

NAME AND ADDRESS OF NEW OWNER:

Riverbend Park, LLC
6064 Central Pike
Mt. Juliet, Tennessee 37122

PREPARED BY:

KIOUS & RODGERS
503 North Maple Street
Murfreesboro, TN 37130

SEND TAX BILLS TO:

Riverbend Park, LLC
6064 Central Pike
Mt. Juliet, Tennessee 37122

Map: 69
Parcel: 57.03

MASTER DEED

ESTABLISHING THE HORIZONTAL PROPERTY REGIME OF

RIVERBEND PARK TOWNHOMES

THIS MASTER DEED, made and entered into by Riverbend Park, LLC, a Tennessee Limited Liability Company and Landmark Homes of Tennessee, Inc., a Tennessee Corporation (collectively referred to as "Grantor" and separately referred to as "Riverbend Park" and "Landmark", respectively).

WITNESSETH:

WHEREAS, Grantor is the legal title holder of certain real estate located in the County of Rutherford and State of Tennessee, which real estate is more fully described in Exhibit "A" attached hereto and being all of the property to be developed as shown on the Plat entitled "RIVERBEND PARK TOWNHOMES" (the "Property") as more fully described in Exhibit "B" attached hereto and to all future amendments thereof. Being the property conveyed to Riverbend Park by deed of record in Record Book 579, Page 3752 of said Register's Office and to Landmark by deed of record in Record Book 669, Page 2622 of said Register's Office.

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

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

NOW, THEREFORE, Grantor, as the legal title holder of the real estate hereinbefore described in Exhibit "A," Exhibit "B" and all amendments thereto and for the purposes above set forth, makes the following declarations and submissions as part of this Master Deed:

PARAGRAPH I

Definitions

As used herein, unless the context otherwise requires:

Act means the "Horizontal Property Act" of the State of Tennessee as set forth in Chapter 27 of Title 66 of Tennessee Code Annotated as the same may be amended or supplemented from time to time.

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

Association means the Riverbend Park Association of Owners, Inc., a Tennessee nonprofit corporation.

Board means the Board of Directors of the Association.

Buildings shall mean those structures located on the Property and containing the Units.

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

Common Elements shall include those items defined as "General Common Elements" in the Act, including the following:

- (a) All the land included in the Property, excluding the land on which the unit stands.
- (b) All roofs and all exterior walls of the buildings, excluding windows and doors and further excluding Limited Common Elements as hereinafter defined.
- (c) All facilities, structures, water features, utilities, equipment, conduits and wires, located in common areas.

Limited Common Elements means all elements contiguous to and serving exclusively a single Unit as an appurtenance thereto, the enjoyment, benefit, or use of which is reserved to the lawful Occupants of such Unit either in this Master Deed, on the Plat or by the Board. An example of a Limited Common Element, but not by way of exclusion, is the central heat and air unit and its

foundation situated on the outside of a Unit within the common area, but servicing only one Unit.

Owner means the person or persons whose estates or interests individually or collectively aggregate ownership of a Unit, together with the undivided interest in the Common Elements of the Property, and shall be deemed the same as a "co-owner" under the Act. (Unless specifically provided otherwise herein, Grantor shall be deemed an Owner until such time as both Riverbend Park and Landmark are divested of legal title in all Units.)

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

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

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

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

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

Parcel means the plat of survey or the Property submitted to the provisions of the Act showing the number of each Unit, expressing its area, location, and other data necessary for identification. Said Plat of the project is attached hereto as Exhibit "B" recorded herewith. The Plat may but shall not be required to be recorded in the Register's Office for Rutherford County, Tennessee, pursuant to any local regulations governing such recordation. The Plat shall be amended when necessary to more fully describe the individual Units.

Property means all the land, property, and space comprising the Parcel, and all improvements and structures erected, constructed, or contained therein or thereon, including the Buildings and all easements, rights, and appurtenances belonging thereto, and any furniture, furnishings, fixtures, and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act. The Property is described in Exhibit "A" and Exhibit "B" attached hereto.

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

Rules of the Association refers to rules regarding use of the Property and conduct of Owners promulgated by the Master Deed, the By-laws and by any other rules established by the Board.

Unit means an enclosed space consisting of one or more rooms occupying part of the Building, which enclosed space is not owned in common with other Unit Owners. Each Unit is shown by number designation on ExhibitB, and the boundaries of each Unit shall be and are the interior finished surfaces of its perimeter walls, the ground upon which the Unit stands, and ceilings.

A Unit includes both the portion of the Buildings so described and the air space so encompassed. Any Unit may be jointly or commonly owned by more than one person. Mechanical equipment and appurtenances located within or adjacent to any Unit and designated to serve only that Unit, including but not limited to, heating and air conditioning equipment, appliances, plumbing, electrical wiring, fixtures, and the like shall be considered part of said Unit.

PARAGRAPH II

Submission of Property to the Act

Grantor, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Master Deed does hereby, submit, and subject the Parcel also known as the Property

(Exhibit "A") to the provisions of the Horizontal Property Act of the State of Tennessee and hereby establishes a horizontal property regime to be known as RIVERBEND PARK TOWNHOMES. Provided, however, easements are hereby reserved in the Property by Grantor for the benefit of future development for the following purposes and uses: (i) an easement is reserved in the Property exclusive of the buildings, to use the land area of the Property in conjunction with future construction and development to satisfy existing or future codes and zoning law requirements, or to satisfy the needs of the Grantor related to the Property; (ii) an easement is reserved for Grantor to use the land of the Property to relocate, expand, modify, reduce, or extend parking areas, driveways, relocate sewers, utility lines, or service connections in order to serve the existing Units of said Property and in order to properly construct, maintain and repair the common areas and any new Units to be located therein; (iii) and Grantor shall have the unrestricted right, at its sole expense, to relocate, expand, modify, reduce, or extend existing driveways, parking areas and yard, and to construct, expand, enlarge, or relocate sewers, utility lines, or service connections, in order to serve Units with their co-owners or tenants. The unrestricted rights reserved by Grantors in this paragraph shall be assignable by it and shall be easements running with the land .

PARAGRAPH III

Plat

The Plat or survey of the Property (ExhibitB) set forth the numbers, areas, locations, and other data, as required by the Act. The Exhibit B may be amended or modified solely by Grantor by additional surveys and plats showing more specific dimensions and reconfiguration of buildings and/or Units or otherwise.

