

Prepared by:
Bobbie M. Phillips
Attorney at Law
130 Hillcrest Drive
Clarksville, TN 37043

USA
See amendment to Master Deed
See Deed Book 298 Page 492
See amendment to Master Deed
See Book 302 Page 644

MASTER DEED

RIVERFRONT PLANTATION CONDOMINIUMS

THIS MASTER DEED executed as of the 13th day of
November, 1998, by Fulton Combs and wife, Lynn Hudson Combs,
(hereinafter DEVELOPER) Witnesseth:

DEVELOPER is the owner of certain realty situated in the City of Dover, 7th
Civil District, Stewart County, Tennessee, and described as follows:

Beginning at an iron pin located in the southeast corner of the Fort Donelson Military Park Cemetery thence with the east line of the Fort Donelson Military Park Cemetery North 05 deg. 23 min. 37 sec. east 179.2 feet to an iron pin; thence north 04 deg. 49 min. 54 sec. east 158.8 feet to an iron pin; thence north 05 deg. 44 min. 44 sec. east 157.8 feet to an iron pin; thence north 05 deg. 20 min. 30 sec. east 160.0 feet to an iron pin; thence north 03 deg. 58 min. 28 sec. east 157.5 feet to an iron pin; thence north 04 deg. 46 min. 27 sec. east 241.6 feet to an iron pin located in the northeast corner of the Fort Donelson Military Park Cemetery said iron pin being located on the southerly bank of the Cumberland River at an elevation of 369 feet; thence with the southerly bank of the Cumberland River south 66 deg. 18 min. 37 sec. east 177.4 feet to an iron pin; thence leaving the southerly bank of the Cumberland River south 04 deg. 35 min. 37 sec. west 57.4 feet to an iron pin; thence with the west line of Rose Drive on a curve to the left, said curve having a chord bearing of 70.0 feet, a delta of 88 deg. 51 min. 14 sec., a radius of 50.0 feet, and a length of 77.5 feet to an iron pin; thence south 05 deg. 02 min. 29 sec. west 76.9 feet to an iron pin; thence south 05 deg. 02 min. 29 sec. west 158.5 feet to an iron pin; thence south 05 deg. 02 min. 29 sec. west 159.0 feet to an iron pin; thence south 05 deg. 02 min. 29 sec. west 157.4 feet to an iron pin; thence south 05 deg. 02 min. 29 sec. west 158.8 feet to an iron pin; thence south 09 deg. 21 min. 15 sec. west 185.9 feet to an iron pin; thence leaving the west line of Rose Drive north 84 deg. 22 min. 01 sec. west 100.7 feet to the point of beginning all according to a survey dated November 1, 1997, by David H. Hansard TRLS No. 1449.

The above described real estate is a **portion** of the real estate conveyed to Fulton Combs and wife, Lynn Hudson Combs, by deed of record in Deed Book 268, Page 647, in the Register's Office for Stewart County, Tennessee.

This realty is a portion of the realty identified by the Assessor of

may be incorporated into the overall development as hereinafter referenced.

The initial phase of the condominium development is as shown, on a reduced scale, on Exhibit 1 attached hereto and incorporated herein by reference. One four-unit Building is to be constructed on each Lot shown on Exhibit 1. The front and rear elevation view of each Building is shown on Exhibit 2. The floor plan for each Building is shown on Exhibit 3. The floor plans of Units A through D in each Building are shown on Exhibits 4A, 4B, 4C, and 4D.

DEVELOPER has constructed and is in the process of constructing certain units and other improvements on the realty, as shown on the attached Exhibits and desires to submit same to a HORIZONTAL PROPERTY REGIME (hereinafter REGIME).

DEVELOPER intends to sell to various purchasers the fee title to individual units, together with an undivided percentage ownership interest in Common Elements, subject to the covenants, conditions, restrictions, limitations and easements as herein set forth.

DEVELOPER anticipates that the REGIME hereby created and the Property submitted hereto is the initial phase of a larger REGIME which ultimately may come into existence. Accordingly, DEVELOPER desires to reserve the right to expand the REGIME to include an additional phase or phases to the end that there is but one REGIME consisting of all phases now and hereinafter committed, all as particularly set forth herein.

NOW THEREFORE, the DEVELOPER does hereby publish and declare that all the Property as the terms herein do define is herewith committed to the HORIZONTAL PROPERTY REGIME pursuant to Tennessee Horizontal Property Act, Tennessee Code Annotated, Section 66-27-101, et seq, as now or hereafter amended, and hereinafter referred to as "THE ACT," and from this date shall be held, converted, hypothecated, encumbered, leased, rented, used, occupied and improved subject solely to the provisions of THE ACT and to the following covenants,

conditions, restrictions, uses, limitations and obligations contained herein, and in the By-Laws and Plat, all of which are declared and agreed to be covenants, running with and burdening the Property herein described, binding upon and benefiting the DEVELOPER, its successors and assigns, and any present or future Owner of all or any interest in the property, and their respective grantees, successors, heirs, executors, administrators and other personal representatives, devisees and assigns.

(1) Definitions. Certain terms as used in this Master Deed, Plat and the By-Laws attached hereto and made a part hereof shall be defined as follows, unless the context clearly indicates otherwise:

(a) "Additional Land" shall mean real property that may hereafter be added to the RIVERFRONT PLANTATION CONDOMINIUMS development project upon which additional Units and Common Elements and Limited Common Elements may be created subsequent to the submission of THE ACT of the Property hereinabove described.

(b) "Base Area" shall be the area devoted to each unit for the purpose of establishing the undivided percentage interest in the Common Elements appurtenant to such Unit, and the Limited Common Elements appurtenant to such Unit. The Base Area is the square footage assigned to each Unit as shown by the aforesaid Plat and as set forth herein. Minor variations of such square footage when actually constructed shall not be sufficient to deviate such percentages. Substantially identical Units shall be assigned the same area value. The area value shall not be deemed to reflect or control the sales price or the fair market value of any Unit, nor shall the same affect the Base Area of any Unit or the undivided interest in the Common Elements, voting rights in the Owners' Association, liability for common expenses or rights to common profits assigned on the basis thereof. This Base Area method shall be the means of arriving the undivided percentage interest in the Common Elements and the Limited Common Elements to be assigned or reassigned to each Unit, which shall be accomplished by taking the Base Area of each Unit in

the Council of Owners established and elected pursuant to the By-Laws.

(d) "Building" or "Buildings" shall mean a structure or the several structures, as the case may be, containing the Units. Use of the singular shall include the plural and use of the plural shall include the singular.

