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BOOK **4901** PAGE **679**

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF
CORONADA, A CONDOMINIUM

THIS MASTER DEED is made this 3rd day of April, 1975, by JAMES D. GILMORE, (hereinafter called the "Developer"), for himself, his successors and assigns, wherein the Developer makes the following declarations and submissions:

1. SUBMISSION TO HORIZONTAL PROPERTY REGIME: The purpose of this Master Deed is to submit the lands described in Exhibit A attached hereto and made a part hereof (hereinafter sometimes referred to as "Tract A"), and the improvements constructed or to be constructed there, to the regime established by Chapter 27 of Title 64, Tennessee Code Annotated, thereby establishing a Horizontal Property Regime, hereinafter sometimes referred to as "CORONADA," "condominium," or "condominium project."

2. NAME AND ADDRESS: The name by which this condominium is to be identified is CORONADA. The address is 7007 Harding Road, Metropolitan Nashville, Davidson County, Tennessee.

3. EXPLANATION OF TERMINOLOGY: The following terms shall have the following meanings:

(i) "CORONADA" shall refer to the condominium project, which may be expanded from time to time, the planned community of residential condominium units, the common elements, the common property, and the buildings owned in common thereon.

(ii) "Developer" shall refer to James D. Gilmore.

(iii) "Act" or "Horizontal Property Act" means Title 64, Chapter 27, Tennessee Code Annotated.

(iv) "Master Deed" means this document and refers in the aggregate to this Master Deed, as it may be amended, and to any Amended Master Deed.

(v) “By-Laws” means the By-Laws of the Coronada Condominium Association, Inc., attached hereto and made a part hereof.

(vi) “Charter” shall refer to the Charter of Coronada Condominium Association, Inc.

(vii) “Association” shall refer to the condominium project; the Board of Managers of the condominium; Coronada Condominium Association, Inc., a not-for-profit corporation organized under the laws of Tennessee, the members of which are unit owners of this project; or the condominium unit owners as a group, or such other body or group as the context may require.

(viii) “Unit” or “Condominium Unit” means that portion of the condominium project property which is subject to private ownership, including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) within an enclosed space, or any part of open space within or upon property clearly delineated for independent use adjacent to and/or in connection with, or surrounded by, the use of any of the foregoing. (“Condominium Unit” or “Unit” as defined herein is referred to as an “apartment” in the Horizontal Property Act.)

(ix) “Condominium Unit Owner” means the owner of a condominium unit. (“Condominium Unit Owner” or “Unit Owner” as defined herein is referred to as “Co-owner or “Apartment Co-owner” in the Horizontal Property Act.)

(x) “Common Expenses” means the expenses for which the condominium unit owners are liable to the Association as set forth in the By-Laws or in other condominium project documents.

(xi) “Condominium Property” or “Condominium Project” means the land, all improvements thereon, including the individual condominium units, the common elements and limited common elements, and all easements and rights appurtenant thereto which are intended for use in connection with this condominium project.

(xii) “Common Elements” means the portion of the condominium project not included in the individual condominium units.

(xiii) "Limited Common Elements" means those portions of the common elements which are reserved for use of a certain individual condominium unit owner to the exclusion of other condominium unit owners.

(xiv) "Expansion," "Annexation," and "Merger" shall all refer to an expansion of the condominium project and shall be used interchangeably.

4. ADMINISTRATION: (i) The administration of the condominium project shall be governed by this Master Deed and any amendments thereto, and by the Charter and By-Laws of Coronada Condominium Association, Inc., a not-for-profit Tennessee corporation. The governing body of the condominium project shall be the Board of Managers of Coronada Condominium Association, Inc., as is set forth in the By-Laws attached hereto and made a part hereof.

(ii) A unit owner of a condominium unit shall automatically become a member of the Coronada Condominium Association, Inc., and shall remain a member for the period of his ownership.

5. OWNERSHIP AND DESCRIPTION OF LANDS; RESERVATION OF EASEMENTS: The lands hereby submitted to the Horizontal Property Regime, hereinafter sometimes referred to as Tract A, are owned in fee simple by the Developer and are described in Exhibit A attached hereto and made a part hereof. The fee simple title in such land, together with the buildings and improvements thereon, is hereby vested in the Horizontal Property Regime established by this Master Deed. In the event the condominium project is expanded, the common elements on Tract A shall become common elements for the expanded condominium project.