PARAGRAPH IV

Units: Restriction on Use

The legal description of each Unit shall consist of the identifying number of such Unit as shown by corresponding number on the Plat as heretofore referenced. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its corresponding unit identifying number as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree, or otherwise, subdivide or in any other manner cause a Unit to be separated into any units different from the whole Unit as shown on the plat. Provided, however, the aforementioned prohibition on subdividing shall not be applicable to Grantor who shall be permitted to subdivide any of the numbered and unsold Units as shown on the Plat.

A Unit shall be used only for residential use.

PARAGRAPH V

Owners' Association

There has been or will be formed an Association having the name "Riverbend Park Association of Owners, Inc.," a Tennessee nonprofit corporation, which Association shall be the governing body for all of the Unit Owners.

PARAGRAPH VI

Proportionate Share

(a) The title and interest of each owner of a Unit in the common areas and facilities and their proportionate share in the common expenses, as well as the proportionate representation for voting purposes in the Association, shall be as set forth in the "By-laws of Riverbend Park Townhomes"

which are Exhibit "C" to this Master Deed.

The proportionate representation for voting purposes and proportionate share in the common profits and expenses may be limited or changed in accordance with the amendment provisions of the By-Laws attached hereto as Exhibit "C."

(b) Grantor shall retain and vote the share for each Unit until such Unit is sold.

PARAGRAPH VII

Covenants of Grantor: Rights to Subdivide

So long as Grantor, (whether Riverbend or Landmark or both) own one or more of the Units, Grantor shall be subject to the provisions of this Master Deed and of Exhibit "C" attached hereto; and Grantor covenants to take no action which will adversely affect the rights of the Association with respect to assurance against latent defects in the project or other rights assigned to the Association by reason of the establishment of the Horizontal Property Regime. Grantor may, in accordance with its reserved rights herein, construct new Units or subdivide existing Units within the Parcel and may make at Grantor's expense necessary improvements to the Common Elements of the Parcel without the consent of the Unit Owners. Subdivision or reconfiguration of the existing Units and/or buildings shall be evidenced by a recorded amendment to Exhibit B of this Master Deed or by amendment to a recorded Plat.

PARAGRAPH VIII

Partition or Division Prohibited

The Common Elements shall remain undivided and no Owner shall bring any action for partition or division.

The percentage of the undivided interest in the Common Elements established herein shall

not be changed except (1) with the unanimous consent of all of the Owners expressed in amendment to this Master Deed duly recorded, or (2) by the addition of new Units constructed or resubdivided on the Property or the deletion of Units on the Property.

The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

PARAGRAPH IX

Compliance

Each Owner shall comply with the provisions of this Master Deed, the By-Laws, decisions, and resolutions of the Association or its representatives or appointed managers as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

PARAGRAPH X

Revocation and Removal Prohibited; Exceptions

The dedication of the Property to the plan of condominium ownership herein shall not be revoked, or the Property removed from the plan of condominium ownership, or any of the provisions herein amended unless all of the Owners and the holders of all of the mortgages covering the Units unanimously agree to such revocation, or amendment or removal of the Property from the plan by duly recorded instruments. Provided, however, Grantor shall have the sole right to amend this Master Deed as long as it owns any of the Units and the sole right to amend at any time the Exhibit B Plat to subdivide or reconfigure unsold Units.

PARAGRAPH XI

Waiver of Use Prohibited

No Owner of a Unit may exempt itself from liability for its contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of its Unit.

PARAGRAPH XII

Persons and Conveyances Subject Hereto

All present or future Owners, tenants, future tenants, or any other person that might use the Property in any manner, are subject to the provisions of this Master Deed, the By-laws and Rules of the Association, and that the mere acquisition or rental of any of the Units of the project or the mere act of occupancy of any of said Units shall signify that the provisions of this Master Deed, the By-laws and Rules of the Association, are accepted and ratified.

PARAGRAPH XIII

Lien for Assessments

Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure, such acquirer of title, his successors, or assigns, shall not be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same against the Unit as provided by law.

PARAGRAPH XIV

Blanket Property Insurance

The Board of Directors of the Association, or the management agent employed by the Board

shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering Units, but without prejudice to the right of the Owner of a Unit to obtain individual Unit insurance.

Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by assessments levied by the Association; and such payments shall be held in a separate escrow account of the Association, and used solely for the payment of the blanket property insurance premiums as such premiums become due.

GRANTOR

Riverbend Park, LLC

By: Gary Wisniewski
Gary Wisniewski, Chief Manager

Landmark Homes of Tennessee, Inc.

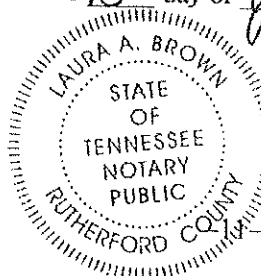
By: Gary Wisniewski
Gary, President

State of Tennessee

County of Rutherford

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Gary Wisniewski, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Chief Manager of Riverbend Park, LLC, the within named bargainer, a limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as Chief Manager.

Witness my hand and seal this 15th day of Jan, 2007



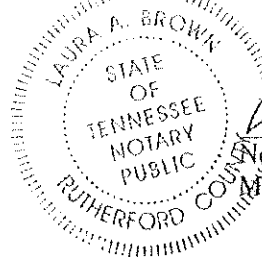
Laura A. Brown
Notary Public

My commission expires: 4-19-2010

State of Tennessee)
County Rutherford)

Gary Wisniewski Personally appeared before me, a notary public in and for the state and county aforementioned, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be President of Landmark Homes of Tennessee, Inc. and that he/she as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself/herself as President.

15th WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on this the Jan. day of Jan., 2007.



