RETURN TO / PREPARED BY:
First Title and Escrow Company, Inc.
2000 Richard Jones Rd., Ste. 1
Nashville, TN 37215
FTEC File # _____
(Davidson County File Box 9

BILL GARRETT, Davidson County
Trans:T20100055829 REST
Recvd: 09/07/10 11:03 7 pgs
Fees:37.00 Taxes:0.00
20100907-0070823

This instrument prepared by:
George E. Mudter, Jr., Esq.
MUDTER & PATTERSON
2000 Richard Jones Road, Suite 110
Nashville, TN 37215

DECLARATION
OF
ORIOLE PLACE, A CONDOMINIUM

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Real Estate. Joann M. Nikolaicyzk (the "Declarant"), owner in fee simple of the real estate described in Section 2.2 located in Davidson County, Tennessee, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of T.C.A. § 66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act").

Section 1.2. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the meanings specified or used in the Act.

ARTICLE II
NAMES; DESCRIPTION OF REAL ESTATE; PLAT AND PLANS

Section 2.1. Names.

(a) Condominium. The name of the Condominium is ORIOLE PLACE, A CONDOMINIUM.

(b) Association. The name of the Association is Oriole Place Homeowners' Association, an unincorporated association.

Section 2.2. Real Estate. The Condominium is located in Davidson County, Tennessee. The real estate of the Condominium is described in Exhibit A.

Section 2.3. Plat. The Plat attached hereto as Exhibit B is made a part of this Declaration for the purpose of describing the Condominium and the Units.

ARTICLE III
THE ASSOCIATION

Section 3.1. Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed in accordance with its Bylaws, as amended from time to time.

Section 3.2. Powers. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium, including those powers enumerated in Section 66-27-402 of the Act.

ARTICLE IV
UNITS

Section 4.1. Identification of Units. The identifying number of each Unit is shown on the Plat.

Section 4.2. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat. Each Unit is more particularly described as a separate free standing building together with the land located under said free standing building together with the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.

Section 4.3. Alterations of Units. Subject to the approval of the owner of the other Unit, a Unit may be improved or altered as provided in Section 66-27-311 of the Act if the Owner of the Unit and any affected mortgagee shall submit to the owner of the other Unit such application as shall be reasonably required.

ARTICLE V
LIMITED COMMON ELEMENTS

Section 5.1. Limited Common Elements. A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat, or by the Act, for the exclusive use of one of the Units. The storage area located between Unit A and Unit B is a Limited Common element allocated to Unit B.

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1. Limited Common Elements. The Owner of a Unit to which the Limited Common Elements described herein or in Exhibit B are allocated shall maintain, repair and replace those Limited Common Elements.

Section 6.2. Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed to the Unit to which the Limited Common Element is assigned.

ARTICLE VII
DEVELOPMENT RIGHTS

The Declarant reserves the right to amend this Declaration or the Plat, except for amendments altering the boundaries between adjoining Units, subdividing Units, and changing the allocated percentage of ownership allocated to such Units owned by the Declarant prior to the conveyance of both Units to a person other than the Declarant.

ARTICLE VIII
ALLOCATED INTERESTS

The undivided interest in the Common Elements, the Common Expense liability and votes in the Association are allocated equally to each Unit.

ARTICLE IX
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.1. Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. No part of the Units or the Common Elements may be used for purposes other than housing and the related common purposes for which the Condominium was designed and as allowed by municipal zoning laws. Each Unit shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be constructed in such manner as to prohibit the Owner of a Unit from: (i) maintaining a personal professional library; (ii) keeping his personal business or professional records or accounts; (iii) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the foregoing restriction.

(b) Improper Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of Units. A Unit Owner shall not do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements that will increase the rate of insurance on the Condominium.

(c) Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Board of Directors.

(d) Antennae. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture of distribution device shall be permitted outside any Unit except as

expressly permitted by applicable law. The Declarant or the Association may establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium.

(e) Rules and Regulations. In addition to the restrictions set forth in subparagraphs (a)-(d) of this Section 9.1, the use of Units, the Common Elements, and the Limited Common Elements shall be subject to such Rules and Regulations as may be adopted by the Association.

