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This Instrument Prepared By:

Gail P. Pigg, Attorney
219 Second Avenue, North
First Floor Suite
Nashville, Tennessee 37201

NEW OWNER(S) ADDRESS:	SEND TAX BILLS TO:	MAP & PARCEL NO.
HILLSBORO HALL, PHASE II	SAME	Map
c/o HAURY & SMITH CONTRACTORS, INC.		Parcel
2033 Richard Jones Road		
Nashville, Tennessee 37215		

99 JUL 15 AM 9:45

06111785

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF

HILLSBORO HALL, PHASE II

THIS MASTER DEED is made this 6th day of July, 1999, by **HAURY & SMITH CONTRACTORS, INC.** (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 "**TRACT A**"), and the improvements thereon to the regime established by Chapter 27 of Title 66 of Tennessee Code Annotation, thereby establishing a horizontal property regime.

2. **NAME AND ADDRESS**. The name by which this Horizontal Property Regime is to be identified is **HILLSBORO HALL, PHASE II**, a condominium, and it is located on Kirtland Road between Overhill and Castleman Drives, Green Hills, Davidson County, Tennessee.

3. **SUBMISSION OF THE PROPERTY**. The **DEVELOPER** hereby submits "**TRACT A**" together with the buildings and improvements thereon, owned by the **DEVELOPER** in fee simple absolute, to the provisions of Chapter 27 of Title 66 Tennessee Code Annotated, hereby establishing a Horizontal Property Regime which "**TRACT A**" is comprised of Lots 65 and 67 on the Plan of Hollywood Place, of record in Book 547, pages 85 and 86, Register's Office for Davidson County, Tennessee, and Lot 2 on the Resubdivision of Lots 60, 61,

62 and 66, Hollywood Place, of record in Book 9700, page 786, said Register's Office; and the Horizontal Property Regime dedicated herewith is described on the 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"** and **Exhibit "B"** hereto, which are made a part hereof by reference. Said land will sometimes be referred to as the "Property" or **HILLSBORO HALL, PHASE II**. The fee simple absolute title in such land is hereby vested in the Horizontal Property Regime hereby established.

5. **THE BUILDINGS**. The buildings of **Phase II**, which have not been constructed but are expected to be substantially completed on or about the 1st day of August, 2000, are expected to be of cottage types, each with a second floor bonus room -- and in each case only two (2) units to the building. There will be a total of three (3) buildings, each containing two units. The square footage for the units is reflected on the Plan attached hereto as **Exhibit "B"**, and each unit shown thereon is expected to have a double carport, storage area and a patio (or terrace). The buildings will be of concrete block foundations and a wood frame construction with different variations of veneer (brick, lapped siding, etc.) on the front of each unit and the rear of each unit will have some variations of siding upon it (but not brick veneer). First floor floors are three thousand (3,000) pound reinforced concrete slab, and the second floor structure is of wood. Ceilings are dry-wall on wood frame construction. Interior walls will generally be dry-wall on wood frame construction. The interior walls of each unit will have clear space in between, while the exterior walls will have 3 1/2 inch (full-thick) batt insulation and the walls between units will be double walls (each 4 inches) with one (1) inch clear space in between and each such wall shall be insulated with full batt insulation. The units are centrally heated by a gas-fired system and the units are electrically air-conditioned with individual controls in each unit. Each unit will have an individual gas-fired water heater.

6. **UNITS (ALSO CALLED APARTMENTS)**. The said Plat on **Exhibit "B"** shows the location and anticipated number of square feet of all units in the buildings and their respective unit numbers. There will be a total of six (6) condominium units (also referred to as apartments).

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7. **DIMENSIONS OF UNITS (APARTMENTS)**. Each unit (or apartment) consists of the area measured horizontally from the unit side of the dry-wall of the walls facing the exterior of the building to the unit side of the dry-wall of the wall and partition separating such unit from other units, to the side of the dry-wall of such walls and partitions facing such unit; where dry-wall separates one room in a unit from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each unit consists of the space between the first floor and its ceiling, and in the second story bonus room, that space on the second floor between the top of the second floor and the underside of the second floor ceiling and, in the carport, that space between the concrete floor and the underside of the roof.