Laura A. Brown
Notary Public
My commission expires: 4-19-2010

EXHIBIT A TO MASTER DEED
OF
RIVERBEND PARK TOWNHOMES

PROPERTY DESCRIPTION
RIVERBEND PARK TOWNHOMES
MAP 69, PARCEL 57.03
RIVERBEND PARK, LLC
R.B. 579, PG. 3752

A TRACT OF LAND IN THE CITY OF MURFREESBORO, 9TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE, BOUNDED ON THE NORTH THE RIGHT OF WAY FOR RIVERBEND DRIVE, ON THE EAST BY THE RIGHT OF WAY FOR NORTH THOMPSON LANE (S.R. 268), ON THE SOUTH BY THE UNITED STATES OF AMERICA, STONES RIVER NATIONAL BATTLEFIELD (D.B. 415, PG. 610), AND ON THE WEST BY THE UNITED STATES OF AMERICA LAND RESERVES DIVISION (D.B. 473, PG. 244) AND LOTS 1 - 5, RIVERBEND SUBDIVISION SECTION I (P.B. 7, PG. 42). PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIN WITH CAP AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY FOR RIVERBEND DRIVE AND THE WESTERLY RIGHT OF WAY FOR THOMPSON LANE, THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;
THENCE, WITH THE WESTERLY RIGHT OF WAY FOR THOMPSON LANE, SOUTH 08 DEGREES 42 MINUTES 50 SECONDS WEST A DISTANCE OF 244.84 FEET TO A SET IRON PIN WITH CAP;
THENCE, CONTINUING WITH SAID RIGHT OF WAY, SOUTH 04 DEGREES 34 MINUTES 10 SECONDS WEST A DISTANCE OF 300.06 FEET TO A SET IRON PIN WITH CAP THENCE, CONTINUING WITH SAID RIGHT OF WAY, SOUTH 05 DEGREES 04 MINUTES 36 SECONDS EAST A DISTANCE OF 303.61 FEET TO A SET IRON PIN WITH CAP AT THE NORTHEAST CORNER OF THE UNITED STATES OF AMERICA, STONES RIVER NATIONAL BATTLEFIELD PROPERTY;
THENCE, WITH THE NORTHERLY LINE OF SAID STONES RIVER NATIONAL BATTLEFIELD PROPERTY, NORTH 74 DEGREES 31 MINUTES 20 SECONDS WEST A DISTANCE OF 100.00 FEET TO A SET IRON PIN WITH CAP;
THENCE, CONTINUING WITH SAID NORTHERLY LINE, SOUTH 74 DEGREES 36 MINUTES 30 SECONDS WEST A DISTANCE OF 239.61 FEET TO A POINT IN THE EASTERLY LINE OF THE UNITED STATES OF AMERICA LAND RESERVES DIVISION;
THENCE, WITH SAID EASTERLY LINE, NORTH 15 DEGREES 50 MINUTES 30 SECONDS WEST A DISTANCE OF 143.91 FEET TO AN IRON PIN WITH CAP SET AT THE NORTHEAST CORNER OF SAID UNITED STATES OF AMERICA LAND RESERVES DIVISION, ALSO BEING THE SOUTHEAST CORNER OF LOT 5, RIVERBEND SECTION I;

THENCE, WITH THE EASTERLY LINE OF LOT 5, NORTH 38 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 310.00 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 5, ALSO BEING THE SOUTHEAST CORNER OF LOT 4;

THENCE, WITH THE EASTERLY LINE OF LOT 4, RIVERBEND PARK, NORTH 03 DEGREES 09 MINUTES 43 SECONDS EAST A DISTANCE OF 284.77 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 4, ALSO BEING THE SOUTHEAST CORNER OF LOT 3;

THENCE, WITH THE EASTERLY LINE OF LOT 3, RIVERBEND PARK, NORTH 43 DEGREES 28 MINUTES 03 SECONDS WEST A DISTANCE OF 238.20 FEET TO A SET IRON PIN WITH CAP AT THE COMMON CORNER OF LOTS 1, 2 AND 3, RIVERBEND PARK;

THENCE, WITH THE SOUTHERLY LINE OF LOT 1, RIVERBEND PARK, NORTH 04 DEGREES 59 MINUTES 08 SECONDS WEST A DISTANCE OF 143.67 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 1, A POINT IN THE WESTERLY RIGHT OF WAY FOR RIVERBEND DRIVE;

THENCE, WITH SAID RIGHT OF WAY, SOUTH 70 DEGREES 46 MINUTES 55 SECONDS EAST A DISTANCE OF 129.31 FEET;

THENCE, CONTINUING WITH SAID RIGHT OF WAY AND WITH A 461.02 FOOT RADIUS CURVE TO THE LEFT AN ARC LENGTH OF 127.60 FEET AND A CHORD BEARING OF SOUTH 78 DEGREES 48 MINUTES 30 SECONDS EAST, 127.20 FEET;

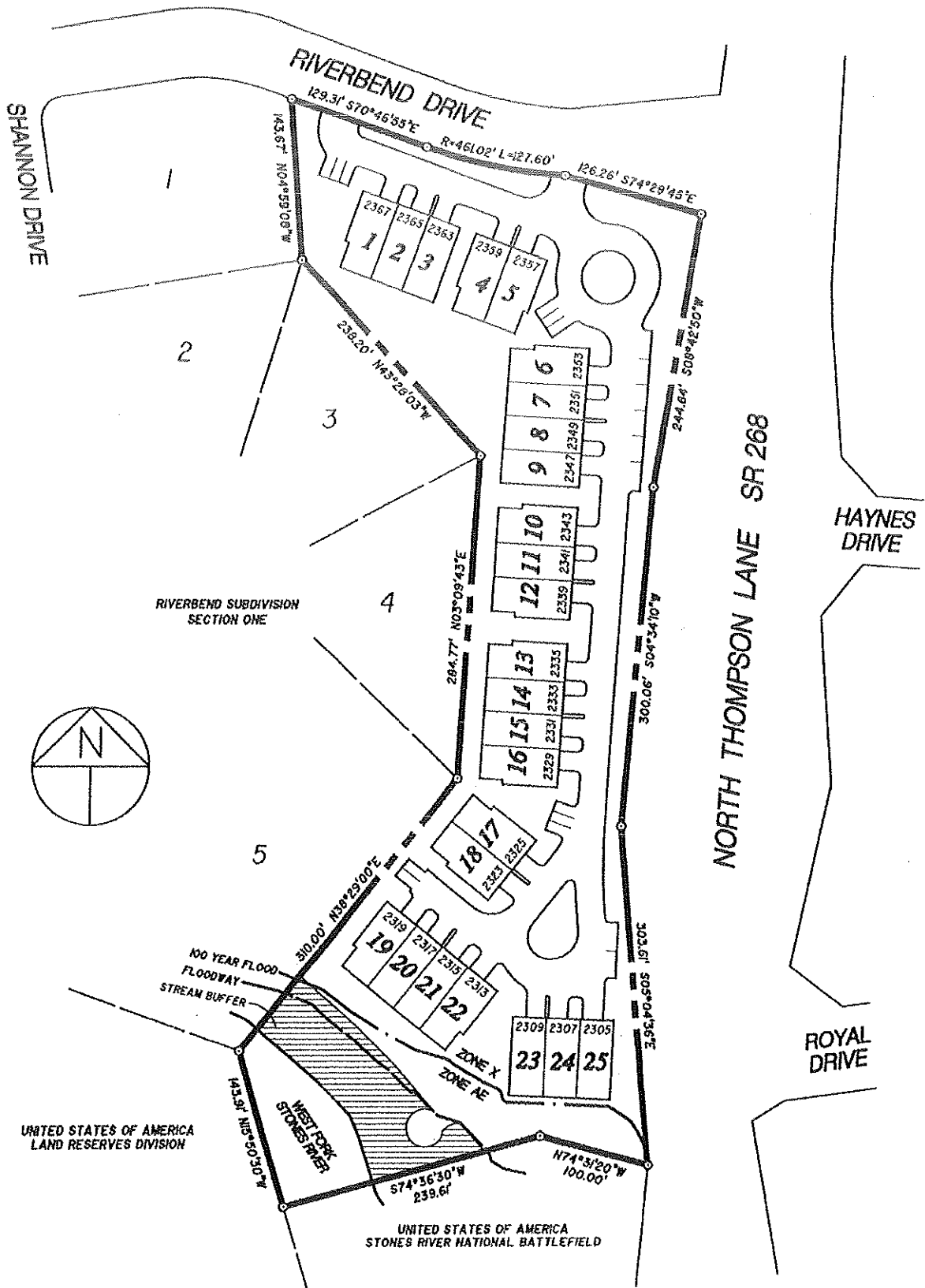
THENCE, CONTINUING WITH SAID RIGHT OF WAY SOUTH 74 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 126.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 215,699 SQUARE FEET OR 4.952 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO RIVERBEND PARK, LLC, AS RECORDED IN RECORD BOOK 579, PAGE 3752, REGISTER'S OFFICE FOR RUTHERFORD COUNTY, TENNESSEE, AND SHOWN AS RIVERBEND PARK TOWNHOMES ON A CONDOMINIUM PLAT PREPARED BY SEC, INC. (NOT RECORDED AT THIS DATE).

