass panes, doorsteps, stoops as well as porches, patios and balconies, if any.

11. "Member" shall mean and refer to any Person(s) that shall be a Unit Owner, and as such, shall be a Member of the Association.

12. "Mortgage" shall mean and refer to a mortgage, deed of trust, deed to secure debt or other security deed.

13. "Mortgagee" shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution, pension fund, beneficiary or holder of a mortgage, deed of trust, deed to secure debt or other security deed which is the record holder of a recorded Mortgage encumbering one or more Units of property within the Property, and which has given written notice of its Mortgage to the Association.

14. "Owner" shall mean and refer to any one (1) Person who holds the record title to any Lot that is part of the Properties.

15. "Person" shall mean and refer to a natural person, as well as a trust holding title to real property. The use of the masculine pronoun shall include neuter and feminine references as applicable, and use of the singular shall include the plural where the context so requires.

16. "Real Estate" shall mean and refer to a Unit Owner's interest in, over and under land upon which a Unit is located as bound by the exterior perimeter of the Unit as further depicted on Exhibit "A" attached hereto and made a part hereof, exclusive of any Common Elements or Limited Common Elements located thereon. Exclusive ownership in fee simple and exclusive use of the Real Estate appurtenant to each Unit is reserved to such Unit.

17. "Recording" shall mean and refer to the recording of an instrument in the Register's Office for Rutherford County, Tennessee.

18. "Rules and Regulations" shall mean and refer to the rules and regulations concerning the use of the Units, Real Estate and the Common Areas, as adopted by the

Board in accordance with this Amended and Restated Master Deed and By-Laws from time to time.

19. “Special Assessments” shall mean additional assessments of Unit Owners made from time to time by the Board pursuant to this Amended and Restated Master Deed and the By-Laws.

20. “Unit” shall mean and refer to the individually numbered portion of any Building, designed and built for use and occupancy as a residence and intended for independent ownership, which is not owned in common with any other Unit Owner. The boundaries of each Unit shall be the interior unfinished surfaces of the structural materials and Improvements (e.g. flooring, ceiling and walls) enclosing such living space on the Property. Any Unit may be jointly or commonly owned by more than one Person.

21. “Unit Owner” shall mean and refer to the Person(s) whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, its real estate, the Limited Common Elements appurtenant thereto and of the undivided percentage of ownership interest in the Common Elements. “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. Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

22. “Vote” shall mean and refer to the vote in the affairs of the Association to which each Member is entitled, as further set forth herein.

ARTICLE II. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Owners’ Association. Pursuant to Tenn. Code Ann. § 66-27-401, an Association having the name Forest Oaks II Homeowners Association, Inc., a Tennessee not-for-profit corporation, 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 Amended and Restated Master Deed and the By-Laws. The Amended and Restated By-Laws for the Association shall be the By-Laws attached to this Amended and Restated Master Deed as Exhibit “B” and made a part hereof. The Board shall be elected and serve in accordance with the provisions of the Amended and Restated Master Deed and the By-Laws. 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 the Act, this Amended and Restated Master Deed, the By-Laws and the Rules and Regulations.

2. Membership. 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.

3. Common Element Ownership. Consistent with Tenn. Code Ann. § 66-27-307, *et seq.*, each Unit is hereby allocated an undivided percentage of ownership interest in the Common Elements, which percentage shall be the result of the following formula: a fraction, the numerator of which shall be equal to the number 1 and the denominator of which is the total number of Units shown on the recorded Plat for the Association as may be amended from time to time. The Common Elements shall be owned by the Unit Owners as tenants-in-common in accordance with the percentage of ownership interest allocated to each Unit. The ownership of a Unit shall not be conveyed, encumbered, judicially sold or otherwise voluntarily or involuntarily transferred separate from the undivided ownership in the Common Elements appurtenant to such Unit, and any such purported transaction is void. 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.

4. Voting. The voting rights of the Members shall be appurtenant to their ownership of a Unit(s). Each Member shall be entitled to cast a single vote for each Unit owned by such Member. When two or more Persons hold an interest in a Unit, all such Persons shall be Members; but the Vote attributable to such Unit shall be exercised by one of such Persons as proxy and nominee for all such Members, and in no event shall more than one (1) Member be entitled to cast the Vote attributable to such Unit. Furthermore, the Person dealing with the Property shall not have any duty to inquire as to the authorization of the Member casting the Vote for a Unit, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Unit.

5. Voting Rights. Any Member who is delinquent in the payment of any Common Expense, Imposition or other charge duly levied by the Association against any Unit(s) owned by such Member, shall not be entitled to Vote until all such Common Expenses, Impositions and charges, including reasonable penalties, interest and costs of collection, as the Board may impose or incur, have been paid to the Association. In addition, the Board may suspend the right of such Member to use the Common Elements or any other amenities or facilities or services of the Association until such delinquency is cured. The forgoing rights of the Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay Common Expenses, Impositions and other duly levied charges.

6. Manner of Voting. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice Votes, ballot Votes or other manners of voting and any regulation of the solicitation of Votes or proxies.

7. Board of Directors. The Members shall elect the Board of Directors at the annual meeting of the Members. The Board must be comprised of at least five (5) Members who must be Unit Owners. The Board of Directors shall elect the officers of the Association.

8. Director Removal. Consistent with Tenn. Code Ann. § 66-27-403(f), notwithstanding any provision to the contrary in this Amended and Restated Master Deed or the By-Laws, any member of the Board of Directors may be removed with or without cause by two-thirds (2/3) of the Members present and entitled to Vote at any meeting of the Members at which a quorum is present.

9. Management of Property. The Board of Directors 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 and to manage the affairs of the Association to the extent deemed advisable by the Board of Directors. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association funds, and the cost of such services shall be a Common Expense of the Association.

10. Non-Liability of Board and Officers. To the extent permitted by law, neither the Board nor officers of the Association shall be personally liable to Unit Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

11. Binding Determination. In the event of any dispute or disagreement between any Unit Owners relating to the Property; or the use, right to use or maintenance of any Common Element; or any other questions or interpretation or application of the provisions of this Amended and Restated Master Deed, the By-Laws or any Rule or Regulation, the determination of the Board shall be final and binding on each and all Unit Owners.

