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RUSH
IDENTIFICATION REFERENCE
DEC 3 9 55 AM '84
DAVIDSON COUNTY, TN

BY-LAWS
OF
ORLEANS CONDOMINIUMS
(A HORIZONTAL PROPERTY REGIME)
Nashville, Davidson County, Tennessee

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ARTICLE I
FORM OF APARTMENT ADMINISTRATION

SECTION 1. Property Subject Hereto. The property to which these By-Laws shall apply is described as Orleans Condominiums, a horizontal property regime, located in Nashville, Davidson County, Tennessee, as shown on Exhibit A to the Master Deed; said property having been submitted to the provisions of the Tennessee Horizontal Property Act, codified as §66-27-101 seq. of the Tennessee Code Annotated, by Master Deed to which these By-Laws are exhibited, and with which these By-Laws are being recorded.

SECTION 2. Administration and Operation of the Property. The administration and operation of the property shall be conducted by a Homeowners' Association under the name of "Orleans Condominiums Homeowners' Association". The By-Laws contained in this instrument shall become the By-Laws for the said Homeowners' Association, and as hereinafter used shall mean and refer to Orleans Condominiums Homeowners' Association. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of apartment owners, and all funds received by the Association shall be held and applied by it for the use and benefit of apartment owners in

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owner arising out of any contract made by the Board of Directors, or out of the aforesaid omnium, in favor of the members of the Board of Directors, shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the co-owners in the common elements. Every agreement made by the Board of Directors shall be limited to such proportion of the total liability thereunder, as his interest in the common elements bears to the interest of all the co-owners in the common elements. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Directors or the managing agent, the manager, shall have no personal liability thereunder (except as co-owners), and that each co-owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all co-owners in the common elements.

SECTION 14. Proxy. The Board of Directors may meet by proxy provided at least a quorum is present in the minutes of the meeting approving the actions reflected therein.

SECTION 15. Declaration of Default. Should a majority of the Board of Directors determine that any co-owner is in default in the performance of any co-owner's obligations contained in the Master Deed, or these By-Laws, then the Secretary of the Board of Directors shall send written notice of such default to such co-owner and if such default is not cured to the satisfaction of such Secretary within a reasonable time (not in excess of two weeks from the date of sending notice), then the Secretary shall proceed to enforce the remedies given herein provided by law.

SECTION 16. Developer as Manager. Subject to the limitations imposed in Article II, Section 1 hereof, the Developer or its designee may be employed as Manager or Managing Agent, and as such, shall be entitled to any profit which it may earn from its management and operation of the Condominium, as long as said profit is reasonable.

ARTICLE III

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CO-OWNERS

SECTION 1. Annual Meetings. At, or before, the expiration of its term of office, the Board of Directors shall notify all co-owners and a meeting of the co-owners shall be held within thirty (30) days thereafter on a call issued by the President. Thereafter, the annual meetings of the co-owners shall be held on the 15th day of January of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such meetings, the members of the Board of Directors to be elected shall be elected by ballot of the co-owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The co-owners may transact such other business at such meetings as may properly come before them.

SECTION 2. Place of Meetings. Meetings of the co-owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by co-owners representing at least 25% of the total then existing units in the horizontal property regime. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail a written notice of such meeting of the co-owners, at least ten (10), but not more than twenty (20), days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each co-owner of record, at the building or at such other address as such co-owner shall have designated by notice in writing to the Secretary. The mailing of such notice of a meeting in the manner provided in this Section shall be considered service of notice.

SECTION 5. Adjournment of Meetings. If any meeting of co-owners cannot be held because a quorum has not attended, a majority of the co-owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time approved by a majority of those then present.