Certain land owned by the Developer is being reserved for future development, and therefore is not being submitted to this Horizontal Property Regime. A description of such land is on Exhibit by request in the offices of the Developer.

Perpetual easements are reserved for the following uses and purposes: (i) The Developer hereby reserves for himself and for all future condominium unit owners of the condominium project as expanded a perpetual easement and right-of-way and access over and across the condominium project for the benefit and use of the condominium unit owners and for construction,

utilities, ingress and egress, and for sales of condominium units and related activities;

(ii) Developer further reserves the right to establish from time to time other easements, reservations, exceptions, and exclusions consistent with the condominium project, as expanded;

(iii) Easements are reserved for the Developer, who shall have the unrestricted right to relocate, expand, modify, reduce, or extend existing driveways, parking areas, and yards, and to construct, expand, enlarge, or relocate sewers, utility lines, or service connections in order to serve the condominium project, along with those condominium units which may be constructed on land adjacent to Tract A, when annexed to this condominium project, or other condominium projects which may be merged into this condominium project;

(iv) Easements are hereby reserved in the common elements of Tract A for the benefit and use of the condominium unit owners of any condominium unit which may be annexed to or merged into this condominium project, if and at such time such condominium units are annexed to and become a part of this condominium project;

(v) Each of the easements provided for in the Master Deed shall be deemed to be established upon the recordation of the Master Deed, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the condominium units and unit owners, the common areas and common elements, and any limited common elements, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the area which is the subject of the Master Deed as amended.

(vi) There is hereby reserved to the Developer and to the Association, their successors and assigns and their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations as are set forth in the Master Deed, the Charter, the By-Laws, and the rules and regulations.

6. DEVELOPMENT PLANS: The condominium project being constructed on Tract A is being developed according to the following plans:

(i) A plot plan of the land being developed has been recorded in the Register's Office of Davidson County, Tennessee, at Book 4860, Page 26.

(ii) The improvements will be constructed by the Developer substantially in accordance with the plans and specifications prepared by Eschliman and Associates, Columbus, Ohio, on exhibit by request in the offices of the Developer. The condominium project, unless expanded, will include 48 condominium units, landscaping, a swimming pool, tennis courts, a clubhouse, automobile parking areas, and other facilities located substantially as shown in the plans and specifications.

(iii) The property being developed on Tract A is being developed under a plan of expansion. Present plans of the Developer are to develop the land described in Exhibit A and, subsequently, to expand the condominium project by merging into the condominium project created by this Master Deed, a condominium project or condominium units which shall be constructed on the land adjacent to Tract A.

(iv) The expansion or merger shall take effect pursuant to paragraph 14. Under present plans, there will be 59 condominium units in the second stage of development, and a total of 107 units to be developed after the second stage of development, making a total of 214 condominium units on the property when fully developed. The swimming pool, tennis courts, and clubhouse, and certain other common facilities incidental thereto, shall be owned, used, and maintained in common by the condominium unit owners of the condominium project, as expanded from time to time. The use and maintenance of this and all other common elements shall be regulated by a common Board of Managers, as set forth in the ByLaws.

(v) THE DEVELOPER RESERVES THE RIGHT TO CHANGE THE DEVELOPMENT PLANS.

7. DESCRIPTION OF CONDOMINIUM UNITS AND BUILDINGS:

The condominium units of the first stage of development are described as follows:

(i) There are six typical condominium units, which units are generally described as follows:

Unit	Description
Ashwood	Two-Story Unit: <u>First Floor (Upper Level):</u> Living Room Dining Room Kitchen Dinette Powder Room Entry Hall <u>Lower Level:</u> Two Bedrooms One Complete Bath and Complete Dressing Area with Vanity Laundry
Briarwood	Split-Level: <u>Entry Floor Area:</u> Kitchen Dining Room Entry Hall Laundry <u>First Floor:</u> Living Room Master Bedroom Bath <u>Second Floor:</u> Two Bedrooms Bath
Cedarwood	Two-Story Split Foyer: <u>First Floor:</u> Living Room Dining Room Kitchen Half Bath and Laundry Family Room <u>Second Floor:</u> Three Bedrooms Two Baths
Dogwood	Split Level and Loft: <u>Entry Level:</u> Entry Hall Dining Room Kitchen Powder Room <u>First Floor:</u> Living Room Master Bedroom Bath Atrium <u>Lower Level:</u> Two Bedrooms Bath <u>Second Floor:</u> Loft

