KAB/6/7/84

THIS INSTRUMENT PREPARED BY:
DEARBORN & EWING, ATTORNEYS
SUITE 1200, ONE COMMERCE PLACE
NASHVILLE, TENNESSEE 37239

BOOK 6312 PAGE 176

MASTER DEED ESTABLISHING

HILLSBORO HEIGHTS CONDOMINIUM

THIS MASTER DEED, made as of the 8 day of JUNE, 1984, by John W. Eakin, and wife Lake T. Eakin, hereinafter referred to as Declarant", for themselves, their successors, grantees, and assigns,

W I T N E S S E T H:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP.

(a) The purpose of this Master Deed is to submit the land hereinafter described in Exhibit A, and the improvements constructed thereon, to the condominium form of ownership and use, in the manner provided under the provisions of the Tennessee Code Annotated, Title 66, Chapter 27, Section 101, et seq., as amended, known as "The Horizontal Property Act", which may hereinafter be referred to as the "Condominium Act".

(b) The name by which this condominium is to be identified is " Hillsboro Heights Condominium", hereinafter called the "Condominium".

(c) The address of the Condominium is 2203 Golf Club Road, Nashville, Tennessee.

(d) The land, which is hereby submitted to the condominium form of ownership, is fully described in Exhibit A hereto, which, by reference, is made a part hereof as fully as if copied herein. The improvements located on such land include, but are not limited to, two (2) residential condominium units, sidewalks, driveways, and landscaping improvements. This land as more particularly described in Exhibit A shall hereinafter be referred to as the "Land".

(e) The description and identification of the Units are shown on the Plat of Hillsboro Heights Condominium, hereinafter referred to as the "Plat", which Plat is attached hereto as Exhibit A-1 and which is further incorporated by reference herein.

2. DEFINITIONS.

The terms used herein and in the By-Laws, which are attached hereto as Exhibit B, shall have the meanings stated in the Condominium Act, and as follows:

(a) Assessment means a share of the funds required for the payment of expenses and charges which from time to time may be assessed against each Unit Owner with respect to each Unit.

(b) Association means Hillsboro Heights Condominium Association, an unincorporated association, being the entity responsible for the operation of the Condominium and its successors. Copies of the By-Laws of the Association are attached hereto, and made a part hereof as Exhibit B.

(c) Common Elements means any of the real property, improvements, and facilities of the Condominium, other than the Units, as the same are hereinafter defined.

(d) Common Expenses means the following:

(1) Expenses of administration of the Condominium, if any;

(2) Expenses of maintenance, operation, repair, or replacement of the Common Elements other than the expenses related to the Limited Common Elements as defined herein;

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

(4) Any valid charge against the Condominium as a whole.

(e) Declarant means John W. Eakin and wife, Lake T. Eakin, their successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein.

(f) Limited Common Elements means that portion of the Common Elements allocated by this Master Deed for the exclusive use of one but not both of the Units.

(g) Unit shall mean the fee simple estate as such area is identified, located and described on the Plat and as hereinafter set forth.

(1) The boundaries of each Unit shall be as follows:

(i) The upper boundary shall be the exterior of the roof of each Unit,

(ii) The lower boundary shall be the lowest surface of the foundation or footings upon which the Unit is built,

(iii) The vertical boundaries (measuring the horizontal area of a Unit) shall be the exterior of the perimeter walls of each Unit.

(2) Notwithstanding the definition of the boundaries of a Unit contained in subparagraph (1) above, in order to more precisely define the boundaries of a Unit, the following shall govern in determining whether an item is part of the Unit, a Limited Common Element, or a portion of the Common Elements:

(i) all brick, wood framing, guttering, chimneys, all windows and screens, exterior doors, and any other materials constituting any part of the upper, lower and vertical boundaries, are part of the Unit. The materials making up any dividing wall separating the Units or the Limited Common Elements allocated to each Unit are a part of the Common Elements .

(ii) If any chute, flue, duct, wire, conduit, pipe, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving both Units is a part of the Common Elements.

(iii) Subject to the provisions of the immediately preceding subparagraph (ii), all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(iv) All air conditioning and heating equipment, patios, porches, balconies, decks, chimneys, and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

(i) Unit Owner means the person or persons holding title in fee simple to a Unit.

3. OWNERSHIP OF COMMON ELEMENTS AND COMMON EXPENSE LIABILITY.

(a) Each Unit Owner shall own fifty percent (50%) of the Common Elements, and shall be liable for payment of fifty percent (50%) of the Common Expenses; provided, however, that any expenses incurred with respect to a Limited Common Element shall be paid by the owners of the Unit to which such Limited Common Element is allocated.