(e) "By-Laws" shall mean the By-Laws of RIVERFRONT PLANTATION CONDOMINIUMS, INC., recorded contemporaneously herewith in the Register's Office of Stewart County, Tennessee, and designated "By-Laws of RIVERFRONT PLANTATION CONDOMINIUMS, INC.," which shall govern the administration of the Property submitted to this HORIZONTAL PROPERTY REGIME.

(f) "Common Elements" shall be divided into General Common Elements and Limited Common Elements as those terms are hereinafter defined.

(g) "Common Expense" shall mean and include:

(1) The expenses of administration, maintenance, repairs and replacement of the Common Elements; and

(2) Expenses agreed upon as Common Expenses by the Council of Owners; and

(3) Expenses declared Common Expenses by the provisions of THE ACT or by this Master Deed or the By-Laws; and

(4) All other sums assessed by the Board of Directors pursuant to the provisions of THE ACT, the Master Deed or the By-Laws; and

(5) Limited Common Element expenses shall be those as hereinafter set forth.

(h) "Condominium" shall include the entire estate in the Property owned by an Owner, including an undivided interest in the Common Elements and fee simple ownership of that Owner's "Apartment" as that term is defined in THE ACT.

(i) "Council of Owner," or "Council of Co-Owners," or "Council," shall mean all of the Owners acting as a group in accordance with THE ACT, Master Deed and By-Laws.

(j) "Expandable Regime" shall mean this Regime to which Additional Land may be added and upon which additional Units and Common Elements may be created subsequent to the submission to THE ACT of the Property comprising the initial phase, all in accordance with the provisions of this Master Deed and THE ACT.

(k) "General Common Elements" shall mean and include all of the Property not contained within the cubic boundaries of any Unit, including but not by way of limitation: roofs, foundations, pipes, ducts, flues, chutes, floors, ceilings, conduits, wires and other utility installations to the outlets: bearing walls, perimeter walls, columns and girders, to the undecorated and/or unfinished interior surfaces thereof, regardless of location and whether interior or exterior; windows and window frames, doors and door frames and trim, except the interior surfaces thereof; hallways, lobbies, stairways, walkways, gardens, recreational areas and facilities which are now or hereafter contained within the Property and are not designated as Limited Common Elements; all installations of, and wires, pipes, ducts, flues and conduits for power, lights, gas, hot and cold water and sewage existing for common use and all other parts of the Property necessary or convenient to its existence, maintenance and safety and all areas and facilities designated as General Common Elements herein and in the Plat and THE ACT.

(l) "Institutional Lender" shall mean a commercial bank, savings bank, life insurance company, real estate investment trust, savings and loan association or an Owner who upon sale of his Condominium, secures all or part of the purchase price by a mortgage, deed of trust or lien retained on his Condominium.

(m) "Land" shall mean the real property described in Paragraph 1 of this Master deed.

(n) "Limited Common Elements" shall mean and shall include all

of certain Units to the exclusion of other Units. Each Owner, by accepting a deed to his Unit, agrees to the designation of Limited Common Elements herein and in the Plat.

(o) "Manager" shall mean the person or firm designated by the Board of Directors to manage the affairs of the Property.

(p) "Master Deed" shall mean this document submitting the Property to this REGIME, and all supplements hereto when recorded.

(q) "Mortgage" shall mean a Deed of Trust or Lien Retained Deed, as well as a Mortgage.

(r) "Mortgagee" shall mean a beneficiary under or holder of a Deed of Trust, as well as a holder of a Mortgage or a Note secured by a Lien Retained.

(s) "Owner" shall mean "Co-Owner" as defined in THE ACT which includes a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium or Condominiums within the Property.

(t) "Plat" shall mean the Plat of RIVERFRONT PLANTATION CONDOMINIUMS, INC. attached hereto and incorporated herein as Exhibit 1, and any future revisions or supplements to such Plat when adopted. In interpreting the Plat or any deed or other instrument affecting a building or Unit, the boundaries of the building or Unit constructed or reconstructed in substantial accordance with the Plat shall be conclusively presumed to be the actual boundaries rather than the description expressed in the Plat, regardless of the settling or lateral movement of the building and regardless of minor variances between boundaries shown on the Plat and those of the building or Unit.

(u) "Property" shall mean the entire tract of real/described aboveherein, and shown on the aforesaid Plat of RIVERFRONT PLANTATION CONDOMINIUMS, INC., all improvements and structures now or hereafter to be located thereon, including without limitation all Buildings and Units; all easements,

rights and appurtenances belonging thereunto and all personal property intended for common use in connection therewith.

(v) "Record" or "to record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

(w) "Unit" shall mean Apartment as defined in THE ACT, but shall not include Common Elements. The boundary lines of each Unit shall be the undecorated and/or unfinished interior surface of its perimeter walls, lowermost floors and uppermost ceilings and the interior surfaces of the doors and door frames, window and window frames and trim. Each Unit shall include both the portions of the Building within such cubic boundary lines and the space so encompassed, excluding therefrom, however, all spaces and improvements lying beneath the undecorated and/or unfinished interior surfaces of all interior bearing walls and/or bearing partitions, columns and girders, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility or other services to other Units and/or the Common Elements. If any chutes, flues, ducts, conduits, wires, bearing wall, bearing columns, or any other apparatus lie partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portion of the Common Elements shall be deemed a part of the Common Elements.

(2) Ownership of Units and Appurtenant Percentage Interest in Common Elements. Each Unit shall be conveyed and treated as an individual property capable of independent use and fee simple ownership. The Owner or Owners of each Unit shall own, as an appurtenance to such Unit, an undivided interest in the Common Elements expressed in percentages and shall have the exclusive use of the Limited Common Elements designated in the Plat as appurtenant to such Unit. Such percentages of undivided interests have been computed utilizing the Base Area

expansion as set forth in Paragraph 3 hereinafter set forth. Except as cited hereinafter, the percentage of undivided interest in the Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Owners of all of the Condominiums expressed in an amendment to this Master Deed duly executed by all such Owners and recorded.

(3) Expandable REGIME. The DEVELOPER hereby reserves the right to expand RIVERFRONT PLANTATION CONDOMINIUMS to include additional Units, Limited Common Elements, and/or General Common Elements upon Additional Land hereinafter described, at such time, and in such proportions and phases, as the DEVELOPER may deem expedient, provided the DEVELOPER'S right of expansion shall be limited to expansion encompassed in supplements to this Master Deed and Plat recorded prior to January 1, 2009. Notwithstanding any provision of THE ACT which might be construed to the contrary, DEVELOPER shall not be required to expand RIVERFRONT PLANTATION CONDOMINIUMS, or to add all or any portion of such Additional Lands thereto, nor shall the exercise of such Right to Expand be predicated upon DEVELOPER'S first obtaining the consent or vote of any Unit Owner or Owners.