SUBJECT TO THE 100 YEAR FLOOD LINE FOR WEST FORK STONES RIVER, AND ANY AND ALL EASEMENTS AND/OR RESTRICTIONS, EITHER RECORDED OR BY PRESCRIPTION, THAT A COMPLETE AND ACCURATE TITLE SEARCH MAY REVEAL.

Prepared by: SEC, Inc.

850 Middle Tennessee Boulevard
Murfreesboro, TN. 37129
(615) 890-7901



**EXHIBIT C
TO MASTER DEED
OF
RIVERBEND PARK TOWNHOMES**

**BY-LAWS
OF
RIVERBEND PARK TOWNHOMES
ASSOCIATION OF OWNERS, INC.**

ARTICLE I

LOCATION

The development to be administered under these By-Laws is located in Murfreesboro, Rutherford County, Tennessee, and more particularly as shown on the Plat which is attached to the Master Deed of Riverbend Park Townhomes as Exhibit B(hereinafter referred to as the "Property"), and shall be subject to the Horizontal Property Act of Tennessee, Tennessee Code Annotated, Section 66-27-101, et seq., and as from time to time amended.

ARTICLE II

APPLICATION AND ACCEPTANCE

All present or future owners, tenants, future tenants, or their family, or any other persons who might use the Property in any manner, are subject to the regulations set forth in these By-Laws. The acquisition or rental of any of the Units of the Property or occupancy of any of said buildings shall signify that these By-Laws are accepted, ratified, and obligatory.

These By-Laws and each change made in accordance herewith and pursuant to T.C.A. Section 66-27-111 and 66-27-112 are and shall be covenants running with each Unit and binding on

each successive co-owner, lessee or mortgagee of each Unit in the Property.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Except for Grantor, each Unit Owner shall have one vote. Grantor shall have five (5) votes for every Unit owned by either Riverbend Park, LLC or Landmark Homes of Tennessee, Inc. whether or not such Unit has been constructed.

Section 2. Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those Owners holding over fifty (50%) percent of the votes.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

ADMINISTRATION

Section 1. Association Responsibilities. The Owners of the Units will constitute the Association who will have the responsibility of administering the Property, approving the annual budget, establishing and collecting assessments and arranging for the management of the Property. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a Majority of Owners.

In the event that an Owner of a Unit is a corporation, limited liability company or partnership, then that entity shall designate one of the shareholders, officers or directors, members or

partners as that entity's representative and member of the Association.

Section 2. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held at a time and place declared by the Grantor. Thereafter, the annual meetings shall be held on the anniversary date of such first meeting, unless a weekend or holiday, and then on the following day. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with requirements of Section 5 of Article V of these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolutions of the Board of Directors, or upon a petition signed by a Majority of the Owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the Owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned meetings. If any meeting of the Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may

adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of no more than five (5) persons nor less than three (3) persons.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws prohibited.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, operation and maintenance of common elements.
- (b) Collection of assessments from the Owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the Property.

Section 4. Management Agent. The Board of Directors may employ for the Association a Management Agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association at least three Directors shall be elected for a period of one year and, if desired, two directors for a period of two years. Thereafter, as the term of each Director expires his successor

shall be elected for a period of two years.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall take office immediately.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors, except Riverbend Park, LLC and Landmark Homes of Tennessee, Inc., may be removed with or without cause by a Majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of 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 legally to constitute such meeting, providing a majority of the Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, e-mail, telephone, or facsimile, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, e-mail,

telephone, or facsimile, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice, on the written request of any one (1) Director.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him 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.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, 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 of Directors. If, at any meeting of the Board of Directors, there be 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.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers, employees and Managing Agents of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall, if approved by the Board, constitute a common expense to be paid by the Association.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise,

except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors affecting the Property unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these by-laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder, as his interest in the common elements bears to the interest of all the Owners in the common elements. Every agreement made by the Board of Directors or by the Managing Agent on behalf of the Association shall provide that the members of the Board of Directors or the Managing Agent, as the case may be, are acting only as agents for the Association of Owners and shall have no personal liability thereunder (except as an owner), and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all Owners in the common elements.

