5048

THIS INSTRUMENT PREPARED BY:

WILKINS & IVEY
Attorneys at Law
2405 Crestmoor Road
P.O. Box 150157
Nashville, Tennessee 37215-0157

BOOK 7400 PAGE 130

ADDRESS NEW OWNERS AS FOLLOWS:	**SEND TAX BILLS TO:**	**MAP & PARCEL NO.:**
Parklane Condominiums c/o Eddy A. Brown & Company 2200 Hillsboro Road, Suite 307 Nashville, Tennessee 37212	Same	BEING PARTS OF Map 103-8-3 103-603.01 103-8-4 Field Book 25W-07470 25W-07468 25W-07465

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF

PARKLANE CONDOMINIUMS, PHASE II

THIS MASTER DEED is made this 10th day of Nov, 1987, by J. M. GRISSIM, TRUSTEE (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 Parklane Condominiums, Phase II), 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 Parklane Condominiums, Phase II, and it is located in Nashville, Davidson County, Tennessee, on the northwesterly margin of Sloan Road.

3. **SUBMISSION OF THE PROPERTY.** The Developer hereby submits the Property, together with the buildings and improvements thereon, owned by the Developer in fee simple absolute, to the referenced provisions of the Tennessee Code Annotated, hereby establishing

a horizontal property regime which Property is shown as Phase II on a Plat attached hereto as Exhibit "B".

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 Parklane Condominiums, Phase II. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. **THE BUILDINGS.** Phase II consists of one (1) building, shown as Building E on the plan of record. Building E is comprised of twenty (20) apartments. Each building is constructed such that it is three (3) stories in height on one side and two (2) stories in height on the opposite side.

6. **APARTMENTS.** The legal description of each apartment consists of the identifying number or symbol of such apartment as shown on the Plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe an apartment by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no apartment Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his apartment to be separated into any tracts or parcels different from the whole apartment as shown on the Plat.

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 apartment from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each apartment consists of the space between its unfinished floor and its unfinished ceiling.

8. **USE OF APARTMENT.** Each of the apartments shall be used as a single family residence only, except that Developer may use any apartment owned by Developer as a model

9. **EXPANSION OF DEVELOPMENT - ADDITIONAL PROPERTY.**

(a) Developer is the owner of certain additional property adjoining Parklane Condominiums, Phase II, which property Developer intends to submit to the provisions of the Horizontal Property Act by recording a Master Deed and a plan therefor. Developer shall retain such easements for ingress and egress across Parklane Condominiums, Phase II, as are reasonable and necessary for Developer to complete construction of apartments, common elements and limited common elements within the adjoining property, which, when completed, shall be additional phases of Parklane Condominiums. Said easements shall not extend through any Phase II apartment or limited common element.

(b) It is the intention of Developer that Phase II common elements such as, but in no way limited to, the roads, sidewalks, yards, pool and clubhouse serve the additional phases as they are submitted to the Horizontal Property Act, and that common elements constructed as a part of the additional phases serve any and all previously submitted phases. Therefore, Developer hereby reserves perpetual easements for the additional phases for use, enjoyment, ingress, egress, water, sewer, drainage and any other utilities over and across the portion of Phase II which contains roads, sidewalks, utility pipe lines or cables and across any portion of Phase II which contains a structure of facility which was obviously constructed for the use of all Parklane Condominium owners, such as the pool and clubhouse and parking areas adjacent thereto.

(c) The filing of Master Deeds for the additional phases shall act to create easements identical to those created in subsection (a) for the benefit of phases yet to be created, and identical to those created in subsection (b) for the benefit of Phase II and any other phases submitted to the Horizontal Property Act prior to the additional phase for which the Master Deed is then being filed.

10. **COMMON ELEMENTS.**

The common elements consist of the entire property, as shown on the plan which is an exhibit to the Master Deed, 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, 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) The swimming pool and clubhouse.

(j) The interest of each co-owner in the common elements is a percentage of the whole which is determined by the relationship of that owner's square feet of floor area to the total square feet of floor area in all units; provided, however, that as each additional phase of the development property is submitted to the Horizontal Property Act, the interests of all co-owners of all phases so submitted shall be reallocated according to the formula set out above.