(b) Any conveyance of an individual Unit shall be deemed to also convey the undivided interest of the Unit Owner in the Common Elements and Limited Common Elements appertaining to such Unit even if such conveyance does not specifically refer to such undivided interest.

4. MAINTENANCE AND ALTERATION OF UNITS.

(a) The maintenance and repair of the Unit shall be the responsibility and expense of the Unit Owner.

(b) The Unit Owner shall not make any changes, decorations or alterations of his Unit which affects the exterior appearance of the Unit except with the consent of the Association.

(c) The Unit Owner shall promptly report in writing to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(d) In replacing exterior portions of a Unit, the Unit Owner shall use components of the same color, grade and style as those originally in place, unless permission is otherwise obtained from the Association.

(e) Except as reserved herein to the Declarant, a Unit Owner shall not make any alteration to a Unit or the Common Elements or Limited Common Elements, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the Condominium, or impair any easement, without first obtaining written approval of the Association.

(f) If a Unit Owner fails to maintain and repair his Unit as required herein, the Association may perform such maintenance or repair and assess the Unit Owner for all expenses incurred, together with up to a twenty percent (20%) service charge for the Association's services.

5. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

(a) The maintenance, operation and repair of the Common Elements shall be the responsibility and the expense of the Association.

(b) The maintenance, operation and repair of the Limited Common Elements shall be the responsibility of the Unit Owner of the Unit to which such Limited Common Element is allocated.

(c) A Unit Owner shall not make any changes, decorations or alterations of any Limited Common Element allocated to their Unit which would affect the exterior appearance of the Unit without the consent of the Association.

(d) If a Unit Owner fails to maintain and repair any Limited Common Element allocated to his Unit as required herein, the Association may perform such maintenance or repair and assess the Unit Owner for all expenses incurred, together with up to a twenty percent (20%) service charge for the Association's services.

(e) There shall be no alteration or further improvement of the Common Elements without prior approval in writing by the Association, except as provided by the By-Laws, and any such alteration or improvement, if undertaken, shall not interfere with

the rights of any mortgagee or Unit Owner. The cost of the alteration or improvement of a Limited Common Element shall be assessed to the Unit Owner of the Unit to which such Limited Common Element is allocated. The cost of the alteration or improvement of a Common Element shall be assessed fifty percent (50%) to each Unit Owner.

6. CHART OF IDENTIFICATION OF CONDOMINIUM COMPONENTS AND ALLOCATION OF MAINTENANCE RESPONSIBILITY AND EXPENSE.

The Chart of Identification of Condominium Components and Allocation of Maintenance Responsibility and Expense attached hereto as Exhibit A-2 provides for the following:

(a) identification of the components of Units, Limited Common Elements and Common Elements;

(b) allocation of maintenance responsibility for such components; and

(c) designation of the party responsible for the expense of maintenance of such components.

The chart is merely illustrative and is not intended as an exclusive identification of condominium components or allocation of maintenance responsibility and expense. It does not affect other identifications or maintenance and expense allocations made by this Master Deed or the By-laws.

7. ASSESSMENTS.

(a) Assessments against Unit Owners for Common Expenses shall be made pursuant to the By-Laws and shall be allocated fifty percent (50%) to each Unit Owner.

(b) Assessments, and installments thereon, paid on or before fifteen days after the date when due shall not bear interest, but all sums not paid on or before fifteen days after the date when due shall bear interest at the rate of fifteen percent per annum or at such other rate of interest determined by the Association not to exceed the maximum rate allowed under applicable laws and shall be subject to a $15.00 late charge or such other late charge amount as

may be adopted by the Association. All payments upon account shall be first applied to late charges, then interest and then to the assessment payment first due. 6312 182

(c) The Association shall have a lien for unpaid assessments as provided by the Condominium Act and this Master Deed. Such lien shall also secure reasonable attorney's fees and all costs of collection incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(d) The Unit Owner and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantees to recover from the grantor the amounts paid by the grantee for delinquent assessments. Such liability may not be avoided by a waiver of the use of any Common Element or by the abandonment of the Unit. The Association shall have the right to sue for and collect any such unpaid assessments, to foreclose upon the lien securing the assessments or to institute any other competent proceeding. In any event, the Association shall be entitled to recover all delinquent payments, together with late charges, interest, and all costs of collection, including reasonable attorneys' fees.

