


Box 12  
C. Robbins

**THIS INSTRUMENT PREPARED BY:**  
Waller Lansden Dortch & Davis, LLP (CBR)  
Nashville City Center  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219

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

Davidson County DEEDMAST  
Recvd: 03/02/06 10:35 3 pg:  
Fees:17.00 Taxes:0.00  
  
20060302-0024168

**THIS FIRST AMENDMENT TO MASTER DEED FOR AMBROSE CONDOMINIUM** (the "Amendment") is made this 1<sup>st</sup> day of March, 2006 (the "Effective Date"), by **AMBROSE ASSOCIATES**, a Tennessee general partnership ("Declarant").

**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 (the "Master Deed") Declarant submitted that certain real property more particularly described therein to the form of ownership set forth in the Tennessee Horizontal Property Act, and to the provisions of said Master Deed; and

**WHEREAS**, pursuant to the provisions of Paragraph 22 of the Master Deed, Declarant desires to amend the Master Deed in order to delete subparagraph 19(b)(ii) therefrom.

**NOW, THEREFORE**, Declarant hereby declares that the Master Deed shall be amended as set forth herein.

1. Amendment. Subparagraph 19(b)(ii) is hereby deleted in its entirety.
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.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Master Deed for Ambrose Condominium effective as of the Effective Date.

DECLARANT:

AMBROSE ASSOCIATES,  
a Tennessee general partnership

By: William S. Cochran  
William S. Cochran, Managing Partner

APPROVED:

LOVEMAN AMBROSE, LLC,  
a Tennessee limited liability company

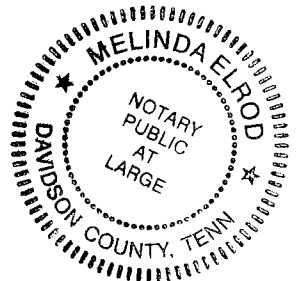
By: Charles Loveman  
Charles Loveman, Chief Manager

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public of said county and state, William S. Cochran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Managing Partner of AMBROSE ASSOCIATES, a Tennessee general partnership, the maker of the foregoing instrument, and is authorized by such maker, as its Managing Partner, to execute this instrument on behalf of such maker.

Witness my hand, at office, this 1 day of March, 2006.

Melinda Elrod  
Notary Public  
My Commission Expires: September 22, 2007

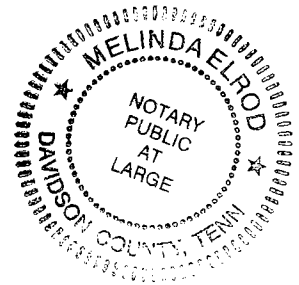


STATE OF TENNESSEE            )  
COUNTY OF DAVIDSON        )

Personally appeared before me, the undersigned, a Notary Public of said county and state, Charles Loveman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of LOVEMAN AMBROSE, LLC, a Tennessee limited liability company, the maker of the foregoing instrument, and is authorized by such maker, as its Chief Manager, to execute this instrument on behalf of such maker.

Witness my hand, at office, this   1   day of   March  , 2006.

Melinda Elrod  
Notary Public  
My Commission Expires: September 22, 2007





Bill Garrett

Davidson County Register of Deeds

CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20060016542
Date/Time: 03/02/2006 10:35:09
Method Received: Walk-In
Clerk: cljohnson

Customer Name : KEITH

HOLD AT COUNTER

Transaction Detail

Table with columns: Instrument Number, Instrument Type, Gen. Fee, Transfer Tax, Mortgage Tax, Copy, Cert. Copy, Copy Fee, # Pgs, Consideration, Subtotal. Row 1: 200603020024168, DEEDMAST, \$15.00, \$0.00, \$0.00, N, N, \$0.00, 3, \$17.00

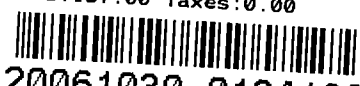
First Party Name: AMBROSE ASSOCIATES
Second Party Name: AMBROSE CONDOMINIUM

Payment Information

Method of Payment: Check
Payment Control ID: 99159
Authorized Agent:
Company:
Amount: \$17.00

AMOUNT PAID: \$17.00
LESS AMOUNT DUE: \$17.00
CHANGE RECEIVED: \$0.00

**THIS INSTRUMENT PREPARED BY:**  
Waller Lansden Dortch & Davis, LLP (CBR)  
Nashville City Center  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219

Davidson County DEEDMAST  
Recvd: 10/30/06 11:16 37 p  
Fees:187.00 Taxes:0.00  
  
20061030-0134166

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

**THIS SECOND AMENDMENT TO MASTER DEED FOR AMBROSE CONDOMINIUM** (the "Amendment") is made this 27<sup>th</sup> day of October, 2006 (the "Effective Date"), by **AMBROSE ASSOCIATES**, a Tennessee general partnership ("Declarant").

**W I T N E S S E T H:**

**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, and amended by that certain First Amendment to Master Deed for Ambrose Condominium recorded as Instrument Number 20060302-0024168 in said Register's Office (collectively, the "Master Deed"), Declarant submitted that certain real property more particularly described in Attachment 1 hereto to the form of ownership set forth in the Tennessee Horizontal Property Act, and to the provisions of said Master Deed; and

**WHEREAS**, pursuant to the provisions of Paragraph 22 of the Master Deed, Declarant desires to amend the Master Deed as set forth herein.

**NOW, THEREFORE**, Declarant hereby declares that the Master Deed shall be amended as set forth herein.

1. Amendment. The Master Deed is hereby amended and revised as follows:
  - a. Deletion of Roof Decks.
    - i. The definition of "Roof Deck(s)" set forth in Paragraph 2 of the Master Deed is hereby deleted in its entirety.
    - ii. The following sentence is hereby deleted in its entirety from Paragraph 4(a) of the Master Deed: "With respect to the Roof Decks, the vertical boundaries of the Units shall be the inside unfinished surface of the fences, walls or other partitions separating one Unit from another, or the Unit from the walkway or other areas of the roof".
    - iii. The last paragraph of Paragraph 4(b)(iii) of the Master Deed is hereby deleted in its entirety.
    - iv. The following phrase is hereby deleted from the fourth (4<sup>th</sup>) sentence of paragraph 14(c) of the Master Deed: "(other than the Roof Decks)".

v. All references to the words “Roof Deck” or “Roof Decks” in Paragraph 14(d) of the Master Deed, and in any other provision thereof, are hereby deleted.

b. Inclusion of Exterior Walls and Roof Within the Commercial Unit.

i. The definition of “Commercial Unit” set forth in Paragraph 2 of the Master Deed is hereby deleted in its entirety and replaced with the following:

“Commercial Unit shall mean the space in the Basement and on the first (1<sup>st</sup>) floor of the Building marked as “Commercial Unit” or “CU” on the Plat, as well as the exterior walls and roof of the Building, as such exterior walls and roof are more particularly described in Paragraph 4(c) hereof.”

ii. The first (1<sup>st</sup>) sentence of Paragraph 4 of the Master Deed is hereby deleted in its entirety and replaced with the following sentence:

“The Condominium will be divided into (i) one (1) Commercial Unit comprising the first (1<sup>st</sup>) floor of the Building, the Basement, and the roof and all exterior walls of the Building, and (ii) twenty one (21) separate Residential Units located on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) floors of the Building, and (iii) the Common Elements, including the Limited Common Elements.”

iii. The phrase “Subject to the provisions of Paragraph 4(c), below,” is hereby inserted at the beginning of the first (1<sup>st</sup>) sentence of Paragraph 4(b)(i) of the Master Deed.

iv. The following paragraph is hereby inserted as a new paragraph after the first (1<sup>st</sup>) paragraph of Paragraph 4(c) of the Master Deed:

“Notwithstanding the foregoing, or anything to the contrary set forth herein, the exterior walls and roof of the Building shall be, and are hereby deemed to be, within the boundaries of the Commercial Unit. 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 (3<sup>rd</sup>) floor of the Building and the exterior surface of the roof covering the Building (including such exterior surface).”

v. The words “roof,” “exterior walls of the Building,” and “exterior portions of exterior windows of the Building” are hereby deleted from the second (2<sup>nd</sup>) sentence of Paragraph 5 of the Master Deed.

c. Vertical Boundaries. Paragraph 4(a) of the Master Deed is hereby deleted in its entirety and replaced with the following:

“Vertical Boundaries. The vertical boundaries of each Unit shall be the centerline of the wall system serving the Unit and the centerline of the wall separating the Unit from the hallway or other areas of the floor on which the Unit is located in the Building. With respect to common

walls between Units, the vertical boundaries of the Units served thereby shall be the centerline of such walls. The vertical boundaries include the wallboard, windows, or other materials comprising the walls of the Unit.”

d. Maintenance of Exterior Walls and Roof. The following subparagraph is hereby inserted as subparagraph (v) in Paragraph 17(b) of the Master Deed:

“(v) the cleaning, maintenance, repair and replacement of the roof and all exterior walls of the Building.”

e. Amendment of Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses. The Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses attached as Exhibit “B” to the Master Deed is hereby deleted in its entirety and replaced with the Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses attached hereto as Attachment 2, and all references to the Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses in the Master Deed shall be deemed to refer to the Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses in the Master Deed attached hereto as Attachment 2.

f. Amendment of Plat. The Plat attached as Exhibit “C” to the Master Deed is hereby deleted in its entirety and replaced with the Plat attached hereto as Attachment 3, and all references to the Plat in the Master Deed shall be deemed to refer to the Plat attached hereto as Attachment 3.

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.

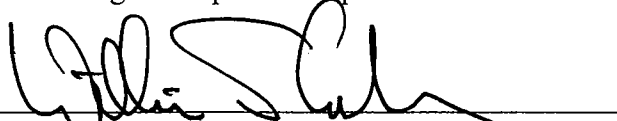
4. Capitalized Terms. All capitalized terms set forth herein which are not otherwise defined herein shall have the same meaning ascribed to such terms in the Master Deed, except as otherwise provided herein or as the context otherwise requires.

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Master Deed for Ambrose Condominium effective as of the Effective Date.


**DECLARANT:**

AMBROSE ASSOCIATES,  
a Tennessee general partnership

By:   
William S. Cochran, Managing Partner

**APPROVED:**


LOVEMAN AMBROSE, LLC,  
a Tennessee limited liability company

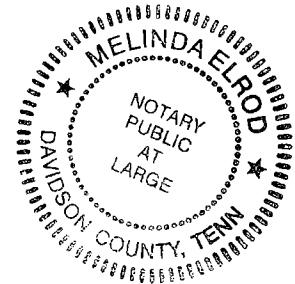
By:   
Charles Loveman, Chief Manager

STATE OF TENNESSEE            )  
COUNTY OF DAVIDSON        )

Personally appeared before me, the undersigned, a Notary Public of said county and state, William S. Cochran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Managing Partner of AMBROSE ASSOCIATES, a Tennessee general partnership, the maker of the foregoing instrument, and is authorized by such maker, as its Managing Partner, to execute this instrument on behalf of such maker.

Witness my hand, at office, this 20 day of October, 2006.

  
Notary Public  
My Commission Expires: September 22, 2007





STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES        )

Personally appeared before me, the undersigned, a Notary Public of said county and state, Charles Loveman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of LOVEMAN AMBROSE, LLC, a Tennessee limited liability company, the maker of the foregoing instrument, and is authorized by such maker, as its Chief Manager, to execute this instrument on behalf of such maker.

Witness my hand, at office, this 17 day of October, 2006.

*Nevine F. Ayad*

Notary Public

My Commission Expires: Oct 24, 2008



## ATTACHMENT 1

### Legal Description of Submitted Property

Being a parcel of land in Nashville, First Civil District, Sixth Councilmanic District, Davidson County, Tennessee, located on the easterly side of Fourth Avenue North, between Church Street and Commerce Street, being a part of Lot 54 as shown on the Plan of the Original Town of Nashville, not of record, and being more particularly described as follows:

Beginning at the intersection of the easterly right-of-way of Fourth Avenue North and the southerly right-of-way of Alley No. 17;

Thence with said southerly right-of-way line, North 61° 59' 04" East, 173.38 feet to the westerly right-of-way of Alley No. 10 (Printer's Alley);

Thence with said right-of-way, South 27° 26' 36" East, 70.33 feet to a point;

Thence leaving said right-of-way with the northerly line of property conveyed to 485 Properties, LLC, by Instrument No. 20030725104367, R.O.D.C., South 62° 03' 38" West, 173.50 feet to a point in the easterly right-of-way of Fourth Avenue North;

Thence with said right-of-way, North 27° 20' 39" West, 70.10 feet to the point of beginning.

Containing 12,177 square feet or 0.28 acre, more or less.

Being the same property conveyed to Ambrose Associates by deed from Ambrose Associates, a Partnership Composed of William S. Cochran, Robert J. Walker and RCM Interests, Inc., of record in Book 5557, page 299, dated January 17, 1980, Register's Office for Davidson County, Tennessee.

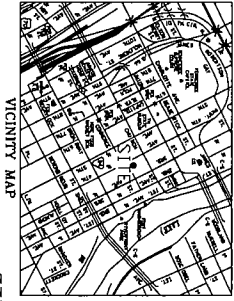
## ATTACHMENT 2

### Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses

<b>Unit Number</b>	<b>Approximate Unit Square Feet</b>	<b>Approximate Balcony/Patio Square Feet</b>	<b>Ownership Percentage based on Unit Square Feet Only</b>
CU-1	20,199 sf	0 sf	49.91%
RU-201	1,163 sf	40 sf	2.87%
RU-203	1,021 sf	40 sf	2.52%
RU-204	960 sf	0 sf	2.37%
RU-205	983 sf	55 sf	2.43%
RU-206	462 sf	0 sf	1.14%
RU-207	613 sf	55 sf	1.51%
RU-208	972 sf	40 sf	2.40%
RU-209	1,092 sf	40 sf	2.70%
RU-210	971 sf	0 sf	2.40%
RU-211	939 sf	40 sf	2.32%
RU-301	997 sf	40 sf	2.46%
RU-302	1,063 sf	0 sf	2.63%
RU-303	1,354 sf	40 sf	3.35%
RU-304	1,274 sf	0 sf	3.15%
RU-305	1,310 sf	40 sf	3.24%
RU-306	531 sf	0 sf	1.31%
RU-307	545 sf	0 sff	1.35%
RU-308	990 sf	40 sf	2.45%
RU-309	1,099 sf	40 sf	2.72%
RU-310	981 sf	0 sf	2.42%
RU-311	950 sf	40 sf	2.35%
<b>TOTAL:</b>	<b>40,469</b>	<b>550 sf</b>	<b>100.00%</b>

**ATTACHMENT 3**




Plat

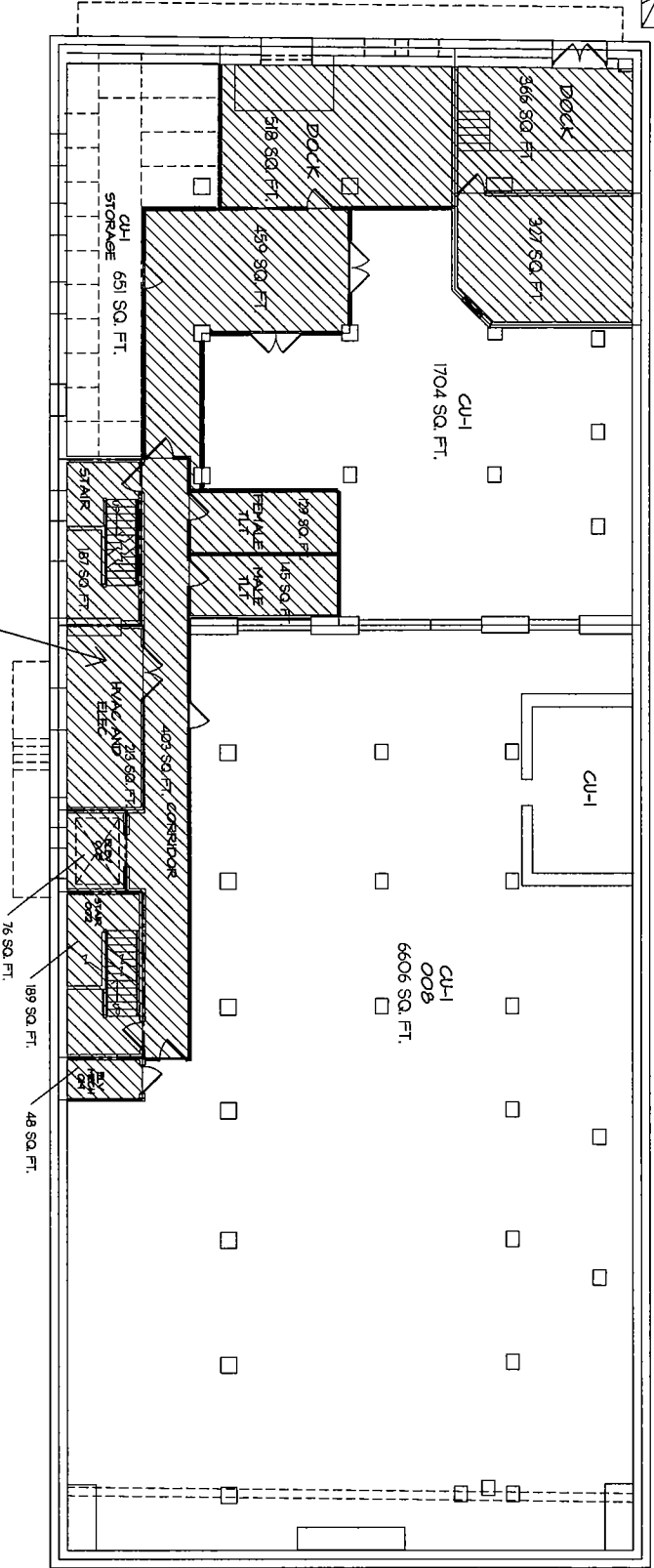


# AMBROSE CONDOMINIUMS PLAT

162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

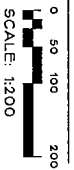
**LEGEND**

	COMMON ELEMENT (CE)
	LIMITED COMMON (LC)
	COMMERCIAL UNIT (CU)

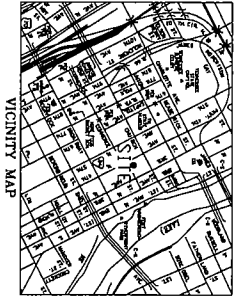


**NOTE:**  
UTILITY LINES AND PIPES SERVING A PARTICULAR UNIT OR UNIT ARE ASSIGNED AS LIMITED COMMON AS PROVIDED IN THE MASTER DEED

## OVERALL BASEMENT FLOOR PLAN



COMMERCIAL  
UNIT AREA FOR  
BASEMENT = 9,456 SQ. FT.



