

MASTER DEED
FOR
JAMESTOWNE ON SIGNAL
A CONDOMINIUM

THIS MASTER DEED ("Master Deed"), is made and entered into this 22 day of July, 1986, by JAMESTOWNE ON SIGNAL, INC., a Tennessee corporation ("Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Hamilton County, Tennessee, and more particularly described in EXHIBIT "A" attached hereto and made a part hereof; and

WHEREAS, Developer wishes to submit such real property together with the improvements constructed and to be constructed thereon (the "Property") to a horizontal property regime pursuant to the provisions of the Tennessee Horizontal Property Act, as it has been amended, and this Master Deed; and

WHEREAS, Developer further desires to establish a horizontal property regime 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 Property and certain mutually beneficial restrictions, obligations and liens with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which rights, easements, privileges, restrictions, obligations and liens are declared to be in furtherance of a plan to promote and preserve the co-operative aspects of ownership of and residence on the Property and are established for the purpose of facilitating the proper administration of the Property and enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Developer declares as follows:

ARTICLE I
DEFINITIONS

1.1 DEFINITIONS. The following words and terms, whenever used herein or in exhibits hereto and made a part hereof, unless the context indicates clearly to the contrary, shall be defined as follows:

- (a) "Act" means the Horizontal Property Act, Tennessee Code Annotated, Sections 66-27-101, et seq., as the Act may be amended from time to time.
- (b) "Additional Property" means any property bordering any boundary of the Property which is owned or will be acquired by Developer.
- (c) "Association" has the same meaning as the term "council of co-owners" as defined in the Act and shall mean and refer to JAMESTOWNE TOWNHOME ASSOCIATION, INC., a Tennessee corporation.
- (d) "Board" means the governing body of the Association as ascertained by the Bylaws (as defined herein below).
- (e) "Buildings" means the structures containing the Units (as defined herein below).
- (f) "Bylaws" means the bylaws of the Association as set forth in Exhibit "B" attached hereto and made a part hereof.

file
THIS INSTRUMENT PREPARED BY:
SHUMAKER & THOMPSON
4th Fl., First Tenn. Bldg.
Chattanooga, Tennessee 37402

(g) "Common Elements" means General Common Elements and Limited Common Elements collectively (as both are defined herein below).

(h) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves lawfully assessed by the Board. Such Common Expenses shall consist of the expenses of the administration, management, maintenance, operation, repair or replacement of and additions to the Common Elements and any other expenses incurred in conformance with the Act, this Master Deed and the Bylaws, including expenses agreed upon as Common Expenses by a majority of the Unit Owners (as defined herein below).

(i) "Condominium," "Condominium Project," "Developer," "Master Deed," "person," and "to record," have the same meanings as provided for such words and terms in the Act.

(j) "General Common Elements" have the same meaning as provided for in the Act and also mean those portions of the Property not contained within the cubic boundaries of any Unit, including but not limited to, roofs, foundations, pipes, ducts, flues, chutes, conduits, wires, and other utility installations to the outlets; bearing walls, perimeter walls, columns and girders, to the undecorated and/or unfinished interior surfaces thereof; regardless of location and whether exterior or interior; windows and window frames, doors and door frames and trim, except the interior surfaces thereof; hallways, mechanical equipment areas, storage areas, walkways, driveways, (unless designated as Limited Common Elements on the Plat (as defined herein below)), outside parking areas, gardens, lakes, recreational areas and facilities which are now or hereafter contained within the Property and are not designated as Limited Common Elements; all installations of, and wires, pipes, ducts, flues and conduits for, power, cable television, heating and air conditioning, lights, gas, hot and cold water and sewage existing for common use, and all other parts of the Property desirably or rationally of common use or necessary or convenient for the Property's existence, maintenance and safety, and all areas and facilities designated as General Common Elements herein and on the plat and in the Act. Structural columns and load bearing walls located within the boundaries of a Unit shall be part of the General Common Elements. Any reference to "General Common Elements" appearing on the plat shall be deemed solely for purposes of general information and shall not be limiting in any way.

(k) "Limited Common Elements" have the same meaning as provided for in the Act and also mean those Common Elements which are reserved, by this Master Deed or the Plat, for the use, enjoyment and benefit of one or more Unit Owners to the exclusion of other Unit Owners. Said Limited Common Elements shall include, but shall not be limited to, such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, balconies, attics or patios, decks, porches, entryways, stairways, fences, lawn areas, walkways, gardens, courtyards, storage areas, and all associated fixtures and structures therein, as lie outside the Unit, as aforesaid.

(l) "Majority" has the same meaning as the term "majority of coowners" as defined in the Act and also means, unless otherwise specified, fifty percent (50%) or more of the "total number of votes". The total number of votes shall equal the total number of Units. Each Unit Owner shall hold one (1) vote for each Unit owned.

(m) "Plat" means that plat recorded or to be recorded in the Register's Office of Hamilton County, Tennessee, comprising the plat of JAMESTOWNE ON SIGNAL TOWNHOMES, a condominium, which plat, and supplements thereto, is incorporated herein by reference as fully as though copied herein.

(n) "Property" means and includes the real property described in Exhibit "A" attached hereto and made a part hereof, and all structures and improvements constructed and to be constructed thereon and all easements, rights and appurtenances belonging thereto.

(o) "Unit" has the same meaning as the term "apartment" as defined in the Act but does not include the Common Elements, and also means that portion of the Property, as designated on the Plat, as intended for the independent use of a Unit

Owner and shall consist of the undecorated or unfinished interior surfaces of its perimeter walls, lowermost floors and uppermost ceilings and the interior surfaces of the exterior doors and door frames, window and window frames and trim of each designated Unit and everything within such cubic boundaries, except for the spaces and improvements lying beneath the undecorated and/or unfinished interior surfaces of all interior bearing walls and/or bearing partitions, columns and girders, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utilities or other services to other Units and/or the Common Elements. If any pipes, ducts, wires, conduits or other facilities lie partially within and partially without the boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portion thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. A Unit shall include all improvements and decorating contained within the designated boundaries of a Unit including any plumbing and electrical fixtures, wall and floor coverings, panelling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished interior surfaces of the walls, floors and ceilings constituting the perimeter boundaries of such area. Any Unit may be jointly or commonly owned by more than one person. Notwithstanding the foregoing, for the purpose of measuring the Unit's square footage and only for that purpose, the horizontal boundary line of a Unit shall be the outermost stud face of a perimeter wall of a Unit, exclusive of the Unit's bay window alcove, if any, and exclusive of the Unit's garage, and further shall not include the attic space above the Unit or the foundation or crawl space beneath the Unit.

(p) "Unit Owner" has the same meaning as the term "co-owner" as defined in the Act and also means the person(s) whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appertenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Unit owner so long as it is the legal title holder of any Unit. Any provision to the contrary notwithstanding, joint owners shall be deemed one Unit Owner. If any Unit shall be owned by more than one person or by a corporation, partnership or one or more fiduciaries, such owner(s) shall designate one person to represent such Unit with respect to the Association and to cast the votes of such Unit.

ARTICLE II PLAN OF DEVELOPMENT

2.1 SUBMISSION TO HORIZONTAL PROPERTY REGIME. Developer, as the legal title holder in fee simple of the Property, expressly intends the following:

(a) This horizontal property regime shall be known as JAMESTOWNE ON SIGNAL, a condominium, or by such name or names as shall be selected from time to time by Developer or the Association;

(b) The Property is hereby submitted to this horizontal property regime pursuant to the provisions of the Act and this Master Deed.

2.2 DESCRIPTION OF SPECIFIC CONDOMINIUM UNITS. All of the Units are delineated upon the Plat, and the legal description of each Unit shall consist of the identifying number and/or letter of such Unit as shown upon the Plat. Except as provided in this Master Deed, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause said owner's Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

2.3 CONDOMINIUM EXPANSION.

(a) Developer hereby expressly reserves the option to expand the Condominium from time to time and at any time to include any one or more portions of the Additional Property. In order for Developer to exercise its option reserved hereby, Developer shall execute and record one or more amendments to this Master Deed thereby submitting any portion of the Additional Property to the Act as a part of the

Condominium within seven (7) years after the recording of this Master Deed. If two-thirds (2/3) of the votes in the Association, exclusive of votes appurtenant to Units owned by Developer first consent, Developer shall be entitled to extend the option period in which portions of the Additional Property can be submitted to the Condominium for any length determined by Developer and approved by said two-thirds (2/3) vote provided Developer exercises the option to extend said period and obtains the consent of the required votes during the year immediately prior to the expiration of the original seven (7) year period. During the seven (7) year option period and any extension thereof, Developer may expand the Property and this Condominium to include any portion of the Additional Property in any order and any size or location by recording amendments to this Master Deed signed only by Developer and plans showing all Units and Common Elements on the portion of the Additional Property submitted thereby. If Developer records any of the above-described amendments, then the portion of the Additional Property described in the Amendment shall become a part of the Property and this Condominium on the date of recordation, including, without limitation, all Units and Common Elements located on the portion of the Additional Property submitted thereby. Developer may terminate the option to expand the Condominium reserved hereby by executing and recording an amendment to that effect. Except as stated herein there are no other limitations on Developer's right to expand the Property and this Condominium to add the Additional Property. Any portion of the Additional Property may be added at any time, at different times, and in any order and in any size, dimension or location during the option period. There is no limitation as to the exact boundaries of the portions of the Additional Property that may be added to the Condominium from time to time and at different times.

(b) There is no limitation as to the location of any improvements that may be made on any portion of the Additional Property. No assurance is given by Developer that the structures erected on the Additional Property will be compatible with the structures on the Property in terms of quality of construction, the principal materials to be used and architectural style. No assurances are made by Developer concerning all other improvements that will be made on any portion of the Additional Property. No assurances are made by Developer concerning any limitations as to what types of units will be constructed on the Additional Property nor that they will be substantially identical to the Units on the Property. No assurances are made by Developer concerning the order in which any portion of the Additional Property may be added to the Condominium.

2.4 TERMINATION OF THE CONDOMINIUM. Subject to the provisions of the Act, this Condominium shall be terminated only by not less than eighty percent (80%) of the affirmative vote of Unit Owners and by written consent obtained from of all mortgagees of such Units.

ARTICLE III PROPERTY RIGHTS AND RESTRICTIONS

3.1 UNIT OWNER'S RIGHTS - EXCLUSIVE AND COMMON. A Unit Owner shall have:

- (a) The exclusive ownership in fee to the Unit Owner's Unit, subject to the other provisions of this Master Deed; and
- (b) As an appurtenance to the ownership of such Unit:
 - (i) an equal and undivided interest in the General Common Elements; and
 - (ii) the exclusive use and possession of those Limited Common Elements designated on the Plat as appurtenant to such Unit. Such exclusive use and possession shall mean the enjoyment, benefit and use of which is reserved for the lawful occupants of such Unit(s) to the exclusion of other Unit Owners.

3.2 USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS. Subject to the provisions of the Act, this Master Deed and the Bylaws, the Units and Common Elements shall be occupied and used according to the rules and regulations as set forth in Exhibit "C" attached hereto and made a part hereof, and as amended from time to time.

3.3 EASEMENTS AFFECTING THE PROPERTY. Without hereby limiting the Board's authority to grant easements from time to time with respect to parts of the Common Elements, as set forth herein, each Unit Owner shall take title to said Unit Owner's Unit subject to, and the rights of other Unit Owners to use the Common Elements shall be subject to, the following:

(a) If any portion of the Common Elements encroaches or shall hereafter encroach upon any Unit resulting from initial construction or any expansion of the Property, or any Unit encroaches or shall hereafter encroach upon any portion of the Common Elements or any other Unit, there are hereby granted and reserved mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachment, so long as the same shall exist; provided, however, that no such easement shall arise in favor of any Unit Owner if the encroachment interferes with the structural integrity of any of the Common Elements or the use and enjoyment thereof by other Unit Owners; and provided further that no such easement shall arise in favor of any Unit Owner who creates an encroachment by said Unit Owner's intentional or negligent conduct, or that of said Unit Owner's agent.

(b) All suppliers of utilities, including cable TV, serving the Property may be granted non-exclusive easements at the discretion of the Board to install, lay, construct, operate, maintain, renew, repair and replace conduits, ducts, cables, pipes and wires and other equipment or structural components in, to, over, under, across and through any portion of the Common Elements or any portion of the walls of a Unit (whether or not such walls lie in whole or in part within the Unit boundaries) for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property or any part thereof for said purpose. In addition, the Board, at its discretion, may grant such other easements as the Board may deem desirable.

3.4 SALE OR LEASE OF A UNIT. (a) With the exception of Subsection 3.4 (b) below (unless otherwise specified), this Section 3.4 shall not apply to the sale or lease of a Unit by a Unit Owner to such Unit Owner's spouse, child, parent, grandparent, brother, sister, grandchild or descendant (hereinafter individually or collectively "Family Member"), or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Unit Owner or said Unit Owner's Family Member or any one or more of them, or to any partnership of which the Unit Owner or said Unit Owner's Family Member or any one or more of them are the sole partners. It is provided, however, that notice of such sale or lease shall be given by the Unit Owner to the Board within ten (10) days following the consummation of such sale or lease.

(b) A copy of any lease of a Unit or interest therein, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under this Master Deed and the Bylaws of the Unit Owner making such lease and the lease, if any, shall expressly so provide. The Unit Owner making such Lease shall not be relieved thereby from any of said obligations. Upon the expiration or termination of such lease, or in the event of any attempted assigning or subleasing thereunder, the provisions of this Section 3.4 shall again apply to said Unit or interest therein.

(c) Whenever a Unit Owner shall propose to sell or lease (such lease to be in accordance with Subparagraph 3.4 (b) above) said Unit Owner's Unit, or any interest therein, to any person or entity other than a person or entity described in Subsection 3.4 (a) above, said Unit Owner shall give the Board not less than twenty (20) days prior written notice of the proposed sale or lease proposed by the Unit Owner and shall state the name, address, and occupation or employment, if any, of the proposed purchaser or lessee. The notice shall also include a copy of the proposed lease, contract for sale or other documents effecting said sale or lease and all pertinent terms and conditions of such sale or lease. Such documentation shall include evidence that the Unit Owner has received a bona fide offer for such sale or lease, a bona fide offer being defined herein as an offer in writing, binding upon the offeror, and containing all of the pertinent terms and conditions of such sale or lease. For a period of twenty (20) days following the date notice of said proposed sale or lease is given to the Board, the Association shall have the first and exclusive right, at its option, to purchase or lease such Unit or interest therein from said Unit Owner upon the terms and for the amount described in said notice.

(d) The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall give written notice of said election to the Unit Owner within twenty (20) days following its receipt of the notice required above. The Association shall be deemed to have elected not to exercise its first option if either (i) the Board notifies the Unit Owner that it has elected not to exercise its option, or (ii) the Board fails to notify the Unit Owner, before the expiration of the applicable option period provided herein, that the Association elects to exercise its option.

(e) If the Board elects not to exercise the Association's first option, the Unit Owner may proceed to close said proposed sale or lease upon the terms and conditions of the proposed lease or contract for sale; provided that such Unit shall not be sold or leased to any party other than the party designated to the Board in the Unit Owner's required notice nor for any lower purchase price or rental terms, as is appropriate, nor on any more favorable terms and conditions than those set forth in such notice required in Subsection 3.4 (c) above. If the Unit is not sold or leased in accordance with the preceding sentence, said sale or lease of the Unit, or any interest therein, again shall become subject to the Association's right of first option, as provided herein. The right of first option of purchase or lease shall be continuing rights and the nonexercise of either right shall not be deemed a waiver thereof against any subsequent Unit Owner.

(f) A certificate executed by the President or Secretary or other duly authorized officer of the Association certifying that the Association, by its Board has elected not to exercise its first option shall be conclusive evidence of such election and of a Unit Owner's compliance with the provisions hereof. Such a certificate shall be furnished to a Unit Owner upon said Unit Owner's compliance with the provisions hereof, provided the Unit Owner requests such certificate from the Association.

(g) If the Board, after obtaining the required approval of the Association, desires to exercise the Association's option to purchase or lease said Unit, then the Board shall notify the Unit Owner of its decision within the twenty (20) day period set forth hereinabove. Thereafter the Board shall promptly execute a contract to purchase or a lease, as is appropriate, and shall consummate said contract to purchase or said lease in accordance with the terms of the bona fide offer of which the Unit Owner notified the Board pursuant to Subsection 3.4 (c).

(h) A sale or lease of a Unit by Developer shall not be subject to the provisions of this Section 3.4. Developer reserves the right to sell or lease any unsold Unit owned by it under such terms and conditions as it shall deem proper.

(i) A sale or lease of a Unit or interest therein by the holder of a first mortgage on a Unit, which holder comes into possession of the mortgaged Unit through foreclosure or other judicial sale or through any conveyance made to such first mortgage holder in lieu of foreclosure, shall not be subject to the provisions of this Section 3.4. Such first mortgage holder shall be entitled to do any of the following, all without being subject to any of the provisions of this Section 3.4:

(i) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or

(iii) sell or lease a Unit acquired by the mortgagee.

(j) The Association shall hold title to the fee or leasehold interest of any Unit or interest therein, pursuant to the terms hereof, in the name of the Association or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to sell, lease or sublease said Unit or any interest therein on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit or interest therein be sold for less than the amount paid by the Association to purchase said Unit unless not less than seventy-five (75%) percent of the total vote of all the Unit Owners first authorize the sale for such lesser amount.

(k) The provisions of this Section 3.4 with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Section 3.4 are sooner rescinded or amended by the Unit Owners in the manner provided herein.

(l) The Board may from time to time adopt rules and regulations not inconsistent with the provisions of this Section 3.4 for the purpose of implementing and effectuating said provisions.

(m) If any sale or lease of a Unit is made or attempted without complying with the provisions of this Section 3.4 such sale or lease shall be subject to each and all rights and options of and remedies and actions available to the Association hereunder and otherwise.

(n) Except as otherwise provided in this Master Deed or in the Bylaws, in the event of any transfer of a Unit or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

(o) Except as otherwise restricted in this Master Deed, a Unit is freely alienable as provided by applicable law.

3.5 TRANSFER OF LIMITED COMMON ELEMENTS. The use of any Limited Common Elements may be transferred between Unit Owners having rights thereto at their expense, provided that such transfer is made in compliance with the Act and the requirements of this Section 3.5. Rights and obligations with respect to any of the Limited Common Elements shall not be affected, nor shall any transfer thereof be effective, unless such transfer is in compliance with the requirements of this Section 3.5. Each such transfer shall be made by an amendment to this Master Deed executed by all Unit Owners who are parties to the transfer and consented to by their mortgagees and all other Unit Owners who have any right to use the Limited Common Elements affected thereby. Such amendment shall contain a certificate showing that a copy of the amendment has been delivered to and approved in writing by the Board, and shall contain a statement from the Unit Owners involved in the transfer setting forth any reapportionment of their respective percentages of ownership in the Limited Common Elements resulting therefrom. If such Unit Owners cannot agree upon such reapportionment, the Board shall make such reapportionment. No such transfer shall be effective until such amendment is recorded. This paragraph shall not be amended, changed or modified without the prior written consent of the First Mortgagees of the affected Units at the time of such amendment, modification or rescission.

3.6 RIGHTS RESERVED. A Unit Owner's rights of enjoyments of the Common Elements as herein created shall be subject to:

(a) The right of the Association to suspend the enjoyment rights of any Unit Owner in utilities, ingress and egress, and all other rights in the Common Elements for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(b) The right of the Association to charge reasonable fees for the use of any portion of the Common Elements; and

(c) 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 Board, provided that no such diminution, dedication, transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless Developer, (so long as Developer owns a Unit) and not less than ninety percent (90%) of the total vote of all the Unit Owners agree to such dedication, transfer, purpose or condition; and

(d) The right of the Association to grant such assessments 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.

3.7 RIGHTS OF MORTGAGEES. (a) Each of the following actions shall require the prior written approval of all holders or owners of a recorded mortgage or deed of trust constituting a first mortgage lien on any one or more Units as of the date such action is taken:

(i) removal of the Property from the provisions of the Act, except for removal provided by law in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to this Master Deed which changes the interest of the Unit Owners in the Common Elements, except amendments made pursuant to Paragraphs 6.2 and 8.1 hereof;

(iii) use of hazard insurance proceeds for losses to the Property (whether to individual Units or Common Elements) for other than the repair, replacement, or reconstruction of such improvements, except in the case of substantial loss to the Units and/or Common Elements as provided herein;

(iv) abandonment or termination of the project except where abandonment or termination is provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain; and

(v) any amendment to this Section 3.7(a) or to any other provision in this Master Deed which specifically grants rights to the holders of such first mortgages or deeds of trust.

(b) Upon written request, any mortgagee shall be entitled to:

(i) inspect the books and records relating to the Property during normal business hours, upon reasonable notice;

(ii) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Unit Owners;

(iii) receive written notice of all meetings of the Association and permitted to designate a representative to attend all such meetings;

(iv) receive written notice of any default in the obligations hereunder of the Unit Owner or Owners of such Unit or Units encumbered by such first mortgage lien, not cured within thirty (30) days after notice of such default has been sent to such Unit Owner or Owners by the Association; and

(v) receive written notice of any material amendment to this Master Deed, the Bylaws or the charter of the Association.

However, the Association's failure to provide any of the foregoing to a first mortgagee who has so requested same shall not affect the validity of any action or decision which is related to the foregoing, nor shall the Association have any liability on account of its good faith failures to so provide.

