Prepared by:
Mayo Architecture Associates, LLC
P. O. Box 835
Goodlettsville, TN 37070

mail

| Address New Owners | Send Tax bills To: | Map-Parcel |
|---|---|---|
| Mayo Architecture Associates, L.L.C. P.O. Box 835 Goodlettsville, Tennessee 37070 | Same | 34-01-15 |

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF
833 WREN ROAD OFFICE PARK, a Professional Office Condominium

THIS MASTER DEED is made this 6th day of MARCH, 1998, by MAYO ARCHITECTURE ASSOCIATES, LLC, (herein called "Developers") for themselves, their heirs and assigns, wherein the Developers make 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 make a part hereof, (sometimes referred to as Lot No. 15), and the improvements thereon to the regime established by Chapter 27, of Title 66 of Tennessee Code Annotated, thereby establishing a horizontal property regime and to subdivide the real property described in Exhibit "A" attached hereto.

2. NAME AND ADDRESS. The name by which this horizontal property regime is to be identified is: 833 WREN ROAD OFFICE PARK, address is 833 wren Road, Goodlettsville, Davidson County, Tennessee.

3. SUBMISSION OF THE PROPERTY. The Developers hereby submit "Lot No. 15" together with the buildings and improvements thereon, owned by the developers in fee simple absolute, to the provisions of Chapter 27, of Title 66 Tennessee Code Annotated, hereby establishing a horizontal property regime which "Lot No. 15" is shown on plans recorded in Plat Book 2331, Page 64, in the Register's Office for Davidson County, Tennessee, and the provisions hereof are expanded upon and further explained in the Bylaws and Declaration of Covenants, Conditions and Restrictions hereto and made part hereof by reference, and recorded herewith.

4. LAND INCLUDED IN PROPERTY. The land included in the

property consists of the land described in Schedule "A" hereto, which is made a part hereof by reference. The fee simple absolute title in such land is hereby established.

5. PROFESSIONAL OFFICES. A plat Exhibit "A" attached hereto and made a part hereof, shall be placed of record giving the office units number, its property identification number, its location, and the approximate area of each unit. The number of office units shall be three (3). Developer reserves the right to expand Building 1 and develop a fourth unit for resale.

6. USE OF PROFESSIONAL OFFICE. Each of the office units shall be used only as Professional Offices.

7. SALES AND LEASES. Any owner may sell or lease his office unit provided such sale or lease is made subject to the conditions of the Master Deed, Bylaws and Declaration of Covenants, Conditions and Restrictions.

8. THE BUILDINGS. The Buildings which have not been fully constructed but is expected to be substantially completed on or about the 15 day of May, 1998, will be 1 structural story above ground consisting of two buildings with one building containing one unit of approximately 1,195 square feet with a future expansion of 757 square feet and a second building containing two units of approximately 1,016 square feet each, for a total of 3,984 square feet allocated for the restricted use of the respective office units. The remaining 16,054 square feet of land consists of undivided interest in the common areas and facilities including asphalt drive and parking areas, concrete walks, planting areas and sign.

The Construction of the buildings is to be as follows:

BUILDING 1 (Unit 1): 1,195 square feet with 757 square feet expansion.

The construction of the building is wood studs with synthetic stucco and vinyl exterior. Floor is wood frame over concrete block foundation crawl space. Interior partitions are constructed of gypsum board over wood studs. Roof is wood frame with fiberglass shingles with prefinished aluminum gutters, downspouts, soffits and overhangs.

BUILDING 2 (Units 2 & 3): 1,016 square feet each unit for total of 2,032 square feet.

The construction of the building is wood studs with synthetic stucco and brick exterior. Floor is concrete slab on

grade. Interior partitions are constructed of gypsum board over wood studs. Roof is wood frame with fiberglass shingles with prefinished aluminum gutters, downspouts, soffits and overhangs.

Each office unit is supplied with water and electricity. Each office unit is equipped with its own self contained heating and air conditioning equipment located within the unit with an external compressor unit.

9. DIMENSIONS OF OFFICE UNITS. Each office unit shall consist of the area measured horizontally from the exterior side of the exterior wall studs of the building the exterior side of the exterior wall studs of the opposite exterior of the building and, where "party walls" and partitions separate such office unit from another office unit, to the centerline of the "party wall" of such unit. Vertically, each office unit consists of the land within the perimeter walls of the unit, the foundation of each unit, the floor structure, and the space between the floor and the underside of the roof deck.

