This instrument prepared by:
Willis, Knight & Barr
700 Union Street
Nashville, Tennessee 37219

42-11
EE
PW

MASTER DEED

BOOK 4758 PAGE 179

In the City of Nashville, County of Davidson, and State of Tennessee, on this 11th day of October , 1973, HERITAGE VILLAGE PARTNERSHIP, a general partnership organized and existing under the laws of the State of Tennessee, whose principal office and domicile is situated in the City of Nashville, State of Tennessee, hereinafter referred to as Grantor represented in this Deed by its three partners, David L. Pollack, Hall Hardaway, and Hall Hardaway, Jr., who are fully empowered and qualified to execute this deed on behalf of said partnership, does hereby state:

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FIRST: That Grantor owns the following property situated in the City of Nashville, State of Tennessee, which is described as follows:

A tract of land in the 11th Civil District of Davidson County, Tennessee, and being a part of the same property conveyed to Goodlettsville Plaza Shopping Center, Inc., as of record in Book 4554, page 796, R.O.D.C., and being more particularly described as follows:
Beginning at a point in the west line of Gridiron Heights as of record in Book 2330, page 37, R.O.D.C., said point being N 3° 58' E, 302.68 feet from a concrete monument in the north margin of Pima Road;

1. North 86° 38' 36" West, 870.08 feet to a point; thence

2. Northerly 217.70 feet with a curve to the left having a radius of 825.0 feet to a point; thence

3. North 3° 36' West, 167.0 feet to a point; thence

4. Northerly, 373.06 feet with a curve to the right having a radius of 1955.0 feet to a point; thence

5. North 7° 20' East 250.0 feet to a point; thence

6. Northerly 213.43 feet with a curve to the right having a radius of 2210.0 feet to a point; thence

7. South 77° 08' East 370.0 feet to a point; thence

8. North 12° 52' East 144.8 feet to a point; thence

9. South 77° 08' East 479.91 feet to a point in the west line of Charles Z. Morgan; thence

10. South 3° 13' 30" West 363.89 feet to a concrete monument, the southwest corner of said Morgan and the northwest corner of the Resubdivision, Part Lot 4, Gee Lands of record in Book 3500, page 56, R.O.D.C.; thence

11. South 3° 44' West 350.0 feet with the west boundary of said subdivision to a concrete monument in the south margin of Williams Avenue, said point being the northwest corner of Gridiron Heights; thence

12. South 3° 58' West 505.0 feet to the point of beginning and containing 25.0 acres, more or less, as per survey by Barge, Waggoner & Sumner, dated December 15, 1971.

Said 25 acre tract is subject to a 32 foot easement to the Nashville Electric Service along and adjacent to the east boundary of said property, as of record in Book 3573, page 343. Additionally, said 25 acre tract is subject to a 20 foot wide sanitary sewer easement, more fully set forth in the plat of Section 1 of Heritage Village of record in Book 4460, page 110, R.O.D.C.

Being part of the property conveyed to David L. Pollack, Trustee, from Goodlettsville Plaza Shopping Center, Inc. of record in Book 4563, page 694, R.O.D.C.

SECOND: That Grantor has constructed on the parcel of land described above a project known as HERITAGE VILLAGE CONDOMINIUM, according to the plans attached hereto as Exhibit "A", which were approved by the Board of Zoning Appeals of Nashville, Davidson County, Tennessee, on the 18th day of September, 1972, and which are made a part hereof.

THIRD: The project shall consist of two and three bedroom townhouse and garden apartments. Three to six townhouse or garden apartments may be contained in a single building. The apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, hereinafter referred to as "family unit", and also an undivided interest in the general and/or limited common areas and facilities of the project, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or limited common areas and facilities", all of the above in accordance with the Horizontal Property Act of the State of Tennessee, Tennessee Code Annotated, Sections 64-2701, et. seq.

FOURTH: That the aforesaid project has a total building area of 181,535 square feet, all of which will constitute family units.

FIFTH: That the family units and common areas and facilities of the project will be as follows:

1. Family Units. In each of the buildings, there are

from three to six family units. The said family units will be numbered from 1001 through 1009 and 1015 through 1043 Heritage Village Drive. Each family unit is equipped with central heating and air conditioning, built-in stove and cooktop, dishwasher, disposal, refrigerator, and carpets in all rooms except entry halls, kitchens, full baths and half baths.

The family units are described hereinbelow.

(a) FAMILY TYPE UNIT: A

It is an irregular rectangular shaped unit as specifically shown in Exhibit A of this deed. Each of these units is a one story garden apartment. It has a front door facing away from the roadway located on the side of the unit.

The plan consists of an entry hall, a living room, a dining room, a kitchen, two bedrooms, one bath and a hallway. To the rear of the building there is a fully enclosed patio. A carport, storage area and an enclosed garbage area is located adjacent to each unit, as shown on Exhibit A.