SECTION 6. Order of Business. The order of business at all meetings of the co-owners shall follow:

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Roll call

Proof of notice of meeting

Reading of minutes of preceding meeting

Reports of officers

Report of Board of Directors

Reports of committees

Election of Inspectors of Elections (when-so-required)

Election of member of the Board of Directors (when-so-required)

Unfinished business

New business

Adjourn

SECTION 7. Title to Apartments. Title to apartments may be taken in the name of an individual or the name of two or more persons, as tenants in common or as joint tenants or as tenants in entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

SECTION 8. Voting. The owner or owners of each apartment, or some person designated by the owner or owners to act as proxy on his or their behalf of who need not be an owner, shall be entitled to cast the vote appurtenant to such apartment at all meetings of co-owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the co-owner or co-owners so designating. Any one or all of such co-owners may be present at any meeting of the co-owners and (those constituting a group acting unanimously), may vote or take any action as a co-owner either in person or by proxy. Each co-owner (including the Developer, if the Developer shall then own one or more apartments) shall be entitled to cast one vote at all meetings of the co-owners for each apartment owned. A fiduciary shall be the voting member with respect to any apartment owned in his or her fiduciary capacity. It is clearly understood that there shall be only one vote for each apartment.

SECTION 9. Majority of Co-Owners. As used in these By-Laws the term "majority of co-owners" shall mean those co-owners present in person or by proxy and voting at any meeting of the co-owners determined in accordance with the provisions of Section 8 of this Article III.

SECTION 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of co-owners representing 50% of the total apartments in the horizontal property regime shall constitute a quorum at all meetings of the co-owners.

SECTION 11. Majority Vote. The vote of a majority of the votes of the co-owners at a meeting at which a quorum shall be present shall be binding upon all co-owners for all purposes except where the laws of the State of Tennessee relating to horizontal property regimes, the Master Deed or these By-Laws require a higher percentage vote or a different method of voting.

SECTION 12. Restriction on Purchase or Lease of Apartments by Co-Owners and on Capital Improvements. So long as any apartments are owned by the Developer without having been initially sold by him, no apartment may be purchased or leased by or for the Association and no capital addition, extension, alteration, added improvement, modification or additional embellishment of the property shall be authorized or made by the Association, without the prior written consent of the Developer, unless, by the unanimous vote of the co-owners other than the Developer, the Developer is excused and saved harmless from contributing to the purchase price or rental of such apartment or to the cost of such capital addition, extension, alteration, added improvement, modification or additional embellishment or any related series thereof. Nothing in the preceding sentence shall be construed to exempt any co-owner, including Developer, from contributing pro rata toward the expenses of administration and or maintenance and repair of the general common elements, and, in the proper case, of the limited common elements of the building.

ARTICLE IV

OFFICERS

SECTION 1. Designation. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a vice-president, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President, but no other officer, need be a member of the Board of Directors. The offices of Secretary and Treasurer may be held by the same person under the designation of Secretary-Treasurer.

SECTION 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Directors at the first meeting of each fiscal year and shall hold office at the pleasure of the Board of Directors.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the co-owners and of the Board of Directors. He shall have all of the powers and perform those duties vested in him by the Board of Directors.

SECTION 5. 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 Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors, he shall have charge of such books and papers as the Board of Directors may direct, and he shall perform such other duties as the Board of Directors shall impose upon him and such functions as are generally performed by a Secretary of a business organization.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping in chronological order, full and accurate financial records and books of account showing all receipts and disbursements affecting the building, or buildings, if more than one, and their administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation and perform such other duties as the Board of Directors shall impose upon him, and such other functions as are generally performed by a Treasurer of a business organization.

SECTION 8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors.

ARTICLE V

OPERATION OF THE PROPERTY

SECTION 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the co-owners to meet the expenses of administration and of maintenance and repair of the general common elements and, in the proper case, of the limited common elements of the property and any other expenses lawfully agreed upon; and the Board of Directors shall allocate and assess such common charges among the co-owners according to the relationship of their square feet of floor area to the total square feet of floor area in all apartments as a general rule but the Board of Directors is not bound to make such allocation with respect to charges that would be unfairly allocated on such basis. The Board may determine different allocations. The allocations shall be applied uniformly to all owners of like situations. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common charges also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all co-owners, of any apartment whose owner has elected to sell or lease such apartment or of any apartment which is to be sold at foreclosure or other judicial sale, as well as the assessed cost to the Board of Directors with regard to any utilities (including, but not limited to, gas, electricity, water, sewers and the

e), or other services serving the property which are not separately charged or metered on property. The Board of Directors shall advise all co-owners, promptly in writing, of the amount of charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all co-owners and their mortgagees.