Section 15. Interim Powers of Grantor. Until the first election and meeting of Directors, Grantor (Riverbend Park, LLC and/or Landmark Homes of Tennessee, Inc.) shall be charged with the responsibility of directing the affairs of the Association and in so doing may, but shall not be required to, appoint up to a maximum of three (3) Owners to serve in an advisory capacity. Grantor, in directing the affairs of the Association, shall have all of the powers herein otherwise delegated to the Association.

Additionally, until the election and first meeting of directors or until the Association has sufficient funds, Grantor may expend its own funds toward operating costs for the common expenses of the Association. All such money expended shall be treated as a loan to the Association bearing interest at the New York Prime Rate and payable to Grantor on demand.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, Vice-President and a Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint such other officers as in their judgment may be necessary and they need not be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization and meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the

affairs of the Association.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall in general, perform all the duties incident to the office of the Secretary. He shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of 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 of Directors.

ARTICLE VII

OBLIGATION OF THE UNIT OWNERS

Section 1. Determination of Common Expenses and Fixing of Common Charges:
The Board of Directors shall from time to time, and at least annually, prepare a budget, determine the amount of the common charges payable by the Owners to meet the expenses of administration and of maintenance and repair of the general common elements, and, in the proper case, of the limited common elements of the property, and any other expenses lawfully agreed upon; and the Board of Directors shall allocate and assess such common charges among the Owners equally. The common

expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors, or, at the option of the Board, the insurance may be billed individually, apart from the monthly common expenses. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Directors shall advise all Owners, promptly in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid.

In addition to the above charges and assessments, each purchaser of a Unit shall be subject to the payment of an Initial Assessment as set by the Board from time to time, due and payable at the closing of such Unit. Each prospective purchaser shall be under a duty to have inquired about the amount of such assessment prior to closing, which is not paid shall be a lien on the Unit.

Section 2. Maintenance and Repair.

(a) Every Owner must perform promptly all maintenance and repair work to his own Unit, which if omitted would affect the project in its entirety or in part belonging to other Owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the Unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, windows and all other accessories belonging to the Unit area, including but not limited to the HVAC system, shall be at the Owner's expenses.

(c) An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section 3. Use of Units and Internal Changes.

(a) All Units shall be utilized for residential purposes only.

(b) An Owner shall not make structural modifications or alterations in his Unit or installations located therein without the written consent of the Association; an Owner may notify the Association in writing through the Management Agency, if any, or through the President of the Association, if no Management Agent is employed, of any proposed modification or alteration. The Association shall have the obligation to answer within fifteen (15) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 4. Right of Entry. An Owner shall grant the right of entry to the Management Agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his Unit, whether the Owner is present at the time or not.

Section 5. Rules of the Association. The following rules and regulations shall govern the use of the Common Elements, the Units and Unit Owners, family of the Owners invitees, licensees, lessees and occupants and may be amended at any time by the Board or by the Grantor (provided Riverbend Park or Landmark owns at least one of the Units). Any amendment to the Rules of the Association need not be recorded but shall be appended to the By-laws.

(a) Abandoned Personal Property. Personal property, other than vehicles, shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or

on the front door of the Property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity that will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(b) Animals. No Owner or occupant may keep any pets other than generally recognized household pets on any portion of the Properties. No Owner or occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, without prior written Board approval. No pets are allowed on any portion of the Common Elements; provided, however, an Owner or occupant may walk a pet across the Common Elements to enter or exit the Property. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements. Feces left by pets upon the Common Elements must be immediately removed by the person responsible for the

pet.

Animals determined in the Board's sole discretion to be dangerous shall not be brought onto or kept on the Property at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Property upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet. The Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any other owner, without prior notice to the pet's owner.

Any Owner or occupant who keeps or maintains any pet upon the Property shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet.

(c) Antennas and Satellite Dishes. Unless otherwise approved by the Board, all television antennae, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint distribution (wireless cable) services must be one (1) meter or less in diameter, must be located to the rear of a Unit (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Elements. In the event such devices are installed outside of these guidelines the Board may take such actions deemed appropriate and within the scope of any law or regulation to cause a correction to be made by the responsible Owner. Further, neither the Association, nor the Board shall be responsible for repairs necessitated by the improper installation of such device on the

exterior of any Unit.

(d) Artificial Vegetation. Artificial vegetation is prohibited on the Property.

(e) Clotheslines. Clotheslines are prohibited on the Property.

(f) Common Property. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein. There shall be no use of the roofs of the Units by the Owners, their family members, guests, tenants, invitees, agents or contractors. The Association and its agents and contractors shall have access to the roofs for performing its maintenance and repair responsibility. There shall be no gardening or landscaping on the Common Elements by Owners or occupants without the prior written consent of the Board. In the event the Board gives consent to an Owner to landscape the area immediately adjacent to the Owner's Unit, the cost of such and the continued maintenance and upkeep shall be the responsibility of the Owner. However, the Board shall have the power to revoke the approval and to take any action the Board seems necessary in the event the landscaping is improperly installed or maintained. This subparagraph shall not apply to Grantor, for so long as either Riverbend Park or Landmark Homes shall own a Unit for sale.

(g) Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Property, except original installation required by zoning conditions or perimeter fencing established by Grantor during construction of the development.

(h) Flags. Flags and flagpoles are prohibited on the Properties.

(i) Garages. It is prohibited for an Owner or occupant of a Unit that includes a

garage to convert such garage to any other use. No Owner or occupant of a Unit that includes a garage shall park his or her car or other motor vehicle on any portion of the Property, other than in the garage, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to its design capacity are already parked in said garage. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible.

(j) Garage and Yard Sales. Garage sales, yard sales, flea markets, or similar activities are prohibited unless approved in writing by the Board of Directors.

(k) Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Unit; (2) street lights in conformity with an established street lighting program for the Property.

(l) Parking. Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriffs, Marshals or police officers' vehicles marked as such, are also prohibited from being parked on the Property, except in garages, or designated parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exterior shall be allowed temporarily on the Property during normal business hours for the purpose of serving any Unit or

Common Element; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained.

(m) Private Streets. The Private Street and parking areas shall be subject to the Master Deed and By-laws regarding use of Common Elements. Additionally, Owners of Units and other permitted users of the Private Street and parking areas shall be obligated to refrain from any actions which would deter from or interfere with the use and enjoyment of the Private Streets and parking areas by authorized users. Prohibited activities shall include, without limitation, obstruction of the Private Street and Parking Areas. All vehicular traffic on the Private Street and in parking areas shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing modifications of those in force on public streets, within the Property. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, to the extent such rules and regulations of the Association are more restrictive than such state and local laws, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Tennessee may operate any type of motor vehicles within the Property. All vehicles of any kind and nature which are operated on the Private Street in the Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and occupants.