(k) Developer shall have the right to maintain a sales or management office in the Clubhouse until all apartments are sold by Developer or until Developer ceases to manage the condominium, whichever shall last occur.

11. **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 utility pipes, i.e., plumbing inside walls of a building which serve one unit only, are limited common elements. Party walls (if any) between apartments shall be limited common elements. 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.

12. **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.

13. **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.

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

other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables (television, communication or otherwise), wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. The Board of Managers, 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.

15. **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.

16. **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 of record in Book 7376, Page 580, Register's Office for Davidson County, 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.

17. **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, regardless of whether such have actually been begun or constructed.

18. **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.

19. **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.

20. **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.

21. **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 10 day of Nov, 1987.

J. M. Grissim Tr
J. M. GRISSIM, TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. M. Grissim, the bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 10 day of Nov, 1987.

Mary C. Hanson
Notary Public

My Commission Expires: 4-17-1988

EXHIBIT "A"

LAND in Davidson County, Tennessee, being described as follows:

COMMENCING at a point in the northerly right of way margin of Sloan Road, said point being 334.33 feet from the western right of way margin of Westlawn Drive; thence with said north right of way margin of Sloan Road N 43° 06' 46" E 118.04 feet to the point of beginning; thence with the north right of way margin of Sloan Road N 43° 06' 46" E 175.6 feet to a point, the beginning of a curve to the left, thence with said curve having a radius of 85.0 feet and a length of 75.90 feet to a point in the westerly right of way margin of Westlawn Drive; thence with the west margin of Westlawn Drive N 9° 03' 04" W 83.0 feet to a point; thence leaving said right of way margin S 67° 32' 10" E 262.25 feet to a point; thence S 32° 11' 14" E 212.91 feet to the point of beginning containing 0.87 acres, more or less.