SECTION 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance; (1) replacement cost fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire building (including of the apartments and the bathroom and kitchen fixtures, bathroom vanities and kitchen and bathroom cabinet work, parquet floors, ceramic tile bathroom flooring and vinyl kitchen floor covering initially installed therein and paid for by the original owner and builder of the buildings, but not necessarily including furniture, furnishings or other property supplied or furnished by tenants or co-owners) together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Condominium, the Board of Directors and the Association and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation; each such policy shall contain a Tennessee standard mortgagee clause in favor of each mortgagee on an apartment which will provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Directors and the Insurance Trustee hereinafter set forth; such insurance policies shall contain a standard deductible clause of not less than \$100 or more than \$1,000 for each occurrence; (2) rent insurance covering the rents of the apartments or other areas owned by the Association and which are rented, if any; (3) Workmen's Compensation insurance, if applicable; (4) boiler and machinery insurance as the Board of Directors may determine, including fidelity bonds (see Section 12 of Article II). All such policies shall provide that adjustments for loss shall be made by the Board of Directors, and that the net proceeds thereof, if \$20,000 or less, shall be payable to the Board of Directors and if more than \$20,000 the net proceeds shall be payable to the Insurance Trustee. It is clearly understood, however, that the Insurance Trustee is an escrow agent only and will make disbursements as directed by the Board of Directors. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of the apartments. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of the apartments at least ten (10) days prior to expiration of the then current policies.

Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each co-owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Co-owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any co-owner.

SECTION 3. Repair or Reconstruction after Fire or other Casualty. In the event of damage or destruction of any building as a result of fire or other casualty (unless more than 2/3rds of all buildings require reconstruction), the Board of Directors shall, as it in its sole and absolute discretion determines and without intervention of any co-owner, arrange for the prompt repair and restoration of the Building or Buildings (including any damaged apartments and damaged kitchen and bathroom fixtures, bathroom vanities and kitchen and bathroom cabinet work, carpeted floors, ceramic tile bathroom flooring and vinyl kitchen floor covering initially installed and paid for by the original owner and builder of the buildings, but not including any ceiling or floor decorations or coverage or other furniture, furnishings, fixtures or equipment installed by tenants or co-owners in the apartments, unless insurance thereof is specifically provided for in the insurance policy obtained by the Board of Directors) and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the co-owners directly affected by the damage for such deficit as part of the common charges.

If two-thirds or more of all buildings are destroyed the property shall be sold; in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all the co-owners in proportion to their respective common interest, after just paying out of the share of each co-owner the amount of any unpaid liens on his apartment, in the order or priority of such liens. If there shall have been a repair or restoration pursuant to the first paragraph of Section 3 and the amount of insurance proceeds shall have exceeded the cost of such repair or restora-

, then the excess of such insurance proceeds shall be divided by the Board of Directors the Insurance Trustee, as the case may be, among the co-owners in the same manner.

SECTION 4. Payment of Common Charges. All co-owners shall be personally obligated to the common charges assessed by the Board of Directors pursuant to the provisions of Section of this Article V at such time or times as the Board of Directors shall determine. The developer is exempt from payment of common charges as to any apartment until the second of the month following the date of the closing of the first unit. No co-owner shall be liable for the payment of any part of the common charges assessed against his apartment subsequent to a sale, transfer or other conveyance by him as such apartment, together with appurtenant interests, as defined in Section 1 of Article VII hereof. A purchaser of an apartment shall not be personally liable for the payment of common charges assessed against an apartment prior to the acquisition by him of such apartment unless such liability was assumed as part of the purchase; provided, however, that the lien imposed herein for unpaid charges and assessments shall continue to be valid against the apartment.