(b) FAMILY TYPE UNIT: B

It is an irregular rectangular shaped unit as specifically shown in Exhibit A of this deed. Each of these units is a two story Townhouse. It has a front door facing toward the roadway.

The first floor consists of an entry hall, a living room, a dining room, a utility room, a one-half bath, a hall, and a kitchen. The second floor has two bedrooms, 1 bath, and a hall. The two floors are joined by a stairway. To the rear of the building there is a fully enclosed patio. A carport storage area and an enclosed garbage area is located adjacent to each unit, as shown on Exhibit A.

(c) FAMILY TYPE UNIT: C

It is an irregular rectangular shaped unit as specifically shown in Exhibit A of this deed. Each of these units is a two story Townhouse. It has a front door facing toward the roadway.

The first floor consists of an entry hall, a living room, a dining room, a utility room, a kitchen, a one-half bath, and a hallway. The second floor consists of two bedrooms, 2 baths and a hall. The two floors are joined by a stairway. To the rear of the building there is a fully enclosed patio. A carport, storage area and an enclosed garbage area is located adjacent to each unit, as shown on Exhibit A.

(d) FAMILY TYPE UNIT: D

It is an irregular rectangular shaped unit as specifically shown in Exhibit A of this deed. Each of these units is a two story Townhouse. It has a front door facing toward the roadway.

The first floor consists of an entry hall, a living room, a dining room, a utility room, a den, a one-half bath, a hall and a kitchen. The second floor has three bedrooms, a hall and two baths. The two floors are joined by a stairway. To the rear of the building there is a fully enclosed patio. A carport, storage area and an enclosed garbage area is located adjacent to each unit, as shown on Exhibit A.

(e) FAMILY TYPE UNIT: E

It is an irregular rectangular shaped unit as specifically shown in Exhibit A of this deed. Each of these units is a one story garden apartment. It has a front door facing away from the roadway located on the side of the unit.

The plan consists of an entry hall, a living room, a dining room, a kitchen, two baths, three bedrooms, and a hallway. To the rear of the unit there is a fully enclosed patio. A carport, storage area and an enclosed garbage area is located adjacent to each unit, as shown on Exhibit A.

2. <u>Common Areas and Facilities:</u>

(a) The parcel of land described in Paragraph First of this deed.

(b) Parking facilities as shown in Exhibit A attached hereto.

(c) The following facilities located throughout the project and as shown in the Exhibits attached hereto:

(1) Plumbing and water network throughout the project, shown in Exhibit A-1.

(2) Electric and telephone wiring network throughout the project, shown in Exhibit A-2.

(3) Television antenna cables and central television cable. Said cable lines to parallel the telephone and wiring network shown in Exhibit A-2.

(d) Recreation building, pool, and children's playground.

SIXTH:

(a) That the title and interest of each owner of a family unit in the general common areas and facilities listed under letters (a) through (d) of subparagraph Two (2) of Paragraph Fifth, and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Owners of the Heritage Village Condominium is determined by allowing each family unit owner one-tenth of one share for each $1,000 of the unit's sales price, at the time of the execution of this instrument. This formula results in the following distribution:

Family Unit Type A:	2.1 shares
Family Unit Type B:	2.6 shares
Family Unit Type C:	2.7 shares
Family Unit Type D:	3.3 shares
Family Unit Type E:	2.7 shares

(b) The manner of counting votes at a meeting of the Association of Owners of Heritage Village Condominium, may be modified in accordance with the provisions of the by-laws attached hereto as Exhibit "B" relative to amendments. However, the proportionate representation for voting purposes shall in no way be altered.

SEVENTH: That the administration of Heritage Village Condominium consisting as aforesaid of the project and parcel of land described in paragraphs "FIRST" and "FIFTH" of this Deed shall be in accordance with the provisions of this Deed, and with the provisions of the By-Laws which are made a part of this Deed and are attached hereto as Exhibit "B".

EIGHTH: That as appears above a plan of apartment ownership is hereby constituted under and subject to the provision of the Horizontal Property Act of Tennessee, Tennessee Code Annotated, Sections 64-2701, et. seq., so that the family units may be conveyed and recorded as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the project, each family unit owner having an exclusive and particular right over his respective family unit and in addition to the specified undivided interest in the common areas and facilities and/or limited common areas and facilities.

NINTH: That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of the Deed and of the Exhibits "A" and "B" attached hereto; and the Grantor covenants to take no action which will adversely affect the rights of the Association with respect to assurances against latent defects in the project or other rights assigned to the Association, the members of such association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

TENTH: That the general and/or limited common areas and facilities shall remain undivided and no owner, his heirs or assigns, shall bring any action for partition or division.

ELEVENTH: That the percentage of the undivided interest in the general and/or limited common areas and facilities established herein shall not be changed except with the unanimous consent of all of the owners expressed in amendment in this deed duly recorded.

