

SECOND AMENDMENT TO MASTER DEED FOR CITY VIEW LOFTS CONDOMINIUMS

THIS SECOND AMENDMENT IS MADE effective upon the date of recording of this instrument in the Register's Office for Davidson County, Tennessee by the City View Lofts Condominium Association, Inc. (the "Association").

WHEREAS, the Master Deed for the Association is of record in Instrument Number: 20020905-0107488, Register's Office for Davidson County, Tennessee (the "Master Deed"); and

WHEREAS, said Master Deed was amended by First Amendment to Master Deed for City View Lofts Condominiums, of record in Instrument Number: 20030826-0123605, Register's Office for Davidson County, Tennessee (the "First Amendment"); and

WHEREAS, the Members of the Association desire to amend said Master Deed in accordance with paragraph 20 of the Master Deed referenced above by a vote of 67% of the Owners, the Development Period, having expired and having obtained consent of 51% of the votes of the Units that are subject to mortgages held by such eligible mortgagees; and that the Secretary of the Association shall certify by Affidavit that all lien holders of record have been notified by certified mail of such amendment; and

WHEREAS, the Members of the Association desire to amend the By-Laws of City View Lofts Condominium Association, Inc., attached to the Master Deed as "Exhibit C", pursuant to Article VI of the By-Laws of City View Lofts Condominium Association, Inc.; and

WHEREAS, at least 67% of the Owners and 51% of the mortgage holders of the Units approved the following amendment:

1. Article V, Section 4. of the By-Laws of City View Lofts Condominium Association, Inc. shall be deleted in its entirety and substituting therefore the following:
 1. Leasing.

In order to preserve the character of City View Lofts Condominiums as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Units shall be governed by the restrictions imposed by this Paragraph. "Leasing" for the purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit by any Person other than the Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute "leasing" hereunder.

(a) Leasing of Units.

- (i) General. Owners desiring to lease their Unit may do so only if they have applied for and received from the Board of Directors a "Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such leasing is in strict accordance with the terms of the permit and this Paragraph. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Paragraph. All Leasing Permits shall be valid only as to a specific Owner of a Unit and shall not be transferable between Units or Owners, but shall be transferable to successors in title to the same Unit.
- (ii) Leasing Permits. The request of a Person who has entered into a binding purchase and sale agreement for a Unit or of an Owner for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than ten percent (10%) of the total number of Units in the Condominium. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (A) the sale or transfer of the Unit to a third party (excluding the sale to a Person who applied for a Leasing Permit in accordance with the above, and sales or transfers to (1) an Owner's spouse, (2) a person cohabitating with the Owner, and (3) a corporation, partnership, company, or legal entity in which the Owner is a principal); (B) if the Leasing Permit was granted to a Person who was not an Owner but had entered into a binding purchase and sale agreement for a Unit, the termination of such agreement for any reason or the failure to close the purchase of the Unit within sixty (60) days of the date that the Leasing Permit was issued; (C) the failure of an Owner of a Unit to lease his or her Unit within sixty days (60) days of the Leasing Permit having been issued; or (D) the failure of an Owner of a

Unit to have his or her Unit leased for any consecutive one hundred eighty (180) day period thereafter. If current Leasing Permits have been issued for more than ten percent (10%) of the total number of Units, no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits falls below ten percent (10%) of the total number of Units in the Condominium. An Owner of a Unit who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to ten percent (10%) or less of the total number of Units in the Condominium.

(iii) Leasing Provisions. Leasing of a Unit that is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(A) Notice. At least twenty (20) days prior to entering into the lease of a Unit, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Master Deed and any rules and regulations adopted pursuant thereto.

(B) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior

written Board approval. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Master Deed, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(C) Special Situation/Hardship.

In order to meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may, upon Application, grant permission to an Owner to lease his/her Unit, on one (1) occasion only, to one or more specified lessees, for a period of not less than six (6) consecutive months and not more than twelve (12) consecutive months. Any Hardship Leases shall not be considered in the computing of whether there exists ten percent (10%) or less of the total number of Units in the Condominium being leased at any particular time.

Applicable Special Hardship Situations shall be limited to the following:

- A. Death of Unit Owner – Rental may be considered during probate period;
- B. Loss of Job or Temporary Job Transfer – Rental may be allowed while Owner is seeking to relocate or is on temporary job assignment more than fifty (50) miles from the Unit;
- C. Owner Illness – Rental may be considered if an Owner becomes ill or disabled and is confined to a Hospital or Nursing Care Facility.

(iv) Liability for Assessments, Use of Common Elements, and Compliance with Master Deed, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Master Deed, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Master Deed, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by

such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Master Deed, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the Bylaws. The fine must be paid by the Owner. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Master Deed, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Tennessee law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Master Deed, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be an assessment and lien against the Unit.

- (2) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.
- (3) Liability for Assessments. When an Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Master Deed as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

- (4) Current Owners at Time of Amendment. Any Unit Owner as of the date of recording of this Amendment, shall be allowed to rent his or her Unit until such time as said Unit Owner's Unit is sold to a Third Party. The Unit Owner's Unit must be sold to said Third Party as a primary residence only, unless said Third Party is able to lease the Unit pursuant to the foregoing percentage availability.

2. All other terms and conditions of the Master Deed not modified or amended herein or by the First Amendment to the Master Deed are affirmed.

IN WITNESS WHEREOF, the undersigned Secretary of the Association certifies that not less than 67% of the Unit Owners have agreed to the Amendment as herein stated, that all lien holders of record have been notified by certified mail of such Amendment and that such mailing is made a part of this Amendment, that this Amendment has not taken place during the Development Period, and that eligible mortgage holders who represent 51% of the votes of the Units that are subject to mortgages held by such eligible mortgagees have approved of this Amendment this ____ day of _____, 2010.

**CITY VIEW LOFTS CONDOMINIUM ASSOCIATION, INC.
a Not-For-Profit Corporation**

By: _____

Name (Printed or typed)

Its: Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

_____, being duly sworn, acknowledged that he/she executed the within instrument for the purposes therein contained in his/her capacity as the Secretary of the City View Lofts Condominium Association, Inc.

Witness my hand and seal this ____ day of _____, 2010.

NOTARY PUBLIC

My Commission Expires: / /