

This instrument prepared by
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4515 Hradning Pike, S-315
Nashville, TN 37205

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AMENDMENT TO THE BYLAWS OF THE
FOUR MAPLES HOMEOWNER'S ASSOCIATION OF RECORD
IN BOOK 5657, PAGE 477, AS AMENDED IN
REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

THIS AMENDMENT, executed and made effective this 5th day of October, 2005, by the Members and/or Unit Owners of the Four Maples Homeowner's Association (the Association) pursuant to Article VII of the Bylaws of the Association and hereby amends the Bylaws as follows:

1. Article V, Section 1 is amended to add a new paragraph as follows:

Occupancy Restrictions: The following occupancy restrictions apply to all Units and to the Common Elements.

- a. Each Unit Owner shall use and maintain his or her Unit as an owner occupied Unit. No rental or leasing of Units shall be permitted. The purpose of this restriction shall be to preserve property values of the Units and to promote a higher his/her owner occupant ration which will promote financing of Units.
- b. Notwithstanding the foregoing restriction, any Unit Owner who rented his or her Unit prior to the recording of this Amendment may continue to rent or lease said Unit. Furthermore, any Unit Owner who owns a Unit or Units at the time of the recording of this Amendment shall have the right to lease or rent his or her Unit in the future.

2. The execution of this Amendment by officers of the Association hereinbelow shall serve as conclusive evidence that more than 2/3 rds of the total ownership have approved this Amendment as registered by Article VII of the ByLaws.

THIS AMENDMENT shall in no way be construed to amend, alter, or revise any other provisions of the Bylaws except for the articles specifically mentioned herein. However, to the

Davidson County BYLAWS
Recvd: 10/12/05 10:24 3 pgs
Fees:17.00 Taxes:0.00



20051012-0122820

provisions of the Bylaws except for the articles specifically mentioned herein. However, to the extent that the terms, conditions and provision of this Amendment are contrary to the terms, conditions, and provisions of the Bylaws, the terms, conditions, and provisions hereof shall supersede and control over the terms, conditions, and provisions of the Bylaws.

THE FOUR MAPLES HOMEOWNER'S
ASSOCIATION

By: [Signature]
VICE President

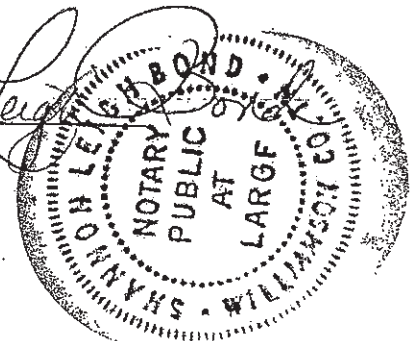
By: [Signature]
Secretary

STATE OF TENNESSEE }
COUNTY OF WILLIAMSON }

Before me Shannon Leigh Bond of the state and county mentioned, personally appeared Mike Pierce, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be president of the Four Maples Homeowner's Association and as such President acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Association, the within named bargain on, a corporation, and that he/she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Association by him/herself as President.

Witness my hand and seal, at office in Franklin this 5th day
of October, 2005.

[Signature]
Notary Public



My Commission Expires: _____

My Commission Expires
September 16, 2009

STATE OF TENNESSEE}
COUNTY OF WILLIAMSON}

Before me Shannon Leigh Bond of the state and county mentioned, personally appeared Dorothy K Street, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be Secretary of the Four Maples Homeowner's Association and as such Secretary acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Association, the within named bargain on, a corporation, and that he/she as such Secretary, executed the foregoing instrument for the purpose therein contained, by signing the name of the Association by him/herself as Secretary.

Witness my hand and seal, at office in Franklin this 5th day of October, 2005.

Shannon Leigh Bond
Notary Public

My Commission Expires September 16, 2009



This instrument prepared by:
Don L. Smith
MANIER, WHITE, HEIDT, HOLLABAUGH & SMITH, P.C.
700 Home Federal Tower
Nashville, Tennessee 37219

See 3657 page 438

MASTER DEED
ESTABLISHING THE HORIZONTAL PROPERTY REGIME OF
FOUR MAPLES CONDOMINIUMS

THIS MASTER DEED, made and entered into by JACK DRIVER & SON, INC., a Tennessee corporation (hereinafter called "Grantor" or "Owner"), for itself, its successors or assigns;

W I T N E S S E T H:

WHEREAS, the Grantor is the legal title holder of certain real estate located in the County of Davidson and State of Tennessee, which real estate is more fully described on Exhibit "A" attached hereto; and

WHEREAS, the Grantor intends to and does hereby submit the above-described Parcel of real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto to the provisions of the Horizontal Property Act of the State of Tennessee; and

WHEREAS, the Grantor further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property:

NOW, THEREFORE, the Grantor, as the legal title holder of the real estate hereinbefore described, and for the purposes

above set forth, makes the following declarations and submissions as part of this Master Deed:

ARTICLE I

Definitions

As used herein, unless the context otherwise requires:

Act means the "Horizontal Property Act" of the State of Tennessee as set forth in Chapter 27 of Title 64 of Tennessee Code Annotated as the same may be amended or supplemented from time to time.

Assessment means that portion of the common expenses which is to be paid by a particular Unit owner.

Association means the Four Maples Homeowners' Association, a Tennessee non-profit corporation.

Board means the Board of Directors or Managers of the Association.

Buildings means the buildings located on the Parcel and forming part of the Property and containing the Units. The "Buildings" are delineated on the Plat.

Bylaws means the Bylaws of the Association attached hereto as Exhibit "B" and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws.

Common Elements means all of the Property not included in the Units, and, without limiting the generality of the foregoing, shall include those items defined as "General Common Elements" in the Act, including the following:

- (1) The Parcel;
- (2) All foundations, bearing walls and columns, and roofs;
- (3) In general, all devices or installations existing for common use;

- (4) Pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit).
- (5) All other elements of the Buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Master Deed.

Limited Common Elements means all Common Elements contiguous to and serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Master Deed, on the Plat or by the Board. Said Limited Common Elements shall include, but shall not be limited to, the following:

- (1) All interior walls, doors, floors, and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;
- (2) All glass and screens within windows and doors within the perimeter walls of such Unit;
- (3) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air-conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit;
- (4) All gas, electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit or which serve only the Unit;
- (5) Balconies, patios, stoops, courtyards and other appurtenant improvements, which serve only such Unit;

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(6) All other common areas and facilities as may be located within the bounds of such Unit or which serve only such Unit.

Majority or Majority of the Unit Owners means the owners of more than fifty (50%) percent of the voting rights of the Unit Owners.

Master Deed means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, as amended from time to time, including all Exhibits hereto.

Mortgage means a valid recorded first deed of trust securing an indebtedness owed to an individual, lending institution, or any other person.

Mortgagee means the beneficiary of any such deed of trust who has a valid and enforceable security interest in the property.

Occupant means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

Parcel means the parcel or tract of real estate, described on Exhibit "A" attached to this Master Deed, submitted to the provisions of the Act.

Person means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Plat means the plat of survey of the Parcel submitted to the provisions of the Act showing the number of each Unit, expressing its area, location and other data necessary for identification, said Plat being recorded in Book _____, page _____, Register's Office for Davidson County, Tennessee.

Property means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and any furniture, furnishings, fixtures and equipment

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intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

Record or Recording refers to the record or recording in the office of the Register of Deeds in Davidson County, Tennessee.

Unit means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Buildings, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior unfinished surfaces of its perimeter walls, floor and ceilings and a Unit includes both the portion of the Buildings so described and the air space so encompassed, excepting Common Elements. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used in this Master Deed shall have the same meaning as the term "Apartment" as used in the Act.

Unit Owners means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto and shall be deemed the same as a "co-owner" under the Act. Unless specifically provided otherwise herein, the Owner shall be deemed a Unit Owner until such time as Owner is divested of legal title in all Units.

ARTICLE II

Submission of Property to the Act

The Owner, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Master Deed does hereby, submit and subject the Parcel and the Property to the provisions of the Horizontal Property Act of the State of Tennessee and hereby establishes a horizontal property regime to be known as Four Maples Condominiums.

ARTICLE III

Plat

The Plat sets forth the numbers, areas, locations and other data, as required by the Act.

ARTICLE IV

Units

The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

ARTICLE V

Administration, Management and Use of the Property;
Association of Unit Owners; Administration and Operation
of the Property

5.1 Homeowners' Association. There has been or will be formed an Association having the name "Four Maples Homeowners' Association," a Tennessee non-profit corporation, which Association shall be the governing body for all of the Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property, as provided in the Act, this Master Deed and the Bylaws. The Bylaws for the Association shall be the Bylaws attached to the Master Deed as Exhibit "B" and made a part hereof. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems

advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of the Master Deed and Bylaws. Each Unit Owner shall be a member of the Association as long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be fifty-one (51) and shall be divided among the respective Unit Owners with one vote granted to each Unit.

5.2 Management of Property. The Board shall have the authority to engage the services of an agent (sometimes referred to hereinafter as the "Managing Agent") to maintain, repair, replace, administer and operate the Common Elements (except as otherwise herein provided) of the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of §5.3 below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in ARTICLE IX below.

5.3 Initial Management Contract. The First Board, appointed as provided herein, shall ratify and approve the Management Agreement between the Grantor, on behalf of the Association, and a management corporation, which may be a corporation or other entity related to or owned by the Grantor, to act as Managing Agent for the Property for a term commencing on the date this Master Deed is recorded and terminating not more than three (3) years thence.

5.4 Use by Grantor. During the period of sale by the Grantor, the Grantor, its agents, employees, contractors and

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subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from said Buildings and Property as may be required for purposes of said sale of Units. While the Grantor owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Grantor and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

5.5 Non-Liability of the Directors, Board, Officers and Owner. Neither the directors, Board, officers of the Association, nor the Grantor shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Grantor, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, or Grantor, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of Article VIII of the Bylaws.