ARTICLE IV. COMMON EXPENSES AND ENFORCEMENT

1. Common Expenses. Each Unit Owner, by acceptance of a deed therefore and commencing with the date of ownership of his Unit, is deemed to covenant and shall pay his proportionate share of the Common Expenses, which are to be assessed at least annually based upon a budget adopted at least annually by the Board, as well as any imposition or other duly levied charge of the Association. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses, Impositions and other duly levied charges of the Association by waiver or non-use of enjoyment of the Common Elements or by abandonment of his Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Common Expenses, Impositions or other duly levied charges on a specified Unit have been paid. A properly executed certificate of the Association as to the status of the Common Expenses, Impositions or other duly levied

charges on a Unit is binding upon the Association as of the date of its issuance. Notwithstanding the foregoing, if the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

2. Commencement and Allocation. The Board shall set the time and manner by which the Common Expenses, Impositions or other duly levied charges are paid. Written notice of the Common Expenses, any Imposition and other duly levied charges shall be sent to every Unit Owner subject thereto. Except as otherwise set by the Board, all such Common Expenses are payable in monthly installments due on the first day of each month and delinquent as of the fifteenth of the month. Any Impositions or other duly levied charges shall be due as provided on the notice related thereto and shall be deemed delinquent as of the fifteenth day following the due date. Any delinquent Common Expense, Imposition or other duly levied charge shall be subject to a late payment fee of ten percent (10%) of the amount owed per annum until paid.

3. Special Assessments. In addition to the Common Expenses authorized herein, the Board may levy a Special Assessment in any year applicable to that year. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such Special Assessment, and each Unit Owner shall be responsible for paying his share of the Special Assessment. In addition to the foregoing, the Association may levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Real Estate into compliance with the provisions of this Amended and Restated Master Deed, the By-Laws and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member of the non-compliance and the requirements for compliance. Special Assessments shall be due as provided on the notice related thereto and shall be deemed delinquent as of the fifteenth day following the due date. Any delinquent Special Assessment shall be subject to a late payment fee of ten percent (10%) of the amount owed per annum until paid.

4. Working Capital Fund. In addition to the Common Expenses and Special Assessments, the Board may levy a Working Capital Fee and each Unit Owner shall be responsible for paying his share of the Working Capital Fee. Working Capital Fees shall be due as provided on the notice related thereto and shall be deemed delinquent as of the fifteenth day following the due date. Any delinquent Special Assessment shall be subject to a late payment fee of ten percent (10%) of the amount owed per annum until paid. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

a. To fund costs of maintenance of the Common Elements and administration of the Association that cannot be defrayed by assessments.

b. To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

5. Unit Transfer Fee. A Unit transfer fee in the amount of \$250.00, as may be reasonably increased from time to time by the Board, shall be paid to the Association by the buyer or new Unit Owner of such Unit upon any sale or transfer of any Unit, except for transfers by foreclosure.

6. Reserve 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 Amended and Restated Master Deed and the By-Laws shall be established by the Board and funded by the Common Expenses.

7. Use of Common Expenses. The Board shall have the power and authority to levy Assessments and other Impositions against all Members:

a. To promote the recreation, health, safety and welfare of the Unit Owners.

b. To provide for the maintenance, cleaning, painting, repair, replacement of, and additions to the Common Elements.

c. To pay taxes, insurance premiums for hazard insurance for Common Elements and insurance premiums for liability insurance protecting the Board and officers for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

d. To pay bills, if any, related to the management of the affairs and maintenance of the Association.

e. To pay the fees of any Management Agent that the Association may employ to manage the affairs of the Association.

f. To pay such other reasonable and necessary expenses of the Association required by or reasonably related to effectuating the rights, duties and responsibilities of the Association as provided by the Act, this Amended and Restated Master Deed or the By-Laws.

8. Creation of Lien. Pursuant to Tenn. Code Ann. § 66-27-415, *et seq.* the Association shall have a lien on a Unit for any Common Expense assessment, Special Assessments, Working Capital Fee or Imposition, including fines imposed against the Unit Owner, and such lien may be foreclosed by judicial action and shall have priority as to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of the Amended and Restated Master Deed; (b) a first mortgage or deed of trust recorded before the date on which the Common Expense assessment or Imposition sought to be enforced became delinquent; and (c) liens for real estate taxes and other governmental assessments or charges against the Unit. Pursuant to Tenn. Code Ann § 66-27-412(d), the recording of this Amended and Restated Master Deed

constitutes record notice and perception of the lien, and no further recordation of any claim of lien for Common Expense assessments or Impositions is required. The lien for unpaid Common Expense Assessments, Impositions, Special Assessments, and/or Working Capital Fee is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the date the lien for same becomes effective (i.e. due and unpaid) as provided in Tenn. Code Ann. § 66-27-415(e). Such lien shall bear interest at the Delinquency Interest Rate, together with any reasonable late charge established by the Board and all costs, including reasonable attorney's fees in the collection thereof or in the enforcement of the lien. Such lien may be enforced by suit, judgment and foreclosure.

9. Personal Obligation. The Common Expenses and other Impositions, together with such interest, attorney's fees and costs shall also be the personal obligation of the Person who was the Unit Owner at the time same became due. The Association may bring an action at law against the Unit Owner personally obligated to pay same. If the lien is not paid prior to any sale or transfer of the encumbered Unit, then the lien shall remain against the Unit and shall be payable by the new Unit Owner thereof.

10. No Waiver. No owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by abandonment of the Real Estate. No diminution or abatement or assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or the Board under this Amended and Restated Master Deed or by the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or from any action taken to comply with any law or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant of each Unit Owner.

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

12. Separate Utility Charges. Utility services for Units shall be separately metered, and all utility charges for the Units shall be assessed to and shall constitute the sole responsibility of the respective Unit Owners thereof. In the event that such utility charges are not separately metered and charged to each Unit Owner, but rather are charged on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such utility charges shall be a Common Expense.