SECTION 5. Collection of Assessments. The Board of Directors shall assess common charges against the co-owners from time to time and at least annually and shall take prompt action to collect any common charge due from any co-owner which remains unpaid for more than thirty (30) days from the due date.

SECTION 6. Default in Payment of Common Charges. In the event of default by any co-owner owing to the Board of Directors the common charges as determined by the Board of Directors, such co-owner shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, by an action to recover the same brought against such co-owner, or by foreclosure of the lien on such apartment granted by §66-27-116 of Tennessee Code Annotated, or both.

SECTION 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Directors to foreclose a lien on an apartment because of unpaid common charges, the Board of Directors, acting on behalf of the Association, shall have the power to purchase the apartment unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the

es appurtenant to, convey or otherwise deal with the same. A suit to recover a money
gment for unpaid common charges shall be maintainable without foreclosing or waiving
lien securing the same.

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SECTION 8. Statement of Common Charges. The Board of Directors shall promptly provide
y co-owner so requesting the same in writing, with a written statement of all unpaid common
arges due from such co-owner.

SECTION 9. Abatement and Enjoinment of Violations by Co-Owners. The violation of any
e or regulation adopted by the Board of Directors, or the breach of any By-Laws contained
rein, or the breach of any provision of the Master Deed shall give the Board of Directors
a right, in addition to any other rights set forth in these By-Laws:

to enter the apartment in which, or as to which such violation or breach exists
and to summarily abate and remove, at the expense of the defaulting co-owner,
any structure, thing or condition that may exist therein contrary to the intent and
meaning of the provisions hereof, and the Board of Directors shall not thereby
be deemed guilty in any manner of trespass; or

to enjoin, abate or remedy by appropriate legal proceedings, either at law or in
equity, the continuance of any such breach and to recover all costs of such
enforcement, including reasonable attorney's fees.

SECTION 10. Maintenance and Repair. Except as provided in Section 3 hereof:

) All maintenance of and repairs to any apartment, structural or non-structural,
ordinary or extraordinary, (other than maintenance of and repairs to any common
elements contained therein, and not necessitated by the negligence, misuse or neglect
of the owner of such apartment), shall be made by the owner of such apartments.
Each co-owner shall be responsible for all damages to any and all other apartments
and/or to the common elements within or adjacent to his apartment, which require
maintenance or repair. The Board of Directors may make any repairs and maintain
any co-owner's apartments and charge the cost of the same to the affected co-owner
or co-owners.

) All maintenance, repairs and replacements to the common elements, whether located
inside or outside of the apartment units, (unless necessitated by the negligence,
misuse or neglect of a co-owner in which case such expense shall be charged to
such co-owner), shall be made by the Board of Directors and be charged to all the
co-owners as a common expense.

-) All maintenance, repairs and replacements to any limited common elements (except terraces, storage areas, and carports) identified on the plat of record or otherwise herein (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of any owner of the abutting apartments, or by any agent, invitee, contractor or guest of any such owner) shall be made by the Board of Directors and may be charged to the co-owners who abut such limited common element or who are directly affected by such limited common element, as a common expense allocable to such co-owners alone.

SECTION 11. Restrictions on Use of Apartments. In order to provide for congenial occupancy of the property and for the protection of the values of the apartments, the use of the property shall be restricted to and shall be in accordance with the following provisions:

-) Each of the apartments shall be used for single family residences only. ~~This provision shall not preclude use and occupancy by two adults not married to each other.~~
-) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of apartments.
-) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.
-) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expenses of the respective co-owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property.
-) No portion of an apartment (other than the entire apartment) may be rented, and no transient tenants may be accommodated therein.
-) No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased co-owner or tenant or his or her spouse; provided, however, that such permitted sale shall be deducted for no longer than two consecutive days and between the hours of 9 A.M. and 5 P.M.