Section 9.2. Restrictions on Alienation. A Unit shall be subject to the following restrictions on alienation:

(a) A Unit may not be conveyed pursuant to a time-sharing arrangement.

(b) A Unit may not be leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Association.

ARTICLE X
EASEMENTS AND LICENSES

Section 10.1. Recording Data. All easements and licenses to which the Condominium is presently subject are shown on the Plat.

ARTICLE XI
RIGHTS OF MORTGAGEES

Notwithstanding anything to the contrary contained in this Declaration or in the By-Laws of the Association, all terms, conditions, regulations, and requirements which are now existing, or which may be amended from time to time by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, pertaining to condominiums or townhomes, are hereby incorporated as terms and conditions of this Declaration and By-Laws and such shall be governing upon the Property, Declarant, and the Association, so long as such terms or conditions are not inconsistent with the Act.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 3rd day of September, 2010.

Joann M. Nikolaicyzk

STATE OF TENNESSEE

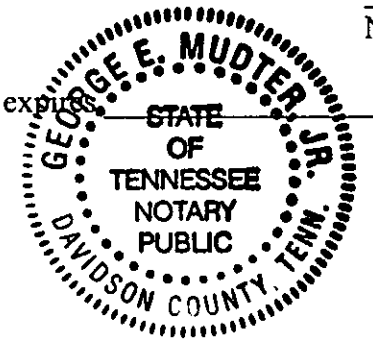
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Joann M. Nikolaicyzk, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand in Nashville, TN, this 3RD day of September, 2010.

Notary Public at Large

My commission expires:



My Commission Expires MAY 8, 2012

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 28 on the Plan of Birdhaven, of record in Book 1130, page 30, Register's Office for said County.

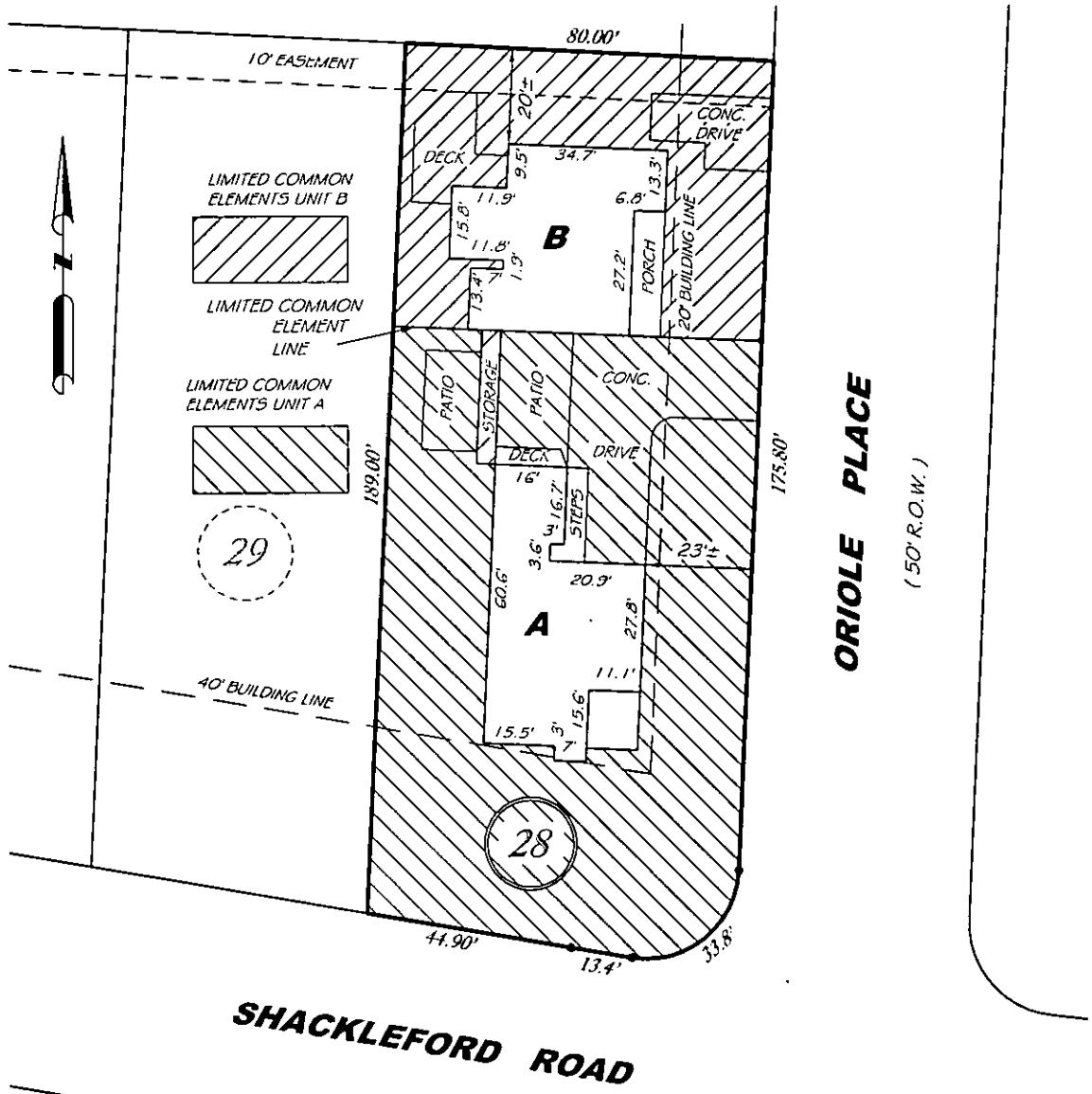
Said Lot No. 28, which is a corner lot, fronts 58.3 feet on the northerly margin of Shackleford Road and fronts 175.8 feet on the westerly margin of Oriole Place, said frontages being joined by a curve having a length of 33.8 feet (erroneously referred to as 38.8 feet in the previous two deeds of record), and extends back 80.00 feet on the northerly line and 189.00 feet on the westerly line to a point of intersection.