(c) Upon written request, a first mortgagee of any one or more Units shall be entitled to timely written notice in the event of any substantial damage to or destruction of such Unit or Units, or of any part of the Common Elements or, if such Unit or Units, or any portion thereof, or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority. No Unit Owner or other party shall be entitled to priority over such first mortgagee with respect to the distribution to such Unit Owner or other party, with respect to such Unit, of any insurance proceeds payable by reason of such damage or destruction or of the proceeds of any such condemnation award or settlement.

(d) The provisions hereof are in addition to all other rights of mortgages herein contained or under law.

(e) When notice is to be given to any first mortgagee hereunder, the Board shall also give such notice to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Administration, the Government National Mortgage Association and any other public or private secondary mortgage market entity participating in purchasing or guaranteeing mortgages of Units in the Condominium, if the Board has notice of such participation.

3.8 TRUSTEE AS UNIT OWNER. In the event title to any Unit is conveyed to a trustee which holds title to a Unit under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under the Act, this Master Deed and the Bylaws against such Unit. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

3.9 RIGHT OF USE BY DEVELOPER. During the period of sale of any Units by Developer, including any units constructed upon the Additional Land, developer and Developer's respective agents, employees, successors, assigns, contractors, sub-contractors, brokers, licensees, and invitees and the respective agents and employees thereof, shall be entitled to use, parking and storage of vehicles and equipment, access, ingress to and egress from the Property, and the Common Elements without charges, as may be required for purposes of sale of any Unit and other activities of Developer on or about the Property. While Developer owns any Unit including any Units constructed upon the Additional Land, and until each Unit sold by it is occupied by the purchasers thereof, developer and its agents and 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 or a portion of the Common Elements without charge, as a sales office, administrative office, management office, or other uses and offices incidental to Developer's use of the Property, and may maintain customary signs, banners and flags in connection therewith. This section may only be amended or modified with the express written consent of Developer.

3.10 NO PARTITION. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as the Common Elements are used for a horizontal property regime, and in any event, all lenders must be paid in full prior to bringing an action for partition or the consent of all lenders must be first obtained.

ARTICLE IV THE ASSOCIATION

4.1 ASSOCIATION OF UNIT OWNERS; AND ADMINISTRATION AND OPERATION OF THE PROPERTY. There has been formed, pursuant to the charter of the Association, recorded in Book 3210, Page 757 in the Register's Office of Hamilton County, Tennessee and made a part hereof as fully as if it were incorporated herein (the "Charter"), an Association having the name "Jamestowne Townhome Association, Inc.", a Tennessee not-for-profit corporation, which Association shall be, upon the delivery by Developer of a deed to the first Unit Owner, the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Master Deed and the Bylaws. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every

other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act, this Master Deed or the Bylaws. All of the Unit Owners irrevocably constitute and appoint the Association, in their names, as attorney in fact to effectuate the above. The Board shall be elected and shall serve in accordance with the provisions of the Bylaws and of the Act. Subject to the Act and Bylaws, the Board shall have standing to act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interests may appear. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners in accordance with the provisions of the Act, this Master Deed and the Bylaws. Each Unit Owner shall be a member of the Association. A Unit Owner's membership shall automatically terminate upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner and the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. A Unit Owner shall be entitled to one (1) vote in the Association for each Unit owned by said Unit Owner.

4.2 MANAGEMENT OF PROPERTY. The Board shall have the authority to engage the services of a managing agent to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board. The cost of such services shall be a Common Expense.

4.3 NON-LIABILITY OF THE DIRECTORS, BOARD, OFFICERS AND DEVELOPER. Neither the Directors, the Board, or officers of the Association, nor Developer 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 Developer, except for any acts or omissions found by a court to constitute a crime, gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the Directors, Board, officers, or Developer and their respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns in accordance with the provisions of the Bylaws. Notwithstanding the foregoing provisions, the Directors, the Board, officers and Developer in their capacities as Unit Owners shall be subject to the liability standards which affect all other Unit Owners.

4.4 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 this Master Deed or the Bylaws, such dispute or disagreement shall be submitted to the Board and the determination thereof by the Board, provided that it is not arbitrary or capricious, shall be final and binding on each and all such Unit Owners, subject to the right of the Unit Owners to seek other remedies provided by law after such determination by the Board.

4.5 BOARD AUTHORITY TO PERMIT USE BY OTHERS. The Board shall have the authority to permit persons other than Unit Owners to use portions of the Common Elements, including clubrooms and recreational facilities, upon such terms as the Board shall deem advisable. All proceeds and revenues, if any, received from such use of the Common Elements shall be used to defray Common Expenses in such manner as the Board shall determine.

ARTICLE V MAINTENANCE

5.1 MAINTENANCE, REPAIRS AND REPLACEMENTS. (a) Each Unit Owner, at said Unit Owner's expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within said Unit Owner's own Unit, including without limitation the air conditioning unit and water heater located within and serving only said Unit Owner's 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 and the rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefitted thereby, and further, at the discretion of the Board, the Board may direct those Unit Owners who stand to be benefitted by such maintenance of, repairs to and replacement within the Limited Common Elements to arrange for such maintenance, repairs and replacement in the name and for the account of such benefitted Unit Owners, pay the cost thereof with their own funds and procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(b) In addition to the discretionary authority provided herein for maintenance of all or any portion of the Common Elements, the Board shall have the authority to maintain and repair any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Unit Owner of said Unit has failed or refused to perform said maintenance or repair directed by the Board; and the Board shall have the right to levy a special assessment against the Unit Owner of such Unit for the cost and expenses incurred for such necessary maintenance or repair.

(c) If, due to the act or negligence of a Unit Owner, or said Unit Owner's agent, servant, tenant, family member, invitee, licensee or household pet, damage is caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required, the cost of which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Association; however, the provisions of this Section 5.1 are subject to the provisions of Section 6.1 hereof providing for waiver of subrogation rights with respect to casualty damage insured against by reason of policies of insurance maintained by the Board.

(d) The authorized representatives of the Association or the Board, or the managing agent 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 the individual Units or the Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, or any equipment, facilities or fixtures affecting or serving other Units, or the Common Elements or to make any alteration required by any governmental authority.

5.2 ENTRY BY BOARD. The Board, its agents or employees, may enter any Unit when necessary in connection with the painting, maintenance or reconstruction for which the Board is responsible, or which the Board has a right or duty to do. Such entry shall be made with as little inconvenience to a Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense.

ARTICLE VI INSURANCE AND CASUALTY LOSS AND EMINENT DOMAIN

6.1 INSURANCE. (a) The Board shall have the authority to and shall obtain insurance for the Property, exclusive of the additions within, improvements to and decorating of the Units or Limited Common Elements 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. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, the 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, as the trustee for each of the Unit Owners, and for the holders of mortgages on each Unit, if any. Each such policy of insurance

shall 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. The Board shall notify all persons insured under such policy in the event of any cancellation thereof.

(b) The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and worker's compensation and other liability insurance as it deems desirable, insuring the Unit Owners, individually and severally, any mortgagee of record, the Association, its officers, Directors and Board, Developer, and the managing agent, if any, and their respective employees and agents and all persons acting as their respective agents, from liability in connection with the ownership, existence, use or management of the Property. Developer and Developer's representatives shall be included as additional insureds in their capacities as Unit Owners and Board members. The Unit Owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. Each such policy of insurance shall cover claims of one or more insured parties against other insured parties and shall also contain a waiver of subrogation rights by the insurer against such insured persons or entities. Each such policy also shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or any other Unit Owner. The premiums for such insurance shall be a Common Expense. The Board shall notify all persons insured under any such public liability policy in the event of any cancellation thereof, and shall retain in safekeeping any such public liability policy for twenty (20) years after the expiration date of the policy.

The comprehensive public liability insurance shall cover all the Common Elements, public ways and commercial spaces owned by the Association, whether or not the same are leased to a third party. Coverage shall be for at least \$1,000,000 or such greater amounts as may be required by private institutional mortgage investors, for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include without limitation legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

(c) The Board shall also have authority to and may obtain such insurance as it deems desirable and increase insurance limits, 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 Bylaws of the Association from liability arising from the fact that said person is or was a Director or officer of the Association, or a member of such a committee. The premiums of such insurance shall be a Common Expense.

(d) The Board shall also have authority to and may obtain:

(i) fidelity coverage to protect against dishonest acts on the part of officers, Directors, trustees, and employees of the Association and all others who handle or are responsible for handling funds of the Association, including the managing agent. Such insurance shall name the Association as the insured and shall be in an amount sufficient to provide protection which is in no event less than one and one-half times the Association's estimated annual operating expenses and reserves; and

(ii) such other insurance as it deems desirable or necessary for the Property or any aspect of the ownership, operation or management thereof, in such amounts, from such sources and in such forms as the Board deems desirable. The premiums for such insurance shall be a Common Expense.

(e) A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of said Unit Owner's Unit or caused by said Unit Owner's own conduct. Each Unit Owner shall be responsible for obtaining

said Unit Owner's own insurance on the contents of said Unit Owner's own Unit and the contents of the Limited Common Elements serving said Unit Owner's Unit, as well as said Unit Owner's 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 said Unit Owner's personal liability and loss or damage by fire or other hazards above and beyond the extent that said Unit Owner's 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 said Unit Owner's option and expense, obtain additional insurance.

(f) All physical damage insurance policies purchased by the Board shall be for the benefit of the Association, the Unit Owners, their mortgagees, and Developer, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed One Hundred Thousand Dollars (\$100,000.00) then all such proceeds shall be paid in trust to an insurance trustee designated for that purpose by the Board.

In the event of a casualty or loss aforesaid, the Board shall enter into an insurance trust agreement with an insurance trustee which shall provide that the insurance trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of the coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Master Deed and the Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

If such proceeds do not exceed One Hundred Thousand Dollars (\$100,000.00) then all such proceeds shall be paid to the Board to be applied pursuant to the terms contained herein. The Board is hereby irrevocably appointed the trustee for each Unit Owner, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims.

(g) No provision contained herein shall give a Unit Owner or any other party priority over the first mortgage or first deed of trust of a Unit in the event of a distribution of the insurance proceeds covering losses from damage or destruction to a Unit, Units or the Common Elements.

6.2 CASUALTY AND EMINENT DOMAIN. (a) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, the proceeds of any policy insuring against the same and payable by reason thereof, if sufficient to reconstruct the Property, shall be applied to such reconstruction. As used throughout this Section 6.2, reconstruction means restoration of the Property to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior thereto.

(b) In the event of a fire or any other disaster causing loss, damage or destruction to or of the property, if the Property is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct the Property, and fewer than fifty percent (50%) of the Units are rendered uninhabitable by such fire or other disaster, provision for reconstruction of the Property may be made by the affirmative vote of not less than seventy-five percent (75%) of the vote of all the Unit Owners voting at a meeting called for such purpose. Any such meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any. Otherwise such meeting shall be held within ninety (90) days after such fire or other disaster. At any such meeting, the Board or its representative shall present to the Unit Owners present an estimate of the cost of such reconstruction and the estimated amount of necessary special assessments against each Unit Owner, in order to pay therefor. If the Property is reconstructed, any such insurance proceeds shall

be applied thereto, and special assessments may be made against the Unit Owners in order to pay the balance of the cost thereof.

(c) In the event of a fire or any other disaster causing loss, damage or destruction to or of the Property, if the Property is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct the Property, and if provision for reconstruction of the Property is not made pursuant to Subsection 6.2(b) above, then provision for withdrawal of any portion of the Property from the provisions of the Act may be made by the affirmative vote not less than seventy-five percent (75%) of the vote of all the Unit Owners. Any such meeting shall be held within sixty (60) days following the final adjustment of insurance claims, if any. Otherwise such meeting shall be held within ninety (90) days after such fire or other disaster. Any such insurance proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, the portions of the Limited Common Elements, and the portions of the General Common Elements withdrawn. As compensation for such withdrawals:

(i) any such insurance proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Unit Owners thereof in proportion to the diminution in square footage of such withdrawn Units, or portions thereof;

(ii) any such insurance proceeds allocated to withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Owners entitled to their use in proportion to the diminution in square footage of the Limited Common Elements among those Unit Owners served by such Limited Common Elements; and

(iii) any such insurance proceeds allocated to withdrawn portions of the General Common Elements, shall be applied in payment to all Unit Owners in equal proportions.

(d) Upon withdrawal of any Unit or portion thereof, the Unit Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(e) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, if the Property is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct nor withdrawal is made pursuant to Subsection 6.2 (c) above, then the provisions of the Act shall apply.

(f) In the event any portion of the Property is taken by eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon any such withdrawal of any Unit or portion thereof, the responsibility or liability for payment of all or a portion of assessments shall be reduced proportionally, and any condemnation award or other proceeds resulting from such proceeding shall be allocated and paid, in the same manner as provided by Subsection 6.2(c) above, with respect to casualty to the Property and insurance proceeds resulting therefrom.

(g) The provisions of this Section 6.2 shall be subject to the rights, if any, of the holders of mortgages on the Property or any part thereof or on any or all of the Units and the Common Elements appurtenant thereto. The withdrawal and reapportionment contemplated by Subsection 6.2(c) and (f) above shall be effective upon execution and recordation of an amendment to this Master Deed and an amended Plat, in accordance with the provisions of Section 10.6 herein below. No provision contained herein shall give a Unit Owner or any other party priority over the first mortgage or first deed of trust of a Unit in the event of a distribution of the proceeds covering losses from a taking of a Unit, Units or the Common Elements by condemnation or eminent domain. In the event of any loss mentioned herein, each first mortgagee of record will be given prior and timely written notice thereof.

ARTICLE VII
TAXES AND EXPENSE

7.1 SEPARATE REAL ESTATE TAXES. It is intended that real estate taxes, direct and indirect, are to be separately taxed to each Unit Owner for said Unit Owner's Unit and an equal proportion of ownership in the Common Elements, as provided in the Act. In the event that for any years such taxes are not separately taxed to each Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay said Unit Owner's proportionate share thereof. Without limiting the authority of the Board provided for elsewhere herein, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or to collect from each Unit Owner their proportionate share of any such taxes, special assessments or charges, whether assessed and levied on each Unit separately or on the Property as a whole, and to charge and collect all expenses incurred in connection therewith as a Common Expense.

7.2 COMMON EXPENSE. (a) Each Unit Owner, including Developer, shall pay a proportionate share of the Common Expenses. Except for its responsibilities as a Unit Owner, as provided herein, Developer shall not have the responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date Developer delivers its deed to the first purchaser of a Unit at which time the Association will become the governing body of the Unit Owners, pursuant to the provisions of Article IV. Common Expenses shall be divided equally among the respective Unit Owners. Payments of Common Expenses, including any payment thereof required by contract for 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 said owner's proportionate share of the Common Expenses by waiver or non-use or non-enjoyment of the Common Elements or by abandonment of said owner's 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 any reasonable late charges and further, together with interest thereon at the maximum contract rate as may then be permitted under the law of the State of Tennessee from and after the date said Common Expenses are assessed shall constitute a lien on the interest of such Unit Owner in the Property and said Unit as provided in the Act. Provided, however, that such lien shall be subordinate to the lien of any prior recorded mortgage or deed of trust on the Property or any portion thereof, or on any interest of such Unit Owner, which mortgage or deed of trust is recorded prior to the date such lien for unpaid Common Expenses attaches and is owned or held by any lender, except for the amount of said proportionate share of such Common Expenses which become due and payable from and after the date on which such lender either takes possession of the property or interest encumbered by such mortgage or deed of trust, or accepts a conveyance, transfer or assignment of the Unit or of any interest therein (other than as security) in lieu of any foreclosure of such mortgage or deed of trust. This provision shall not be amended, modified or rescinded without the prior written consent of all lenders who are the holders or owners of a mortgage or deed of trust recorded prior to the date of such amendment, modification or rescission.

(b) A Unit Owner or mortgagee of a Unit shall have the right to acquire from the Association a certificate showing the amount of unpaid assessments with respect to the Unit. The Association may not enforce against a mortgagee who relies on the certificate any indebtedness as of that date in excess of the amount shown thereon. A purchaser of a Unit shall have the right to acquire from the Association an estoppel letter effective on the date of closing of the Unit, stating that no unpaid assessments or other obligations with respect to the Unit are due from the purchaser. In addition, the Board shall upon request of a Unit Owner or a prospective purchaser of a Unit prepare and deliver a letter stating either that there are no delinquent or unpaid assessments, fees or other obligations outstanding in respect to such Unit, or enumerating any outstanding and unpaid delinquent assessments, fees or other obligations. The Association shall have the right to exercise and to enforce any and all rights and remedies as provided or available at law or in equity for the collection of unpaid assessments or other obligations owing to the Association by its former Unit Owners.

(c) An adequate reserve fund for the replacement of Common Elements will be established and funded by regular monthly payments.

ARTICLE VIII
ARCHITECTURAL STANDARDS AND DECORATING

8.1 ALTERATIONS, ADDITIONS OR IMPROVEMENTS. (a) Except as provided in Section 8.1(b) below, no alteration of any 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, costs for alterations, additions and improvements of the Common Elements as provided in the Bylaws. Any Unit Owner may make any non-structural alterations, additions or improvements within the said Unit Owner's respective Unit 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.

(b) That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together, (including, without limitation, portions of any hallway and any walls), and any portion of the Common Elements which, by reason of the design or construction of any Unit, is necessary or advantageous to the owner thereof to use or occupy for any reasonable use appurtenant to said Unit, may be altered to afford ingress and egress to and from such Units and to afford exclusiveness and privacy to the occupants of such Units when using such portion of the Common Elements, and that part of the Common Elements appurtenant to said Units and may be used exclusively by the Owners of such Units provided:

(i) such Unit Owners shall enter into a license agreement with the Association providing for such alterations and usage, such license agreement to be in form and substance satisfactory to the Board;

(ii) such alterations shall not weaken, impair, or endanger any of the Common Elements or any Unit;

(iii) the Unit Owners desiring to make such alterations shall notify the Board of the nature thereof not later than ten (10) days prior to commencing work and shall receive approval in advance from the Board;

(iv) the expense of making such alterations shall be paid in full by the Unit Owners making such alterations; and

(v) such Unit Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alterations in the event such Units shall cease to be used together, as aforesaid, or in the event the use and occupancy of such portion of the Common Elements by such Unit Owners, as aforesaid, shall cease (and upon such restoration, such portion of the Common Elements shall cease to be Limited Common Elements appurtenant to said Units, as aforesaid); and

(vi) such alterations shall not interfere with or be detrimental to the reasonable use and enjoyment of the Property by other Unit Owners, including without limitation, reasonable access and ingress to and egress from the other Units in any hallway affected by any such alterations.

8.2 DECORATING. Each Unit Owner, at said Unit Owner's own expense, shall furnish and be responsible for all decorating within said Unit Owner's own Unit and within the Limited Common Elements serving said Unit Owner's Unit, as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, panelling, 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, floors and ceilings of said Unit Owner's Unit and all balconies, patios and terraces appurtenant thereto, and such Unit Owner shall maintain said interior surfaces in good condition at said Unit Owner's 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 said Unit Owner may see fit and at said Unit Owner's sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) and any redecorating of the Units, to the extent such redecorating of the Unit is made necessary by damage to the Unit 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. The interiors of all windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of the Unit. No Unit Owner shall enclose the balcony or terrace of their Unit or any part thereof, without having first obtained the prior written approval of the Board with respect to the materials, plans and specifications for such enclosure. No Unit Owner shall decorate the portions of such balcony or terrace visible from outside their Unit in any manner which detracts from the appearance of the Condominium and the determination of the Board on such matters shall be final.

ARTICLE IX
REMEDIES

9.1 EVENT OF DEFAULT; NOTICE. If any Unit Owner (either by said Unit Owner's own conduct or by the conduct of any occupant of said Unit Owner's Unit) shall violate any provision of the Act, this Master Deed, the Bylaws or the rules and regulations of the Association, 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 such violation shall constitute an event of default ("Event of Default") and the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control said Unit Owner's Unit, and thereupon an action in equity may be filed by the Board against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Unit Owner or occupant, or in the alternative, for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by said Unit Owner on account of said violation, and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing 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 Unit Owner from reacquiring said Unit Owner's interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Unit 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 Unit 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 ownership interest 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 purposes 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.

9.2 ADDITIONAL REMEDIES. The violation of any provisions of the Act, this Master Deed, the Bylaws or the rules and regulations of the Association by any Unit Owner (either by said Unit Owner's own conduct or by the conduct of any occupant of said Unit Owner's Unit), unless such violation or breach is remedied within thirty (30) days after written notice thereof to such Unit Owner, shall give the Board, and its employees and agents, the right, in addition to any other rights provided for in this Master Deed:

(a) to enter 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 of the Act, this

Master Deed, the Bylaws or such rules and regulations, as the case may be, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass;

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and

(c) to take possession 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. The failure of any Unit Owner to comply with the provisions of the Act, this Master Deed, the Bylaws, the Charter, or the rules and regulations of the Association will give rise to a cause of action in any aggrieved Unit Owner for the recovery of damages, for injunctive relief, or both.