TWELFTH: That the undivided interest in the general and/or limited common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not

expressly mentioned or described in the conveyance or other instrument.

THIRTEENTH: That each owner shall comply with the provisions of this Deed, the By-Laws and decisions and resolutions of the Association of Owners or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

FOURTEENTH: That the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked, or the property removed from the Plan of Apartment Ownership, or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the units unanimously agree to such revocation, or amendment, or removal of the property from the Plan by duly recorded instruments, except as set out in Paragraph Twenty-Second hereof.

FIFTEENTH: That no owner of a family unit may exempt himself from liability for his contributions towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his family unit.

SIXTEENTH: That all present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the family units of the project or the mere act of occupancy of any of said units shall signify that the provisions of this Deed are accepted and ratified.

The respective "family units" shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the "family unit"

are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective "family units" shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws attached hereto.

SEVENTEENTH: That if the property subject to the Plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by an agreement approved by seventy-five (75%) per cent of the votes of the owners of the family units.

EIGHTEENTH: That, where a mortgagee or other purchaser of a family unit obtains title by reason of foreclosure of a mortgage covering a unit, such acquirer of title, his successors or assigns, shall not be liable for assessments by the association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessment liens shall be subordinate to such mortgage.

NINETEENTH: That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the family unit

conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

TWENTIETH: That the Board of Directors of the Association of Owners, or the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

TWENTY-FIRST: That insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Owners; and that such payments shall be held in a separate escrow account of the Association of Owners and shall be used solely for payment of the blanket property insurance premiums as such premiums become due.

TWENTY-SECOND: Pursuant to the terms of paragraph FOURTEENTH hereof, said Master Deed may be amended by Grantor to add any or all of the land described in Exhibit C attached hereto to said condominium as a part of said same condominium. Said amendment shall be effective upon the placing to record of an amended Master Deed in the Register's Office of Davidson County, Tennessee. Similarly, Grantor may construct additional units upon the 25-acre tract described in Paragraph FIRST above. These additional units shall be constructed only after an amended Schedule A is placed to record in the Register's Office for Davidson County, Tennessee. If any of said premises described in Exhibit "C" are added to the condominium by amending the Master Deed, the units constructed upon said premises, together with any additional units constructed upon the original 25-acre tract, shall be similar to those described in this original Master Deed. The owners thereof shall be subject to the rules and regulations and by-laws as set out and attached to this Master

Deed. Purchasers of family units in such sections which may be added pursuant to any amendment to said Master Deed will become members of the same condominium as set out herein and be subject to the same conditions and liabilities and have the same rights and privileges, including rights and privileges to common areas as the purchasers of family units under this Master Deed. Purchasers of family units under this Master Deed and purchasers of family units under any amendment to this Master Deed shall be members of the same condominium.

In the event the Grantor does not construct additional units upon the 25-acre tract described in paragraph first above, or add any or all the land described in Exhibit C attached hereto, Grantor shall insure sufficient land is retained or acquired to satisfy existing property line setback requirements; except where specifically exempted by competent governmental authorities.

TWENTY-THIRD: That for a period of five years from the execution of this instrument, or until such earlier date, which the Grantor herein may designate, the managing agent for the condominium development provided for herein, shall be The Pollack Company, its successors and assigns. The specific duties, obligations and compensation of the managing agent shall be contained in a management agreement between The Pollack Company, its successors and assigns, and the Condominium Association as provided for in the by-laws attached hereto as Exhibit B.

IN WITNESS WHEREOF, Heritage Village Partnership, by its duly authorized agents, has set its hand this 15th day of October, 1973.

HERITAGE VILLAGE PARTNERSHIP

BY: _____

BY: _____

BY: _____

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Frances Eiras, a Notary Public of the State and County aforesaid, personally appeared David L. Pollack, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a partner of the Heritage Village Partnership, the within named bargainor, a partnership, and that he as such partner being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by him as a partner.

WITNESS MY HAND and seal, at office in Nashville, Tennessee, this 18 day of October, 1973.

Frances Eiras
NOTARY PUBLIC

My Commission Expires:

8/17/76

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Dorothy Blevins, a Notary Public of the State and County aforesaid, personally appeared Hall Hardaway and Hall Hardaway, Jr., with whom I am personally acquainted and who, upon oath, acknowledged themselves to be partners of the Heritage Village Partnership, the within named bargainor, a partnership, and that they as such partners being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by them as partners.

WITNESS MY HAND and seal, at office in Nashville, Tennessee, this 18th day of October, 1973.