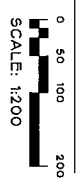
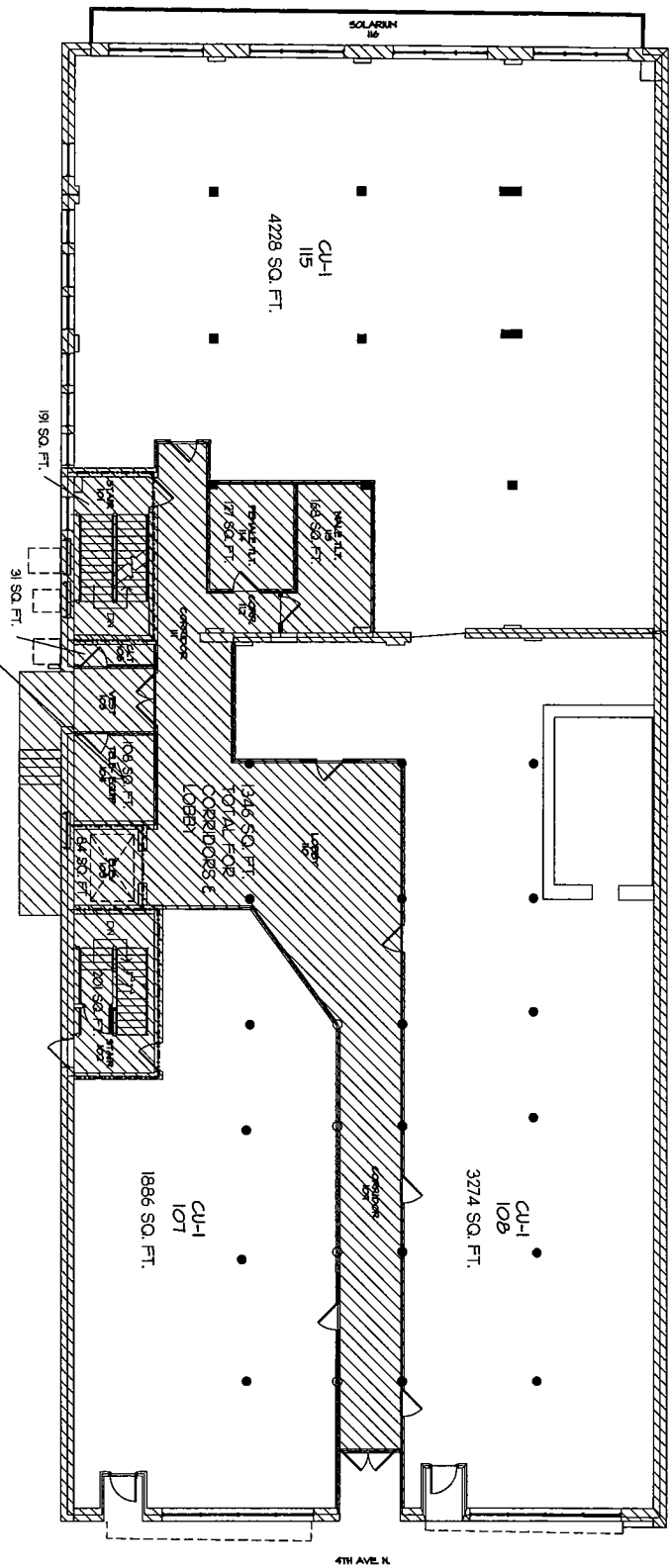
**AMBROSE CONDOMINIUMS PLAT**  
 162 4TH AVENUE NORTH  
 NASHVILLE, TENNESSEE

LIC 640426 PLAT 001

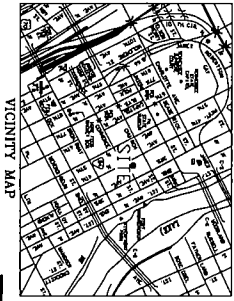
LEGEND	
	COMMON ELEMENT (CE)
	LIMITED COMMON (LC)
	COMMERCIAL UNIT (CU)

**OVERALL FIRST FLOOR PLAN**

**NOTE:**  
 UTILITY LINES AND PIPES SERVING A PARTICULAR UNIT OR UNITS ARE ASSIGNED AS LIMITED COMMON AS PROVIDED IN THE MASTER DEED.

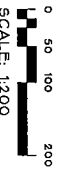
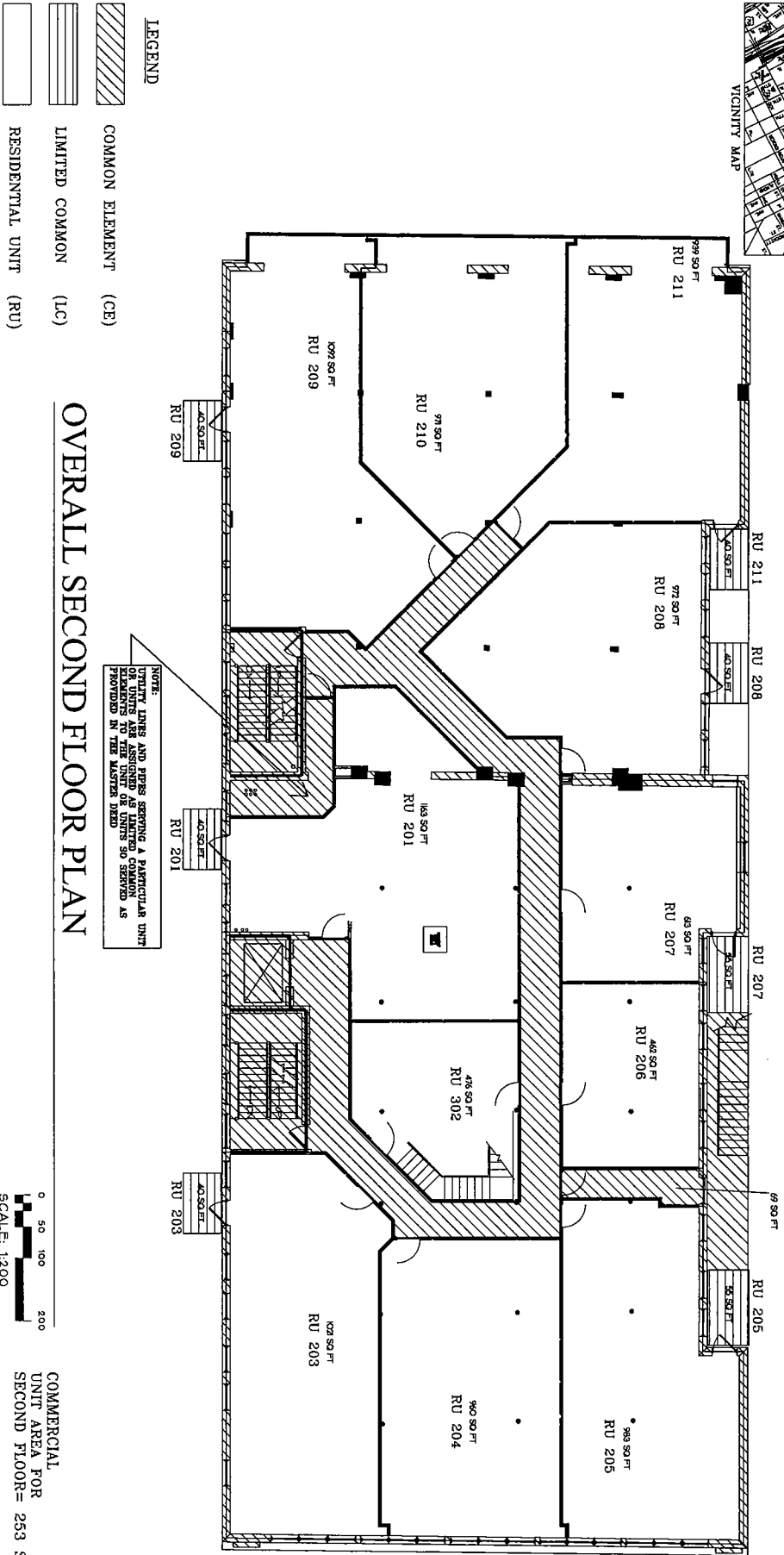


COMMERCIAL  
 UNIT AREA FOR  
 FIRST FLOOR = 9,737 SQ. FT.

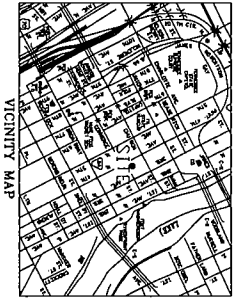


# AMBROSE CONDOMINIUMS PLAT

## 162 4TH AVENUE NORTH NASHVILLE, TENNESSEE



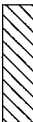


COMMERCIAL  
UNIT AREA FOR  
SECOND FLOOR= 253 SQ. FT.

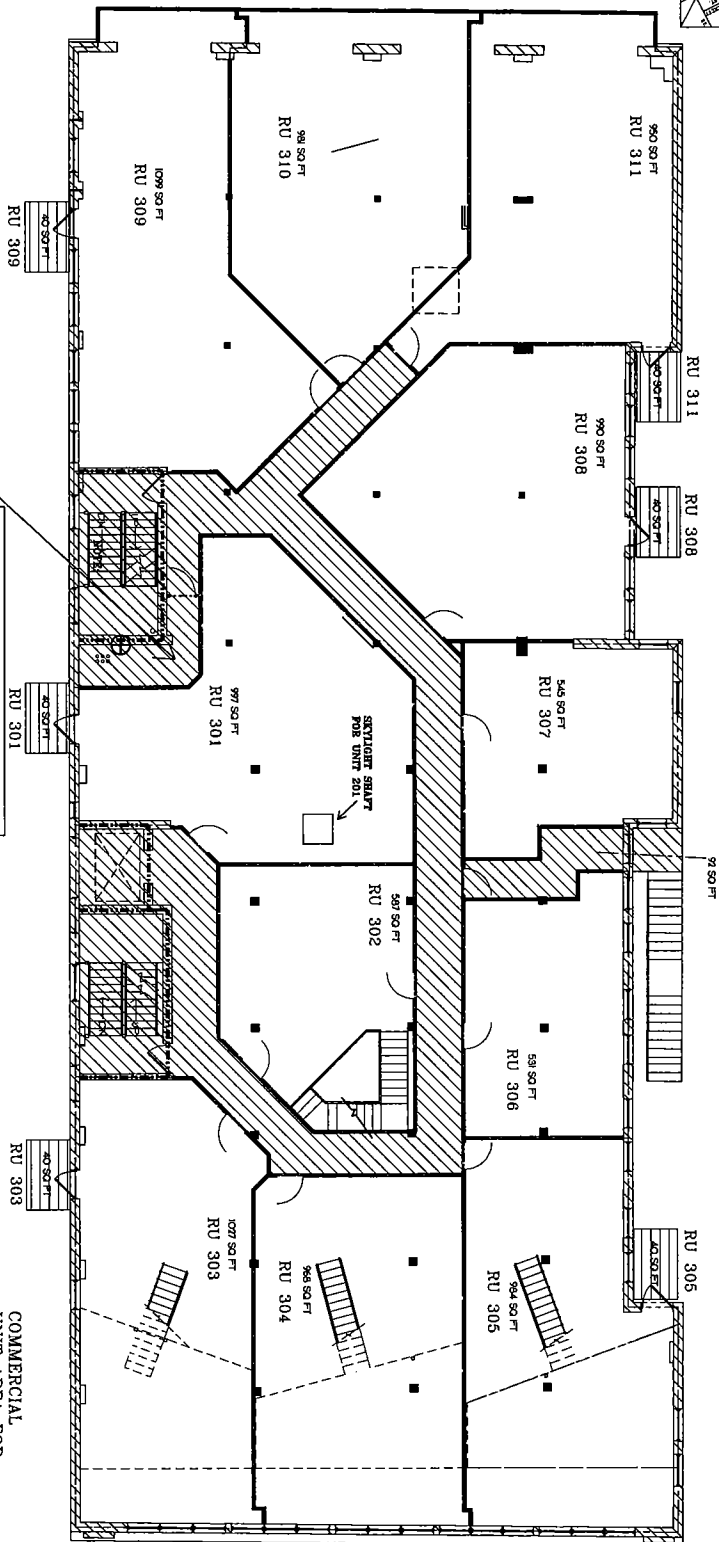


# AMBROSE CONDOMINIUMS PLAT

## 162 4TH AVENUE NORTH NASHVILLE, TENNESSEE

**LEGEND**

	COMMON ELEMENT (CE)
	LIMITED COMMON (LC)
	RESIDENTIAL UNIT (RU)



UTILITY LINES AND PIPES SERVING A PARTICULAR UNIT OR UNITS ARE ASSIGNED AS LIMITED COMMON AS PROVIDED IN THE MASTER DEED

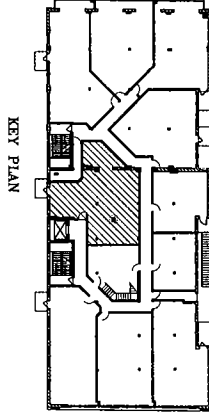
### OVERALL THIRD FLOOR PLAN



COMMERCIAL  
UNIT AREA FOR  
THIRD FLOOR= 254 SQ. FT.  
COMMERCIAL  
UNIT AREA FOR  
ROOF PARAPET= 499 SQ. FT.  
TOTAL COMMERCIAL  
UNIT AREA FOR  
TOTAL BUILDING= 20,199 SQ. FT.



AMBROSE CONDOMINIUMS PLAT  
 162 4TH AVENUE NORTH  
 NASHVILLE, TENNESSEE

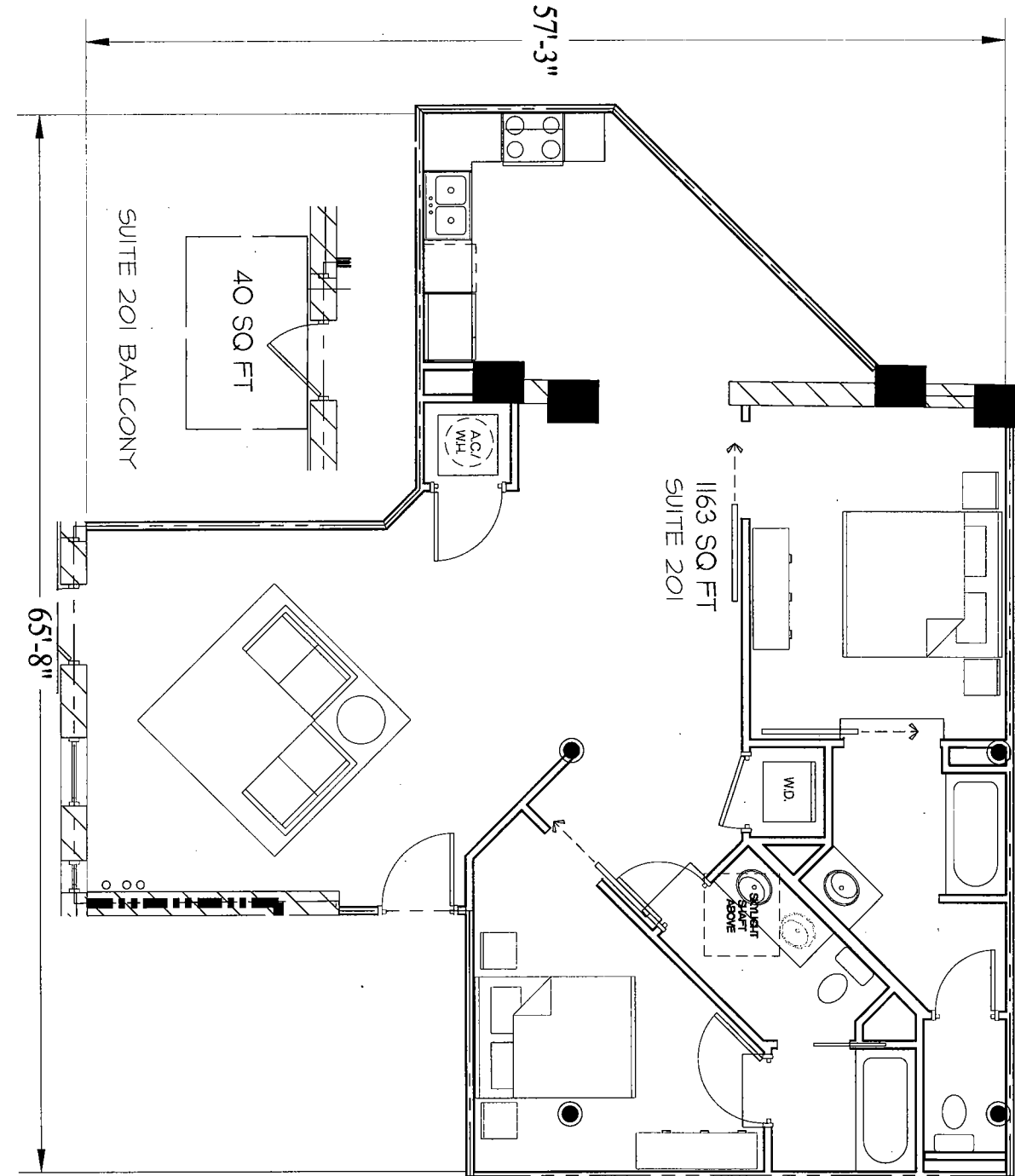


UNIT AREA = 1163 SQ. FT.  
 BALCONY AREA = 40 SQ. FT.

# UNIT 201



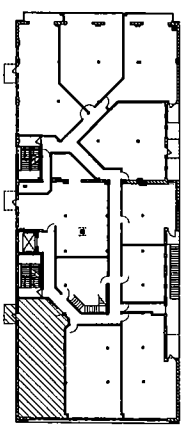
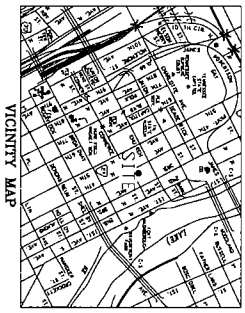
SCALE: 3/16" = 1'-0"



The Innovations Group

Tel: 615.277.8278  
 Fax: 615.277.8250

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

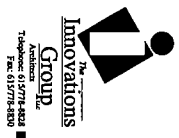
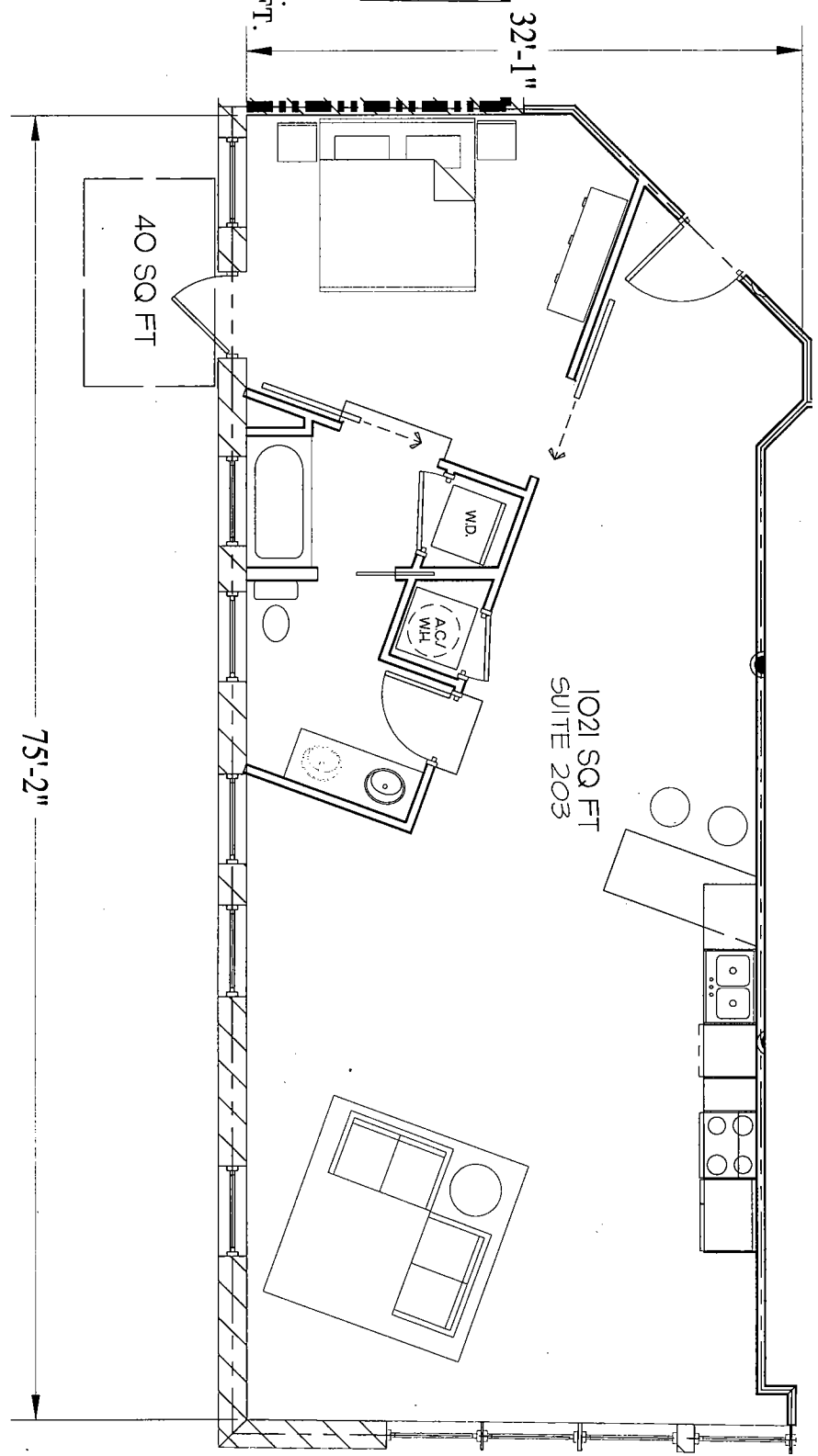


