RUSH

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THIS INSTRUMENT PREPARED BY:

CHRISTY WILKINS IVEY
Attorney at Law
2210 Crestmoor Road
P.O. Box 150157
Nashville, Tennessee 37215-0157

IDENTIF. REFERENCE

DEC 3 9 55 AM '84

REGISTER
COUNTY, TN

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NO.:
Orleans Condominiums Homeowners' Association 114 Thirty-Third Avenue, So. Nashville, Tennessee 37212	Same	Map 104-6, Parcel 178 Field Book 26W-6475

BOOK 6437 PAGE 536

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF

ORLEANS CONDOMINIUMS

THIS MASTER DEED is made this 30th day of Nov., 1984, by ORLEANS LTD., A Tennessee Limited Partnership (herein called "Developer"), for itself, its successors or assigns, wherein the Developer makes the following declarations and submissions.

1. **PURPOSE.** The purpose of this Master Deed is to submit the land described in Exhibit "A" attached hereto and made a part hereof (sometimes referred to herein as the "Property", or Orleans Condominiums), and the improvements thereon to a Horizontal Property Regime under the provisions of the Tennessee Horizontal Property Act, as codified as §66-27-101, et seq., of the Tennessee Code Annotated.

2. **NAME AND ADDRESS.** The name by which this horizontal property regime is to be identified is Orleans Condominiums, and it is located in Nashville, Davidson County, Tennessee, as shown on Exhibit "A" attached hereto.

3. **SUBMISSION OF THE PROPERTY.** The Developer hereby submits the Property, together with the buildings and improvements thereon, owned by the Developer in fee simple

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absolute, to the referenced provisions of the Tennessee Code Annotated, hereby establishing a horizontal property regime.

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

5. **THE BUILDING.** The building, consists of two (2) main structures, each three stories in height, containing ten (10) condominium apartments and one efficiency apartment (Unit No. 10) which will be the property of the Homeowners' Association. The designation of apartment numbers is as shown on Exhibit "A" attached hereto. Parking areas will be afforded as shown on said Exhibit. Condominium apartment numbers one through nine (1-9) have one bath and two bedroom. Condominium apartment number eleven (11) has one bath and one bedroom.

6. **APARTMENTS.** The said Exhibit shows the location of all apartments in the building and their respective apartment numbers.

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

8. **USE OF APARTMENT.** Each of the apartments shall be used as a single family residence only. This provision shall not preclude use and occupancy by two adults not married to each other.

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

(a) The land.

(b) All foundations, columns, girders, beams and supports.

(c) All roofs; all exterior walls of the building not including the portions thereof on the apartment side of the dry-wall or paneling of such walls; and the portions between the apartment side of walls and partitions between apartments; all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his apartment, nor shall such co-owner be deemed to own the utilities (without limitation) running through his apartment which are utilized for, or serve more than one apartment, except as a right in common to share the same with the other co-owners. A co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows, and doors bounding his apartments.

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

(e) All yards, all open parking and driveway areas which will be common elements in common.

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

(g) All tanks, pumps, motors, fans, compressors, air handling units and control equipment, and any system for central services; but not including heating or air-conditioning units, equipment or components thereof which serve only one apartment.

(h) All sewer pipes (excluding pipes defined as Limited common elements);

(i) Unit number 10, an efficiency apartment to be maintained by and leased, managed or used to the financial benefit of the Homeowners' Association;

(j) The interest of each co-owner in the common elements is an equal 1/10th undivided interest. Provided, however, that in the event the homeowners' association elects to convey title to Unit Number 10, the interest of each co-owner in the common element shall be an equal 1/11th undivided interest

10. **LIMITED COMMON ELEMENTS.** Limited common elements are defined as those common elements which are reserved for the use of a certain apartment or apartments to the exclusion of the other apartments. All terraces, balconies, decks, storage spaces, stoops, which serve individual apartments are limited common elements for the exclusive use of the sole co-owner or co-owners whose apartment they serve. All utilities pipes, i.e., plumbing inside walls of a building which serve one unit only, are limited common elements. Party walls (if any) between apartments shall be limited common elements. All heating or air conditioning units, equipment or components thereof which serve only one apartment but are located outside that apartment shall be limited common elements exclusively for that apartment. Nine storage closets located adjacent to apartment numbers one through nine shall be a limited common element of the apartment nearest the entrance of each storage closet, such that each of the above nine apartments has the use of one storage closet as a limited common element of that apartment only.

11. **INDIVISIBILITY OF INTEREST.** The common elements, both general and limited, shall remain undivided, and shall not be subject to any action for partition or division of co-ownership.