Dorothy Blevins
NOTARY PUBLIC

My Commission Expires:

EXHIBIT 'B'

BY-LAWS OF BOOK 4758 PAGE 190

HERITAGE VILLAGE CONDOMINIUM

ARTICLE I

PLAN OF APARTMENT OWNERSHIP

SECTION 1. Apartment Ownership. The project located at Heritage Village Drive, City of Nashville, State of Tennessee, known as "Heritage Village Condominium" is submitted to the provisions of The Horizontal Property Act of Tennessee.

SECTION 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

SECTION 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws attached as Exhibit "B" to the recorded Plan of Apartment Ownership.

The mere acquisition or rental of any of the family units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. Voting. Voting shall be on a share basis and the

number of votes to which the owner is entitled is the number assigned to the family unit or units in the Master Deed.

SECTION 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the shares assigned in the Master Deed.

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 III

ADMINISTRATION

SECTION 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

SECTION 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other 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 on May 1, 1973. Thereafter, the annual meetings of the Association shall be held on the 1st Tuesday of May each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV 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 resolution 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 four-fifths 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 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.

SECTION 7. Order of Business. The order of business at all

meetings of the owners of units shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Report of committees.

(f) Election of inspectors of election.

(g) Election of directors.

(h) Unfinished business.

(i) New business.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of Five (5) persons, all of whom must be owners of units in the project.

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 directed to be exercised and done by the owners.

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 and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.

(b) Collection of monthly assessments from the owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the

common areas and facilities and the restricted 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 the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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 be a Director until a successor is elected at the next annual meeting of the Association.

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 the Directors, but at least two 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 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 at least three Directors.

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 Director's 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 be paid by the Association.

ARTICLE V

OFFICERS

SECTION 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

SECTION 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization 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 of the general powers and duties which are usually vested in the office of 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 is 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. The Secretary 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 Secretary.

SECTION 7. Treasurer. The Treasurer 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 Assocation. He shall be responsible for the deposit of all moneys and other valuable

effects in the name, and to the credit, of the Association in such depositaries as may from time to time be designated by the Board of Directors.

ARTICLE VI

OBLIGATIONS OF THE OWNERS

SECTION 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Master Deed.

SECTION 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a 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, lamps and all other accessories belonging to the unit area shall be at the owner's expense.

(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 Family Units - Internal Changes.

(a) All units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Management Agent, if any, or through the President of the Board of Directors, if no management agent is employed. 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. Use of Common Areas and Facilities and Restricted Common Areas and Facilities. An owner shall not place or cause to be placed in the common project areas any furniture, packages or objects of any kind.

SECTION 5. Right of Entry.

(a) 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 unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

SECTION 6. Rules of Conduct.

(a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Assocation.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers

that may disturb other residents. Keeping domestic animals will abide by the Municipal Sanitary Regulations.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, 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 VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

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 75% of the total value of all units in the project as shown in the Master Deed.

ARTICLE VIII

MORTGAGEES

SECTION 1. Notice to Association. An owner who mortgages his 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 IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of Tennessee. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

C 2 8 9 8 3
IDENTIF. REFERENCE
Oct 24 9 49 AM '73
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

EXHIBIT "C"

A parcel of land in the 11th Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the east margin of Heritage Drive, said point being a common corner of the north boundary of Heritage Village, Section 1, as of record in Book 4460, page 110;

Thence, with the existing and proposed margin of Heritage Drive as follows:

Northerly, 82.29 feet with a curve to the right having a radius of 2210 feet to a point;
N 15° E, 133.01 feet to a point; northeasterly 458.09 feet with a curve to the right having a radius of 620 feet to a point;
N 57° 20' E 192.64 feet to a point; northeasterly 302.60 feet with a curve to the right having a radius of 730 feet to a point;
N 81° 5' E, 106.0 feet to a point;

Thence, S 8° 55' E, 493.75 feet to a point in the north line of Joe E. Womack;

Thence, N 86° 52' 30" W, 65.65 feet to a point, the northwest corner of said Womack;

Thence, S 2° 34' 30" W, 351.90 feet to a point in said Womack's west line;

Thence, S 3° 31' 30" W, 9.23 feet to a point at the northeast corner of said Heritage Village, Section 1;

Thence, N 77° 8' W, 479.91 feet to a point;

Thence, S 12° 52' W, 144.8 feet to a point;

Thence, N 77° 8' W, 370 feet to the point of beginning.

Containing 12.5 acres, more or less, and subject to the following easements:

1. 32-foot wide Nashville Electric Service Easement, as of record in Book 3573, page 343, R.O.D.C.

2. 50-foot wide easement to Tennessee Natural Gas Lines, Inc., Book 2494, page 166, R.O.D.C.

3. 20-foot wide easement for proposed sanitary sewer.