10. COMMON ELEMENTS. The common elements consist of the entire property , excluding all parts of the buildings listed above and including, but not limited to the following:

A. The land surrounding each building or unit.

B. The exterior wall veneers of the buildings which include the synthetic stucco and brick veneers.

C. All roofs including the shingles, gutters, downspouts, soffits and overhangs.

D. No Owner shall be deemed to own the windows and doors bounding his office unit, nor shall owner be deemed to own the utilities (without limitation) running through his office unit which are utilized for, or serve more than one office unit, except as a right in common to share the same with the other owners. An 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 office unit.

E. Any walkways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any office unit.

F. All yards, planting areas, sidewalks, open parking and driveway areas which will be common elements.

G. All compartments or installations of central services such as power, light, telephone, water, reservoirs, retention areas and all other mechanical installation and appurtenances thereto and space therefor whether located in common areas or in

office units.

H. All sewer pipes.

I. All Parking spaces.

J. Exterior street sign.

11. EXTERIOR STREET SIGNAGE. One exterior sign will be located near street and deemed common area for each office owners use. Space allocation on sign will be proportionate to owners ownership and voting rights as defined in the Bylaws and Declaration of Covenants, Conditions and Restrictions.

12. ENCROACHMENTS. If any portion of the common elements now or hereafter encroaches upon any office unit, or if any office unit now or hereafter encroaches upon any other office unit 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 the maintenance of the same so long as such building stands, shall exist. In the event such buildings, an office unit, any adjoining office unit, 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 office unit or of any office unit upon any other office units or upon any portion of 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 building shall stand.

13. PIPES, DUCTS, CABLES, WIRE, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF OFFICE UNITS. Each office unit owner shall have an easement in common with the owners of all other office units to use all pipes, ducts, wires, cables, conduits, public utility lines and other common elements located in any of the other office units and serving his office unit. Each office unit shall be subject to an easement in favor of the owners of all other office units to use the pipes, ducts, cables, (television, communication or otherwise), wires, conduits, public utility lines and other common elements serving such other office units and located in such office unit.

14. OFFICE UNITS SUBJECT TO MASTER DEED, BYLAWS AND DECLARATION OR COVENANTS, ETC. All present and future owners and tenants of office units shall be subject to and shall comply

with the Covenants, Conditions and Restrictions of 833 WREN ROAD OFFICE PARK, such as, but not limited to, reservations and future rights of the Developers, and shall be incorporated and become a part of this Master Deed, Bylaws and Declaration of Covenants, Conditions and Restrictions are accepted and ratified by each owner and tenant, and all of such provisions shall be deeded and taken to be covenants running with the land and shall bind any person, having at any time, any interest or estate, in such office units as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

15. OFFICE SUBJECT TO BYLAWS AND RULES AND REGULATIONS. All present and future owners, tenant and occupants of an office unit 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 Section 66-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance, devise, or of a lease to an office unit, or the entering into occupancy of any office unit 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 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 office unit, 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 owners (including the Developers), representing at least sixty-seven percent (67%) of the total proposed and existing office unit square footage (less any common element areas) in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee.

17. WAIVER. No provisions contained is 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 matter of convenience and for reference and neither define, limit or describe the scope of this Master Deed not the intent of any provisions 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 vise versa, whenever the context so requires.

IN WITNESS WHEREOF, the Developers have executed this Master Deed at Goodlettsville, Davidson County, Tennessee on the day and year first above written.

DEVELOPERS AND OWNERS

BY: Greg Mayo

GREGORY T. MAYO, PRESIDENT
MAYO ARCHITECTURE ASSOCIATES, L.L.C.

BY: Wayne D Mayo

WAYNE MAYO, VICE PRESIDENT
MAYO ARCHITECTURE ASSOCIATES, L.L.C.