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

13. **PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENTS.** Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables (television,

communication or otherwise), wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. The Board of Directors, or its designated representative, shall have a right of access to each apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

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

15. **APARTMENTS SUBJECT TO BY-LAWS .** All present and future co-owners, tenants and occupants of an apartment shall be subject to, and shall comply with, the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, §66-27-101, et seq., as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to an apartment, or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the said By-Laws, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

16. **AMENDMENT.** This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty-seven (67%) percent of the total apartments in the horizontal property regime, which deed shall be recorded in the Register's Office for Davidson County, Tennessee. For these purposes, Developer shall be deemed to be the owner of all apartments which have not been actually deeded to a purchaser.



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

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

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

20. **DEFINITION OF TERMS.** The words and phrases used in this Master Deed shall have such meanings as are ascribed to them in general English language usage as related to the context in which they are used; provided, however, that those words and phrases which are defined in the Tennessee Horizontal Property Act shall have the meanings there given, and provided further that words and phrases not directly defined in the Act, but whose definition would be indirectly indicated, shall have the meanings which would be necessary to maintain this Master Deed in compliance with the said Horizontal Property Act.

IN WITNESS WHEREOF, the Developer has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 30th day of Nov., 1984.

ORLEANS LTD., A LIMITED PARTNERSHIP

By: R & B EQUITIES, A General Partnership,
General Partner

By: _____
James L. Riggs

By: _____
J. D. Barnes

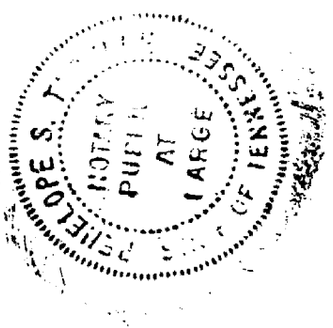
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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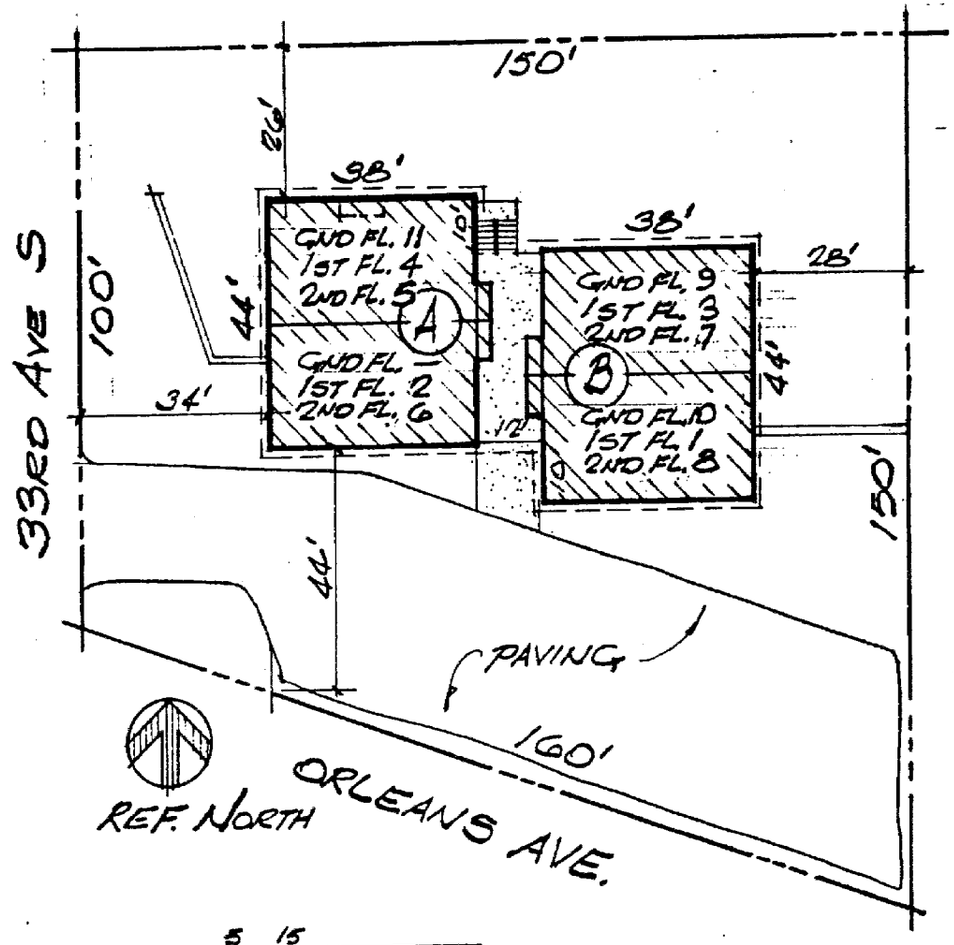
Before me, the undersigned, a Notary Public within and for the State and County afforsaid, personally appeared James L. Riggs and J. D. Barnes with whom I am personally acquainted and who upon their oaths acknowledged themselves to be the general partners of R. & B. Equities, a general partnership, which is the general partner of Orleans Ltd., A Limited Partnership, the within named bargainor and they as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therin contained by signing the name of Orleans Ltd., A Limited Partnership by the said James L. Riggs and J. D. Barnes, ass such general partners of R. & B. Equities, the general partner.