9.3 REMEDIES GENERALLY. (a) In the Event of Default for any violation of the provisions of the Act, this Master Deed, the Bylaws or rules and regulations of the Association by any Unit Owner (either by said Unit Owner's own conduct or by the conduct of any occupant of said Unit Owner's Unit) the Association, or its successors and assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, the Bylaws, the rules and regulations of the Association or the laws of the State of Tennessee, or which may be provided or permitted 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 such Unit Owner's interest in the Property, and to sell the same, as hereinafter in this Paragraph provided, 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 contract rate per annum permitted by law shall be charged to and assessed against such defaulting Unit Owner until paid, and shall be added to and deemed part of said Unit Owner's respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for non-payment of said Unit Owner's respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of said Unit Owner's additions and improvements thereto; provided, however, that such lien shall be subordinate to the lien of any prior recorded first mortgage or deed of trust on the Property or any portion thereof, or on any 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 owner or holder either takes possession of the Unit or interest encumbered by such mortgage or deed of trust, accepts a conveyance of any interest therein (other than as a security) or files suit or commences other proceedings to foreclose such mortgage or deed of trust and causes a receiver to be appointed. 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, together with interest thereon at the rate aforesaid. 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 provision shall not be amended, modified or rescinded without the prior written consent of all lenders who are the holders or owners of a mortgage or deed of trust recorded prior to the date of such amendment, modification or rescission.

ARTICLE X
GENERAL PROVISIONS

10.1 MORTGAGES AND OTHER LIENS. (a) Each Unit Owner shall have the right, subject to the provisions herein, to make or create, or cause to be made or created, any mortgage or other lien on or affecting said Unit Owner's respective Unit together with said Unit Owner's respective ownership interest in the Common Elements, provided

however that, from the date this Master Deed is recorded, no Unit Owner shall have the right or authority to make or create, or cause to be made or created, any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of said Unit Owner's own Unit and the respective interest in the Common Elements corresponding thereto. Developer shall have the right to make or create, or cause to be made or created, one or more mortgages or other liens on or affecting all or some of the Units to which it then owns fee simple title, and the Common Elements appurtenant thereto.

(b) Subsequent to the recording of this Master Deed, no liens of any nature shall be created or arise against any portion of the Property except against any individual Unit or Units. No labor performed or materials furnished with the consent or at the request of a particular Unit Owner shall be the basis for the filing of a mechanic's lien claim against any other Unit. If the performance of the labor or furnishing of the materials is expressly authorized by the Board, each Unit Owner shall be deemed to have expressly authorized and consented to such performance of labor and furnishing of materials, and each Unit Owner shall be liable for the payment of said Unit's proportionate share of any due and payable indebtedness, as set forth in the Act, this Master Deed and the Bylaws. A Unit Owner shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board other than for mechanic's liens as set forth above. Each Unit Owner's liability for any judgment entered against the Board or the Association shall be limited to said Unit Owner's proportionate share of the indebtedness, as set forth in the Act, this Master Deed and the Bylaws whether collection is sought through assessment or otherwise.

10.2 ACCEPTANCE OF PROVISIONS. Each grantee of Developer, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Deed and the exhibits hereto or otherwise of record, and the provisions of the Act, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations imposed hereby and by the exhibits hereto or otherwise of record shall be deemed and taken to be covenants running with the land, shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such person in like manner as though the provisions of this Master Deed and the exhibits hereto and other recorded instruments were recited and stipulated at length in each and every deed of conveyance.

10.3 INCORPORATION. Developer (prior to the election of the first Board) or the Board shall form the Association for the purpose of facilitating the administration and operation of the Property and this horizontal property regime.

10.4 FAILURE TO ENFORCE. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein or the exhibits hereto shall be abrogated or waived by any failure to enforce the same no matter how many violations or breaches may occur.

10.5 NOTICES. Notices required or permitted to be given to the Board or to any Unit Owner may be delivered to any officer of the Board or such Unit Owner either personally or by mail addressed to such Board officer or Unit Owner at said Unit Owner's Unit.

10.6 AMENDMENTS. This Master Deed and the exhibits hereto may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all officers of the Board, the Unit Owner's mortgagees, where applicable, if the interests of such mortgagees are to be materially adversely affected, and containing an affidavit by the Secretary of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all parties having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof.

10.7 SEVERABILITY. The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of any such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Master Deed and all of the terms hereof and the exhibits hereto are hereby declared to be severable.

10.8 CONSTRUCTION. The provisions of this Master Deed and exhibits hereto shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class Condominium project.

10.9 CONVEYANCE OF INTEREST IN COMMON ELEMENTS. Except as provided for in Section 3.5, the undivided interest in the Common Elements shall not be separated from the Unit to which such interest appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed of conveyance or other instrument.

10.10 EFFECTIVE DATE. This Master Deed and the exhibits hereto shall be effective upon recordation.

10.11 HEADINGS. The headings of paragraphs and sections in this Master Deed and the Bylaws are for convenience or reference only and shall not in any way limit or define the content or substance of such paragraphs and sections.

10.12 NUMBER AND GENDER. As used in this Master Deed, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

10.13 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 of property known as the rule against perpetuities, then such provision shall continue in force and effect only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Ronald Reagan.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized officers as of the day and date first above written.

ATTEST:
By [Signature]
James R. Hedges, Secretary

JAMESTOWNE ON SIGNAL, INC., Developer
By [Signature]
Fred M. Edgenon, Jr., President

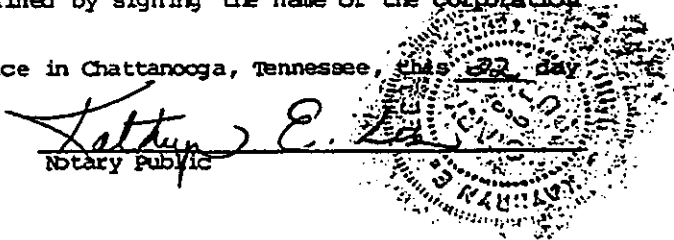
Signature not legible for filming.

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Kathryn E. Lee, of the state and county aforesaid, personally appeared Fred M. Edgenon and James R. Hedges, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of JAMESTOWNE ON SIGNAL, INC., the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal at office in Chattanooga, Tennessee, this 22 day of July, 1986.

My commission expires: January 10, 1990



07/22/86 W/00 123.00 **123.00 C

NO TRANSFER TAX DUE
DOROTHY P. BRAMMER
County Register

EXHIBIT "A"LEGAL DESCRIPTION

LOCATED IN THE THIRD CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

BEGINNING at an iron rod located at the intersection of the southern right of way line of Signal Mountain Boulevard and the western right of way line of Taft Highway (U.S. Highway No. 127), run thence north 74 degrees, 39 minutes, 15 seconds west along the southern line of Signal Mountain Boulevard one hundred forty-three and 9/10 (143.9) feet to an iron rod; thence north 78 degrees, 51 minutes, 15 seconds west, continuing along the southern line of said Signal Mountain Boulevard three hundred forty-one and 92/100 (341.92) feet to an iron pipe; thence south 05 degrees, 58 minutes, 45 seconds west one hundred fifty-four and 26/100 (154.26) feet to an iron rod; thence north 81 degrees, 05 minutes, 37 seconds west one hundred two and 04/100 (102.04) feet to an angle iron; thence south 06 degrees, 50 minutes, 23 seconds west four hundred forty-three and 5/10 (443.50) feet to an iron rod located in the western line of Taft Highway; thence in a northeasterly direction with the western line of Taft Highway along a curve to the right the following chord distances: north 46 degrees, 27 minutes, 23 seconds east three hundred forty-one and 1/10 (341.10) feet; thence north 51 degrees, 23 minutes, 23 seconds east one hundred ninety-nine (199.0) feet; thence north 62 degrees, 24 minutes, 23 seconds east one hundred ninety-one and 6/10 (191.60) feet; thence north 70 degrees, 04 minutes, 28 seconds east seventy-five and 93/100 (75.93) feet to the point of BEGINNING.

BEING the same property conveyed to Jamestown on Signal, Inc. a Tennessee corporation by Warranty Deed from C & E Building Corp., a Tennessee corporation dated November 5, 1985 and recorded in Book 3143, Page 800, in the Register's Office, Hamilton County, Tennessee.

Adopted: May 20, 1986

EXHIBIT "B"
BYLAWSOFJAMESTOWNE TOWNHOME ASSOCIATION, INC.

(A Tennessee Not for Profit Corporation)

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- 4.2 Dues
- 4.3 Rights of Members
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BY-LAWS OF
JAMESTOWNE TOWNHOME ASSOCIATION, INC.
A CONDOMINIUM ASSOCIATION

ARTICLE 1

NAME

The following provisions shall constitute the by-laws of JAMESTOWNE TOWNHOME ASSOCIATION, INC. (the "Bylaws"), a not-for-profit corporation (the "Association") which shall, along with the provisions of the Master Deed and rules and regulations adopted by the Board of Directors (the "Board") govern the administration of Phase I of JAMESTOWNE ON SIGNAL TOWNHOMES, a condominium, and any further extension thereof (the "Property"), which shall be designated in Phases by Jamestowne on Signal, Inc. ("Developer").

ARTICLE 2

OFFICES

The principal office of the Association in the State of Tennessee shall be located at 313 N. Palisades Drive, Signal Mountain, in Hamilton County, Tennessee, or at such other place as shall be lawfully designated by the Board. The Association may have such other offices, either within or without the State of Tennessee, as the Board may designate or as the affairs of the Association may require from time to time.

ARTICLE 3

PURPOSES

The purposes of this Association shall be to provide for the establishment of a unit owners association for the government of the Property in the manner provided by these By-laws and in its Charter (the "Charter"). The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Charter or these By-laws but incidental to the stated aims and purposes; provided, that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on homeowners' association by those provisions described in Section 528(c) of the Internal Revenue Code and the regulations thereunder, as presently enacted, or as they may hereafter be amended or supplemented, or, if they are replaced by new sections of similar import, and to the final laws, rules and regulations thereunder. All present or future owners or tenants, or their employees, or any other person who might use the facilities on the Property in any manner, shall be subject to the covenants, provisions or regulations contained in the Master Deed for Jamestowne On Signal Condominium (the "Master Deed") and these By-Laws, and shall be subject to any restriction, condition or regulation hereafter adopted by the Board. The mere acquisition or rental of any of the Units located within the Property described in the Master Deed, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Master Deed and of these By-Laws.

ARTICLE 4

ASSOCIATION OF MEMBERS

4.1 MEMBERSHIP. The membership shall be limited to and shall consist of all those persons, natural or fictional, who own a Unit on the Property as determined by the records of Hamilton County, Tennessee, (the "Members"). Upon acquisition of title to a Unit, a person shall automatically become a Member.

4.2 DUES. The Board may prescribe annual dues for Members as the Board sees fit for those reasons described in Paragraphs 8.2 and 8.3, which Members shall be required to pay.

4.3 RIGHTS OF MEMBERS. All Members shall be entitled to vote as hereinafter described, shall be eligible to serve on the Board, and shall be entitled to all rights of membership.

4.4 TERMINATION. All memberships shall continue until automatically terminated by transferring title of such Member's Unit to another.

4.5 VOTING RIGHTS.

(a) In General. The total number of votes of all Members shall be equal to the total number of Units on the Property and each Member shall be entitled to one (1) vote for each Unit owned by such Member. Any provision to the contrary notwithstanding, joint owners shall be deemed one Member. If any Unit shall be owned by more than one person or by a corporation, partnership or one or more fiduciaries, such owner(s) shall designate one person to represent such Unit with respect to the Association and to cast the vote of such Unit. The Association shall be entitled to rely in good faith upon the actions of and votes cast by such designee of the owner.

(b) Developer's Rights. The Developer or its successors or assigns shall at all times retain the votes representing any previously unsold Units and will retain all votes of the Units until at least 40% of the Units have been sold.

ARTICLE 5

ASSOCIATION MEETINGS

5.1 FIRST ANNUAL MEETING. The first annual meeting of the Association shall be called by the Developer within thirty (30) days after the closing of the sale of those Units representing fifty percent (50%) or more of the voting power of the Association. However, said first annual meeting shall be held not later than sixty (60) days after the Developer has sold and conveyed title to seventy-five percent (75%) of the Units on the Property or three (3) years after the date the Master Deed is recorded, whichever is earlier.

5.2 ANNUAL MEETINGS. An annual meeting of the Association shall be held on the first Tuesday of February of each year, if not a legal holiday and if a legal holiday then on the next succeeding business day, for the purpose of electing the Directors of the Board and such other business as comes before the meeting.

5.3 SPECIAL MEETINGS. Special meetings of the Association may be called for any reasonable purpose by the President or by not less than twenty-five percent (25%) of all the Members entitled to vote at such meeting. Upon request in writing delivered either in person or by certified mail to the Secretary of the Association by any persons entitled to call a meeting of Members, the Secretary shall forthwith cause to be given to the Members entitled thereto notice of the meeting, which shall be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request, as the Secretary may determine. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the person(s) calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at such time as may be designated, and shall be held on the Property or at such other place within the Chattanooga metropolitan area as shall be specified in the notice of the meeting.

5.4 PLACE OF MEETINGS. Meetings of the Association shall take place on the Property at some place designated by the person or persons calling the meeting, or at such other reasonable place and time designated by the Board.

5.5 NOTICE OF MEETINGS. A written or printed notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day, and hour thereof, and the purpose therefor shall be given by the Secretary, or the person or persons calling the meeting, not more than forty five (45) nor less than five (5) days before the date set for such meeting. Such notice shall be given to each Member in any of the following ways: (a) by leaving the same with a Member personally, or (b) by leaving the same at the residence or usual place of business of such Member or (c) by mailing it, postage prepaid, addressed to such Member's address as it appears on the records

of the Association, or (d) if such Member cannot be located by reasonable efforts, by publishing such notice in any newspaper of general circulation in the City of Signal Mountain, such notice to be published not less than two (2) times on successive days, the first publication thereof to be not less than five (5) days nor more than ten (10) days prior to the day assigned for the meeting. If notice is given pursuant to the provisions of this section, the failure of any Member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail, addressed to the Secretary at the address of said project, the holder of any duly recorded mortgage against any Unit may promptly obtain a copy of any and all notices permitted or required to be given to the holder of any mortgage requesting such notice until said request is withdrawn and said mortgage is discharged of record.

5.6 WAIVER OF NOTICE. The presence of a majority of Members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any Member shall, at the opening of such meeting, object to the holding of the same for non-compliance with the provisions of Paragraph 5.5. Any meeting so held without objection shall, notwithstanding the fact that no notice of the meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken.

5.7 QUORUM. At any meeting of the Association, a fifty percent (50%) or more voting majority of all Members present, by person or by proxy, shall constitute a quorum, and action approved by a majority vote of such quorum shall be valid and binding upon the Association except as otherwise provided by law or these By-laws. In the event a Member's vote is pledged by mortgage, deed of trust, or agreement of sale, such Member's vote will be recognized in computing a quorum with regard to any business conducted concerning such matters upon which said Member's vote is so pledged or mortgaged unless the mortgage, deed of trust, or agreement of sale provides otherwise, in which case such instruments shall control.

5.8 PROXIES. A Member may vote either in person or by proxy at a regular or special meeting of the Association. The authority given by a Member to another person to represent such Member at meetings of the Association shall be in writing, signed by such Member or, if a Unit is jointly owned by all joint owners, or if such Member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in writing. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by such person only after documenting to the Secretary's satisfaction that the Unit is owned or held in such capacity.

5.9 ORDER OF BUSINESS. The order of business at all meetings of Members shall, unless otherwise agreed upon by those Members present, by person or proxy, be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Unfinished and/or old business.
- (7) New business.
- (8) Adjournment.

5.10 ADJOURNMENT. Any meeting of the Association may be adjourned from time to time to such place and time as may determined by a majority vote of the Members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE 6

BOARD OF DIRECTORS

6.1 NUMBER AND QUALIFICATION. The direction and administration of the affairs of the Association shall be governed by a Board of Directors (the "Board")

and shall constitute the "board of administration" as required by Section 66-27-112 of the Horizontal Property Act of the State of Tennessee, as amended (the "Act"), and all rights, titles, powers, privileges and obligations vested in or imposed upon the "board of administration" in the Act, in the Master Deed or in these By-laws may be held or performed by the Association, or by the duly elected members of the Board or their successors in office. Except as hereafter provided, the Board shall be initially composed of three persons (the "Directors"), who shall be elected in the manner hereinafter provided and increased or decreased at any annual meeting by a majority vote, and all such Directors shall be Members, provided, however, that in the event a Member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any majority shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity shall be eligible to serve as a Director. During that period prior to the election of the first Board, the Developer shall have the powers and duties of the Board, and shall act for and on behalf of the Association.

6.2 ELECTION AND TERM OF OFFICE. The Directors shall be elected by a majority of the Members. At the first annual meeting of the Association, the term of office of one Director shall be fixed at three (3) years, the term of office of one Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each representative Director, said Directors' successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

6.3 VACANCIES. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by the majority of the remaining Directors, even though they may constitute less than a quorum; and each Member so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

6.4 REMOVAL. At any regular meeting of the Association or a special meeting called for such purpose, any one or more of the Directors may be removed, with or without cause, by the majority vote of the Members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

ARTICLE 7

DIRECTORS MEETINGS

7.1 ORGANIZATION MEETING. The first meeting of a newly elected Board shall be held within one week of their election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present. Until thirty (30) days after the first meeting of the first Board of Directors, the Developer shall act as and for the Board.

7.2 REGULAR MEETINGS. Regular annual meetings of the Board shall be held within fourteen (14) days after the annual meeting of the Association, and at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, addressed to said Director's residence, or by telephone, at least five (5) days prior to the day named for such meeting.

7.3 SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, addressed to the director's residence or place of business, or by telephone, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board may be called in like manner and on like notice, by the written request of at least one (1) Director.

7.4 WAIVER OF NOTICE. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equiva-

lent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.5 DIRECTOR'S QUORUM. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE 8

BOARD'S POWERS AND DUTIES

8.1 DISPUTES. In the event of any dispute or disagreement between any Members relating to the Property, or any question of interpretation or application of the provisions of the Master Deed and the exhibits thereto, the determination thereof by the Board shall be final and binding on the Members.

8.2 POWERS OF BOARD. The Board shall exercise the powers necessary for the administration of the affairs of the Association and may do all such acts as are not by the Act or other laws, the Master Deed or by these By-laws directed to be exercised and done by the Members, which shall include the following:

(a) to engage the services of a manager or managing agent for the purposes of management and daily care of the Property who may be any person, firm or corporation, upon such terms and compensation as the Board deems reasonable, and to remove such manager or managing agent at any time;

(b) to engage the services of any persons deemed necessary by the Board, for the administration, operation, repair, surveillance and maintenance of the Property, upon such terms and compensation deemed reasonable by the Board, and to remove at any time any such personnel;

(c) to establish or maintain one or more bank accounts for the deposit of any funds paid to the Association, or received by the Board on behalf of the Association;

(d) to make such charges and assessments as the Board sees fit for the operation, repair, surveillance and maintenance of the common elements, including the discharge of the duties of the Board, described in Paragraph 8.3 hereof, on such terms as the Board sees fit. Any funds received by the Board for any such use shall become a part of a maintenance fund.

(e) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board, and to allow Members to attend the meetings of such committees;

(f) provided that it receives the prior written approval of a majority of the Members, excluding Developer as a Unit Owner, to enter into agreements or arrangements to lease or purchase one or more Units upon such terms as the Board may approve, for and on behalf of the Association, pursuant to the Master Deed;

(g) to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Act, or the Master Deed, or an order or direction of a court or at any other involuntary sale, upon the consent or approval of not less than seventy-five percent (75%) of all the Members, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit or interest therein;

(h) to make such mortgage arrangements, levy special assessments proportionately among the respective Members and make other financing arrangements, with

the approval of not less than seventy-five percent (75%) of all the Members, in order to close and consummate the purchase of a Unit, or interest therein, by the Association, provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased;

(i) unless otherwise provided herein or in the Master Deed, compliance with the instructions of a majority of the Members as defined in the Master Deed and as expressed in a resolution duly adopted at any annual or special meeting of the Members;

(j) to act in a representative capacity in relation to matters involving the common elements or more than one Unit, on behalf of the Members as their interests may appear; and

(k) to exercise all other powers and duties of the Board or the Members as a group referred to in the Act and all powers and duties of a Board referred to in the Master Deed or these By-laws.

8.3 DUTIES OF BOARD. The Board must perform those duties necessary for the proper administration of the affairs of the Association, including those duties imposed by the Act, the Master Deed or by these By-laws or by resolution of the Association, and shall be responsible for the following:

(a) **CARE OF COMMON ELEMENTS.** Care, upkeep, and surveillance of the Property, including the common elements and facilities, by performing, acting, acquiring, making arrangements for, and paying out of the maintenance fund the following:

(i) manager, managing agent or other personnel necessary for the maintenance, security and operation of the Property, its common elements and facilities as specified and described in Paragraph 8.2 of this Article;

(ii) water, waste removal, electricity, telephone and other necessary utility service for the common elements and such services to the Units as not separately metered to the Members;

(iii) such insurance as the Board is required to obtain and such other insurance as the Board deems advisable in the operation of the Property (any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of the Act, the Master Deed, and the exhibits thereto);

(iv) the services of a bank or trust company, authorized to do business in the State of Tennessee, to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss and the proceeds from any condemnation, upon such terms as the Board shall determine consistent with the provisions of these By-laws, the Master Deed and the exhibits thereto;

(v) a comprehensive general liability insurance policy or policies insuring the Board and the Association against any liability, incident to the ownership and the use of the common elements, the liability under such insurance shall be not less than \$1,000,000 for injury to one person and \$1,000,000 for injury to more than one person in any one accident or occurrence and \$500,000 for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion) with severability of interest endorsements;

(vi) worker's compensation insurance to the extent necessary to comply with any applicable laws;

(vii) landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the common elements (not including the interior surfaces of windows and doors of the Units, and the patios and balconies which the Members have the exclusive right to use and occupy pursuant to the Master Deed and the exhibits thereto, which the respective Members shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the common elements as the Board shall determine are necessary or desirable, and the Board shall have the exclusive right and duty to acquire the same for the common elements;

(viii) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the Property as a first class condominium, for the enforcement of any restrictions or provisions contained in these By-laws, the Master Deed and exhibits thereto;

(ix) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which in the opinion of the Board constitutes a lien against the Property or against the common elements, rather than merely against the interest herein of particular Members (where one or more Members are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any cost incurred by the Board by reason of said lien or liens shall be specially assessed to said Members, and shall, until paid by such Members, constitute a lien on the interest of such Members in the Property as provided in the Act with respect to liens for failure to pay a share of the common expenses);

(x) maintenance and repair of any Unit, or of any other portion of the Property which a Member is obligated to maintain, or repair under the terms of these By-laws and Master Deed, or the exhibits thereto, if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements, or any portion of the Property, and the Member owning said Unit has failed or refused to perform said maintenance or repair within a reasonable time after the notice of the necessity of said maintenance or repair is delivered by the Board to said Member; provided that the Board shall levy a special assessment against such Unit in an amount equal to the cost of such maintenance or repair plus interest at the maximum rate permitted by law and the amount of such special assessment shall constitute a lien on the interest of said Member in the Property; and

(xi) a fidelity bond covering each employee handling funds of the Association.

