THIS DOCUMENT PREPARED BY DAVIS H. CARR
AMERICAN TRUST BLDG., NASHVILLE, TENN.

BOOK 1493 PAGE 498

Address New Owner as Follows:	Send Tax Bills To:	Map Parcel Nos.
		Map-104-9
3721 West End Avenue	3721 West End Avenue	Par. 179
Nashville, Tennessee	Nashville, Tennessee	

MASTER DEED
ESTABLISHING A HORIZONTAL PROPERTY REGIME OF
3721 WEST END AVENUE

APR 14 MISC A* 16.50 * 16.50

THIS MASTER DEED is made this 13th day of April, 1971, by FRED R. WEBBER, JR., TRUSTEE (herein called "Grantor"), for himself, his heirs or assigns, wherein the Grantor 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, 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. ADDRESS. This horizontal property regime is to be identified as 3721 West End Avenue, a condominium, and its address is 3721 West End Avenue, Nashville, Davidson County, Tennessee.

3. SUBMISSION OF THE PROPERTY. The Grantor hereby submits the land described in Schedule "A", together with the building and improvements thereon, held by the Grantor as Trustee, to the provisions of Chapter 27 of Title 64, Tennessee Code Annotated, hereby establishing a horizontal property regime.

4. LAND INCLUDED IN PROPERTY. The land included in the property consists of the land described in Schedule "A" hereto, which is made a part hereof by reference. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDING. The buildings, which are now in existence, consist of one single family dwelling and one two family dwelling, with

a common wall, as shown on the attached plot plan, containing a total of three residential units, designated as residence A, residence B, and residence C.

6. UNITS. The respective units are comprised as follows:

Residence A: The private elements of residence A shall consist of the interior area of that unit, including wall, ceiling, and flooring materials; courtyard A; and exclusive parking privileges in spaces 1, 2, and 3.

Residence B: The private elements of residence B shall consist of the entire area east of line 1 and south of line 3, except those elements specifically listed hereafter as common elements, and shall include the interior of residence B, courtyard B, and parking and drive areas.

Residence C: The private elements of residence C shall consist of the entire area west of line 1 and south of line 2, except those elements specifically listed hereafter as common elements, and shall include the interior of residence C, courtyard C, terrace, pool, and driving areas, and exclusive parking privileges in spaces 4 and 5.

7. USE OF APARTMENTS. Each of the apartments shall be used as a residence only.

8. GENERAL COMMON ELEMENTS. The general common elements shall consist of:

The entire area north of line 2, including planting areas, drive and parking areas, except that this shall not include parking privileges. No owner or guest shall park in this area, except that the owner of residence A shall have exclusive right to park in spaces 1, 2, and 3, and the owner of residence C shall have the exclusive right to park in spaces 4 and 5. Likewise, those costs arising from the five parking spaces shall be assessed against residences A and C only.

The exterior side walls of the buildings.

9. LIMITED COMMON ELEMENTS. The limited or special common elements shall be as follows:

The elements common to residence A and residence B shall be:

That portion of the east driveway between line 2 and line 3.

The common wall between residence A and residence B.

The common roof covering residence A and residence B.

The elements common to residence B and residence C shall be:

The common wall between residence B and residence C.

The common fence extending along line 1 from the building to the south lot line.

The elements common to residence A and residence C shall be:

The common wall between residence A and residence C.

The common wall between courtyard A and courtyard C.

10. 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, 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 the building.

11. UNITS SUBJECT TO MASTER DEED. All present and future co-owners and tenants of units shall be subject to and shall comply with the provisions of this Master Deed. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of a unit or entering into occupancy of a unit, shall constitute an agreement that the provisions of this Master Deed 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

unit, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

12. UNITS SUBJECT TO BY-LAWS AND RULES AND REGULATIONS. All present and future co-owners, tenants and occupants of a unit 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 a unit, or the entering into occupancy of any unit 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 unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof.

13. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by at least two-thirds of the owners of units in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee.

IN WITNESS WHEREOF, the Grantor has executed this Master Deed at Nashville, Davidson County, Tennessee, this 13TH day of APRIL, 1971.

Fred R. Webber, Jr., Trustee

STATE OF TENNESSEE]
COUNTY OF DAVIDSON]

Personally appeared before me, DAVIS H. CARR, a Notary Public in and for said County and State, Fred R. Webber, Jr., Trustee, the within named Grantor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this 13TH day of APRIL, 1971.