The Additional Land which may, at the option of the DEVELOPER, be made a part of the Expandable REGIME, is located in the City of Dover, Stewart County, Tennessee, and adjacent to and south of the above-described realty, the same being realty conveyed to the DEVELOPER by deed of record in Book 268, Page 647, in the Register's Office of Stewart County, Tennessee.

DEVELOPER reserves the right to create Convertible Land within any portion of the Additional Land which may be made a part of the Expanded REGIME and to convey same in accordance with the provisions hereinafter set forth, provided appropriate supplements to this Master Deed and the Plat are filed and construction is commenced within the time frame set forth herein. The Master Deed is not intended,

and should not be deemed, to constitute any lien, encumbrance, restriction or limitation upon any of the Additional Lands described herein.

4. Supplemental Master Deeds and Plats.

(a) Expansion may be accomplished by the filing for record in the Office of the Register of Stewart County, Tennessee, from time to time, but no later than January 1, 2009, of a Supplement or Supplements to this Master Deed containing a legal description of the site or sites for new Units, together with a Supplemental Plat or Plats containing the same information with respect to the new Units and the Common Elements as was required and set forth in this Master Deed and Plat with respect to the Units and Common Elements herewith submitted. Expansion may be accomplished in phases by successive supplements or in one supplemental expansion, and RIVERFRONT PLANTATION CONDOMINIUMS shall be deemed expanded, effective immediately, upon such recordation. Notwithstanding the foregoing, the DEVELOPER shall have the right at any time prior to January 1, 2009, to record a final supplemental Plat, upon completion of all construction on the Additional Land solely for the purpose of consolidating previous plats and adequately describing the General Common Elements and the Limited Common Elements designated as set forth aboveherein.

(b) All Additional Land, Units and Common Elements added shall be subject to the terms, conditions and restrictions and entitled to the rights, benefits and privileges of this Master Deed and Plat and all Supplements respectively thereto, and RIVERFRONT PLANTATION CONDOMINIUMS, as expanded from time to time, shall at all times constitute one and only one REGIME under this Master Deed and THE ACT.

(c) Each deed of a Unit shall be deemed to irrevocably reserve to the DEVELOPER the power to adjust the undivided percentage interest in the Common Elements previously assigned to each Unit and to appoint and reappoint to each such Unit and to all other Units, from time to time, the adjusted undivided percentage

coupled with an interest is hereby granted to the DEVELOPER, his successors and assigns, to adjust percentage interests in the Common Elements assigned to each Unit solely for the purpose of expansion and to appoint percentage interest to new Units added in accordance with the provisions of this Master Deed, and each deed of a Unit of RIVERFRONT PLANTATION CONDOMINIUMS shall be deemed to grant such power to DEVELOPER, or his successors and assigns, as attorney in fact. The undivided percentage interest in the Common Elements to be assigned or reassigned to each Unit shall be computed upon the expansion, utilizing the Base Area method, so that the total undivided percentage interest in the Common Elements assigned to all Units in RIVERFRONT PLANTATION CONDOMINIUMS will, upon such expansion, continue to equal 100%. To this end, the Base Area previously assigned to a Unit may be adjusted by the DEVELOPER upon such expansion so that the Base Area of existing Units and/or Units thereby added will bear reasonable relationship to each other. Notwithstanding anything to the contrary herein, no further change in the undivided percentage interest in the Common Elements may be effected by DEVELOPER, his successors or assigns, after January 1, 2009.

Upon recordation of each Supplemental Master Deed with Exhibits thereto and/or Supplemental Plat incident to any expansion, the revised schedule of undivided percentage interest in the Common Elements set forth therein shall automatically become effective for all purposes and shall fully supersede any similar schedule which was contained in any prior Master Deed, Supplemental Master Deed, Plat or Supplemental Plat associated with any prior phase.

(d) Reservation of Easement to Facilitate Conversion, Expansion and Completion. DEVELOPER reserves transferable easements in, on, over, across, through and under the General Common Elements on the Land, and Additional Lands hereafter added, for the purpose of making improvements on the Land and Additional Lands pursuant to the Expansion provisions of this Master Deed and for the purpose of doing all things reasonably necessary and proper in connection therewith and in

connection with completion of each phase, including without limitation, this initial phase of RIVERFRONT PLANTATION CONDOMINIUMS.

(5) Designation and Re-Designation of Limited Common Elements. With respect to each Unit now or hereafter built in RIVERFRONT PLANTATION CONDOMINIUMS, as now existing or hereafter expanded, DEVELOPER reserves the right to designate and re-designate Limited Common Elements as appurtenant to such Unit, until such time as a Deed from DEVELOPER to the first Purchaser of such Unit is recorded, and for such purposes DEVELOPER reserves the right to convert General Common Elements into Limited Common Elements and to re-designate Limited Common Elements as General Common Elements provided. DEVELOPER shall first amend any Plat of such Unit previously recorded and, if necessary, the Master Deed, to effect such designations and re-designation; and provided further that this right shall be confined to garages and to areas within and/or immediately adjacent to the building housing each such Unit and in no event shall this paragraph confer upon DEVELOPER the right to alter Limited Common Elements assigned to previously deeded Units.

(6) Restriction against further subdividing of Units and Separate Conveyance of Appurtenant Common Elements, etc. No unit may be divided or subdivided into a smaller Unit or smaller Units than as shown on the Plat attached hereto (Exhibit 3), nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit, except that if a Unit owner acquires an adjoining Unit, then such Unit owner shall have the right to remove all or any part of the any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion or any bearing wall or bearing column is weakened or removed and no portion of any Common Element other than that partition is damaged, destroyed or endangered. Such combination of Units and/or such creation of doorways or other apertures shall not be deemed a combination of Units or an alteration of boundaries and each Unit

conveyed, devised, encumbered or otherwise dealt with separately from said Unit and the undivided interest in Common Elements appurtenant to each Unit shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Unit. Any instrument conveying, devising, encumbering, or otherwise dealing with any Unit, which describes said Unit by the Unit numerical designation assigned thereto in the Plat, shall be deemed and construed to affect the Unit and its appurtenant undivided interest in the Common Elements. The description in any instrument conveying, devising, encumbering or otherwise dealing with any Unit and describing the Unit by its Unit numerical designation and identifying this Master Deed shall be deemed to include any and all amendments and supplements to this Master Deed and to the Plat (Exhibits 1, 2, 3, 4A, 4B, 4C, and 4D) and By-Laws herein identified, and it shall not be necessary for such description specifically or generally to refer to any such amendment or supplement. Nothing herein contained shall be construed as limiting or preventing ownership of any Unit and its appurtenant undivided interest in the Common Elements by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

(7) Restriction against leasing Units. The Units in RIVERFRONT PLANTATION CONDOMINIUMS shall be occupied by the Owner thereof as the Owner's private family residence. Units shall not be leased, rented or used as accommodations for business guests.