UNIT AREA = 1021 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

# UNIT 203



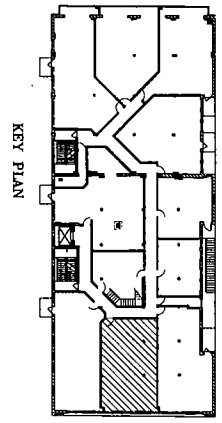
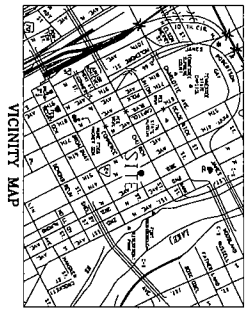
SCALE: 3/16" = 1'-0"



Innovations  
Group

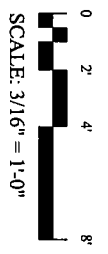
Architect  
744 West 42nd  
Tulsa, Oklahoma 74104  
Tel: 918/773-8890

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

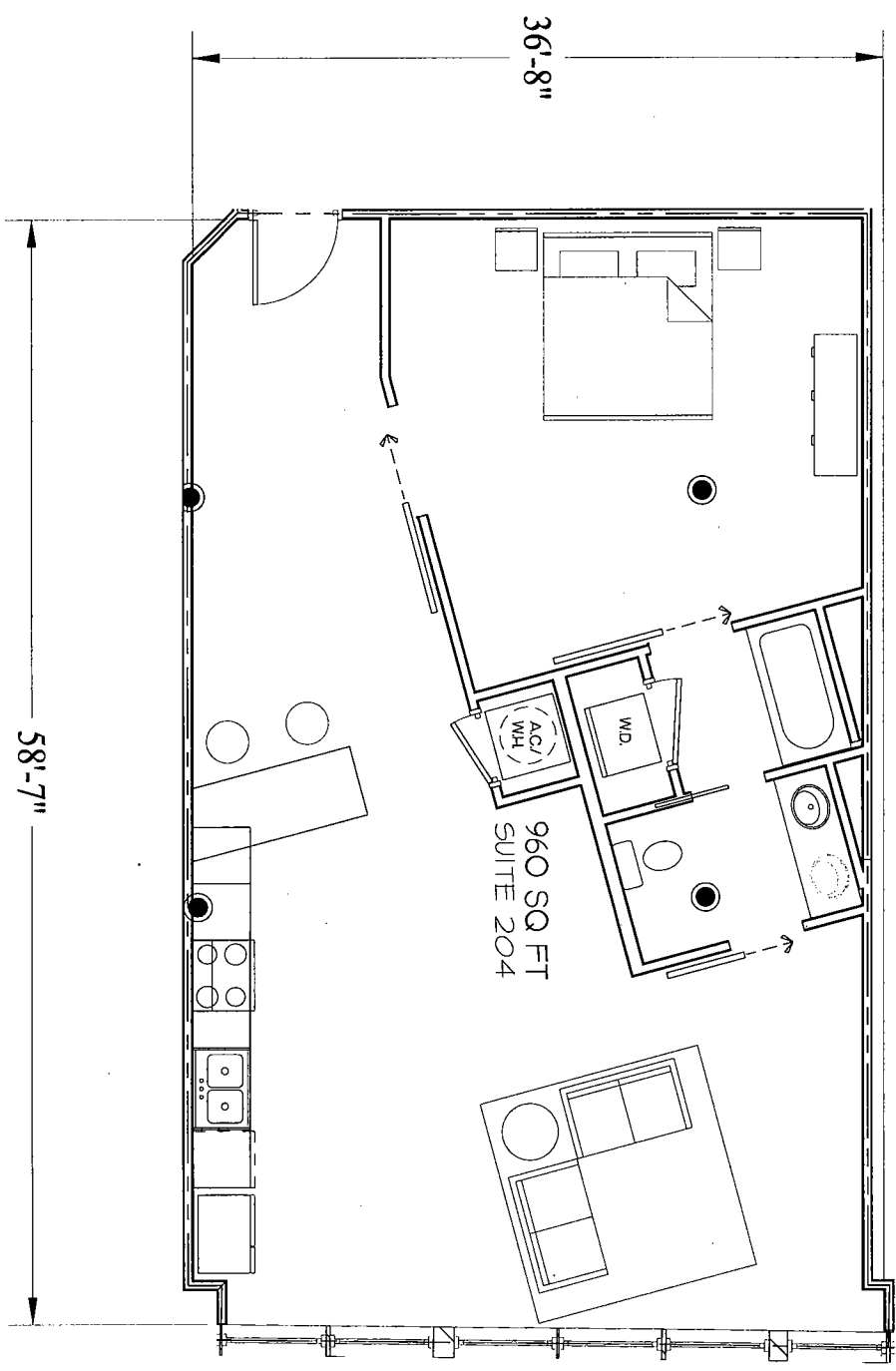


UNIT AREA = 960 SQ. FT.

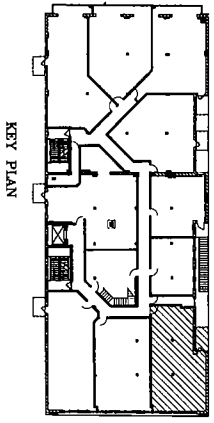
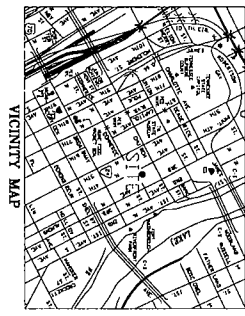
# UNIT 204



The Innovations Group  
Telephone: 615/778-8838  
Fax: 615/778-8830

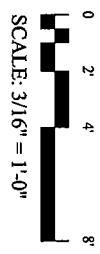


AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

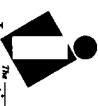
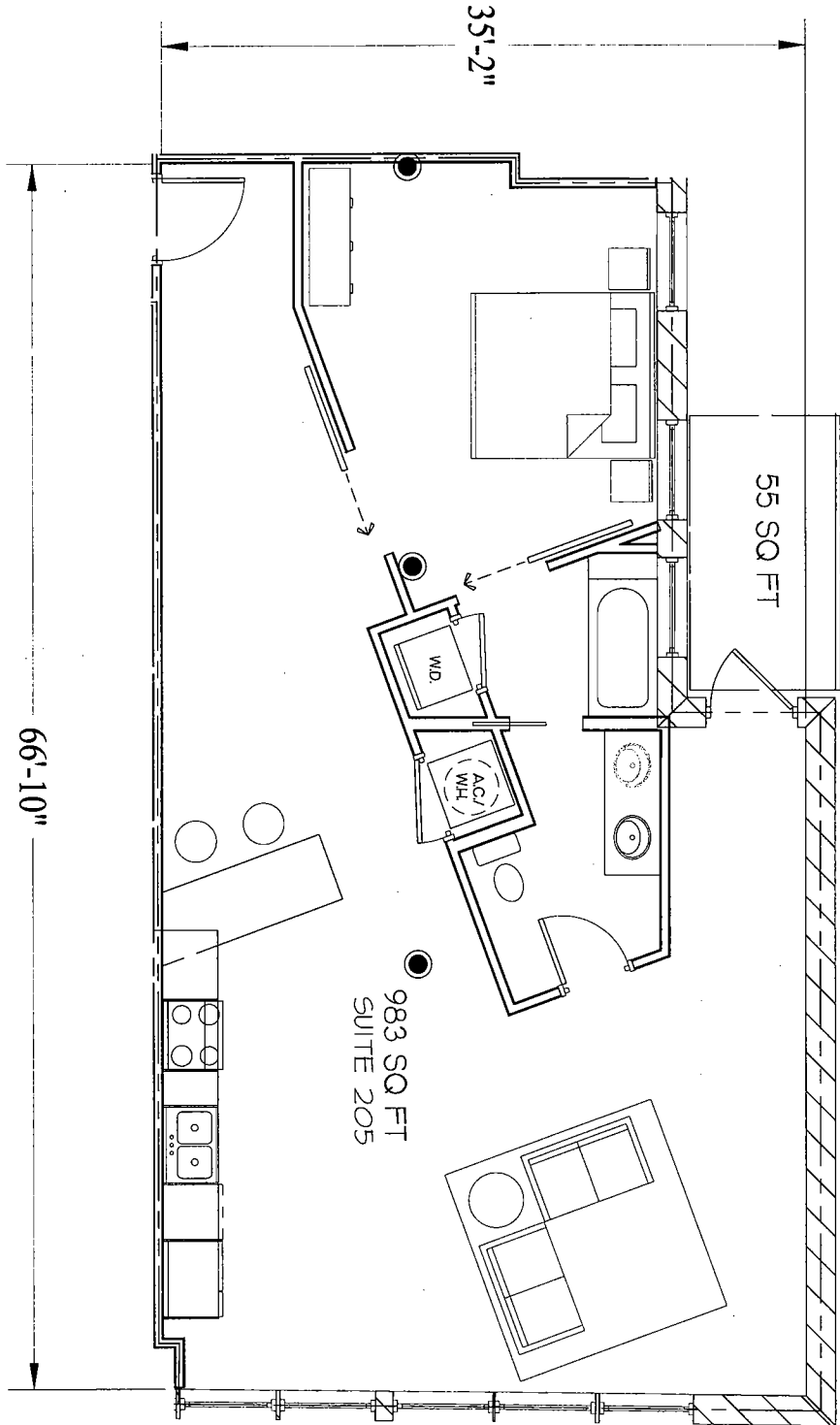


UNIT AREA = 983 SQ. FT.  
PATIO AREA = 55 SQ. FT.

# UNIT 205



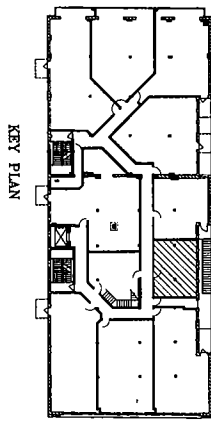
SCALE: 3/16" = 1'-0"



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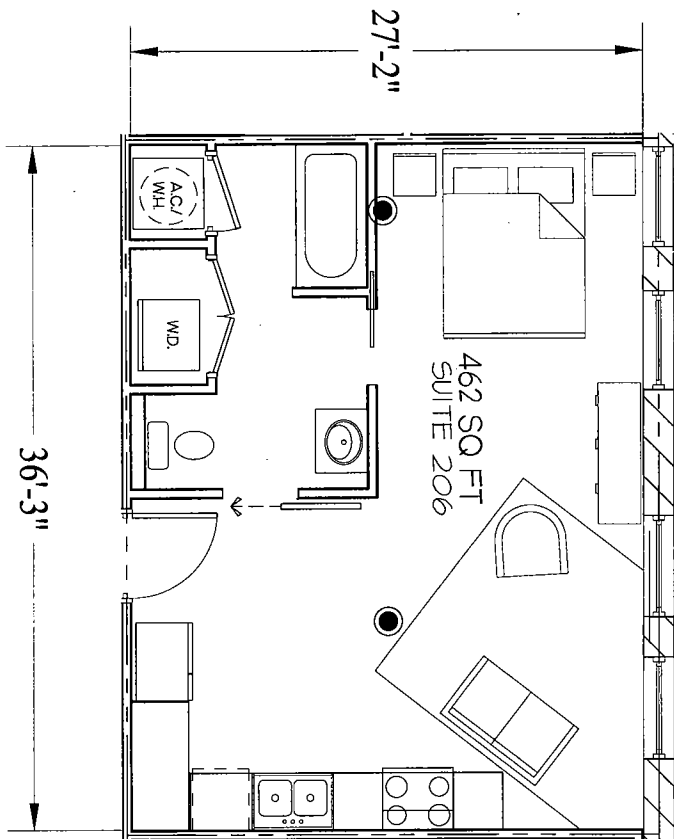
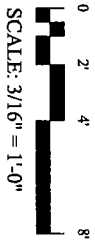
Telephone: 615/778-8433  
Fax: 615/778-8430

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



UNIT AREA = 462 SQ. FT.

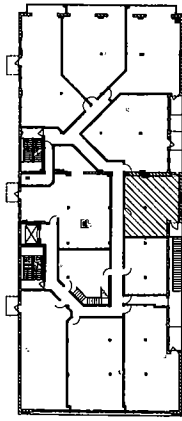
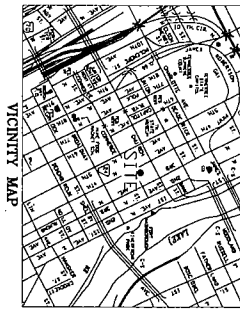
# UNIT 206



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Telephone: 615.778.4434  
Fax: 615.778.4830

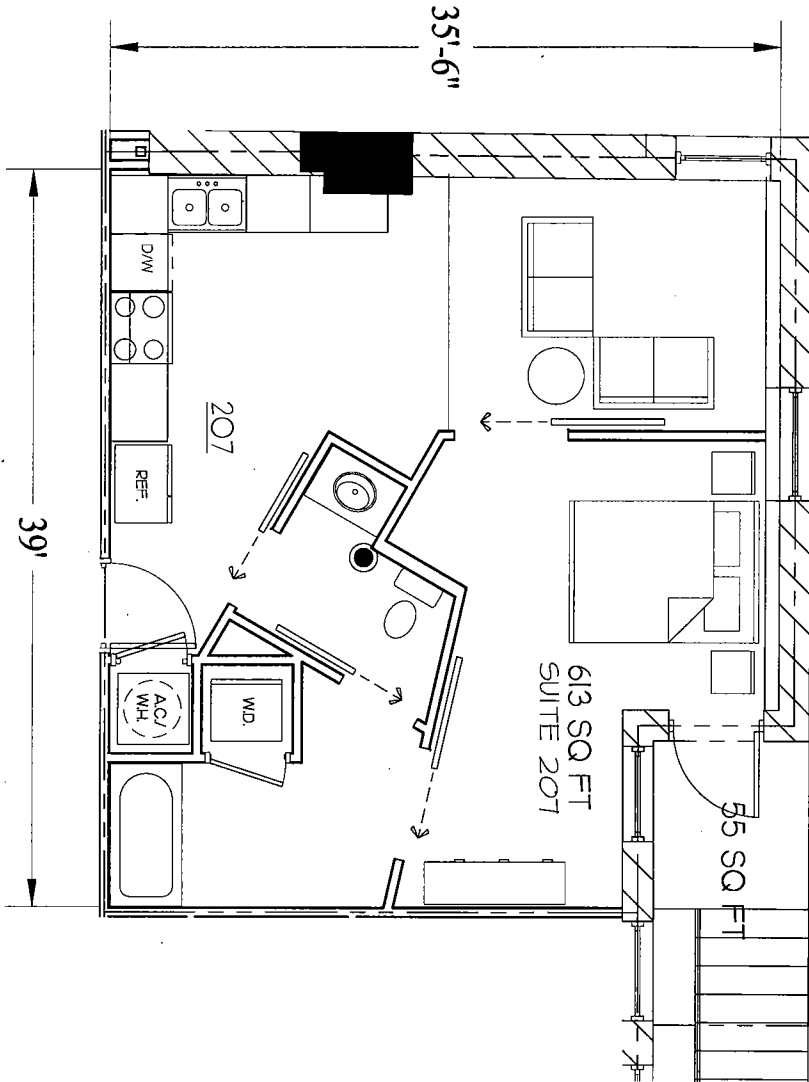
AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



UNIT AREA = 613 SQ. FT.  
PATIO AREA = 55 SQ. FT.

# UNIT 207

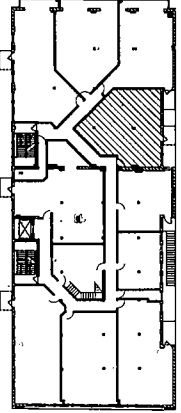
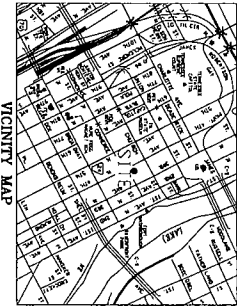
0 2' 4' 8'  
SCALE: 3/16" = 1'-0"



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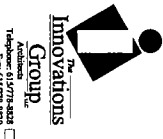
Telephone: 615-774-8323  
Fax: 615-774-8300

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

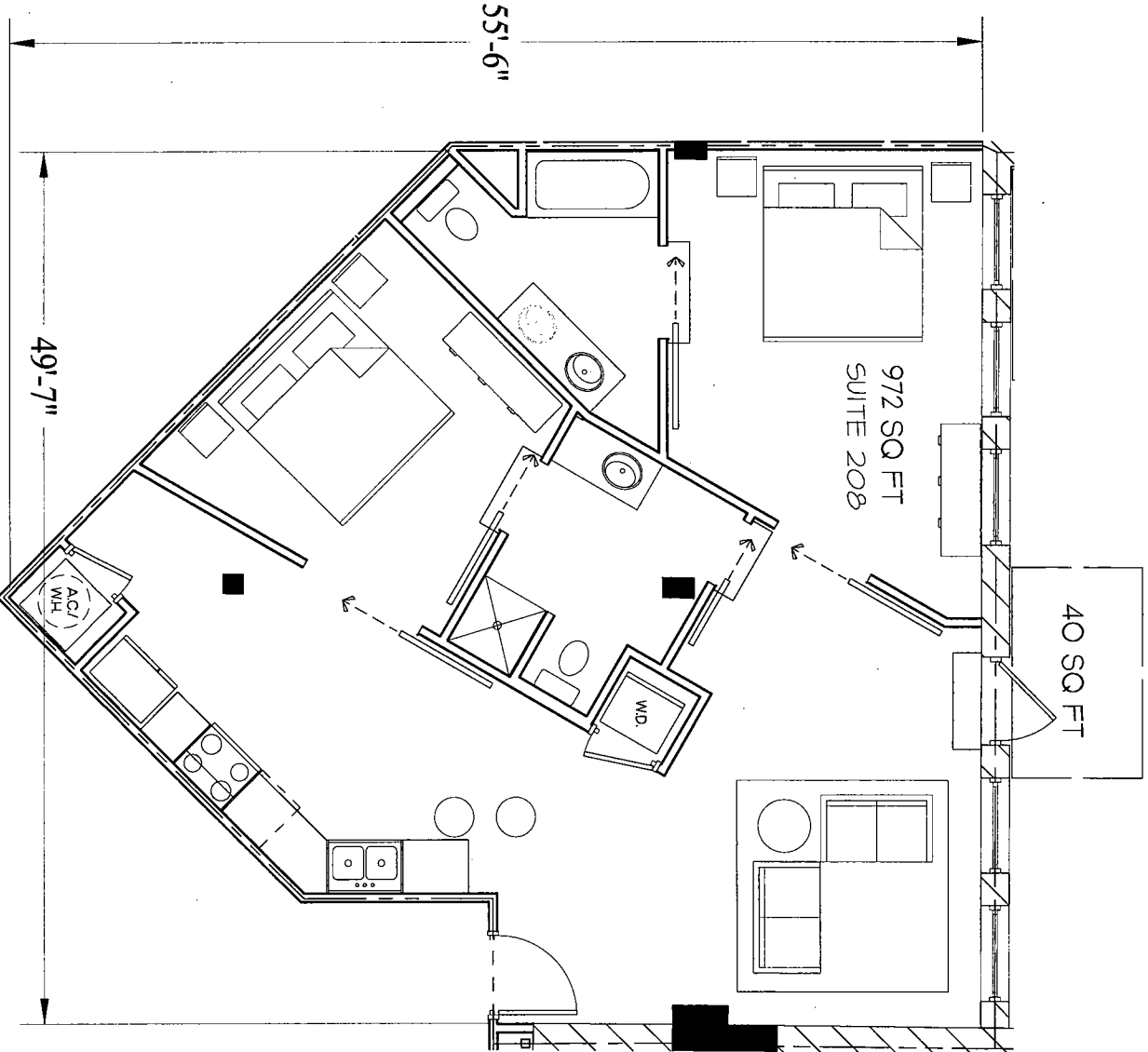


UNIT AREA = 972 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

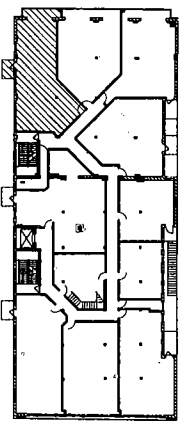
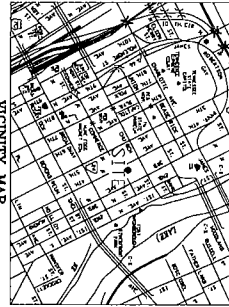
# UNIT 208



