

(The sixth amendment restricts purchasers of units after June, 2004, from renting to third parties. This is the only amendment to the bylaws.)

SIXTH AMENDMENT TO MASTER DEED OF
HERITAGE VILLAGE HOMEOWNERS' ASSOCIATION

THIS SIXTH AMENDMENT IS MADE effective upon the date of recording of this instrument in the Registers Office for Davidson County, Tennessee by the Heritage Village Homeowners' Association (the 'Association').

WHEREAS, the Master Deed for the Association is of record in Book 4758, page 1 79, Register's Office for Davidson County, Tennessee (the "Master Deed"); and

WHEREAS, said Master Deed was amended by First Amendment to Master Deed, of record in Book 4808, page 829, Register's Office for Davidson County, Tennessee (the "First Amendment"); and

WHEREAS, said Master Deed was further amended by instrument incorrectly identified as "First" Amendment to Master Deed, of record in book 5102, page 383, in the Register's Office for Davidson County, Tennessee (the "Second Amendment"); and

WHEREAS, said Master Deed was further amended by Third Amendment to Master Deed, of record in Book 6380, page 989, Register's Office for Davidson County, Tennessee, (the "Third Amendment"); and

WHEREAS, said Master Deed was further supplemented and amended by instrument of record in Book 6484, page 287, Register's Office for Davidson County, Tennessee, (the "Fourth Amendment"); and

WHEREAS, said Master Deed was last amended by instrument of record in Book 9654, page 906, Register's Office for Davidson County, Tennessee, (the "Fifth Amendment"); and

WHEREAS, the Members of the Association desire to amend said Master Deed in accordance with paragraph 20 of the Fourth Amendment to Master Deed referenced above by a vote of 75% of the owners; and that the Secretary of the Association shall certify by Affidavit that she has notified all lien holders of record by certified mail of such amendment; and

WHEREAS, at least 75% of the owners approved the following amendment:

1. Paragraph 18 of the Supplement and Amendment ("Fourth Amendment") to the Master Deed of Heritage Village Condominiums is amended by deleting Paragraph 18 in its entirety and substituting therefore the following:

18. Subject to the provisions of the By-Laws, no part of the property may be used for purposes other than housing and related common purposes for which the property was designed and as allowed by municipal zoning laws. Each Unit, or any two or more adjoining Units used together, shall be used as a residence or such other use permitted by this Master Deed, and for no other purposes except that professional and quasi-professional people may use their residence (not in violation of Municipal Zoning Laws) as an ancillary or secondary facility to an office established elsewhere. No Unit may be offered by its owner to the public at large for temporary transient accommodations, nor shall any Unit Owner lease his Unit to any third party. 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. Thereafter, that unit must be sold to that third party as a primary residence only. The foregoing restrictions as to residence use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

The common elements shall be used only by Unit Owners and their agents, servants, family members, customers, invitees and licensees for access, ingress to and egress from, the respective Units and for such other purposes incidental to use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time affecting any part of all of said Common Elements.

2. All other terms and conditions of the Supplemental and Amendment ("Fourth Amendment") to the Master Deed not modified or amended herein are affirmed.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association execute this Sixth Amendment to the Master Deed of Heritage Village Condominiums this 11th day of June 2004.

HERITAGE VILLAGE HOMEOWNERS' ASSOCIATION, a Not-For-Profit Corporation