(8) Amendment.

(a) Except as provided below and except as prohibited by THE ACT, the provisions of this Master Deed may be amended only by an instrument in writing signed and acknowledged by Owners who own undivided percentage interests of not less than 66-2/3% of RIVERFRONT PLANTATION CONDOMINIUMS, INC., which amendment shall be effective upon recordation.

(b) DEVELOPER is hereby vested with the right to amend and supplement this Master Deed and the Plat as may be reasonably necessary or desirable to facilitate the practical, technical, administrative, or functional integration of this initial phase or of any subsequent phase into RIVERFRONT PLANTATION CONDOMINIUMS.

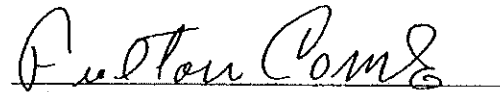
(c) Each additional phase that is added to RIVERFRONT PLANTATION CONDOMINIUMS by the Supplemental Master Deed, Supplemental Plat, shall, in the manner detailed herein, supplement and amend all instruments relating to all phases previously included in such condominium.

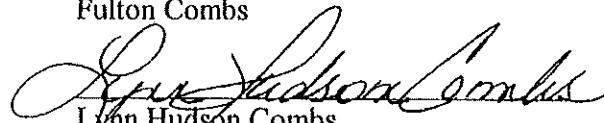
(d) Except to the extent expressly permitted or expressly required by other provisions of this Master Deed, the By-Laws and/or THE ACT, no amendment to this condominium instrument shall change the boundaries of any Unit, the undivided interest in the Common Elements appertaining thereunto, the liability for the Common Expenses or rights of common profits pertinent thereto or the number of votes in the Council of Owners appertaining thereto.

(9) Law Controlling. This Master Deed, Plat and the By-Laws attached hereto shall be construed under and controlled by the laws of the State of Tennessee.

(10) Effective Date. This Master Deed, together with Exhibits thereto and By-Laws, shall be effective upon recordation.

IN WITNESS WHEREOF we have set our hands on this the 13 day of November, 1998.


Fulton Combs


Lynn Hudson Combs

STATE OF TENNESSEE
COUNTY OF STEWART

PERSONALLY appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Fulton Combs and wife, Lynn Hudson Combs**, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 13th day of November,



Melody J. Bowen
Notary Public

My Commission Expires: 11/22/2001

STATE OF TENNESSEE, STEWART COUNTY

This instrument was filed November 13, 1998
Time 1:27 P.M. and recorded in Deed book 298
Page 310-330. State Tax Paid \$ -0- Fee 1.00,
Rec. Fee 84.00 Total 86.00 file Book 0 Page 16
Stewart County Register of Deeds RUTH MATHIS
Receipt No. 55733

Riverfront Plantation

Section A, lots 1-6

7th Civil District

Stewart County, Tennessee

Ref: Deed Book 268, page 647, R.O.S.C.

November 1, 1997

A small portion of lot - 1 of the subdivision is in a MOD Flood Zone and in the flood easement for Barkley Lake, but all proposed structures are above said flood/floodage areas.

I certify that this plat represents a category II survey; that it is correct to the best of my knowledge and belief; and that the adjusted error of closure was 1 : 7500 or better.