Telephone: 615/778-4824  
Fax: 615/778-4830



AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



UNIT AREA = 1092 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

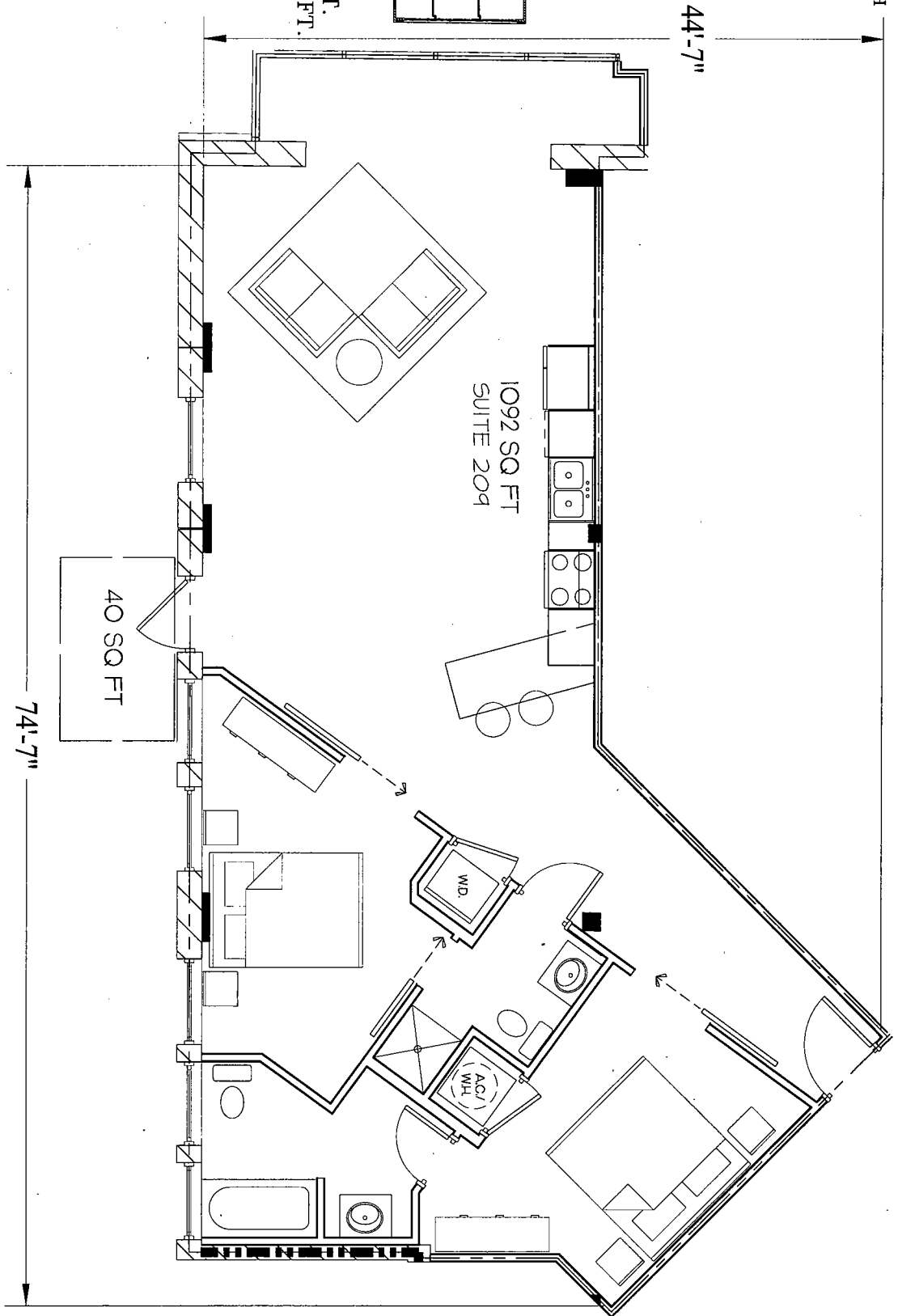
# UNIT 209



SCALE: 3/16" = 1'-0"

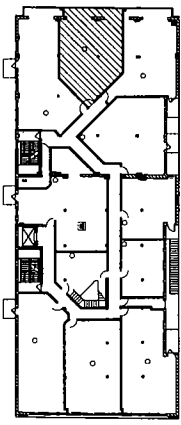


Telephone: 615.778.4833  
Facsimile: 615.778.4830





AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



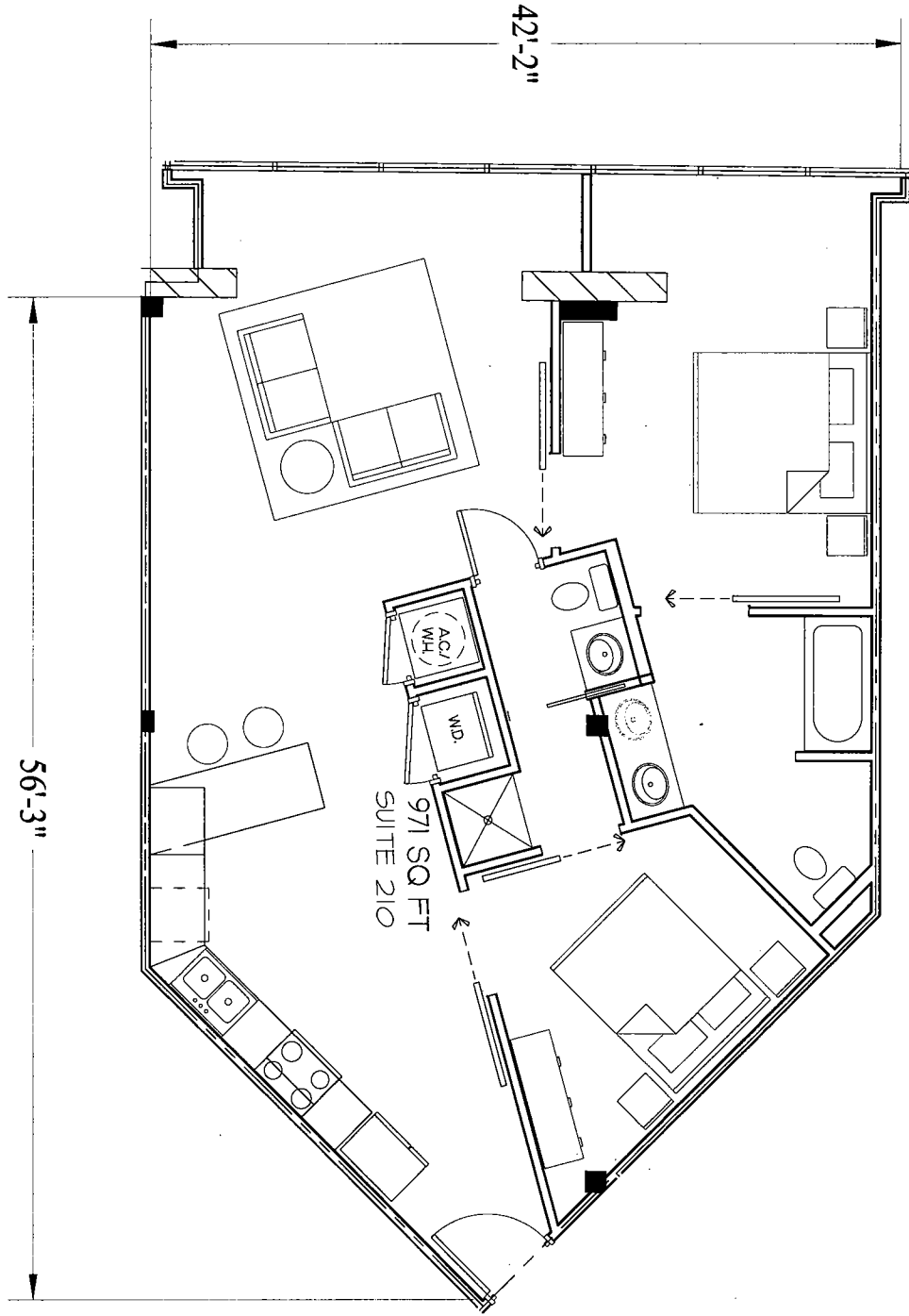
UNIT AREA = 971 SQ. FT.

# UNIT 210

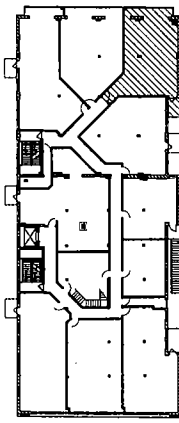
0 2' 4' 8'  
SCALE: 3/16" = 1'-0"



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Fax: 615/778-8820

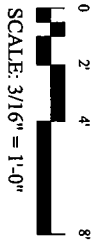


AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



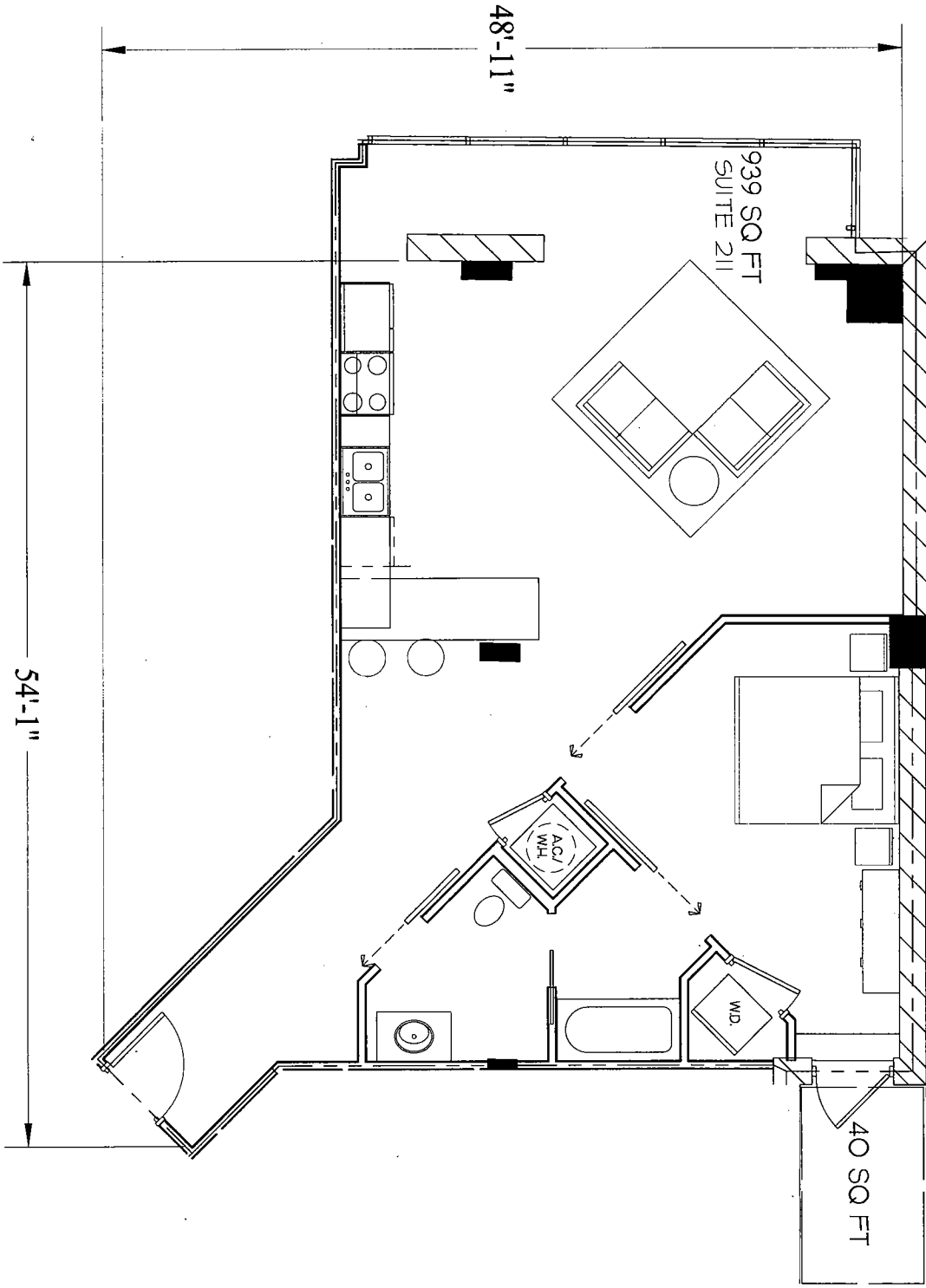
UNIT AREA = 939 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

# UNIT 211

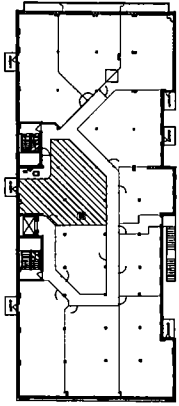
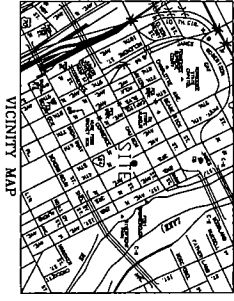


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Group

Telephone: 615/778-8233  
Fax: 615/778-8230



AMBROSE CONDOMINIUMS PLAT  
 162 4TH AVENUE NORTH  
 NASHVILLE, TENNESSEE

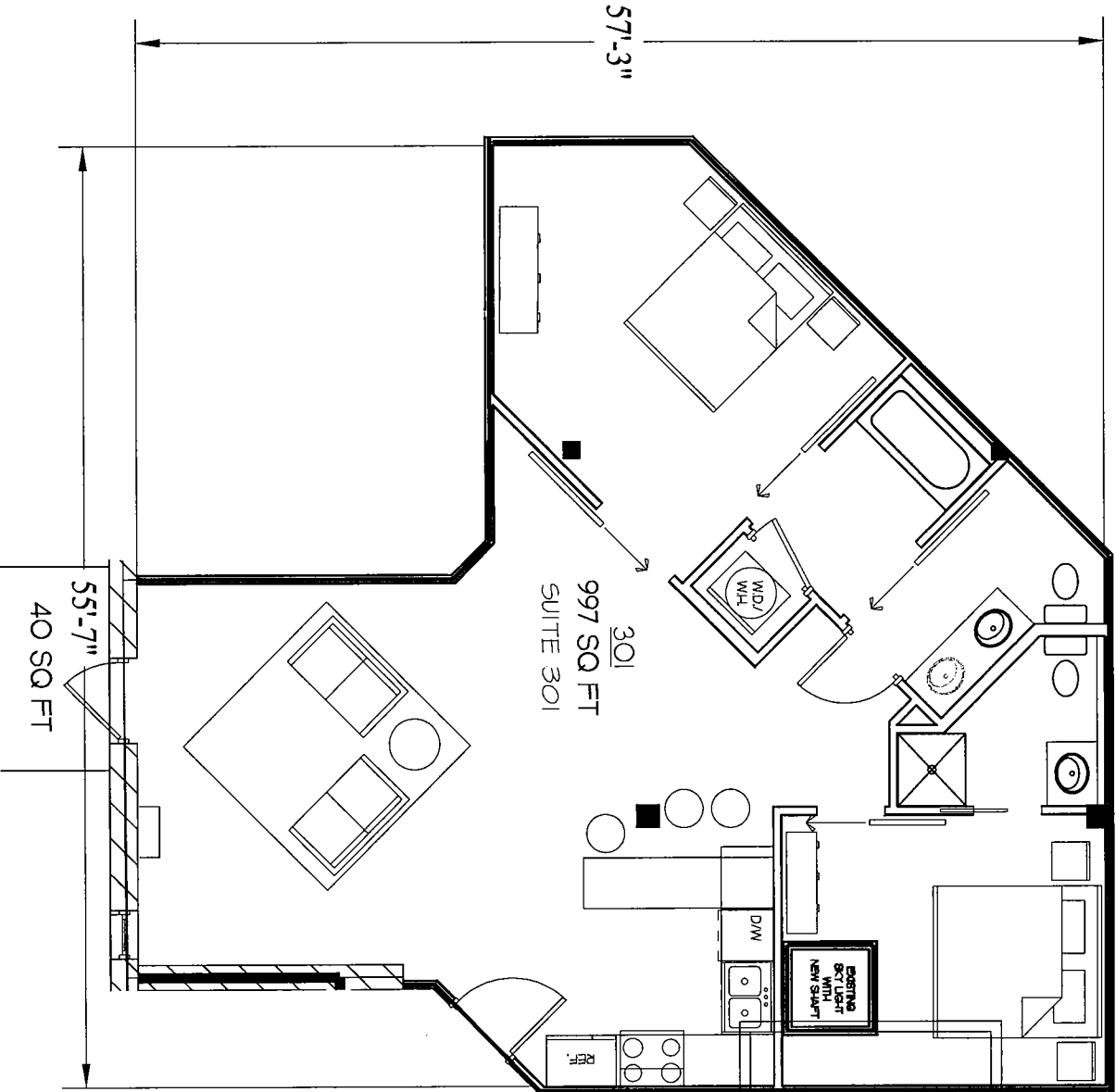


UNIT AREA = 997 SQ. FT.  
 BALCONY AREA = 40 SQ. FT.

# UNIT 301

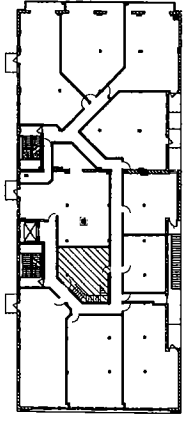
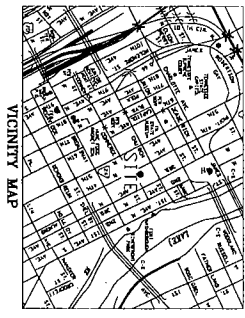


Architect  
 Telephone: 615.778.8424  
 Fax: 615.778.8400



AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

NOTE: THIS IS THE  
FIRST FLOOR TO THIS  
TWO-LEVEL UNIT.

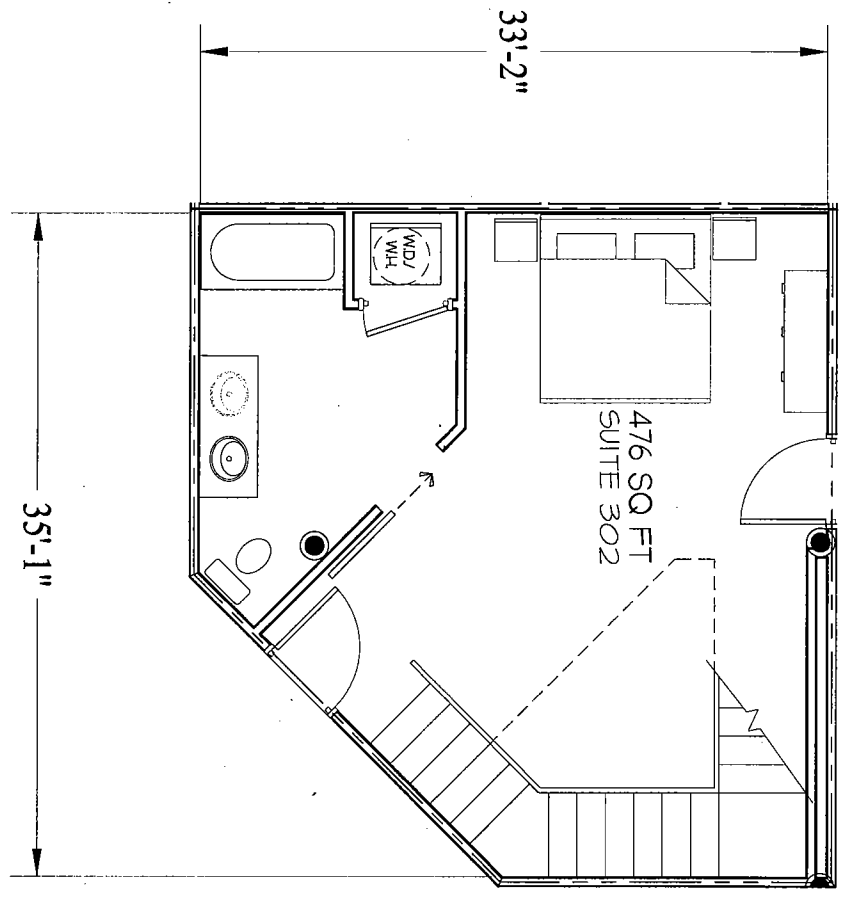


2ND FLOOR AREA = 476 SQ. FT.  
3RD FLOOR AREA = 587 SQ. FT.