Witnes my hand and official seal at office at Nashville, Tennessee, on this the 30 day of November, 1984

Penelope S. Tisdale
Notary Public



My Commission Expires: 10/20/85



SCHEDULE OF UNIT NET AREAS

UNIT	SQ. FT. AREA
1	761
2	
3	
4	
5	
6	
7	
8	761.
9	720
10	480
11	690 + 70
COMM	475

SITE PLAN

5 15
0 10 20 30 40 50

ORLEANS CONDOMINIUMS

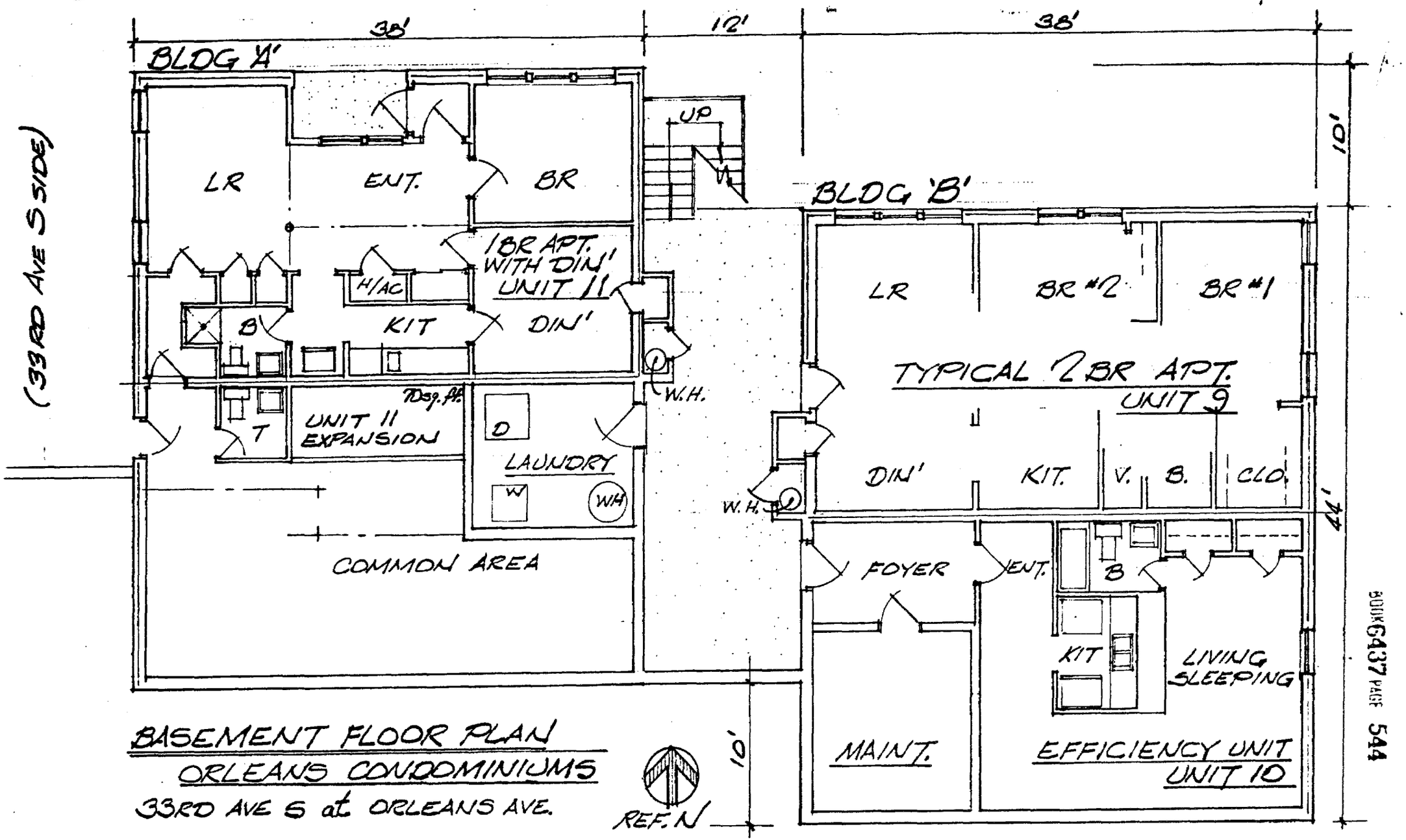
33RD AVE S at ORLEANS AVE.