David H. Honsard

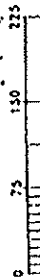
David H. Honsard, RLS # 1449



Vicinity Map

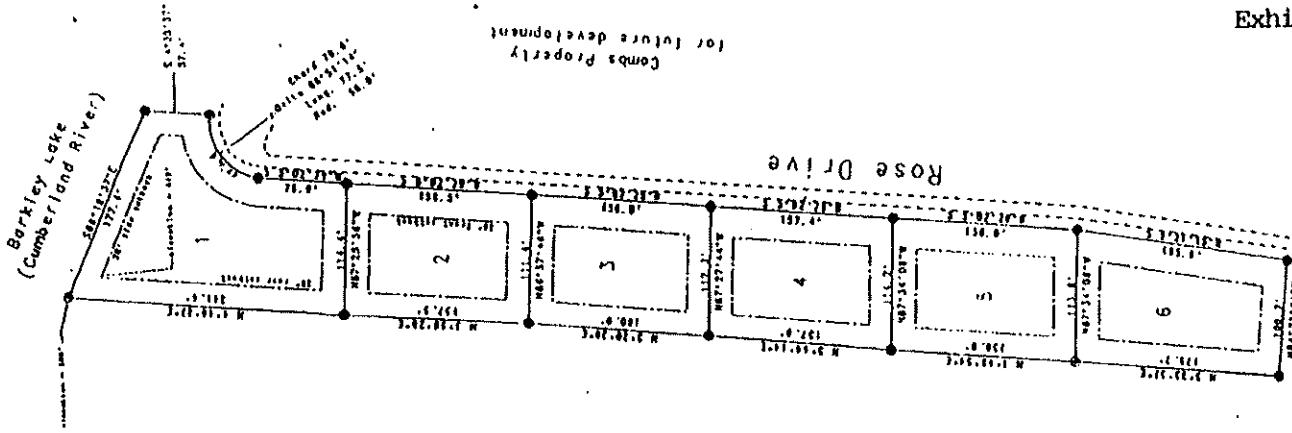


magnetic 09/97
 ● iron pin set
 ● concrete monument found



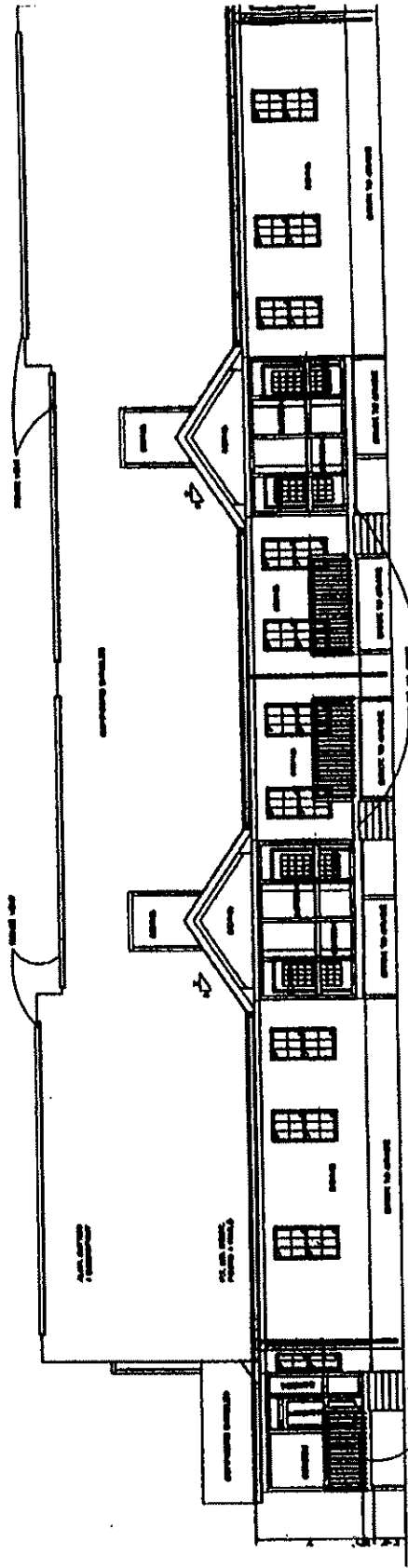
Honsard Surveying
 2144 Leatherwood Road
 Stewart County, Tennessee 37175
 Phone: 615-232-8053
 Fax: 615-232-8054

This property has been zoned R-3.
 This subdivision has been designed to comply with
 the subdivision regulations for The Town of Dover.