BOOK 4758 PAGE 204

EXHIBIT A1 pg 1

MATCH LINE SEE SHEET SIX

MATCH LINE SEE SHEET SIX

MANHOLE NO. D-4
STA. 9+17
TOP ELEV. 595.5
INV. IN 582.00
INV. OUT 581.17

MANHOLE NO. D-3
STA. 7+95
TOP ELEV. 595
INV. IN 582.00
INV. OUT 581.36

MANHOLE NO. D-2
STA. 6+55
INV. IN 581.50
INV. OUT 581.17

MANHOLE NO. D-1
STA. 5+30 LT
TOP 590
INV. IN 580.00
INV. OUT 579.69

MANHOLE B-1
INV. IN 582.00
INV. OUT 579.50

INV 4249

INV 4029

INV 4012

INV 4004

LEGEND

INV 948	INVERT ELEVATION
	PROPOSED WATER LINE
	PROPOSED FIRE HYDRANT
	GATE VALVE
	METER BOXES
	PROPOSED SANITARY SEWER
	MANHOLE
	CLEANOUT
	CURB INLET
	CATCH BASIN
	LAWN HYDRANTS
	HEADWALL
MUD	MADISON UTILITY DISTRICT

NORTH

GRAPHIC SCALE 0 30 60

POOL

REC. BLDG. 44.00

TERRACE

NOTES:

WATER LINES, VALVES, BOXES, SEWER LINES, MANHOLES AND ALL APPURTENANCES SHALL BE BUILT UNDER THE MADISON UTILITY DISTRICT SPECIFICATIONS AND ACCEPTED BY THE M.U.D. ALL LICENSES, PERMITS, ETC, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

WATER LINES, VALVES AND BOXES AND APPURTENANCES SHALL BE BUILT TO THE MADISON UTILITY DISTRICT SPECIFICATIONS AND ACCEPTED BY SAID DEPARTMENT. ALL LICENSES, PERMITS, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

FIRE HYDRANTS SHALL BE SEALED ACCORDING TO M.U.D. SPECIFICATIONS.

WATER SERVICE LINES SHALL BE LAID TO WITHIN FIVE FEET OF THE BUILDINGS AND CORPORATION COCK INSTALLED.

SEWER SERVICE LINES SHALL BE LAID TO WITHIN FIVE FEET OF THE BUILDINGS AND 6" X 4" WYES WITH PLUGS INSTALLED.