ARTICLE V. USE OF COMMON ELEMENTS

1. Common Elements. Each Unit Owner shall have the right and easement to use the Common Elements, except for Real Estate and Limited Common Elements, in common with all other Unit Owners and as may be required for the purposes of access, ingress, egress, use, occupancy and enjoyment of the Unit owned by such Unit Owner.

2. Real Estate. Each Unit Owner shall have the right to the exclusive use and possession of the Real Estate appurtenant to his Unit.

3. 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.

4. Delegation of Rights. Such rights to use the Common Elements, Real Estate and the Limited Common Elements shall extend not only to each Unit Owner but also his family members, invitees, agents, representatives, tenants and licensees.

5. Limitation on Use. The rights to use the Units, Real Estate, Common Elements, Limited Common Elements, the Property or any portion thereof as provided for herein shall be subject to and governed by the provisions of the Act, this Amended and Restated Master Deed, the By-Laws and Rules and Regulations adopted by the Board from time to time.

ARTICLE VI. ALTERATIONS AND IMPROVEMENTS

1. Common Elements. No Unit Owner shall make any alteration, addition or improvement to, or place any Improvement upon the Common Elements, or any portion thereof, without the prior written approval of the Board. The Board may authorize and charge as part of the Common Expenses, any such alteration, addition or improvement made without the written approval of the Board.

2. Units, Real Estate and Limited Common Elements. Unit Owners shall be permitted to make any alteration, addition or improvement to the interior of his Unit without the prior written approval of the Board so long as such alteration, addition or improvement does not impair the structural integrity or mechanical systems as set forth in Tenn. Code Ann. § 66-27-311(1). However, such Unit Owner shall be responsible for any damage to other Units, their Real Estate, the Limited Common Elements attributable thereto, the Common Elements, the Property or any part thereof resulting from such alteration, addition or improvement. Any alteration, addition, improvement or maintenance made by a Unit Owner to the exterior of his Unit, its Real Estate and the Limited Common Elements attributable thereto: (a) shall be in strict conformity with the architectural style and design of the Unit as originally constructed and shall be compatible with other improvements constructed on the Property as determined by the Board in its sole discretion; and (b) shall not be constructed, placed, or maintained on the Property until the Plans and specifications therefore showing the nature, kind, shape, heights, materials, color, location and any other information required by the Board have been submitted to the Board and approved in writing by the Board. The Board shall make the guidelines and procedures available to Unit Owners who seek to make any alteration,

addition or improvement to or upon his Unit, Real Estate or Limited Common Elements and such guidelines and procedures shall be strictly adhered to.

3. Limited Effect of Plan Approval. The approval by the Board of a Unit Owner's Plans for the alteration, addition or improvement to or upon his Unit, Real Estate or Limited Common Elements is not intended to be an approval of the structural stability, integrity or design of a completed improvement, the safety of any component therein, or the compliance thereof with Rutherford County regulatory requirements or any federal, state or local law, regulation or ordinance. This approval by the Board is required solely for the purpose of insuring compliance with the covenants contained herein and to insure the harmonious and orderly architectural and aesthetic development and improvement of the Property. Notice is hereby given to any future Unit Owner, occupant and all invitees and other persons who may from time to time enter such completed improvement that no permission or approval granted by the Board with respect to the construction of any alteration, addition or improvement pursuant to this Amended and Restated Master Deed shall constitute or be construed as an approval of the structural stability, integrity or design of the alteration, addition or improvement, the safety of any component therein or the compliance thereof with Rutherford County, regulatory requirements or any federal, state or local law, regulation or ordinance. As such, no liability shall accrue to the Board or to the Association in the event that any such alteration, addition or improvement shall subsequently prove to be defective or not in compliance with such requirements.

4. No Waiver of Future Approvals. The approval of the Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board shall not be deemed to constitute a waiver of any right to withhold approval as to any similar proposals, plans and specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval.

5. Association. Improvements made and/or work performed by the Association shall not be subject to the provisions of this Article. Notwithstanding anything to the contrary set forth elsewhere in this Amended and Restated Master Deed and the By-Laws, the Association shall not be responsible for the maintenance, repair and replacement of any construction, installation, alterations, additions and improvements not made in compliance with the provisions of this Article.

ARTICLE VII. USE AND OCCUPANCY RESTRICTIONS

1. General. The following restrictions on the use and occupancy of the Property, or any part thereof, are made a part of this Amended and Restated Master Deed to which each Unit Owner shall be subject.

2. Residential Unit. Each Unit shall only be used for residential purposes of a single family. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) keeping his personal business or professional records or accounts; or (ii) 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.

3. Restriction on Leasing. The rental or leasing of a Unit, Real Estate or Limited Common Element or any part thereof is strictly prohibited, and no Unit Owner shall grant any form of leasehold interest in his Unit, Real Estate or Limited Common Element or any part thereof. Notwithstanding the foregoing, a Unit Owner may seek approval of the Board, with good cause shown, to allow a member or members of his family to occupy the Unit in his absence. The determination of the Board shall be final and binding on the Unit Owner.

4. Good Condition and Order. Each Unit Owner shall maintain his Unit, its Real Estate and Limited Common Elements appurtenant thereto in good condition and in good order and repair, at his own expense. Each Unit Owner shall not do or allow anything to be done or kept within his Unit, its Real Estate, the Limited Common Elements or the Common Elements which may increase the cost or cause the cancellation of insurance on other Units, their Real Estate or the Limited Common Elements appurtenant thereto or the Common Elements.

5. Nuisances. No unlawful, noxious or offensive activities shall be carried on or in any Unit, its Real Estate or the Limited Common Elements appurtenant thereto; the Common Elements; or elsewhere within the Property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Unit Owner. Nothing shall be done therein or thereon, which may be or may become a nuisance or which shall in the judgment of the Board cause unreasonable noise and disturbance to others.

