PREPARED BY:
RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
William K. Hanlin - HANLIN & ASSOCIATES - 45-025 Manitou Drive -Indian Wells, California 92210

QUITCLAIM DEED

ADDRESS NEW OWNERS AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBER
Richard A. Nichols, Trustee, et al. (NAME)	SAME (NAME)	64-12A
510 Knapp Farm Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hermitage, Tennessee 37076 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF -0- BOOK 9898 PG 438
Paid by Richard A. Nicholas and wife, Bettye J. Nichols,
receipt and sufficiency of which is hereby acknowledged,

We. Richard A. Nicholas and Bettye J. Nichols, hereby
remise, release and forever quitclaim to

RICHARD A. NICHOLS and BETTYE J. NICHOLS, TRUSTEES OF THE NICHOLS FAMILY TRUST ESTABLISHED NOVEMBER 21, 1985, their heirs and assigns that certain real estate in Davidson County, Tennessee, as follows:

A certain condominium apartment in Davidson County, Tennessee, being Unit No. 510, of Fox Run Condominiums, Second Revision - Part of Sec. 2 and First Revision - Part of Sec. 1, as of record in Book 6250, Page 118, Register's Office for said County, to which reference is hereby made for a more complete and accurate description of said unit.

BEING part of the property conveyed to Harris A. Gilbert, Trustee, and Norman W. Ginsberg, Trustee, with either of them having the full power to convey, dispose, mortgage, sell or transfer said property, without the joinder of any beneficiary, by deed from Fox Run Company, Inc., as of record in Book 7449, Page 333, Register's Office for Davidson County, Tennessee.

STATE OF CALIFORNIA)
) The actual consideration or value, whichever is greater, for this transfer is $ -0- .
COUNTY OF RIVERSIDE)

On December 18, 1995, before me, Debra E. Garza, Notary Public, personally appeared Richard A. Nichols and Bettye J. Nichols, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

DEBRA E. GARZA
COMM. # 1003729
Notary Public — California
RIVERSIDE COUNTY
My Comm. Expires NOV 7, 1997

WITNESS MY Hand and Official Seal

This is improved property, known as 510 Knapp Farm Drive, Hermitage, TN 37076

Witness our hands this 18th day of December, 1995 the parties having caused their names to be signed hereto on said day and date.

RICHARD A. NICHOLS

BETTYE J. NICHOLS

[illegible] Building, Nashville, Tennessee 37203.

EXHIBIT

ADDRESS NEW OWNER AS FOLLOWS	SAME TAX BILLS TO:	MAP & PARCEL
Harris A. Gilbert, Trustee, and Norman W. Ginsberg, Trustee Third National Bank Building Nashville, Tennessee 37219	Same	

Mrs. Nichols

MASTER DEED

BOOK 5535 PAGE 713

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF

FOX RUN (SECTION TWO)

BOOK 9898 PG 439

THIS MASTER DEED is made this 13th day of November, 1979, by Harris A. Gilbert, Trustee, and Norman W. Ginsberg, Trustee, d/b/a Fox Run Company, a Partnership (herein called "Developer") for itself, its successors and 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 Schedule "A" attached hereto and made a part hereof (sometimes referred to herein as "Tract B") and the improvements thereon to the regime established by Chapter 27 of Title 64 of Tennessee Code Annotated, thereby establishing a horizontal property regime; reserving for Developer, however, perpetual easements in the land for the purpose of using the land area of the property in conjunction with the adjoining areas described in Tract "A" hereto which has already been subjected to a Horizontal Property Regime of Fox Run, Section I, as set forth in Master Deed of record in Book 4956, Page 582, Register's Office of Davidson County, Tennessee, as amended by Amendment of Record in Book 5174, Page 609, Register's Office of Davidson County, Tennessee, and when acquired by Developer, to satisfy existing or future zoning law requirements relating to the ratio of land or lot area to family units and for the other purposes hereinafter stated.

2. NAME AND ADDRESS. The name by which this horizontal regime is to be identified is Fox Run, a Condominium, in either Tract "A" or Tract "B", and its address is Andrew Jackson Parkway, Nashville, Davidson County, Tennessee.

3. SUBMISSION OF THE PROPERTY. The Developer hereby submits "Tract B" together with the buildings and improvements thereon, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 64 Tennessee Code Annotated, hereby establishing a horizontal property regime which "Tract B" is shown on a plan recorded in Book 5200 at page 148 in the Register's Office for Davidson County, Tennessee; provided, however, easements are hereby reserved in "Tract B" by the for the benefit of "Tract A" for the following purposes and uses: (i) an easement is reserved in the land of " Tract B", exclusive of the buildings, to use the land area of "Tract B" in conjunction with only "Tract A" to satisfy existing or future zoning law requirements, relating to the ratio of land or lot area to family units, when the adjacent land described in Schedule "B" hereto is developed, should Developer choose to develop such adjacent land; (ii) easements are hereby reserved in "Tract B" for the benefit of the owners of apartments in horizontal property regimes which may be established by the Developer on "Tract B" which easements shall be for use by the occupants

of apartments in the Condominium buildings which may be constructed on "Tract A" if such buildings are constructed, for driveways, yards, swimming pool, outdoor recreational facilities, public utility service facilities and parking area located on "Tract B" at the time any horizontal property regime is established on "Tract B: in either "Tract A" or "Tract B"; (iii) and the Developer shall have the unrestricted right, at its sole expense, to relocate, expand, modify, reduce or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewers, utility lines or service connections, in order to serve the existing buildings with their co-owners or tenants along with other buildings which may be constructed on "Tract B" or "Tract A" and their co-owners or tenants. The unrestricted rights reserved by Developer in this paragraph shall be assignable by it, and the provisions hereof are expanded upon and further explained in the Bylaws applicable hereto and made a part hereof by reference.

