



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

**FOURTH AMENDMENT TO MASTER DEED
FOR AMBROSE CONDOMINIUM**

THIS FOURTH AMENDMENT TO MASTER DEED FOR AMBROSE CONDOMINIUM (the "Amendment") is made effective as of the 25th day of October, 2013 (the "Effective Date").

WITNESSETH:

WHEREAS, pursuant to that certain Master Deed for Ambrose Condominium recorded as Instrument Number 20051013-0123722 in the Register's Office for Davidson County, Tennessee on October 13, 2005, as amended by that certain First Amendment to Master Deed for Ambrose Condominium recorded as Instrument Number 20060302-0024168 in said Register's Office, Second Amendment to Master Deed for Ambrose Condominium recorded as Instrument Number 20061030-0134166 in said Register's Office, and by Third Amendment to Master Deed for Ambrose Condominium recorded as Instrument Number 20080507-0047250 in said Register's Office (collectively, the "Master Deed"), certain real property more particularly described in the Master Deed was submitted to the form of ownership set forth in the Tennessee Horizontal Property Act, and to the provisions of said Master Deed; and

WHEREAS, the purpose of this Amendment is to designate the exterior walls and roof of the Building as Common Elements for the benefit of all the Units in the Building, and, as a result of such designation, all expenses incurred in connection with the cleaning, maintenance, repair and replacement of the exterior walls and roof of the Building shall be assessed to all Units based upon their undivided interest in the Common Elements.

WHEREAS, this Amendment has been adopted pursuant to Section 22 of the Master Deed.

NOW, THEREFORE, the Master Deed is amended as set forth herein.

1. **Amendment**. The Master Deed is hereby amended and revised as follows:

a. Designation of the Exterior Walls and Roof of the Building as Common Elements for the benefit of all the Units in the Building.

i. The following paragraph, which was inserted as a new subparagraph (v) in Paragraph 6(a) of the Master Deed via the Third Amendment, is hereby modified as follows:

Notwithstanding the foregoing, or anything to the contrary set forth herein, the exterior walls and roof of the Building shall be, and are hereby designated as Common Elements for the benefit of all the Units in the Building. For the purposes of this Master Deed, (i) the "exterior walls" shall include all of the area between the outermost vertical boundaries of the Units and Common Elements located within the Building, and the exterior surface of the Building (including such exterior surface), and (ii) the "roof" shall include all of the area between the upper horizontal boundary of the Residential Units and Common Elements located on the third (3rd) floor of the Building and the exterior surface of the roof covering the Building (including such exterior surface).

ii. Pursuant to Section 8(b)(i) of the Master Deed, all expenses incurred by the Association with respect to the cleaning, maintenance, repair and replacement of the roof and exterior walls of the Building shall be assessed against all Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to each Unit.

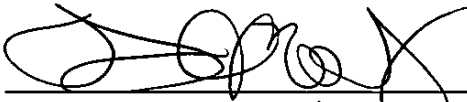
2. **Interpretation.** The Master Deed is hereby, and shall henceforth be deemed to be, amended, modified, and supplemented in accordance with the provisions hereof, effective as of the Effective Date, and the rights, duties and obligations of all Persons under the Master Deed shall hereafter be determined, exercised, and enforced thereunder subject in all respects to such amendments, modifications and supplements, and all terms and provisions of this Amendment shall be for any and all purposes, a part of the terms and provisions of the Master Deed.

3. **Ratification.** All of the terms, provisions, and conditions of the Master Deed, not inconsistent with the terms and provisions of this Amendment, shall be and remain in full force and effect, and are hereby ratified, approved and confirmed.

4. **Capitalized Terms.** All capitalized terms set forth herein which are not otherwise defined herein shall have the same meaning ascribed to such terms in the Master Deed, except as otherwise provided herein or as the context otherwise requires.

CERTIFICATION BY PRESIDENT OF THE ASSOCIATION

The undersigned President of Ambrose Condominium Association, Inc. hereby certifies that the foregoing Fourth Amendment to Master Deed for Ambrose Condominium has been duly adopted.



Name: Amos Maley
Title: President

State of Tennessee)
County of Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Amos Maley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him self to be President of Ambrose Condominium Association, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville TN, this the 25th
day of October, 2013.



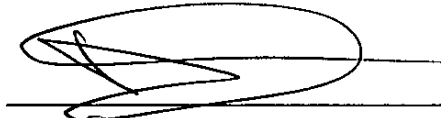
Notary Public

My Commission Expires: _____



CERTIFICATION BY SECRETARY OF THE ASSOCIATION

The undersigned Secretary of Ambrose Condominium Association, Inc. hereby certifies that the foregoing Fourth Amendment to Master Deed for Ambrose Condominium has been duly adopted.

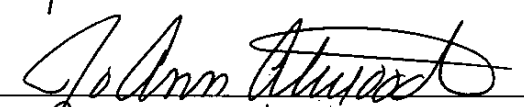

Name: Danielle Dubetz

Title: Secretary

State of Tennessee
County of Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Danielle Dubetz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged her self to be Secretary of Ambrose Condominium Association, Inc., a corporation, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Nashville TN, this the 25th day of October, 2013.


Notary Public

My Commission Expires: _____