# UNIT 302

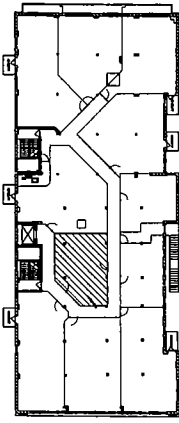


SCALE: 3/16" = 1'-0"



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Architectural  
162 4TH AVENUE NORTH  
NASHVILLE, TN 37203  
TEL: 615-259-4300  
FAX: 615-259-4300

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

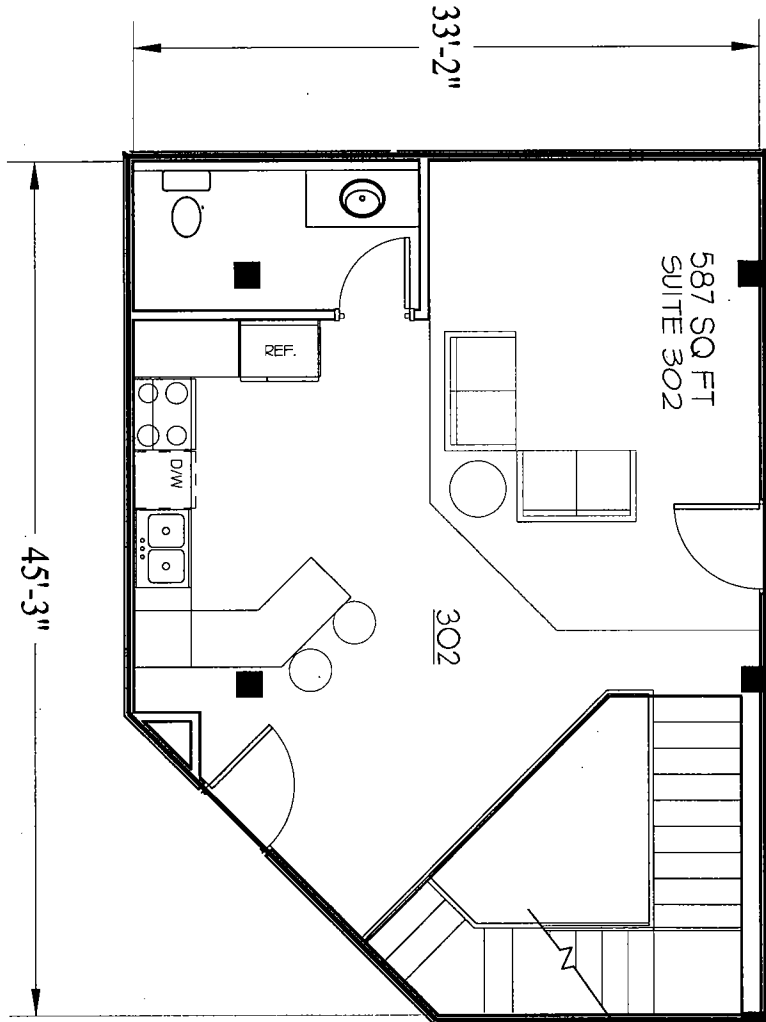


2ND FLOOR AREA = 476 SQ. FT.  
3RD FLOOR AREA = 587 SQ. FT.

# UNIT 302

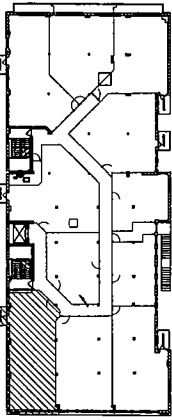
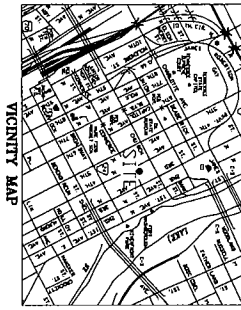


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Group  
Telephone: 615.776.4433



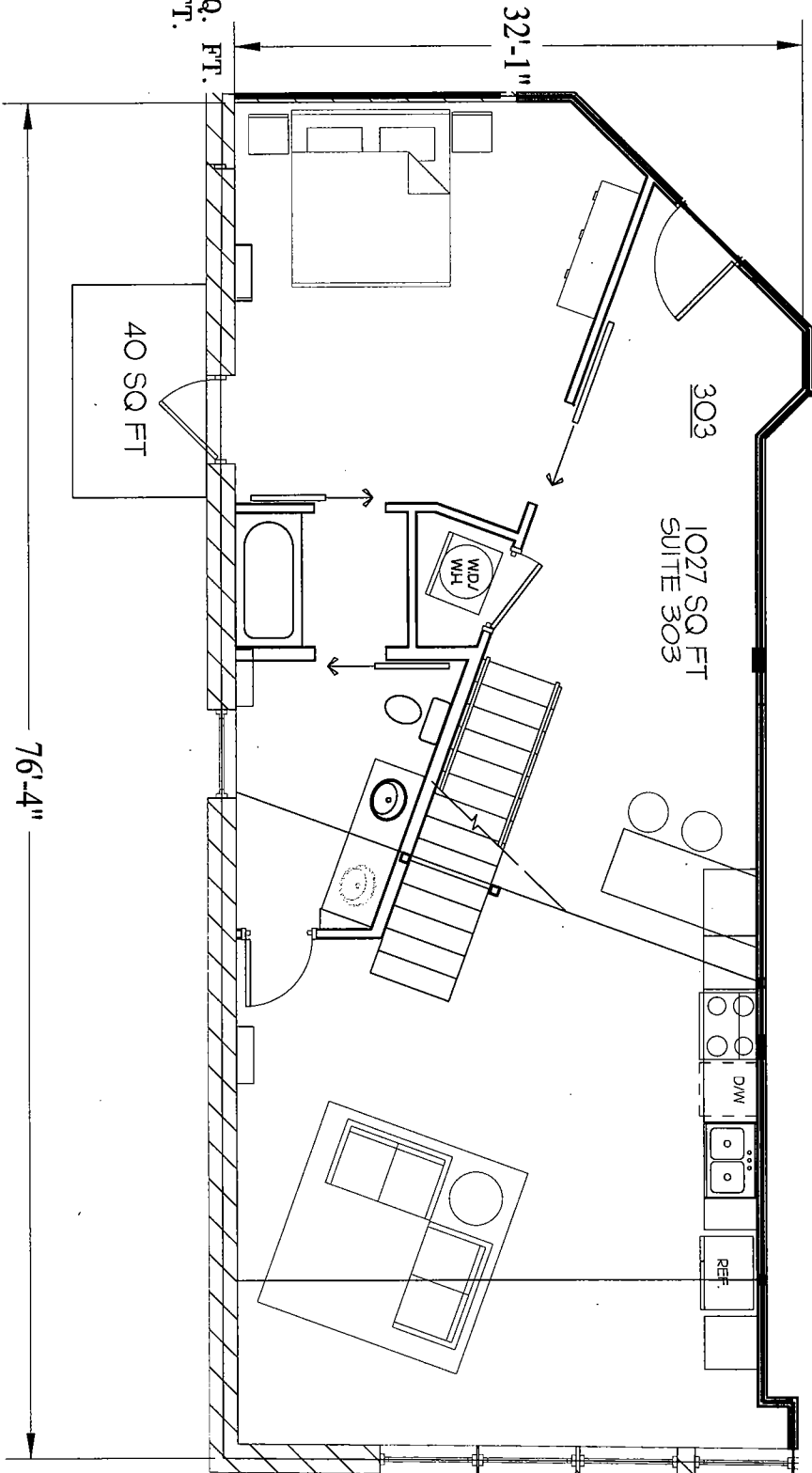
NOTE: THIS IS THE  
SECOND FLOOR TO  
THIS TWO-LEVEL UNIT.

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

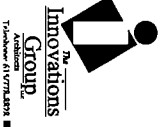


LOWER FLOOR AREA = 1027 SQ. FT.  
MEZZANINE AREA = 327 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

# UNIT 303

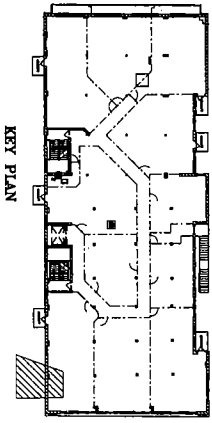
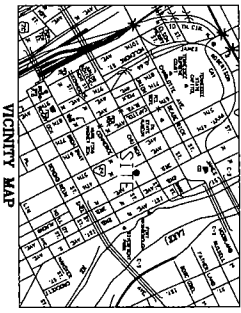


NOTE: THIS IS THE  
GROUND FLOOR TO  
THIS TWO-LEVEL UNIT.



**The Ambrose Group**  
INNOVATIONS  
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775 W. WOODLAND AVENUE, SUITE 1000  
NASHVILLE, TN 37203

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



LOWER FLOOR AREA = 1027 SQ. FT.  
MEZZANINE AREA = 327 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

# UNIT 303

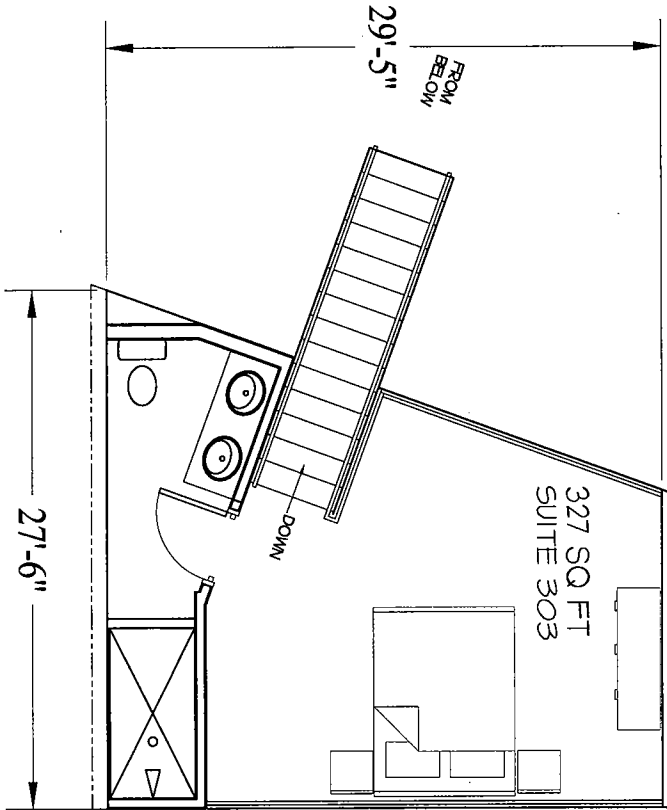


SCALE: 3/16" = 1'-0"



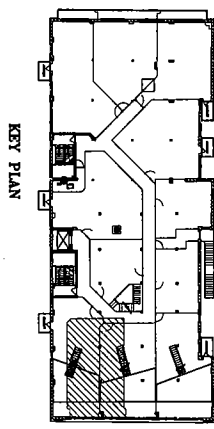
The Innovations Group  
Architects

Telephone: 615/778-8828



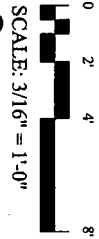
NOTE: THIS IS THE  
MEZZANINE FLOOR TO  
THIS TWO-LEVEL UNIT.

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



LOWER FLOOR AREA = 968 SQ. FT.  
MEZZANINE AREA = 306 SQ. FT.

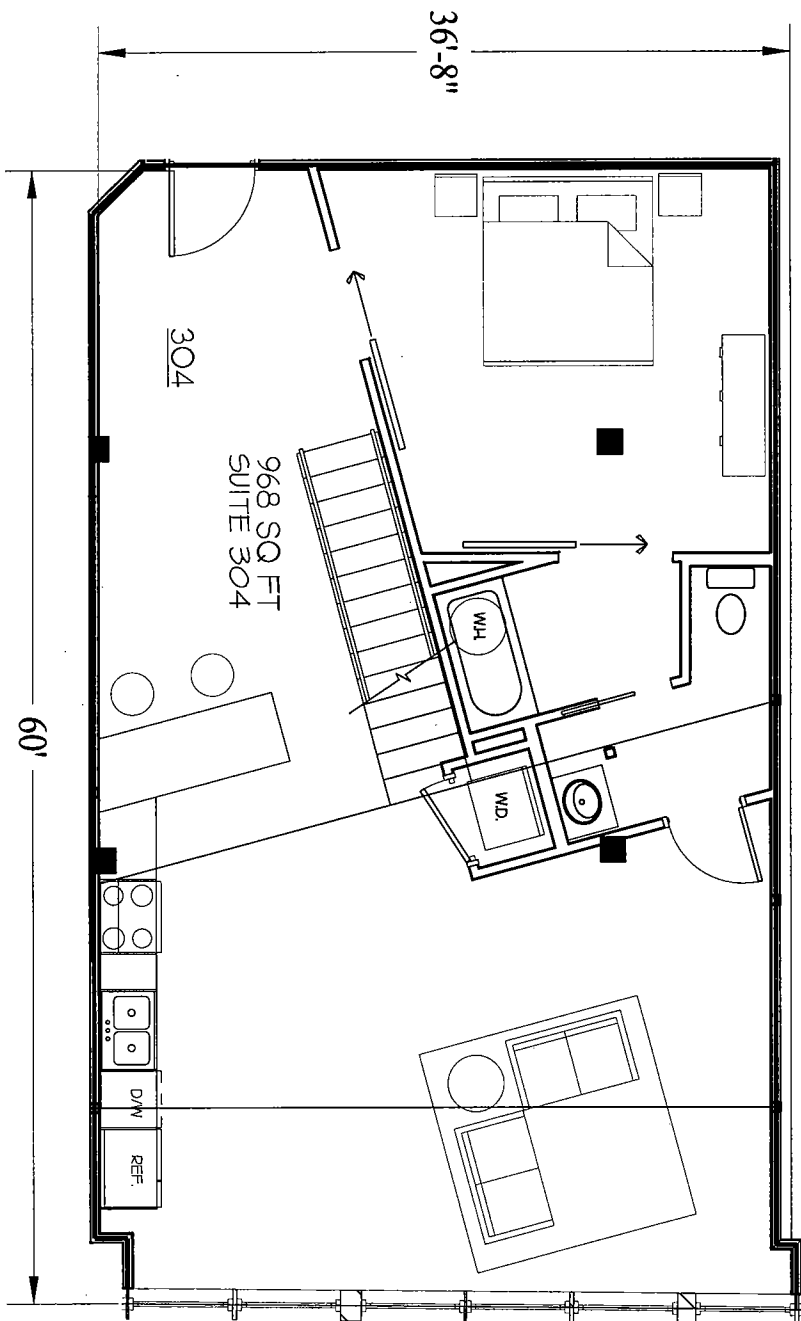
# UNIT 304



SCALE: 3/16" = 1'-0"



Address: 162 4th Avenue North  
Telephone: 615/778-8828  
Fax: 615/778-8828

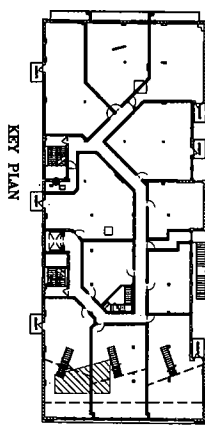


NOTE: THIS IS THE  
GROUND FLOOR TO  
THIS TWO-LEVEL UNIT.



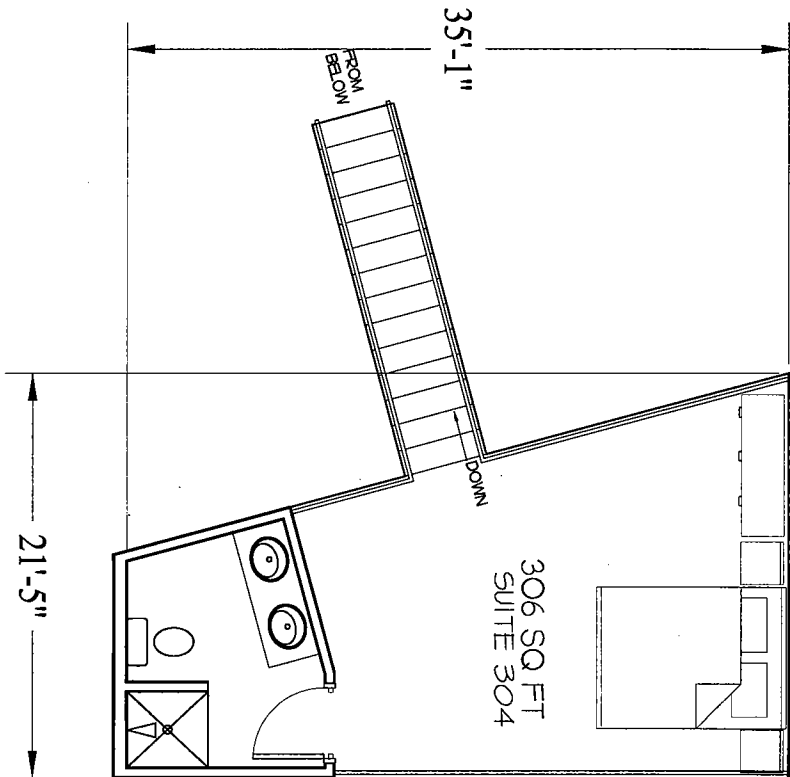
AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

NOTE: THIS IS THE  
MEZZANINE FLOOR TO  
THIS TWO-LEVEL UNIT.



LOWER FLOOR AREA = 968 SQ. FT.  
MEZZANINE AREA = 306 SQ. FT.

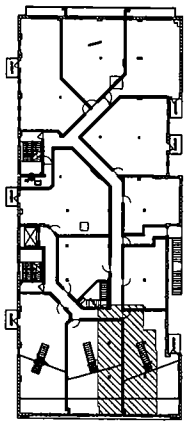
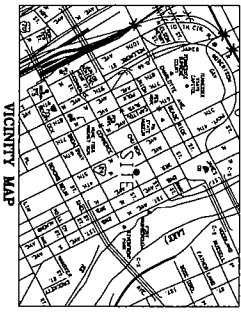
# UNIT 304



Innovations  
Group  
A Division of URS | 603

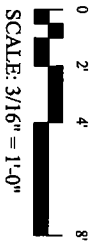
AMBROSE CONDOMINIUMS PLAT  
 162 4TH AVENUE NORTH  
 NASHVILLE, TENNESSEE

NOTE: THIS IS THE  
 GROUND FLOOR TO  
 THIS TWO-LEVEL UNIT.