SCHEDULE "A"

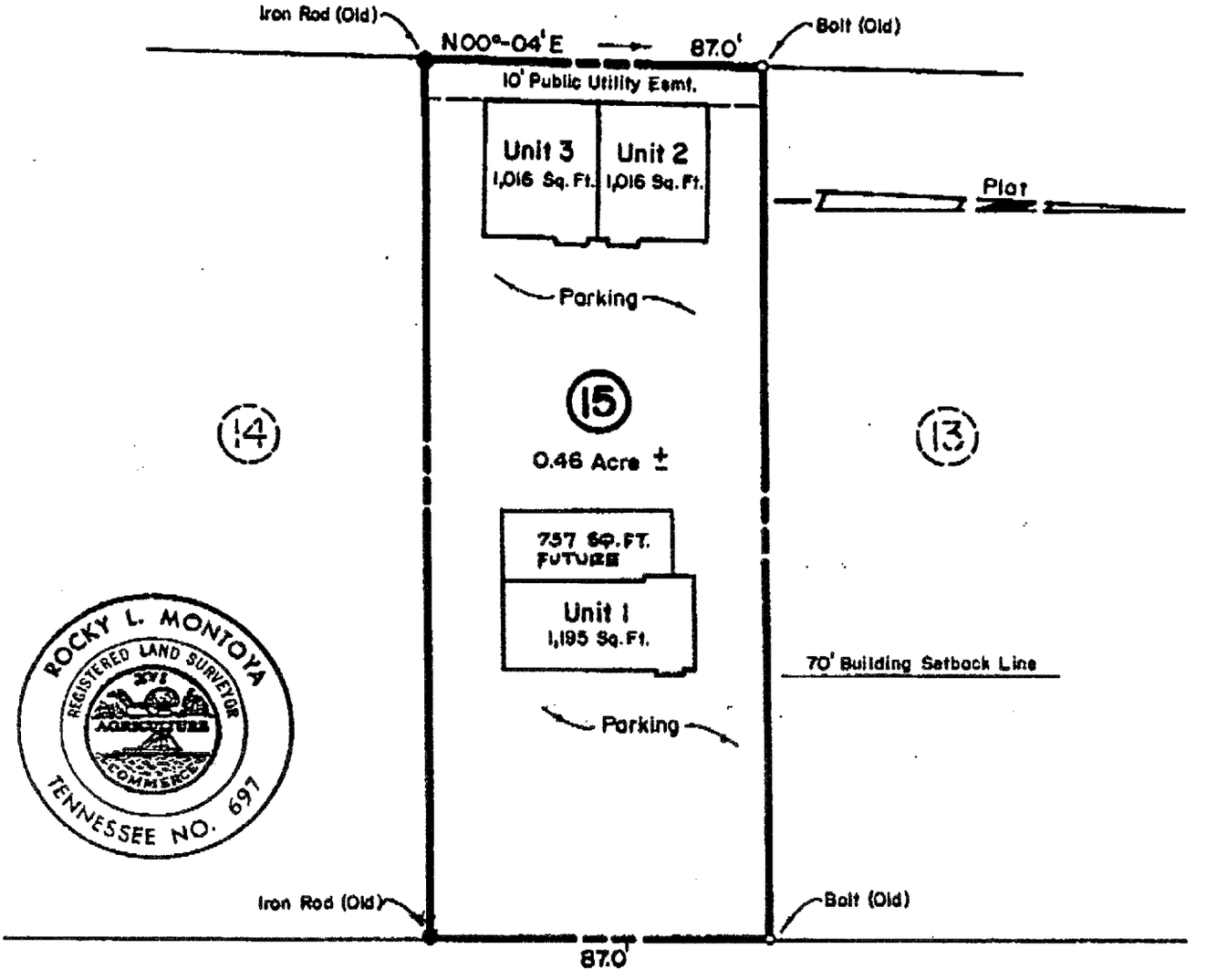
Land in Davidson County, Tennessee, being Lot No. 15 on the plan of Echo Meadows, as of record in Book 2331, page 64, Register's Office for said County.

Said Lot fronts 87 feet on the westerly side of Wren Road and runs back between lines, 231 feet on the northerly line and 232.2 feet on the southerly line, to a dead line, in the rear, measuring 87 feet thereon.

Being the same property conveyed to MAYO ARCHITECTURE ASSOCIATES, L.L.C. by deed from George R. Fager, Jr. and wife, Marjean W. Fager of record in Deed Book 10766, page 55, said Register's Office.

This is improved property known as 833 Wren Road, Goodlettsville, Tennessee 37072.