ARTICLE VI

Board's Determination Binding

In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Master Deed or Bylaws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

ARTICLE VII

Ownership of the Common Elements

Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective

Unit owned by such Unit Owner, as set forth in Exhibit "C" attached hereto and made a part hereof as though fully set forth herein. The percentages of ownership interests set forth in Exhibit "C" shall remain constant unless hereafter changed by recorded amendment to this Master Deed consented to in writing by all the Unit Owners. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

ARTICLE VIII

Use of the Common Elements

Except as hereinafter set forth, each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Master Deed, Bylaws and rules and regulations of the Asso-

ciation. In addition, the Association shall have the authority to grant easements with respect to parts of the Common Elements, subject to the provisions of the Master Deed and Bylaws. Any income of the Association shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

ARTICLE IX

Common Expenses, Liens, Deeds of Trust

9.1 Common Expenses. Each Unit Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements (except for those certain expenses related to the Limited Common Elements which are set forth in Article XI hereof) and of any other expenses incurred in conformance with the Master Deed and Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the common expenses for such Unit Owners shall be in accordance with his percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by contract for a sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of this proportionate share of the common expenses by waiver or non-use or enjoyment of the Common or Limited Common Elements, or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum rate allowed under the law of the State of Tennessee, after said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act. Except as otherwise provided in Article XI of this Master Deed, each Unit Owner shall

be required to maintain, repair, and replace, at his expense, all portions of his Unit and all Limited Common Elements designated for his use.

9.2 Lien of Association. The Association shall have a lien upon each Unit Owner's ownership interest for the payment of all assessments levied by the Association against such Unit which remains unpaid for ten (10) days after the same have become due and payable, from the time a notice therefor is filed with the Register of Davidson County, Tennessee, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the president of the Association. Such lien shall remain valid until released or satisfied in the same manner provided by law or discharged by the final judgment or order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in ¶9.4 of this section. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit during the period he has an ownership interest therein, and any assessment not paid within ten (10) days after the same shall become due and payable and shall bear interest at the maximum rate allowed by law until such time as the same has been paid in full.

9.3 Priority of Association's Lien. The lien provided for in ¶9.2 hereinabove shall take priority over any lien or encumbrance previously or subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the president thereof pursuant to authority granted to him by the Board. In any such foreclosure action, the Unit Owner of the Unit affected shall be required to pay a reasonable rental

for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale.

Notwithstanding anything hereinabove to the contrary, the lien of the Association shall not take priority at any time over a valid recorded first mortgage or deed of trust lien given by the owner of a Unit to finance the purchase of such Unit, and such first mortgage lien or deed of trust lien shall not be defeated in any way by the lien of the Association. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium Units and not to the condominium project as a whole.

9.4 Dispute as to Common Expenses. Any Unit Owner who believes that the assessments levied by the Association against him or his Unit, for which a notice of lien has been filed by the Association, have been improperly determined may bring an action in an appropriate court of equity in Davidson County, Tennessee, for the discharge of all or any portion of such lien.

9.5 Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record acquires an ownership interest in a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns or subsequent transferees, shall not be personally liable for the assessments levied against such Unit which were levied prior to the acquisition of an ownership interest in such Unit by such mortgagee. Such assessments shall be a lien, however, and shall be paid out of any excess monies received at the foreclosure sale, if applicable. To the extent such assessments are not paid, however, they shall be deemed to be common ex-

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penses and shall be levied against all of the Unit Owners at the time of the first assessment next following the acquisition of title by such mortgagee except that the mortgagee, its successors and assigns, or transferees shall have no liability whatsoever.

9.6 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an ownership interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the ownership interest shall be jointly and severally liable with the Grantor for all unpaid assessments levied by the Association against such Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the Grantor the amounts paid by the grantee therefor. However, such prospective grantee shall, upon written request, be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the ownership interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same were not set forth in such statement.

ARTICLE X

Mortgages and Deeds of Trust

Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages and deeds of trust for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof, any mortgage, deed of trust or other lien on or affecting the Property or any part hereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements corresponding thereto.

EXHIBIT A

Description:

Being land in Metropolitan Nashville, Davidson County, Tennessee, fronting on the south margin of Thompson place, described according to a survey made by Southern Land Surveying Co., Inc., dated June 5, 1974 as follows.

Beginning at an iron pin on the south margin of Thompson place, approximately 38 feet east of the centerline of Coarsey Drive.

Thence, S 5°28'24" W, 229.02 feet to an iron pin;

Thence, N 89°04'25" E, 131.99 feet to an iron pin;

Thence, S 7°17'45" W, 237.32 feet to an iron pin;

Thence, With the rear line of the subject property, N 85°40'50" W, 335.57 feet to an iron pin;

Thence, N 3°14'09" E, 432.70 feet to an iron pin on the south margin of Thompson place;

Thence, With Thompson Place, N 89°01' E, 230.23 feet to the point of beginning.

Containing 2.92 acres, more or less

Subject property is encumbered by the following easements:

- (1) 10 feet wide public utilities and drainage easement parallel and adjacent to the entire southerly and westerly property lines.
- (2) 20 feet wide sanitary sewer easement traversing the property from east to west.

*Sour Maples
4/51*

ARTICLE XI

Taxes, Insurance, Repairs and Other Expenses

11.1 Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements; as provided in the Act. Should any taxes be levied on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

11.2 Insurance. The Board shall have the authority to and shall obtain insurance for the Property and Common Elements, exclusive of the additions within, improvements to and decorating of the Units by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Such insurance shall, if possible, include all or any portion of all Limited Elements. Insurance replacement cost shall be deemed the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of the Association, as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Master Deed, and for the holders of mortgages on his Unit, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be

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separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements.

In the event of damage to or destruction of any Buildings or Common Elements as a result of fire or other casualty covered by insurance proceeds (unless more than 2/3's of any Building or Buildings requires reconstruction), the Board shall, in its sole and absolute discretion, determine and without intervention of any Unit Owner arrange for the prompt repair and restoration of the damaged portions of all Units, Buildings and Common Elements substantially in accordance with the original plans and specifications therefor. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Unit Owners directly affected by the damage, in proportion to each Unit's percentage of ownership in the Common Elements. The Board shall not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering or furniture, furnishings, fixtures, appliances or equipment installed in the Unit by a Unit Owner or Occupant unless insurance therefor is specifically provided for in the insurance policy obtain by the Board.

Reconstruction shall not be compulsory where the whole or more than 2/3's of all the Buildings and Common Elements is destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Master Deed, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and the net proceeds of all insurance policies shall

thereupon be distributed to the Unit Owners or their Mortgagees, as their interest may appear, in proportion to the percentage interest of each Unit Owner, in the Common Elements. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Board shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Master Deed the prohibition against judicial partition provided for in this Master Deed has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

Reconstruction also shall not be compulsory where the whole or more than 2/3's of any Building is destroyed as determined by the Board. In such case, and unless otherwise unanimately agreed upon by the Unit Owners affected, the net proceeds of insurance policies shall be divided among all the Unit Owners affected by the casualty in proportion to their respective interests in the whole Building. The Association shall pay to each affected Unit Owner his interest in the Parcel. The respective interests in the Building shall be computed by dividing the square footage of each Unit by the total square footage of all Units in the Building added together. The Board shall have the sole discretion in computing such interests.

The interest in the Parcel of each such affected Unit Owner shall be computed by the Board by multiplying the Unit Owner's percentage of ownership in the Common Elements by the fair market value of the Parcel. Fair market value shall be determined by an appraiser selected by the Board, an appraiser selected by the majority vote of the Unit Owners affected, and by an appraiser selected by the joint agreement of the first two appraisers. The three appraisers shall jointly agree on the

fair market value of the Parcel as if it were in an unimproved state as of the date of the fire or other casualty. In the event the three appraisers are unable to agree upon such fair market value, the Board shall compute the fair market value by computing the average of the three appraisers. The Board may deliver to each affected Unit Owner his share of the Parcel in either cash or in five annual installments with interest on the unpaid balance at the rate of ten (10%) percent per annum. The Board shall not have the authority to make a cash settlement unless a majority of the Unit Owners agree by written consent.

The Board shall pay from the share of each affected Unit Owner the just amount of any unpaid liens on his Unit, in the order of priority of such liens; provided, however, that no such disbursement of the aforesaid insurance proceeds or payment for the Parcel shall occur, unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit or affected portion thereof, to the Association, and also delivers to the Board a recordable release of any liens on his Unit or affected portion thereof. Upon the recording of the aforesaid deeds and releases, each such Unit or affected portion thereof shall be deemed thereafter to be Common Elements. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, as determined by the Board. After the Board has affected any such withdrawal, the responsibility for the payment of assessments for any such withdrawn Unit or portion thereof shall cease.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and

other liability insurance as it deems desirable, insuring each Unit Owner, mortgagee of record, if any, the Association, its officers, directors, Board and employees, the Developer, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his corresponding percentage of ownership in the Common Elements. The Board shall retain in safe-keeping any such public liability policy for a reasonable time after the expiration date of the policy.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and member of any committee appointed pursuant to the By-laws of the Association from liability arising from the fact that said person is or was director or officer of the Association, or a member of such a committee. The Board shall require such fidelity bond coverage as necessary for any person or Board member handling Association funds. The premiums for such insurance and bonds shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit, as well as his additions and improvements thereto, decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part

ARTICLE XI

Taxes, Insurance, Repairs and Other Expenses

11.1 Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. Should any taxes be levied on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

11.2 Insurance. The Board shall have the authority to and shall obtain insurance for the Property and Common Elements, exclusive of the additions within, improvements to and decorating of the Units by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Such insurance shall, if possible, include all or any portion of all Limited Elements. Insurance replacement cost shall be deemed the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of the Association, as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Master Deed, and for the holders of mortgages on his Unit, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be

separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements.