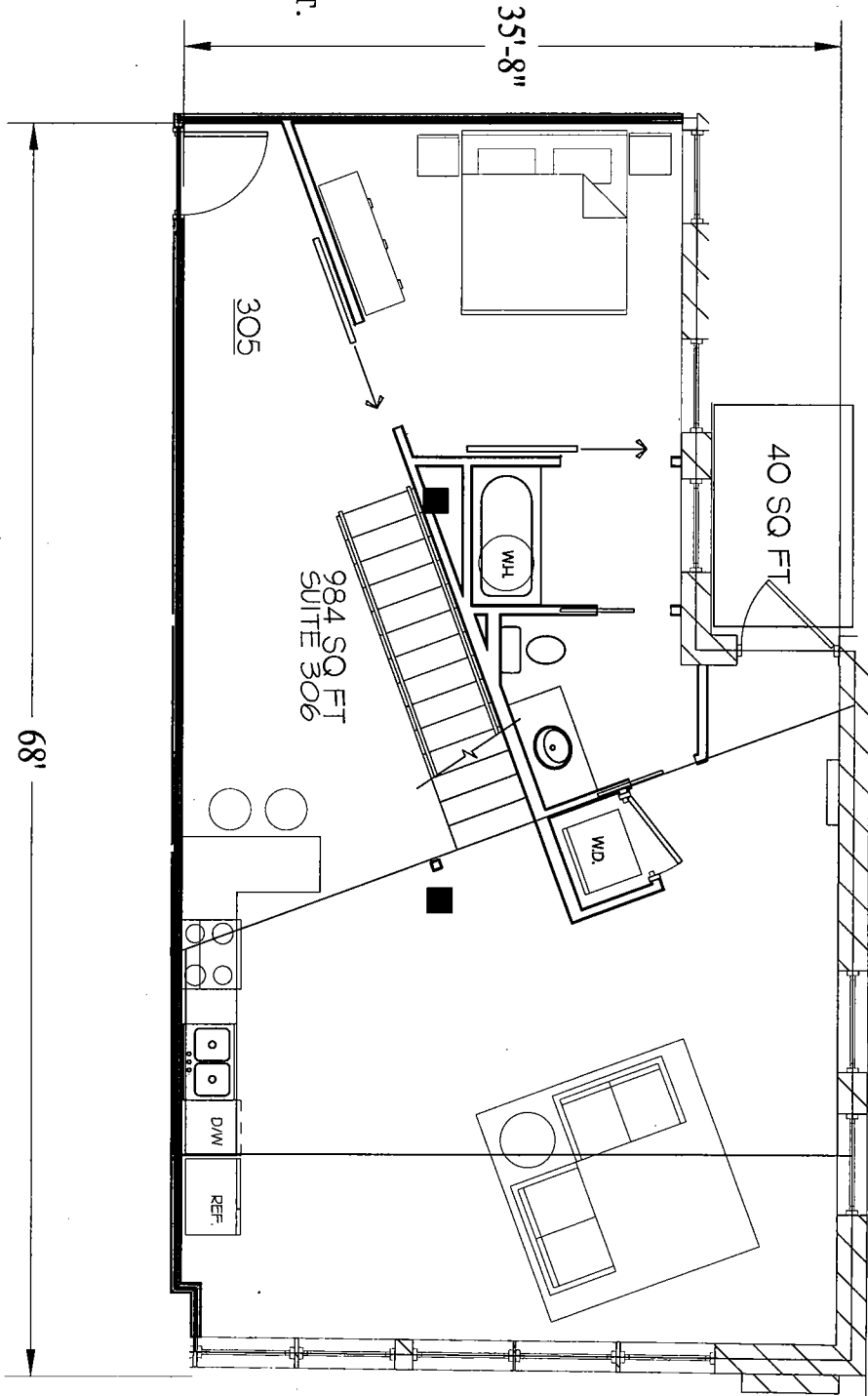


LOWER FLOOR AREA = 984 SQ. FT.  
 MEZZANINE AREA = 326 SQ. FT.  
 BALCONY AREA = 40 SQ. FT.

UNIT 305



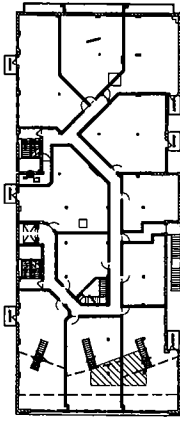
SCALE: 3/16" = 1'-0"



Architect  
 162 4TH AVENUE NORTH  
 NASHVILLE, TN 37203

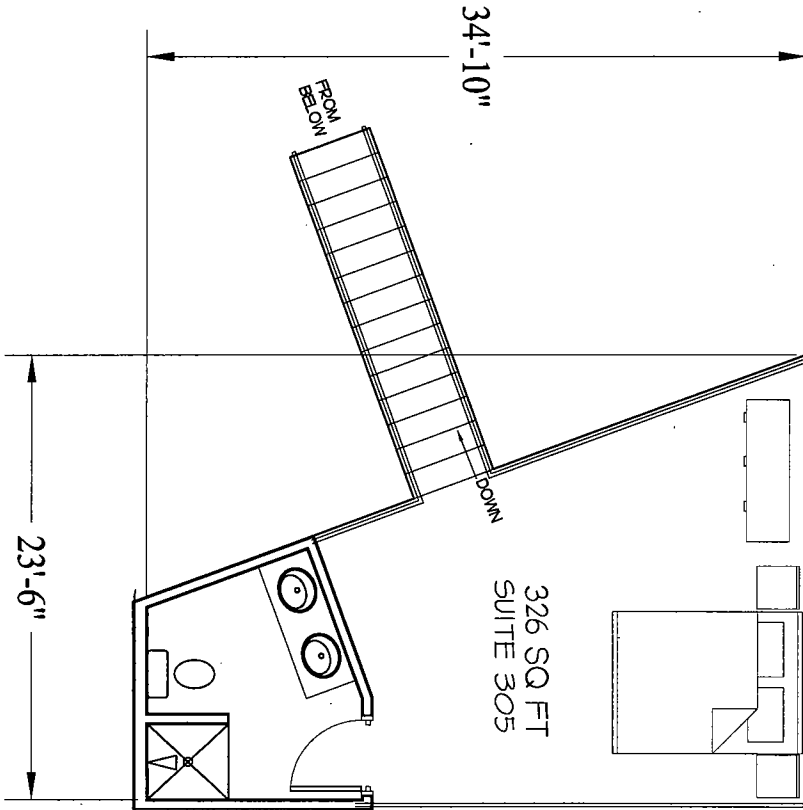
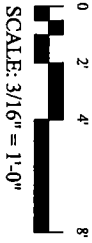
AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

NOTE: THIS IS THE  
MEZZANINE FLOOR TO  
THIS TWO-LEVEL UNIT.



LOWER FLOOR AREA = 984 SQ. FT.  
MEZZANINE AREA = 326 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

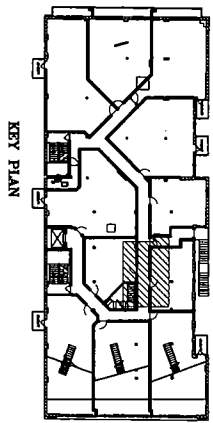
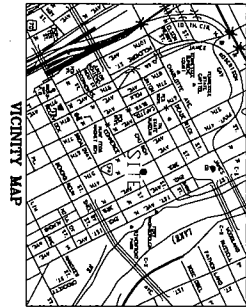
# UNIT 305



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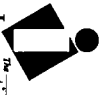
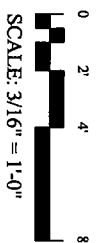
162-4th-Ave-N-305

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

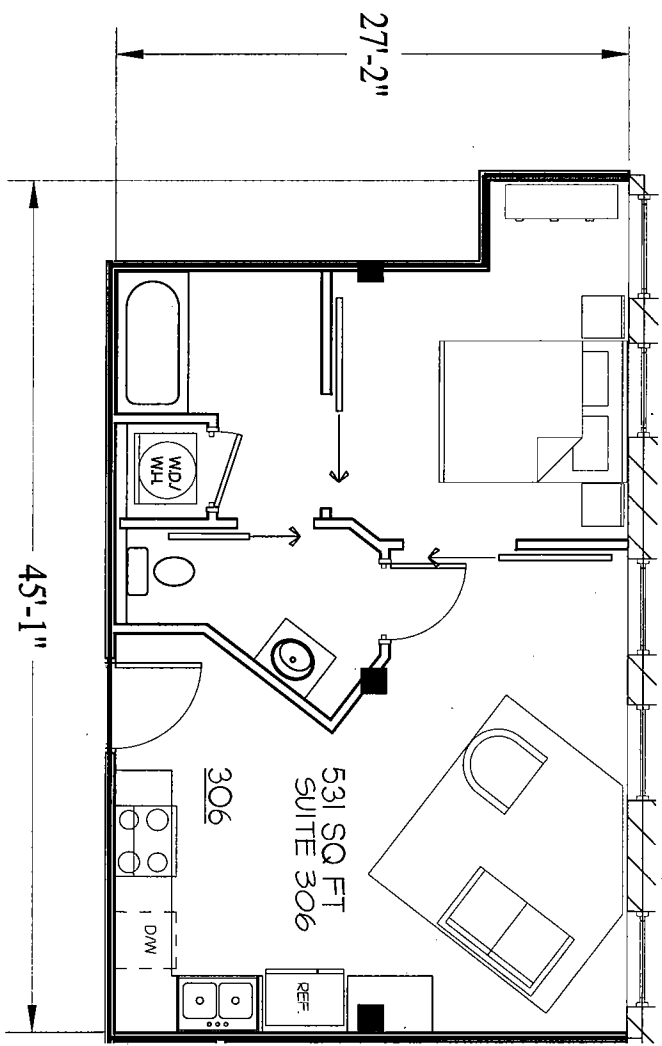


UNIT AREA = 531 SQ. FT.

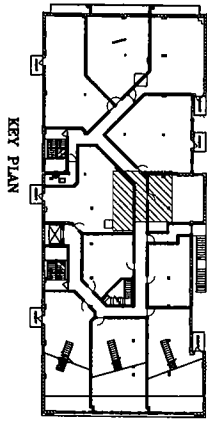
# UNIT 306



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Group  
Telephone: 615/778-4222

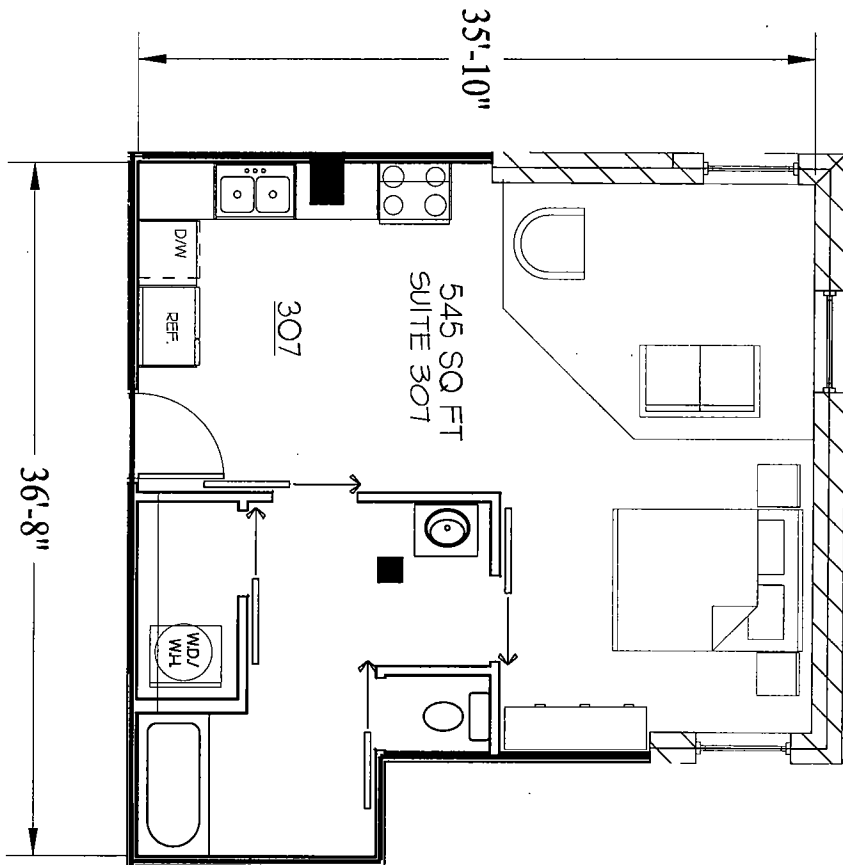
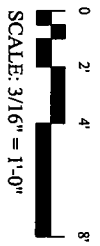


AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



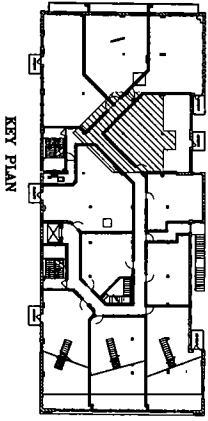
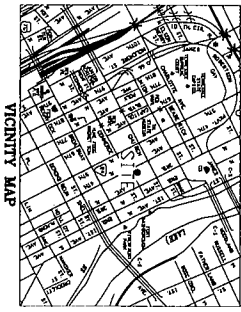
UNIT AREA = 545 SQ. FT.

# UNIT 307



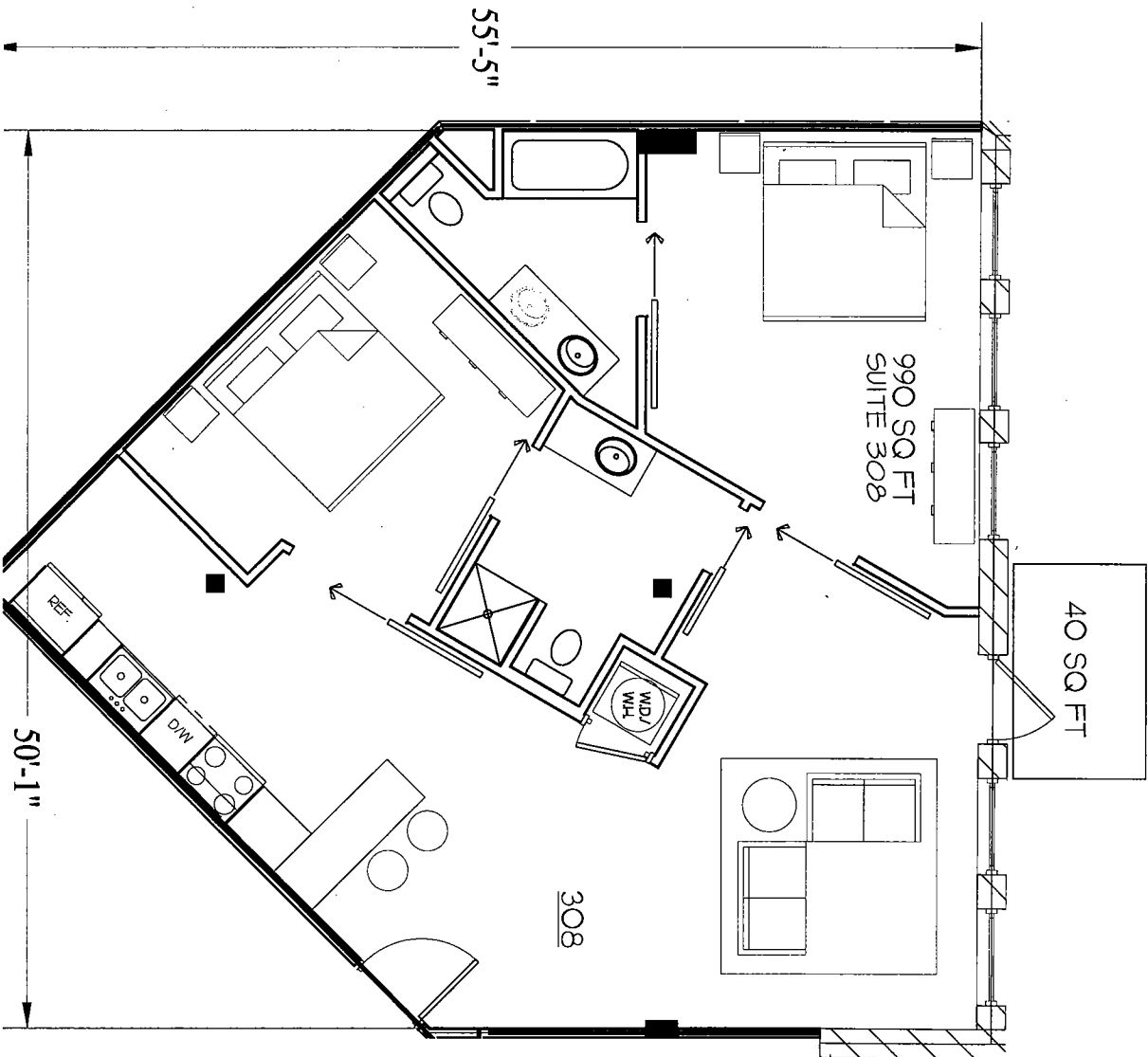
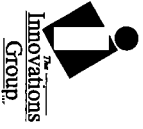
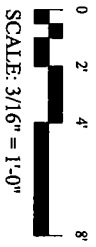
The Innovations Group, Inc.  
Architects  
Telephone: 615.775.4444  
Fax: 615.775.4444

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

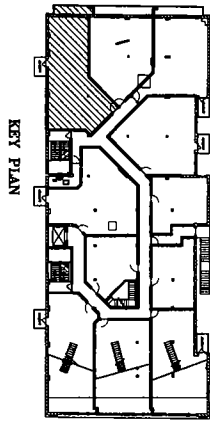


UNIT AREA = 990 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

# UNIT 308



AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE

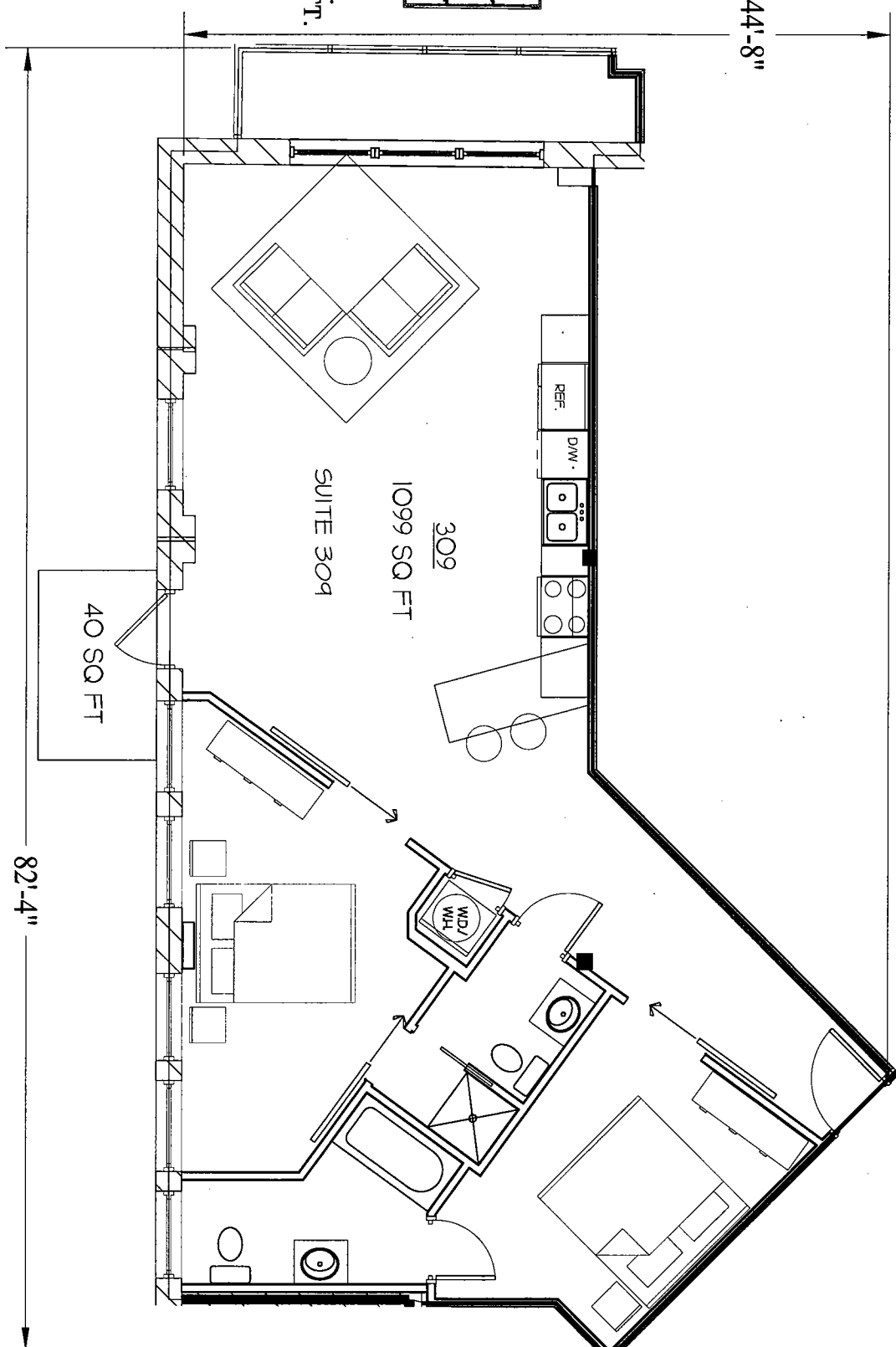


UNIT AREA = 1099 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

# UNIT 309

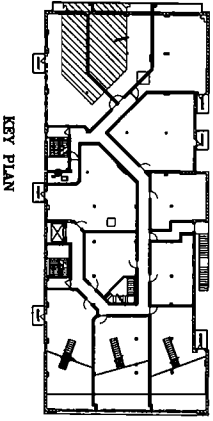
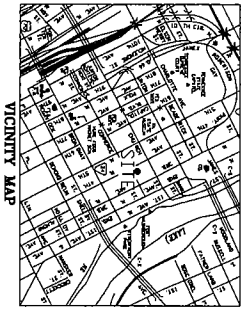