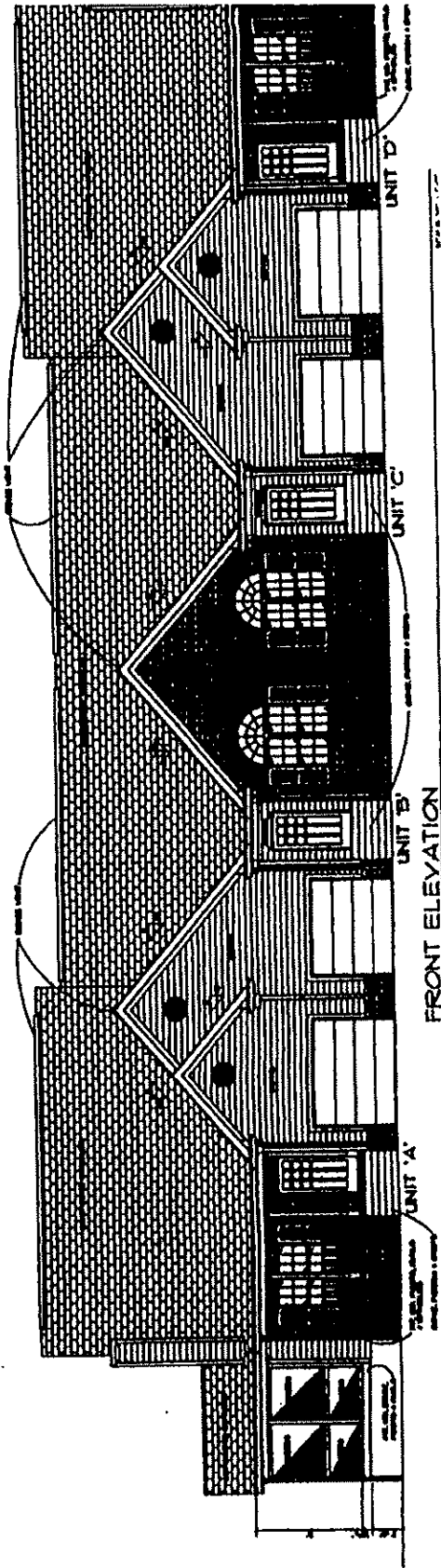


Fort Donelson Military Park / Cemetery

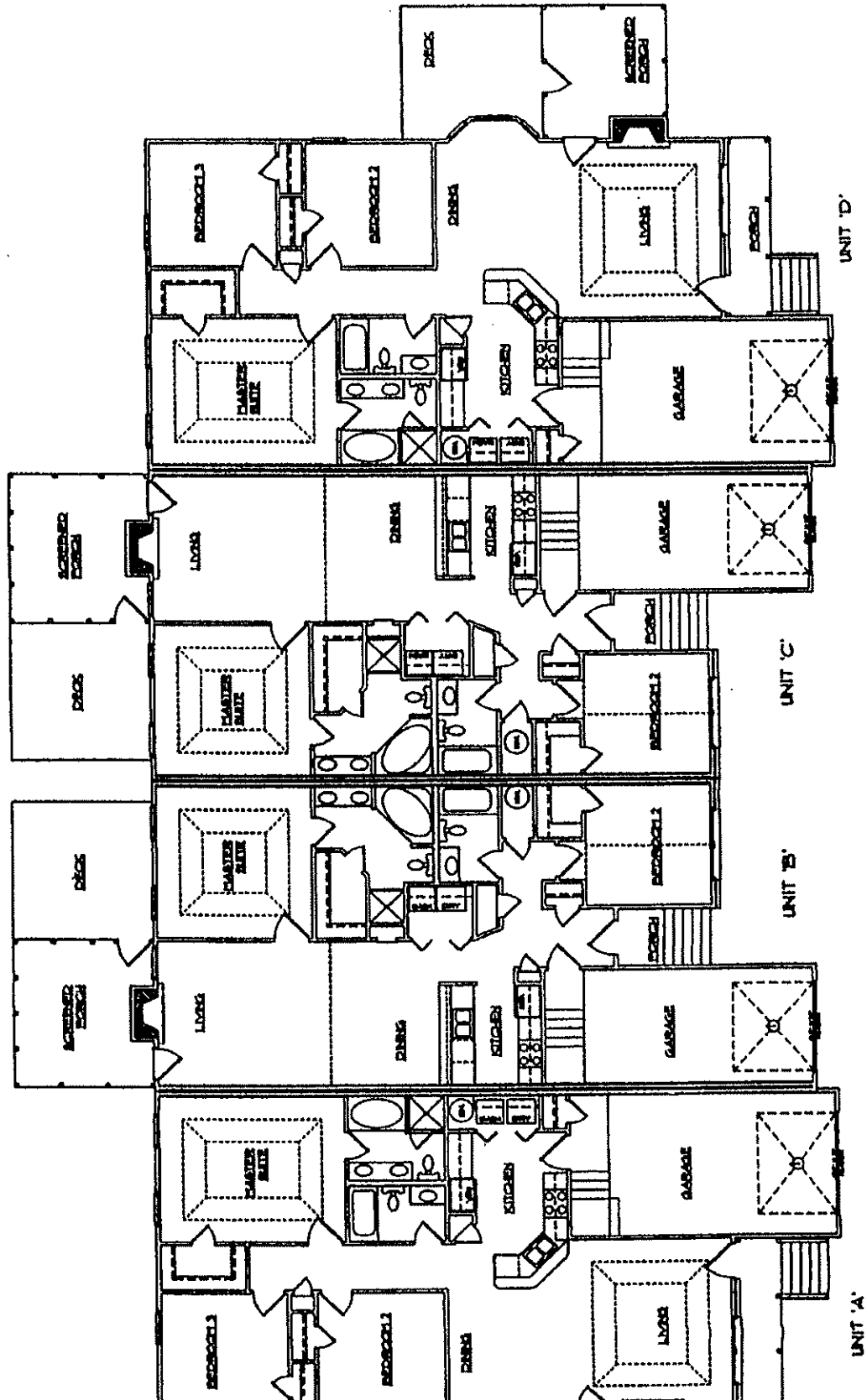
Combs Property for future development



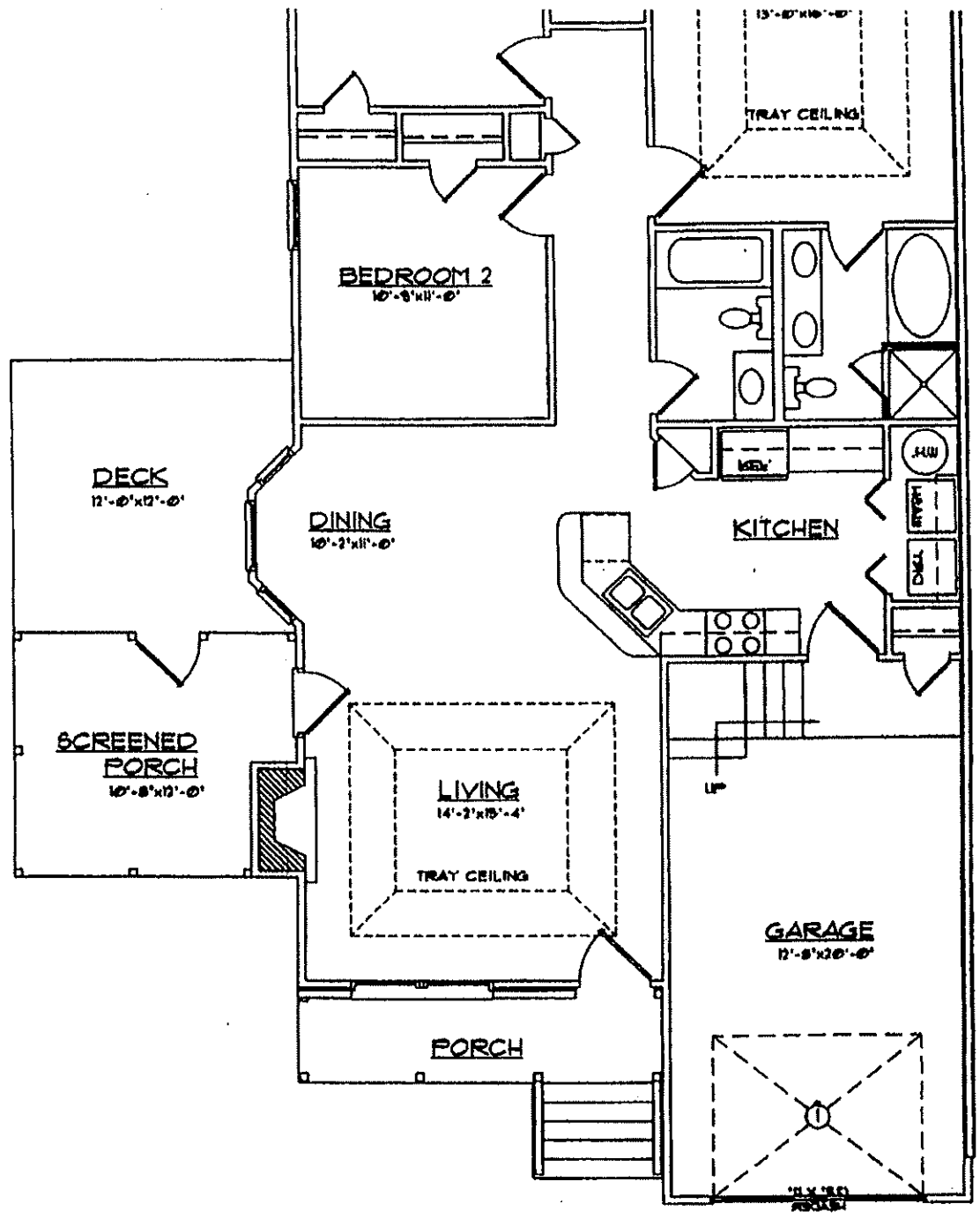