(b) BUDGET AND COLLECTION OF ASSESSMENTS. (i) Each year on or before October 1, the Board shall estimate the annual budget of the common expenses (the "Annual Budget") including the total amount required for the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before October 1, notify each Member in writing as to the amount of such estimate with reasonable itemization thereof. Said Annual Budget shall be assessed to each Member according to such Member's percentage of ownership in the common elements as set forth in the Master Deed and the Exhibits thereto. On or before the first day of each month of said year, each Member shall be obligated to pay to the Board, or to such persons as it may direct, one-twelfth of the assessment made pursuant to this paragraph.

(ii) On or before the last day of February of each calendar year, the Board shall supply to all Members an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with the tabulation of the amounts collected pursuant

to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited, in equal proportions to each Member, to the next monthly installment due from each Member under the current year's estimate, until exhausted, and any shortage shall be added, in equal proportions to each Member, to the next installment due or in such other manner prescribed by the Board.

(iii) The Annual Budget shall include, and the Board shall build up and maintain a reasonable reserve for, contingencies and replacements. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such reserve, but if said Annual Budget provision is inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time and from time to time levy a further assessment, which shall be assessed to the Members in equal proportions. The Board shall serve notice of such further assessment to all Members by a statement, in writing, giving the amount and reasons therefor, and such assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment, and all Members shall be obligated to pay the adjusted monthly amount.

(iv) Interim Budget. When the first Board elected hereunder takes office, it shall determine the estimated budget, as hereinabove defined, for the period commencing thirty (30) days after said election and ending on the last day of each calendar year in which said election occurs. Assessments shall be levied against each Member during said period as provided in this paragraph.

(v) Notwithstanding the foregoing, the Members shall not be responsible for payment of their respective assessment until they receive from the Developer, or an owner of a Unit, title to a Unit.

(c) INSURANCE. The Board on behalf of the Association and at its common expense shall at all times keep the property insured under an "All-Risk" policy of casualty insurance or with an insurance company authorized to do business in the State of Tennessee in an amount as near as practicable to the full replacement value thereof (exclusive of foundations and footings) without deduction for depreciation, in the name of the Board, as trustee for all Members and mortgagees, according to the loss or damage to their respective Units and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in the State of Tennessee as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Members and mortgagees of the Units or interests therein, true copies of such insurance policies or current certificates thereof, without prejudice to the right of each Member to insure the Unit for said Member's own benefit. In every case of such loss or damage, all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing, or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation thereof, or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the Association and all mortgagees of the Units or interests therein, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall -

(i) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Member;

(ii) contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any

breach of warranty or condition or any other act or neglect by the Board or any owner or any other person under either of them;

(iii) provide that such policy may not be canceled (whether or not requested by the Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Board, Members, and every other person in interest who shall have requested such notice of the insurer;

(iv) contain a waiver by the insurer of any right of subrogation to any right of the Board or Members against any of them or any other person under them;

(v) contain a standard mortgagee clause which shall:

(A) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit on the Property, in their respective order and preference, whether or not named therein;

(B) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or Members or any persons under any of them;

(C) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and require that the mortgagee pay any premium thereon, and any contribution clause; and

(D) provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

8.4 LIABILITY OF BOARD. The Directors shall not be liable to the Members for any mistakes of judgment, or of any acts or omissions made in good faith as such Directors. The Association shall indemnify and hold harmless each Director against all liabilities to others arising out of contracts made or acts or omissions by such Directors on behalf of the Association, unless any such contract, act or omission shall constitute willful misconduct or gross negligence. The liability of any Member arising out of any contract, act or omission by such Director or out of the aforesaid indemnity shall be limited to a proportionate share of the total liability thereunder which share shall be equal to that share born by every other Member. Each agreement made by such Directors shall be executed by such Directors as agents for the Association.

8.5 COMPENSATION. No compensation shall be paid to Directors for their services as directors. No remuneration shall be paid to a Director for services performed for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Association before the services are undertaken. A Director may not be an employee of the Association.

ARTICLE 9

OFFICERS OF BOARD

9.1 DESIGNATION. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board. The Directors may appoint a Vice President, an Assistant Treasurer, and an Assistant Secretary, and such other officers as they in their judgment may deem necessary. Any two or more offices may be held by the same person, except the offices of President and Secretary.

9.2 ELECTION AND TERM OF OFFICE. The officers of the Board shall serve for a term of one (1) year and thereafter until their successors are elected. At the

first meeting of the Association, the Members shall, by a vote of a majority of the Members present at such meeting, elect the officers.

9.3 REMOVAL. Any officer may be removed from office by the affirmative majority vote of the Members at a special meeting of the Association called for such purpose.

9.4 POWERS AND DUTIES OF PRESIDENT. The President shall be the chief executive officer of the Association presiding over all meetings of the Association and of the Board, and having all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Members from time to time which are appropriate to assist in the conduct of the affairs of the Association. The President shall have the power to sign, together with any one (1) other officer designated by the Board, any authorized contracts, checks, drafts, or other instruments designated or approved by the Board, and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise provided for in the Master Deed or these By-laws. If the President is unable to act, the Board shall appoint some other Director to do so on an interim basis.

9.5 POWERS AND DUTIES OF TREASURER. The Treasurer shall have the responsibility for Association funds and securities which includes keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and depositing all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

9.6 POWERS AND DUTIES OF SECRETARY. The Secretary shall attend and keep the minutes of all meetings of the Board and of the Association; shall give all notices as provided by these By-laws, and shall have other powers and duties as may be incidental to the office of secretary, or as determined by these By-laws or assigned from time to time by the Board. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

9.7 DELEGATION OF AUTHORITY AND DUTIES. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

9.8 AUDITOR. The Association may at any meeting appoint some person, firm, or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

9.9 LIABILITY OF OFFICERS.

(a) Exculpation. No officer of the Association shall be liable for acts or defaults of any other officer, or Director, or for any loss sustained by the Association or any Member thereof, unless the same has resulted from the willful misconduct or gross negligence of said officer.

(b) Indemnification. Every officer shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorney's fees) actually and necessarily incurred by or imposed in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which said officer may be involved as a party or otherwise by reason of having been an officer of the Association whether or not said officer continues to be such officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which said officer shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of said officer's duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

9.10 COMPENSATION. The officers shall not be compensated for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Members.

ARTICLE 10

OBLIGATIONS OF MEMBERS

10.1 EXPENSES, ASSESSMENTS. Every Member shall contribute an equal proportion toward the expense of administration of the Property, including but not limited to all types of insurance, the cost of operation, maintenance, repair, and replacement of the building and common elements thereof. The Board shall fix a monthly charge for each Unit in an amount sufficient to provide for its pro-rata share of all such current expenses, reasonable reserves for future expenses of administration, and such other expenses as the Board may deem proper, subject to adjustment from time to time as the Board may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest at the maximum rate permitted by law from due date until paid, and with such interest shall be a lien on the Unit, assessed prior in right to all other charges whatsoever except assessments, liens, and charges in favor of the State of Tennessee for taxes past due and unpaid on such Unit and amounts and liabilities secured by mortgage instruments duly recorded.

10.2 BUDGET DELAY. The failure or delay of the Board to prepare or serve the annual or adjusted budget on the Members shall not constitute a waiver or release in any manner of the Members' obligation to pay the maintenance and other costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, the Members shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after a new annual or adjusted budget shall have been mailed or delivered.

10.3 DEFAULT. If a Member is in default in the monthly payment of the aforesaid charges or assessments for twenty (20) days, the Board shall notify in writing said Member's first mortgagee and, in addition to any remedies or liens provided by law or equity, the Board may bring suit for and on behalf of itself as representative of the Association to enforce collection thereof or to foreclose a lien thereon as provided by law; and there shall be added to the amount due the costs of said suit, and reasonable attorney's fees to be fixed by the court. Notwithstanding the foregoing, any first mortgagee of a Member who is in default shall be given ten (10) days from receipt of said written notice to satisfy any delinquency as specified and described in Paragraph 11.7.

10.4 MAINTENANCE AND REPAIR.

(a) Every Member must perform promptly all maintenance and repair work within said Member's Unit, which if omitted would affect the Property in its entirety or in a part belonging to other Members, and is expressly responsible for the damages and liabilities that a failure to do so may engender.

(b) All the repairs of internal installations of the Unit such as water, light, power, sewage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit area shall be maintained at the Member's expense.

(c) A Member shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements and facilities damaged through said Member's fault.

(d) There shall be no structural alterations, capital additions to, or capital improvements on the common elements (other than for purposes of replacing or reordering portions of the common elements) requiring an expenditure in excess of \$1,000 without the prior written approval of seventy-five percent (75%) of all the Members.

10.5 USE OF UNITS. All Units shall be utilized in accordance with the provisions of these By-laws, the Master Deed, and the rules and regulations.

10.6 TITLE. Every Member shall promptly cause to be duly recorded with the Register of Deeds in Hamilton County, Tennessee, the deed, or other conveyance evidencing title thereto and file such evidence of title with the Board through the Secretary who shall maintain such information in the records of ownership of the Association.

ARTICLE 11

GENERAL PROVISIONS

11.1 INSTRUMENTS GENERALLY. All checks, drafts, notes, bonds, acceptances, contracts, and all other instruments, except conveyances shall be signed by such person or persons as shall be provided by general resolution of the Board applicable thereto. Such instruments shall be signed by the President or any two (2) other Directors.

11.2 FORECLOSURE OF LIEN. In any suit to foreclose the lien against any Member as specified and described in Paragraph 10.3, the Association may represent itself through its Board in like manner as any mortgagee of real property. The Board acting on behalf of the Association shall have the power to bid and acquire such Unit at a foreclosure sale. The delinquent Member shall be required to pay to the Association a reasonable rent for subject Unit until sale or foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid assessments, along with all costs and reasonable attorney's fees, shall be maintainable without foreclosing or waiving the lien securing the same.

11.3 RIGHT OF ENTRY. The Board, or any person authorized by the Board, shall have the right to enter each Unit in case of any emergency originating in or threatening such Unit whether or not the Member is present at the time. Every Member, when so required, shall permit the Board, or an authorized representative thereof, to enter such Member's Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Unit or common elements therein for central services, provided such requests for entry are made in advance.

11.4 WAIVERS. Whenever any notice is required to be given under the provisions of the Master Deed or the exhibits thereto, including these By-laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

11.5 RECORDS AND ACCOUNTS. The Board shall keep true and correct books of account and the same shall be open for inspection by any Member or any representative of a Member duly authorized in writing, at such reasonable time or times during normal business hours as shall be determined by the Board. All funds collected hereunder shall be held and expensed solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Members and for such special 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 of the Members in the percentages provided.

11.6 FISCAL YEAR. The fiscal year of the Association shall be such as may from time to time be established by the Association.

11.7 MORTGAGES. Any mortgagee of a Unit may file a copy of its mortgage with the Board through the Secretary who shall maintain such information in the record of ownership of the Association. After the filing of the mortgage, the Board through its Secretary shall be required to notify the mortgagee of any Member who is in default in the expenses for the administration of the Property and the mortgagee at its option may pay the delinquent expenses. Any first mortgage or first deed of trust made, owned or held by a bank, savings and loan association, or insurance company or other institutional lender and recorded prior to the recording or mailing of

a notice by the Board of the amount owing by a Member, who has refused or failed to pay said Member's pro-rata share of the monthly assessment when due, shall be superior to the lien of such unpaid expenses set forth in said notice and to all assessments which shall become due and are unpaid subsequent to the date of the recording of such first mortgage or first deed of trust. The purchaser from such lender shall be responsible for all assessments levied after the date of such purchase.

11.8. AUTHORITY OF DEVELOPER. Until such time as the first Board provided for herein is elected, Developer may assess each Member a maintenance fee. All the rights, duties and functions of the Board set forth in the Master Deed and the exhibits thereto shall be exercised by Developer for a period beginning on the date of execution of the Master Deed and ending thirty (30) days after the first meeting of the Board pursuant to the terms set forth in these By-laws.

11.9 RULES AND REGULATIONS. The Association by a two-thirds (2/3) majority vote of all its Members may, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the common elements and the Units, not inconsistent with the terms of the Master Deed and the exhibits thereto, at any meeting duly called for such purpose, and every Member shall conform to, and abide by, such rules. Upon adoption, amendment, modification or revocation of such rules and regulations, written notice shall be given to all Members. A violation of such rules and regulations shall be deemed a violation of the Master Deed and the exhibits thereto.

11.10 BUSINESSES. Nothing contained in these By-laws shall be construed to give the Board authority to conduct any business for profit on behalf of the Association or any Member.

11.11 AMENDMENT. These By-laws may be amended, modified, or revoked in any respect from time to time by not less than seventy-five percent (75%) of the affirmative vote of all the Members at a meeting duly called for that purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Act and other laws of the State of Tennessee; and PROVIDED, FURTHER, that no modification of or amendment to these By-laws shall be valid unless set forth in an amendment to the Master Deed, and recorded with the Register's Office, Hamilton County, Tennessee.

11.12 TERMS. All terms used herein which are defined in the Master Deed or the Act shall have the same meaning as set forth therein.

11.13 CONFLICT. In the event of any conflict between these By-laws and the provisions of the Act, the latter shall govern and apply.

11.14 NONWAIVER OF COVENANTS. No covenants, restrictions, conditions, obligations or provisions contained in the Master Deed or these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.15 AGREEMENTS BINDING. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Master Deed and these By-laws shall be deemed to be binding on all Unit Owners, their heirs, successors and assigns.

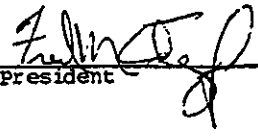
11.16 SEVERABILITY. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-laws.

11.17 PERPETUITIES AND RESTRAINTS ON ALIENATION. If any of the options, privileges, covenants or rights created by these By-laws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivor of the now living descendants of the President of the United States, Ronald Reagan.

ADOPTION OF BYLAWS

The undersigned Developer of said project hereby adopts the foregoing Bylaws of its Association of Unit Owners, this 20th day of May, 1986.

JAMESTOWNE TOWNEOME ASSOCIATION, INC.
By JAMESTOWNE ON SIGNAL, INC.,
Developer

By  _____
President

Signature not legible
for filming.

EXHIBIT "C"
RULES AND REGULATIONS
FOR
THE JAMESTOWNE TOWNEHOME ASSOCIATION, INC.

I. GENERAL INFORMATION

To preserve the quality of life enjoyed by the many residents of the Jamestowne on Signal Condominium, (the "Condominium") the Board of Directors, under the authority granted to it by the Master Deed for Jamestowne on Signal Condominium (the "Master Deed") has developed certain rules and regulations. It is the prerogative of the Board of Directors to interpret, regulate, and enforce the house rules and general conduct about the Condominium.

Condominium living is a new experience for many residents. It is necessary to understand the nature of problems that can arise in a condominium that result from the very nature of the structure itself as well as to be aware of those special conditions that are created by increased population density. Regard for the comfort, tranquility and security of one's neighbors is the responsibility of each and every resident. Respect for real property and the enhancement of its value is a common responsibility. The burden of these obligations cannot be delegated to management but rest, rather, with each and every individual occupying the Property.

Guests should be informed of house rules to avoid embarrassment to all concerned. All guests are subject to the same rules as the residents, both owners and lessees.

II. USE RESTRICTIONS

Without limiting the generality of the provisions of the Master Deed, use of the Condominium by the Unit Owners shall be subject to the following restrictions:

1. No part of the Condominium shall be used for purposes other than housing and the related common purposes for which the Condominium was designed, and each Unit shall be used as a single family dwelling or for such other uses permitted by the Master Deed and for no other purposes.
2. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Condominium, except that Developer shall be entitled to access, ingress and egress, to the Property as Developer shall deem necessary in connection with the construction or sale of any Unit, and Developer shall have the right to use any unsold Unit as a model or for sale or display purposes, and to maintain on the Condominium, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.
3. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board, except as expressly provided herein and in the Master Deed.
4. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of or result in cancellation of the insurance on the Unit, the Building, the Condominium, the Property or the contents thereof, without the prior written approval of the Board. No Unit Owner shall permit anything to be done or kept in said Unit Owner's Unit, or any part of the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements or which will be in the violation of any law.
5. The use of and the covering of the interior surfaces of windows whether by draperies, shades or other items visible on the exterior of a Unit, shall be subject to the rules and regulations of the Board. A Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of the Unit or the Buildings and no sign, awning, canopy, shutter, radio or television antenna (except as constructed by Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

6. Dogs and other animals which are more than 20 pounds in weight or more than 20 inches in height shall not be kept in any Unit or the Common Elements. No animal shall be allowed in the Common Elements or in any Unit, if such animal becomes an annoyance or nuisance to other Unit Owners or occupants or otherwise violates any rules or regulations adopted by the Board. At any time an animal is in or upon a Common Element, it must be accompanied by and be under the control of its owner and said owner must immediately remove from the Common Elements any refuse, waste or other debris deposited on the Common Elements by their animal. The Unit Owner shall indemnify Developer and the Board, and their respective agents or representatives, and all other Unit Owners and hold them harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having any animal on the Property. If a pet disturbs other Unit Owners by barking or biting or in any other ways becomes obnoxious, notice will be given to have the annoyance discontinued, and if not corrected, the pet must be removed from the Property.

7. No noxious or offensive activities shall be carried on in any Unit nor in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

8. Each garage door shall remain closed at all times, except when opened to permit immediate ingress and egress to and from such garage.

9. A maximum speed limit of 15 M.P.H. shall be in effect on all roadways on the Property.

10. No waste shall be committed in or on the Common Elements.

11. Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Condominium, except for the purpose of transportation directly from a parking space to a point outside the Condominium, or from a point outside the Condominium directly to a parking space.

12. Without limiting its rule-making authority under the Master Deed, the Bylaws or these rules and regulations, the Board is specifically authorized, in its discretion, to assign and to reassign parking spaces and storage areas to particular Unit Owners.

III. ARCHITECTURAL CONFORMITY

1. Nothing shall be done in any Unit, or in, on or to the Common Elements which will impair the structural integrity of the Condominium or which would structurally change the Property, except as otherwise provided in the Master Deed.

2. Without the written consent of the Board, nothing shall be altered or constructed in or removed from the Common Elements, except a Unit Owner may remove said Unit Owner's personal property from the Common Elements.

3. Without the prior written approval of the Board, no boat trailer, motorcycle, truck, motorhome, camper or any vehicle which is in an inoperable condition shall be parked, stored, or left standing upon any of the Common Elements, including, but not limited to, the vehicle parking area. Storage of such a vehicle entirely within the garage of an individual Unit shall not be prohibited. The Board may also cause, at the expense of the owner, the removal from the Common Elements of any vehicle which, in the reasonable opinion of the Board, is in a state of disrepair or in an unsightly condition.

4. Outdoor drying of laundry, and similar items shall not be permitted at any time.

5. No structure of a temporary character, trailer, tent, shack, garage, barn, or other out-building shall be permitted on the Condominium 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 Condominium or any portion thereof.

6. Except within individual Units or the Limited Common Elements appurtenant to said Unit, no planting, transplanting or gardening shall be permitted and no fences, hedges or walls shall be erected or maintained upon the property except as approved by the Board.

7. Each Unit Owner shall keep said Unit Owner's Unit and the Limited Common Elements appurtenant thereto, in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, balconies or windows thereof, any dirt or other substance. And each Unit Owner shall be responsible for the mowing, upkeep and maintenance of the Limited Common Elements appurtenant to their Unit.

8. No shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about the Unit, the Buildings, the Common Elements or balconies except such as shall have been approved in writing by the Board.

IV. SALE, LEASE, OR MORTGAGE OF A UNIT

1. The sale, lease, or mortgage of a Unit by a Unit Owner is subject to the provisions of the Master Deed and the Association's right of first refusal as provided therein.

2. No lease shall be for less than twelve (12) months or cover less than an entire Unit. A Unit may be leased only one time during a twelve-month period.

3. Units may be used, leased, or sold for residential purposes only.

4. All prospective purchases and leases shall be reviewed by the Board prior to the Board's granting of approval of the sale or lease of any Unit.

5. An advance move-in/move-out deposit to cover damages to the Common Elements is required of all lessees. Unit Owners are required to deposit \$300.00 for either a move-in or a move-out. All damages or other costs incurred from the move-in or move-out will be deducted from the \$300 deposit and the balance will be returned to the Unit Owner.