SECTION 12. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements, and the making of such additions, alterations or improvements, shall have been approved by a majority of the co-owners and the provisions of Section 12 of Article III hereof having been complied with, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all co-owners for the cost thereof as a common charge.

SECTION 13. Additions, Alterations or Improvements by Co-Owners. Any structural additions, alterations or improvements in or to his apartment shall not be made by any co-owner without the prior written consent thereto of the Board of Directors. A lien for labor or materials shall attach to such co-owner's interest in the Condominium and not the Condominium as a whole. The Board of Directors shall have the obligation to answer any written request by a co-owner for approval of a proposed structural addition, alteration or improvement in such co-owner's apartment, within thirty (30) days after such request, and failure to do so with the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any department of the Government of Nashville, Davidson County, Tennessee, or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any apartment shall be executed by the Board of Directors only, without however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to apartments owned by the Developer until such apartment shall have been initially sold by the Developer and paid for.

SECTION 14. Use of Common Elements and Facilities.

- a) A co-owner shall not place or cause to be placed in the common areas or common facilities, other than a terrace or yard to which such co-owner has sole access, and other than the areas designated by the Board of Directors, any furniture, packages or objects of any kind, except with the written consent of the Board of Directors or its agent.
- (b) Any limited common elements, which have been designated as herein and otherwise in the Plat of record, shall be used only by that or those apartments which abut directly thereon, and the use thereof shall be limited only to that to which the same are reasonably suited and which are incident to the use and occupancy of such abutting apartments or as otherwise restricted herein on the Plat of record.

SECTION 15. Right of Access. A co-owner shall grant a right of access to his apartment to the manager and/or the managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating or existing in his apartment or threatening another apartment or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his apartment unit or elsewhere in the buildings, or to correct any condition which violates the provisions

any mortgage covering another apartment, provided that requestes for entry are made in vance and that any such entry is at a time reasonably convenient to the apartment owner. case of an emergency, such right of entry shall be immediate, whether the co-owner is present the time or not.

SECTION 16. Rules of Conduct. Rules and regulations concerning the use of the apartments and the common elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Directors to each co-owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Directors, are annexed hereto and made a part hereof as Exhibit 1.

SECTION 17. Electricity, Water and Sewer Charges. Water shall be supplied to all of the apartments and the common elements through one or more building meters and the Board of Directors shall pay, as a common expense, for water consumed on the property, including the apartments, together with all related sewer charges arising therefrom, promptly after the bills from the same have been rendered. In the event of a proposed sale of an apartment by the owner thereof, the Board of Directors, on request of the selling co-owner shall execute and deliver to the purchaser of such apartment or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewage affecting the property as of the date of closing of title to such apartment, promptly after such charges shall have been billed by the proper billing agency. The Board of Directors may in its sole and absolute discretion allocate utility charges on a different basis than the allocation of other common charges. The allocation must be applied as uniformly as possible.

SECTION 18. Special Assessments. In addition to the other common charges authorized herein, either fifty-one (51%) percent of the co-owners with the concurrence of the Board of Directors or eighty (80%) percent or more without Board approval decide upon and vote for the construction of additional recreational and other common facilities, or the alteration, remodeling, demolition or removal of existing recreational and other common facilities from time to time, when the cost of such construction, etc., shall be financed by increasing the common charges to be paid by all co-owners upon the same basis as other common charges are paid and such increased common charges shall be paid monthly over a term of years if satisfactory financing can be obtained.

ARTICLE VI

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MORTGAGES

SECTION 1. Notice to Board of Directors. A co-owner who mortgages his apartment shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors; the Board of Directors shall maintain such information in a book entitled "Mortgages of Apartments".

