

(ADDRESS NEW OWNERS AS FOLLOWS: )	SEND TAX BILLS TO: )	MAP & PARCEL NO.)
(Roderick Square )	)	)
( )	)	)
(A Condominium )	Same )	)
(c/o Haury & Smith )	)	)
(Contractors, Inc. )	)	)
(2033 Richard Jones Road )	)	)
(Nashville, Tennessee 37215 )	)	)

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF

RODERICK SQUARE

THIS MASTER DEED is made this \_\_\_\_\_ day of \_\_\_\_\_, 1985, 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 Annotated, thereby establishing a horizontal property regime.

2. NAME AND ADDRESS. The name by which this horizontal property regime is to be identified is Roderick Square, a condominium, and it is located on Hillsboro Road and Golf Club Lane, Nashville, 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 shown on a plan recorded in Book \_\_\_\_\_, page \_\_\_\_\_, in the Register's Office for Davidson County, Tennessee.

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 sometimes be referred to as the "Property" or Roderick Square. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDING. The building which is expected to be substantially completed on or about the 30th of December, 1986, will contain 29 two bedroom living units or apartments and 11 three bedroom units. There will be three levels which contain living units. The square foot-

age for the units is reflected on the Plan of record in Book \_\_\_\_\_, page \_\_\_\_\_, Register's Office for Davidson County, Tennessee. A carport or garage will be assigned to each unit as a limited common element and will thus be marked on the Plat. Grassy areas, a boundary wall, open parking and sidewalks, and outdoor yard lighting are shown on said plan. The building is of split level design with two, three and four story levels. There are 10 units in the two story wing of the building; there are 15 units in the three story wing and 15 units and 10 parking garages in the four story wing. The basement shall be used for parking garages and storage areas. The apartments are centrally heated with gas, but electrically air-conditioned with individual controls in each apartment. Each apartment will have an individual 40 gallon gas water heater.

6. APARTMENTS. The said Plat shows the locations and anticipated number of square feet of all apartments in the buildings and their respective apartment numbers.

7. DIMENSIONS OF APARTMENTS. Each apartment consists of the area measured horizontally from the apartment side of the dry-wall or paneling of the walls facing the exterior of the building to the apartment side of the dry-wall or paneling of the wall and partition separating such apartment from the common balcony, where walls and partitions separate such apartment from other apartments, to the side of the dry-wall of such walls and partitions facing such apartment; where dry-wall separates one room in an apartment from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each apartment consists of the space between the floor and its dry-wall ceiling.

8. USE OF APARTMENTS. Each of the apartments 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 part of the buildings other than the apartments and including, without limitation, the following:

(a) The land.

(b) All foundations, columns, girders, bearing walls and columns, beams and supports.

(c) All roofs and basements; all exterior walls of the building. 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 funning through his apartment which are utilized for, or serve more than one apartment, except as a right in common to share the same

with the other co-owners. A co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows and doors bounding his apartment.

(d) All corridors, lobbies, sidewalks, stairs, stairways, common balconies at the front of the apartments, entrances to and exists from any building and elevators.

(e) All open parking and driveway areas, club room or meeting room and sidewalks.

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

(g) House service and equipment rooms which house equipment for elevators and house electrical system and sprinkler system; all compartments or installations of central services such as power, light, gas, cold and hot water, sprinkler system, storm water system.

(h) All garbage incinerators or disposal systems existing for common use.

(i) Pipes, ducts, electrical wiring and conduits, except those which are situated entirely within an apartment and serve only that apartment.

(j) All other elements, installations or devices of the building rationally of common use.

(k) All office space.

(l) 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; and any common element serving exclusively a single apartment as an appurtenance thereto. All balconies which adjoin the rear of each apartment and the carport or enclosed garage designated for each apartment are limited common elements for the exclusive use of the sole co-owner whose apartment they serve. All utility pipes, ducts, fixtures, equipment, wiring and conduits located entirely within an apartment or adjoining apartment and serving only one apartment are limited common elements of the apartment which they serve.

(m) The interest of each co-owner in the common elements is an equal 1/40th undivided interest. There is only one designated parking space for each apartment and said space is a limited common element for the apartment to which it is assigned.

10. ACCESS EASEMENT TO STORAGE AREAS. The Developer, for itself, its successors and assigns, does hereby reserve an access easement through garages to and from storage areas assigned to unit owners by Unit Deed from the Developer. This easement shall run with and serve the unit owner of the storage area to the rear of garages.

11. (a) COMMON EXPENSES. Each unit owner, shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with this Master Deed and the By-Laws appended hereto which are made a part hereof and incorporated herein by reference (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to the maintenance and repair thereof and any and all replacements and additions thereto. Developer is exempt from payment of common charges until the construction of any apartment is complete. Such proportionate share of the common expenses for each unit owner shall be as set forth in the By-Laws. Payment of common expenses, including any prepayment thereof required by contract for a sale of a unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No unit owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non use or enjoyment of the common or limited common elements or by abandonment of his unit. If any unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the rate of 13% per annum, or such greater percentage as may then be permitted under the law of the State of Tennessee, after said common expenses become due and payable plus reasonable attorney's fees, shall constitute a lien in the interest of such unit owner in the property as provided in the Act.