6. It is the responsibility of the Unit Owner to inform the lessee of the lessee's required compliance with the policies of the Association. Accordingly, copies of the Master Deed and of these rules and regulations are to be furnished to the lessee by the Unit Owner, and the following SPECIAL STIPULATION must be contained in ALL leases:

This lease shall in all respects be subject to the terms and conditions of the Master Deed, the By-Laws, the articles of incorporation, and the Rules and Regulations pursuant thereto. Failure of the tenant to abide by the provisions of these instruments shall be grounds for eviction. In the event grounds for eviction are found to exist, the Owner shall be required to evict said Unit Owner's tenant, and upon the Unit Owner's failure to commence eviction proceedings within fifteen (15) days of the Association's written request to do so, the Association shall have the right to evict said tenant on behalf of the Unit Owner. All costs incurred by the Association for such proceedings shall be for the benefit of and on behalf of the Unit Owner and collectible in the same fashion as other assessments levied against the Unit Owner.

V. PARTIES IN INDIVIDUAL UNITS

1. The Board, or its authorized agent or manager, must be notified of the date, time of party, number of guests and cars.

2. The noise level should be kept to a minimum to avoid disturbing other Unit Owners or occupants.

3. Parties are not to extend into the Common Elements, walkways, driveways, or parking lot.

4. Unit Owners are responsible for all damages inflicted on the Common Elements by their guests.

VI. CONSTRUCTION BY UNIT OWNERS

1. Unit Owners must notify the Board, or its authorized agent or manager, of construction plans and may only construct, alter, modify, or change individual Units in accordance with restrictions specified in the Master Deed.

2. Permits for all new construction must be secured from local authorities as applicable.

3. All work must be performed between the hours of 9 AM and 7 PM.

4. Dumpsters are not to be used for disposal of construction materials.

5. The use of the Common Elements for storage of materials, tools, or performance of work is strictly prohibited.

6. The use of jack hammers or other substantial noise makers is prohibited.

7. The contractor is wholly responsible for the protection of the ceilings, walls, floors, and other Common Elements which are used. If such areas are soiled, damaged, or defaced, the Unit Owner will be assessed for repair or cleaning of the affected area.

8. The central cable TV system is a Common Element. A Unit Owner cannot alter, remove or demolish the cable system without approval of the Board.

9. Building and utility inspections are the responsibility of the contractors and the Board. Any person not authorized to call for such inspections shall be required to pay for such services if such person personally calls for such an inspection and if it is found that no violation exists.

VII. MAINTENANCE

1. All requests for maintenance service must be made to the Board, or its authorized agent or manager, so such requests can be properly assigned and completed.

2. Unit Owners or occupants are requested not to ask any Board authorized maintenance and custodial personnel to perform personal services for them during working hours. Any jobs undertaken for a Unit Owner which are not a part of the employee's job description are called contract jobs. Compensation and arrangements for these jobs are negotiated strictly between the Unit Owner and the employees, and do not involve the Association or the Board in any way. Such contract jobs must be done outside of regular working hours and are not to interfere with any employee's Association responsibilities."

3. The original light bulbs for each Unit are furnished by Developer. Replacement bulbs are the responsibility of the Unit Owner.

4. If, due to the act or neglect of a Unit Owner or member of said Unit Owner's family, a household pet, guest or other authorized occupant or visitor of such Unit, damage shall be caused to the Common Elements or to a Unit owned by others and maintenance, repairs, or replacement shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not paid by insurance.

5. No construction or other service work, except work of an emergency nature, is to be permitted before 9 A.M. or after 7 P.M.

6. Garbage Disposal:

(a) The sink disposal shall be used to dispose of all wet garbage in accordance with the manufacturer's instructions and recommendations.

(b) All trash and garbage of such a nature that it cannot be disposed of in the above way shall be placed by the Unit Owner in the place designated by the Board in tied plastic bags.

7. Water closets and other water apparatus in the Units shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner in whose Unit it shall have been caused.

8. The agents of the Board and any contractor or workman authorized by the Board, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Master Deed, the By-laws, or these rules and regulations.

9. The Board, or its authorized agent or manager, may retain a pass key to each Unit. No Unit Owner shall alter any lock or any door leading into said Unit Owner's Unit without the prior consent of the Board, or its authorized agent or manager. If such consent is given, the Unit Owner shall provide the Board, or its authorized agent or manager, with a key for the Board's use.

10. When reports are made to the Board, or its authorized agent or manager, by Unit Owners of some defect in the plumbing, electricity or other property problems, the Board, or its authorized agent or manager, shall promptly investigate and if said authorized agent or manager or an hourly employee is capable of correcting the trouble in approximately 15 minutes, said authorized agent or manager or said employee will do so as promptly as possible if the Unit Owner requests and without charge. If the job requires skill the authorized agent or manager does not have or will require more than a reasonable period of time, the authorized agent or manager or the employer shall so inform the Unit Owner who can seek professional help elsewhere at Unit Owner's expense.

VIII. MISCELLANEOUS RULES

1. Unit Owners shall be held responsible for the actions of their children and their guests.

2. Any consent or approval given under these rules and regulations by the Board, or its authorized agent or manager, shall be revocable at any time.

3. Complaints regarding the service of the Units or the Common Elements or regarding actions of other Unit Owners shall be made in writing to the Board.

4. These rules and regulations may be added to, amended, or repealed at any time by the Board.

IX. SANCTIONS FOR VIOLATION

1. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision provided in the By-Laws or the Master Deed, unless such violation or breach is remedied within thirty (30) days after written notice thereof to such Unit Owner, shall give the Board the rights and remedies as provided in the Master Deed:

2. Each Unit Owner hereby waives and releases any and all claims which said Unit Owners may have against any other Unit Member, the officers and members of the Board, Developer and its respective employees and agents for damage to the Common Elements, the Units, or any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance. Each Unit Owner holds an obligation to carry insurance on said Unit Owner's personal property.

C 6 3 1 8

IDENTIFICATION
REFERENCE

JUN 22 3 06 PM '86

DOROTHY P. GRAHAMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

THIS INSTRUMENT PREPARED BY:
SWANICKER & THOMPSON
408 Ft. First Tenn. Bldg.
Chattanooga, Tennessee 37402

BOOK 3244 PAGE 62

Att: Katherine Lee

AMENDMENT TO MASTER DEED FOR
JAMESTOWNE ON SIGNAL, A CONDOMINIUM

THIS AMENDMENT made and entered into as of the 27th day
of August, 1986 by JAMESTOWNE ON SIGNAL, INC., a Tennessee
corporation ("Developer")

WITNESSETH:

WHEREAS, Developer entered into a Master Deed for
Jamestowne on Signal, a Condominium (the "Condominium") dated July
22, 1986 and recorded in Book 3228, Page 727, in the Register's
Office of Hamilton County, Tennessee (the "Master Deed"); and

WHEREAS, Developer hereto now desires to modify and amend
the Master Deed for the mutual benefit and advantage of all present
and future owners or occupants of the Condominium or any part
thereof.

NOW, THEREFORE, in consideration of the premises, the
Developer declares that the Master Deed is amended as follows:

1. Subsection 1.1(m) of Article I of the Master Deed is
hereby deleted and the following is substituted in lieu thereof:

(m) "Plat" means that survey attached hereto
as Exhibit "D" and made a part hereof, composed
of a diagram of JAMESTOWNE ON SIGNAL TOWNHOMES,
a Condominium by which the Buildings, Units,
other improvements and Common Elements on the
Property are described and located.

2. The Plat attached hereto as Exhibit "D" and made
hereof is added to the Master Deed as Exhibit "D" and is
incorporated therein by reference as fully as though copied
therein.

3. Except as herein amended and modified, the Master Deed
shall be and remain in full force and effect.

4. GLADYS H. MORRIS as owner of Unit Number 4 joins in this Agreement for the purpose of consenting to the amendments contained herein.

D 2592

IN WITNESS WHEREOF, Developer has executed this Agreement as of the date first above written.

IDENTIFICATION REFERENCE

AUG 28 11 21 AM '86

DOROTHY P. BRAMMER REGISTER HAMILTON COUNTY STATE OF TENNESSEE

ATTEST:

JAMESTOWNE ON SIGNAL, INC.

[Signature]
James R. Hedges, Secretary

By [Signature]
Fred M. Edgemon, Jr., President

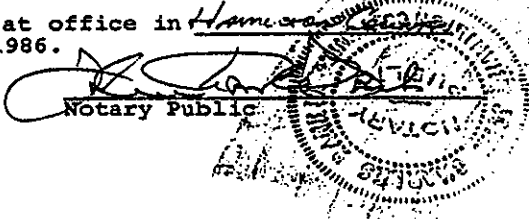
[Signature]
Gladys H. Morris

08/28/86 W/00 48.00 **48.00 B

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, John Charles Vance, of the state and county aforesaid, personally appeared Fred M. Edgemon, Jr. and James R. Hedges, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of Jamestowne on Signal, Inc., the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

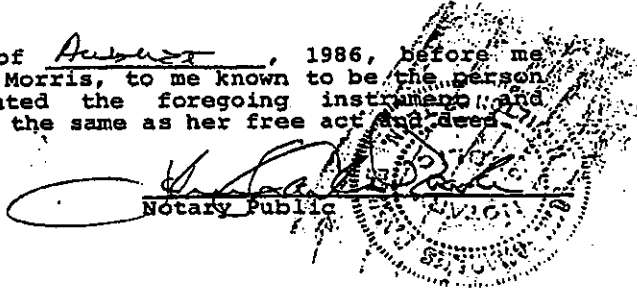
this 27th day of August, 1986. [Signature]



My commission expires:
3/22/89

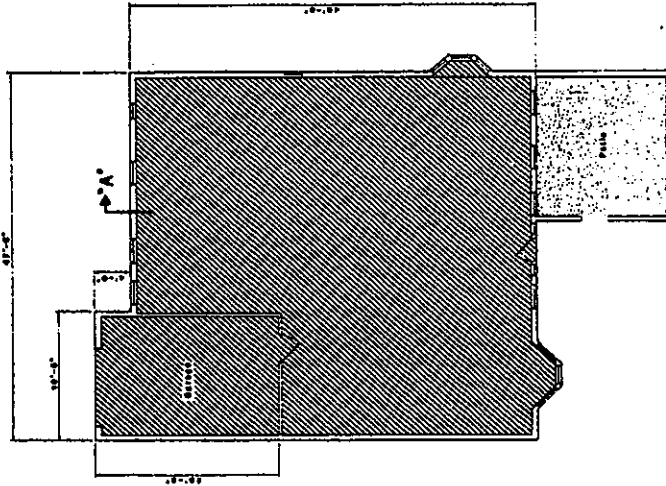
STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 27th day of August, 1986, before me personally appeared Gladys H. Morris, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



My commission expires:
3/22/89

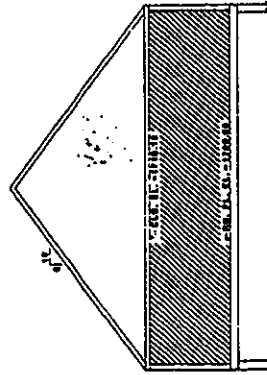
Unit Area
 Unit : 1200 S.F.
 Garage : 900 S.F.



Floor Plan

LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

Exhibit "D" Page 2



Section "A"

*Ok to record
 JMB*

Exhibit "D", Pg. 2

Final Plan For
Jamestowne On Signal
 "Yorkshire" Unit No. 1

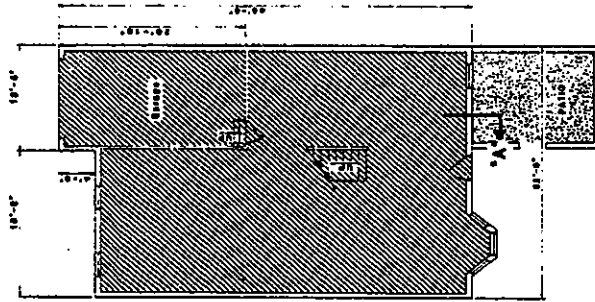
OWNER	Signal Properties, Inc.
DATE	10/1/88
SCALE	AS SHOWN
PROJECT NO.	88-104
DATE	11-8
REVISION	2

Code & Spicer Consultants, Inc.
 engineers & architects

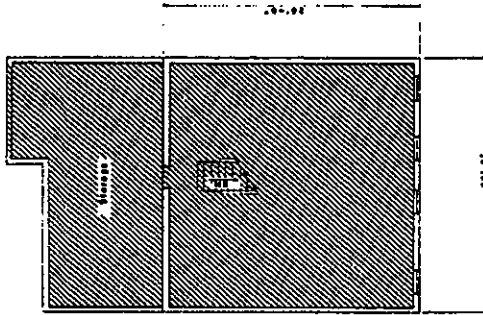
Unit Area
 UNIT : 2528 S.F.
 GARAGE : 341 S.F.

LEGEND

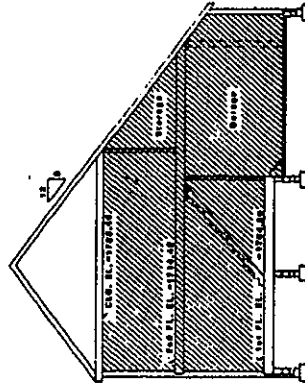
PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT



First Floor



Second Floor



Section 'A'

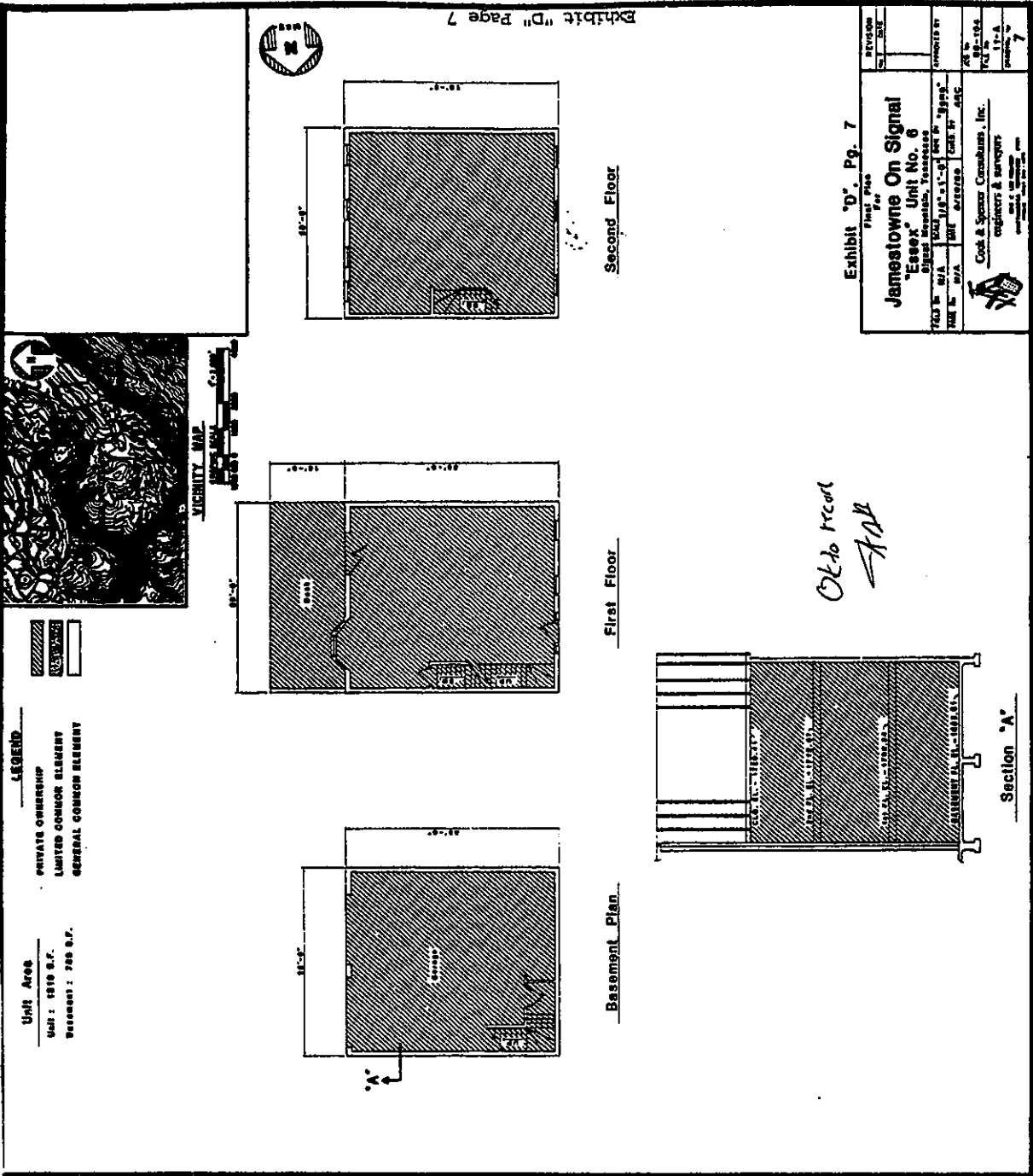
Exhibit "D" Page 4

OK-16 re cont
JMS

Exhibit "D", Pg. 4

FLOOR PLAN OF Jamestowne On Signal "Concord" Unit No. 3 Signal Mountain, Tennessee		SHEET NO. 4
CASE NO. 11-A FILE NO. 11-A	UNIT NO. 3 UNIT NO. 3	PROJECT BY C&S
CODED BY C&S		DATE 11-1-84
DRAWN BY C&S		CHECKED BY C&S
DESIGNER C&S		APPROVED BY C&S
CONTRACTOR C&S		SCALE 1/4" = 1'-0"
ARCHITECT C&S		SHEET NO. 4

Cook & Spencer Consultants, Inc.
 engineers & architects



Unit Area
 Unit : 1510 S.F.
 Basement : 700 S.F.

LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

Exhibit 'D', Pg. 7

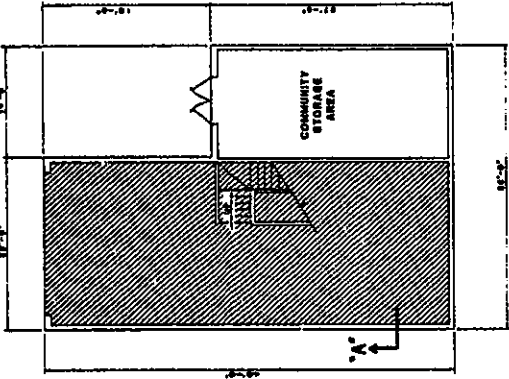
First Floor		REVISION	
Jamestowne On Signal		DATE	
"Essex" Unit No. 6		BY	
Blind Mountain, Tennessee		DATE	
DATE	BY	DATE	BY
10/11/88	J.M.	10/11/88	J.M.
10/11/88	J.M.	10/11/88	J.M.
Cook & Spencer Consultants, Inc.		PROJECT NO.	
Engineers & Surveyors		11-A	
Professional Seal		SHEET NO.	
No. 1000000000		7	

Ok to record
AAA

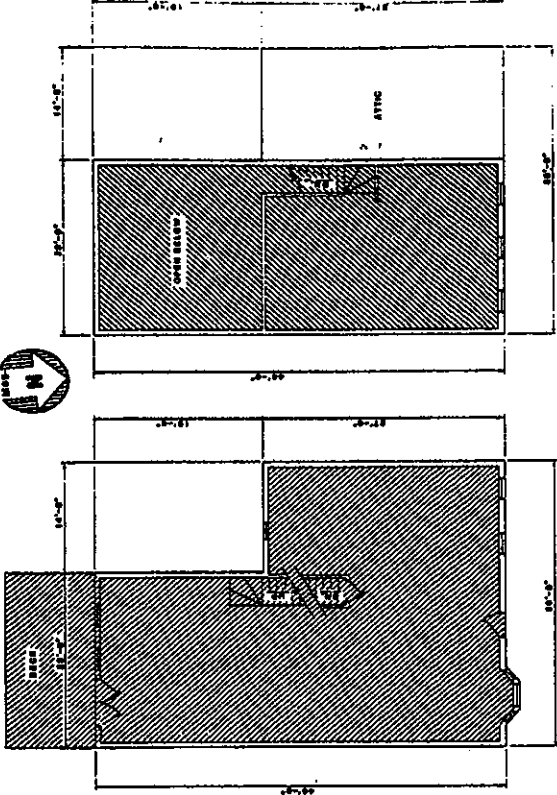
Exhibit "D", Page 7



VICINITY MAP
 1/4" = 100' SCALE
 0 100 200 300 400 500



Basement Plan



Second Floor

First Floor

OK to record
APB

Unit Area
 UNIT 1: 1822 S.F.
 Garage: 616 S.F.
 Community Storage: 378 S.F.

LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 EXTERNAL COMMON ELEMENT



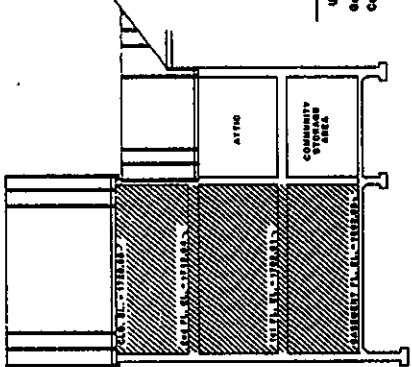
Exhibit "D", Pg. 8

**Jamesstowne On Signal
 "Fairfax" Unit No. 7**

Signal Community, Inc. (Developer)
 Signal Community, Inc. (Builder)
 Unit # 7
 Unit Area: 1822 S.F.
 Garage: 616 S.F.
 Community Storage: 378 S.F.