SECTION 2. Further Assurance to Mortgagees. As further assurance to mortgagees, the following matters are hereby provided:

1. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owed), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners' association shall not be entitled to:

- (a) by act or omission, seek to abandon or terminate the condominium project;
- (b) change the pro rata interest or obligation of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
- (c) partition or subdivide any condominium unit;
- (d) by act or omission, to seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);
- (e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

2. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

No provision of these By-Laws or the Master Deed is intended to give a condominium unit owner, or any other party, priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

A working capital fund shall be established for the purpose of meeting unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable. Such fund shall be acquired by the collection of an amount equal to two regular monthly assessments at the time of the closing of the initial sale of each apartment. The amounts so paid shall not be treated as prepayments of regular assessments.

A first mortgagee, upon request, will be entitled to written notification from the Homeowners' Association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

Any first mortgagee who acquires title to a condominium apartment pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such apartment's unpaid dues or charges which accrued prior to the acquisition of title to such apartment by the mortgagee; provided, however, that any such delinquent assessments which were extinguished pursuant to this provision may be reallocated and assessed to all of the units as common expense; and provided further that any such sale or transfer pursuant to a foreclosure will not relieve the purchaser or transferee of an apartment from liability for, nor the apartment from the lien of, any assessments made thereafter.

SECTION 3. Examination of Books. Each co-owner and each mortgagee of an apartment shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month, and to receive on request, at reasonable cost, current copies of the Master Deed, By-Laws and other rules concerning the property.

NON-SEVERABILITY OF OWNERSHIP

SECTION 1. No Severance of Ownership. The interest, rights and privilege to which a co-owner is entitled by reason of the ownership of an apartment are herein designated Appurtenant Interests and include, but are not limited to: an undivided interest in the common elements of the horizontal property regime, the rights and privileges to use and enjoy the common elements, the interest of a co-owner in an apartment or apartments acquired by the Board of Directors or its designee on behalf of all co-owners or the proceeds of the sale or lease of, if any, the right to attend and to vote at the meetings of co-owners and the interest of a co-owner in any other assets of the horizontal property regime. No co-owner shall execute a deed, mortgage, or other instrument conveying or mortgaging title to his apartment without including therein the Appurtenant Interests, it being the intention hereof to prevent any fragmentation of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any apartment shall be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all apartments.

SECTION 2. Waiver of Right of Partition with Respect to such Apartments as are Acquired by the Board of Directors, or its Designee, on behalf of the Association as Tenants in Common. In the event that an apartment or any common elements or any other property shall be acquired by the Board of Directors, or its designee, on behalf of the Association, all co-owners, shall be deemed to have waived all rights of partition with respect to such apartment or property.

ARTICLE VIII

CONDEMNATION

SECTION 1. Condemnation. In the event of a taking in condemnation or by eminent domain of all or part of the common elements, the award made for such taking shall be payable to the

Board of Directors, for and on behalf of the Association, if such award amounts to \$20,000 or less, and to the insurance trustee if such award amounts to more than \$20,000. If a majority of the Board of Directors in their sole and absolute discretion approve the repair and restoration of such common elements the Board of Directors shall arrange for the repair and restoration of such common elements, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board of Directors does not duly and promptly approve the repair and restoration of such common elements, the Board of Directors or the insurance trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these Laws.

ARTICLE IX

RECORDS

SECTION 1. Records and Audits. The Board of Directors or the managing agent shall keep accurate records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the co-owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each apartment which, among other things, shall contain the amount of each assessment of common charges against such apartment, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board of Directors to all co-owners at least annually. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board of Directors to all co-owners and to all mortgagees of apartments who have requested the same promptly after the end of each fiscal year.

profits of \$10,000,000 or more. In the event that the Insurance Trustee shall re-
insurance Trustee shall be a bank or trust company in Nashville, Tennessee,
he Board of Directors and having a capital, surplus and undivided profits of \$
more. The Board of Directors shall pay the fees and disbursements of any Insu-
and such fees and disbursements shall constitute a common expense of the Condom-

SECTION 7. Proxy. Any act or approval in writing shall be binding upon the pe-
same.