OWNER: ORLEANS LIMITED
7319 CRESTMOOR RD.
NASHVILLE TN

EXHIBIT A TO MASTER DEED

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BASEMENT FLOOR PLAN

ORLEANS CONDOMINIUMS

33RD AVE S at ORLEANS AVE.

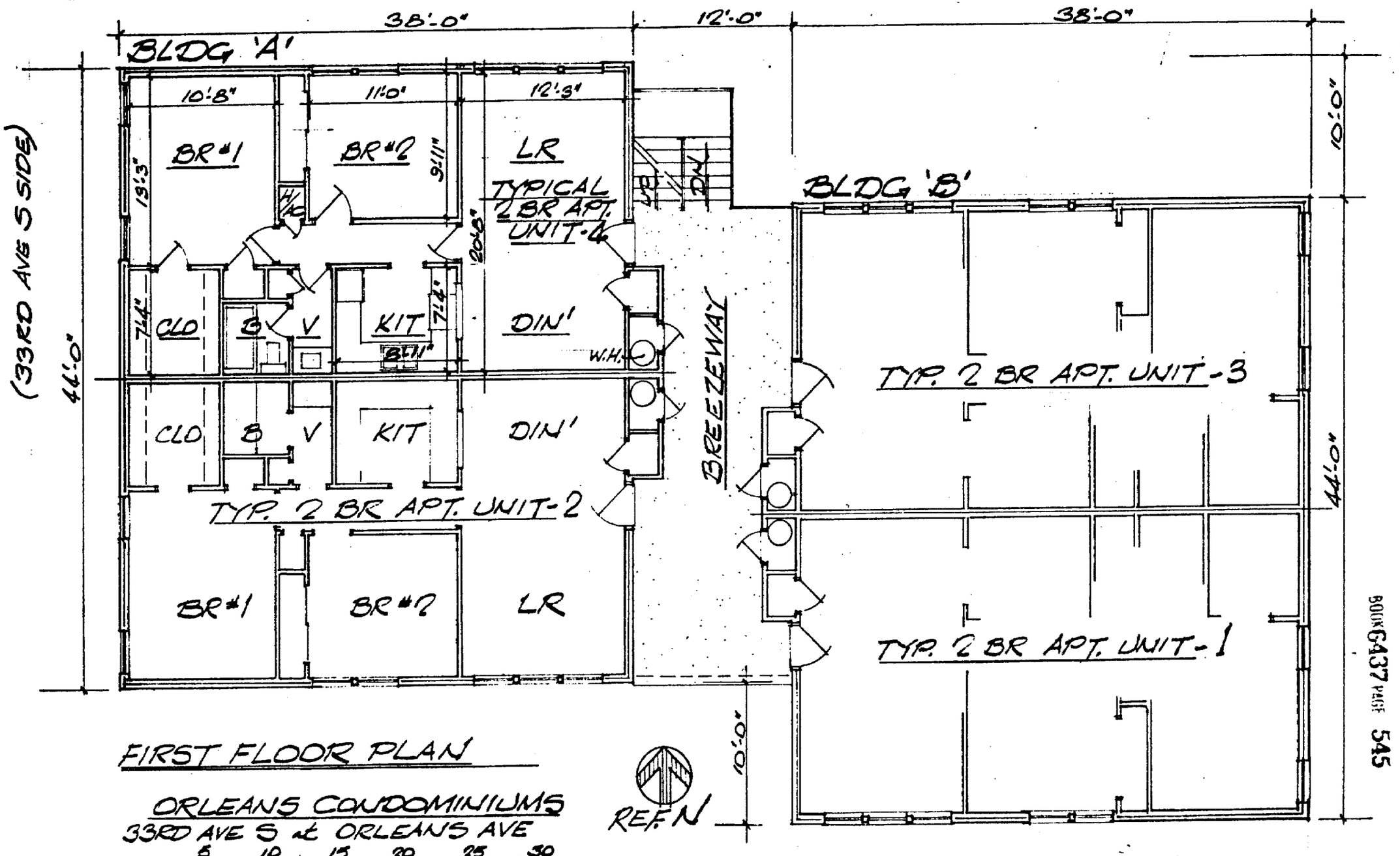
OWNER : ORLEANS LIMITED

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EXHIBIT A CONTINUED

2 of 4

(ORLEANS AVE SIDE)