SCALE: 3/16" = 1'-0"



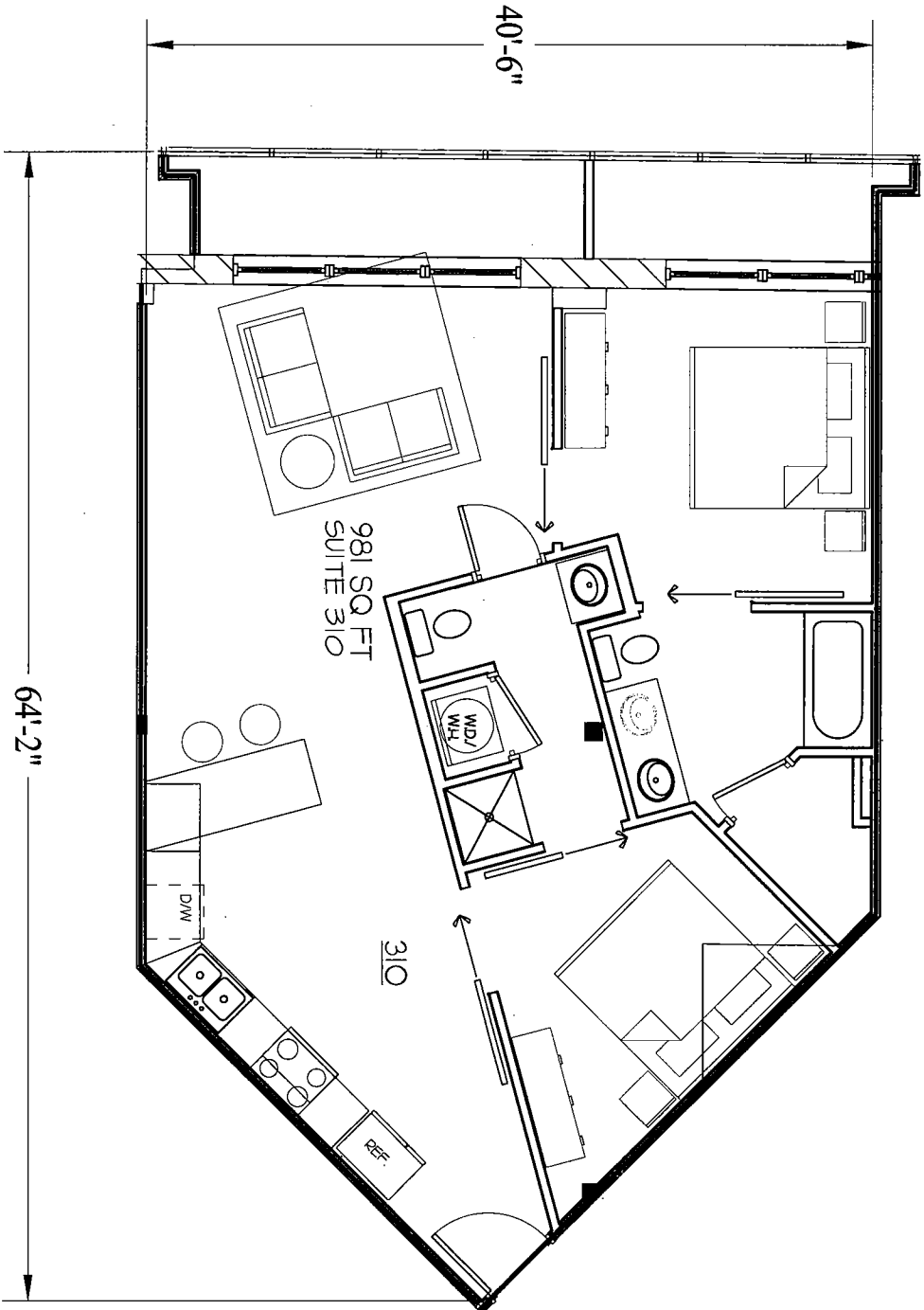
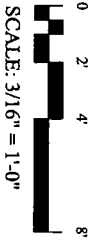
The Innovations Group  
Architects  
7-Adams Avenue, Suite 400  
Nashville, TN 37203  
Tel: 615-778-8200

AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



UNIT AREA = 981 SQ. FT.

# UNIT 310

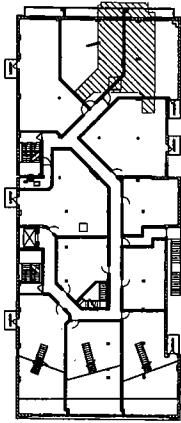


Innovations  
Group

700 Riverside Drive  
Nashville, TN 37203  
Phone: 615/778-8300

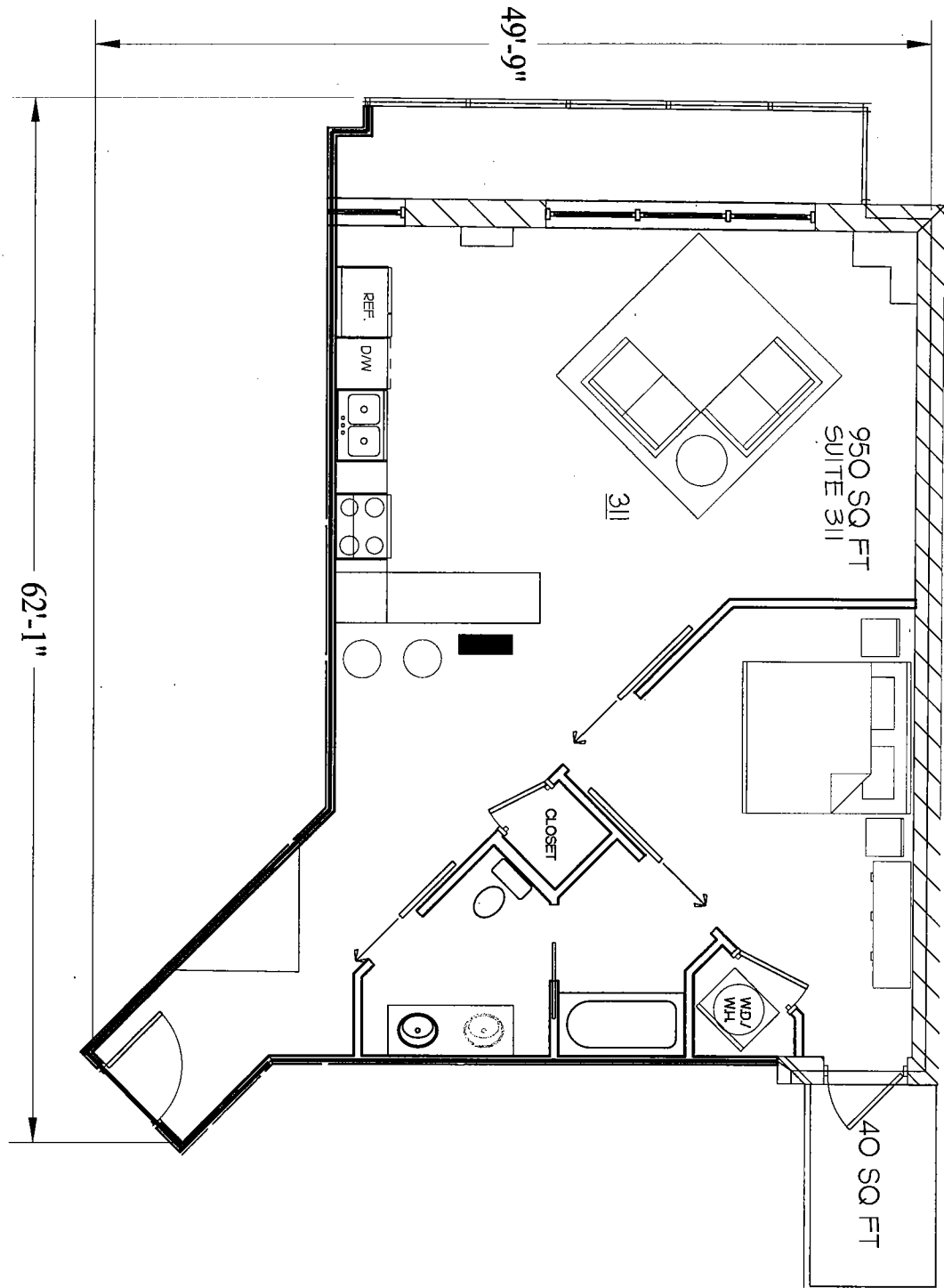
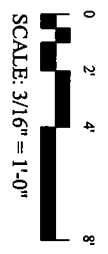


AMBROSE CONDOMINIUMS PLAT  
162 4TH AVENUE NORTH  
NASHVILLE, TENNESSEE



UNIT AREA = 950 SQ. FT.  
BALCONY AREA = 40 SQ. FT.

# UNIT 311



Innovations  
Group

Architect  
Telephone: 615/775-8833  
Fax: 615/775-8833

**THIS INSTRUMENT PREPARED BY:**  
Waller Lansden Dortch & Davis, LLP (CBR)  
Nashville City Center  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219

Davidson County DEEDMAST  
Recvd: 05/07/08 14:31 16 p!  
Fees: 82.00 Taxes: 0.00



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

**THIS THIRD AMENDMENT TO MASTER DEED FOR AMBROSE CONDOMINIUM** (the “Amendment”) is made effective as of the 6<sup>th</sup> day of May, 2008 (the “Effective Date”), by **AMBROSE ASSOCIATES**, a Tennessee general partnership (“Declarant”).

**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, and by that certain Second Amendment to Master Deed for Ambrose Condominium recorded as Instrument Number 20061030-0134166 in said Register’s Office (collectively, the “Master Deed”), Declarant submitted that certain real property more particularly described in Attachment 1 hereto to the form of ownership set forth in the Tennessee Horizontal Property Act, and to the provisions of said Master Deed; and

**WHEREAS**, pursuant to the provisions of Paragraph 13(b)(iii) of the Master Deed, Declarant desires to amend the Master Deed as necessary in order to subdivide the Commercial Unit into eight (8) separate units to be known as Commercial Units 1, 2, 3, 4, 100, 101, 102 and 103 (collectively, the “Commercial Units,” and each, individually, a “Commercial Unit”), as identified in the revised Plat, attached hereto as Attachment 2; and

**WHEREAS**, Declarant desires to re-assign the exterior walls and roof of the Building as Limited Common Elements to the Commercial Units, and, as a result of such re-assignment, all expenses incurred in connection with the cleaning, maintenance, repair and replacement of the exterior walls and roof of the Building shall be specially assessed equitably among the Commercial Units, pursuant to Paragraph 8(b)(i) of the Master Deed; and

**WHEREAS**, pursuant to the provisions of that certain Tennessee Conservation Easement dated October 27, 2006, by and between Declarant and Historic Nashville, Inc., a Tennessee non-profit corporation (“Historic Nashville”), of record in Instrument No. 20061030-0134167 in said Register’s Office (the “Conservation Easement Agreement”), Declarant granted a conservation easement to Historic Nashville on the real property on which the Ambrose Condominium is located, and Declarant assumed certain responsibilities and obligations with

respect to such conservation easement, as set forth in the Conservation Easement Agreement; and

**WHEREAS**, the Association has agreed to assume, observe and perform all of the obligations and duties of Declarant under the Conservation Easement Agreement to the extent that such obligations and duties first arise and relate to periods after the Effective Date; and

**WHEREAS**, although the Commercial Unit Owner has the right to subdivide the Commercial Unit without the consent of any other Owner, the entirety of this Amendment has been approved by the Association and by Declarant, which owns more than two-thirds (2/3) of the Units.

**NOW, THEREFORE**, Declarant hereby declares that the Master Deed shall be amended as set forth herein.

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

a. Definition of "Commercial Units". The definition of "Commercial Unit" set forth in Paragraph 2 of the Master Deed is hereby deleted in its entirety and replaced with the following:

"Commercial Units shall mean, collectively, the units located in the Basement and on the first floor of the Building identified as "Commercial Unit" or "CU" on the Plat. Each of the Commercial Units is individually referred to herein as a "Commercial Unit."

b. Units. The following provision in the first (1<sup>st</sup>) paragraph of Paragraph 4 of the Master Deed is deleted in its entirety: "The Condominium will be divided into (i) one (1) Commercial Unit comprising the first (1st) floor of the Building and the Basement" and is hereby replaced with the following provision: "The Condominium will be divided into (i) eight (8) Commercial Units located on the first (1st) floor of the Building and the Basement".

c. Horizontal Boundaries of Commercial Units. Paragraph 4(b)(i) of the Master Deed is hereby deleted in its entirety and replaced with the following:

"(i) The horizontal boundaries of the Commercial Units shall be the following:

(A) The upper horizontal boundary of each of the Commercial Units located in the Basement is the inside unfinished surface of the concrete slab between the ceiling of such Commercial Unit and the flooring of the area above it. The lower horizontal boundary of each of the Commercial Units located in the Basement is the inside unfinished surface of the concrete subflooring of the Basement, with the flooring, if any, constituting part of such Commercial Unit and the concrete subflooring and building foundation not constituting part of such Commercial Unit.

(B) The upper horizontal boundary of each of the Commercial Units located in the first (1st) floor of the Building is the inside unfinished surface of the concrete slab between the ceiling of such Commercial Unit and the flooring of the area above it.

The lower horizontal boundary of each of the Commercial Units located in the first (1st) floor of the Building is the inside unfinished surface of the concrete slab between the flooring of such Commercial Unit and the ceiling of the Basement.”

d. Re-assignment of the Exterior Walls and Roof of the Building as Limited Common Elements to the Commercial Units.

i. The following paragraph, which was inserted as a new paragraph after the first (1<sup>st</sup>) paragraph of Paragraph 4(c) of the Master Deed pursuant to Section 1(b)(iv) of the Second Amendment to Master Deed, is hereby deleted in its entirety:

“Notwithstanding the foregoing, or anything to the contrary set forth herein, the exterior walls and roof of the Building shall be, and are hereby deemed to be, within the boundaries of the Commercial Unit. 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 (3<sup>rd</sup>) floor of the Building and the exterior surface of the roof covering the Building (including such exterior surface).”

ii. The following paragraph is hereby inserted as new subparagraph (v) in Paragraph 6(a) of the Master Deed:

“Notwithstanding the foregoing, or anything to the contrary set forth herein, the exterior walls and roof of the Building shall be, and are hereby deemed to be, assigned as Limited Common Elements to the Commercial Units. 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 (3<sup>rd</sup>) floor of the Building and the exterior surface of the roof covering the Building (including such exterior surface).”

iii. 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 specially assessed equitably among the Commercial Units.

e. References to Terms.

(i) References to “Commercial Unit”. Except as otherwise set forth in this Amendment, all references in the Master Deed to the “Commercial Unit” shall mean and refer to either (i) all of the Commercial Units, collectively, or (ii) the applicable Commercial Unit under the circumstances.

(ii) References to “Commercial Unit Owner”. Except as otherwise set forth in this Amendment, all references in the Master Deed to the “Commercial Unit Owner” and “Owner of the Commercial Unit” shall mean and refer, as applicable, to either the Owners of the Commercial Units, collectively, or the Owner of the applicable Commercial Unit, as the context may require.

f. Voting. The following sentence is hereby deleted in its entirety from Paragraph 7 the Master Deed:

“Subject to the provisions of the Condominium Instruments, the Owner of the Commercial Unit shall be entitled to twenty-two (22) votes for such Unit, and the Owner of a Residential Unit shall be entitled to one (1) vote for each such Unit.”

The foregoing sentence is hereby replaced with the following:

“Subject to the provisions of the Condominium Instruments, the Owner of each Unit shall be entitled to the number of votes for such Unit set forth in the following schedule:

<b>Unit Number/Type</b>	<b>Number of Votes Per Unit</b>
Commercial Unit 1	1.0
Commercial Unit 2	0.5
Commercial Unit 3	3.5
Commercial Unit 4	3.0
Commercial Unit 100	5.0
Commercial Unit 101	3.0
Commercial Unit 102	3.0
Commercial Unit 103	3.0
Each Residential Unit	1.0

g. Subdivision. Paragraph 13(b)(iii) is hereby deleted in its entirety and replaced with the following sentence:

“No Unit shall be subdivided into a smaller Unit or Units without the consent of the Board; provided, however, that notwithstanding the foregoing provisions, Declarant shall have the right to subdivide Units owned by Declarant without the approval of the Board or any of the Owners, and in any such event the Board shall execute the required amendments to the Master Deed.”

h. Amendment of Plat. The first (1<sup>st</sup>) two (2) pages of the Plat attached as Exhibit “C” to the Master Deed, labeled “Basement Floor Plan” and “First Floor Plan,” respectively, are hereby deleted from the Plat, and are hereby replaced with the two (2) pages attached hereto as Attachment 2, and all references to the Plat in the Master Deed shall be deemed to refer to the Plat as amended hereby.

i. Amendment of Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses. The Table of Undivided Percentage Interest in

the Common Elements and Liabilities for Common Expenses attached as Exhibit "B" to the Master Deed is hereby deleted in its entirety and replaced with the Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses attached hereto as Attachment 3, and all references to the Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses in the Master Deed shall be deemed to refer to the Table of Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses in the Master Deed attached hereto as Attachment 3.

j. Table of Percentage Interest in the Liabilities for the Commercial Unit Expenses. The following paragraph is hereby inserted as new subparagraph (iii) in Paragraph 8(b) of the Master Deed:

“Any expenses allocable solely to the Commercial Units pursuant to the provisions of the Master Deed shall be allocated to, and paid by, the Owners of the Commercial Units in accordance with the Table of Percentage Interest in the Liabilities for the Commercial Unit Expenses attached hereto as Exhibit "E."”

The Table of Percentage Interest in the Liabilities for the Commercial Unit Expenses attached to this Amendment as Attachment 4 is hereby inserted into the Master Deed as Exhibit "E."

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. Joinder; Association's Approval of Amendment and Assumption of Obligations Under the Conservation Easement Agreement; Indemnification. The Ambrose Condominium Association, Inc. (the "Association") hereby joins in the execution of this Amendment for the purposes of (i) acknowledging and approving the provisions of this Amendment, and (ii) assuming and agreeing to observe and perform all of the obligations and duties of Declarant under the Conservation Easement Agreement to the extent, but only to the extent, that such obligations and duties first arise and relate to periods after the Effective Date.

Declarant hereby agrees to defend, indemnify and hold the Association harmless from and against any and all losses, claims, expenses and liabilities (including reasonable attorneys' fees and costs) arising from or relating to performance required under the Conservation Easement Agreement, occurring or accruing on or before the Effective Date. The Association hereby agrees to defend, indemnify and hold Declarant harmless from and against any and all losses, claims, expenses and liabilities (including reasonable attorneys' fees and costs) arising from or relating to performance required under the Conservation Easement Agreement, occurring or accruing at any time following the Effective Date.

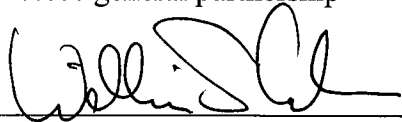
5. Capitalized Terms. All capitalized terms set forth herein which are not otherwise defined herein shall have the same meaning ascribed to such terms in the Master Deed, except as otherwise provided herein or as the context otherwise requires.

*(Signatures on Following Page)*

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment to Master Deed for Ambrose Condominium effective as of the Effective Date.

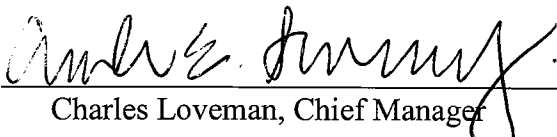
**DECLARANT:**

AMBROSE ASSOCIATES,  
a Tennessee general partnership

By:   
William S. Cochran, Managing Partner

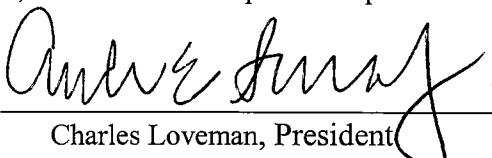
**APPROVED:**

LOVEMAN AMBROSE, LLC,  
a Tennessee limited liability company

By:   
Charles Loveman, Chief Manager

**ASSOCIATION:**

AMBROSE CONDOMINIUM ASSOCIATION,  
INC., a Tennessee nonprofit corporation

By:   
Charles Loveman, President



STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

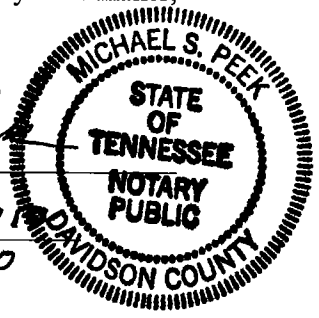
Personally appeared before me, the undersigned, a Notary Public of said county and state, William S. Cochran, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Managing Partner of AMBROSE ASSOCIATES, a Tennessee general partnership, the maker of the foregoing instrument, and is authorized by such maker, as its Managing Partner, to execute this instrument on behalf of such maker.