(e) A purchaser of a Unit at a foreclosure sale upon a first deed of trust shall be liable only for assessments coming due after such sale and for the portion of due assessments prorated for the period after the date of such sale.

8. EASEMENTS.

Easements are hereby granted as follows:

(a) The following easements are granted to the Association for the following purposes:

(1) Easements through or over the Units and any Limited Common Element allocated to any Unit for conduits, ducts, plumbing, wiring and other facilities for the furnishing or repair of utility service to Units, Limited Common Elements or Common Elements;

(2) Easements through or over the Units and any Limited Common Element allocated to any Unit for the purpose of maintaining or repairing any portion of the Common Elements, Limited Common Elements or any Unit. All incidental damage caused to a Unit by such maintenance or repair work shall be promptly repaired at the expense of the Association;

(3) Easements of support in every portion of a Unit which contributes to the support of the adjoining Unit, including easements for access to and repair of such elements of support;

(4) Easements for encroachments of any portion of the Common Elements and Limited Common Elements upon the boundary of any Unit whether caused by the settlement of a Unit or by minor inaccuracies in the Plat of the Condominium as set forth in Exhibit A-1, or rebuilding of any part of a Unit, whether such encroachments now exist or hereafter may exist. All such easements shall continue until such encroachments shall cease to exist.

(b) As an appurtenance to each Unit, easements are granted to the Unit Owners for encroachments by any portion of the boundaries of each Unit upon the Common Elements or Limited Common Elements, whether caused by the settlement of a Unit or by minor inaccuracies in the Plat of the Condominium as set forth in Exhibit A-1, or rebuilding of any part of a Unit, whether such encroachments now exist or hereafter may exist. All such easements shall continue until such encroachments shall cease to exist.

(c) A Construction Easement through or over Unit 1 and the Common Elements and Limited Common Elements allowing for the construction of Unit 2 is hereby granted to Declarant, their successors and assigns and to any mortgagee with a lien of record on proposed Unit 2 of Hillsboro Heights Condominium.

9. RIGHTS OF MORTGAGE HOLDERS IN RELATION TO ASSESSMENTS.

(a) The liens as herein set out for the enforcement of assessments shall in all respects be subordinate to first mortgage liens on the individual Units.

(b) A first mortgagee who obtains title to a Unit by reason of foreclosure of a mortgage covering a Unit, or by a deed in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges against the Unit which accrue prior to the time such mortgagee comes into possession of the Unit. The preceding sentence shall not be construed to prevent the Association from filing liens for such assessments and enforcing them against the prior Unit Owner as provided by law.

10. ASSOCIATION.

The operation of the Condominium shall be by Hillsboro Heights Condominium Association, herein called the Association, an unincorporated association, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The members of the Association shall be the Unit Owners.

(b) The By-Laws of the Association shall be in the form attached as Exhibit "B."

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to a Unit.

11. INSURANCE.

(a) Each Unit Owner shall be responsible for and bear the expense of obtaining multi-peril, all risk, fire and extended coverage insurance covering their respective units in the full replacement value of the Unit. Each Unit Owner shall provide the other Unit Owner with a certificate of insurance evidencing said coverage.

(b) Each Unit Owner shall be responsible for and bear the expense of obtaining personal property insurance covering the contents of their respective Units.

(c) Each Unit Owner shall be responsible for and bear the expense of obtaining public liability insurance to cover liabilities of the Unit Owners with respect to their respective Units and

the Limited Common Elements allocated to their Units. Such coverage shall be in the minimum amount of $300,000.00 per occurrence and each Unit Owner shall provide the other Unit Owner with a certificate of insurance evidencing said coverage.

12. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.

(a) If Common Elements or Limited Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined under Paragraph 17 that the Condominium shall be terminated.

(b) If the damaged property is a Unit or both Units, and at least one of the Units is determined by the Association to be tenantable, the damage shall be reconstructed or repaired, unless, within sixty (60) days after the casualty, it is determined under Paragraph 17 that the Condominium shall be terminated.

(c) If the damaged property is a Unit or both Units and neither of the Units is determined by the Association to be tenantable, the damage will not be reconstructed or repaired, and the Condominium will be terminated under Paragraph 17, unless, within sixty days after the casualty, all Unit Owners agree in writing to such reconstruction or repair.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings or if not, then according to plans and specifications approved by the Association, which approval shall not be unreasonably withheld.

13. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

(a) If damage occurs to those parts of a Unit or Limited Common Element allocated to a Unit, then the Unit Owner shall be responsible for the prompt reconstruction and repair of such damage after the casualty. In the event the Unit Owner fails to make such repairs or reconstruction promptly, the Association reserves the right to make such repairs and to assess the Unit Owner for all expenses, together with a service fee of up to twenty percent (20%) of such expenses for the Association's services.

(b) Immediately after a casualty causing damage to a Common Element, the Association shall rebuild or repair the damaged property to a condition as good as that existing immediately before the casualty.

14. USE RESTRICTIONS.

The use of the Condominium shall be in accordance with the following provisions:

(a) Each of the Units shall be occupied only by a family, individuals, or guests as a residence, and for no other purpose. No Units may be rented.

(b) No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred.

(c) The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

(d) No use or practice shall be permitted on the Condominium which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the Condominium by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

(e) Reasonable rules and regulations concerning the use of the Condominium property may be made and amended from time to time by the Association in the manner provided by its By-Laws. Copies of

such regulations and amendments thereto shall be furnished by the Association to the Unit Owners and residents of the Condominium upon request.

15. COMPLIANCE, DEFAULT AND REMEDIES.

Each Unit Owner shall be governed by, and shall comply with, the terms of this Master Deed, the By-Laws, and any rules and regulations adopted pursuant thereto, as any of the same may be amended from time to time. In addition to the remedies provided by the Condominium Act, a default by a Unit Owner shall entitle the Association, to the following relief:

(a) Additional Liability. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by said Unit Owner.

(b) Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

(c) No Waiver of Rights. Failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Master Deed, the By-laws, or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. All rights, remedies and privileges granted to the Association or any Unit Owner pursuant to the terms of the Condominium Act, this Master Deed, the By-laws of the Association shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such other privileges as may be granted to such party by the Condominium Act, the condominium instruments above named, or at law or equity.

16. AMENDMENTS.

This Master Deed may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be given to each Unit Owner and a meeting of the Association shall be held at which the proposed amendment is considered and voted upon.

(b) A copy of each amendment which is approved shall be effective when recorded in the Register's Office of Davidson County, Tennessee.

17. TERMINATION.

The Condominium may be terminated as follows:

(a) In the event it is determined under Paragraph 12(c) that the damaged property shall not be reconstructed because of substantial loss in accordance with T.C.A. § 66-27-118 as amended, the Condominium shall be terminated.

(b) The Condominium may be terminated at any time after obtaining the prior approval in writing of all Unit Owners, and by all record owners of liens thereon in accordance with T.C.A. § 66-27-109.

(c) The termination of the Condominium shall be evidenced by a deed in compliance with T.C.A. § 66-27-109, certifying the facts effecting the termination, which deed shall become effective upon being recorded in the Register's Office of Davidson County, Tennessee.

18. FURTHER ASSURANCES FOR FIRST MORTGAGEES.

Notwithstanding anything to the contrary contained in this Master Deed or in the By-Laws of the Association, first mortgagees shall have the following rights:

(a) The Master Deed, the attached By-Laws, or any other of the Condominium's constituent documents shall not impair the rights of a first mortgagee to:

(1) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage, or

(2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(3) Sell or lease a Unit acquired by the mortgagee.

(b) First mortgagees shall have the right to examine the books, records and financial statements of the Association, as well as the By-Laws and other rules concerning the Condominium at reasonable times and upon reasonable notice.

(c) First mortgagees shall have the right, upon written request, to receive a financial statement from the Association for the immediately preceding fiscal year.

(d) Condominium assessments shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments.

(e) No interpretation shall be given to this Master Deed or any of the other Condominium constituent documents which would give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

(f) Any agreement for professional management of the Condominium, or any other contract providing for services by the Declarant may not have a term greater than three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(g) The Association, upon receiving notification of the existence of a first mortgage on any particular Unit, shall provide notice in writing to such mortgagee, or to such other entity as such mortgagee may direct, of any loss to, or taking of, the Common

Elements of the Condominium if such loss or taking exceeds the market value of any one Unit, or damage to a Unit covered by such mortgage if such loss or taking exceeds ten percent (10%) of the market value of any one Unit.

(h) First mortgagees shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(i) First mortgagees shall also have the right, upon written request, to receive written notice from the Association of any proposed action which requires the consent of a specified percentage of mortgage holders.