<u>Unit</u>	<u>Description</u>
Elmwood	Three-Story Unit: <u>First Floor:</u> Living Room Den Kitchen Entry Area <u>Lower Level:</u> Recreational Room Laundry Powder Room <u>Second Floor:</u> Master Bedroom Two Additional Bedrooms Two Baths Sunroom
Firewood	Two-Story Unit: <u>First Floor:</u> Foyer Sitting Room Living Room Dining Room Kitchen Breakfast Room Powder Room <u>Second Floor:</u> Master Bedroom Three Additional Bedrooms Two and one-half Baths Laundry Room Sauna (Optional)
generally described as follows:	There shall also be constructed a clubhouse which is
Clubhouse	Four Levels: <u>Level 1:</u> Women's Exercise Room, Locker Room, Sauna, and Restrooms Men's Exercise Room, Locker Room, Sauna, and Restrooms Vending Machine Room Mechanical and Janitor Room Office <u>Level 2:</u> Conversation Area Office Front Entryway <u>Level 3:</u> Young Adult Room Party Room Game Room <u>Level Four:</u> Kitchenette Eating Area

(ii) All of the condominium units and their respective unit numbers, property identification number, location, and approximate area are shown and set out in the Plat recorded in Book 4860, Page 26 in the Register's Office for Davidson County, Tennessee, which Plat is adopted herein by reference and to which Plat reference is herein made for all purposes.

(iii) The Developer reserves the right to change the design and arrangement of any condominium unit and to alter the boundaries between units so long as any unit so altered or directly affected by such alterations is owned by the Developer.

8. CONDOMINIUM UNIT BOUNDARIES: Each condominium unit shall consist of and contain that which is situated within the boundaries of such unit. The boundaries shall be determined in the following manner:

(i) The upper boundary shall be the plane of the lower surfaces of the ceiling slab.

(ii) The lower boundary shall be the plane of the upper surfaces of the floor slab. (In units having a lower level or basement, "floor slab" shall mean the floor of such level; in units having more than one level, "floor slab" shall mean the floor of the lowest of such levels.)

(iii) Horizontally, each unit consists of that which is contained between the plane of the unfinished surfaces of those walls which bound the apartment.

(iv) In addition to the foregoing, each condominium unit shall also be deemed to consist of and contain that area which is within the boundaries of any garage, including the storage area, if any; any patio or terrace; and any atrium, so long as said area is incident to the use of an individual condominium unit.

9. COMMON ELEMENTS: The common elements shall consist of the entire property, including all parts of all of the buildings and all other structures, but excluding that which is within the boundaries of any condominium unit, as herein defined, and specifically including, without limitation, the following:

(i) The land comprising the condominium project as expanded from time to time.

(ii) The foundations, floors, exterior walls and other main walls and roofs, including all columns, girders, beams, and supports, but ex-

cluding the finished and/or decorated surface of the interior side of any wall within any condominium unit. No unit owner shall be deemed to own the undecorated and/or unfinished surfaces of the walls, floors, ceilings, windows, and doors within his unit; however, such unit owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish or decorate the inner surfaces of the walls, floors, ceilings, windows, and doors within his unit, and the exclusive right to paint or repaint, or otherwise refinish or redecorate, the exterior surfaces of the doors of his unit, subject to the rules and regulations adopted pursuant to the By-Laws.

(iii) All yards, sidewalks, and gardens, and all recreational and community facilities, including, but not by limitation, the swimming pool areas and facilities, the clubhouse, the tennis courts, picnic areas, playgrounds, and all open parking and driveway areas.

(iv) All spaces devoted to the use of a manager, superintendent, and/or other persons employed in connection with the operation of the property; and all guest rooms, if any, if not attached to or within the boundaries of a condominium unit.

(v) All compartments and/or installations of utility services, such as power, lights, telephone lines, water, refrigeration, reservoirs, tanks, pumps, sewage systems, air-conditioning and heating equipment, and all other mechanical installations and appurtenances thereto and spaces therefor, and all pipes, ducts, cables, and conduits used in connection therewith, whether located in common areas or within the boundaries of a condominium unit.

(vi) All storage spaces, office space, and all maid's rooms locker rooms, and laundry rooms, if any, which are used for common facilities and are not attached to or within the boundaries of a condominium unit.