8. **USE OF UNITS (APARTMENTS)**. Each of the units shall be used as a single family residence only.

9. **COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**. The common elements consist of the entire property, including all parts of the buildings other than the units 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 buildings not including the portions thereof on the unit side of the dry-wall of such walls; and the portions between the unit sides of walls and partitions between units; 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 unit, nor shall such co-owner be deemed to own the utilities (without limitation) running through his unit which are utilized for, or serve more than one unit, 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 unit and at his expense.

(d) Any 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 unit.

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

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

(g) Any system for central services.

(h) All sewer pipes (excluding pipes defined as limited common elements).

(i) Limited common elements are defined as those common elements which are reserved for the use of a certain unit or units to the exclusion of the other units. All terraces, porches, gas grills, if applicable, carports, storage spaces, stoops, which serve individual units are limited common elements for the exclusive use of the sole co-owner whose unit 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 units shall be limited common elements of the respective units upon which they abut.

(j) The interest of each co-owner in the common elements is an equal 1/6th undivided interest.

10. **ENCROACHMENTS**. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other 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 for the maintenance of the same so long as such building stands, shall exist. In the event such building, a unit,

any adjoining 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 unit or of any unit upon any other unit 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 such building shall stand.

11. **PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS (APARTMENTS)**. Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables (television, communication or otherwise), wires, conduits, public utility lines and other common elements which service such other units and are located in such unit. The Board of Managers shall have a right of access to each unit 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. **UNITS (APARTMENTS) SUBJECT TO MASTER DEED**. All present and future co-owners and tenants of units shall be subject to and shall comply with the provisions of this Master Deed and all restrictions, rules and conditions in the By-Laws are incorporated herein 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 a unit or entering into occupancy of a unit, 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

unit, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

13. **UNITS (APARTMENTS) SUBJECT TO BY-LAWS AND RULES AND REGULATIONS**. All present and future co-owners, tenants and occupants of a unit shall be subject to, and shall comply with, the provision of the By-Laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotation, §66-27-111, et. seq., as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a unit, or the entering into occupancy of any unit shall constitute an agreement that the provisions of the said By-Laws 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 unit, 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 (67%) percent of the total then existing units in the Horizontal Property Regime, which deed shall be recorded in the Register's Office for Davidson County, Tennessee.

15. **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.

16. **CAPTIONS**. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or described 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.

18. **REQUIREMENTS OF METROPOLITAN GOVERNMENT CONCERNING OPEN SPACE**. Any common open space established by an adopted Final Master Development Plan for a planned unit development shall be subject to the following:

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(a) The Metropolitan Planning Commission and the Metropolitan County Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said dedication be approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the Planned Unit Development fail to maintain the common open space in reasonable order and condition in accordance with the adopted Master Development Plan, the Zoning Administrator may serve written notice upon such organization and/or the owners or residents of the Planned Unit Development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the Zoning Administrator shall call upon any public or private agency to maintain the common open space for a period of one year. When the Zoning Administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for yearly periods.

(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the Planned Unit Development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

IN WITNESS WHEREOF, the **DEVELOPER** has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 6th day of July, 1999.

HAURY & SMITH CONTRACTORS, INC.

By: _____
H. WAYNE MORRISON, VICE-PRESIDENT

Attest By:

_____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **H. WAYNE MORRISON**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President of **HAURY & SMITH CONTRACTORS, INC.**, the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee, this 6th day of July, 1999.

_____
NOTARY PUBLIC

My commission expires: 7/24/99.