FIRST FLOOR PLAN

ORLEANS CONDOMINIUMS

33RD AVE S & ORLEANS AVE

OWNER : ORLEANS LIMITED

3 of 4

(ORLEANS AVE SIDE)

EXHIBIT A CONTINUED

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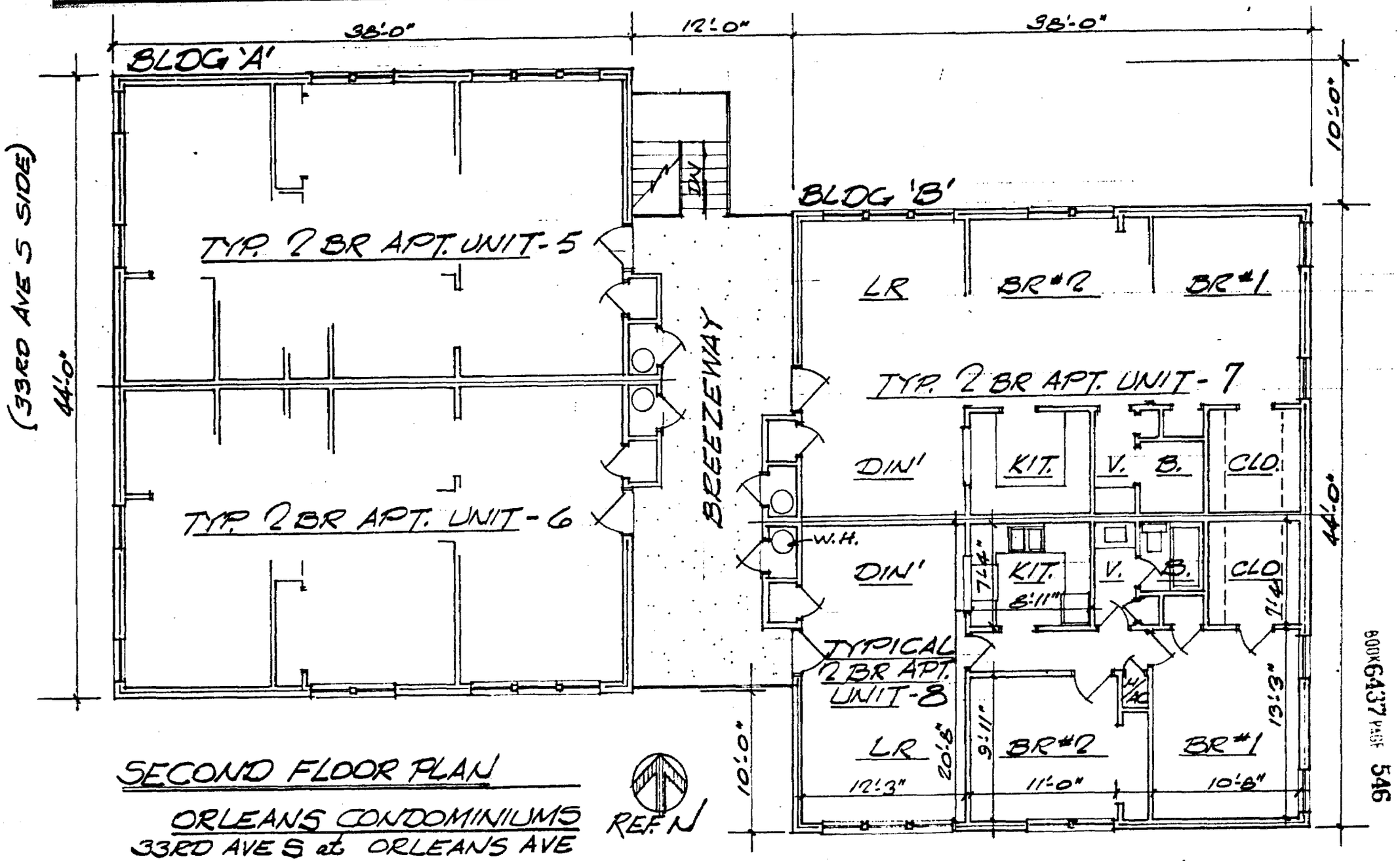


EXHIBIT A CONTINUED

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