In the event of damage to or destruction of any Buildings or Common Elements as a result of fire or other casualty covered by insurance proceeds (unless more than 2/3's of any Building or Buildings requires reconstruction), the Board shall, in its sole and absolute discretion, determine and without intervention of any Unit Owner arrange for the prompt repair and restoration of the damaged portions of all Units, Buildings and Common Elements substantially in accordance with the original plans and specifications therefor. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Unit Owners directly affected by the damage, in proportion to each Unit's percentage of ownership in the Common Elements. The Board shall not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering or furniture, furnishings, fixtures, appliances or equipment installed in the Unit by a Unit Owner or Occupant unless insurance therefor is specifically provided for in the insurance policy obtain by the Board.

Reconstruction shall not be compulsory where the whole or more than 2/3's of all the Buildings and Common Elements is destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Master Deed, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and the net proceeds of all insurance policies shall

thereupon be distributed to the Unit Owners or their Mortgagees, as their interest may appear, in proportion to the percentage interest of each Unit Owner, in the Common Elements. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Board shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Master Deed the prohibition against judicial partition provided for in this Master Deed has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

Reconstruction also shall not be compulsory where the whole or more than 2/3's of any Building is destroyed as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners affected, the net proceeds of insurance policies shall be divided among all the Unit Owners affected by the casualty in proportion to their respective interests in the whole Building. The Association shall pay to each affected Unit Owner his interest in the Parcel. The respective interests in the Building shall be computed by dividing the square footage of each Unit by the total square footage of all Units in the Building added together. The Board shall have the sole discretion in computing such interests.

The interest in the Parcel of each such affected Unit Owner shall be computed by the Board by multiplying the Unit Owner's percentage of ownership in the Common Elements by the fair market value of the Parcel. Fair market value shall be determined by an appraiser selected by the Board, an appraiser selected by the majority vote of the Unit Owners affected, and by an appraiser selected by the joint agreement of the first two appraisers. The three appraisers shall jointly agree on the

fair market value of the Parcel as if it were in an unimproved state as of the date of the fire or other casualty. In the event the three appraisers are unable to agree upon such fair market value, the Board shall compute the fair market value by computing the average of the three appraisers. The Board may deliver to each affected Unit Owner his share of the Parcel in either cash or in five annual installments with interest on the unpaid balance at the rate of ten (10%) percent per annum. The Board shall not have the authority to make a cash settlement unless a majority of the Unit Owners agree by written consent.

The Board shall pay from the share of each affected Unit Owner the just amount of any unpaid liens on his Unit, in the order of priority of such liens; provided, however, that no such disbursement of the aforesaid insurance proceeds or payment for the Parcel shall occur, unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit or affected portion thereof, to the Association, and also delivers to the Board a recordable release of any liens on his Unit or affected portion thereof. Upon the recording of the aforesaid deeds and releases, each such Unit or affected portion thereof shall be deemed thereafter to be Common Elements. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, as determined by the Board. After the Board has affected any such withdrawal, the responsibility for the payment of assessments for any such withdrawn Unit or portion thereof shall cease.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and

other liability insurance as it deems desirable, insuring each Unit Owner, mortgagee of record, if any, the Association, its officers, directors, Board and employees, the Developer, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his corresponding percentage of ownership in the Common Elements. The Board shall retain in safe-keeping any such public liability policy for a reasonable time after the expiration date of the policy.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and member of any committee appointed pursuant to the By-laws of the Association from liability arising from the fact that said person is or was director or officer of the Association, or a member of such a committee. The Board shall require such fidelity bond coverage as necessary for any person or Board member handling Association funds. The premiums for such insurance and bonds shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit, as well as his additions and improvements thereto, decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part

of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

11.3 Maintenance, Repairs and Replacements. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the common expenses, subject to the Bylaws, rules and regulations of the Association. To the extent not covered by the Association's insurance, the expenses for the maintenance, repair or replacement of a Unit's water heater, furnace, air conditioner, and heating and air conditioning ducts shall be borne by the owner of the Unit to which such Limited Common Elements are appurtenant and at the discretion of the Board, maintenance of, repairs to and replacements within the other Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacements within the Limited Common Elements to arrange for such maintenance, repairs and replacement in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such

maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

The authorized representatives of the Association or Board, with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, or repairs or replacements within, the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements or to make any alteration required by any governmental authority.

11.4 Alterations, Additions or Improvements. Except as otherwise specifically provided herein, no alteration of any Common Elements, (including Limited Common Elements) or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the Bylaws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

11.5 Decorating. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit as may be required from time to time, including interior painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be

entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. No Unit Owner shall be permitted to alter the landscaping of any Limited Common Elements without the prior written approval of the Board, ordinary lawn maintenance excepted.

Lawns

ARTICLE XII

Encroachments

If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

ARTICLE XIII

Transfer of a Unit

13.1 Unrestricted Transfers. Subject to subparagraph 13.2 below, a Unit Owner may, without restriction, sell,

give, devise, lease or otherwise transfer his Unit, or any interest therein; provided, however, that any transferee thereof shall be fully subject to the terms of this Master Deed and the Association's Bylaws; and provided further that the Association be given a right of first refusal with respect to the sale of a Unit at the price for which such Unit shall be offered to others. The Association shall have ten (10) days in which to accept or reject its right to purchase hereunder.

13.2 Rental of Units. No Unit shall be rented by the Unit Owner for transient or hotel purposes, which shall be defined as (i) rental for any period less than thirty (30) days, or (ii) any rental if the occupants of the Units are provided customary hotel service, such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, Unit Owners shall have the right to lease their respective Units, provided that said lease is made subject to the covenants and restrictions in this Declaration and the Bylaws.

ARTICLE XIV

Use and Occupancy Restrictions

14.1 Purpose of Property. The condominium property shall be used for single family residence purposes and for no other purposes. A Unit Owner or occupant may use a portion of his Unit for his office or studio (other than a music studio) provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant and further provided that such activities shall not involve the personal services of any Unit Owner or occupant to a customer or other person or client who comes to the condominium property, and shall not be in violation of any applicable zoning regulations of Metropolitan Nashville and Davidson County. A Unit Owner or occupant of any Unit shall not use Unit or any of

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the Common Elements (included Limited Common Elements) for any illegal purpose.

14.2 Obstruction of Common Elements and Facilities.

There shall be no obstruction of, nor shall anything be stored in, the Common Elements, excluding the Limited Common Elements located within the bounds of a Unit or pertaining to a Unit, without the prior written consent of the Association.

14.3 Animals and Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements and facilities, except that dogs, cats or other household pets may be kept in the Units, subject to the rules and any other agreements, providing that they are not kept, bred or maintained for any commercial purpose, that such animals are kept in accordance with any applicable leash laws, and further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon three (3) days' written notice from the Board. No dog pens of any type shall be erected unless approval in writing has been obtained from the Association prior thereto.

14.4 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements and facilities nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the Unit Owners or occupants.

14.5 Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or to the Common Elements and facilities which would impair the structural integrity or would structurally change any of the buildings.

14.6 Prohibited Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any part of the condominium property except as otherwise herein, nor shall any "For Sale" or "For Rent" signs

or other displays or advertising be maintained or permitted on any part of the condominium property, except that (i) the right is reserved by Grantor to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, (ii) the right is hereby given the Association or its representatives to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and (iii) the right is hereby given the Association, its representatives, or any Unit Owner (with respect only to his Unit), to place "For Sale" or "For Rent" signs on any Unit or on the condominium property, for the purposes of facilitating the disposal of Units by such Unit Owner, any mortgagee or the Association.

ARTICLE XV

Special Actions Requiring Mortgagee Approval

Notwithstanding anything herein to the contrary, unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium Units have given their prior written approval, the Condominium Owners Association shall not be entitled to:

- (1) By act or omission, seek to abandon or terminate the condominium regime;
- (2) Change the pro rata interest or obligations of any individual Unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;
- (3) Partition or subdivide any condominium Unit;
- (4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by

the condominium project shall not be deemed a transfer within the meaning of this clause;

- (5) Use hazard insurance proceeds for losses to any condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the condominium project.

ARTICLE XVI

Special Rights of Mortgagees

A first mortgagee, or beneficiary of any Deed of Trust, shall be entitled to the following special rights:

- (1) Upon request, such first mortgagee is entitled to written notification from the Homeowners Association of any default in the performance of any individual Unit mortgagor of any obligation under the condominium documents which is not cured by such owner within sixty (60) days.
- (2) Any first mortgagee shall have the right to examine the books and records of the Condominium Owners Association or the condominium project during regular business hours, and such books and records shall be made available to such first mortgagees upon their request.

ARTICLE XVII

Special Rights of Construction Lender

Should any purchaser at foreclosure, or in lieu of foreclosure, of any construction mortgage for construction of any improvements upon the land herein come into possession of the Property, Grantor specifically grants to such purchaser any and all of the rights set forth herein reserved to Grantor, in-

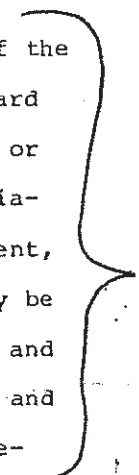
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cluding, but not limited to, Grantor's rights under this Master Deed or the Four Maples Homeowners' Association Bylaws, relating to the appointment of members of the Board of Directors of such Association.

ARTICLE XVIII

Remedies

In the event of any violation of the provisions of the Act, Master Deed, Bylaws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Master Deed, Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum rate allowed by law until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his respective share of any common expenses, upon the Unit and ownership interest in the Common



Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said mortgage or deed of trust owned or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage or deed of trust. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against Units in the Building.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Master Deed; (a) to enter (either peaceably or forceably without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b)

to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forceably without liability to such Unit Owner for such entry) of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Master Deed or the regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such

charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Master Deed.