(vii) All other parts of the property existing for the common use which are necessary for existence, maintenance, and/or safety of the property.

10. LIMITED COMMON ELEMENTS: (i) Certain condominium units include parking areas and/or carports (but excluding garages) which are on the condominium project property. These parking spaces, and/or carports, with storage areas therein, if any, are Limited Common Elements to the use of a specific condominium unit.

(ii) Yards and sidewalks incident to and/or surrounding or adjoining an individual condominium unit are Limited Common elements to the use of that specific condominium unit, and as Limited Common Elements, such unit owner has the right to seed, reseed, plant, and otherwise cultivate and maintain such areas, subject to the rules and regulations, if any, adopted pursuant to the ByLaws.

(iii) The foundations, floors, exterior walls and other main walls and roofs incident to an individual condominium unit are Limited Common Elements of that specific condominium unit.

(iv) Any damage to such Limited Common Elements resulting from the negligence of such unit owner, members of his family, any of his or their guests, employees, agents, or lessees, shall be paid for by such unit owner.

11. COMMON ELEMENTS INSIDE UNITS; EASEMENT: The Board of Managers shall have a right of access to each condominium unit to inspect all pipes, wires, ducts, cables, conduits, public utility lines, and all other common elements located within units, to remove violations therefrom, and to maintain, repair, or replace such common elements. Each condominium unit shall be subject to an easement in favor of the unit owners of all other units to use the pipes, wires, ducts, cables, conduits, public utility lines, and other common elements.

12. ENCROACHMENTS: If any portion of the common elements shall encroach upon any condominium unit, or if any condominium unit shall encroach upon any other condominium unit or upon any portion of the common elements as a result of the construction or reconstruction of any of the condominium units or buildings, or any portion of a unit or building, or as a result of the settling or shifting of any unit or building or any portion thereof, a valid easement for the encroachment and for its maintenance shall exist so long as such unit or building stands.

13. UNDIVIDED SHARES IN COMMON ELEMENTS: (i) Each condominium unit shall have as an appurtenance thereto an undivided share in the common elements.

(ii) Each condominium unit shall have as an appurtenance

thereto the right to use all of the common elements and condominium property of this condominium project in accordance with the condominium documents. This right shall be shared by all unit owners of this condominium project, by unit owners of any condominium unit annexed to this condominium project, and with unit owners of other condominium projects, if any, merged into this condominium project and administered by the common Board of Managers.

14. RIGHT TO EXPAND CONDOMINIUM PROJECT: (i) By the Developer. The Developer, its successors and assigns, explicitly reserves the right to expand the condominium project from time to time, within seven (7) years of the date of the recording of this Master Deed. The right reserved by the Developer is not limited to but includes the area adjacent to the lands described in Exhibit A, the Developer reserving the right to add all or any part of said area to the condominium project. A description of said land is on reserve in the offices of the Developer. Portions of the land described may be added at differing times. Structures erected in the future, if any, shall be compatible with those structures constructed during the first stage of development in terms of quality of construction, materials, and architectural style.

(ii) By the Unit Owners. In addition to the foregoing, after January 1, 1980, or prior thereto with the Developer's permission, the condominium project may be expanded and real estate may be merged into the condominium project and become subject to this Master Deed upon written approval of fifty-one per cent (51%) of the unit owners of the then existing condominium project. The owner of any real property who desires to annex such real property to the scheme of this Master Deed may accomplish such annexation by the recordation of an Amended Master Deed as provided for in this Paragraph 14.

(iii) Method of Annexation. The expansion authorized pursuant to this paragraph shall be effectuated by the recordation of an Amended Master Deed. The Amended Master Deed shall be executed by the owner(s) of the real property sought to be annexed. In the event annexation is accomplished pursuant to subparagraph (ii), the Board of Managers shall keep on file in its principal office, the written consents of the condominium unit owners as required by said subparagraph (ii). Each Amended Master Deed shall include (1) an exhibit

setting forth the amended legal description of the condominium project to include the additional area annexed thereto; (2) an exhibit which shall set forth a separate legal description of such addition; and (3) an exhibit which shall contain an amended Plat showing the boundaries of such addition and of the entire condominium project as amended, and delineating the additional condominium units in such addition.