REAR ELEVATION



FRONT ELEVATION

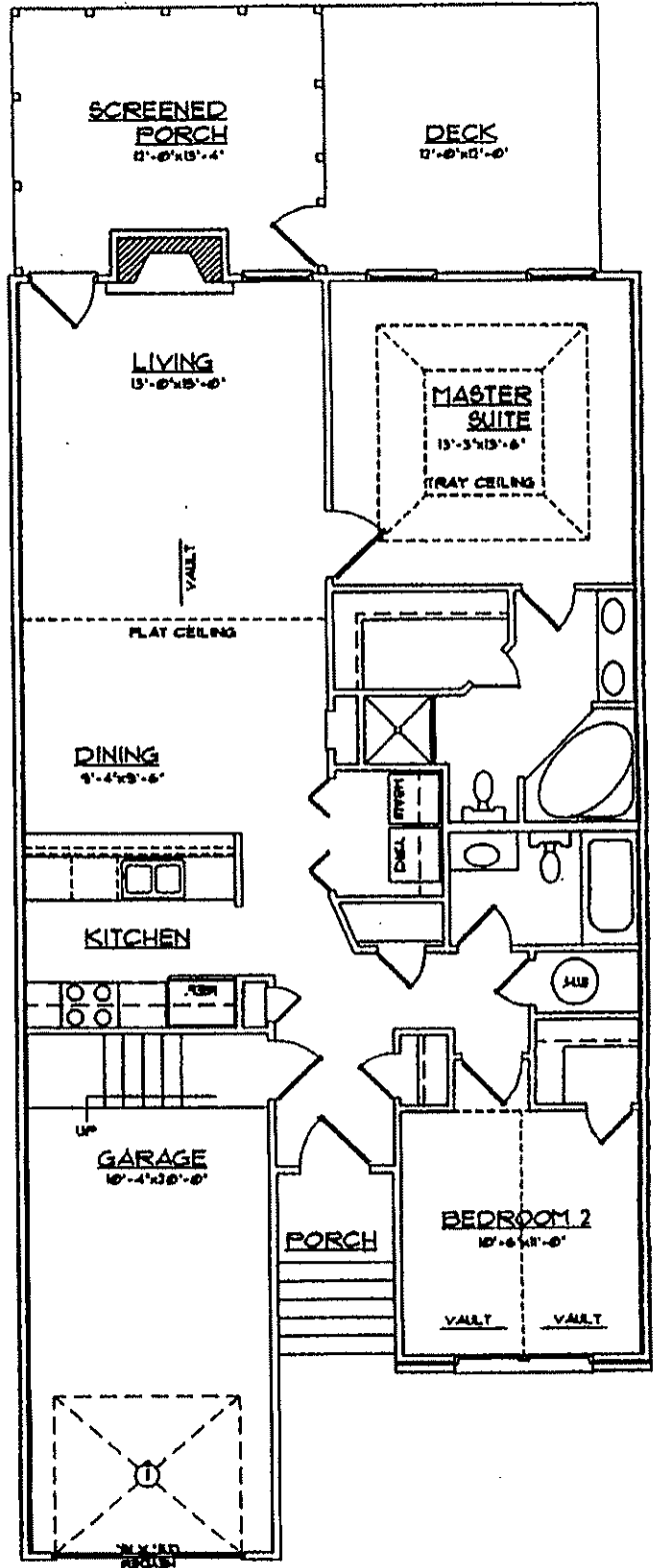


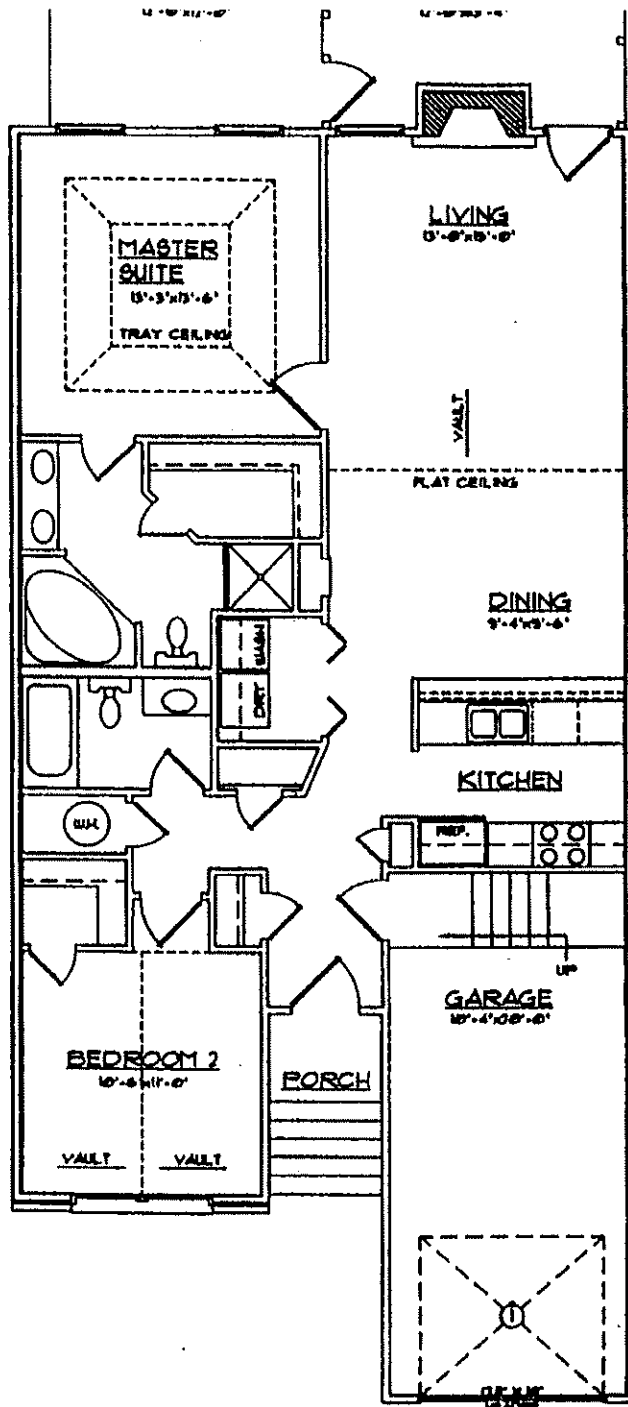
MAIN FLOOR PLAN



FLOOR PLAN - UNIT 'A'

SCALE: 1/4" = 1'-0"