Witness my hand, at office, this 6<sup>th</sup> day of May, 2008.

*Michael S. Peek*

Notary Public

My Commission Expires: May 22, 2010  
May 22, 2010



STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

Personally appeared before me, the undersigned, a Notary Public of said county and state, Charles Loveman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of LOVEMAN AMBROSE, LLC, a Tennessee limited liability company, the maker of the foregoing instrument, and is authorized by such maker, as its Chief Manager, to execute this instrument on behalf of such maker.

Witness my hand, at office, this \_\_\_\_ day of May, 2008.

**SEE ATTACHED CERTIFICATE**

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

Personally appeared before me, the undersigned, a Notary Public of said county and state, Charles Loveman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of AMBROSE CONDOMINIUM ASSOCIATION, INC., a Tennessee nonprofit corporation, the maker of the foregoing instrument, and is authorized by such maker, as its Managing Partner, to execute this instrument on behalf of such maker.

Witness my hand, at office, this \_\_\_\_ day of May, 2008.

**SEE ATTACHED CERTIFICATE**

Notary Public

My Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

**Los Angeles** }

County of \_\_\_\_\_

**Nevine F. Ayad, Notary Public**

On May 2, 2008 before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared Charles Loveman  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nevine F. Ayad  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

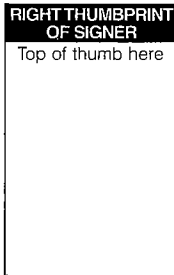
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

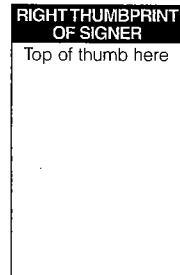
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

**Los Angeles** }

County of \_\_\_\_\_

**Nevine F. Ayad, Notary Public**

On May 2, 2008 before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared Charles Lovemar  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nevine F. Ayad  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

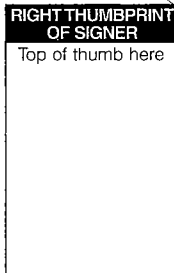
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

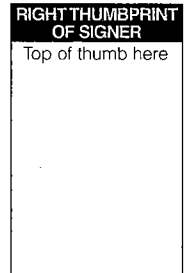
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



## ATTACHMENT 1

### Legal Description of Submitted Property

Being a parcel of land in Nashville, First Civil District, Sixth Councilmanic District, Davidson County, Tennessee, located on the easterly side of Fourth Avenue North, between Church Street and Commerce Street, being a part of Lot 54 as shown on the Plan of the Original Town of Nashville, not of record, and being more particularly described as follows:

Beginning at the intersection of the easterly right-of-way of Fourth Avenue North and the southerly right-of-way of Alley No. 17;

Thence with said southerly right-of-way line, North 61° 59' 04" East, 173.38 feet to the westerly right-of-way of Alley No. 10 (Printer's Alley);

Thence with said right-of-way, South 27° 26' 36" East, 70.33 feet to a point;

Thence leaving said right-of-way with the northerly line of property conveyed to 485 Properties, LLC, by Instrument No. 20030725104367, R.O.D.C., South 62° 03' 38" West, 173.50 feet to a point in the easterly right-of-way of Fourth Avenue North;

Thence with said right-of-way, North 27° 20' 39" West, 70.10 feet to the point of beginning.

Containing 12,177 square feet or 0.28 acre, more or less.

Being the same property conveyed to Ambrose Associates by deed from Ambrose Associates, a Partnership Composed of William S. Cochran, Robert J. Walker and RCM Interests, Inc., of record in Book 5557, page 299, dated January 17, 1980, Register's Office for Davidson County, Tennessee.

**ATTACHMENT 2**

Plat Replacement Pages for Basement and First Floor Plans



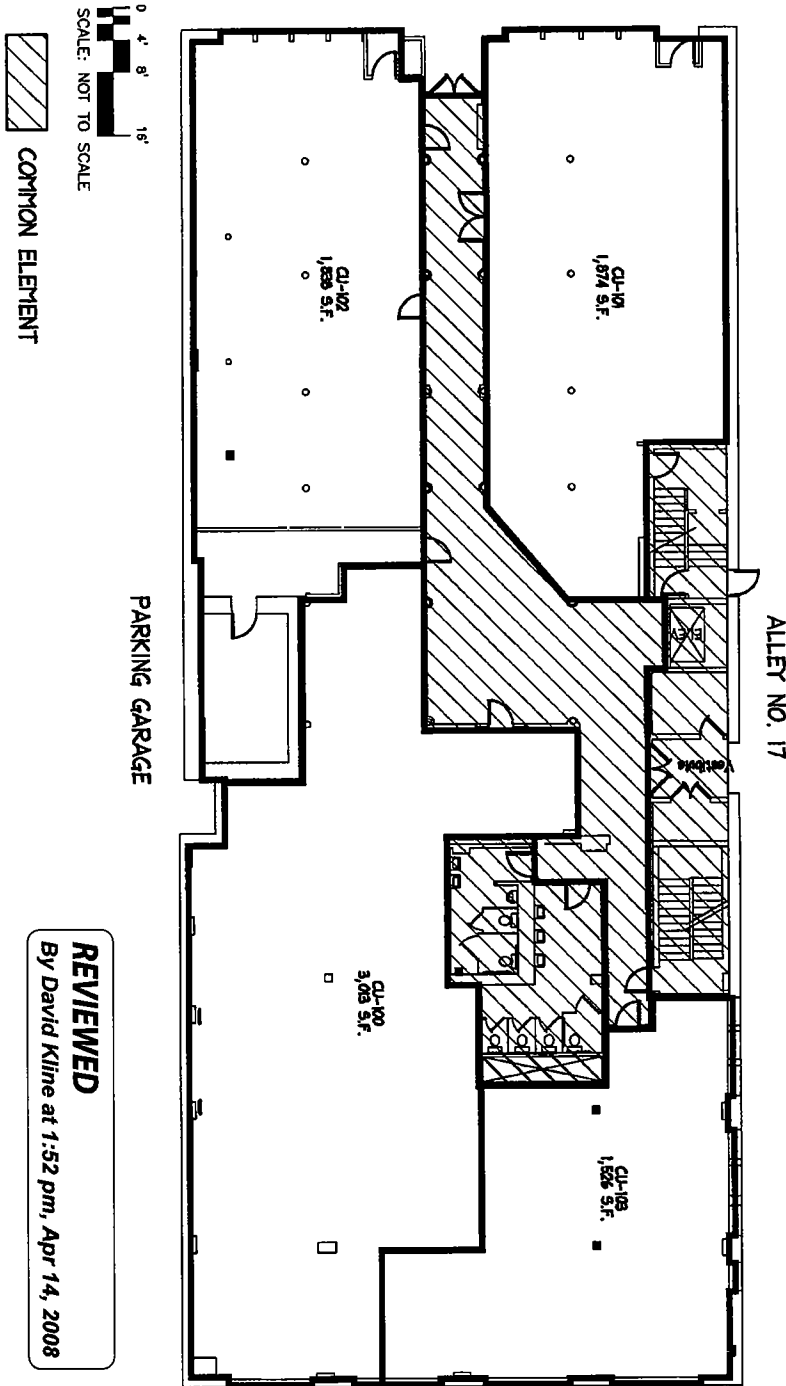
Corporate

Interior

Design

200 Third Avenue South  
Suite 200  
Nashville, Tennessee  
37203-4104  
Phone: (615) 728-1141  
Fax: (615) 728-1088

FOURTH AVENUE NORTH



**REVIEWED**  
By David Kline at 1:52 pm, Apr 14, 2008



<b>AMBROSE CONDOMINIUMS</b>		<b>FLOOR: FIRST FLOOR</b>	<b>DATE: 4/11/2008</b>
162 4TH AVE. NORTH NASHVILLE, TN		<b>PLAT PLAN</b>	<b>JOB #: 10076-000</b>
		<b>SCALE: NOT TO SCALE</b>	

### ATTACHMENT 3

#### Undivided Percentage Interest in the Common Elements and Liabilities for Common Expenses

Unit Number	Approximate Unit Square Feet	Approximate Balcony/Patio Square Feet	Ownership Percentage Based on Unit Square Feet Only
CU-1	1,374 sf	0 sf	4.47%
CU-2	551 sf	0 sf	1.79%
CU-3	2,837 sf	0 sf	9.23%
CU-4	2,329 sf	0 sf	7.58%
CU-100	3,013 sf	0 sf	9.80%
CU-101	1,874 sf	0 sf	6.09%
CU-102	1,838 sf	0 sf	5.98%
CU-103	1,526 sf	0 sf	4.97%
RU-201	1,163 sf	40 sf	2.87%
RU-203	1,021 sf	40 sf	2.52%
RU-204	960 sf	0 sf	2.37%
RU-205	983 sf	55 sf	2.43%
RU-206	462 sf	0 sf	1.14%
RU-207	613 sf	55 sf	1.51%
RU-208	972 sf	40 sf	2.40%
RU-209	1,092 sf	40 sf	2.70%
RU-210	971 sf	0 sf	2.40%
RU-211	939 sf	40 sf	2.32%
RU-301	997 sf	40 sf	2.46%
RU-302	1,063 sf	0 sf	2.63%
RU-303	1,354 sf	40 sf	3.35%
RU-304	1,274 sf	0 sf	3.15%
RU-305	1,310 sf	40 sf	3.24%
RU-306	531 sf	0 sf	1.31%
RU-307	545 sf	0 sf	1.35%
RU-308	990 sf	40 sf	2.45%
RU-309	1,099 sf	40 sf	2.72%
RU-310	981 sf	0 sf	2.42%
RU-311	950 sf	40 sf	2.35%
<b>TOTAL:</b>	<b>35,612 sf</b>	<b>550 sf</b>	<b>100.00%</b>

**NOTE:** The Ownership Percentages for the Commercial Units are calculated based on Commercial Unit area of 20,199 square feet, which was the area of CU-1 prior to its subdivision, in order to preserve the relative Ownership Percentages of the Residential Units following the Subdivision of the original CU-1.



## ATTACHMENT 4

### Percentage Interest in the Liabilities for the Commercial Unit Expenses

<b>Commercial Unit Number</b>	<b>Approximate Unit Square Feet</b>	<b>Percentage Interest in Liabilities of Commercial Units</b>
CU-1	1,374 sf	8.96%
CU-2	551 sf	3.59%
CU-3	2,837 sf	18.49%
CU-4	2,329 sf	15.18%
CU-100	3,013 sf	19.64%
CU-101	1,874 sf	12.21%
CU-102	1,838 sf	11.98%
CU-103	1,526 sf	9.95%
<b>TOTAL:</b>	<b>15,342 sf</b>	<b>100.00%</b>



**PICK-UP**

**Bill Garrett**

**Davidson County Register of Deeds**

**CUSTOMER RECEIPT - RECORDING SERVICES**

Receipt Number: **T20080034117**  
Date/Time: **05/07/2008 14:31:06**  
Method Received: **Walk-In**  
Clerk: **fanderson**

Customer Name : **KEITH**

HOLD AT COUNTER

**Transaction Detail**

Instrument Number	Instrument Type	Gen. Fee	Equip. Fee	Transfer Tax	Mortgage Tax	Copy	Cert. Copy	Copy Fee	# Pgs	Consideration	Subtotal
200805070047250	DEEDMAST	\$80.00	\$2.00	\$0.00	\$0.00	N	N	\$0.00	16		\$82.00

First Party Name  
AMBROSE ASSOCIATES  
Second Party Name  
AMBROSE CONDOMINIUM

**Payment Information**

Method of Payment: **Check**  
Payment Control ID: **137036**  
Authorized Agent: \_\_\_\_\_  
Company: \_\_\_\_\_  
Amount: **\$82.00**

**AMOUNT PAID: \$82.00**  
**LESS AMOUNT DUE: \$82.00**  
**CHANGE RECEIVED: \$0.00**

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 (3<sup>rd</sup>) 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 \_\_\_\_\_ self to be President of Ambrose Condominium Association, Inc., a corporation, and that \_\_\_\_\_ 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 25<sup>th</sup>  
day of October, 2013.

  
\_\_\_\_\_  
Notary Public


My Commission Expires: \_\_\_\_\_



My Commission Expires MAY 3, 2016

**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 Roberts

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 \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged \_\_\_\_\_ self to be Secretary of Ambrose Condominium Association, Inc., a corporation, and that he 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: \_\_\_\_\_



This Instrument Prepared By:  
David P. Wright, Esq.  
Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219

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

**THIS FIFTH AMENDMENT TO MASTER DEED FOR AMBROSE CONDOMINIUM** (the "Amendment") is made effective as of the 29 day of May, 2014 (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, Third Amendment to Master Deed for Ambrose Condominium recorded as Instrument Number 20080507-0047250 in said Register's Office, and by that certain Fourth Amendment to Master Deed for Ambrose Condominium recorded as Instrument Number 20131104-0114343 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 permit Residential Units in the Building to be used for short-term rentals, including on a daily, weekend or weekly basis.

**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. **General Amendments.** The Master Deed is hereby amended to permit an Owner and/or Occupant of a Residential Unit to enter into a lease, license or other occupancy agreement for such Owner's Residential Unit on a short-term basis for a term of two or more days and nights, but fewer than six (6) months (referred to herein as "Short Term Rentals"). Short Term Rentals shall include, without limitation, agreements commonly known as "vacation rentals" and/or "corporate rentals". To the extent any provision of the Master Deed can be read to

prohibit or limit Short Term Rentals of Residential Units, such provision of the Master Deed is hereby amended consistent with the intent and purposes of this Paragraph 1.

2. **Specific Amendments.** Without limiting the effectiveness of Paragraph 1 of this Amendment, the following provisions of the Master Deed are hereby amended and/or clarified as follows:

(a) Section 2. Pursuant to the definitions of “Occupant” and “Permittee” provided in Section 2 of the Master Deed, the tenant, licensee or other user pursuant to a Short Term Rental (a “Short Term User”) (i) shall not be an “Occupant” unless such Short Term User stays overnight in a Residential Unit for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year, and (ii) shall be a “Permittee”.

(b) Section 14(a)(i). The following sentence is hereby added to the end of Section 14(a)(i): “Notwithstanding the prior sentence, an Owner or Occupant of a Residential Unit (whether or not residing in such Residential Unit) shall be permitted to engage in Short Term Rentals of such Residential Unit, provided that such Short Term Rentals conform to all zoning requirements for the Condominium.”

(c) Section 14(b). Short Term Rentals shall not be subject to the limitations and requirements provided in Section 14(b) of the Master Deed.

(d) Section 14(e). Entering into an agreement with a Short Term User for a Short Term Rental of a Residential Unit shall not be restricted by the first paragraph of Section 14(e).

(e) Section 15(a)(i). Section 15(a)(i) is hereby restated and replaced with the following:

(i) Leasing Provisions for Residential Units. Residential Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. The Residential Units may be leased only in strict accordance with the terms of this subparagraph (i) and the appropriate leasing standards established by the Board in accordance with this Paragraph 15.

(A) Term Six Months or Longer. All leases with a term equal to or greater than six (6) months shall be in writing and in a form approved by the Board prior to the effective date of the lease, and the Board may maintain and, upon request, provide a form that is deemed acceptable. Within ten (10) days after executing a lease agreement for the lease of a Residential Unit with a term of equal to or greater than six (6) months, the Owner of the Residential Unit shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying such Residential Unit. The Board may establish leasing standards for leases with a term equal to or greater than six (6) months, which leasing standards shall be based on standards established by other Class A apartment properties in the Nashville, Tennessee metropolitan area. In addition to the requirements set forth in subparagraph (i), the Owner of a leased Residential



Unit with a lease term equal to or greater than six (6) months must provide the lessee copies of the Master Deed, Bylaws and the rules and regulations, and, within ten (10) days after executing a lease agreement for the lease of a Residential Unit for a term equal to or greater than six (6) months, the Owner of such Residential Unit must provide the Association a certification, in form and substance satisfactory to the Association, that he has provided copies of the Master Deed, Bylaws, and the rules and regulations to such lessee.

(B) Term Less Than Six Months. All leases, licenses or other occupancy agreements with a term less than six (6) months shall be in writing, and the Board may maintain and, upon request, provide a form that is deemed acceptable. Such lease, license or other occupancy agreement with a term of less than six (6) months shall expressly provide, at a minimum, as follows:

(1) any use of the Residential Unit or Building for any purpose that may endanger the health of, unreasonably annoy or disturb or cause embarrassment or discomfort to, other Owners and Occupants (including without limitation a prohibition on disturbing noises that will interfere with the rights, comfort or convenience of other Owners or Occupants) is expressly prohibited;

(2) use of the Residential Unit and the Common Elements under such lease, license or other occupancy agreement shall be subject to this Master Deed and subject to all rules and regulations established by the Board from time to time;

(3) the Permittee under such lease, license or occupancy agreement shall abide by the instructions of any managing agent for the Condominium; and

(4) no damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Permittee under such lease, license or occupancy agreement, and such Permittee shall indemnify and hold the Declarant, the Association, the Board, and their respective directors, officers and agents and the other Owners harmless against all loss to the Declarant, the Association, the Board, or their respective directors, officers, and agents, or the other Owners, resulting from any such damage or waste caused by such Permittee, its family, guests, and invitees.

The Board may establish short-term leasing standards for leases, licenses and occupancy agreements with a term less than six (6) months, which leasing standards shall be based on standards established by other short-term rental properties in the Nashville, Tennessee metropolitan area. In addition to the requirements set forth in subparagraph (i), the Owner must keep, for a period of at least one (1) year, written records of the names and addresses of all Permittees occupying such Residential Unit pursuant to a lease, license or occupancy agreement with a term of less than six (6) months.

(f) Section 15(a)(ii). Section 15(a)(ii) is amended to provide that Residential Unit Owners are not obligated to include in its lease, license or agreement for a Short Term Rental the provisions stated in subparagraphs (A) (“Compliance with Master Deed, Bylaws, and Rules and Regulations”), (B) (“Use of Common Elements”) and (C) (“Liability for Assessments”); provided, however, that such subparagraphs (A) and (B) are hereby incorporated into such lease, license or agreement for a Short Term Rental by this reference, and each Short Term User hereby agrees to the applicability and incorporation of such subparagraphs (A) and (B).

3. **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.

4. **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.

5. **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 Fifth Amendment to Master Deed for Ambrose Condominium has been duly adopted by the required percentage of the members of the Association, and has been approved by the required percentage of Eligible Mortgage Holders.



Name:

DANIELLE DUBETZ

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 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 President of Ambrose Condominium Association, Inc., a corporation, and that ~~she~~ 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  
day of May, 2014.

Melinda M. Bailey

Notary Public



My Commission Expires: 07/07/2014

**CERTIFICATION BY SECRETARY OF THE ASSOCIATION**

The undersigned Secretary of Ambrose Condominium Association, Inc. hereby certifies that the foregoing Fifth Amendment to Master Deed for Ambrose Condominium has been duly adopted by the required percentage of the members of the Association, and has been approved by the required percentage of Eligible Mortgage Holders.

*[Signature]*

Name: Michael B. Owens

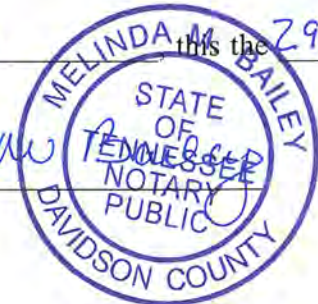
Title: Secretary

State of Tennessee )  
County of Davidson )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Michael B. Owens, 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 Secretary of Ambrose Condominium Association, Inc., a corporation, and that he 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 29  
day of May, 2014.

Melinda M. Bailey  
Notary Public



My Commission Expires: 7/7/2014