(n) Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Property, which would

increase the rate of insurance on the Property or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The Units in the Property are built in close proximity to one another, resulting in the sharing of common walls. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and occupant.

Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Property. No Owner or occupant of a Unit may use or allow the use of the Unit or any portion of the Property at any time, in any way or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Owners or occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance.

In addition, no Owner or occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

No Owner, occupant or agent of such Owner or occupant shall do any work which, in the reasonable opinion of the Association's Board of Directors or its designee, would jeopardize the soundness or safety of the Property or any structure created thereon, would reduce the value thereof,

or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or occupants of his or her Unit.

(o) Residential Use. Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Property, except that the Owner or occupant residing in a Unit may conduct ancillary business activities within the Unit so long as : the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the outside of the Unit; the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Unit without business activity; the business activity does not unreasonably increase traffic in the Property in excess of what would normally be expected for residential Units in the Property without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as determined in the Board's discretion; and the business activity does not

result in a materially greater use of Common Elements or Association services.

The terms "business" and "trade" as used herein, shall have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the use of a Unit by an on-site management agent operating on behalf of the Association shall not be considered a trade or business within the meaning of this Paragraph.

(p) Rubbish, Trash and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed in the Common Elements outside the Unit, temporarily or otherwise, except in trash receptacles that are stored within the Unit, except as provided herein. Rubbish, trash, and garbage shall be disposed of in proper receptacles designated by the Board for collection. No such receptacle or rubbish, trash, and garbage shall be placed outside of the Unit more than twelve (12) hours before such items are scheduled to be collected from the Property. All receptacles shall be removed within twelve (12) hours of the time upon which rubbish, trash, and garbage was scheduled to be collected from the Property. For Units 19, 20, 21 and 22, the receptacle shall be placed on a concrete pad between Units 22 and 23.

(q) Signs. Except as provided for herein or as may be required by legal proceedings, and except for signs which may be erected by Grantor related to the development and sale of Units, no signs, advertising posters, flyers, political placards or billboards of any kind shall be

erected, placed, or permitted or remain on the Property without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six inches (6") by six inches (6") in size may be displayed from within a Unit. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

(r) Unsightly and Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit.

(s) Vehicles, Limited Number. A Unit Owner, combined with every tenant and occupant of the Unit, shall be limited to keeping three (3) vehicles on the Property. Unless the number of vehicles exceeds the capacity of the Owner's garage, each vehicles when not in use must be kept in the garage pursuant to subparagraph (i) of this Section 5. Any vehicles in excess of the vehicles stored in the garage shall be parked in a parking space as near as possible to that Owner's Unit.

(t) Window Air-Conditioning Units. Window Air-Conditioning Units are prohibited.

(u) Window Treatments. All windows in Units must have window treatments unless approved by the Board. The color of all window treatments visible from the outside of the Unit must be white or off-white. Bed sheets shall not be used as window treatments.

PREPARED BY:
David W. Kleus
KIOUS, RODGERS, BARGER,
HOLDER & KIOUS, PLLC
503 North Maple Street
Murfreesboro, TN 37130

AMENDMENT TO MASTER DEED
OF
RIVERBEND PARK TOWNHOMES

This Amendment is to be registered as an amendment to the Master Deed recorded on March 1, 2007, in Record Book 718, pages 3235-3271 of the Register's Office of Rutherford County, Tennessee. Attached hereto is Exhibit A, (sheets 1-4), being the Amendment to the Master Deed of RIVERBEND PARK TOWNHOMES, depicting the footprint and dimensions of Phase 3, Unit Nos. 6, 7, 8, & 9 Riverbend Park Townhomes. This Exhibit A specifically amends Exhibit B of the Master Deed as it pertains to Phase 3 Units 6, 7, 8, & 9 in lieu of an amended plat.

GRANTORS:
Landmark Homes of Tennessee, Inc.

By: 
Gary Wisniewski, President

Riverbend Park, LLC

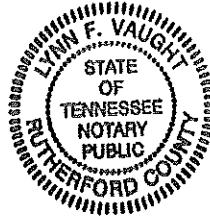
By: 
Gary Wisniewski, Chief Manager

Jennifer M. Gerhart, Register
Rutherford County Tennessee
Rec. #: 621744
Rec'd: 30.00
State: 0.00
Clerk: 0.00
Other: 2.00
Total: 32.00
Instrument #: 1673099
Recorded
4/30/2010 at 11:42 AM
in
Record Book 988 Ps 1221-1226

State of Tennessee)
County of Rutherford)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Gary Wisniewski, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to President of Landmark Homes of Tennessee, Inc., the within named bargainor, a Tennessee Corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal this 20 day of April, 2010.



L. F. Vaught
Notary Public
My commission expires: 3-20-2011

State of Tennessee)
County of Rutherford)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Gary Wisniewski, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Chief Manager of Riverbend Park, LLC, the within named bargainor, a Limited Liability Company, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as Chief Manager.

Witness my hand and seal this 30 day of April, 2010.



L. F. Vaught
Notary Public
My commission expires: 3-20-2011

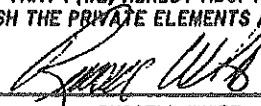
EXHIBIT "A"

SHEET 1 of 4

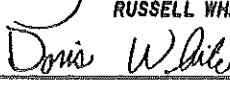
CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS UNIT NO. 6, AND THAT I (WE) HEREBY ADOPT THIS EXHIBIT "A" WITH MY (OUR) FREE CONSENT AND ESTABLISH THE PRIVATE ELEMENTS AS SHOWN HEREON.

4/26/10
DATE


RUSSELL WHITE

4-26-10
DATE


DORIS WHITE

DEED REFERENCE

BEING THE SAME PROPERTY CONVEYED TO RUSSELL WHITE AND WIFE, DORIS WHITE, BY WARRANTY DEED FROM LANDMARK HOMES OF TENNESSEE, INC., IN RECORD BOOK 965, PAGE 1916, REGISTERS OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

PROPERTY DESCRIPTION

BEING THE SAME UNIT NO. 6, AS SHOWN ON EXHIBIT 'B' OF A MASTER DEED FOR THE CONDOMINIUM DEVELOPMENT ENTITLED RIVERBEND PARK TOWNHOMES, RECORDED IN RECORD BOOK 718, PAGE 3235, REGISTERS OFFICE OF RUTHERFORD COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED IN THIS DOCUMENT, SHEET 3 OF 4.