Notary Public
My commission expires:

NOTARY PUBLIC DAVIDSON COUNTY

SCHEDULE A

Land in Davidson County, Tennessee, being Lot No. 2 in Block "C" in the Bransford Realty Company's Golf & Country Club Subdivision, a plan of which is of record in Book 332, Page 152, Register's Office for said County.

Said Lot No. 2 fronts 100 feet on the south side of West End Avenue, (sometimes called Harding Road) and extends back southerly between parallel lines 190 feet, more or less, to a line.

Being the same property conveyed to Richard V. Kennedy, Jr., an undivided 50%, Jack E. Froeter, an undivided 25%, and to Ervin T. Sain, an undivided 25%, as tenants-in-common, by deed from J. T. Hester and wife, of record in Book 3967, Page 324, Register's Office for said County.

Being the same property conveyed to Charles H. Warfield, Trustee, by Warranty Deed from Richard V. Kennedy, Jr., Jack E. Froeter, and Ervin T. Sain, of record in Book 4409, Page 962, Register's Office for said County.

Being the same property conveyed to Fred R. Webber, Jr., Trustee, by quitclaim deed from Charles H. Warfield, Trustee, of record in Book 4493, page 496, Register's Office for said County.

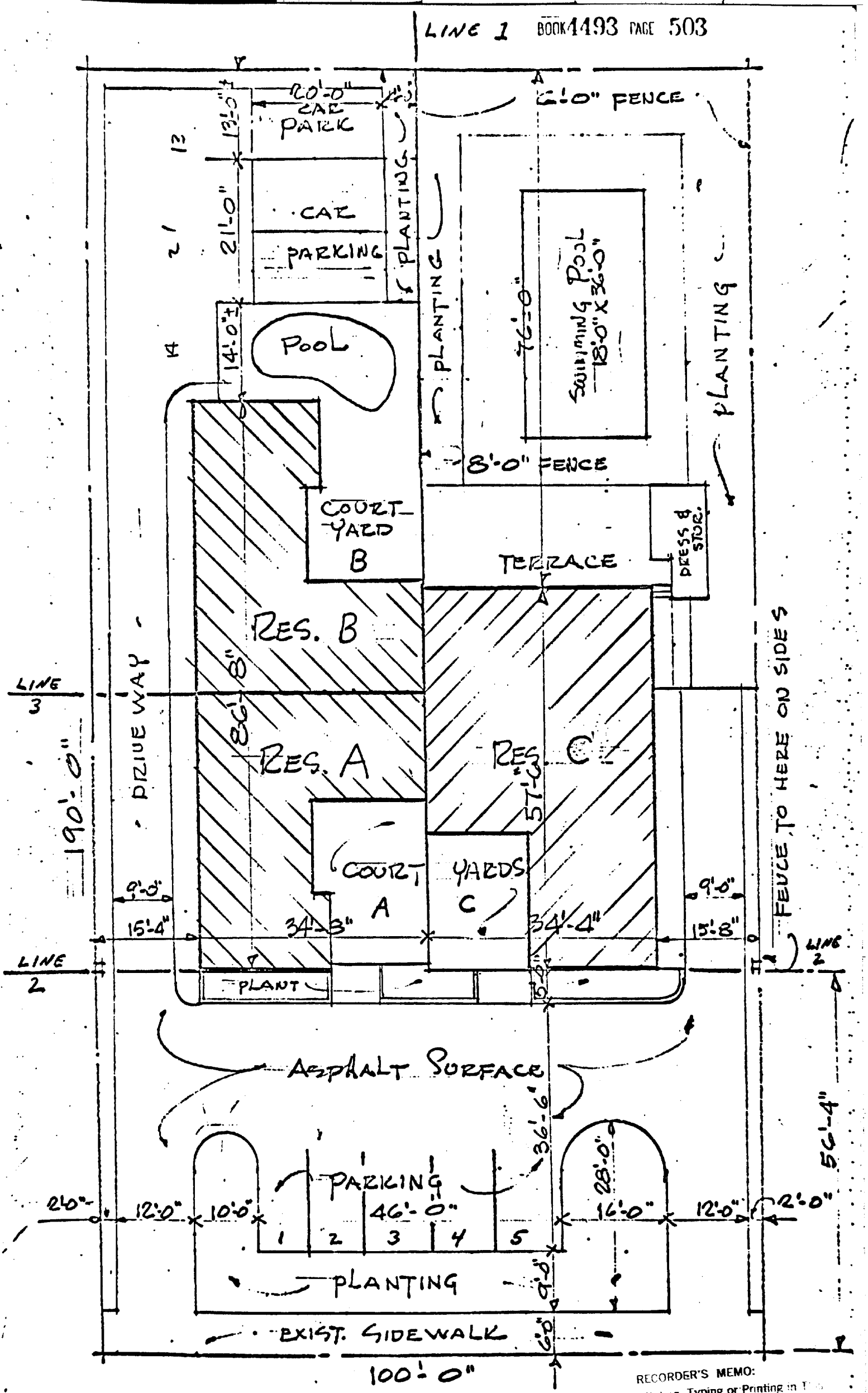
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IDENTIF. REFERENCE