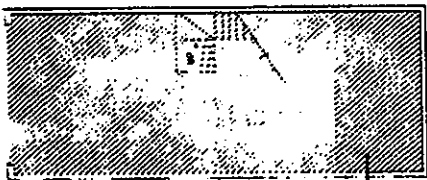
Cook & Spitzer Combustion, Inc.
 Engineers & Surveyors
 1114
 8

Section "A"





VICINITY MAP
SCALE: 1" = 100'

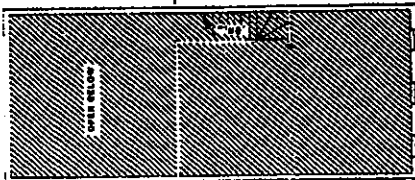


Basement Plan



First Floor

Oct. 6 record
AMB

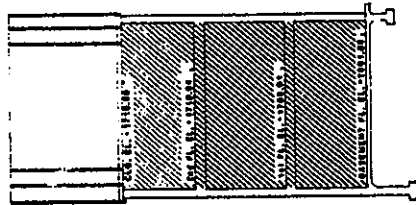


Second Floor



LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

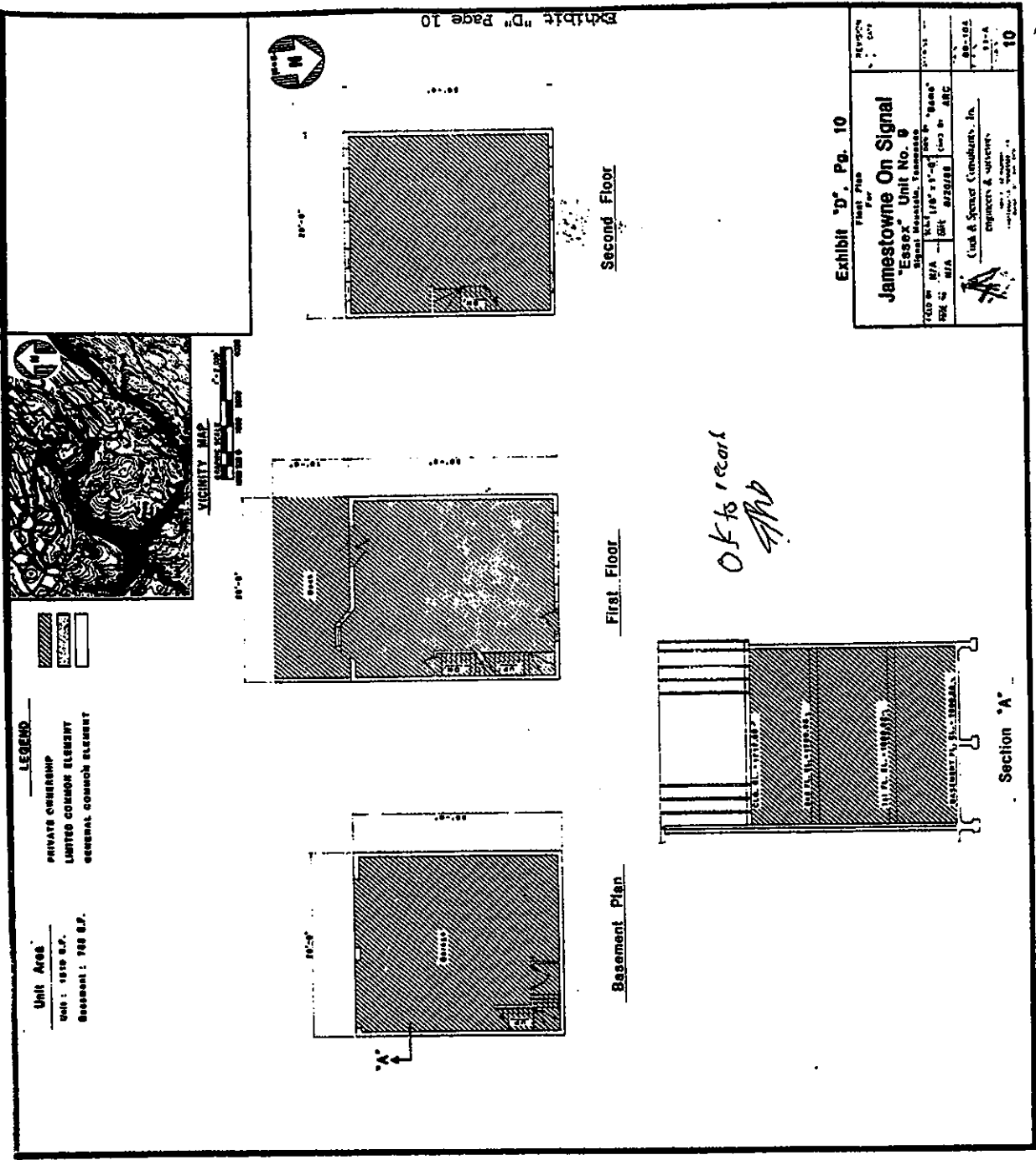
Unit Area
 Unit: 317
 Garage: 812 S.F.



Section "A"

Exhibit "D", Pg. 9

James Towne On Signal "Fairfax" Unit No. 8	
FILE NO. M/A PLAN NO. M/A DATE: 1/18/77	JOB NO. "James" JOB NO. "Fairfax" JOB NO. "AUG"
Cook & Spence Consultants, Inc. Engineers & Surveyors 1114 S.	
DIVISION NO.	SHEET NO.

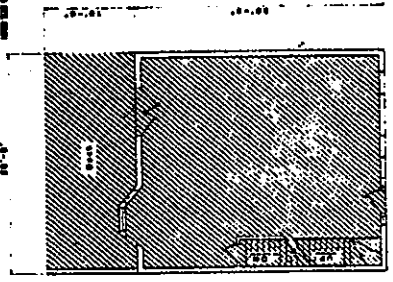


Unit Area
 Unit : 1510 S.F.
 Basement : 700 S.F.

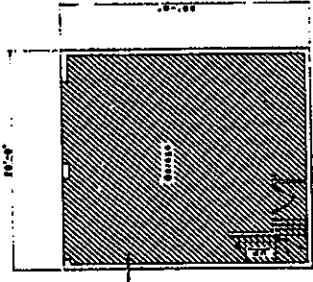
LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT



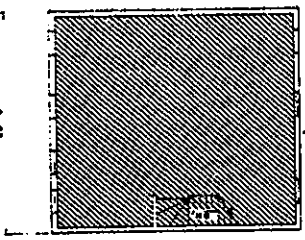
NEIGHBORHOOD MAP



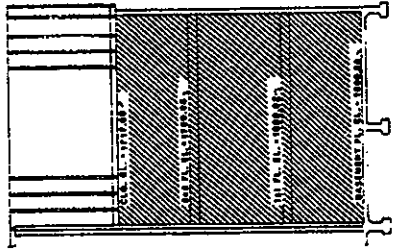
First Floor



Basement Plan



Second Floor



Section 'A'

OK to record
APD



Exhibit "D", Pg. 10

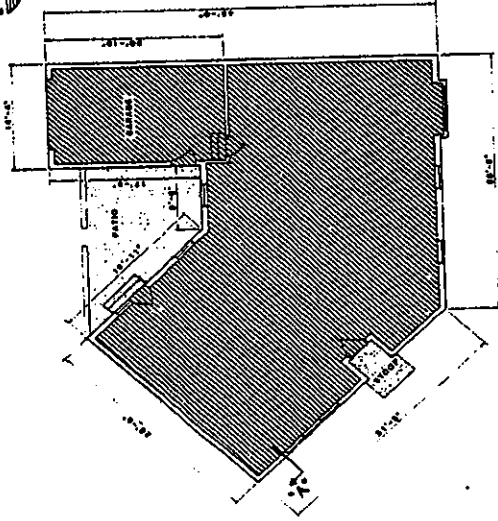
First Plan For Jamestowne On Signal Essex Unit No. 6		REVISION NO. DATE
TITLE: Signal Station, Town of Essex, Unit No. 6, "Essex" PREP BY: M/A DATE: 1/16/10 SHEET: 02/20/10	UNIT: 02/20/10 UNIT NO.: 02/20/10	00-105 01-10 02-10 03-10 04-10 05-10 06-10 07-10 08-10 09-10 10-10
Civil & Structural Consultants, Inc. Engineers & Architects 1000 West 10th Street Suite 100 Denver, CO 80202 Phone: (303) 733-1111 Fax: (303) 733-1112 www.cscva.com		10

Exhibit "D" Page 10

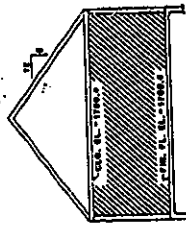
Unit Area
 Unit: 2000 S.F.
 Garage: 800 S.F.

LEGEND

-  PRIVATE OWNERSHIP
-  LIMITED COMMON ELEMENT
-  GENERAL COMMON ELEMENT



Floor Plan



Section "A"

Exhibit "D", Pg. 26

Jamestowne On Signal
 Unit No. 26

Signal Mountain, Tennessee
 703 W. BVA
 UNIT #26

Cost & Sponsor Consultants, Inc.
 Engineers & Surveyors

26

OK to replot
JRB

Exhibit "D", Page 26

S&T/KEL/dmb PC-AMEND-2
2/16/88

BOOK 3475 PAGE 119

*Mail: Jamestowne on Signal
P.O. Box 653
Signal Mtn., Tenn. 37377*

THIRD AMENDMENT TO MASTER DEED FOR
JAMESTOWNE ON SIGNAL, A CONDOMINIUM

THIS THIRD AMENDMENT TO THE MASTER DEED made and entered into as of the 20th day of April, 1988 by JAMESTOWNE ON SIGNAL, INC., a Tennessee corporation ("Developer").

WITNESSETH:

WHEREAS, Developer entered into a Master Deed for Jamestowne on Signal, a Condominium (the "Condominium") dated July 22, 1986 and recorded in Book 3228, Page 727, in the Register's Office of Hamilton County, Tennessee (the "Master Deed"); and

WHEREAS by Amendment to Master Deed dated August 27, 1986, Developer added the Plat as Exhibit "D" to the Master Deed (the "Plat") which Plat was corrected and amended by instrument recorded in Book 3364, Page 421 in said Register's Office; and

WHEREAS, Developer hereto now desires to modify, revise, correct and amend said Plat for the mutual benefit and advantage of all present and future owners or occupants of the Condominium or any part thereof.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, the advantages occurring to the parties and other good and valuable consideration, Developer declares that the Plat as corrected, modified, amended and attached to the Master Deed as EXHIBITS "D" and "E" are hereby deleted and the Plat attached hereto and made a part hereof as EXHIBIT "D" is substituted in lieu thereof.

Except as herein modified and amended, the Master Deed shall be and remain in full force and effect.

IN WITNESS WHEREOF, Developer has executed this Agreement as of the date first above written.

ATTEST:

JAMESTOWNE ON SIGNAL, INC.


James R. Hedges, Secretary

By 
Fred M. Edgemon, Jr., President

04/21/88

W/DD

87.00

**87.00

A

NO TRANSFER TAX DUE

SARAH P. DEWITTE
County Register

1

*Prepared by
Schumaker Thompson
1st Term Bally
Chattanooga, TN - 37402*

Signature not legible
for filming.

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Mary H. Bean,
of the state and county aforesaid, personally appeared Fred M. Edgemon, Jr. and James R. Hedges, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of JAMESTOWNE ON SIGNAL, INC., the within named bargainer, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal at office in
Hamilton County, this 12th day of April,
1988.

My commission expires:
6-9-91

Mary H. Bean
Notary Public

STATE OF TENNESSEE
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$0.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Signature]
Affiant

Subscribed and sworn to before
me this 12th day of April,
1988.

Mary H. Bean
Notary Public

My commission expires:
6-9-91

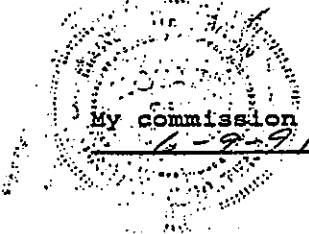
ROBERT T. FAUCETTE and wife, BETTIE H. FAUCETTE, as owners of Unit 1 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3250, Page 704 in the Register's Office of Hamilton County, Tennessee, join in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

- Deeded -
ROBERT T. FAUCETTE

Bettie H. Faucette
BETTIE H. FAUCETTE

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared ROBERT T. FAUCETTE and wife, BETTIE H. FAUCETTE, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



My commission expires: _____
4-9-91

Mary H. Bean
Notary Public

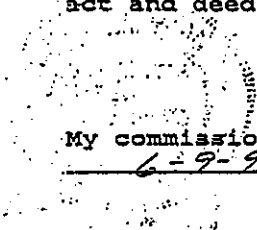
JAMES R. VENTURA and wife, ANN L. VENTURA, as owners of Unit 2 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3377, Page 573 in the Register's Office of Hamilton County, Tennessee, join in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

James R. Ventura
JAMES R. VENTURA

Ann L. Ventura
ANN L. VENTURA

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared JAMES R. VENTURA and wife, ANN L. VENTURA, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Mary H. Beam
Notary Public

My commission expires:
6-9-91

GLADYS H. MORRIS, as owner of Unit 4 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3250, Page 706 in the Register's Office of Hamilton County, Tennessee, joins in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

Gladys H. Morris
GLADYS H. MORRIS

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared GLADYS H. MORRIS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Mary J. Beard
Notary Public

My commission expires:
6-9-91

DOROTHY B. HEDGES, as owner of Unit 5 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3254, Page 177 in the Register's Office of Hamilton County, Tennessee, joins in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

Dorothy B. Hedges
DOROTHY B. HEDGES

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared DOROTHY B. HEDGES, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Mary H. Bean
Notary Public

My commission expires:
6-8-91

JUANITA T. CARTER, as owner of Unit 6 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3254, Page 179 in the Register's Office of Hamilton County, Tennessee, joins in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

Juanita T. Carter
JUANITA T. CARTER

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared JUANITA T. CARTER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Mary J. Bean
Notary Public

My commission expires:
6-9-91

F. RANDY JONES and wife, KATHRYN M. JONES, as owners of Unit 7 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3341, Page 382 in the Register's Office of Hamilton County, Tennessee, join in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

[Signature]
F. RANDY JONES

[Signature]
KATHRYN M. JONES

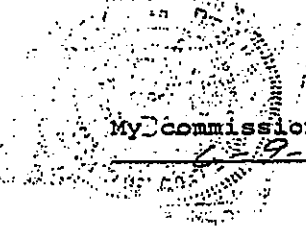
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared F. RANDY JONES and wife, KATHRYN M. JONES, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Signature]
Notary Public

My Commission expires:

6-19-91



GEORGE ~~R.~~ CHATHAM, as owner of Unit 8 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3374, Page 91 in the Register's Office of Hamilton County, Tennessee, joins in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

George E. Chatham
GEORGE ~~R.~~ CHATHAM

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared GEORGE ~~R.~~ CHATHAM, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Mary J. Bean
Notary Public

My commission expires:
6-9-91

THOMAS E. GERAGHTY and wife, JEANNE K. GERAGHTY, as owners of Unit 9 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3256, Page 810 in the Register's Office of Hamilton County, Tennessee, join in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

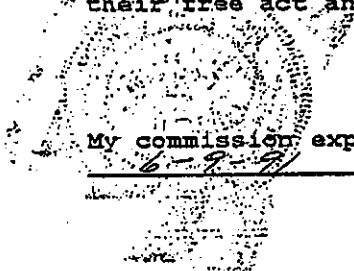
Thomas E. Geraghty
THOMAS E. GERAGHTY

Jeanne K. Geraghty
JEANNE K. GERAGHTY

Signature not legible
for filing.

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared THOMAS E. GERAGHTY and wife, JEANNE K. GERAGHTY, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Mary H. Bean
Notary Public

My commission expires:

6-9-91

CHARLES S. & HARRIET H. NEELY, as owner(s) of Unit 10 of Jamestowne on Signal a Condominium, as shown by deed recorded in Book 3341, Page 961 in the Register's Office of Hamilton County, Tennessee, join in this ~~Amendment~~ ^{Amendment} to the Master Deed for the purpose of consenting to the provisions contained therein.

Charles S. Neely

Harriet H. Neely

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 15 day of March, 1988, before me personally appeared Charles S. Neely & Harriet H. Neely, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

John A. [Signature]
Notary Public

My commission expires:
9/21/88

Dr. Eberhard Besemann and wife, Johanna Besemann, as owner(s) of Unit 118 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book , Page in the Register's Office of Hamilton County, Tennessee, join in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

Eberhard Besemann

Johanna Besemann

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared Dr. Eberhard Besemann & Johanna Besemann to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Mary H. Bean
Notary Public

My commission expires:
6-9-91

CATHERINE L. YOUNG, as owner of Unit 19 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3367, Page 322 in the Register's Office of Hamilton County, Tennessee, joins in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

Catherine L. Young
CATHERINE L. YOUNG

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 7 day of April, 1988, before me personally appeared CATHERINE L. YOUNG, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Mary H. Beard
Notary Public

My commission expires:
6-9-91

Dr. Merrill F. Nelson and wife, Margaret W. Nelson, as owner(s) of Unit 121 of Jamestowne on Signal, a Condominium, as shown by deed recorded in Book 3475, Page 132 in the Register's Office of Hamilton County, Tennessee, join in this Amendment to the Master Deed for the purpose of consenting to the provisions contained therein.

Merrill F. Nelson

Margaret W. Nelson

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1988, before me personally appeared Merrill F. Nelson & Margaret W. Nelson to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Mary J. Bean
Notary Public

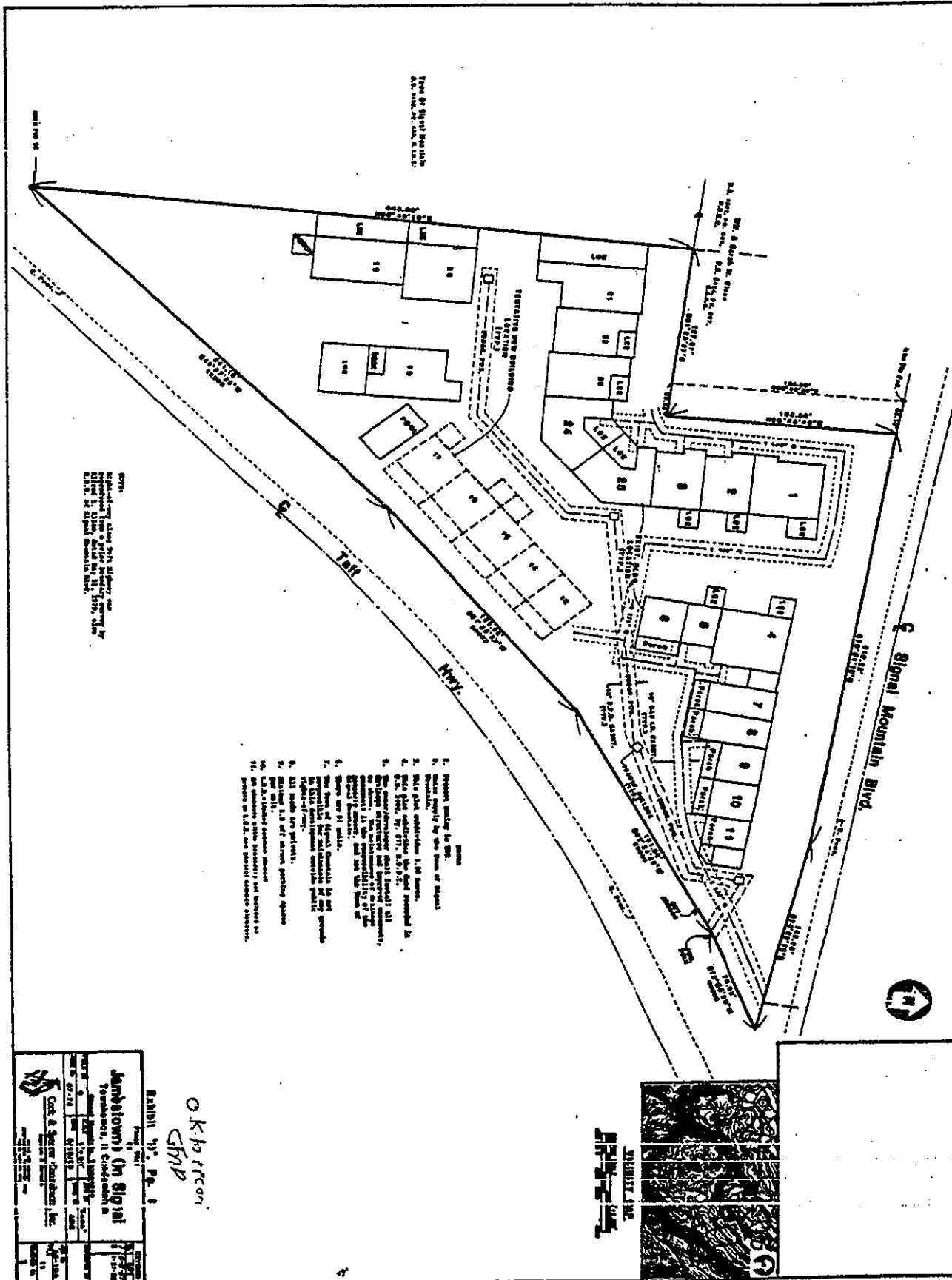
My commission expires:

6-9-91

RECORDER'S MEMO
 Legibility of writing, typing or printing in this
 document unsatisfactory when received.