19. DECLARANT'S RIGHT TO CONSTRUCT DIVIDING WALL.

Declarant may construct a dividing wall along the line dividing the Limited Common Areas allocated to each Unit as shown on the Plat. Such dividing wall may vary from said line as determined by Declarant in order to conform with the natural contours of the land and as deemed advisable by Declarant to preserve existing trees and shrubbery. Such dividing wall shall be considered a part of the Common Elements of the Condominium.

20. NON-LIABILITY OF THE DECLARANT, DIRECTORS AND OFFICERS OF THE ASSOCIATION.

The Declarant and the Directors and Officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever, except for any acts or omissions found by a Court to constitute gross negligence or fraud.

21. SEVERABILITY.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, or word, or other provision of this Master Deed and the By-Laws, of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, John W. Eakin and wife, Lake T. Eakin, as owners of the real estate herein described have executed this Master Deed as of JUNE 8, 1984.

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John W. Eakin
John W. Eakin

Lake T. Eakin
Lake T. Eakin

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, _____, a Notary Public in and for the County and State aforesaid, personally appeared John W. Eakin and Lake T. Eakin, with whom I am personally acquainted, and who upon oath acknowledged themselves to be the within named bargainors, and that they executed the foregoing instrument for the purposes therein contained, by signing their names.

Witness my hand and seal, at office in _____ Tennessee, this the _____ day of _____, 1984.