APR 14 3 29 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

LINE 1 BOOK 4493 PAGE 503



RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

PLOT PLAN

By-Laws
Of
3721 West End Avenue (A Condominium)
Nashville, Davidson County, Tennessee

The property located at 3721 West End Avenue, Nashville, Davidson County, Tennessee, has been submitted to the provisions of Chapter 27 of Title 64 of Tennessee Code Annotated by a Master Deed, recorded in the Register's Office of Davidson County, Tennessee, simultaneously herewith, to which these By-Laws are appended, and shall hereinafter be known as 3721 West End Avenue, a Condominium (hereinafter called the "Condominium").

ARTICLE 1. FORM OF ADMINISTRATION. The affairs of the Condominium shall be governed by a Board of Managers. The Board of Managers shall be composed of three persons, who shall be the owners or the duly appointed representatives of the owners of each of the three units.

ARTICLE 2. MEETINGS. The Board of Managers shall meet on January 1 and on July 1 of each year on the premises of the Condominium or at such other place as they may agree, and shall meet at such other times and places as may be agreed upon. A meeting may be called by agreement of any two members, providing the third member is given actual notice, or written notice mailed to him at theCondominium address, setting forth the time and place of the meeting.

ARTICLE 3. POWERS AND DUTIES. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care,upkeep and maintenance of the common elements.

(b) Assessment and collection of the common charges from the co-owners.

(c) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements and the election of such officers as may be necessary.

(d) Adoption and amendments of rules and regulations covering the details of the operation and use of the property.

(e) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(f) Obtaining of insurance for the property.

(g) Making of repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property.

(h) The delegation to one member of the authority to act on behalf of the entire board in the making of contracts or the performance of other functions of the board.

(i) Procurement of suitable insurance coverage, including fire insurance on the buildings and such other coverages as are deemed desirable.

ARTICLE 4. COMPENSATION. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

ARTICLE 5. LIABILITY OF MANAGERS. No member of the Board of Managers shall be liable individually to any owner or other party for actions on behalf of the Board of Managers carried out in good faith.

ARTICLE 6. DETERMINATION OF COMMON EXPENSES AND FIXING OF COMMON CHARGES. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the co-owners to meet all taxes, insurance and expenses of administration and of maintenance and repair of the general common elements and of the limited common elements of the property and any other expenses lawfully agreed upon; and the Board of Managers shall allocate and assess such common charges among the co-owners according to their respective common interests.

ARTICLE 7. DEFAULT IN PAYMENT OF COMMON CHARGES. In the event of default by any owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such owner shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such owner, or by foreclosure of the lien on such apartment granted by Section 64-2716 of Tennessee Code Annotated, or both.

ARTICLE 8. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY CO-OWNERS. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Master Deed shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws; (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE 9. MAINTENANCE AND REPAIR. (a) All maintenance of and repairs to any unit, structural or non-structural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each co-owner shall be responsible for all damages to any and all other units and/or to the common elements, that his failure so to maintain and repair his apartment may engender.

(b) All maintenance, repairs and replacements to the common elements, whether located inside or outside of the units, (unless necessitated by the negligence, misuse or neglect of a co-owner, in which case such expense shall be charged to such co-owner) shall be made by the Board of Managers and be charged to all the co-owners as a common expense.

ARTICLE 10. PRIVATE ELEMENTS. Private elements, to which a unit has sole access, shall be for the exclusive use of the owner of such unit. Any such area shall be kept in good repair by the owner of such unit.

ARTICLE 11. LIMITED COMMON ELEMENTS. Elements which are common to two units shall be for the joint use of the owners of such units, and any such area shall be kept in good repair by the owners of such units.