(b) ENFORCEMENT OF LIEN. FOR AND IN CONSIDERATION of the privileges, protections, mutual enjoyment and use of the common elements and the premises contained herein, the receipt of which is hereby acknowledged and any assumption of the obligations by transferees as required hereunder, and to secure the payment of said common expenses, principal, interest, and attorney fees, a lien is expressly retained by the Association on each and every unit owner's unit and prorata interest in the common elements (referred to in this subparagraph as "property").

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said unit owners, their heirs, administrators and assigns, hereinafter referred to as trustors, hereby transfer and convey unto Gail Pigg, Trustee, her successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustors agree to pay their prorata share of common expenses when due and further agree to pay all taxes and assessments thereon general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay discharge, or remove, any and all liens (except a First Mortgage or Deed of Trust) which may be hereafter placed against

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

(c) MORTGAGE AND DEED OF TRUST PROTECTION. The lien for common expenses payable by a unit owner shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such unit owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This subparagraph (c) shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

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 the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the 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 the building, or any 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

said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear interest at the rate of 18% per annum, or at the then highest contract rate of interest then legally collectible in Tennessee from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay their prorata share of common expenses aforesaid when due, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any payment thereof, or interest thereon, is not paid promptly when due, or if, failing to pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the statutory right of redemption, homestead, dower, spouse's elective share and all other exemptions of every kind, which are hereby expressly waived; but subject to an existing first mortgage deed of trust; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

other apartment or upon any portion of the common elements, due to 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 Managers shall have a right of access to each apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

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 of a lease of an apartment or entering into occupancy of an apartment, shall constitute an agreement that the provisions of this Master Deed and such 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 AND RULES AND REGULATIONS. All present and future co-owners, tenants and occupants of an apartment shall be subject to, and shall comply with, the provisions of the By-Laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, § 66-27-111, as they may be amended from time to time, said By-Laws and Rules and Regulations are incorporated herein by reference. 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 and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

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

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.

18. 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.

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.

IN WITNESS WHEREOF, the Developer has executed this Master Deed at Nashville, Davidson County, Tennessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

HAURY & SMITH CONTRACTORS, INC.

BY: \_\_\_\_\_  
REESE L. SMITH, JR., CHAIRMAN

ATTEST BY:

\_\_\_\_\_

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Reese L. Smith, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Chairman of Haury & Smith Contractors, Inc., the within named bargainor, a corporation, and that he as such Chairman, 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 Chairman.

Witness my hand and seal, at office in Nashville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_



EXHIBIT A  
(Tract A)

PROPERTY DESCRIPTION  
RODERICK SQUARE CONDOMINIUM  
APRIL 24, 1986

BEING A PARCEL OF LAND LYING IN DAVIDSON COUNTY, TENNESSEE AND BEING BOUNDED ON THE WEST BY HILLSBORO ROAD; ON THE NORTH BY HAMPTON PLACE TOWN HOMES AND DOMINION PROPERTIES; ON THE EAST BY GOLF CLUB LANE; ON THE SOUTH BY BOY SCOUTS OF AMERICA PROPERTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT CORNER COMMON WITH BOY SCOUTS OF AMERICA PROPERTY IN THE EAST RIGHT-OF-WAY LINE OF HILLSBORO ROAD, SAID MONUMENT BEING LOCATED NORTHERLY 225 FEET, MORE OR LESS, FROM THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF HILLSBORO ROAD AND THE NORTH RIGHT-OF-WAY LINE OF WOODMONT AVENUE;

THENCE WITH THE EAST RIGHT-OF-WAY LINE OF HILLSBORO ROAD, NORTH 02 DEG 54 MIN 42 SEC EAST, 200.03 FEET TO A CONCRETE MONUMENT CORNER COMMON WITH HAMPTON PLACE TOWN HOMES;

THENCE LEAVING HILLSBORO ROAD AND WITH HAMPTON PLACE TOWN HOMES, SOUTH 88 DEG 12 MIN 51 SEC EAST, 221.57 FEET TO A CONCRETE MONUMENT CORNER COMMON WITH HAMPTON PLACE TOWN HOMES AND DOMINION PROPERTIES;

THENCE WITH DOMINION PROPERTIES, SOUTH 88 DEG 09 MIN 04 SEC EAST, 200.33 FEET TO A CONCRETE MONUMENT CORNER COMMON WITH DOMINION PROPERTIES IN THE WEST RIGHT-OF-WAY LINE OF GOLF CLUB LANE;

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF GOLF CLUB LANE, SOUTH 01 DEG 46 MIN 55 SEC WEST, 200.00 FEET TO A CONCRETE MONUMENT CORNER COMMON WITH BOY SCOUTS OF AMERICA PROPERTY;

THENCE LEAVING GOLF CLUB LANE AND WITH BOY SCOUTS OF AMERICA PROPERTY, NORTH 88 DEG 11 MIN 00 SEC WEST, 425.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.947 ACRES, MORE OR LESS.

(Also being known as Lots Nos. 233 and 263 on the Plan of the north part of Noel's Subdivision of Watkins Grove, as of record in Book 547, page 156, Register's Office for said County.)

Being the same property conveyed to Hauray and Smith Contractors, Inc. by deed from St. Andrews Place, a Tennessee general partnership, of record in Book 6468, page 230, Register's Office for Davidson County, Tennessee.