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

5. THE BUILDINGS. The buildings, which will be of both one (1) and two (2) structural stories. The one (1) story apartments shall be referred to as patio houses and the two (2) story apartments shall be referred to as townhouses. The design will be known as "patio and townhouse apartments." Each apartment shall have a double carport and a patio (or terrace) which carport and terrace shall be "limited common elements" for each such apartment. The number of such apartments shall be individually numbered as they are shown on said plan. A "club house", a swimming pool, wading pool, two tennis courts and tennis club house, lawns, drives, open parking areas and sidewalks are also shown on said Plan, and also on said plan of record in Book 4860, page 52, Register's Office of Davidson County, Tennessee.

6. APARTMENTS. Attached hereto and made a part hereof as Schedule "B" is a list of all apartments in the buildings, their respective apartment numbers, property identification numbers, locations, and the percentage of interest of each apartment in the common elements.

7. DIMENSIONS OF APARTMENTS. Each apartments consists of the area measured horizontally from the apartment side of the 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 dry wall or paneling of such walls and partitions facing such apartment. Where dry-wall or paneling separate 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 the floor ceiling, in the townhouse and cottage apartments; and in the townhouse apartments, that space on the second floor between the top of the second floor and the underside of the second floor ceiling.

8. USE OF APARTMENTS. Each of the apartments shall be used as a single family residence only.

9. COMMON ELEMENTS. The common elements consist of the entire property, including that land described in "Tract A" and "Tract B", 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; all walls and partitions separating apartments from corridors, stairs, incinerator and other mechanical equipment spaces (if any), and the portions between the apartment sides of walls and partitions between apartments, and the portions between room walls where walls are within apartments; and 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 apartment.

(d) Any halls, corridors, lobbies, 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, gardens, swimming pool areas and facilities for the swimming pool, all open parking and driveway areas which will be common elements in common, and the club

house, tennis courts, tennis club house, and sidewalks.

(f) All spaces devoted to the lodging or use of the manager, superintendent and other persons employed in connection with the operation of the property; and all guest rooms not attached to apartments.

(g) All compartments or installations of central services, such as power, light, telephones, gas, cold and hot water, reservoirs, tanks, pumps, air-conditioning, incinerating, air handling equipment and all other mechanical installations and appurtenances thereto and space therefor whether located in common areas or in apartments.

(h) All elevators, tanks, pumps, motors, fans, compressors, air handling units and control equipment.

(i) All maids rooms, locker rooms, laundry rooms and storage spaces which are not in apartments.

(j) All sewer pipes.

(k) All office space.

(l) Carport spaces and storage spaces which shall be limited by common elements of the respective apartments to which they are assigned by deed.

(m) All terraces and patios provided, however, that each co-owner whose apartment has sole access to a terrace shall have an easement for the exclusive use thereof, and each such terrace shall be limited common element restricted to the sole use of the co-owner whose apartment has sole access thereto.

(n) Party wall (if any) between apartments shall be limited common elements of the respective apartments upon which they abut.

10. 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 said 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 of 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 or the common elements, 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.

BOOK 0898 PG 442

11. 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 servicing 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 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.

12. 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 Bylaws 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 of 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 Bylaw 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 at length in each and every deed, conveyance or lease, thereof.

13. APARTMENTS SUBJECT TO BYLAWS AND RULES AND REGULATIONS. All present and future co-owners, tenants and occupants of an apartment shall be subject to, and shall comply with, the provisions of the Bylaws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotated §64-2711, as they may be amended from time to time. The acceptance of a deed of conveyance devise or of a lease to an apartment, or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the said Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

14. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty-seven percent (67%) of the total then existing apartments in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee, provided, however, that the provisions of this Master Deed and the Bylaws

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which relate to future development of "Tract B" and the provisions relating thereto may not be amended or modified without the consent of the owner of, or co-owners representing at least sixty-seven percent (67%) of the total then existing apartments in any horizontal property regime declared or subjected upon any section developed upon "Tract B."

15. WAIVER. No provisions 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.

16. 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.

17. 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.

IN WITNESS WHEREOF, The Developers have executed this Master Deed at Nashville, Davidson County, Tennessee, on this 13th day of November, 1979.

Harris A. Gilbert, Trustee

Norman W. Ginsberg, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Harris A. Gilbert, Trustee, and Norman W. Ginsberg, Trustee, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 13th day of November, 1979, at Nashville, Tennessee.