(iv) Amendment of Undivided Interests. The undivided ownership interest in the common elements as amended by each Amended Master Deed shall be determined and adjusted in the following manner:

The common elements as amended by such Amended Master Deed shall be deemed to consist of (1) the common elements as existing immediately prior to the recording of such Amended Master Deed (hereinafter referred to as the “existing common elements”), and (2) the common elements added by such Amended Master Deed (hereinafter referred to as the “added common elements”).

The condominium units as amended by such Amended Master Deed shall be deemed to consist of (3) the condominium units existing immediately prior to the recording of such Amended Master Deed (hereinafter referred to as the “existing units”), and (4) the condominium units added by such Amended Master Deed (hereinafter referred to as the “added units”).

The existing units shall be deemed to have an undivided ownership interest in the added common elements as well as in the existing common elements.

The added units shall be deemed to have an undivided ownership interest in the existing common elements as well as in the added common elements.

Each and all of the provisions of this Master Deed and the exhibits attached hereto, as amended by each successive Amended Master Deed and the exhibits attached thereto, shall be deemed to apply to each and all of the condominium units, including all such added units as well as all existing units, and to all of the common elements, including all such added common elements as

well as all existing common elements.

(v) Liens. The recording of an Amended Master Deed shall not alter or affect the amounts of any liens for common expenses due from any existing unit owners prior to such recording, nor the respective amounts theretofore assessed to or due from the existing unit owners for common expenses or other assessments.

(vi) The ownership in the common elements appurtenant to each condominium unit shall include and be deemed to include any additional common elements annexed hereto by a recorded Amended Master Deed and each deed, mortgage, or other instrument affecting a condominium unit shall be deemed to include such additional common elements, and the ownership of any such unit and lien of any such mortgage shall automatically include and attach to such additional common elements as such Amended Master Deed is recorded.

(vii) Effect of Merger. From and after an expansion in accordance with the provisions of this Paragraph 14, the areas annexed shall be treated as though they had been developed, sold, held, occupied, and used as if they had been part of the condominium project from the date of the filing of the original Master Deed. Pursuant thereto, the following consequences shall ensue:

(a) Use of Common Area. The owners of condominium units in the annexed area shall have the right to use the common elements of the entire condominium project to the same extent as that possessed by the owners of the condominium units within the condominium project as it existed prior to annexation.

(b) Assessment. The condominium units in any annexed area shall be assessed on the basis of an estimated cash requirement treating the condominium project as a whole.

(c) Voting. The owner(s) of a condominium unit in the annexed area shall have one vote per unit.

(d) Election of Board. Immediately following annexation, the Board of Managers shall govern all of the annexed areas. At a special meeting called for the purpose after annexation, the unit owners may remove the

existing Board of Managers and elect a new Board to govern the entire condominium project, including the annexed areas, until the next annual meeting, subject to the rights of the Developer. Procedures for calling and holding such meetings shall be those set forth in the By-Laws attached to this Master Deed.

(viii) The Developer reserves the right to amend this Master Deed and any Amended Master Deeds in such manner as may be necessary to cause the provisions of this Paragraph 14 to comply with the Horizontal Property Act, as it may be amended from time to time, and any other applicable statutes presently existing or hereinafter enacted. Each condominium unit owner agrees to execute and deliver such documents as may be necessary or desirable to accomplish the foregoing.

15. OWNERSHIP OF CONDOMINIUM PROJECT AND SHARING IN COMMON EXPENSES AND COMMON SURPLUS: A condominium unit owner shall have the exclusive ownership of his condominium unit and shall have an undivided interest in the common elements. The common expenses shall be shared and the common surplus shall be owned in such manner as is determined by the Board of Managers pursuant to the By-Laws.

16. VOTING RIGHTS OF CONDOMINIUM OWNERS: (i) The unit owner or owners, collectively, of each condominium unit shall be entitled to one vote per unit as to the matters requiring a vote by unit owners as provided by this Master Deed, the Charter, By-Laws, and/or rules and regulations, or by the Horizontal Property Act.

(ii) The vote for each condominium unit must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any unit owner or owners cast a vote representing a certain condominium unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other unit owners of the same unit. In the event more than one vote is cast for a particular unit, none of said votes shall be counted and said votes shall be deemed void.

(iii) The Developer shall be entitled to three votes for each unsold unit, whether constructed or not. The right of the Developer to so vote shall cease after all of the condominium units constructed or to be constructed on the land described in Exhibit A and the land adjacent thereto has been sold or on January 1, 1979, whichever is sooner.