EXHIBIT "D"

BOOK 3475 PAGE 133



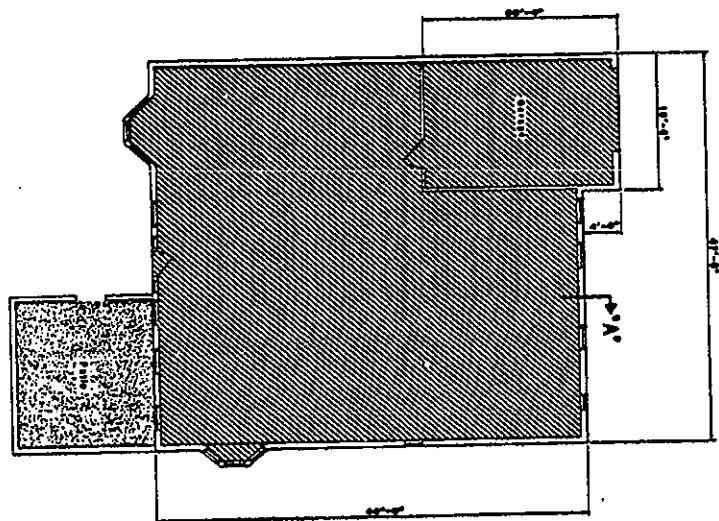
NOTES:
 1. All parking spaces shall be paved with asphalt.
 2. All parking spaces shall be marked with white lines.
 3. All parking spaces shall be accessible to all vehicles.
 4. All parking spaces shall be located on the east side of the lot.

1. Project name: Jambalowna On Signal
2. Project location: Signal Mountain Blvd, Signal Mountain, TN
3. Project owner: Jambalowna On Signal, LLC
4. Project architect: [Name]
5. Project engineer: [Name]
6. Project contractor: [Name]
7. Project start date: [Date]
8. Project completion date: [Date]
9. Project budget: [Amount]
10. Project status: [Status]
11. Project notes: [Notes]

Jambalowna On Signal	
Tomball, TX	
DATE: 07/12/12	TIME: 09:00 AM
BY: [Signature]	FOR: [Signature]
City of Tomball, Texas	

OK to record
 CRP

Unit Area
 1001 ± 1000 S.F.
 Garage: 1000 S.F.



Floor Plan

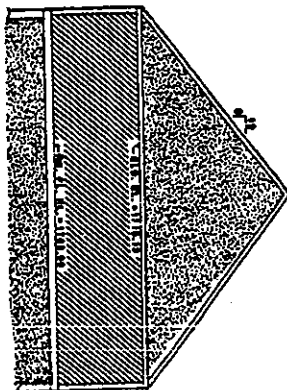


VICINITY MAP



PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

LEGEND



Section "A-A"

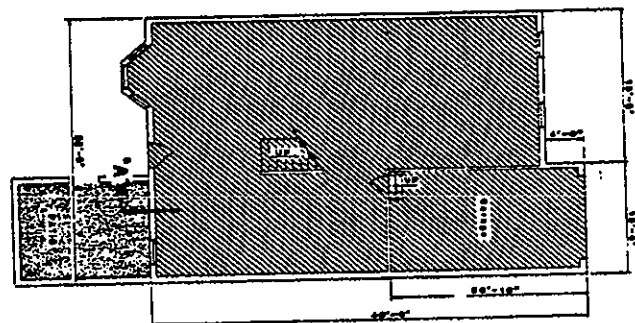
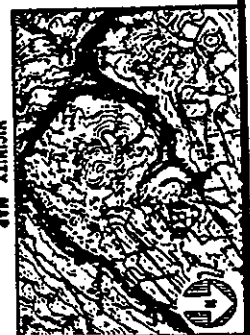
OK to proceed
 4/13

Exhibit "D", Pl. 2

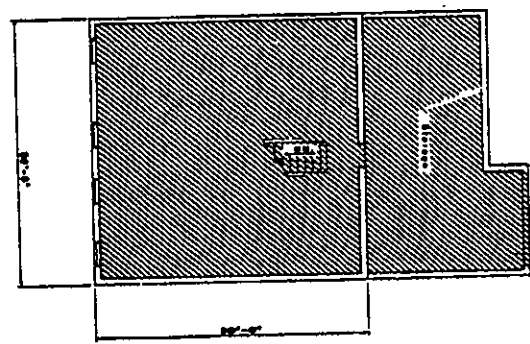
		Cook & Spence Consultants, Inc. engineers & architects 1000	
PROJECT NO.	DATE	SCALE	REVISION
1001 ± 1000 S.F.
Jamestowne On Signal "Yorkshire" Unit No. 1		SHEET NO. 2 OF 2	

Unit Area
 UNIT : 2220 S.F.
 GARAGE : 821 S.F.

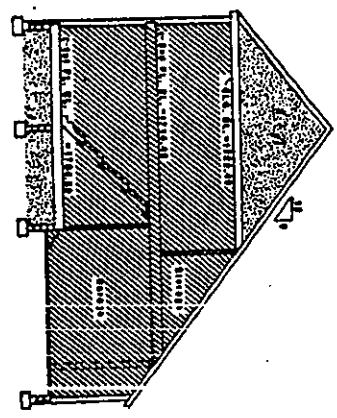
LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT



First Floor



Second Floor



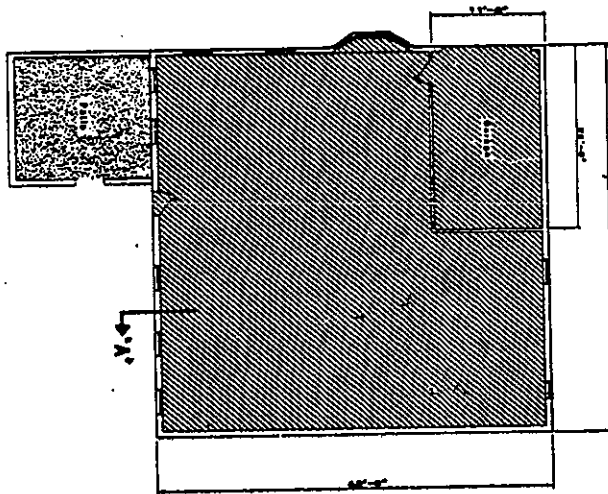
Section 'A-A'

Exhibit 'D', Pp. 4

OK to record
AKB

<p>James Towne Ori Signal Concord Unit No. 3</p>	
DATE: 11/11/82	PROJECT:
DRAWN BY: J. J. GIBSON	DESIGN: J. J. GIBSON
CHECKED BY: J. J. GIBSON	SCALE: AS SHOWN
DATE: 11/11/82	BY: J. J. GIBSON
<p>Carl & James Condon, Inc. Engineers & Architects 1111 1/2 Street, N.E. Atlanta, Georgia 30309</p>	

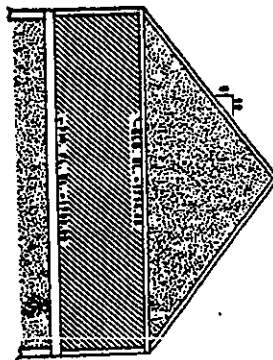
Unit Area
 Unit: 1000 S.F.
 00000 - 000 S.F.



Floor Plan



UNIT AREA



Section 'A'

OK to record
 07/13

PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

LEGEND



Exhibit 'D', Pl. 6		Front View		Storage	
Jamestown On Signal					
'Yorksire' Unit No. 4					
Special Assessed, Taxed					
NET W. S.F.	TOT. W. S.F.	NET W. S.F.	TOT. W. S.F.	NET W. S.F.	TOT. W. S.F.
1000	1000	1000	1000	1000	1000
Cook & Spence Contractors, Inc.					
Engineers & Architects					
11-11-11					
5					

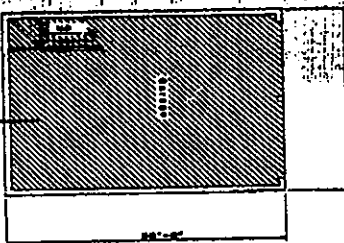
Unit Area
 Unit: 1188 sq. ft.
 Basement: 604 sq. ft.

PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

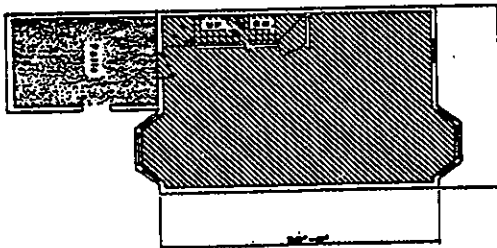
LEGEND



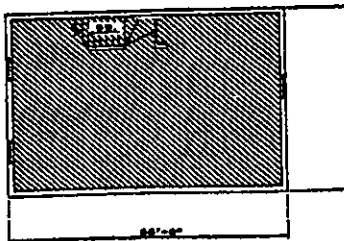
VICINITY MAP
 1/4" = 100'



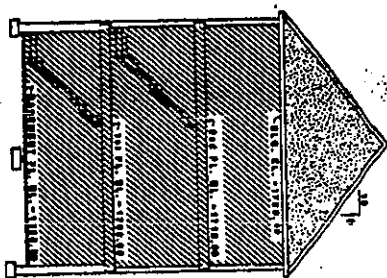
Basement Plan



First Floor



Second Floor



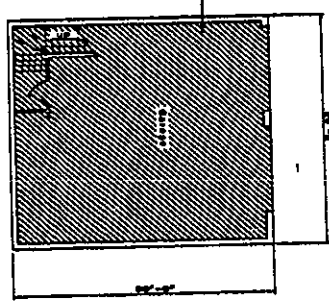
Section A-A

EXHIBIT 'D', Pp. 8 Total Area Per Unit		1188 sq. ft. 604 sq. ft.
Jamestowne On Signal "Richmond" Unit No. 6		
UNIT NO. 6/A UNIT NO. 6/B UNIT NO. 6/C	UNIT NO. 6/A UNIT NO. 6/B UNIT NO. 6/C	UNIT NO. 6/A UNIT NO. 6/B UNIT NO. 6/C
City & State: Richmond, Virginia Engineer & Surveyor: Date: 11-18-84 Scale: 1/4" = 100'		

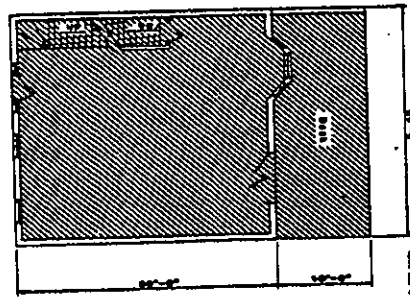
*OK'd record
 11/15*

Unit Area
 Unit 1: 1819 S.F.
 Basement: 700 S.F.

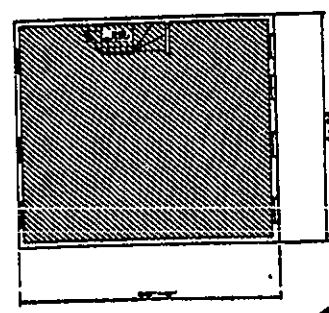
LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON INTEREST
 GENERAL COMMON INTEREST



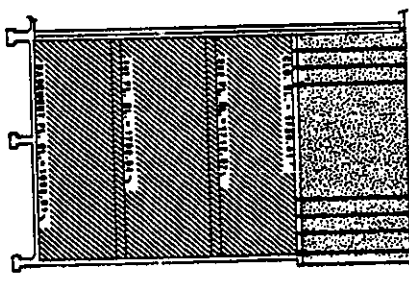
Basement Plan



First Floor



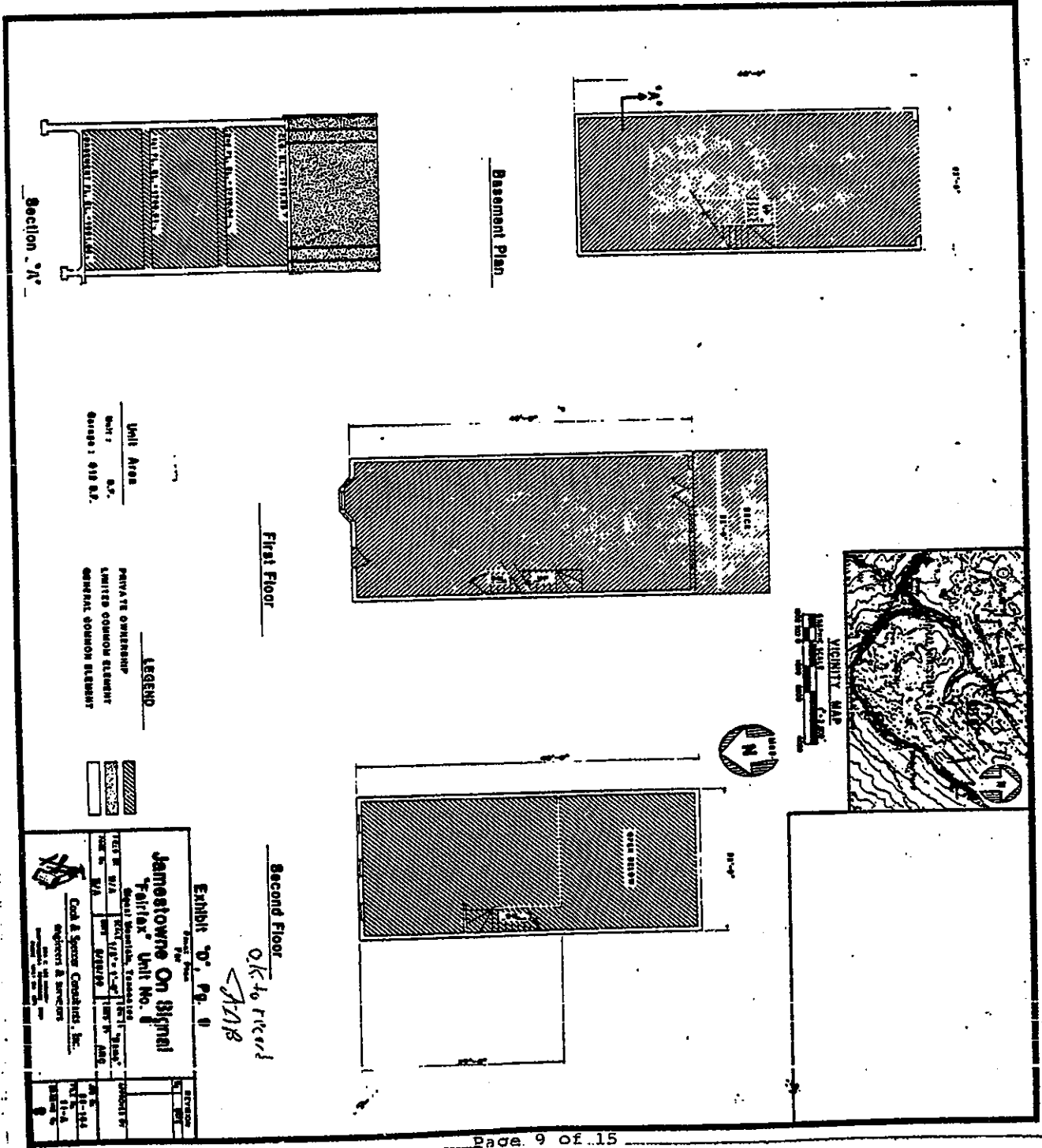
Second Floor



Section 'A-A'

Jameslowe On Signal		Exhibit 'D', Pg. 7	
Essex Unit No. 8		Unit Area	
Essex Building, Limited Partnership		Unit 1: 1819 S.F.	
1000 N. B. ST. W. WASHINGTON, D.C. 20004		Basement: 700 S.F.	
DATE: 11/11/83		DRAWN BY: JAC	
SCALE: AS SHOWN		CHECKED BY: JAC	
Calk & Spence Consultants, Inc.		DATE: 11/11/83	
Architects & Engineers		SCALE: AS SHOWN	
1111 K ST. N.W.		DATE: 11/11/83	
WASHINGTON, D.C. 20004		SCALE: AS SHOWN	
TEL: 202-331-1111		DATE: 11/11/83	
FAX: 202-331-1111		SCALE: AS SHOWN	
WWW: www.calkspence.com		DATE: 11/11/83	

O.K. to record
JMP



Section "A"

Basement Plan

First Floor

Second Floor

Unit Area
 Unit: 1
 Area: 918 sq. ft.
 Garage: 918 sq. ft.

LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

Jamestowne On Signal
 "Fairfax" Unit No. 1

Special Municipality, Tennessee
 1000 N. 10th St., Nashville, TN 37203
 (615) 259-1111

Architects & Engineers
 1000 N. 10th St., Nashville, TN 37203
 (615) 259-1111

DATE: 11-14-88
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

EXHIBIT "D", Pg. 8
 O.K. to record
 1/1/88

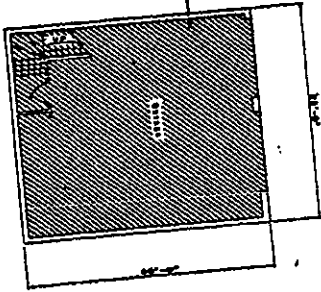
9011 Area
 Unit 1 100 S.F.
 Subunit 1 700 S.F.

PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENTS
 GENERAL COMMON ELEMENTS

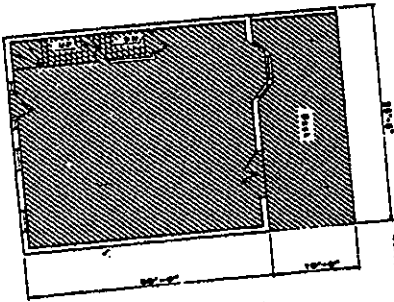
LEGEND



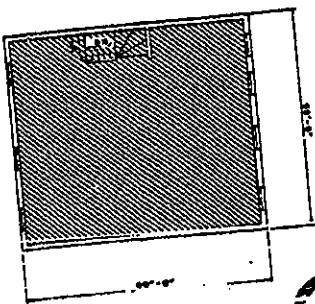
METERS
 0 10 20 30 40 50
 0 10 20 30 40 50
 METERS



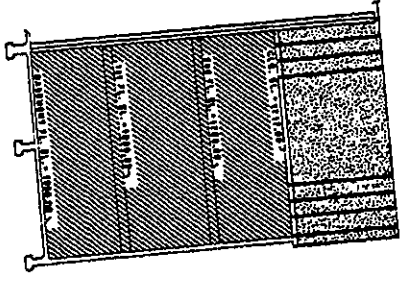
Basement Plan



First Floor



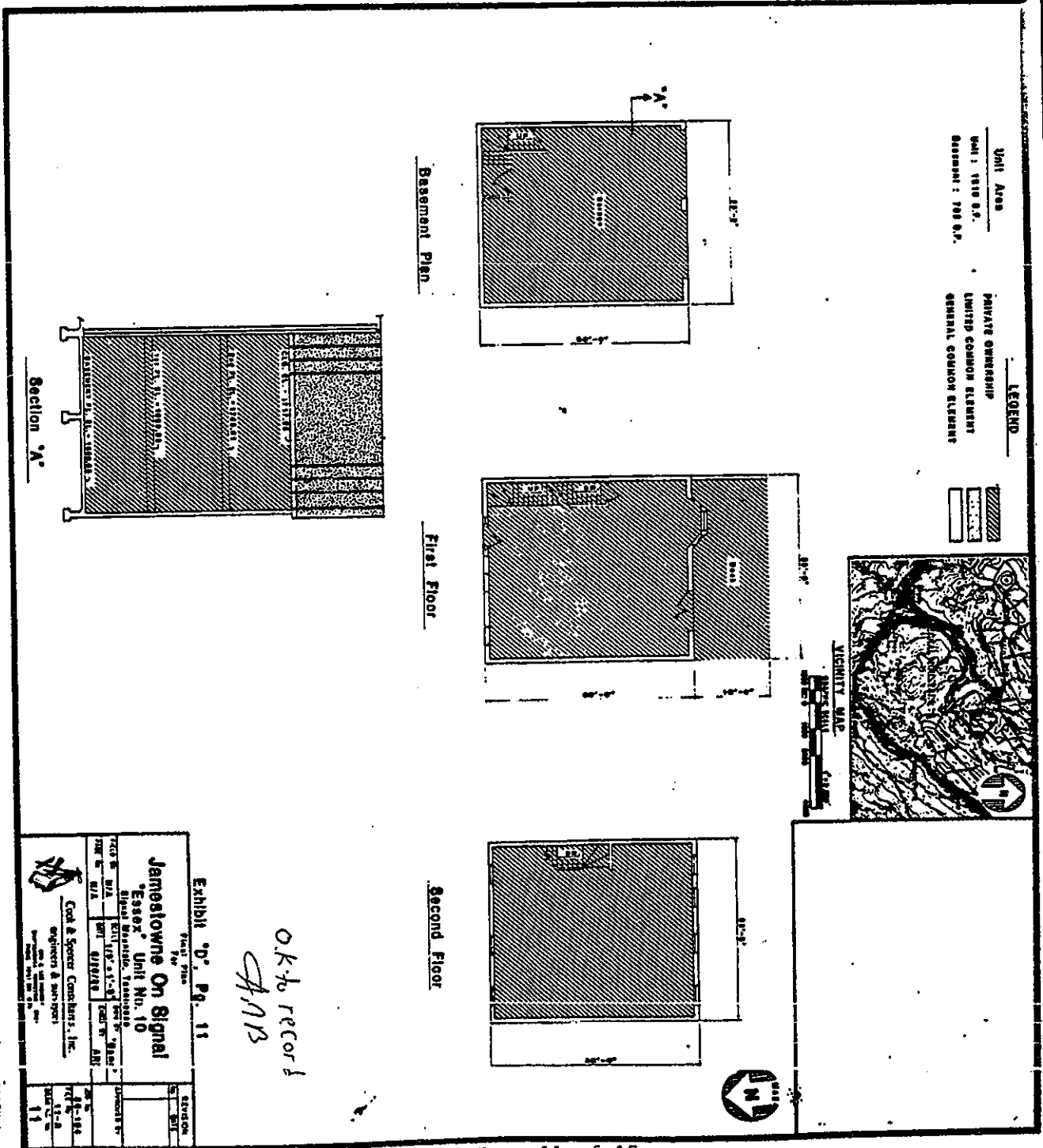
Second Floor



Section A-A

Exhibit "D", Pg. 10 Plan No.		REVISION No. 11.0 DATE 11.0
Jamestowne On Signal Essex Unit No. 9 1000 S. 10th St. Arlington, VA 22204		PROJECT No. 11.0 DATE 11.0
Cook & Seaman Consultants, Inc. 1000 S. 10th St. Arlington, VA 22204		DRAWN BY No. 11.0 DATE 11.0
10		CHECKED BY No. 11.0 DATE 11.0

OK to record
 JMB



Unit Area
 Unit : 1810 S.F.
 Basement : 700 S.F.