98-068
5824
6/22/99

PROPERTY DESCRIPTION
PHASE TWO, HILLSBORO HALL

BOOK 11573 PAGE 384

A tract of land in the 25th Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being Lots 65 and 67 on plan of Hollywood Place as of record in Book 547, Pages 85 and 86, Register's Office Davidson County, Tennessee, and Lot No. 2 on the Resubdivision f Lots 60, 61, 62 and 66 Hollywood Place as of record in Book 9700, Page 786, Register's Office Davidson County, Tennessee, and being more particularly described together as follows:

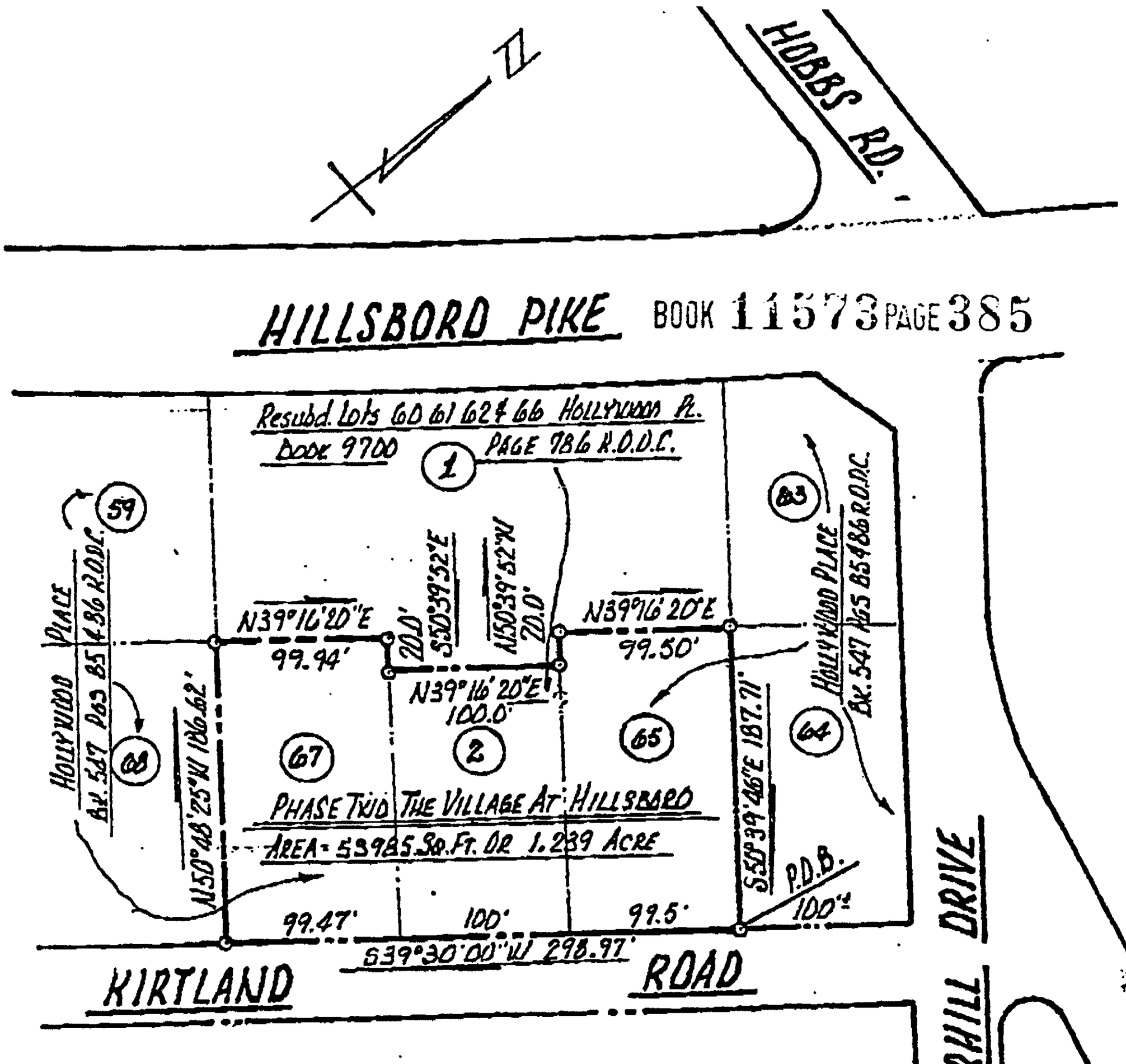
Beginning at a point on the westerly right-of-way line of Kirtland Road, said point being 100 feet, more or less, southwest from the southerly right-of-way line of Overhill Drive as measured along the westerly right-of-way line of Kirtland Road; said point also being the northeast corner of Lot No. 65 Hollywood Place; thence,