6. Unsightly or Unkempt Conditions. There shall not be maintained any plants or animals, devices or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Property. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the Board, shall be located, installed or maintained upon the exterior of any Unit, Real Estate or Limited Common Element. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically. It shall be the responsibility of each Unit Owner and occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his Unit, Real Estate or Limited Common Elements. The Unit, Real Estate and Limited Common Element shall be not be used, in whole or in part, for the storage of any property or thing that will cause the Unit, Real Estate or Limited Common Element to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Unit Owners of surrounding property. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Property. If, in the sole

discretion of the Board, any motor vehicle is considered unsightly or unkempt shall be removed by the Unit Owner upon request of the Board.

7. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on or within the Development Property; except that dogs, cats or other household pets may be kept provided they are confined to the Units, their Real Estate and the Limited Common Elements appurtenant thereto. Pets shall not be permitted to roam free, and if, in the sole discretion of the Board, they endanger the health of Unit Owner and/or their families, make objectionable noise or constitute a nuisance to the Owners of other Units, any pet shall be removed upon request of the Board. No dogs, cats or other household pets shall be kept, bred or maintained for any commercial purposes, and they shall not be kept in such numbers as to become a nuisance to others. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet. Further, such dogs, cats or other household pets shall be confined on a leash when they are outside and kept in strict accordance with any Rules and Regulations relating to household pets from time to time as may be adopted by the Association.

8. Garbage 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 garbage cans, trash containers, recycling bins or any other such garbage receptacle shall be removed to the carport so as not to be viewable by surrounding or adjacent Units, Real Estate or Common Limited Areas, except for a twenty-four (24) hour period surrounding the designated date and time for pickup as set by the provider of said services.

9. Clotheslines and Lighting. No clotheslines, clothes hanging devices or the like upon any Unit, Real Estate or Limited Common Element shall be permitted. Outside lights at eaves and door entrances, flood lights and spot lights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Units, Real Estate and Limited Common Elements. Exterior flashing lights or spot/flood lights on the exterior, that shine on or into adjacent Units, Real Estate and Limited Common Elements shall be prohibited. Walkway, driveway or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restrictions must be approved by the Board.

10. Codes. Each Unit Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Unit, Real Estate and Limited Common Elements. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Amended and Restated Master Deed, the more restrictive provision shall apply.

11. Guns. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

12. Antennas. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property without the prior written approval of the Board; provided, however, that satellite dishes measuring two (2) feet or less shall be and hereby are permitted to be placed on the Real Estate if the same is screened from the view of neighboring Units, Real Estate or Limited Common Elements.

13. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a Unit, unless approved in writing by the Board.

14. Fences. No fences of any kind shall be permitted on any Real Estate or Limited Common Elements except as approved in writing by the Board.

15. Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles, vehicles not for immediate use or vehicles of any kind in disrepair may not be kept, parked, serviced or assembled in public view on the Property. "Serviced" for purposes of this subparagraph shall not be deemed to include the cleaning, washing or polishing of a vehicle; the changing of oil, lubricants, anti-freeze or other fluids; nor the replacing of air, oil or other filters used in the vehicle. No vehicle or non-commercial truck or van may be left upon any portion of the Property if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Property by the Board. No recreational vehicle may be parked on the driveway, carport, Real Estate, Common Element or Limited Common Element. The term "recreational vehicles" as used herein, shall include, without limitation, motor homes, mobile homes, boats, jet skis or other watercraft, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle kept or parked on the driveway, carport, Real Estate, Common Element or Limited Common Element in violation of this provision may be removed from the Property by the Board. Any Unit Owner whose vehicle (or a vehicle owned by said Unit stored in violation of this provision in excess of seven (7) days shall be considered a nuisance and may be removed from the Property. Any Owner whose vehicle (or a vehicle owned by said Owner's family, guest, agent, employee or business invitee) is removed from the property under the provisions set forth herein shall be responsible for all expenses associated with removal of the vehicle, which expenses shall be charged to the Unit owner as a Special Assessment.

16. Parking. Vehicles shall be parked only in the carports designated for each Unit Owner or in appropriate spaces or areas designated by the Board. Vehicles shall be subject to such reasonable rules and regulations as the Board may adopt. The Board may designate certain parking areas for visitors or guests. Service and delivery vehicles may be parked in the Property during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery to a Unit Owner or to a Common Element. If any vehicle is parked on any portion of the Property in violation of this Article or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-

four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity that will do the towing and the name and telephone number of the person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board may have the vehicle towed in accordance with the notice, without further notice to the Owner of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on a grassy area or otherwise creates a hazardous condition, no notice shall be required, and the Board may have the vehicle towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor the Board, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

17. Use of Common Elements. The Common Elements shall be used by Unit Owners and their family members, occupants, invitees and guests for such purposes incidental to the use of the Units; provided, however, areas designed for a specific use shall be used for the purposes so designated as 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.

18. Personal Property. Articles of personal property belonging to any Unit Owner and their family members, occupants, invitees and guests such as bicycles, wagons, toys, furniture, clothing and other articles shall be stored or kept in the Unit, garage or other storage facility.

19. Additional Prohibited Activities. The Board may from time to time reasonably prohibit certain activities on or within the Property and such prohibition shall be final and binding on all Unit Owners, occupants, family members, invitees and guests.

20. Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may from time to time, without the consent of the Members, promulgate, modify or delete rules and regulations applicable to the Property. Such rules shall be distributed to all Unit Owners prior to the date that they are to become effective and shall thereafter be binding upon all Unit Owners, occupants, family members, invitees and guests until modified in a regular meeting by the Members holding 67% of the votes in the Association.

21. Use of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be kept, parked or stored on any part of the Common Elements without the prior written approval of the Board, except as specifically provided herein. With the prior written approval of the Board of Directors and subject to any restrictions imposed by the Board, an Owner may reserve portions of the Common Element for use for a period of time as set by the Board. Any such Owner who reserves a portion of the Common Elements as provided herein shall assume, on behalf of himself and his guests, occupants, family and invitees, all risks associated with the use of the

Common Elements and all liability for any damage or injury to any person or thing as a result of such use.