_____
NOTARY PUBLIC

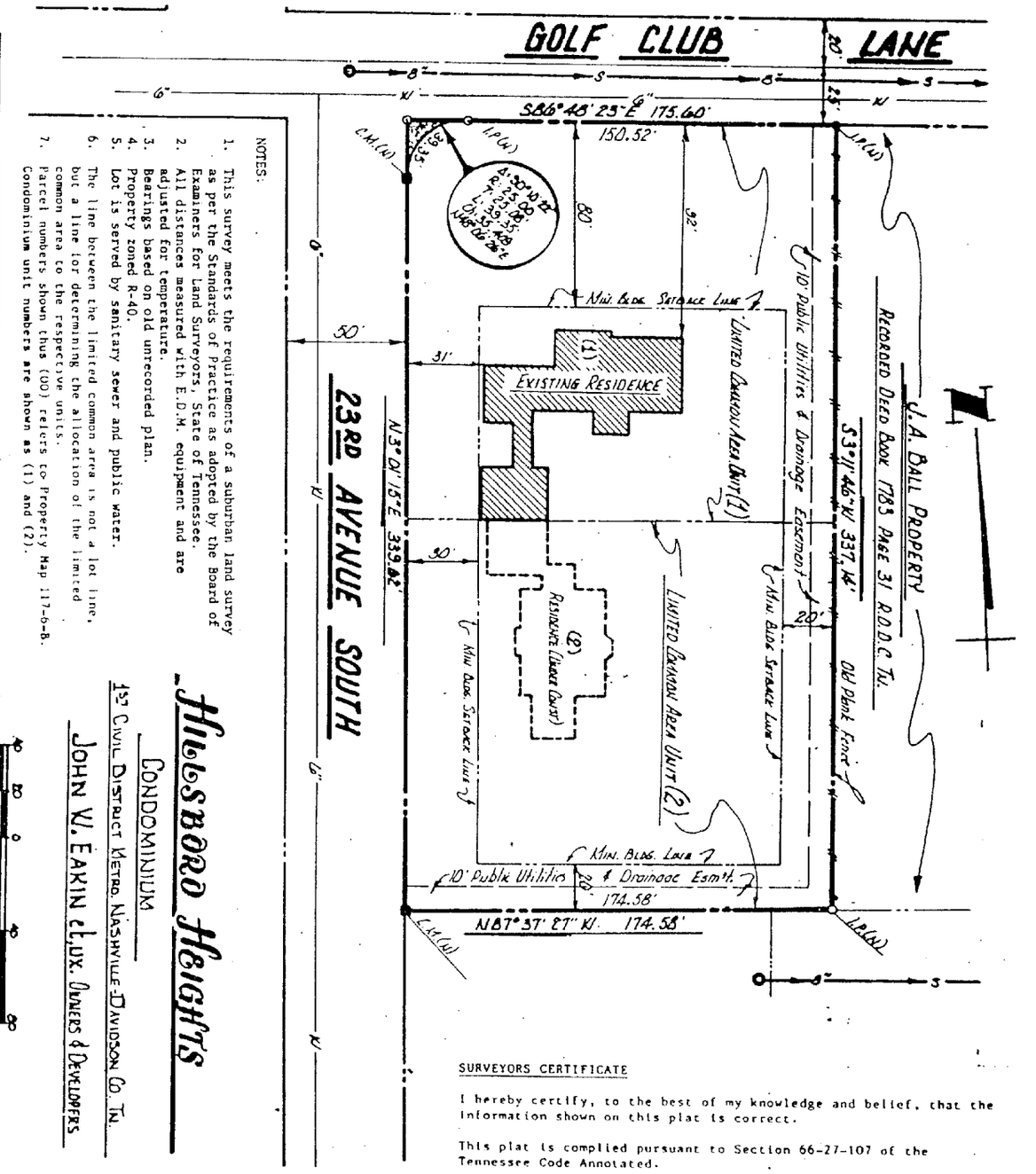
My Commission Expires: _____

EXHIBIT A

Land in Davidson County, Tennessee, being the westerly 175 feet of the easterly 275 feet of the southerly part of Lot No. 3 on the Plan of Hillsboro Heights, not of record, described according to a survey made by W. B. Southgate, Engineer, May 1910, as follows:

Beginning at the southeast corner of 23rd Avenue South and Golf Club Road; thence with the southerly margin of said Road, eastwardly 175 feet; thence southwardly and parallel with the easterly margin of 23rd Avenue South, 340 feet, more or less, to a point in the northerly line of Lot No. 17; thence with same westwardly 175 feet to the easterly margin of 23rd Avenue South; thence with same, northwardly 341 feet to the beginning.

Being the same property conveyed to John W. Eakin and wife, Lake T. Eakin, by deed from E. J. Allen and wife, Pearl C. Allen, of record in Book 6165, page 806, Register's Office for Davidson County, Tennessee.



UNIT SCHEDULE

UNIT NO.	APPROX. SQ. FT.
1	2950
2	3568

NOTES:

1. This survey meets the requirements of a suburban land survey as per the Standards of Practice as adopted by the Board of Examiners for Land Surveyors, State of Tennessee.
2. All distances measured with E.D.M. equipment and are adjusted for temperature.
3. Bearings based on old unrecorded plan.
4. Property zoned R-40.
5. Lot is served by sanitary sewer and public water.
6. The line between the limited common area is not a lot line, but a line for determining the allocation of the limited common area to the respective units.
7. Parcel numbers shown thus (00) refers to Property Map 117-6-B. Condominium unit numbers are shown as (1) and (2).

HILLSBORO HEIGHTS

CONDOMINIUM

1st CIVIL DISTRICT METRO NASHVILLE-DAVIDSON CO. TN.

JOHN W. EAKIN ET UX. OWNERS & DEVELOPERS

JUNE 7, 1984

83-078

RAGAN-SMITH-MURPHY & ASSOC. INC.

40 RUSSELL STREET

NASHVILLE, TENN. 37206

SURVEYORS CERTIFICATE

I hereby certify, to the best of my knowledge and belief, that the information shown on this plat is correct.

This plat is complied pursuant to Section 66-27-107 of the Tennessee Code Annotated.

NAME: RAGAN-SMITH-MURPHY & ASSOCIATES, INC.

BY: Roger H. Fuqua DATE 6/7/84

ROGER H. FUQUA REGISTERED LAND SURVEYOR TENNESSEE NO. 805

EXHIBIT A-1 TO MASTER DEED ESTABLISHING HILLSBORO HEIGHTS CONDOMINIUM

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EXHIBIT A-2

TO MASTER DEED ESTABLISHING HILLSBORO HEIGHTS CONDOMINIUM

COMPONENT IDENTIFICATION, MAINTENANCE & EXPENSE CHART

I. Identification

COMPONENTS OF UNIT	LIMITED COMMON ELEMENTS	COMMON ELEMENTS
All components located within or constituting the boundaries of the Unit including, but not limited to: the exterior of the roof, the exterior of the perimeter walls, all exterior doors, including sliding glass doors; all windows; screens and screen doors all pipes, ducts, electrical wiring and conduits located entirely within a Unit and serving only such Unit.	All Land; parking areas; landscaping improvements; porches; chimneys; decks; air conditioning and heating equipment; those portions of any chute, flue, duct, wire, or conduit located partially within and partially outside a Unit which serve only that Unit.	Common sewer, water and utility pipes, wires, poles or lines which are used by the two Units; the dividing wall separating the two Units and the Limited Common Elements allocated to each Unit; any other portion of the Condominium other than the Units and Limited Common Elements.