BOOK 10828 PG 413




**RECORDERS MEMO**
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

## EXHIBIT "A"

*PROPERTY OF* 833 Wren Rd.
*SUBDIVISION* Echo Meadows
*ADDRESS* 833 Wren Rd. *CITY* Goodlettsville *COUNTY* Davidson
*LOT NO.* 15 *BLOCK* *BOOK* *PAGE*
*SCALE* 1" = 40' *DATE* Feb. 21, 1998 *JOB NO.* 97-11-132 *BY* R.L. Montoya *TN.R.L.S.N.* 697

R. L. MONTOYA LAND SURVEYING, INC.

Prepared by:
Mayo Architecture Associates, LLC
P. O. Box 835
Goodlettsville, TN 37070

# BYLAWS OF THE 833 WREN ROAD OFFICE PARK

## ARTICLE I

## PLAN OF OFFICE OWNERSHIP

Section One: Office Unit Ownership. The project located at 833 Wren Road, Goodlettsville, Tennessee known as 833 Wren Road Office Park is submitted to the provisions of T.C.A. 66-27-101 et seq.

Section Two: Bylaws Applicability. The provisions of these Bylaws are applicable to the project. (The term "project" as used herein shall include the land.)

Section Three: Personal Application. All present or future owners, tenants, future tenants, or their employees, or any person that might use the facilities of the project in any manner, are subject to the regulation set forth in these Bylaws.

The mere acquisition or rental of any of the office units, herein referred to as units, of the project or the mere act of occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with.

## ARTICLE II

## VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section One: Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the office unit or units in the Master Deed and Declaration of Covenants, Conditions and Restrictions.

Section Two: Majority of Owners. As used in these Bylaws the term "majority of owners" shall mean those owners holding 51 percent (51%) of the votes in accordance with the percentages assigned in the Master Deed and Declaration of Covenants, Conditions and Restrictions.

Section Three: Quorum. Except as otherwise provided in these Bylaws, the presence in person of a "majority of owners" as defined in the preceding paragraph of this article shall constitute a quorum.

ARTICLE III

ADMINISTRATION

Section One: Association Responsibilities. The Owners of the units will constitute 833 WREN ROAD OFFICE PARK OWNERS' ASSOCIATION, hereinafter referred to as ASSOCIATION, who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments, and arranging for the management of the project. Manager of the property shall be pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the management agent, if a management is hired. Except as otherwise provided, decisions and resolutions of ASSOCIATION shall require approval by a majority of owners.

Section Two: Place of Meetings. Meeting of ASSOCIATION shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the officers.

Section Three: Notice of meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, to each owner of record, at least five, but not more than 10 days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

Section Four: Adjourned Meetings: If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section Five: Order of Business. The order of business at all ASSOCIATION meetings shall be as follows:

a. Roll Call
b. Proof of notice of meeting or waiver of notices
c. Reading of minutes of proceeding meeting.
d. Reports of Officers.
e. Report of committees.
f. Election of inspectors of election.
g. Election of officers.
h. Unfinished business.
i. New business.

Section Six: The ASSOCIATION shall have the powers and duties necessary for the administration of the ASSOCIATION'S affairs and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

In addition to duties imposed by these Bylaws or by resolutions of ASSOCIATION, the officers shall be responsible for the following:

a. Care, upkeep, and surveillance of the project and common areas and facilities and the restricted common areas and facilities.
b. Collection of monthly assessments from the owners.
c. Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities, and the restricted common areas and facilities.

Section Seven: Management Agent. The ASSOCIATION may employ for ASSOCIATION a management agent at a compensation established by the ASSOCIATION to perform such duties and services as the ASSOCIATION shall authorize, including, but not limited to, the duties listed in Section Three of this article.

Section Eight: Regular Meetings. Regular meetings of the ASSOCIATION may be held at such time and place as shall be determined, from time to time, by a majority of the officers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the ASSOCIATION officers shall be given to each unit owner personally or by mail, telephone, or telegraph, at least three days prior to the day named for such meeting.

Section Nine: Special Meetings. Special meetings of the ASSOCIATION may be called by the President on three days notice to each unit owner, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as herein above provided), and purpose of the meeting. Special meetings of the officers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

Section Ten: Waiver of Notice. Before or at any meeting of the ASSOCIATION directors, any unit owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an owner at any meeting of the ASSOCIATION shall be a waiver of notice by him of the time and place thereof. If all the owners are present at any meeting of the ASSOCIATION, no notice shall be required any business my be transacted at such meeting.

## ARTICLE IV
## OFFICERS

Section One: Designation. The principal officers of the ASSOCIATION shall be a President, a Vice-President, and a Secretary, all of whom shall be elected by and from the

ASSOCIATION.