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS UNIT NOS. 7, 8, & 9, AND THAT I (WE) HEREBY ADOPT THIS EXHIBIT "A" WITH MY (OUR) FREE CONSENT AND ESTABLISH THE PRIVATE ELEMENTS AS SHOWN HEREON.

4/23/10
DATE


GARY WISNIEWSKI, PRESIDENT
LANDMARK HOMES OF TENNESSEE, INC.
A TENNESSEE CORPORATION

DEED REFERENCE

BEING THE SAME PROPERTY CONVEYED TO LANDMARK HOMES OF TENNESSEE, INC., BY WARRANTY DEED FROM RIVERBEND PARK, LLC, IN RECORD BOOK 943, PAGE 2303, REGISTERS OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

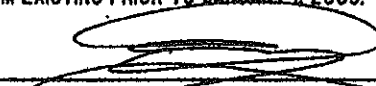
PROPERTY DESCRIPTION

BEING THE SAME UNIT NOS. 7, 8, & 9, AS SHOWN ON EXHIBIT 'B' OF A MASTER DEED FOR THE CONDOMINIUM DEVELOPMENT ENTITLED RIVERBEND PARK TOWNHOMES, RECORDED IN RECORD BOOK 718, PAGE 3235, REGISTERS OFFICE OF RUTHERFORD COUNTY, TENNESSEE, AND MORE PARTICULARLY DESCRIBED IN THIS DOCUMENT, SHEET 3 OF 4.

CERTIFICATION OF COMPLIANCE WITH THE HORIZONTAL PROPERTY ACT

I HEREBY CERTIFY THAT THIS DOCUMENT HAS BEEN PREPARED IN CONFORMANCE WITH THE HORIZONTAL PROPERTY ACT, TCA 66-27-101, ET. SEQ., AND IS A PERMITTED AMENDMENT TO A MASTER DEED AND CONDOMINIUM EXISTING PRIOR TO JANUARY 1, 2009.

4-30-2010
DATE


DAVID KIOUS, ATTORNEY
KIOUS, RODGERS, BARGER, HOLDER, & KIOUS, PLLC

SITE ENGINEERING CONSULTANTS**ENGINEERING • SURVEYING • LAND PLANNING**

850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37229
PHONE (615) 890-7901 • FAX (615) 895-2567

Phase 3, Unit Nos. 6, 7, 8, & 9
Riverbend Park Townhomes

CITY OF MURFREESBORO, TENNESSEE
9th CIVIL DISTRICT OF RUTHERFORD COUNTY

PROJ. #
99164

DATE:
4-20-10

FILE:
RMDA6789

DRAWN BY:
ACAD/JWG

SCALE:
N/A

SHEET
1 OF 4

EXHIBIT "A"

SHEET 4 of 4

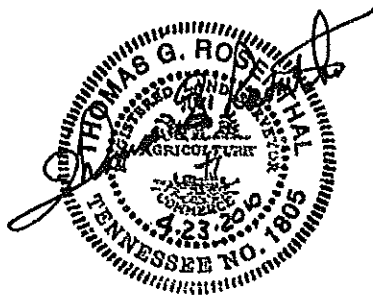
GENERAL NOTES

1. EXISTING ZONING: PRD (PLANNED RESIDENTIAL DEVELOPMENT)
2. SURVEYOR: SITE ENGINEERING CONSULTANTS INC.
850 MIDDLE TENNESSEE BOULEVARD
MURFREESBORO, TENNESSEE 37129
(615) 890-7901
3. SUBJECT PROPERTY IS A PORTION OF PARCEL 57.03, ON PROPERTY MAP 69.
4. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL OF THE UNDERGROUND UTILITIES. UTILITY EASEMENTS ARE SHOWN ON A FINAL PLAT ENTITLED "RIVERBEND PARK TOWNHOMES" SUBDIVISION, AS OF RECORD IN PLAT BOOK 32, PAGE 35, R.O.R.C., TN. THIS SURVEYOR DOES NOT GUARANTEE THAT THE UTILITIES ARE WITHIN THE RECORDED EASEMENTS. AVAILABILITY AND LOCATION OF UTILITIES SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
5. THIS BUILDING LIES WITHIN ZONE 'X', NOT WITHIN A SPECIAL FLOOD HAZARD AREA, AS DEFINED BY F.E.M.A. FLOOD INSURANCE RATE MAP NO. 47149C0145H, EFFECTIVE DATE JANUARY 5, 2007.
6. COMMON SPACE AND OWNERSHIP RIGHTS ARE DEFINED IN THE MASTER DEED FOR THIS DEVELOPMENT, RIVERBEND PARK TOWNHOMES, AS RECORDED IN RECORD BOOK 719, PAGE 3235, REGISTERS OFFICE OF RUTHERFORD COUNTY, TENNESSEE.

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 OR GREATER AS SHOWN HEREON. I ALSO CERTIFY THAT THIS BUILDING HAS BEEN LOCATED IN THE FIELD AND IS IN COMPLIANCE WITH THE APPROVED SITE PLAN.

4-23-2010 Thomas G. Rose
DATE REGISTERED SURVEYOR
TENN. R.L.S. No. 1805 DATE OF FIELD SURVEY: 4-16-10



SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567

Phase 3, Unit Nos. 6, 7, 8, & 9
Riverbend Park Townhomes
CITY OF MURFREESBORO, TENNESSEE
9th CIVIL DISTRICT OF RUTHERFORD COUNTY