ARTICLE 12. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY OWNERS. Any additions, alterations or improvements in or to his unit shall not be made by any owner without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by an owner for approval of a proposed structural addition, alteration or improvement in such owner's unit,

within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement.

ARTICLE 13. USE OF COMMON ELEMENTS AND FACILITIES. An owner shall not place or cause to be placed in the common areas or common facilities objects or obstructions of any kind. The common elements shall be used for no purpose other than for normal transit through them.

ARTICLE 14. RIGHT OF ACCESS. Owner shall grant a right of access to his unit to any person authorized by the Board of Managers, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his apartment unit or elsewhere in the building, or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the apartment owner. In case of an emergency, such right of entry shall be immediate, whether the owner is present at the time or not. Where pipes, meters, or other equipment belonging to or pertaining to some other unit are located in the private area of some other unit, the owner of such other unit shall grant access to such equipment whenever necessary.

ARTICLE 15. GAS, ELECTRICITY, WATER AND SEWER CHARGES. Gas, electricity and water shall be supplied to each unit through separate meters and each owner shall pay his individual charges for gas, electricity and for water consumed, together with all related sewer charges arising therefrom, promptly after the bills for the same shall have been rendered.

ARTICLE 16. MORTGAGES. An owner who mortgages his unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units". The Board of Managers, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by the owner of the mortgaged unit. The Board of Managers, when giving notice to an owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Managers. Each owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE 17. SALES, LEASES AND MORTGAGES OF UNITS. The interests, rights and privileges to which an owner is entitled by reason of the ownership of a unit are herein designated appurtenant interests and include, but are not limited to: an undivided interest in the common elements of the horizontal property regime, the rights and privileges to use and enjoy the common elements, the interest of an owner in a unit or units acquired by the Board of Managers or its designee on behalf of all owners or the proceeds of the sale or lease thereof, if any, the right to appoint a member of the Board of Managers. No owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Before any unit may be offered for sale to the public, it must be first offered in writing to the owners of the other units on the same terms and conditions. If a unit owner wishing to sell his unit receives a bona fide offer for his unit, which he intends to accept, he must notify the owners of the other two units in writing of his intentions to accept such offer, and the owners of the other units shall have the right, within thirty (30) days of such notice, to purchase said unit at the same price and on the same conditions. If the owners of both the other units wish to buy the unit offered for sale, they shall buy it as joint tenants. If one owner does not wish to buy the unit for sale, the other remaining owner may buy it individually. If neither remaining owner wishes to buy the unit offered for sale, and so notifies the selling owner, selling owner need not wait thirty (30) days.

ARTICLE 18. CONDEMNATION. In the event of a taking in condemnation or by eminent domain of a part of the common elements, the award made for such taking shall be payable to the Board of Managers for and on behalf of the owners. The Board of Managers shall arrange for the repair and restoration of such common elements, if desirable, and the Board of Managers shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. (Where reconstruction occasioned by condemnation of the common elements or a part thereof comprises the whole or more than one-fourth of the building, it shall not be accomplished unless unanimously agreed upon by the owners.) In the event that the requisite number of members of the Board of Managers do not duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall disburse the net proceeds of such award to the owners of the affected units, as their interests may appear.

ARTICLE 19. RECORDS. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE 20. NOTICES. All notices hereunder shall be sent by registered or certified mail to the Board of Managers c/o the managing agent, or if there be no managing agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time, by notice in writing to all owners and to all mortgagees of units. All notices to any owner shall be sent by registered or certified United States mail to the building or to such other address as may have been designated by him from time to time, in writing to the Board of Managers. All notices to mortgagees of units shall be sent by registered or certified United States mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

ARTICLE 21. WAIVER. No restriction, condition, obligations, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE 22. AMENDMENT TO BY-LAWS. These By-Laws may be modified or amended by the vote of two-thirds (2/3) in number of all members of the Board of Managers.

ARTICLE 23. The Board member representing residence C shall preside at all meetings.

ARTICLE 24. INSURANCE PROCEEDS. The Board of Managers shall receive any insurance proceeds payable to the Condominium or to any two or more owners jointly, and shall use such proceeds to repair the loss or damage from which the claim arose. In the event that the building is totally destroyed, or damaged to such an extent that the Board of Managers unanimously agrees that they should not be rebuilt, then the Board of Managers shall receive any insurance proceeds and distribute them to the owners of the units in proportion to the square footage of the building space occupied by each unit.