22. Binding Determination. In the event of any dispute or disagreement between any Unit Owners relating to the Property, the use, right to use or the maintenance of any Limited Common Elements, or any other questions of interpretation or application of the provisions of this Amended and Restated Master Deed or the By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners, family members, occupants, invitees and guests.

ARTICLE VIII. MAINTENANCE

1. Common Elements. Except as otherwise provided herein, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Common Expenses assessed to and paid by all Unit Owners.

2. Limited Common Elements and Real Estate. Each Unit Owner shall inform the Association of any and all necessary maintenance, repairs and replacements related to the Limited Common Elements and Real Estate appurtenant to his Unit. All such maintenance, repairs and replacements shall be furnished by the Association, the costs of which shall be the sole expense of the Unit Owner benefited thereby. If any Unit Owner fails to identify or report any such maintenance, repair or replacement item required herein, then the Association shall have the right, but not the duty, in its sole discretion, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the Common Expense attributable to such Unit.

3. Units. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit. 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, in its sole discretion, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the Common Expense attributable to such Unit.

4. Unit Owner Responsibility for Damage. If the negligent act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, licensees or household pet causes damage to or necessitates the maintenance, repair or replacements of the Common Elements, which would otherwise be a part of the Common Expenses, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Board, to the extent not covered by the Association's insurance. If the act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, or licensees that causes damage to or necessitates the maintenance, repair or replacements of Common Elements is intentional, reckless or grossly negligent, then such Unit Owner shall pay for such damage or maintenance, repair and replacement as may be determined by the Board irrespective of the extent of the Association's insurance coverage.

5. Decorations and Cleaning. Each Unit Owner, at his own expense, shall furnish and be responsible for all decoration and routine cleaning and maintenance within his Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, carpeting, floor covering, draperies, window shades and curtains, lighting/plumbing fixtures and other furnishing/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. 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, at his sole expense, to decorate such interior surfaces from time to time as he may see fit. 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.

ARTICLE IX. REMEDIES AND ENFORCEMENT

1. General. In the event of any violation of the provision of the Act, this Amended and Restated Master Deed, the By-Laws and/or the Rules and Regulations of the Association by any Unit Owner by his own conduct or by the conduct of any family member, invitee, agent, representative, or licensee, the Association, its successors or assigns, any Unit Owner aggrieved thereby shall have each and all of the rights and remedies which may be provided for in this Amended and Restated Master Deed Declaration, the By-Laws, the Rules and Regulations and any right that may be available at law or in equity. The Association, its successors or assigns, may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for the enforcement of any right or remedy; the enforcement of any lien; for damages, injunction or specific performance; for judgment for payment of money and collection thereof; for any combination of remedies; or for any other relief available and appropriate. Pursuant to Tenn. Code. Ann. § 66-27-411, any action in tort or contract alleging wrongdoing by the Association must be brought against the Association and not against any Unit Owner.

2. Violation and Non-compliance Fines. In the event of any violation of the provisions of the Act, this Amended and Restated Master Deed, the By-Laws or the Rules and Regulations of the Association by any Unit Owner or any family member, invitee, agent, representative, or licensee of his Unit, the Board or an authorized agent thereof shall give written notice to the Unit Owner of such non-compliance and the basis therefore. If the violation or non-compliance is not brought into compliance or a satisfactory resolution is not presented in writing by the Unit Owner and accepted by the Board within ten (10) business days of the delivery of this written notice, then the Board shall be authorized: (a) to assess reasonable fines related to the violation and/or non-compliance; and/or (b) to make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense. In the event of multiple or continuing violations, fines may be assessed against the Unit Owner without further notice or opportunity to cure, and the Board may make the necessary corrections or take necessary action to achieve compliance at the Unit Owner's expense.

3. Enforcement Costs. All expenses of the Association in connection with any such actions or proceedings, including court costs and reasonable 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, 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, 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 on the Unit, the Real Estate and Limited Common Elements appurtenant thereto and its percentage of ownership interest in the Common Elements.

4. No Waiver. The failure by the Board or any Unit Owner to enforce any covenant, restriction or Rule and Regulation provided in this Amended and Restated Master Deed, the By-Laws or the Act shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XI. RIGHTS AND OBLIGATIONS

1. General. Each grantee of a Unit, by the acceptance of deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservation, liens and charges and subject to the jurisdiction, rights and powers created or reserved by this Amended and Restated Master Deed and the By-Laws. All present and future Unit Owners shall be subject to and shall comply with the provisions of this Amended and Restated Master Deed and the By-Laws. All restrictions, conditions, covenants, liens, reservations, charges, rights, benefits and privileges hereby imposed: (a) shall be deemed and taken to be covenants running with the land; (b) shall bind any Person having at any time any interest or estate in said land; and (c) shall be binding upon and inure to the benefit of such Person in like manner as though the provisions of this Amended and Restated Master Deed were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

2. By-Laws. All present and future Unit Owners of a Unit shall be subject to and shall comply with the provisions of the By-Laws attached hereto and recorded herewith, as they may be amended from time to time. The acceptance of a deed of conveyance or devise or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the By-Laws and any Rules and Regulations, as may be amended from time to time, are assumed, accepted and ratified by such Owner. All 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 or conveyance thereof.

3. Mortgagee. The terms and conditions of this Amended and Restated Master Deed, the By-Laws and the Rules and Regulations of the Association 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 Amended and Restated Master Deed, the By-Laws and the 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 rights and privileges arising as a result of a default its agreement with said Unit Owner.

ARTICLE XII. MORTGAGEE RIGHTS AND PROTECTIONS

1. Actions Requiring Mortgagee Approval. Except as otherwise provided in the Act, without the prior written consent of at least fifty-one percent (51%) of all recorded first Mortgagees of Units or beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owed), who have requested such notice, the Association shall not be entitled to:

a. By act or omission, seek to abandon or terminate the condominium regime established hereby or to seek to abandon or terminate the restrictions declared herein.

b. Change the formula for determining each Unit's Common Element Allocation and the interest and obligation of any Unit for the purpose of levying Common Expenses or charges or allocating distributions of hazard insurance proceeds or condemnation awards.

c. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that, the granting of easements for public utilities or for the public purposes consistent with the intended use of the Common Elements by the Development Property shall not be deemed to transfer within the meaning of this clause.

d. Use hazard insurance proceeds for losses to any Common Element for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.