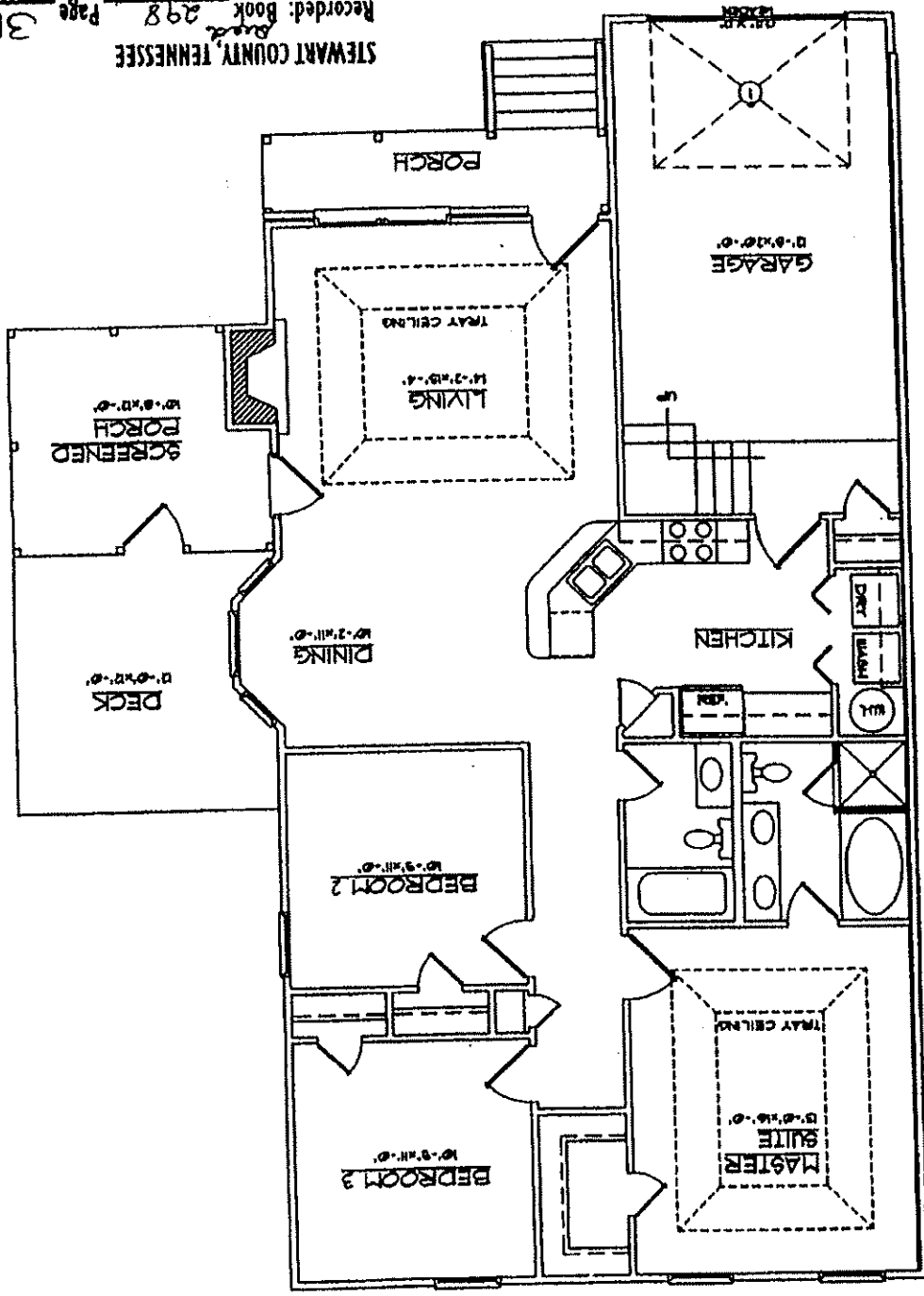




FLOOR PLAN - UNIT 'C'

SCALE: 1/4" = 1'-0"

STEWART COUNTY, TENNESSEE



Prepared by:
Bobby M. Phillips
Attorney at Law
130 Hillcrest Drive
Clarksville, TN 37043

FIRST AMENDMENT TO MASTER DEED

RIVERFRONT PLANTATION CONDOMINIUMS

THIS IS AN AMENDMENT TO THE MASTER DEED dated November 13, 1998, executed by Fulton Combs and wife, Lynn Hudson Combs, (DEVELOPER) and recorded in Deed Book 298, Page 310, in the Register's Office of Stewart County, Tennessee. The said MASTER DEED declared DEVELOPER'S intention to create a HORIZONTAL PROPERTY REGIME pursuant to the ACT.

DEVELOPER is the owner of certain realty situated in the City of Dover, 7th Civil District, Stewart County, Tennessee, and more particularly described in the said MASTER DEED. The MASTER DEED is hereby amended to incorporate the revised Plat, the drawings of the Foundation Plan, Main Floor Plan, Roof Plan, and the Elevations recorded herewith in Plat Cabinet A, 85-A as additional documentation setting out the particulars of the construction in the initial phase of this development. An Attorney's Opinion Letter regarding the establishment of Riverfront Plantation Condominiums as a planned unit development pursuant to the Horizontal Property Act is attached hereto as an Exhibit.

Otherwise, the provisions of the MASTER DEED dated November 13, 1998, are reaffirmed and incorporated herein by reference.

This amendment to the Master Deed, together with the revised Plat and the drawings recorded contemporaneously herewith and the Exhibit hereto, shall be effective upon recordation.

December, 1998.

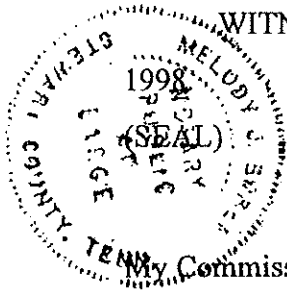
Fulton Combs
Fulton Combs

Lynn Hudson Combs
Lynn Hudson Combs

STATE OF TENNESSEE
COUNTY OF STEWART

PERSONALLY appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Fulton Combs and wife, Lynn Hudson Combs**, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 14th day of December,



Melody J. Loren
Notary Public

My Commission Expires: 1/22/2001

Bobbye Mathis Phillips

ATTORNEY AT LAW

130 HILLCREST DRIVE
CLARKSVILLE, TENNESSEE 37043
PHONE: 931-645-8310
FAX: 931-647-4871

TCA 66-27-103(b) Opinion Letter

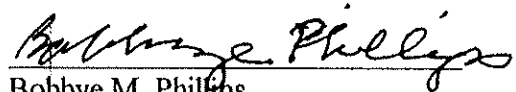
Re: Establishment of Riverfront Plantation Condominiums as a planned unit development pursuant to the Horizontal Property Act.

It is my opinion, as an attorney who is licensed to practice law in Tennessee, that all legal documents required by the Horizontal Property Act for the creation of a planned unit development are attached hereto, or are recorded in the Register's Office of Stewart County, Tennessee, and therefore a planned unit development is created pursuant to the Horizontal Property Act.

The not-for-profit corporation, Riverfront Plantation Condominiums, Inc., is organized in accordance with the requirements of TCA 66-27-102(15). The Charter of said corporation is recorded in Book 30-B, Page 704, of the Register's Office of Stewart County. The By-laws of said corporation are recorded in Book 30-B, Page 705, of the Register's Office of Stewart County.

A Master Deed containing a declaration of the developer's intention to create a planned unit development pursuant to the Horizontal Property Act is recorded in Deed Book 298, Page 310, of the Register's Office of Stewart County. Attached thereto as Exhibits are the Plat and unit floor plans.

The above referenced instruments, in combination with the documents attached hereto, comply with the provisions of the Horizontal Property Regime and, in my opinion, are effective to establish a planned unit development.



Bobbye M. Phillips
Attorney at Law
BPR #012213

STATE OF TENNESSEE, STEWART COUNTY

This instrument was filed December 14, 1998

Time 1:28 P.M. and recorded in Deed book 298

Page 492 . State Tax Paid \$ _____ Fee 1.00,

Rec. Fee 12.00 Total 14.00 File Book 0 Page 22

Stewart County Register of Deeds

RUTH MATHIS