HERITAGE VILLAGE CONDOMINIUM
OLD HICKORY BOULEVARD AT GRAY AVENUE
NASHVILLE, TENNESSEE

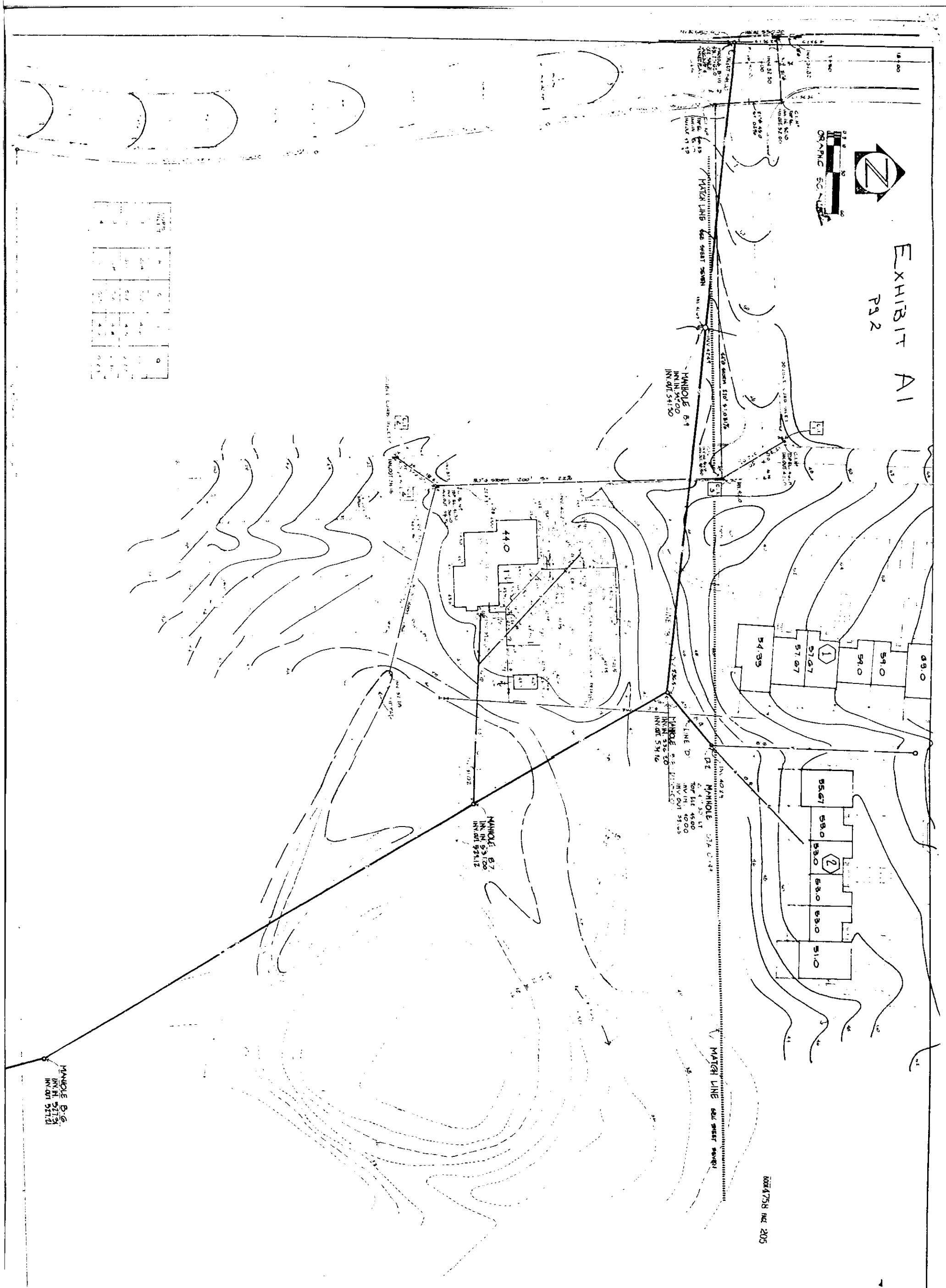
DATE: JULY 21, 1978
JOB NO. 7730

BERNARD L. WEINSTEIN & ASSOCIATES ARCHITECTS
NASHVILLE, TENNESSEE

UTILITY PLAN

CSH

BLW

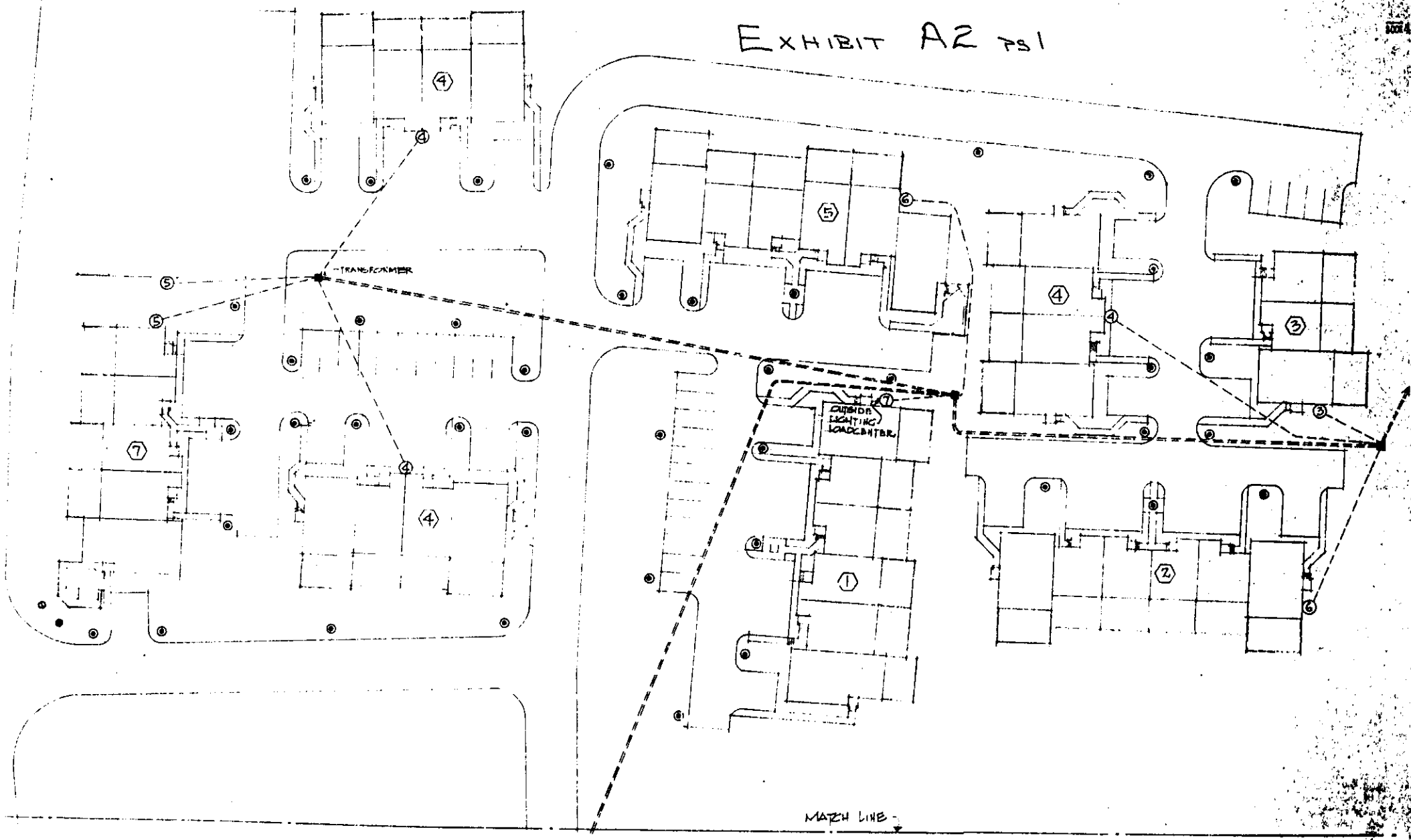


COLMAN S. HOCHMAN AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE / LAND PLANNING
MIDTOWN OFFICE PARK / 1093 CHAMBERLAIN AVENUE
CHATTANOOGA, TENNESSEE 37404 / PHONE 624-8044

REVISED MAY 9 '73