EXHIBIT A-2

TO MASTER DEED ESTABLISHING HILLSBORO HEIGHTS CONDOMINIUM

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II. Assignment of Maintenance Responsibilities

UNIT	LIMITED COMMON ELEMENTS	COMMON ELEMENTS
Responsibility of Unit Owner	Responsibility of Unit Owner	Responsibility of Association

III. Allocation of Maintenance Expense

UNIT	LIMITED COMMON ELEMENTS	COMMON ELEMENTS
Expense of Unit Owner	Expense of Unit Owner to whom Limited Common Element is allocated	Common Expense of Association.

Note: This chart is merely illustrative and not exhaustive. It is not intended to be an exclusive identification of components or allocation of maintenance responsibilities and expenses, and does not affect other identifications, maintenance or expense allocations made by the Master Deed or By-laws.

KAB/6/7/84

EXHIBIT B TO MASTER DEED OF HILLSBORO HEIGHTS CONDOMINIUM

BY-LAWS FOR HILLSBORO HEIGHTS CONDOMINIUM
AND HILLSBORO HEIGHTS CONDOMINIUM ASSOCIATION

1. Identity.

(a) These are the By-Laws of Hillsboro Heights Condominium, herein called the "Condominium", and Hillsboro Heights Condominium Association, herein called the "Association", an unincorporated association which has been organized for the purpose of administering the Condominium established by a Master Deed of record in Book 6312, page 176, Register's Office of Davidson County, Tennessee, herein called the "Master Deed," pursuant to Title 66, Chapter 27, Section 101 et seq., as amended, Tennessee Code Annotated, herein called the "Condominium Act", which Condominium is identified by the name Hillsboro Heights Condominium, and is located at 2203 Golf Club Road, Nashville, Tennessee.

2. Members.

The members of this Association shall be John W. Eakin, and wife, Lake T. Eakin, hereinafter referred to as "Declarant" and all subsequent Unit Owners in Hillsboro Heights Condominium.

3. Meetings of Members.

(a) The members of the Association shall meet from time to time as needed at such times and places as determined by the members of the Association.

(b) Notice of all members' meetings, stating the time and place, and the objects for which the meeting is called, shall be given by the President or Vice-President to the Unit Owners.

(c) All members of the Association must be present in order for the Association to take action; provided, however, that in the event a member other than the Declarant is not present at a meeting of the Association after having received notice of the meeting, the Declarant may unilaterally take action on behalf of the Association.

(d) The aggregate number of votes for all Unit Owners shall be two (2) and one (1) vote shall be allocated to each Unit, provided that the Declarant, their successors and assigns, shall retain the power to cast the deciding vote in the event the Association vote is deadlocked.

(e) If a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Association.

If no certificate is presented to the Association and a Unit is owned by two (2) or more individuals, any record owner present at a meeting of the Association may cast the vote of the Unit. If more than one (1) record owner of a Unit is present at a meeting, only one such owner may cast the vote of the Unit. If the record owners of a Unit cannot unanimously agree as to who may cast the vote of the Unit, the vote of the Unit shall not be counted.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Association before the appointed time of the meeting.

(g) The presence of individual Unit Owners entitled to cast a majority of the votes of the Association is required at members' meetings to adopt decisions.

4. Directors.

The affairs of the Association shall be managed by a Board of Directors consisting of two (2) Directors, one of which may be the Declarant. Each Unit Owner shall have the power to appoint one (1) person to the Board who shall serve at the convenience of the Unit Owner. A Unit Owner may appoint himself to the Board.

Each Director shall have one (1) vote, provided that the Declarant, their successors and assigns as provided herein, shall retain the power to cast the deciding vote in the event the Board vote is deadlocked.

5. Directors' meetings.

(a) The organizational meeting of the initial Board of Directors shall be held at such place and time as shall be fixed by the Directors at the meeting at which they are appointed.

(b) 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. Notice of regular meetings 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.

(c) Special meetings of the Directors may be called by any member of the Board. Notice of the meeting 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, which notice shall state the time, place, and purpose of the meeting.

(d) Both members of the Board of Directors must be present in order for the Board to take action on behalf of the Association; provided, however, that in the event a Director, other than the Declarant, is not present at a meeting of the Board after having received notice of the meeting, the Declarant may unilaterally take action on behalf of the Board.

(e) The Directors may adopt any resolution by an instrument in writing, signed by all of the then qualified and acting Directors, and any such resolution, when so executed, shall have the force and validity of a resolution adopted at any regular or special meeting.