17. COMMON EXPENSES AND ASSESSMENTS: (i) It is hereby stated to be the express duty of each condominium unit owner to promptly pay his share of the common expenses as allocated by the Board of Managers, and all assessments levied by the Board of Managers. Assessments against unit owners shall be made pursuant to the By-Laws.

(ii) The lien for unpaid assessments provided by Tennessee law shall also secure reasonable attorney's fees incurred by the Board of Managers incident to the collection of such assessment or the enforcement of such lien. In any foreclosure of a lien for assessment, the owner of the condominium unit subject to the lien shall be required to pay a reasonable rental for the condominium unit, and the Association shall be entitled to the appointment of a receiver to collect such rental.

(iii) In the event of default in paying common expenses by any condominium unit owner, such unit owner shall be obligated to pay interest at the maximum legal rate on such common expenses from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid common expenses.

18. CONDOMINIUM UNITS SUBJECT TO THE MASTER DEED: Each condominium unit owner shall be governed by and shall comply with the terms of this Master Deed, the Charter, the By-Laws, and the rules and regulations of the Association, if any, and by such documents and regulations as they may be amended from time to time. The acceptance of a deed of conveyance, devise, or inheritance, or the entering into of a lease and/or occupancy of a condominium unit shall constitute an agreement that the provisions of this Master Deed, the Charter, the By-Laws, and the rules and regulations adopted pursuant thereto,

are accepted and ratified by each unit owner and/or tenant and/or occupant and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in any such condominium unit as though such provisions were recited and stipulated in full in each such deed of conveyance, devise, inheritance, or lease.

19. AMENDMENTS: In addition to the procedure outlined in Paragraph 14, this Master Deed may be amended in the following manner:

(i) Notice of the subject matter of the proposed amendment shall be included in the notice of any regular or special meeting of the Board of Managers or of the condominium unit owners called in accordance with the By-Laws. Notice must also be given to all approved first mortgagees of record.

(ii) A resolution adopting a proposed amendment may be proposed by either the Board of Managers or by any five unit owners. Members of the Board of Managers or unit owners not present in person or by proxy at the meetings considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than seventy-five per cent (75%) of the votes of the entire number of condominium unit owners, and by not less than seventy-five per cent (75%) of the entire number of approved first mortgagees of record.

(iii) An amendment to this Master Deed by the Developer need not be approved by the Board of Managers, condominium unit owners, or lienors of condominium units or of the condominium project when such amendment is necessary to make this Master Deed or any amended Master Deed conform to the law as it exists or as it is hereinafter enacted. Nevertheless, notice of the amendment must be given to the Board of Managers and the unit owners at least thirty (30) days prior to its effective date with the reasons for the amendment in writing attached to the notice. A meeting of the Board of Managers concerning the amendment may be called by the majority vote of the Board of Managers. If fifty per cent (50%) of the condominium unit owners request a meeting of all unit owners regarding

the amendment, the Developer must call such a meeting prior to the date the amendment becomes effective.

(iv) A copy of all such amendments shall be sent by certified mail by the Board of Managers to all approved first mortgagees and to the record owner of each condominium unit and all record owners of liens thereon within five (5) days after its approval. Thereafter, the amendment shall become effective upon its being recorded in the Register's Office for Davidson County, Tennessee.

(v) No amendment affecting the Developer, its successors or assigns, or the institutional first mortgagee holding the highest dollar indebtedness on condominium units in the condominium project, shall be effective without the express written approval of the Developer, its successors or assigns, or without the express written approval of such mortgagee.

20. TERMINATION: The condominium project may be terminated in the following manner in addition to the manner provided by the Horizontal Property Act:

(i) The proposed termination shall be submitted to a meeting of the condominium unit owners, the notice of which meeting gives notice of the proposed termination. If the approval of not less than seventy-five percent (75%) of the unit owners, together with the approval of the record owners of liens upon such units, is obtained not later than thirty (30) days from the date of such meeting, then the condominium project shall be deemed terminated upon compliance with subparagraph (ii) hereof.

(ii) The termination of the condominium project shall be evidenced by a certificate of the Board of Managers executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Register of Davidson County, Tennessee.