2. Voting Rights. In addition to the required Votes of the Unit Owners necessary to approve a proposed amendment as set forth in this Amended and Restated Master Deed, unless a higher percentage Vote is required elsewhere in this Amended and Restated Master Deed or by the Act, written consent of at least fifty-one percent (51%) of all recorded first Mortgagees of Units or the beneficiaries thereunder (based upon one vote for each Unit upon which Mortgage is owed), who have requested such notice, shall be required to approve any amendment to this Amended and Restated Master Deed or the By-Laws which would materially affect or change:

a. Unit Owners' voting rights, Common Element Allocation, rights to use Common Elements or the right to sell or transfer a Unit.

b. The method of assessment of Common Expense or the priority of the lien of the Association for unpaid Common Expenses, Impositions or duly levied charges.

c. The requirement of a reserve fund for the repair or replacement of the Common Elements, and the responsibility for maintenance or repair of the Common Elements Units.

d. The boundaries of a Unit or the method of determining when a property will be reconstructed or repaired in the event of partial destruction or the conversion of a Unit to Common Elements or vice versa.

e. Any provision of this Amended and Restated Master Deed which expressly benefits any Mortgagee, insurer or guarantor.

3. Insurance Policy. Mortgagees shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

4. Condemnation and Casualty Loss. Mortgagees shall be entitled to timely written notice of any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit securing the Mortgagee's Mortgage, and no Unit Owner or any other party shall have priority over the rights of Mortgagees in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards related to Units and/or Common Elements.

5. Mortgagee Consent. Mortgagees shall also have the right, upon written request, to receive written notice from the Association of any proposed action that requires the consent of a specified percentage of Mortgagees.

6. Mortgagor Default. Mortgagees, upon written request, shall be notified by the Association in writing of any default by the mortgagor of a Unit in the performance of such mortgagor's obligations under the Property documents which is not cured within sixty (60) days from the date of such default.

7. Unit Disposition. This Amended and Restated Master Deed, the By-Laws or any other constituent documents of the Property shall not impair the rights of any Mortgagee to: (a) Foreclose or take title to a Unit pursuant to remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell a Unit acquired by the Mortgagee.

8. Reserve Fund. Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements, if any, that must be replaced on a periodic basis and shall be payable in regular installments rather than by Special Assessments.

9. General Notice. Mortgagees shall request notice of the matter set forth herein by making written request to the Association upon becoming a Mortgagee hereunder and requesting that the name and address of such Mortgagee and the Unit so encumbered be identified by the records of the Association to be established and maintained pursuant to the By-Laws. Any notice requesting approval of any Mortgagee as required herein shall advise said Mortgagee that failure to respond within sixty (60) days of said notice shall be deemed to be approval by said Mortgagee of the matter for which approval is being sought.

ARTICLE XIII. EASEMENTS AND ENCROACHMENTS

1. Common Elements. Each Unit Owner shall have a perpetual and non-exclusive easement for ingress to his Unit and in, upon, over, under, across and through the Common Elements.

2. Public and Private Utilities. Easements for installation and maintenance of public and private utilities and drainage facilities are reserved as shown on the Plat 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 Real Estate and Limited Common Elements, for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power, telephone, cable television systems, pipes, lines, mains, conduits, poles or transformers as well as any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems servicing the Property is hereby reserved, which easement shall be for the benefit of the Association and any governmental agency, utility company or other entity (public or private) which requires same for the purpose of furnishing one or more of the foregoing services.

3. Encroachment. If any portions of the Common Elements, including the Limited Common Elements, shall actually encroach upon any Unit or its Real Estate, or if any Unit or its Real Estate shall actually encroach upon any portions of the Common Elements as shown on the Site Plan due to engineering errors, errors in original construction, settlement or shifting of a Building or any similar cause, there shall be deemed to be mutual easements in favor of the respective Unit Owners involved to the extent of such encroachment to be created in favor of a Unit Owner, if said encroachment occurred due to the willful act of said Unit Owner.

4. Association. A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements, including the Real Estate and the Limited Common Elements, is hereby reserved to the Association, the Board, Managing Agent or their respective agents or employees for the purpose of maintaining, repairing, and replacing the Common Elements, the Limited Common Elements or any equipment, facilities or fixtures affecting or servicing or the Common Elements as well as to remedy any violations of the provisions of this Amended and Restated Master Deed, the By-Laws or any Rule and Regulation of the Association; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency or the Unit Owner's uncooperative or untimely response to such request, the right to entry shall be immediate, whether the Unit Owner is present at the time or not.

5. Federal, State and Local Entity. An easement is hereby established for the benefit of any applicable federal, state or local entity over all portions of the Property for the setting, removing and reading of water meters; for maintaining and replacing water, sewage and drainage facilities; for police protection, firefighting 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 any such entity be responsible for failing to

provide any such 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 the Association or any Unit Owner.

ARTICLE XIV. INSURANCE AND RECONSTRUCTION

1. Common Element, Limited Common Element and Comprehensive Public Liability. Pursuant to Tenn. Code Ann. § 66-27-413, commencing not later than the conveyance of a Unit to a Purchaser other than Declarant, the Association shall maintain: (a) property insurance for the Common Elements and Limited Common Elements for not less than eighty percent (80%), after application for any deductibles, of the total replacement costs of the insured property at the time the insurance is purchased and at each renewal, exclusive of land, excavations, foundations and other items normally excluded from property policies; and (b) liability insurance, including medical payment insurance, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and Limited Common Elements. Insurable 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 and for the holders of Mortgages on each Unit, if any, and shall include a standard mortgage clause or equivalent endorsement. The insurance policy 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.