ARTICLE XI

AMENDMENT TO BY-LAWS

SECTION 1. Amendment to By-Laws. These By-Laws may be modified or
written consent or vote of sixty-seven (67%) percent of all co-owners of
apartments in the Condominium. Such modifications or amendments shall
until filed for record in the Register of Deeds Office for Davidson County.

ARTICLE XII

CONFLICTS

SECTION 1. Conflicts. These By-Laws are set forth to comply with the
Tennessee Horizontal Property Act, now codified as §66-27-101, et se-
Code Annotated as it may be amended from time to time, to allow the
in specific situations where such law allows. In case any of these By-L-
provisions of said statute or of the Master Decd, the said statute or the
case may be, shall control. Terms which are not defined in the Master
record or in these By-Laws shall be deemed to be the same as defined in su-

T Aaron Brown / Connie McAdams
MUSH

THIS INSTRUMENT PREPARED BY:

CHRISTY WILKINS IVEY

Attorney at Law

2210 Crestmoor Road

P.O. Box 150157

Nashville, Tennessee 37215-0157

167137

IDENTIF. REFERENCE

DEC 3 9 55 AM '84

ADDRESS NEW OWNERS AS FOLLOWS: SEND TAX BILLS TO: MAP & PARCEL NO. COUNTY, TN

Orleans Condominiums Homeowners'
Association

114 Thirty-Third Avenue, So.
Nashville, Tennessee 37212

Same

Map 104-6, Parcel 178

Field Book 26W-6475

BOOK 6437 PAGE 536

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF
ORLEANS CONDOMINIUMS

THIS MASTER DEED is made this 30th day of Nov., 1984, by ORLEANS LTD., A Tennessee Limited Partnership (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 Orleans Condominiums), 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 Orleans Condominiums, and it is located in Nashville, Davidson County, Tennessee, as shown on Exhibit "A" attached hereto.

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

bsolute, to the referenced provisions of the Tennessee Code Annotated, hereby establishing horizontal property regime.

RCM 6437-1-537

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 Orleans Condominiums. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDING. ~~The building, consists of two (2) main structures, each three stories in height, containing ten (10) condominium apartments and one efficiency apartment Unit No. 10) which will be the property of the Homeowners' Association. The designation of apartment numbers is as shown on Exhibit "A" attached hereto. Parking areas will be afforded as shown on said Exhibit. Condominium apartment numbers one through nine (1-9) have one bath and two bedroom. Condominium apartment number eleven (11) has one bath and one bedroom.~~

6. APARTMENTS. The said Exhibit shows the location of all apartments in the building and their respective apartment numbers.

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 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. ~~This provision shall not preclude use and occupancy by two adults not married to each other.~~

9. COMMON ELEMENTS. The common elements consist of the entire property, 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, elevators, 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) Unit number 10, an efficiency apartment to be maintained by and leased, managed or used to the financial benefit of the Homeowners' Association;
- (j) The interest of each co-owner in the common elements is an equal 1/10th undivided interest. Provided, however, that in the event the homeowners' association elects to convey title to Unit Number 10, the interest of each co-owner in the common element shall be an equal 1/11th undivided interest

10. 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 utilities 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. Nine storage closets located adjacent to apartment numbers one through nine shall be a limited common element of the apartment nearest the entrance of each storage closet, such that each of the above nine apartments has the use of one storage closet as a limited common element of that apartment only.

11. 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.

12. 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.

13. 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 Directors, 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.

14. 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.

15. 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 appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, 6-27-101, 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.

16. AMENDMENT. This Master Deed may be amended by a deed of amendment joined 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 the apartments which have not been actually deeded to a purchaser.

17. 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.

BOOK 6437 PAGE 541

18. 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.

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 visa versa, whenever the context so requires.

20. 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 30th day of Nov., 1984.

ORLEANS LTD., A LIMITED PARTNERSHIP

By: R & B EQUITIES, A General Partnership,
General Partner

By: James L. Riggs
James L. Riggs

By: J. D. Barnes
J. D. Barnes