Section Two: Election of Officers. The officers of ASSOCIATION shall be elected annually by the ASSOCIATION at the usual meeting of the ASSOCIATION and shall hold office at the pleasure of the ASSOCIATION.

Section Three: Removal of Officers. On an affirmation vote of a majority of the members of the ASSOCIATION, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the ASSOCIATION or any special meeting of the ASSOCIATION called for such purpose.

Section Four: President. The president shall be the chief executive officer of the ASSOCIATION. He shall preside at all meetings of the ASSOCIATION and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of President of an Association. Including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide if appropriate to assist in the conduct of ASSOCIATION'S affairs.

Section Five: Vice-President. The Vice President shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the ASSOCIATION shall appoint some other member of the ASSOCIATION to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed on him by the ASSOCIATION.

Section Six. Secretary. The Secretary shall keep the minutes of all meetings of the ASSOCIATION. He shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary. The Secretary shall have the responsibility for ASSOCIATION funds, securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the ASSOCIATION. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, ASSOCIATION in such depositories as may from time to time be designated by the ASSOCIATION.

## ARTICLE V

## OBLIGATIONS OF THE OWNERS

Section One: Assessments. All owners are obligation to pay monthly assessments imposed by ASSOCIATION to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to

cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made prorate according to the value of the unit owner, as stipulated in the Master Deed. Such assessment shall include monthly payments to a general operating reserve and a reserve fund for replacements.

Section Two: Maintenance and Repair:

a. Every owners must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do may engender.

b. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and interior painting and all other accessories belonging to the unit area shall be at the owners' expense.

c. An owner shall reimburse ASSOCIATION for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section Three. Use of Office Units - Internal Changes

a. All units shall be utilized for professional office purposes only.

b. An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying ASSOCIATION in writing, through the President of the ASSOCIATION. The ASSOCIATION shall have the obligation to answer within 30 days, and failure to do within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section Four: Right of Entry.

a. Any owner shall grant the right of entry to the management agent or to any other person authorized by the officers of ASSOCIATION in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

b. An owner shall permit other owners, or their representative, when required, to enter his unit for the purpose of installing, altering or repairing the water, sewer, and phone services,

provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency such right of entry shall be immediate.

Section Five: Rules of Conduct.

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

b. Hanging of garments, rugs and the like, from the windows or from any of the facades of the project is prohibited.

c. Throwing of garbage or trash outside of the disposal installations provided for such purposes in the service area is prohibited.

d. No owner, occupant, or lessee shall install wiring for electrical or telephone installation, television antenna, machines, air conditioning units, or the like, on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by ASSOCIATION.

## ARTICLE VI

## MORTGAGES

Section One: Notice to ASSOCIATION. An owner who mortgages his unit shall notify the management agent, if any, or the president of the ASSOCIATION in the event there is not management agent, the name and address of his mortgagee; and the ASSOCIATION shall maintain such information in a book entitled "Unit Mortgages".

Section Two: Notice of Unpaid Assessments. The ASSOCIATION shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of each unit.

## ARTICLE VII

## AMENDMENTS TO PLAN OF OFFICE OWNERSHIP

Section One: Bylaws. These Bylaws may be amended by ASSOCIATION in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least sixty seven percent (67%) of the total value of all units in the project as shown in the Master Deed.

ARTICLE VIII

COMPLIANCE

These Bylaws are set forth to comply with the requirements of TCA 66-27-112. In case any of these Bylaws conflict with the provisions of that statute, it is hereby agreed and accepted that the provisions of the statute will apply.

This the 6th day of March 1998.

OWNERS AND DEVELOPERS

Gregory Mayo

Gregory T. Mayo, President
Mayo Architecture Associates, LLC

Wayne Mayo

Wayne Mayo, Vice President
Mayo Architecture Associates, LLC

STATE OF TENNESSEE
COUNTY OF Davidson

2746 03/09 0101 CHECK

Before me, the undersigned, a Notary Public of the State Tennessee, personally appeared Gregory Mayo Wayne mayo, who, upon oath, acknowledged himself/themselves to be the within named bargainers, and that as such they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, this 6 Day of March 1998.

Gina Lassiter

My commission expires July 28, 2001

GINA LASSITER
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE

98 MAR -9 AM 9:41

DAVIDSON COUNTY, TN

IDENTIF. + REFERENCE

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