2. Common Element Policy Requirements. Pursuant to Tenn. Code Ann. § 66-27-413(d), all Common Element and Limited Common Element property and liability insurance policies must provide that (a) each Unit Owner is an insured under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association; (b) the insurer waives its right of subrogation under the policy against any Unit Owner or lessee or family member of the Unit Owner unless it is shown that such Person acted with the intent to cause the loss; (c) no act nor omission by a Unit Owner, unless same is acting in the capacity of a governing board member of the Association, will void the policy or be a condition to recovery under the policy; (d) the Association's policies are primary to any other insurance obtained in the name of Unit Owners covering the same risk covered by the Association's policy; (e) certificated or memoranda of insurance shall be issued to the Association and upon request, to any Unit Owner or Mortgagee; and (f) said insurance may not be cancelled nor refused for renewal until notice of the proposed cancellation or non-renewal has been mailed to the Association and to each and any additional insured under policy at their respective last known address in accordance with the provisions of the "Cancellation of Commercial Risk Insurance Act" codified at Tenn. Code Ann. § 56-7-1801, *et seq.*

3. Units and Real Estate. Each Unit Owner shall be responsible for obtaining insurance for his Unit and its Real Estate appurtenant and inseparable thereof, the ownership, possession, enjoyment, benefit and use of which are reserved exclusively to

such Unit Owner 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 Unit and the Real Estate appurtenant thereto. Each Unit Owner shall be responsible for obtaining his own insurance insuring said Unit Owner from liability in connection with the ownership, possession, use and occupancy of his Unit and Real Estate appurtenant thereto. Each Unit Owner shall be responsible for obtaining his own insurance for loss or damage by fire, vandalism, mischief, casualty or other hazards and on the contents of his Unit and the decorations thereto, including without limitation carpets, flooring, wallpaper, paint, cabinets, plumbing fixtures and lighting fixtures, as well as the Limited Common Elements serving his Unit and additions within or improvements to his Unit made by the Unit Owner and for furniture, furnishings and personal property therein. 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.

4. Damage Removal and Reconstruction. Except as otherwise provided in the preceding paragraphs of this Article, in the event of damage to or destruction of any Common Elements and/or Limited Common Elements as a result of fire or other casualty covered by insurance proceeds, the Association through its Board shall promptly cause debris to be cleared and leave the same in a neat and orderly condition. The Association through its Board shall, in its sole and absolute discretion without intervention of any Unit Owner, determine and arrange for prompt repair, restoration and reconstruction of the damaged portion of such Common Elements and/or Limited Common Elements in substantial accordance with the original plans and specifications thereof. Any change or alteration must be approved by the Board. 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 as determined by the Board in its sole and absolute discretion. The Board shall not be responsible for the repair, replacement or restoration of any Unit, Real Estate appurtenant thereto or any improvements, furnishings, fixtures, appliances, equipment, decorations or landscaping installed for the sole benefit of a Unit or its Unit Owner.

- 5. Non-Compulsory Reconstruction. Consistent with Tenn. Code Ann. § 66-27-413(h), reconstruction shall not be compulsory where (a) the condominium regime is terminated; (b) the repair or replacement would be illegal under any state or local statute or ordinance; or (c) Eighty percent (80%) of all Unit Owners, together with eighty percent (80%) of Unit Owners that are assigned Limited Common Elements affected that will not be rebuilt, vote not to rebuild. If not rebuilt, 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 of Mortgagee, as their interests may appear: (a) the costs of removing debris and returning the site to a condition compatible with the overall appearance of the Development Property, including without limitation, landscaping, and (b) the just amount of any unpaid liens on any Unit in the order of priority of such liens. Provided, however, 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 quit claiming his interest in his Unit 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.

6. Withdrawal of Destroyed Unit and Percentage Interest Reallocation. Upon recording the deeds and releases referred to in the preceding paragraph as same relate to each such destroyed Unit, said Unit shall be deemed withdrawn and shall be thereafter deemed to be Common Elements. Upon the withdrawal of any Unit, the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be reallocated upon remaining Units on the basis of the percentage interest of each remaining Unit. After the Board had affected any such withdrawal, the responsibility for the payment of future Common Expenses for any such withdrawn Unit shall cease.

7. Fidelity Insurance. The Board shall have the authority to obtain fidelity coverage for officers, directors and employees who handle or are responsible for handling Association funds. Such coverage policy shall be in such amounts as the Board in its best business judgment may determine. Such coverage policy 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. The premiums for such insurance shall be a Common Expense.

8. Other Insurance. The Board shall have the authority to 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 to insure the Common Elements, each member of the Board and officer of the Association, each member of any committee appointed pursuant to the By-Laws from liability arising from the fact that said person is or was a director or officer of the Association or a member of such committee. The Board may (but shall not be required to) require of those performing any maintenance, such liability or other insurance, including workmen's compensation, as it deems reasonably necessary or desirable given the nature, circumstances and amount of the work being performed. The premiums for such insurance shall be a Common Expense.

9. Insured's Authorized Representative. 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.

ARTICLE XV. CONDEMNATION

1. Common Elements. In the event of taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. Any and all notices related to

or concerning such taking in condemnation or by eminent domain of a part of the Common Elements shall be addressed and sent to Atwood & Moore, Attorneys at Law, 144 Uptown Square, Murfreesboro, TN 37129.

If the Board in its sole and absolute discretion approves the repair and restoration of such 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 commence restoration of such 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 thereby. 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.

2. Units. If a Unit or Units are acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner(s) with a remnant which may not practically or lawfully be used for any purpose permitted by this Amended and Restated Master Deed, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit or Units' Common Element Allocation and its Common Expense liability shall be automatically reallocated 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.

