

This Instrument Prepared by:

Gail Pigg, Attorney  
Suite 1401  
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Nashville, TN 37239

800581849 915

[ADDRESS NEW OWNERS AS FOLLOWS:]	[SEND TAX BILLS TO:]	[MAP & PARCEL NO.]
[Brentwood Trace Condominiums,		
[Section Two	Same	
[c/o Haury & Smith		
[Contractors, Inc.		
[2033 Richard Jones Road		
[Nashville, Tennessee 37215		

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF  
BRENTWOOD TRACE CONDOMINIUMS, SECTION TWO

THIS MASTER DEED is made this 21<sup>st</sup> day of November, 1981, by HAURY & SMITH CONTRACTORS, INC. (herein called "Developer"), for itself, its successors or assigns, wherein the Developer makes the following declarations and submissions.

1. PURPOSE. The purpose of this Master Deed is to submit the land described in Schedule "A" attached hereto and made a part hereof, (sometimes referred to herein as the "Property"), and the improvements thereon to the regime established by Chapter 27 of Title 64 of Tennessee Code Annotated, thereby establishing a horizontal property regime.

2. NAME AND ADDRESS. The name by which this horizontal property regime is to be identified is Brentwood Trace Condominiums, Section Two, and it is located on Fox Ridge Drive and Stone Brook Drive, Brentwood, Davidson County, Tennessee, approximately one-third mile east of the Intersection of I-65 and Old Hickory Boulevard.

3. SUBMISSION OF THE PROPERTY. The Developer hereby submits the Property, together with the buildings and improvements thereon, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 64, Tennessee Code Annotated, hereby establishing a horizontal property regime which Property is shown on a plan recorded in Book 5200 pages <sup>376</sup><sub>377</sub> Register's Office for Davidson County, Tennessee.

4. LAND INCLUDED IN PROPERTY. The land included in the property consists of the land described in Exhibit "A" hereto, which is made a part hereof by reference. Said land will be sometimes referred to as the "Property" or Brentwood Trace, Section Two. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDINGS. The buildings, which have not been constructed, but are expected to be substantially completed on or about the 1st day of December, 1985, will be of two (2) different types--a flat and townhouse, and in each case four (4) units to the building. Each building shall consist of either two-bedroom flats or Four (4) two-bedroom townhouse types. The townhouse design consists of two (2) structural stories. Buildings consisting of flats will have common interior stairwells, halls and landings. Buildings containing townhouse units will have no interior corridors. The square footage for the aforesaid units is reflected on Plan of record in Book 5200, pp. 376 & 377, Register's Office for Davidson County, Tennessee, and each apartment shown thereon has a patio or balcony, as the individual unit requires. Developer reserves the right to vary square footage if necessary. A "Club House" and a swimming pool are shown on said plan. Lawns, drives, open parking areas and sidewalks are not shown on said Plan, but are in place, or are to be constructed on the Property. The buildings will be of concrete block foundations and a wood frame construction with different variations of veneer (brick, aluminum siding, tudor-style, shingles, etc.) on the front of each apartment and the rear of each apartment will have some variations of siding upon it (but not brick veneer). First floor floors are 3,000 pound reinforced concrete slab, where land contour permits, and second floors are wood. Ceilings are dry-wall on wood frame construction. Interior walls will generally be dry-wall on wood frame construction, but some walls may be paneling on wood frame construction. The interior walls of each apartment will have clear space in between, while the exterior walls will have 3-1/2 inch (full-thick) batt insulation, and the walls between apartments will

be double walls (each 4 inches) with a one (1) inch clear space in between and each such wall shall be insulated with full thick batt insulation. The apartments are centrally heated by an electric heat pump and electrically air-conditioned with individual controls in each apartment; provided, however, Developer reserves the right to change the type of heating system if necessary. Each apartment will have an individual water heater of appropriate size to accommodate the unit.

6. APARTMENTS. The said Plan shows the location and anticipated number of square feet of all apartments in the buildings and their respective apartment numbers.

7. DIMENSIONS OF APARTMENTS. Each apartment consists of the area measured horizontally from the apartment side of the dry-wall or paneling of the walls facing the exterior of the building to the apartment side of the dry-wall or paneling of the wall and partition separating such apartment from corridors, stairs, incinerators and other mechanical equipment spaces (if any) and, where walls and partitions separate such apartment from other apartments, to the side of the dry-wall or paneling of such walls and partitions facing such apartment; where dry-wall or paneling separates one room in an apartment from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each apartment consists of the space between the first floor and its ceiling, in the townhouse apartments and flats, and in the townhouse apartment, that space on the second floor between the top of the second floor and the underside of the second floor ceiling.

8. USE OF APARTMENTS. Each of the apartments shall be used as a single family residence only.

9. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The common elements consist of the entire property, including all parts of the buildings other than the apartments and including, without limitation, the following:

- (a) The land.
- (b) All foundations, columns, girders, beams and supports.
- (c) All roofs; all exterior walls of the building not including the portions thereof on the apartment side of the dry-wall

or paneling of such walls; and the portions between the apartment sides of walls and partitions between apartments; and all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his apartment, nor shall such co-owner be deemed to own the utilities (without limitation) running through his apartment which are utilized for, or serve more than one apartment, except as a right in common to share the same with the other co-owners. A co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows, and doors bounding his apartment.

(d) All halls, corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any apartment.

(e) All yards, swimming pool areas and facilities for the swimming pool, all open parking and driveway areas which will be common elements in common, and the club house and sidewalks.

(f) All storage spaces not restricted to use by particular apartments.