In addition to the other remedies provided for herein, in the event of a default by a Unit Owner in the payment of such Unit Owner's respective share of the common expenses which default continues for a period of ninety (90) days, the Board shall have the power and authority to place such Unit Owner's name on a list of delinquent Unit Owners, which list may be posted at a place designated by the Board for notices. In the event a Unit Owner's default continues for a period of one hundred twenty (120) days, the Board shall have the power and authority to sever all utility connections of such Unit, which connections are within the Common Elements. The remedy shall be in addition to all other remedies provided herein.

ARTICLE XIX

Amendment

The provisions of this Master Deed may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Unit Owners owning not less than 2/3's of the total Units and acknowledged; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument.

However, if the Act, the Master Deed or the Bylaws require the consent or agreement of all Unit Owners or of all lien

holders for any action specified in the Act or in this Master Deed, then any instrument changing, modifying or rescinding any provision of this Master Deed with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Master Deed. The change, modification or rescission, whether accomplished under the provisions of the preceding paragraph, shall be effective upon recording of such instrument in the office of the Register of Deeds of Davidson County, Tennessee; provided, however, that no provisions in this Master Deed may be changed, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE XX
Notices

Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association or Board, or any Unit Owner, as the case may be, at _____

or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Master Deed to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

ARTICLE XXI

Severability

If any provision of the Master Deed or Bylaws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Master Deed and the Bylaws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Master Deed or the Bylaws shall be construed as if such invalid part was never included therein.

ARTICLE XXII

Perpetuities and Restraints on Alienation

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

ARTICLE XXIII

Rights and Obligations

Each Grantee of the Owner, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Deed. All future Unit Owners and occupants shall be subject to and shall comply with the provisions of this Master Deed. Any restrictions or rules in the Bylaws which are more than administrative in nature such as, but not limited to, reservations and future rights of the Grantor are hereby incorporated into and made a part of this Master Deed by reference. All rights, bene-

fits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Unit Owners, tenants and occupants of a Unit shall be subject to, and shall comply with, the provisions of the Bylaws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated § 64-2711, as they may be amended from time to time. The acceptance of a deed of conveyance devise or of a lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the said Bylaws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

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

ARTICLE XXIV

Condemnation

In the event of a taking in condemnation or by eminent domain of a party of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. If a majority of the Board in their sole and absolute discretion approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of such Unit's percentage of ownership in the Common Elements.

ARTICLE XXV

Rights Reserved

The Unit Owner's right of enjoyment in the property commonly owned by the Association as herein created shall be subject to:

- (1) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless the Owner (its successors or assigns) and members of the Association entitled to cast ninety (90%) percent of

the total votes of all classes of members entitled to vote has been recorded, agreeing to such dedication, transfer, purpose or condition; and

- (2) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements and the individual Units.

ARTICLE XXVI

Federal Home Loan Mortgage Corporation Regulations

Notwithstanding anything to the contrary contained in this Master Deed, or in the Bylaws which are attached hereto, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal Home Loan Mortgage Corporation pertaining to condominiums are hereby incorporated as terms and conditions of the Master Deed and Bylaws and such shall be governing upon the Property, the Grantor, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee as found in TCA §§ 64-2701 et seq. as amended.

Specifically, without limitation upon the foregoing, the following declarations shall be fully effective and controlling over any terms of the Master Deed or Bylaws which are in conflict. Any portions of such Master Deed or Bylaws which are in conflict with this paragraph, or any portion of Federal Home Loan Mortgage Corporation regulations pertaining to condominiums, are hereby deleted and the following rights of mortgagees are itemized as follows:

- (1) A first mortgagee under a condominium Unit at his request is entitled to written notification from the Association of any default by the mortgagor

of such Unit in the performance of such mortgagor's obligations under the Master Deed, By-laws, or any of the condominium documents, which is not cured within thirty (30) days.

(2) Any first mortgagee of a condominium Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, deed of trust, foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit, which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

(3) Unless all of the first mortgagees (based upon one (1) vote for each mortgage owned) of condominium Units have given their prior written approval, the Association shall not be entitled to:

- (a) Change the percentage interests of ownership of all or any condominium Unit or Unit Owners described in Exhibit "C".
- (b) Partition or subdivide any Unit or the Common Elements.
- (c) By act or omission seek to abandon the horizontal property regime of the Property except as permitted by this Master Deed or the Act.
- (d) Use hazard insurance proceeds for losses to any condominium property (whether to individual Units or Common Elements) for other

than the repair, replacement, or reconstruction of such improvements, except as provided by TCA § 64-2718 in case of substantial loss to the Units and/or Common Elements to the Condominium project.

- (4) First mortgagees shall have the right to examine the books and records of the Association and/or the condominium project.
- (5) An adequate reserve fund for the replacement of Common Elements will be established and funded by regular monthly payments rather than by special assessments.
- (6) As set forth in TCA § 64-2720, all taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the individual condominium Unit and not to the condominium project as a whole.
- (7) No Unit Owner or any other party shall have priority over any rights of the first mortgagees of condominium Units pursuant to their mortgages in the case of a distribution to condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of condominium Units and/or Common Elements.
- (8) Any agreement for professional management of the condominium project, whether it be by the Grantor, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.
- (9) The Association shall give to the Federal Home Loan Mortgage Corporation or any lending institu-

tion servicing such mortgages as are acquired by the Federal Home Loan Mortgage Corporation, notice in writing of any loss to or the taking of the Common Elements of the condominium project if such loss or taking exceeds Ten Thousand (\$10,000.00) Dollars. The Association may rely upon the information contained in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws, for a list of mortgagees to be notified hereby.

(10) The interest of a first mortgagee in a mortgaged Unit shall be superior to the interests of any other person, group, partnership, corporation or entity of any kind, including any interest the Board, the Grantor or any Unit Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

(11) Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein, and in addition shall have all of the rights granted to an institutional first mortgagee under its deed of trust, and under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned Grantor has executed this Master Deed this _____ day of _____, 1980.

JACK DRIVER & SON, INC.

BY: _____

"Grantor"

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____,

with whom I am personally acquainted, and who, upon oath, acknowledged himself to be _____ of Jack Driver & Son, Inc., the within named bargainer, a corporation, and that he as such _____, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____.

Witness my hand and official seal at Nashville, Tennessee, this the _____ day of _____, 1980.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A

Description:

Being land in Metropolitan Nashville, Davidson County, Tennessee, fronting on the south margin of Thompson place, described according to a survey made by Southern Land Surveying Co., Inc., dated June 5, 1974 as follows.

Beginning at an iron pin on the south margin of Thompson place, approximately 38 feet east of the centerline of Coarsey Drive.

- Thence, S 5°28'24" W, 229.02 feet to an iron pin;
Thence, N 89°04'25" E, 131.99 feet to an iron pin;
Thence, S 7°17'45" W, 237.32 feet to an iron pin;
Thence, With the rear line of the subject property, N 85°40'50" W, 335.57 feet to an iron pin;
Thence, N 3°14'09" E, 432.70 feet to an iron pin on the south margin of Thompson place,
Thence, With Thompson Place, N 89°01' E, 230.23 feet to the point of beginning.

Containing 2.92 acres, more or less

Subject property is encumbered by the following easements:

- (1) 10 feet wide public utilities and drainage easement parallel and adjacent to the entire southerly and westerly property lines.
- (2) 20 feet wide sanitary sewer easement traversing the property from east to west.

EXHIBIT "B"

BYLAWS
OF
FOUR MAPLES HOMEOWNERS' ASSOCIATION

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The Members of the FOUR MAPLES HOMEOWNERS' ASSOCIATION, a Tennessee non-profit corporation, shall consist of the respective Unit Owners of the Property known as Four Maples Condominiums (called "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners (these and other terms are used in these Bylaws as they are defined in the Master Deed for the Four Maples Homeowners' Association which Master Deed is recorded in the office of the Register of Deeds of Davidson County, Tennessee. The words "member" or "members" as used in the Bylaws means and shall refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Master Deed). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner or beneficiary.

Section 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Regular Meeting. The first regular annual meeting of Unit Owners (the "First Meeting") may be held, subject to the terms hereof, on any date, at the option of the Board; provided, however, that said First Meeting shall be held not less than thirty (30) days and not more than one (1) year

after Owner has sold and delivered its deed for at least two-thirds (2/3's) of the Units. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held each year within fifteen (15) days of the anniversary of the First Meeting. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least three-fifths (3/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

Section 6. Voting. The aggregate number of votes of all Unit Owners shall be fifty-one (51) and shall be divided among the respective Unit Owners with one (1) vote allocated to each Unit. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Grantor (Jack Driver & Sons, Inc., its successors and assigns) may exercise the voting rights with respect to Units owned by it.

No Unit Owner who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote hereunder until he has cured such default. A Unit Owner

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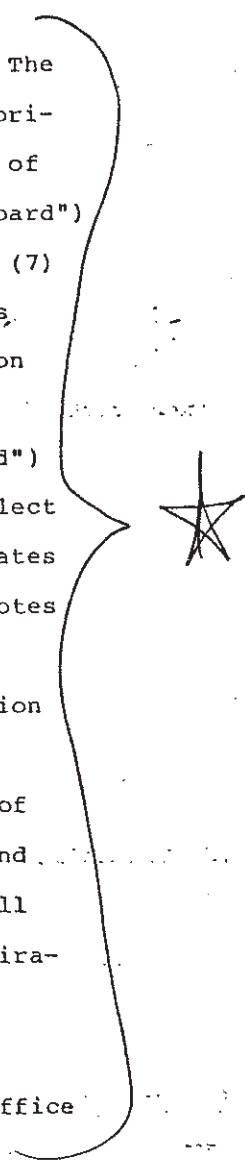
shall be deemed to be in default if he has not paid his assessments to the Board, or their agent, within fifteen (15) days after receipt of notice of assessment. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators," and sometimes referred to herein as the "Board") shall consist of at least three (3) but not more than seven (7) members (hereinafter referred to as "Directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners, except that the Grantor shall appoint the interim Board of Directors ("Interim Board") until the First Meeting, which among other business shall elect the first Board of Directors ("First Board"). Those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. That person receiving the most votes in the election of the First Board shall hold office for an initial term of three years; that person receiving the next largest number of votes shall hold office for an initial term of two years; and that person receiving the third largest number of votes shall hold office for an initial term of two years. Upon the expiration of each First Board Member's initial term, an election shall be held to elect a Director for the vacated position. Thereafter every Director elected to the Board shall hold office



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for the term of three years and until his successor shall be elected and qualified. A Board member may be re-elected without regard to the number of prior terms served.