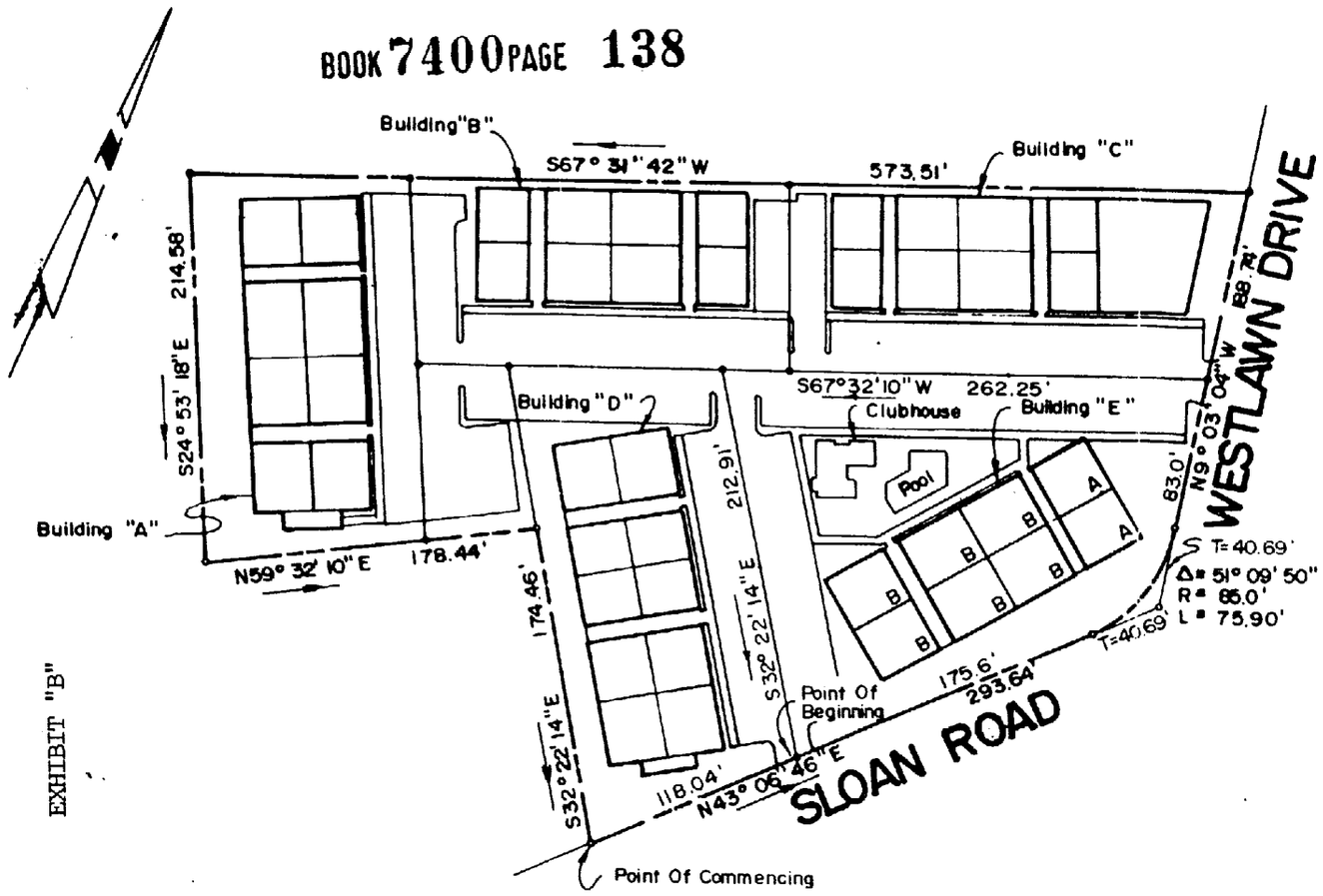
8 1 2 2 3

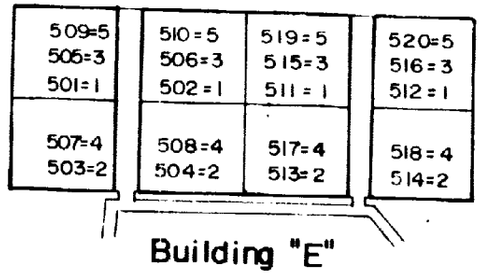
IDENTIFT REFERENCE

NOV 10 1 50 PM '87

DAVIDSON COUNTY, TN

EXHIBIT "B"





NOTE: "A" Units are 1 bedroom and contain 837 s.f.
"B" Units are 2 bedroom and contain 1131 s.f.

DESCRIPTION

COMMENCING at a point in the northerly R.O.W. margin of Sloan Road, said point being 334.33 feet from the western R.O.W. margin of Westlawn Drive; thence with said north R.O.W. margin of Sloan Road N 43° 06' 46" E 118.04 feet to the point of beginning; thence with the north R.O.W. margin of Sloan Road N 43° 06' 46" E 175.6 feet to a point, the beginning of a curve to the left, thence with said curve having a radius of 85.0 feet and a length of 75.90 feet to a point in the westerly R.O.W. margin of Westlawn Drive; thence with the west margin of Westlawn Drive N 9° 03' 04" W 83.0 feet to a point; thence leaving said R.O.W. margin S 67° 32' 10" E 262.25 feet to a point; thence S 32° 22' 14" E 212.91 feet to the point of beginning containing 0.87 acres, more or less.

NOTES:

1. LL = Lower Level
   1 = First Level
   2 = Second Level
   3 = Third Level
   4 = Fourth Level
   5 = Fifth Level
2. Each unit has a number off Sloan Road.
3. Address (Sample)
   Mary Smith
   101 Sloan Road
   Nashville, Tn. 37209

note
UNITS, STREETS, AND PARKING
AREAS ARE ALL THIS SAME

PHASE II

ENGINEERS, INC.
P.O. Box 17421
Nashville, Tn. 37217

PARKLANE CONDOMINIUMS

WESTLAWN DRIVE at SLOAN DRIVE
NASHVILLE, DAVIDSON CO., TENNESSEE