REVISED SEPT 30 '72
SEPT. 11 '72 OCT. 3 '72

SHEET				
9	UTILITY PLAN	HERITAGE VILLAGE CONDOMINIUM OLD HICKORY BOULEVARD AT GRAY AVENUE NASHVILLE, TENNESSEE	DATE JOB NO.	BERNARD L. WEINSTEIN & ASSOCIATES · ARCHITECTS NASHVILLE, TENNESSEE

EXHIBIT A2 PSI



ELECTRICAL SITE PLAN

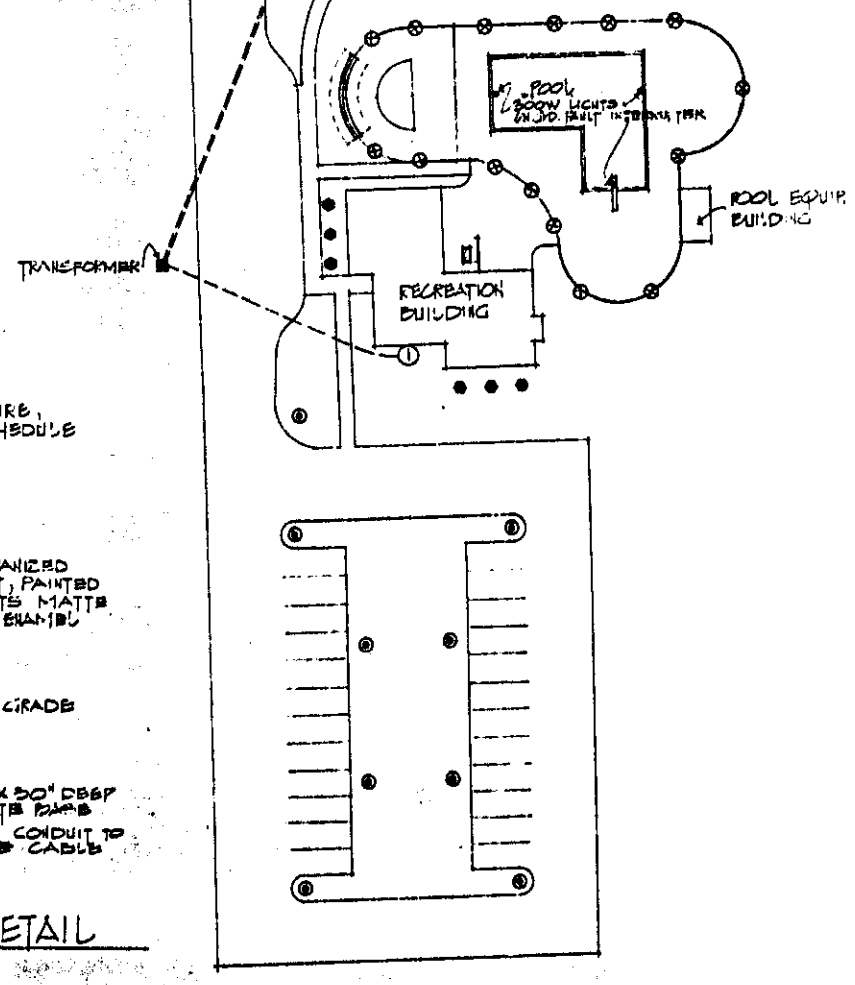
SCALE: 1"30" = 1'-0"

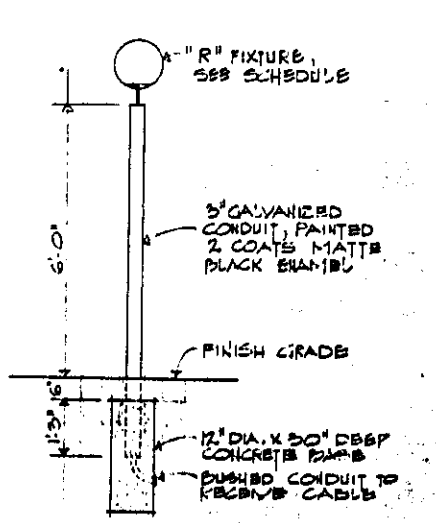
BOOK 4758 PAGE 208

EXHIBIT A2 PS 2

BOOK 1758 PAGE 207

MATCH LINE





EXTERIOR LIGHT DETAIL

SCALE: 1/2" = 1'-0"