PROJ. #
99164

DATE:
4-20-10

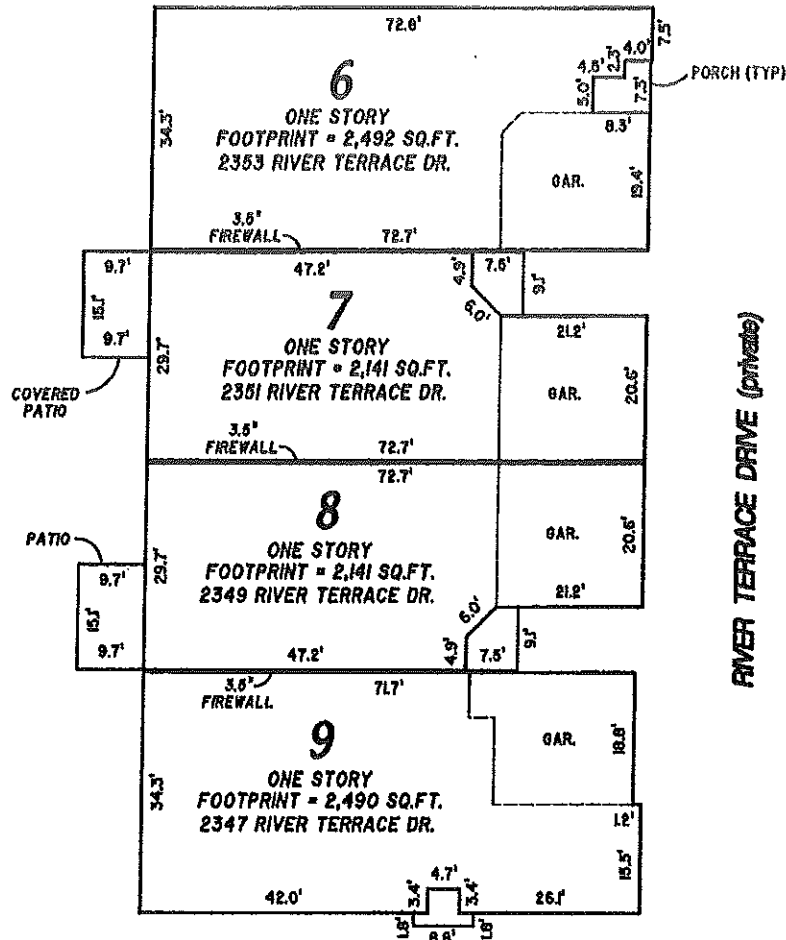
FILE:
RMDA6789

DRAWN BY:
ACAD/JWG

SCALE:
N/A

SHEET
4 OF 4

EXHIBIT "A"
SHEET 3 of 4



FOOTPRINT INCLUDES MAIN BUILDING,
GARAGE, PORCH, AND PATIO.

SITE ENGINEERING CONSULTANTS
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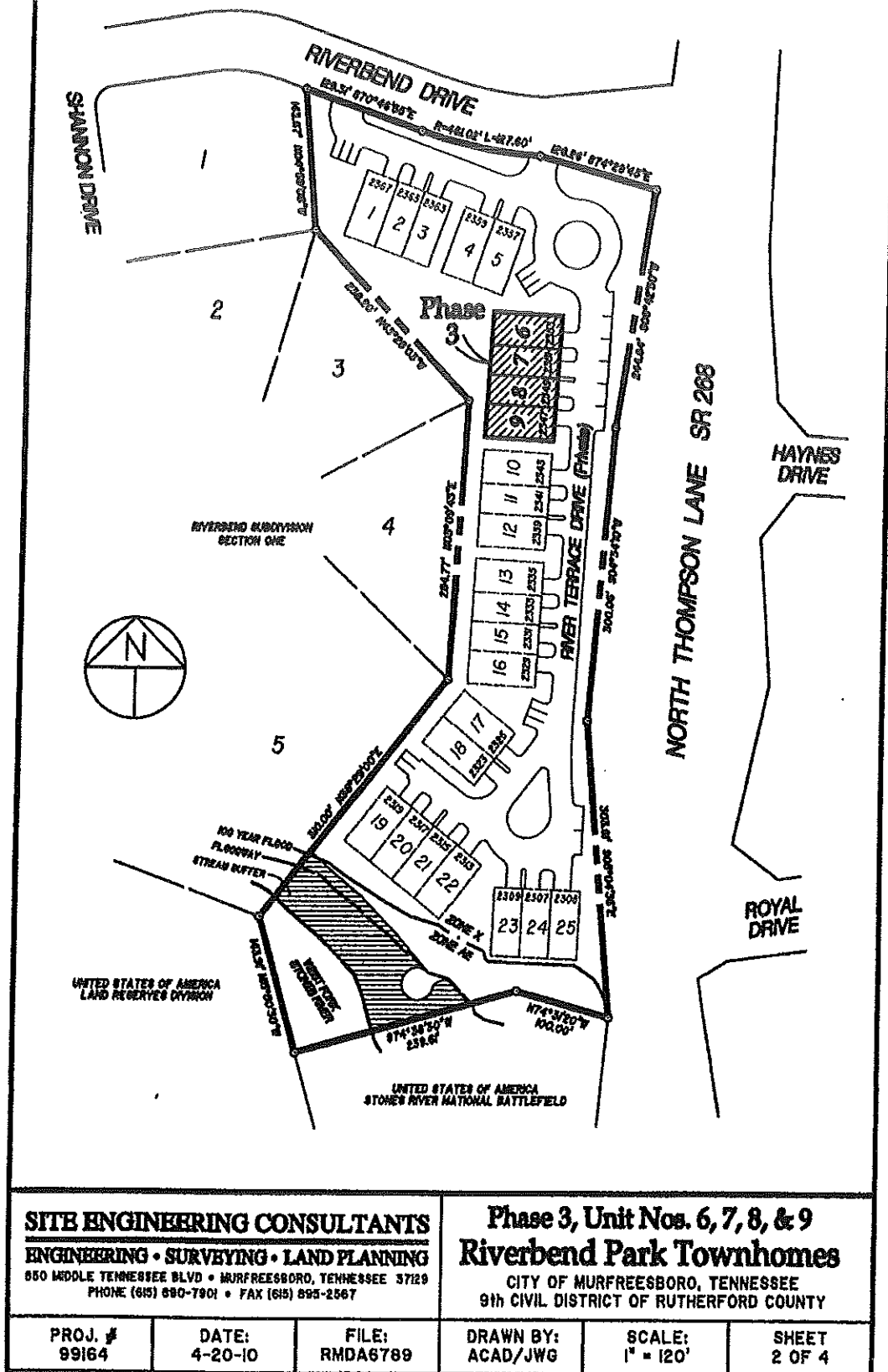
DRAWN BY:
ACAD/JWG

SCALE:
1" = 6'

SHEET
3 OF 4

EXHIBIT "A"

SHEET 2 of 4



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9th CIVIL DISTRICT OF RUTHERFORD COUNTY

PROJ. #
99164

DATE:
4-20-10

FILE:
RMDA6789

DRAWN BY:
ACAD/JWG

SCALE:
1" = 120'

SHEET
2 OF 4