ARTICLE XVI. ASSOCIATION RECORDS

1. Books and Records. Pursuant to Tenn. Code Ann. § 66-27-417, the Association shall keep financial and other records sufficiently detailed to comply with the Act, and such records shall be made reasonably available for examination by any Unit Owner, the holder of any mortgage or deed of trust, and their respective authorized agents. As set forth in Tenn. Code Ann. § 66-27-502(a), the Association will be entitled to charge a reasonable fee for providing such information, and if not paid, such charge may be assessed against the Unit for whose Owner, lender or Purchaser requested such information. Pursuant to Tenn. Code Ann. § 66-27-502 and 503, the financial and other records of the Association for which it is responsible to maintain and to provide within ten (10) business days of the Association's receipt of the request from the requesting party is as follows:

- a. The name and principal address of the Association and any Unit.
- b. A copy of the recorded (and, if not recorded, then in substantially final form to the extent available) Amended and Restated Master Deed or other document creating the condominium regime together with the By-Laws, charter and articles of the Association and all amendments and exhibits to the foregoing, as well as a copy of the current Rules and Regulations of the Association.
- c. The most recent balance sheet, income statement and approved budget (or if there has never been an approved budget, then the projected budget) for the Association. The budget of the Association must include: (i) a statement of the amount

of reserves for repair and replacement of Common Elements or that there is no reserve amount included and whether or not a study has been performed to determine the adequacy of reserves; (ii) a statement of any other reserves; (iii) the projected aggregate annual Common Expenses by category of expenditures for the Association; (iv) the projected monthly Common Expenses assessment for each Unit describing the method of calculation of the share for each Unit; (v) a description of any indebtedness secured by the Common Elements or other amenities owned by the Association or otherwise available for the use of the Unit Owners; and (vi) a description of any lease affecting the Common Elements or other amenities owned by the Association or otherwise available for the use of the Unit Owners.

d. Minutes of all meetings of the Members and/or the Board of the Association for twenty-four (24) month period preceding the request for same.

e. The current monthly Common Expense assessment, Imposition or Special Assessment applicable to the Unit in question and the amount of any delinquencies in connection therewith.

f. Any fees or assessments due as a result of the transfer of a Unit.

g. The amount and nature of any additional fees currently imposed on Unit Owners for use by the members of the Common Elements or other amenities.

h. A statement of the insurance coverage maintained by the Association, including the types of coverage, limits and deductibles, all of which may be provided in the form of an appropriate certificate from the insurer.

i. A statement of any unsatisfied judgments and a description of any pending lawsuits filed against the Association or by the Association other than for the collection of delinquent Common Expense assessments or Impositions.

j. The total amount of current monthly, annual or special assessments for all Units that are more than sixty (60) days past due as of the most recent available report concerning same, which in no event may be more than ninety (90) days prior to the request.

ARTICLE XVII. AMENDMENTS

1. Members. Exempt as otherwise provided herein, the provisions of this Amended and Restated Master Deed may be changed, modified or amended by Supplemental Instrument or other written and properly recorded instrument setting forth such change, modification or amendment, upon the affirmative Vote of not less than sixty-seven percent (67%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in this Amended and Restated Master Deed or the Act.

a. Certification. Any such change, modification, amendment or revocation shall be prepared, recorded and certified on behalf of the Association by any officer designated for that purpose, and in the absence of such officer, by the President of the Association as required by Tenn. Code Ann. § 66-27-317(f).

b. Recording. Any such change, modification, amendment or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's Office for Rutherford County, Tennessee as required by Tenn. Code Ann. § 66-27-317(c).

2. Duration. The covenants and restrictions of this Horizontal Property Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Amended and Restated Master Deed is recorded, after which time shall be automatically extended for successive periods of ten (10) years unless a properly approved and executed instrument has been recorded prior to the expiration of said 20-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants.

3. Termination. Revocation of this Amended and Restated Master Deed and the condominium regime created hereby shall require: (a) the affirmative Vote of eighty percent (80%) of all the Members of the Association entitled to Vote at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present; and (b) the affirmative Vote of eighty percent (80%) of Mortgagees having first mortgage liens on any Unit(s), however, any such Mortgagee is deemed to have approved the termination, if notice is sent to the last address if such Mortgagee on file with the Association and no objection is received within thirty (30) days thereafter.

4. Discrimination. No amendment shall discriminate against any Unit Owner or against any Unit or group of Units.

5. Statute of Limitation. Pursuant to Tenn. Code Ann. § 66-27-317(b), no action to challenge the validity of an amendment adopted by the Association may be brought more than one (1) year after the amendment is recorded.

6. Perpetuities and Restraints on Alienation. Notwithstanding Tenn. Code Ann. § 66-27-303(b), which provides that the rule against perpetuities may not be applied to defeat any provision of this Amended and Restated Master Deed, the By-Laws or any Rules and Regulations of the Association; if any of the options, privileges, covenants or rights created by the Amended and Restated 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 death of the survivor of the now living descendants of the current President of the United States.

ARTICLE XVII. GENERAL PROVISIONS

1. Notices. Notices to the Association set forth in this Amended and Restated Master Deed, the By-Laws or in the Act, shall be writing and shall be addressed

to the Association at P.O. Box 12321, Murfreesboro, TN 37129, or at such other address as may be provided from time to time. The Association may designate a different address 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 U.S. registered or certified mail or when delivered in person to the Association with written acknowledgment of the receipt thereof.

2. 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 Common Expenses, obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Amended and Restated 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. 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 transfers of the beneficial interest of any such trust or any transfer or title to such Unit.

3. Governing Document Conflict. In the event of a conflict between this Amended and Restated Master Deed and the By-Laws or any other applicable governing document of the Association, the Amended and Restated Master Deed shall control except to the extent the Amended and Restated Master Deed is inconsistent with the Act pursuant to Tenn. Code Ann. § 66-27-303(c).

4. Severability. All provisions of this Amended and Restated Master Deed and the By-Laws shall be severable pursuant to Tenn. Code Ann. § 66-27-303(a). Invalidation of any provision of this Amended and Restated Master Deed by judgment or court order shall not affect any other provision not expressly held to be void under the specific facts and circumstances giving rise thereto, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to facts and circumstances other than those expressly invalidated.

5. Gender. The use of the masculine gender in this Amended and Restated Master Deed and in the By-Laws shall be deemed to include the feminine and neuter references and the use of the singular shall be deemed to include the plural whenever the context so requires.

6. 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.

7. Exoneration of Declarant. Each Unit Owner or any other party having an interest in any portion of the Development Property expressly agree that no duty or obligation is imposed upon the Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that the Declarant had failed to enforce same.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be duly executed by sixty-seven percent (67%) of the Unit Owners.