Section 2. Qualification. Except for members of the Interim Board, each Director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by the Grantor. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the expired term of the Director which he succeeds.

Section 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any Director may be removed from office for cause by the vote of three-fifths (3/5's) of the total vote of the Unit Owners.

Section 6. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owner.

Section 7. Quorum. Two (2) Directors shall constitute a quorum.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Property;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the First Board, appointed as provided herein, shall ratify and approve the Management Agreement between the Grantor, on behalf of the Association, and a management corporation, which may or may not be a corporation or other entity related to the Grantor, to act as Managing Agent for the Property;

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate

such approval to the officers or the manager or Managing Agent;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

(h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(k) unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in §1(i) of the Master Deed), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(l) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Horizontal Property Act of the State of Tennessee and all powers and duties of a board of managers or a board of directors referred to in the Master Deed or these Bylaws.

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Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

ARTICLE III

Officers

Section 1. Designation. At each regular annual meeting, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any director

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so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of three-fifths (3/5's) of the total members of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit "C" of the Master Deed. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each

month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

Section 3. Partial Year or Month. For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Unit, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. In the event that during the course of any year it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses and limited common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 6. Expenditures. The Board shall not approve any expenditure in excess of Seven Thousand Five Hundred and No/100 (\$7,500.00) Dollars unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than three (3) years without the prior approval of three-fifths (3/5's) of the total vote of the Unit Owners. For the purposes of the preceding sentence, the entering into of a maintenance contract providing for the expenditure of more than Seven Thousand and No/100 (\$7,500.00) Dollars over the course of a year shall not be deemed to require approval of three-fifths (3/5's) of the Unit Owners, provided that the annual contract price does not exceed Twenty Thousand and No/100 (\$20,000.00) Dollars.

Section 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses and limited common expenses, as provided in the Master Deed, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the common expenses or limited common expenses when due, the amount thereof together with interest thereon at the maximum rate as may then be permitted under the laws of the State of Tennessee after said common expenses become due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses and limited common expenses which are due and payable from and after the date on which such mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose its mortgage or deed of trust. The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any

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way without the prior written consent of all such lien holders of record.

The Association or its successors and assigns, or the Board or its agents, shall have the right to enforce the lien as provided in the Master Deed or to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the common expenses or limited common expenses and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Master Deed or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 8. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the common expenses and limited common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien

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against the Property or the Common Elements, rather than a lien against only a particular Unit Ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "C".

ARTICLE V


Use and Occupancy Restrictions

Section 1. General. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside his Unit, or which may be visible from the outside of his Unit, (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any

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canopy or awning, or outside radio or television antenna, or C.B. radio transmitters, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio which is a Limited Common Element appurtenant to his Unit. No Owner of a Unit, shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction, except that the Association, its representatives, or any Unit Owner (with respect only to his Unit) shall be allowed to place "For Sale" or "For Rent" signs on any Unit or on the condominium property, for the purposes of facilitating the disposal of Units by such Unit Owner, any mortgagee, or the Association.



No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn, or other out-buildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

Section 2. Animals. No animals shall be raised, bred, or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided

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that said pet shall not in the judgment of the Board constitute a nuisance to others.

All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit. All such dogs shall be exercised by the owners thereof within a three (3) foot wide strip surrounding the inside boundaries of the Parcel. Such owners shall cause their dogs to relieve themselves in the aforesaid area.

Section 3. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 4. Use by Owner. During the period of sale by the Grantor of any Units, the Grantor and said Grantor's agents, employees, contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from said Buildings and Property as may be required for purposes of said sale of Units. While the Grantor owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Grantor and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

Section 5. Storage. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the common storage area and in the storage locker specifically designated for the respective Unit Owner by the Board or by the Managing Agent acting in accord with the Board's direction. Storage of boats, trailers, campers, and motor homes on the Property shall be subject to the rules and regulations of the Board applicable thereto.

Section 6. Wiring. No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

ARTICLE VI

Contractual Powers

No contract or other transaction between this corporation and one or more of its Directors or between this corporation and any corporation, firm or association in which one or more of the Directors of this corporation are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board

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or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

Amendments

These Bylaws may be amended or modified from time to time by action or approval of two-thirds (2/3's) of the total ownership of the Common Elements. Such amendments shall be recorded in the office of the Register of Deeds of Davidson County, Tennessee.

ARTICLE VIII

Indemnification

Section 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the Bylaws of the Association, and the Board and Grantor, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members or Grantor, on behalf of the Unit Owners, or arising out of their status as directors, Board and officers, committee members or Grantor, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Grantor may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Grantor; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally ad-

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judged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Grantor, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Grantor.

Section 2. Success on Merits. To the extent that the Grantor or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the Bylaws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

Section 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or Grantor, or out of the

aforesaid indemnity in favor of the directors, Board, officers, members of such committees, or Grantor, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, Grantor or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Grantor or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to whom those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Grantor or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE IX
Mortgages

Section 1. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of

his mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board; the Board shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

Section 5. Interest of Valid First Mortgagee. The interest of a valid first mortgagee shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these Bylaws, the Master Deed and the contract in its Deed of Trust, then said first mortgagee may at its option declare a default in its Deed of Trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the Deed of Trust notwithstanding any enforcement instituted by the Board.

ARTICLE X

Definition of Terms

The terms used in these Bylaws, to the extent they are defined therein, shall have the same definition as set forth in the Master Deed for the Four Maples Condominiums, which Master Deed is recorded in the office of the Register of Deeds of Davidson County, Tennessee.

ARTICLE XI

Conflicts

These Bylaws are set forth to comply with the requirements of Chapter 27 of Title 64, Tennessee Code Annotated as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

EXHIBIT "C"

PERCENTAGE INTEREST OF OWNERSHIP

FOUR MAPLES CONDOMINIUMS

Four Maples Condominiums shall consist of fifty-one (51) Units. Such fifty-one (51) Units are comprised of twenty-four (24) One Bedroom, One Bath, (1BR/1B) Units, each encompassing seven hundred twenty (720) square feet of living area; fourteen (14) Two Bedroom, One and one-half Bath (2BR/1-1/2B) Units, each encompassing approximately one thousand eighty (1,080) square feet of living area; and seventeen Two Bedroom, One and one-half Bath Townhouse (2BR/TH) Units, each encompassing approximately one thousand one hundred fifty (1,150) square feet of living area. Accordingly, each type Unit shall be allocated a percentage interest in all Common Elements proportionate to the ratio of such Unit's square footage to the total square footage of all Units, such percentage interests being approximately as follows:

Each 1BR/1B Unit	-	1.3859%
Each 2BR/1-1/2B Unit	-	2.0789%
Each 2BR/TH Unit	-	2.2137%

This instrument prepared by:
Robert J. Notestine III
Attorney at Law
104 Woodmont Blvd., Suite 115
Nashville, TN 37205

26B
BOOK 9263 PAGE 512

AMENDMENT TO THE MASTER DEED
ESTABLISHING THE HORIZONTAL PROPERTY
REGIME OF FOUR MAPLES CONDOMINIUMS
OF RECORD IN BOOK 5657, PAGE 438, AS CORRECTED
IN BOOK 5660, PAGE 185, REGISTER'S
OFFICE FOR DAVIDSON COUNTY, TENNESSEE

THIS AMENDMENT, executed and made effective this 22nd day
of February, 1994, by the members of the Board of
Directors of the Four Maples Homeowner's Association pursuant to
the written consent of at least two-thirds (2/3) of the total Unit
Owners as provided in Article XIX, Section 2, of the Master Deed by
vote at a Special Meeting of the Association held on
February 17, 1994, hereby amends Article XIII,
Section 13.1, of the Master Deed by replacing the existing
provision in its entirety with the following provision:

Subject to subparagraph 13.2 below, a Unit Owner may,
without restriction, sell, give, devise, lease or
otherwise transfer his Unit, or any interest therein;
provided, however, that any transfer thereof shall be
fully subject to the terms of this Master Deed and the
Association's Bylaws.

THIS AMENDMENT shall in no way be construed to amend, alter,
or revise any other provision of the Master Deed establishing the
Horizontal Property Regime of Four Maples Condominiums.

BOARD OF DIRECTORS

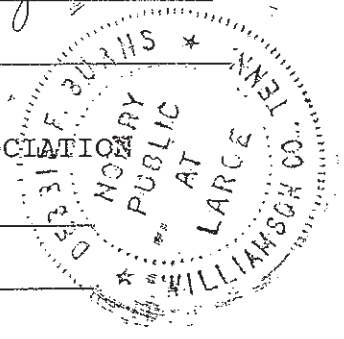
William Loch
Ellen B. Darnell
Linda Black
Robert Johnson

Reba Sullivan
Gary King
Marti Loyd

FOUR MAPLES HOMEOWNERS ASSOCIATION

By: William Loch

Title: President



STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Debbie F. Buens ^{Robert Johnson} of the state and county mentioned, personally appeared ^{Ellen Darnell Marti Loyd Linda Black} William Loch, Reba Sullivan, Gary King with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be president of the Four Maples Homeowners Association and as such President acknowledged that is authorized to execute the foregoing instrument on behalf of the Four Maples Homeowners Association, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Maple Ln.
this 22nd day of February, 1994.