LEGEND
 PRIVATE OWNERSHIP
 UNITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

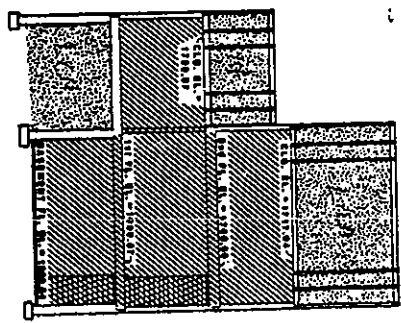
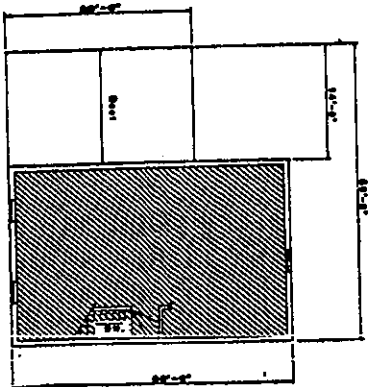
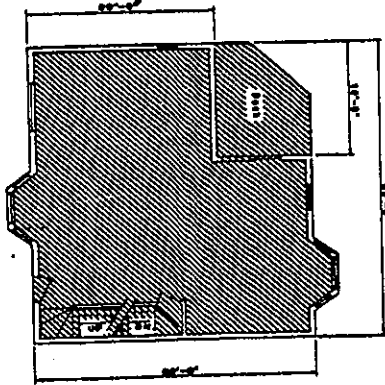
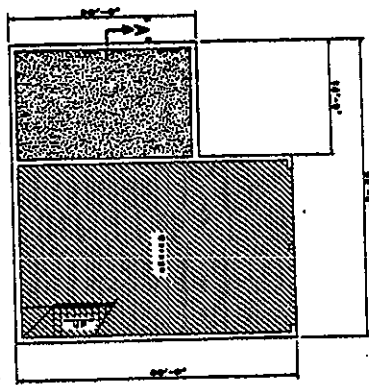
VICINITY MAP
 1" = 100 FEET

OK to record
AMS

Exhibit "D", Pg. 11 PART PLAN No. 10 Jamestowne On Signal "Essex" Unit No. 10 Signal Mountain, Tennessee		DRAWN BY: [] CHECKED BY: [] DATE: []
TITLE: [] DATE: [] SHEET: []	TOTAL SHEETS: [] SHEET NO.: []	PROJECT NO.: [] DRAWING NO.: []
Cod & Spencer Consultants, Inc. ENGINEERS & ARCHITECTS 1000 [] [] []		SCALE: [] DATE: [] SHEET: []

Unit Area
 Unit 1: 1808 S.F.
 Basement: 924 S.F.

LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT



Section "A-A"

Exhibit "D", Pg. 12

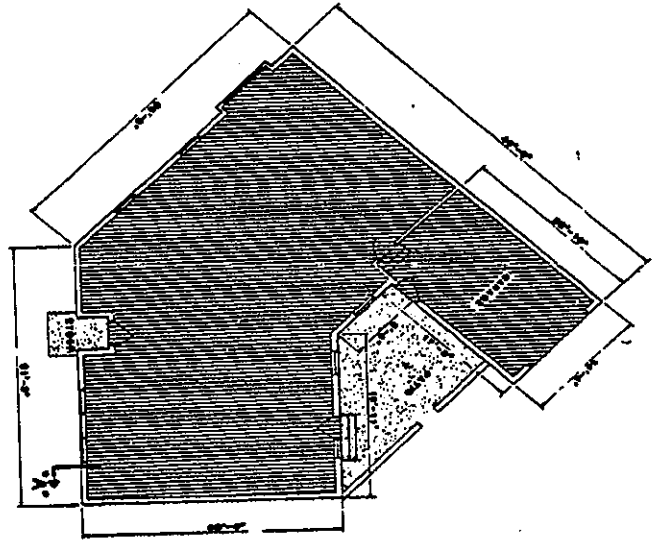
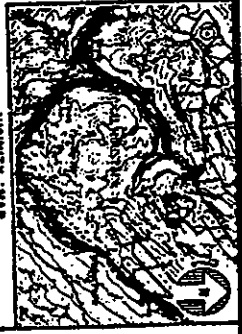
OK to record
 AMB

Jamestowne On Signal "Richmond" Unit No. 11 Special Assessed, Tennessee DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA		DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA
DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA	DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA	DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA DISTRICT OF COLUMBIA

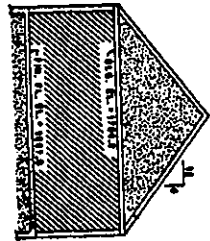
DISTRICT OF COLUMBIA
 DISTRICT OF COLUMBIA
 DISTRICT OF COLUMBIA

Unit Area
 Unit : 1250 S.F.
 Original : 208 S.F.

LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT



Floor Plan



Section 'A-A'

OK for record
AKM

Exhibit 'D', Pg. 26

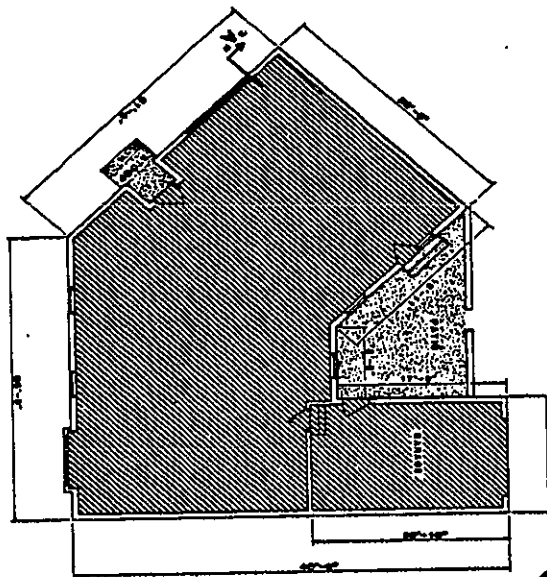
Jameslowrie On Signal
 Unit No. 24

Great Beachside, Times Beach
 1500 S.W. 11th St. Fort Lauderdale, Fla. 33304

Architect: J. A. ...
 Engineer: ...
 Surveyor: ...

Code & Space Consultants, Inc.
 engineers & surveyors
 1000 N.W. 11th St., Fort Lauderdale, Fla. 33304

DATE	BY	REVISION
11-14
11-14
11-14



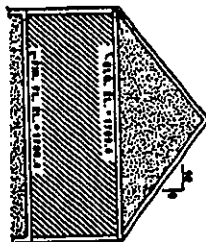
Floor Plan

Unit Area
 Unit : 1500 S.F.
 Garage : 800 S.F.

LEGEND
 PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT



SCALE BAR
 0 10 20 30 40 50
 FEET



Section 'A-A'

OK to Record
 4/18

EXHIBIT 'D', Pg. 18	
Jamestowne On Signal Unit No. 85	
OWNER	ONE & SPOON CONSTRUCTION, INC.
REGISTERED	REGISTERED
DATE	DATE
BOOK	BOOK
PAGE	PAGE
REVISION	REVISION

C 2 9 4 5

IDENTIFICATION
 REFERENCE

APR 21 12 58 PM '88

SARAH P. DE FRIESE
 REGISTER
 HAMILTON COUNTY
 STATE OF TENNESSEE

SECOND AMENDMENT TO MASTER DEED FOR
JAMESTOWNE ON SIGNAL, A CONDOMINIUM

THIS AGREEMENT made and entered into as of the 27th day of July, 1987 by JAMESTOWNE ON SIGNAL, INC., a Tennessee corporation ("Developer").

WITNESSETH:

WHEREAS, Developer entered into a Master Deed for Jamestowne on Signal, a Condominium (the "Condominium") dated July 22, 1986 and recorded in Book 3228, Page 727, in the Register's Office of Hamilton County, Tennessee, as amended by instrument dated August 27, 1986 and recorded in Book 3244, Page 62 and corrected by instrument dated June 17, 1987, recorded in Book 3364, Page 421 in said Register's Office (collectively the "Master Deed"); and

WHEREAS, Developer hereto now desires to modify and amend the Master Deed for the mutual benefit and advantage of all present and future owners or occupants of the Condominium or any part thereof; and

NOW, THEREFORE, in consideration of the premises, Developer declares that the Master Deed is amended as follows:

1. Section 2.3(b) of Article II of the Master Deed is hereby deleted and the following is substituted in lieu thereof:

(b) There is no limitation as to the location of any improvements that may be made on any portion of the Additional Property. Developer assures that any structures erected or other improvements made on any portion of the Additional Property by Developer will be compatible with the structure on the Property in terms of quality of construction and architectural style. No assurances are made by Developer in terms of principal materials to be used on construction work done on the Additional Property. No other assurances are made by Developer concerning any limitations as to what types of units will be constructed on the Additional Property nor that they will be substantially identical to the Units in the Property. No assurances are made by Developer concerning the order in which any portion of the Additional Property may be added to the Condominium.

2. The last sentence of Section 3.4(c) of Article III of the Master Deed is hereby deleted and the following substituted in lieu thereof:

For a period of seven (7) days following the date notice of said proposed sale or lease is given to the Board, the Association shall have the first and exclusive right, at its option, to purchase or lease such Unit or interest therein from said Unit owner upon the terms and for the amount described in said notice.

Robert S. Thompson
THIS INSTRUMENT PREPARED BY:
Shumacker & Thompson
5th Fl., First Tenn. Bldg.
Chattanooga, Tennessee 37402

3. Section 3.4(d) of Article III of the Master Deed is hereby deleted and the following is substituted in lieu thereof:

(d) The Board shall have authority, on behalf of and in the name of the Association, to elect not to exercise the Association's first option hereunder, and shall give written notice of said election to the Unit Owner within seven (7) days following its receipt of the notice required above. The Association shall be deemed to have elected not to exercise its first option if either (i) the Board notifies the Unit Owner that it has elected not to exercise its option, or (ii) the Board fails to notify the Unit Owner, before the expiration of the applicable option period provided herein, that the Association elects to exercise its option.

4. Section 3.4(g) of Article III of the Master Deed is hereby deleted and the following is substituted in lieu thereof:

(g) If the Board, after obtaining the required approval of the Association, desires to exercise the Association's option to purchase or lease said Unit, then the Board shall notify the Unit Owners of its decision within the seven (7) day period set forth hereinabove. Thereafter the Board shall promptly execute either a contract to purchase or a lease, as is appropriate, and shall consummate said contract to purchase or said lease in accordance with the terms of the bona fide offer of which the Unit Owner notified the Board pursuant to Subsection 3.4 (c).

5. Section 3.6(b) of Article III of the Master Deed is hereby deleted and the following is substituted in lieu thereof:

(b) The right of the Association to charge reasonable fees for the special use of any portion of the Common Elements; and

6. Section 10.6 of Article X of the Master Deed is hereby deleted and the following is substituted in lieu thereof:

AMENDMENTS. Except for revisions, amendments or corrections to the Plat which is attached to the Master Deed as Exhibits "D" and "E", this Master Deed and the Exhibits hereto may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by two (2) officers of the Board, the Unit Owner's mortgagees, where applicable, if the interests of such mortgagees are to be materially adversely affected, and containing an affidavit by the Secretary of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all parties having bona fide liens of record against any Unit. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon recordation thereof. Notwithstanding the foregoing, until the last Unit is sold by Developer, any revision, amendment, or correction to the Plat may be made by an instrument in writing setting forth such change signed and acknowledged by Developer. After the last Unit is sold by Developer such Plat may be amended only by the Board as set forth above.

7. Except as herein amended and modified, the Master Deed shall be and remain in full force and effect.

IN WITNESS WHEREOF, Developer has executed this Agreement as of the date first above-written.

ATTEST:

JAMESTOWNE ON SIGNAL, INC.

[Signature]
James R. Hedges, Secretary

By [Signature]
Fred M. Edgemon, Jr., President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Kathleen E. Lee of the state and county aforesaid, personally appeared Fred M. Edgemon, Jr. and James R. Hedges, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of JAMESTOWNE ON SIGNAL, INC., the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal at office in Chattanooga, this 24th day of July, 1987.

Kathleen E. Lee
Notary Public

My commission expires:
January 10, 1990

J 6:07:3

IDENTIFICATION
REFERENCE

JUL 28 2 36 PM '87

07/28/87 W/00

9.00

**9.00 A

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

NO TRANSFER TAX DUE
SARAH P. DE FRIESE
County Register

CORRECTION OF PLAT TO MASTER DEED FOR
JAMESTOWNE ON SIGNAL, A CONDOMINIUM

THIS CORRECTION TO THE MASTER DEED made and entered into as of the 17th day of June, 1987 by JAMESTOWNE ON SIGNAL, INC., a Tennessee corporation ("Developer").

WITNESSETH:

WHEREAS, Developer entered into a Master Deed for Jamestowne on Signal, a Condominium (the "Condominium") dated July 22, 1986 and recorded in Book 3228, Page 727, in the Register's Office of Hamilton County, Tennessee (the "Master Deed"); and

WHEREAS by Amendment to Master Deed dated August 27, 1986, Developer added the Plat as Exhibit "D" to the Master Deed which Exhibit failed to designate the location and dimension of Unit No. 19; and

WHEREAS, Developer hereto now desires to add to and supplement said Exhibit "D" to the Master Deed the Floor Plan of Unit 19 for the mutual benefit and advantage of all present and future owners or occupants of Unit 19 and the Condominium or any part thereof.

NOW, THEREFORE, in consideration of the premise, Developer declares that the Plat attached to the Master Deed as EXHIBIT "D" is corrected and supplemented by incorporating therein EXHIBIT "E" attached hereto and made a part hereof. Any conflict between the dimensions, specifications and conditions of EXHIBIT "D" to the Master Deed and EXHIBIT "E" hereto will be controlled by the dimensions, specifications and conditions shown on EXHIBIT "E" hereto, and to the extent of any such conflict EXHIBIT "D" to the Master Deed is corrected and superceded by the terms shown on the attached EXHIBIT "E". Except as herein corrected and supplemented by EXHIBIT "E" hereto, the Master Deed and EXHIBIT "D" thereto shall be and remain in full force and effect.

IN WITNESS WHEREOF, Developer has executed this Agreement as of the date first above written.

ATTEST:


James R. Hedges, Secretary

JAMESTOWNE ON SIGNAL, INC.

By 
Fred M. Edgemon, Jr., President

Signature not legible
for filing.

STATE OF Tennessee
COUNTY OF Hamilton

Before me, Kathryn E. Lee, personally appeared Fred M. Edgemon, Jr. and James R. Hedges, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of JAMESTOWNE ON SIGNAL, INC., the within named bargainor, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal at office in Chattanooga, this 17 day of April, 1987.

Kathryn E. Lee
Notary Public

My commission expires:
January 10, 1990

STATE OF TENNESSEE
COUNTY OF HAMILTON

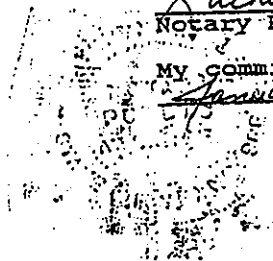
I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$0.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Signature]
Affiant

Subscribed and sworn to before me this 17 day of April, 1987

Kathryn E. Lee
Notary Public

My commission expires:
January 10, 1990

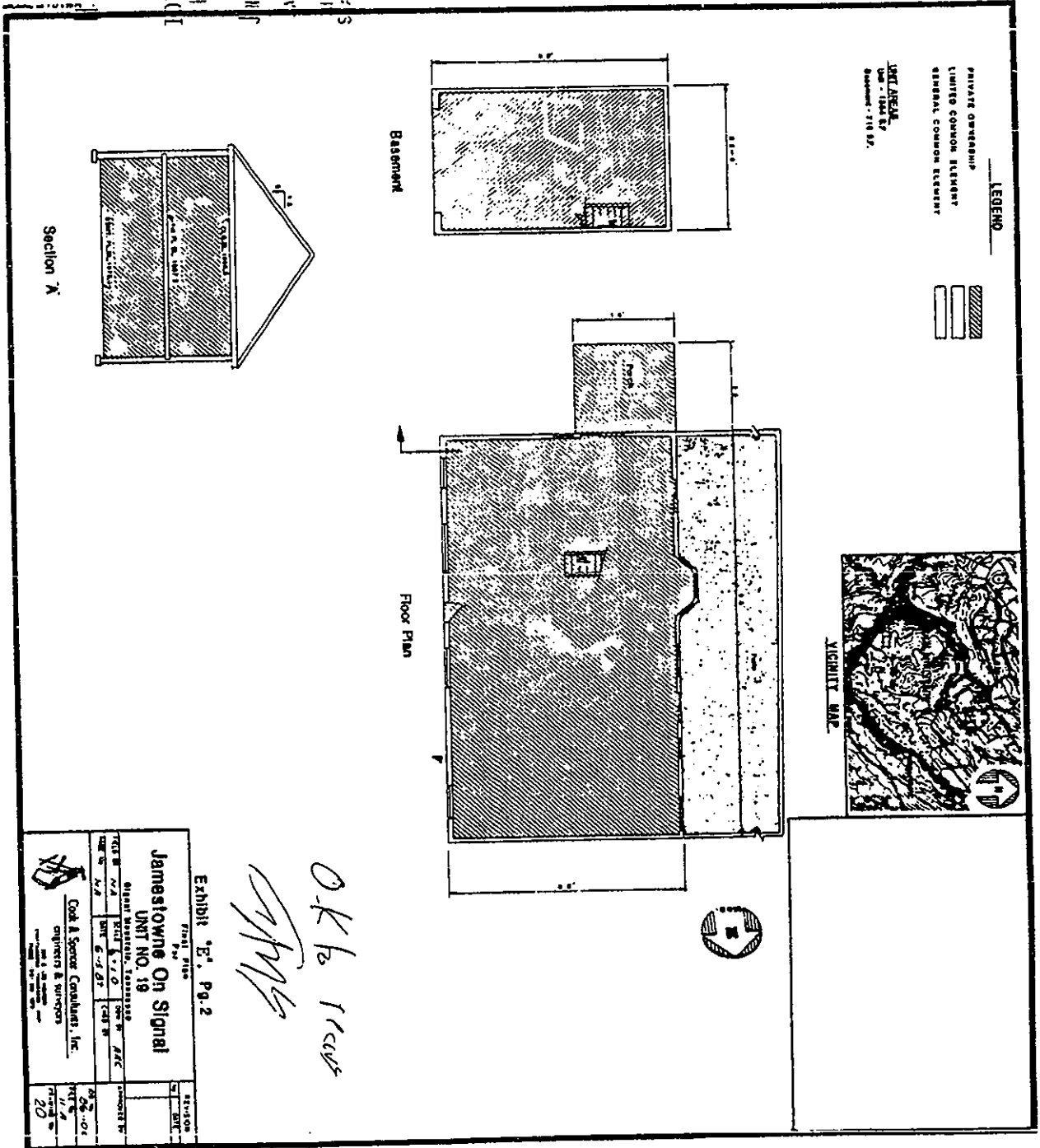


9999

IDENTIFICATION REFERENCE

JUN 17 3 53 PM '67

MR. P. DE FRIESE
 REGISTAR
 HAMILTON COUNTY
 STATE OF TENNESSEE



Section A

Floor Plan

Basement

SIGNATURE MAP

LEGEND

PRIVATE OWNERSHIP
 LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

UNIT AREA
 100 - 1000 sq ft
 1000 - 2000 sq ft
 2000 - 3000 sq ft

Exhibit 'E', Pg. 2

Final Plan

Jamesstowne On Signal

UNIT NO. 19

Signal Mountain, Tennessee

COOK & SONNE CO. INC.

Engineers & Architects

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

1000 - 1000 sq ft

OK to issue
[Signature]

DATE	10/1/67	BY	COOK & SONNE
REVISION	1	DATE	10/1/67
REVISION	2	DATE	10/1/67
REVISION	3	DATE	10/1/67
REVISION	4	DATE	10/1/67
REVISION	5	DATE	10/1/67
REVISION	6	DATE	10/1/67
REVISION	7	DATE	10/1/67
REVISION	8	DATE	10/1/67
REVISION	9	DATE	10/1/67
REVISION	10	DATE	10/1/67