1. With the westerly right-of-way line of Kirtland Road, S39°30'00"W, passing the corner of Lot 2 on Resubdivision of Lots 60, 61, 62 and 66 Hollywood Place at 99.95 feet and at 199.95 feet, a total of 299.42 feet to the common corner of Lots 67 and 68; thence,
2. With the common line between Lots 67 and 68, N50°48'32"W, 186.53 feet to the rear common corner of Lots 67 and 68 and also being a corner of Lot No. 1 on the Resubdivision of Lots in Hollywood Place as of record in Book 9700, Page 786, R.O.D.C., Tennessee; thence,
3. With the common line of Lot 1 and Lot 67, N39°16'20"E, 99.94 feet; thence,
4. S50°39'52"E, 20.00 feet, corner of Lots 1 and 2; thence,
5. With the line of Lots 1 and 2, N39°16'20"E, 100.00 feet; thence,
6. N50°39'52"W, 20.00 feet; thence,
7. With the line of Lot 1 and Lot 65, N39°16'20"E, 99.50 feet to a common corner of Lots 64 and 65; thence,
8. With the common line between Lots 64 and 65, S50°48'06"E, 187.71 feet to the Point of Beginning and containing 54,030 square feet, or 1.240 acres.

Being a part of the same property conveyed to Haury & Smith Contractors, Inc. by deed recorded in Book 11119, Page 722, R.O.D.C., Tennessee.

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

EXHIBIT "A"



PLAT OF PHASE TWO
HILLSBORO HALL
33RD COUNCILMANIC DISTRICT METRO NASHVILLE
DAVIDSON COUNTY TENN.

ROGER H. FUQUA
REGISTERED LAND SURVEYOR
TENNESSEE NO. 502

SCALE: 1" = 100'
98-068
5824
6/29/99

RAGAN-SMITH-ASSOCIATES INC.
315 WOODLAND STREET
NASHVILLE TN. 37206
By: Roger H. Fuqua

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OVERHILL DRIVE

64 BOOK 11573 PAGE 386

100'±

S 50°48'06" E 187.71'

SUBDIVISION LOT NO.

UNIT DESIGNATION

SQUARE FEET OF UNIT

STREET ADDRESS

A 2100 S.F.

B 2100 S.F.

Carport

Carport

42.03

99.95'

65

N 39°16'20"E 99.50'

N 50°39'52"W 187.31'

S 50°39'52"E 167.31'

20' COMMON ACCESS EASEMENT

N 39°16'20"E 100.00'

A 2100 S.F.

B 1700 S.F.

Carport

Carport

42.05

2

100.0'

S 39°30'00"W

KIRTLAND ROAD

N 50°39'52"W 166.92'

S 50°39'52"E 186.92'

20' COMMON ACCESS EASEMENT

A 1700 S.F.

B 2100 S.F.

Carport

Carport

42.07

99.47'

67

N 39°16'20"E 99.94'

N 50°48'32"W 186.53'

LOTS 67 & 65 HOLLYWOOD PLACE

RECORDED BOOK 547 PAGES 85 & 86 R.O.D.C.TN.

LOT NO. 2 RESUBDIVISION OF LOTS 60 61 62 & 66 HOLLYWOOD PLACE

RECORDED BOOK 9700 PAGE 786 R.O.D.C. TN.

1

68

EXHIBIT "B"

PHASE TWO
HILLSBORO HALL

25TH COUNCILMANIC DIST. METRO. NASHVILLE-DAVIDSON CO. TN.

SCALE: 1"= 40'
98-068
5824
JUNE 22, 1999

RAGAN-SMITH-ASSOCIATES INC.
315 WOODLAND STREET
NASHVILLE TENNESSEE 37206

ROGER H. FUQUA
REGISTERED LAND SURVEYOR
AGRICULTURE
TENNESSEE NO. 502
6-22-99

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