Debbie F. Buens
Notary Public

My Commission Expires: 11/23/97

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9.00

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FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

IDENTIF. & REFERENCE

22543

Meeting, which among other business shall elect the first Board of Directors ("First Board") and the mortgagee holding the largest number of mortgages or trust deeds on Units shall be entitled to appoint one of its officers to be a Board member from time to time. Those candidates for election as director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. Every director, except for members of the First Board and Interim Board, and the member appointed by the mortgagee shall hold office for the term of three (3) years and until his or her successor shall be elected and qualified. Two (2) members of the First Board shall hold office until the second regular annual meeting of Association members, two (2) other members of the First Board shall hold office until the third regular annual meeting of Association members, and two (2) members of the First Board shall hold office until the fourth regular annual meeting of Association members. The member appointed by the mortgagee shall hold office at the pleasure of the mortgagee.

Section 2. Qualification. Except for members of the Interim Board, and the director appointed by the mortgagee, each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the director which he succeeds. In the event the mortgagee holding the largest number of mortgages or deeds of trust on Units does not desire to appoint a director, the Board shall by majority vote fill such vacancy for a term of one (1) year at a time.

Section 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least three-fifths (3/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

Section 6. Voting. The aggregate number of votes of all Unit Owners shall be fifty-two (52), and shall be divided among the respective Unit owners with one (1) vote allocated to each Unit. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Developer may exercise the voting rights with respect to Units owned by him.

No Unit Owner who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote hereunder until he has cured such default. A Unit Owner shall be deemed to be in default if he has not paid his assessments to the Board, or their agent, within fifteen (15) days after receipt of notices of assessment. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators," and sometimes referred to herein as the "Board") shall consist of seven (7) members (hereinafter referred to as "directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners, except that the Developer shall appoint the interim Board of Directors ("Interim Board") until the First

FOUR MAPLES
GENERAL RULES

1. Payment of the Association monthly maintenance fee is due on the first day of every month. Payments not received within ten (10) days will be deemed delinquent and subject to a late fee of ten dollars (\$10.00), and the owner will be sent a notice of the delinquency.

Non Payment of the monthly maintenance fee for thirty (30) days will subject the unit owner to an additional late charge of ten dollars (\$10.00).

After forty-five (45) days, the Unit Owner will be notified by certified or registered mail that if payment is not received by the sixtieth (60th) day, the Board of Directors will direct that a lien be placed against the Owner's unit. The cost and legal expenses incurred shall also be the liability of the Unit Owner.

2. The Board of Directors reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care, and cleanliness of the condominium, and for securing the comfort and convenience of co-owners and/or tenants, including but not limited to, the rules and regulations governing use of common grounds, drives and parking areas, and said rules and regulations shall be considered a party of the ByLaws.
3. Any member of the Board of Directors, their agent or assign has the right to enter any residence, at any time in the event of an emergency, in order to protect the interest of the Four Maple Homeowner's Association.
4. Entrances, drives, common parking and sidewalks of the residences shall not be used for any other purpose than ingress and egress to the residential units in the buildings.
5. No awnings, aerals of any kind, or signs of any kind may be attached or hung from the exterior of the building or the patios or terraces. No advertisement, sign, storm door, picture or illumination shall be exposed on or at any window or any other part of the building without written consent from the Board of Directors or its appointed agent.
6. No vehicle belonging to an owner, family member, tenant, guest or employee shall be parked so as to impede ready access to all drive areas, nor shall any vehicle be parked in any but those spaces designated for such owner. Nor shall there be parking in the driveway at any time. Extra visitor parking is at the rear of complex or across the street. Violators are subject to tow at owner's expense.

No trailers, motor homes, campers, boats or other large recreational vehicles allowed on the premises. No non-operative "junked" cars are to be parked on the premises.

FOUR MAPLES
GENERAL RULES

Page 2

7. Owners shall not cause or allow any objectionable noises to emanate from their respective residences, and are asked to be considerate of neighbors at late evening hours.
8. Parents shall not allow children to play in any of the drive areas of the condominium complex, nor shall toys, of any type, be allowed to be left unattended in the driveways. Articles left unattended in drives or sidewalks will be confiscated by the Board and donated to charity.
9. No unit may be leased by a homeowner for a term greater than one year. A copy of the standard lease, as and when executed, must be furnished and approved by the Board. Tenant will be bound by and subject to all of the obligations under the Master Deed and ByLaws, which must be explicitly stated within the lease document. New Lessees must supply names and phone numbers.
10. Soliciting within the property of Four Maples Condominiums is prohibited.
11. Planting flowers, trees or bushes by unit owners is encouraged by the Board of Directors. The Board requires for its permission that approval letters be submitted by the contiguous neighbors.
12. Common ground area and limited common ground areas, such as balconies, shall not be used for pet elimination. Pet owners must immediately clean up any of their pet's defecation.
13. Any incidents causing complaint but not specifically covered in the attached rules and regulations will be dealt with by the Board of Directors on an individual basis. This will apply particularly to situations relating to the external continuity of appearance and disturbing the peace.
14. The Board of Directors has directed the Management Company to assist in the enforcement of these rules.

FOUR MAPLES HOMEOWNERS' ASSOCIATION

GENERAL RULES

1. Payment of the Association monthly maintenance fee is due on the first day of every month. Payments not received within ten (10) days will be deemed delinquent and subject to a late fee of ten dollars (\$10.00), and the owner will be sent a notice of the delinquency. Non-payment of the monthly maintenance fee for thirty (30) days will subject the unit owner to an additional late charge of ten dollars (\$10.00). After forty-five (45) days, the Unit Owner will be notified by certified or registered mail that if payment is not received by the sixtieth (60th) day, the Board of Directors will direct that a lien be placed against the Owner's unit. The cost and legal expenses incurred shall also be the liability of the Unit Owner.
2. The Board of Directors reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care, and cleanliness of the condominium, and for securing the comfort and convenience of co-owners and/or tenants, including but not limited to, the rules and regulations governing use of common grounds, drives and parking areas, and said rules and regulations shall be considered a party of the By-Laws.
3. Any member of the Board of Directors, their agent or assign, has the right to enter any residence, at any time in the event of an emergency, in order to protect the interest of the Four Maples Homeowners' Association.
4. Entrances, drives, common parking and sidewalks of the residences shall not be used for any other purpose than ingress and egress to the residential units in the building.
5. No awnings, aerals of any kind, or signs of any kind may be attached or hung from the exterior of the building or the patios or terraces. No advertisement, sign, storm door, picture or illumination shall be exposed on or at any window or any other part of the building without written consent from the Board of Directors or its appointed agent.
6. No vehicle belonging to an owner, family member, tenant, guest or employee shall be parked so as to impede ready access to all drive areas, nor shall any vehicle be parked in any but those spaces designated for such owner. Nor shall there be parking in the driveway at any time. Extra visitor parking is at the rear of the complex or across the street. Violators are subject to tow at owner's expense. No trailers, motor homes, campers, boats or other large recreational vehicles allowed on the premises. No non-operative vehicles are to be parked on the premises.
7. Owners shall not cause or allow any objectionable noises to emanate from their respective residences, and asked to be considerate of neighbors at late evening hours.
8. Parents shall not allow children to play in any of the drive areas of the condominium complex, nor shall toys, of any type, be allowed to be left unattended in the driveways. Articles left unattended in drives or sidewalks will be confiscated by the Board of Directors and donated to charity.
9. No unit may be leased by a Homeowner for a term greater than one year. A copy of the standard lease, as and when executed, must be furnished and approved by the Board of Directors. Tenant will be bound

by and subject to all of the obligations under the Master Deed and By-Laws, which must be explicitly stated within the lease document. New Lessees must supply names and phone numbers.

10. Soliciting within the property of Four Maples Condominiums is prohibited.
11. Planting flowers, trees, or bushes by Unit Owners is encouraged by the Board of Directors. The Board requires for its permission that approval letters be submitted by the contiguous neighbors.
12. Common ground areas and limited common ground areas, such as balconies, shall not be used for pet elimination. Pet owners must immediately clean up any of their pet's defecation.
13. Any incidents causing complaint but not specifically covered in the attached rules and regulations will be dealt with by the Board of Directors on an individual basis. This will apply particularly to situations relating to the external continuity of appearance and disturbing the peace.
14. The Board of Directors of Four Maples Homeowners' Association has directed the Management Company to assist in the enforcement of these rules.



Homeowners' Rules and Regulations

Revised and Approved by
Board of Directors on
September 4, 2002

NONCOMPLIANCE with these Rules and Regulations will subject the homeowner and/or tenant to the Four Maple Condominiums *Fining Schedule* as shown on *Page 6*.

Building Regulations

1. The Board of Directors encourages planting flowers, trees or bushes by unit owners. The Board requires for its permission that approval letters be submitted by the contiguous neighbors. However, the outside faucets that are used to water the plants should not be left on unattended.
2. Parents shall not allow children to play in any of the drive areas of the condominium complex, nor shall toys of any type, be allowed to be left unattended in the driveways (*Articles left unattended in drives or sidewalks will be confiscated by the Board and donated to charity.*)
****Designated play area for homeowners, renters and/or guest: **any grassy area.******
3. None of the following shall be installed outside of any unit: canopy or awning (unless replacing existing and/or prior written approval from the Board), outside radio or television antenna, C.B. radio transmitters. With prior written approval from the Board **only 18"** satellite dishes shall be permitted, but placement shall be at the direction of the Board of Directors prior to installation.
4. **No type of grills are allowed on Four Maples property for use or storage.**

According to the **Metro Fire Prevention Code** adopted on January 1, 1995, the **use** and/or **storage** of charcoal, electric and propane grills (including smokers) on balconies and patios are prohibited. (See **attached letter** from Nashville Fire Department, Fire Prevention Bureau, reissued March 18, 1999, listing the related Codes: MFPC 1-3-4.7; MFPC 1-30-3.3.8.1(b); and MFPC 1-30-3.3.8.2.)