(iii) After termination of the condominium project, the condominium unit owners shall own the condominium project property and all assets of the Association as tenants in common in undivided shares, and their

respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the condominium unit owners. Such undivided shares of the condominium unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' condominium units prior to the termination.

21. APPROVAL BY MORTGAGEES: Unless at least seventy-five per cent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) of condominium units have given their prior written approval, the Board of Managers and/or the unit owners shall not be entitled to:

- (i) by act or omission, seek to abandon or terminate the condominium regime;
- (ii) change the pro rata interest or obligations of any condominium unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the condominium project in undivided pro rata interests ("common elements");
- (iii) partition or subdivide any condominium unit;
- (iv) 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;
- (v) 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.

In case the condominium project is expanded pursuant to Paragraph 14, clauses (ii) and (iv) above shall be deemed waived by said mortgagees to the extent necessary to allow the addition of new phases in accordance with the Master Deed.

22. RIGHT OF THE DEVELOPER TO SELL OR LEASE UNITS OWNED BY IT FREE OF RESTRICTIONS SET FORTH IN THE MASTER DEED OR IN THE BY-LAWS: So long as the Developer shall own any condominium unit, whether by reacquisition or otherwise, the Developer shall have the absolute right to lease, sell, or mortgage any such unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest; and, as to the lease, sale, of mortgage of any condominium unit by the Developer, the right of notice and consent herein granted to the Association in the Master Deed shall not be operative or effective in any manner; PROVIDED, however, that the Developer shall not have the right to lease any condominium unit prior to January 1976; and PROVIDED further that any such lease shall be a short term lease, not to exceed one (1) year, prior to January 1977. This provision under the Master Deed may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Developer. The Developer shall have the right to transact on the condominium project property any business necessary to consummate the sale of individual condominium units, including but not limited to the right to maintain models, have and display signs, maintain an office or offices, maintain employees in such offices, use the common elements, and show the individual condominium units. The Developer may assign his commercial usage rights to such other persons or entities as it may choose. A sales office, signs, and all items pertaining to sales shall not be considered common elements or common property, and shall remain the property of the Developer. The rights set forth in this Paragraph 22 are assignable by the Developer.

23. MECHANICS' LIENS: No labor performed or materials furnished and incorporated in a condominium unit with the consent or at the request of the unit owner thereof, his agent, contractor, or subcontractor, shall be the basis for filing a lien against the condominium unit of any other owner not expressly consenting to or requesting the same, or against the common elements. Each unit owner shall indemnify and hold harmless each of the other owners from and against all liability arising from the claim of any lien claimant against the condo-

minium unit of any other owner or against the common elements for construction performed or for labor, materials, services, equipment, or other products incorporated into the owner's condominium unit at such owner's request or with his consent. The provisions of this Paragraph 22 shall not apply to any labor performed or materials furnished at the request of the Board of Managers of the Association. At the written request of any unit owner, the Association shall enforce such indemnity by collecting from the unit owner of the condominium unit on which the labor was performed or materials furnished the amount necessary to discharge any such lien, including all costs incidental thereto, including attorney's fees, and obtaining a discharge of the lien.

24. ASSIGNMENT: Any and all right reserved to the Developer in any of the condominium documents shall be assignable by the Developer.

25. MISCELLANEOUS: (i) Severability. The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, or word, or other provision of this Master Deed, as amended, the Charter, By-Laws, and the rules and regulations shall not affect or impair in any manner the remaining portions thereof.

(ii) Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of the paragraph or the intent of any provision thereof.

(iii) Gender. The use of the masculine gender shall be deemed to include the feminine gender; the use of the singular shall be deemed to include the plural, whenever the context so requires.

(iv) Waiver. No restriction, commission, obligation, or provision contained herein shall be deemed to have been obligated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, the Developer has executed this Master Deed at Nashville, Tennessee, in Davidson County, on this 3rd day of April, 1975.

By James D. Gilmore

STATE OF TENNESSEE]

COUNTY OF DAVIDSON]

Personally appeared before me, John L Chambers,
a Notary Public within and for the State and County aforesaid, JAMES D. GILMORE,
the within named bargainor with whom I am personally acquainted, and who ac-
knowledgeed that he executed the foregoing instrument for the purposes therein
contained.

WITNESS my hand and official seal at office at Nashville, Tennessee,
this 3rd day of April, 1975.

John L Chambers,
NOTARY PUBLIC

My Commission Expires:
30 August 1977