Being the same property conveyed to Willi K. Nikolaicyzk and wife, Joann M. Nikolaicyzk, by warranty deed dated December 21, 1984, from Frank E. McMurry and wife, Mary H. McMurry, recorded in Book 6458, page 462, Register's Office for Davidson County, Tennessee. Willi K. Nikolaicyzk conveyed his interest in subject property to Joann M. Nikolaicyzk by quitclaim deed dated March 19, 2010, recorded as Instrument No. 20100319-0020784, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"]
TO
DECLARATION

NOTES:

1. NUMBERS SHOWN THUS (00) PERTAIN TO METRO TAX MAP NO. 131 - 09 -. (ORIGINAL PARENT NO 131 - 03 - 72).



CONDOMINIUM SITE PLAN
"ORIOLE PLACE", a CONDOMINIUM

OWNER: JOANN M. NIKOLAICYZK

UNIT A - 1816 SHACKLEFORD ROAD UNIT B - 4119 ORIOLE PLACE

NASHVILLE, DAVIDSON COUNTY, TENNESSEE, 37215

PROPERTY: LOT 28 ON THE PLAN OF *BIRDHAVEN*

BOOK 1130, PAGE 30, R.O.D.C.

DEED REFERENCE: INS. NO. 20100319-0020784, R.O.D.C.

DATE: DECEMBER 7, 2009 REVISED AUGUST 31, 2010 SCALE: 1" = 30'

FILE NO. 29-280-2

PATRICK COODE AND COMPANY, LLC
144 SPRING VALLEY ROAD
NASHVILLE, TENNESSEE 37214 PH: 615 974-1814 FX: 615 739-6484
EMAIL: PSCOODE@COMCAST.NET

This CONDOMINIUM SITE PLAN should not be represented to be a general property survey as defined under Rule 0820-3-.07. It is a limited nonmonumented survey done under the authority of TCA 62-18-126. It should not be relied upon for the construction of fences or for establishing the exact location of property lines. No corners were set or reset at this time.

SIGNED: PATRICK COODE AND COMPANY, LLC

PATRICK S. COODE
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
8-31-10
TENNESSEE NO. 855