Vehicle and Parking Regulations

1. No vehicle belonging to an owner, family member, tenant, guest or employee shall be parked so as to impede ready access to all drive areas, nor shall any vehicle be parked in any but those spaces designated for such owner. Nor shall there be parking in the driveway at any time. Extra visitor parking is available throughout the community or across the street. Violators are subject to fines and/or tow at owner's expense.

No recreational vehicles (specifically trailers, motor homes, campers, boats or other large recreational vehicles) are allowed on the premises at any time. No non-operative "junked" cars are to be parked on the premises. No vehicles shall be **stored** in the parking areas. All vehicles must have **current** license tags.

Entrances, drives, common parking and sidewalks of the residences shall not be used for any other purpose than ingress and egress to the residential units in the buildings. Driveway areas located from the front of mailboxes next to building 1 to the mailboxes next to building 6 are **no parking/no play zones**.

2. The speed limit within the community property is 10 mph and is posted.
3. Owners and operators of all vehicles (motor and non-motor) within the community complex shall **Comply fully with all Laws and Regulations** applicable on public streets.
4. Owners and tenants are responsible for notifying their guests of all parking regulations.
5. All vehicles owned by either residents or tenants shall be parked as near to your unit as possible. Each unit has one (1) assigned parking space. All other parking spaces shall be on a first-come, first-served basis.
6. No vehicle maintenance shall be allowed, including minor maintenance such as oil change.
7. Vehicles identified as commercial vehicles by lettering, signage, etc., are not permitted to be parked on the Four Maples property. Residents having work done requiring the presence of such a vehicle for an extended period of time should notify the Management Company in advance. No tractor trailers, commercial or construction vehicles or equipment may be parked anywhere on the property. Commercial vehicles are defined as anything **other than** a standard family-commuting vehicle for personal use. Regardless of the type of vehicle, off-site alternatives must be found for that exceeding the allotted size of the parking space length and width. No vehicles whose gross weight exceeds one (1) ton shall be permitted on the Four Maples property.
8. **Any vehicle in Violation of any of the above regulation shall be subject to being fined and/or towed, and owner or tenant shall be responsible for any cost incurred.**

General Regulations

1. Payment of the Association monthly maintenance fee is due on the first day of every month. Payments not received within ten (10) days will be deemed delinquent and subject to a late fee of twenty dollars (\$20.00), and the owner will be sent a notice of the delinquency.

Non Payment of the monthly maintenance fee for thirty (30) days will subject the unit owner to an additional late fee of ten percent (10%). After forty-five (45) days, the unit owner will be notified by certified or registered mail that if payment is not received within ninety (90) days, the Board of Directors will take action to send the account to collections. The cost and legal expenses incurred shall also be the liability of the unit owner.

2. The Board of Directors reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of Four Maples community. And, for securing the comfort and convenience of co-owners and/or tenants, including but not limited to, the rules and regulations governing use of common grounds, drives and parking areas, and said rules and regulations shall be considered a party of the ByLaws.
3. Any member of the Board of Directors, their agent or assign has the right to enter any residence, at any time in the event of an emergency, in order to protect the interest of the Four Maple Homeowner's Association.
4. Owners shall not cause or allow any objectionable noises to emanate from their respective residences, and are asked to be considerate of neighbors at late evening hours.
5. No trespassing or soliciting shall be permitted at Four Maples Condominiums.
6. All garbage and trash must be placed in one of the four Dumpster on the property of Four Maples. Boxes must be broken down before being place in the Dumpster. No garbage or items should be stored on porches or patios. Any items such as furniture, appliances, etc...should not be placed outside Dumpsters. If any such item needs to be picked up contact Metro Customer Service Center . Patios & Decks are for patios furniture only not storage.
7. No unlawful, obnoxious, offensive activities shall be carried on, in, or surrounding any unit, nor shall anything be done therein or thereon which shall constitute a nuisance and which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.
8. **All owners are responsible for the conduct of their tenants and guest.** All tenants shall be subject to all provisions of the Master Deed and Bylaws and all Rules and Regulations of the Association.

General Regulations continued....

9. All cost incurred by the Association in enforcing any of the above, for any tenant, shall be paid by the owner of said unit. All owners are responsible for notifying the Management Company of any **changes** in tenants by sending a copy of the written lease and attachment A of the Rules and Regulations as and when executed, to the Management Company. And furnishing a copy of the adopted Rules and Regulations to all tenants.

A homeowner may lease no unit for a term greater than one year. Tenant will be bound by and subject to all of the obligations under the Master Deed and ByLaws, which must be explicitly stated within the lease document. New Lessees must supply the Management Company a name and phone for contact. **Only if you bought your unit before OCT 5th 2005 does the renting rules apply. All purchases after said date must be owner occupied.**

10. Common ground area and limited common ground areas, such as balconies, shall not be used for pet elimination. Pet owners must **immediately clean up any of their pet's defecation.** **ALL** pets should be on a leash when on any part of common area. There is a 25lb. weight limit for pets.
11. The Board of Directors will deal with any incidents causing complaint but not specifically covered in the attached rules and regulations on an individual basis. This will apply particularly to situations relating to the external continuity of appearance and disturbing the peace.
12. The appearance of Four Maples is of utmost importance, and continuity is very important in order to maintain property values.
13. The Board of Directors has directed the Management Company to assist in the enforcement of these rules.

Any homeowner who is in noncompliance will receive notification from the Board of Directors to correct the violation. If, after proper notification and within the time frame specified, the noncompliance is not corrected, the Board of Directors or their Agent may enter upon the owner's residential property and shall not be liable for trespass. The Board of Directors may, at their discretion, remedy the noncompliance, and the owner shall be responsible for the costs incurred. Such costs shall be due and payable thirty (30) days from the date of written notice thereof, and shall be collected and enforced in the manner provided in the governing documents of Four Maples.

Pet Regulations

1. Pets are limited to **indoor pets** that are less than 25lbs and that live and are maintained within the dwelling units. No pet is to be left on patios.
2. **All** pets **MUST** be kept on a **LEASH** when in common areas. No pets shall be turned loose on the property or allowed to roam the Four Maples property.
3. All owners and/or tenants shall be responsible for "**cleaning up**" their pet's waste.
4. Pets shall not be allowed to disturb or annoy any resident in regard to noise, barking, odor, general cleanliness of pet, damage to flowerbeds, or damage to residents vehicle or personal property at each unit.
5. The owner of said unit shall pay any expense incurred due to damage to any part of the common area caused by their pet.

Sign Regulations

1. No advertisement, sign, storm door, picture or illumination shall be exposed on or at any window or any other part of the building without written consent from the Board of Directors or its appointed agent.
2. All owners shall be responsible for informing their Real Estate Agent of the above sign regulations.
3. No political signage is permitted.

Fining Schedule:

Note: Fines will be added to the yearly Budget under the **INCOME** column, and fines will be included in the collection of monthly Association fees. Attorney fees for collection of fines will be charged to the homeowner, and liens may be placed against the homeowner's property or wages will be garnished.

1. First notification sent to the homeowner is a **Warning Letter** stating the problem.
2. If the problem persists, the homeowner will be sent a **Certified Letter** giving **ten (10) days** to correct the problem.

On the **11th day** a **\$25.00 fine** will be imposed; and a **\$15.00 fine** imposed **each day thereafter** until the problem is corrected.

List of Fines (not limited to these):

\$10.00 Fine for all Pet Violations and/or Leash Law Violation for each occurrence

\$20.00 Fine for Vehicle and Parking Violations for each occurrence

\$50.00 Fine for Damage to Common Property for each occurrence

\$5.00 Fine for Grill Violation (any type of grill) for each day on property (\$35.00 a week)

\$50.00 Fine for Violation of Any Provision of the Rules and Regulations for which No Other Fine is Specified for each occurrence.

\$150.00 haul off fine if the Board has to have items hauled away due to non compliance of rules and notices sent to owner.

Attachment A

Homeowner, return this page with a copy of the lease for your property to Westwood Management.

Date of Lease: _____ to _____
Beginning Date Ending Date

I _____, leasing unit # _____ have received a
(Lessee's Name)

copy of the Four Maples Homeowners' Rules and Regulations, on this _____ day of _____, 200__.

By signing, I agree to abide by these Rules and Regulations throughout the term of my lease.

Lessee's Signature

Date Signed

Contact Number for Lessee's

FOUR MAPLES
RULES AND REGULATIONS

1. Payment of the Association monthly maintenance fee is due on the first day of every month. Payments not received within ten (10) days will be deemed delinquent and subject to a late fee of ten dollars (\$10.00), and the owner will be sent a notice of the delinquency.

Non Payment of the monthly maintenance fee for thirty (30) days will subject the unit owner to an additional late charge of ten dollars (\$10.00).

After forty-five (45) days, the Unit Owner will be notified by certified or registered mail that if payment is not received by the sixtieth (60th) day, the Board of Directors will direct that a lien be placed against the Owner's unit. The cost and legal expenses incurred shall also be the liability of the Unit Owner.