6. Powers and duties of the Board of Directors.

(a) All of the powers and duties of the Association existing under the Condominium Act, the Master Deed, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required. The Board of Directors is specifically charged with the responsibility of providing for the care and upkeep of all Common Elements of the Condominium pursuant to the provisions of the Master Deed. Specifically included in the foregoing general powers of the Board of Directors are the following powers and duties, which are listed by way of enumeration and not by limitation:

(1) To elect and remove the officers of the Association;

(2) To administer the affairs of the Association and the Condominium property;

(3) To formulate policies for the administration, management and operation of the Condominium and the Common Elements;

(4) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Condominium property and the Common Elements, and to amend such rules and regulations from time to time;

(5) To provide for the maintenance, repair, and replacement of the Common Elements as required by the Master Deed, to make payments therefor, and to approve payment vouchers or to delegate such approval to the officers;

(6) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium property and the Common Elements;

(7) To fix the estimated annual budgets, and to provide the manner of assessing and collecting from Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(8) To borrow money for the purpose of repair or restoration of Common Elements with the approval of the members of the Association;

(9) To maintain or defend any action in any court or other proceeding on behalf of the Unit Owners which arises in connection with the Common Elements;

(10) Unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of Unit Owners as expressed in resolutions duly adopted at any annual or special meeting of Unit Owners;

(11) To exercise all other powers and duties of Unit Owners as a group referred to in the Condominium Act, in the Master Deed or these By-Laws.

(b) Specifically, whenever in these By-Laws or in the Master Deed the Association is given the power to take any action, it is the intention of such instruments that the Board of Directors shall act for the Association in all cases, except to the extent that it is expressly provided that action may be taken upon vote of the Unit Owners.

(c) Nothing in these By-Laws shall be considered to grant to the Board of Directors, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to the Unit Owners.

7. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director and a Vice President, who shall be a Director. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Officers of the Association shall not receive compensation unless approved by all Unit Owners.

(b) The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association.

(c) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

8. Assessments.

(a) Each Unit Owner is obligated to pay an annual assessment imposed by the Association to meet the Common Expenses as defined in the Master Deed including but not limited to any costs of repair or reconstruction to the Common Elements. The initial assessment shall be set by the Declarant and notice of the due date of such assessment shall be given to each Unit Owner. Thereafter the Board shall set the annual assessment at a time to be determined by the Board. The Board shall notify the Unit Owners of the due date for the annual assessment at least 30 days prior to such date.

(b) In the event Common Expenses are incurred during the year which were not included in the original assessment, the Board shall have the power to make a supplemental assessment, notice of which shall be given to each Unit Owner. Each Unit Owner shall be responsible for paying his fifty percent (50%) share of the supplemental assessment in the same fashion as the regular annual assessment.

(c) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(d) The Board of Directors shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board of Directors may determine.

9. Rules and Regulations.

The Directors are expressly empowered to adopt and promulgate, from time to time, reasonable rules and regulations governing the use of the Units and the common areas, including the imposition of penalties for violation thereof. All such rules and regulations shall be binding rules and regulations of the Association.

10. Amendments.

These By-Laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings to consider the amendment may express their approval in writing prior to the meeting.

(c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit, nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses, nor change the voting rights of members, unless the record owner of the Unit

concerned and all record owners of liens thereon shall join in the execution of the amendment giving their written approval.

(d) A copy of each amendment shall be certified by the President of the Association as having been duly adopted and shall be effective upon recording in the Register's Office for Davidson County, Tennessee.

11. Assignment of Declarant's Rights.

The Declarant, upon the conveyance of the last Unit owned by Declarant, may assign the rights and powers granted to the Declarant in the Master Deed and these By-laws to any Unit Owner of Hillsboro Heights Condominium. Such assignment shall specifically include the power to cast the deciding vote in the event an Association vote or a Board of Directors vote is deadlocked. The assignment by the Declarant must be in writing and shall be effective upon recording the same with the Register's Office for Davidson County, Tennessee.

12. Definition of Terms.

The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Master Deed. The term "member" as used in these By-Laws, means "Unit Owner" as defined in the Master Deed.

13. Compliance with Statute.

These By-Laws are set forth to comply with the requirements of the Condominium Act of Tennessee, Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time. 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.

The foregoing By-Laws are hereby adopted as the By-Laws of Hillsboro Heights Condominium and Hillsboro Heights Condominium Association by the undersigned as of JUNE 8, 1984.

John W. Eakin
John W. Eakin

Lake T. Eakin
Lake T. Eakin

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IDENTIF. REFERENCE
JUN 8 3 29 PM '84
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
PUSH