Notary Public

My commission expires:

F65104

Nov 27 10 46 AM '79

Being a tract of land in the 4th Civil District of Davidson County, Tennessee, described according to a survey of Section One, Fox Run, made by Barge, Waggoner, Sumner and Cannon dated August 26, 1975, and being more particularly described as follows:

Beginning at a concrete monument in the easterly margin of Andrew Jackson Parkway, said point being northwardly 2,280 feet from the northerly margin of Lebanon Road (U. S. Highway 70);

Thence, with said easterly margin N 2° 22' W 421.65 feet to a point;

Thence, with a curve to the left having a radius of 3,854.71 feet, a distance of 245.50 feet;

Thence, S 85° 08' 22" E, 442.40 feet to a point;

Thence, N 4° 47' 41" E, 563.73 feet to a point;

Thence, S 85° 08' 28" E, 333.50 feet to a point in the westerly boundary of Gilbert S. Merritt's property as of record in Book 1302, Page 218, R.O.D.C.;

Thence, with said westerly boundary S 5° 32' W, 1,234.65 feet to a common corner of J. R. Freeman's property as of record in Book 4101, Page 72, R.O.D.C.;

Thence, with the common boundary of Freeman's tract N 84° 16' W. 669.39 feet to the point of beginning.

Containing 15.21 acres, more or less.

The above described property is subject to the utility easements as shown on the survey by Barge, Waggoner, Sumner and Cannon.

Being a tract of land in the 4th Civil District of Davdison County, Tennessee, described according to a survey of Section One, Fox Run, made by Barge, Waggoner, Sumner and Cannon dated August 26, 1975, and being more particularly described as follows:

Beginning at a point in the southerly boundary of the James H. Davis property as of record in Book 4331, Page 509, R.O.D.C., said point being N 86° 17' E. 586.30 feet from the easterly margin of Andrew Jackson Parkway;

Thence, with Davis' southerly boundary N 86° 17' E. 392.39 feet to a point in the westerly boundary of the Gilbert S. Merritt's property;

Thence, with said westerly boundary S 5° 32' W. 358.13 feet to a point;

Thence, N 85° 08' 28" W. 383.50 feet to a point;

Thence, N. 4° 47' 41" E. 299.62 feet to the point of beginning;

Containing 2.91 acres, more or less;

The above described property is subject to the utility easements as shown on the survey by Barge, Waggoner, Sumner and Cannon.

TRACT A OF SCHEDULE "A"

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Being a tract of land in the 4th Civil District of Davidson County, Tennessee, described according to a survey of Section One, Fox Run, made by Barge, Waggoner, Sumner and Cannon dated August 26, 1975, and being more particularly described as follows:

Beginning at a point in the easterly margin of Andrew Jackson Parkway, said point being northwardly 2,947 feet, more or less, from the northerly margin of Lebanon Road (U.S. Highway 70);

Thence, with said easterly margin along a curve to the left having a radius of 3,854.71 feet, a distance of 393.64 feet, to a point;

Thence, N 11° 52' W, 84.33 feet to a point;

Thence, with a curve to the right having a radius of 2,256.83 feet, a distance of 321.12 feet, to a point, said point being the common corner with James H. Davis' property, as of record in Book 4331, Page 509, R.O.D.C.;

Thence, with Davis' southerly boundary N 86° 17' E, 586.30 feet to a point.

Thence, S 4° 47' 41" W, 299.62 feet to a point;

Thence, S 85° 08' 28" E, 50.0 feet to a point;

Thence, S 4° 47' 41 W, 563.73 feet to a point;

Thence, N 85° 08' 22" W, 442.40 feet to the point of beginning.

Containing 9.91 acres, more or less.

The above described property is subject to the utility easements as shown on the survey by Barge, Waggoner, Sumner and Cannon.

BOOK 9898 PG 447

0135042

IDENTIF. ↑ REFERENCE

95 DEC 27 AM 9:55

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

95 12/27 3:01 CHECK 44.00

TRACT B OF SCHEDULE "A"

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Unit No.	Unit No.	Unit No.
302	602	826
304	604	828
306	606	830
308	608	832
310	610	834
312	612	836
314	614	838
316	616	840
318	618	902
320	620	904
322	622	906
324	624	908
326	626	910
328	628	912
330	630	914
332	632	916
334	634	918
336	636	920
402	638	922
404	640	924
406	702	926
408	704	928
410	706	930
412	708	932
414	710	934
416	712	936
418	714	938
420	716	940
422	718	942
424	720	944
426	722	946
428	724	948
430	726	
432	728	
434	730	
436	732	
502	734	
504	736	
506	738	
508	740	
510	802	
512	804	
514	806	
516	808	
518	810	
520	812	
522	814	
524	816	
526	818	
528	820	
530	822	
532	824	

RUSH 1.4.6.5.4.7.

IDENTIFICATION REFERENCE

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN
Nov 30 2 01 PM '04

Note: Each unit has a .7353 percentage ownership of the common elements allocable to those units in Tract B but which must be taken in conjunction with the percentage ownership of common elements already applicable to the 40 condominium units located in Tract A.

Schedule B

08/30 11.00- CHECK

3550

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