2. The Board of Directors reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care, and cleanliness of the condominium, and for securing the comfort and convenience of co-owners and/or tenants, including but not limited to, the rules and regulations governing use of common grounds, drives and parking areas, and said rules and regulations shall be considered a party of the ByLaws.
3. Any member of the Board of Directors, their agent or assign has the right to enter any residence, at any time in the event of an emergency, in order to protect the interest of the Four Maple Homeowner's Association.
4. Entrances, drives, common parking and sidewalks of the residences shall not be used for any other purpose than ingress and egress to the residential units in the buildings.
5. No awnings, aerals of any kind, or signs of any kind may be attached or hung from the exterior of the building or the patios or terraces. No advertisement, sign, storm door, picture or illumination shall be exposed on or at any window or any other part of the building without written consent from the Board of Directors or its appointed agent.
6. No vehicle belonging to an owner, family member, tenant, guest or employee shall be parked so as to impede ready access to all drive areas, nor shall any vehicle be parked in any but those spaces designated for such owner. Nor shall there be parking in the driveway at any time. Extra visitor parking is at the rear of complex or across the street. Violators are subject to tow at owner's expense.

No trailers, motor homes, campers, boats or other large recreational vehicles allowed on the premises. No non-operative "junked" cars are to be parked on the premises

7. Owners shall not cause or allow any objectionable noises to emanate from their respective residences, and are asked to be considerate of neighbors at late evening hours.
8. Parents shall not allow children to play in any of the drive areas of the condominium complex, nor shall toys, of any type, be allowed to be left unattended in the driveways. Articles left unattended in drives or sidewalks will be confiscated by the Board and donated to charity.

FOUR MAPLES
RULES AND REGULATIONS

Page 2

9. No unit may be leased by a homeowner for a term greater than one year. A copy of the standard lease, as and when executed, must be furnished and approved by the Board. Tenant will be bound by and subject to all of the obligations under the Master Deed and ByLaws, which must be explicitly stated within the lease document. New Lessees must supply names and phone numbers.
10. Soliciting within the property of Four Maples Condominiums is prohibited.
11. Planting flowers, trees or bushes by unit owners is encouraged by the Board of Directors. The Board requires for its permission that approval letters be submitted by the contiguous neighbors.
12. No pet may weigh more than 25 pounds. Common ground area and limited common ground areas, such as balconies, shall not be used for pet elimination. Pet owners must immediately clean up any of their pet's defecation.
13. Any incidents causing complaint but not specifically covered in the attached rules and regulations will be dealt with by the Board of Directors on an individual basis. This will apply particularly to situations relating to the external continuity of appearance and disturbing the peace.
14. The Board of Directors has directed the Management Company to assist in the enforcement of these rules.

Unit Owner's Signature

Date

Tenant's Signature

Date

Tenant's Signature

Date

_____ Coarsey Drive, Nashville, TN 37217
Unit Number

FOUR MAPLES RULES AND REGULATIONS

1. **Unrestricted Transfer.** A homeowner may sell, or transfer his unit to his spouse, child, parents, siblings or descendants. Notice of any unrestricted transfer must be given to the Board within five (5) days following each transfer.

2. **Unit Leasing.** No unit may be leased by a homeowner of a unit purchased after October 15, 2005. All owners after that date must reside in the unit.

3. **Notice to Association of Certain Transfers.**-Whenever a homeowner proposes to sell, or otherwise transfer his unit to any person not outlined above, the owner must give the Association not less than thirty 30 days prior written notice of the proposed transfer. This notice must briefly describe the type of transfer and state the name, address, financial and character reference of the prospective owner/tenant. You must also include a copy of the contract for sale, or other documents involved with this transfer.

FOUR MAPLES
COMMON ELEMENT-UNIT ELEMENT

IN CASE OF DAMAGE WHO'S RESPONSIBLE

Many homeowners are interested in what their responsibilities are with regard to repairs when portions of the condominium are damaged because of roof leaks, flooding, fire or other causes due to the elements. The Board of Directors has researched this matter and would like to communicate their findings.

Responsibility of Repairs

In the event of the condominium being damaged, the responsibility of the Homeowners Association is to repair and restore the common elements only. These would include roofs, foundations, ceilings, walls, columns, stairwells, and any other common elements under Section 1-F of the Master Deed. Individual unit owners are responsible for the repair and restoration of furniture, water heaters, furnishings, fixtures, carpets, appliances, and other equipment installed in the unit by the unit owner. Please note that interior painting is also the unit owner's responsibility.

Insurance Coverage

Section 13 of our Master Deed requires that the Four Maples Homeowners Association obtain insurance for the condominium property. Please note: In accordance with this section, our insurance policy covers the replacement costs of all the common elements which does not include the contents and decorations of their own unit. Should you wish to discuss or confirm this with your insurance agent, the homeowners policy is traditionally called an H06 policy. Additionally available is a separate policy for investor owners. We recommend that you do not hesitate to call your agent to confirm that you have the proper coverage for your unit.

As a general summary, damage to contents, decorations and furnishings of any unit (no matter what the cause) are the responsibility of the unit owner; damage to the common elements, such as roofs, are the responsibility of the Homeowners Association.

Plumbing and Drain Repairs

It is recommended that all homeowners become familiar with the Master Deed and ByLaws for Four Maples with regard to those elements of the condominiums which are unit, limited common and common. The Homeowners Association's responsibility is to maintain and repair the common elements only.

FOUR MAPLES
COMMON ELEMENT-UNIT ELEMENT (con't)

Page 2

With respect to plumbing, your Board is responsible to ensure that the common supply lines are supplying water; leaks in the common supply line are their responsibility to repair. Leaks resulting from any pipe which serves a particular unit exclusively along with any pipes within the unit are the responsibility of the homeowner. The same holds true regarding the drain systems. Since drain stoppage problems are more frequent, the Board has set the following policy to assist homeowners when there is doubt concerning the cause of the problem.

"The Homeowners Association's responsibility is to ensure that the common drains are free and clear without leaks. Should a homeowner call with a problem, the manager will call a plumber to make the necessary repairs. The plumber, along with the property manager, will then make a judgement call as to the cause of the problem and identify the responsible party for the repair. The applicable party (either Homeowners Association or homeowner) will then be billed for the repairs."

This instrument prepared by
Robert J. Notestine III, Attorney
4515 Hradning Pike, S-315
Nashville, TN 37205

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AMENDMENT TO THE BYLAWS OF THE
FOUR MAPLES HOMEOWNER'S ASSOCIATION OF RECORD
IN BOOK 5657, PAGE 477, AS AMENDED IN
REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

THIS AMENDMENT, executed and made effective this 5th day of October, 2005, by the Members and/or Unit Owners of the Four Maples Homeowner's Association (the Association) pursuant to Article VII of the Bylaws of the Association and hereby amends the Bylaws as follows:

1. Article V, Section 1 is amended to add a new paragraph as follows:

Occupancy Restrictions: The following occupancy restrictions apply to all Units and to the Common Elements.

- a. Each Unit Owner shall use and maintain his or her Unit as an owner occupied Unit. No rental or leasing of Units shall be permitted. The purpose of this restriction shall be to preserve property values of the Units and to promote a higher his/her owner occupant ration which will promote financing of Units.
- b. Notwithstanding the foregoing restriction, any Unit Owner who rented his or her Unit prior to the recording of this Amendment may continue to rent or lease said Unit. Furthermore, any Unit Owner who owns a Unit or Units at the time of the recording of this Amendment shall have the right to lease or rent his or her Unit in the future.

Davidson County BYLAWS
Recvd: 10/12/05 10:24 3 pgs
Fees:17.00 Taxes:0.00



20051012-0122820

2. The execution of this Amendment by officers of the Association hereinbelow shall serve as conclusive evidence that more than 2/3 rds of the total ownership have approved this Amendment as registered by Article VII of the ByLaws.

THIS AMENDMENT shall in no way be construed to amend, alter, or revise any other provisions of the Bylaws except for the articles specifically mentioned herein. However, to the

provisions of the Bylaws except for the articles specifically mentioned herein. However, to the extent that the terms, conditions and provision of this Amendment are contrary to the terms, conditions, and provisions of the Bylaws, the terms, conditions, and provisions hereof shall supersede and control over the terms, conditions, and provisions of the Bylaws.

THE FOUR MAPLES HOMEOWNER'S
ASSOCIATION

By: [Signature]
VICE President

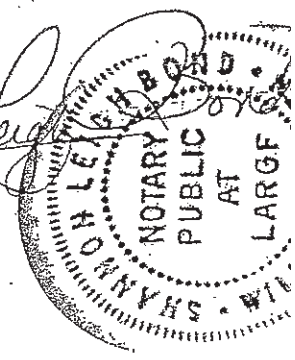
By: [Signature]
Secretary

STATE OF TENNESSEE }
COUNTY OF WILLIAMSON }

Before me Shannon Leigh Bond of the state and county mentioned, personally appeared Mike Pierce, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be president of the Four Maples Homeowner's Association and as such President acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Association, the within named bargain on, a corporation, and that he/she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the Association by him/herself as President.

Witness my hand and seal, at office in Franklin this 5th day
of October, 2005.

[Signature]
Notary Public



My Commission Expires: _____

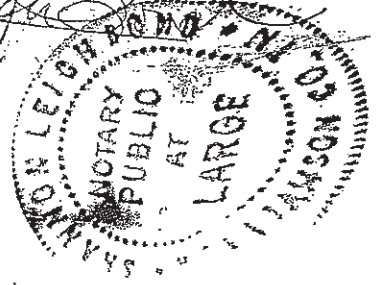
My Commission Expires
September 16, 2009

STATE OF TENNESSEE }
COUNTY OF WILLIAMSON }

Before me Shannon Leigh Bond of the state and county mentioned, personally appeared Dorothy K Street, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be Secretary of the Four Maples Homeowner's Association and as such Secretary acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Association, the within named bargain on, a corporation, and that he/she as such Secretary, executed the foregoing instrument for the purpose therein contained, by signing the name of the Association by him/herself as Secretary.

Witness my hand and seal, at office in Franklin this 5th day of October, 2005.

Shannon Leigh Bond
Notary Public



My Commission Expires September 16, 2009