ELECTRICAL SITE PLAN

SCALE: 1" = 30'-0"

NORTH

LEGEND:

----	PRIMARY
- - - -	SECONDARY
○	POLE RISER
○A	TRANSFORMER ON POLE, U.G. SERVICE
■	TRANSFORMER, PAD MOUNTED
④	METER CENTER, NO. OF METERS SHOWN
⊙	OUTSIDE LIGHTS, FIXTURE TYPE "R"
⌒	CONCEALED CONDUCTORS
⇆	DUPLEX RECEPTACLES, 120V, 15A
⇆SW	ONE SIDE OF DUPLEX RECEPTACLE IS SWITCHED 120V, 15A
⇆WP	WEATHERPROOF DUPLEX RECEPTACLE, 120V, 15A.
⇆	DUPLEX RECEPTACLE, 120V, 15A., ABOVE COUNTER
⇆R	RANGE RECEPTACLE, 240V, 60A
○	CEILING LIGHT FIXTURE, SWITCH OPERATED
○PC	CEILING LIGHT FIXTURE WITH PULL CHAIN
⊢○	LIGHT FIXTURE, WALL MOUNTED
S	SINGLE POLE SWITCH, 120V, 15A
S3	THREE WAY SWITCH, 120V, 15A
[J]~~	JUNCTION BOX WITH FLEXIBLE CONNECTION TO APPLIANCES
⊢◁	TELEPHONE OUTLET
◇	MOTOR
⑤	EXHAUST FAN
▭	ELECTRIC HEAT COIL
═══	FLUSH MOUNTED LOADCENTER
▭	DISCONNECT SWITCH
SD	SINGLE POLE SWITCH WITH DIMMER
●	OUTSIDE LIGHTS, FIXTURE TYPE "X"
⊗	POOL POST LIGHTS, SEE DETS. DRAWING NO 20, LIGHTS ARE 150W

NOTES:

TRANSFORMERS, PRIMARY AND SECONDARY LINES BY NASHVILLE ELECTRIC SERVICE. EXCAVATION FOR LINES AND CONCRETE PADS FOR TRANSFORMERS BY CONTRACTOR.

REVISED SHEET 11, 72

DATE JULY 24, 72.
JOB NO. 1710

BERNARD L. WEINSTEIN & ASSOCIATES, ARCHITECTS
NASHVILLE, TENNESSEE

HERITAGE VILLAGE CONDOMINIUM
OLD HICKORY BOULEVARD AT CRAY AVENUE
NASHVILLE, TENNESSEE

SITE PLAN, ELECTRICAL - RECREATION BUILDING

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

SHEET	MADISON CO. TENNESSEE				
CODE	NASHVILLE, TENNESSEE				
13	TELEPHONE OUTSIDE PLANT				
	VILLAGE CONDOMINIUMS				
NO. OF V. I. & S.	NO SCALE	SCALE	DATE	BY	APPD.

SOUTH CENTRAL BELL TELEPHONE COMPANY

TAX MAP 61608	ISSUE	DATE	END	APPD	NATURE OF REVISION
BLOCKED BY	1				
DRAWN BY	2				
F-9153	3				

Telephone Wiring
Exhibit A2 pg3

1. ALL CABLES TO BE BURIED IN 20" TRENCH.
2. MARK ALL SPLICES IN BURIED CABLE UNDERGROUND.
3. GROUND CONTINUITY TEST REQUIRED.
4. DO NOT PLACE ANY CABLE IN DUCT.
5. CONTRACTOR - HARDAWAY CONSTR. CO. SUPT. WILLIE STEVENS - TEL # 868-1289.
6. USE AIR LIFTED CABLE SIGN.

BOOK 4758 PAGE 208

NOTE - OTHER CA. CHARITY CONNECTED for CLARITY

OLD NICKORY BLVD.

GENERALLY DR.

TO PHASE II

RECREATION BLDG.

POOL

WERMITAGE DR.

MILLIAMS AVE

COAST NOTE - USE CLAD TERMINALS

BURY 2'-3" UNDER R.O.W.

SAME TRENCH

NOTE-DELIR IN SAME TRENCH

BUILT ON SPEC. CO.

PLAT SHT. 2

PLAT SHT. 3

G UNITS

4 UNITS

5 UNITS

70'NE

35'(M)

36'(M)

22'(M)

29'(M)

40'(M)

25'(M)

NORTH