(g) All tanks, pumps, motors, fans, compressors, air handling units and control equipment, and any system for central services.

(h) All sewer pipes (excluding pipes defined as limited common elements.)

(i) All office space.

(j) Limited common elements are defined as those common elements which are reserved for the use of a certain apartment or apartments to the exclusion of the other apartments. All terraces, porches, storage spaces, stoops, which serve individual apartments are limited common elements for the exclusive use of the sole co-owner or co-owners whose apartment they serve. All utility pipes, i.e., plumbing inside walls of a building, which serve one unit only are limited common elements. Party walls (if any) between apartments shall be limited common elements of the respective apartments upon which they abut.

(k) The interest of each co-owner in the common elements is an equal 1/108th undivided interest.

10. ENCROACHMENTS. If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building, or any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, an apartment, any adjoining apartment, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any apartment or of any apartment upon any other apartment or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

11. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENTS. Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables (television, communication or otherwise), wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. The Board of Managers shall have a right of access to each apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

12. APARTMENTS SUBJECT TO MASTER DEED. All present and future co-owners and tenants of apartments shall be subject to and shall

comply with the provisions of this Master Deed and any restrictions or rules in the By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of the Developer shall be incorporated and become a part of this Master Deed by reference. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of an apartment or entering into occupancy of an apartment, shall constitute an agreement that the provisions of this Master Deed and such By-Law provisions are accepted and ratified by each co-owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

13. APARTMENTS SUBJECT TO BY-LAWS AND RULES AND REGULATIONS.

All present and future co-owners, tenants and occupants of an apartment shall be subject to, and shall comply with, the provisions of the By-Laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotated 64-2711, as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to an apartment, or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the said By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

14. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty-seven (67%) percent of the total then existing apartments in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee.

15. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

16. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

17. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

IN WITNESS WHEREOF, the Developer has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 13<sup>th</sup> day of November, 1981.

HAURY & SMITH CONTRACTORS, INC.

BY: Reese L. Smith, Jr.  
REESE L. SMITH, JR., PRESIDENT

ATTEST BY:

Reese L. Smith, III  
REESE L. SMITH, III  
VICE PRESIDENT

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Reese L. Smith, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Haury & Smith Contractors, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal, at office in Nashville,  
Tennessee, this 13<sup>th</sup> day of November, 1981.

Patricia Bowker  
NOTARY

My Commission Expires: 4-22-84



SCHEDULE "A"

EXHIBIT A

BOOK 5818 PAGE 923

Description:

Land in the First Civil District of Davidson County, Tennessee, being ~~Lot~~ <sup>Area</sup> ~~on the Plat of~~ Section Five, Highlands of Brentwood, of record in Book 5210, Page 374, Register's Office for said County, and more particularly described as follows:

Beginning at a concrete monument in the east margin of Stone Brook Drive at the southwest corner of Section One, Brentwood Highland, of record in Book 4660, Page 110, R.O.D.C., Tennessee, said monument being S 21° 27' E, 317.25 feet from the south margin of Old Hickory Boulevard;

Thence, with the south line of said Section One, Brentwood Highlands, S 86° 03' E, 321.86 feet to a point on a manhole, said point being a northwest corner of Second Revision, Brentwood Trace Condominiums, of record in Book 5200, Page 261, R.O.D.C., Tennessee;

Thence, with the line of said Brentwood Trace Condominiums as follows:

S 3° 57' W, 114.50 feet to an iron pin;  
S 26° 27' E, 480.18 feet to an iron pin;  
S 79° 43' E, 778.94 feet to an iron pin in the west line of Highland Courts in Highlands of Brentwood, of record in Book 4860, Page 101, R.O.D.C.;

Thence, with said west line of Highland Courts, S 2° 52' W, 420.09 feet to a concrete monument in the north margin of Fox Ridge Drive;

Thence, with said north margin of Fox Ridge Drive as follows:

N 43° 17' W, 66.20 feet to an iron pin;  
Westerly with a curve to the left, 638.36 feet to an iron pin, said curve having a central angle of 71° 15' and a radius of 513.34 feet;  
S 65° 28' W, 429.15 feet to an iron pin;  
Westerly with a curve to the right, 190.50 feet to an iron pin, said curve having a central angle of 43° 20' and a radius of 251.89 feet;

Thence, Northwesterly with a curve to the right, 39.27 feet to an iron pin in the east margin of Stone Brook Drive, said curve having a central angle of 90° and a radius of 25.00 feet;

Thence, with said east margin of Stone Brook Drive as follows:

N 18° 48' E, 35.00 feet to an iron pin;  
Northerly with a curve to the right, 212.06 feet to an iron pin, said curve having a central angle of 15° 17' and a radius of 795.00 feet;  
N 34° 05' E, 100.00 feet to an iron pin;  
Northwesterly with a curve to the left, 361.33 feet to a concrete monument, said curve having a central angle of 60° 32' and a radius of 342.01 feet;

N 26° 27' W, 522.95 feet to the point of  
beginning.

BOOK 5818 PAGE 924

Containing 13.37 acres, more or less.

Being the same property conveyed to Haury & Smith Contractors, Inc.  
by deed from W. Wayne Leroy, Substitute Trustee, of record in  
Book 5753, page 19, Register's Office for Davidson County,  
Tennessee.

Exceptions to Title:

The Plan of record in Book 5210, page 374, said Register's  
Office, setting forth a minimum building setback line,  
easements, public utilities, drainage, sanitary sewer,  
and widening of Old Hickory Boulevard and limited access  
from Old Hickory Boulevard; and easements shown on plan of  
record in Book 5200, pages 376+377, said Register's Office.