

**EXHIBIT B
TO MASTER DEED
OF
LINCOLN SQUARE**

**BY-LAWS
OF
LINCOLN SQUARE**

ARTICLE I

LOCATION

The development to be administered under these By-Laws shall be located in Franklin, Williamson County, Tennessee, and more particularly as shown on the Plan of Lincoln Square Lot One Phase "A" which is attached to the Master Deed of Lincoln Square as Exhibit A (hereinafter referred to as the "Development" or "Project"), 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 employees, or any other persons who might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws. The acquisition or rental of any of the lots of the project 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 lot and binding on

each successive co-owner, lessee or mortgagee of each lot in the condominium project, including any lots annexed under this condominium regime in accordance with the Mater Deed submitted simultaneously herewith.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each lot owner of 1,000 square feet or less of ground floor space shall have one vote. Each lot owner having more than 1,000 square feet of ground floor space shall have one vote plus one-tenth (1/10th) of a vote for each 100 square feet beyond 1,000 square feet of ground floor space. Owners of units not located on the ground floor shall have their votes calculated in the same manner by square footage on the main floor of such unit.

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 lots will constitute the Association who will have the responsibility of administering the project, approving the annual budget, establishing and collecting assessments and arranging for the management of the project.

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 lot 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 the principal office of the project or 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 second Monday of January, unless a holiday, and then on the following Tuesday, of each succeeding year. 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 the project and the common areas and facilities and the limited common areas and facilities.
- (b) Collection of assessments from the co-owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the limited common areas and facilities.

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.

Until the first meeting of Directors, Bob Parks shall be charged with the responsibility of directing the affairs of the Association and in so doing may appoint up to a maximum of three (3) owners to serve in an advisory capacity.

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 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 whole 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, telephone, or telegraph, 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, telephone, or telegraph, 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 and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall 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 co-owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The co-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 Development 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 Development. It is also intended that the liability of any co-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 co-owners in the common elements. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Development shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the Association of co-owners and shall have no personal liability

thereunder (except as co-owners), and that each co-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 co-owners in the common elements.

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 LOT 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 for the Development, determine the amount of the common charges payable by the co-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 co-owners according to the relationship that each unit's square feet of first floor area bears to the

total square feet of first floor area in all units as a general rule, but the Board of Directors is not bound to make such allocation with respect to charges that would be unfairly allocated on such basis. The allocations shall be applied uniformly to all owners of like situations. 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 of the Development, 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 co-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, and shall furnish copies of each budget on which such common charges are based, to all co-owners and their mortgagees.

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, air conditioners, sanitary installations, doors, windows and all other accessories belonging to the unit area shall be at the owner's expenses.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Units and Internal Changes.

(a) All units shall be utilized for business purposes and within the zoning uses as defined by the local governmental body.

(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 building, whether the owner is present at the time or not.

Section 5. Rules of Conduct.

(a) Grantor shall have the right and does hereby reserve to itself an easement over the property to construct and maintain any sign for its business; however, no owner shall post any signs, advertisements or posters of any kind in or on the project except as authorized by the Association or Grantor.

(b) No owner shall throw garbage or trash outside the disposal installations provided for such purposes in service areas.

(c) Owners agree to abide by the reasonable regulations of the Board of Directors which shall from time to time be promulgated.

(d) No owner or lessee shall install wiring for electrical or telephone installations, television antennas, machines, or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE VIII

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least sixty-six and sixty-seven hundredths (66.67%) percent of the total voting power of all lots in the project as shown in the Master Deed.

Section 2. Voting Power. Voting power of the lot owners may be amended by amendment to these By-Laws, and such amendment shall be controlling over the provisions of said Master Deed.

ARTICLE IX

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his lot and unit shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE X

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of the State of Tennessee.

In case any of these By-Laws conflict with the provisions of said statute or the Master Deed, it is hereby agreed and accepted that the provisions of the statute or of the Master Deed will apply, except as herein specifically referred to on matters concerning the Master Deed.

ARTICLE XI

SCHEDULE OF VOTES AND PERCENTAGES OF COMMON ELEMENTS

(RESERVED)

THE UNDERSIGNED hereby declares these By-Laws as governing provisions of the Lincoln Square Owners' Association of Franklin and consents to all obligations imposed on the undersigned.

ParkTrust Development, LLC

By. 

Bob Parks, Chief Manager

State of Tennessee, County of WILLIAMS:
Received for record the 29 day of
MAY 2001 at 1:45 PM. (RECI 419176)
Recorded in official records
Book: 2186 pages 86-118
Notebook: 67 Page 48
State Tax \$.00 Clerks Fee \$.00,
Recording \$134.00, Total \$ 134.00,
Register of Deeds SABIE WARE
Deputy Register JESSICA KANGRUM