

This Instrument was Prepared by:

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ADDRESS OF NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Brentwood Pointe, Section Two a Condominium	Same	Map 53, Parcel 79
c/o Haury & Smith Contractors, Inc.		
2033 Richard Jones Road Nashville, Tennessee 37215		

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF BRENTWOOD POINTE, SECTION TWO

THIS MASTER DEED is made this 12th day of November, 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 Schedule "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 BRENTWOOD POINTE, SECTION TWO, a condominium, and it is located on General George Patton Drive, adjacent to Brentwood Pointe, Phase One, Brentwood, Williamson 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 Plat Book 9, page 135, in the Register's Office for Williamson 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 Brentwood Pointe, Section Two. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDINGS. The buildings which have not been constructed but are expected to be substantially completed on or about four (4) years from date of recording herewith, will be of two (2) different types—a cottage and townhouse—and in each case four (4) units to the building. Each building shall consist of either: One (1) cottage, one (1) 3-bedroom townhouse and two (2) 2-bedroom townhouses; Two (2) cottages and Two (2) 3-bedroom townhouses; or Four (4) 2-bedroom townhouses. The townhouse design consists of two (2) structural stories. There will be thirty-six (36) buildings consisting of One (1) cottage, one (1) 3-bedroom townhouse and two (2) 2-bedroom townhouses; seven (7) buildings consisting of two (2) cottages and two (2) 3-bedroom townhouses; and one (1) building consisting of Four (4) 2-bedroom townhouses. There will be a total of forty-four (44) apartment buildings. The square footage for the aforesaid units is reflected on the Plan of record in Plat Book 9, page 135, Register's Office for Williamson County, Tennessee, and each apartment shown thereon also has a storage area and a patio (or terrace). A "Club House" and a swimming pool are shown on said plan, two tennis courts, lawns, drives, open parking areas and sidewalks are not shown on said Plan but are in place or are to be constructed on "Tract A"; however, construction of the pool,

club house and tennis courts will not begin until completion and sale of the first eighty-eight (88) units. The buildings will be of concrete block foundations and a wood frame construction with different variations of veneer (brick, siding, etc.) on the front of each apartment and the rear of each apartment will have metal siding upon it (but not brick veneer). First floors are Three Thousand (3,000) pound reinforced concrete slab, or wood framing systems, and second floors are wood. Ceilings are dry-wall on wood frame construction. Interior walls will be dry-wall on wood frame construction. The interior walls of each apartment will have clear space in between, while the exterior walls will have 3 ½ inch (full-thick) batt insulation and the walls between apartments will be double walls (each 4 inches) with a one (1) inch clear space in between and each such wall shall be insulated with full thick batt insulation. The apartments are centrally heated by gas heating systems and electrically air-conditioned with individual controls in each apartment. Each apartment will have an individual 40-gallon electric water heater.

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

6. 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 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 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 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 first floor and its ceiling, in the townhouse and cottage

apartments; and in the townhouse apartments, that space on the second floor between the top of the second floor and the underside of the second floor 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 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 and not including the portions thereof on the apartment side of the dry-wall or paneling of such walls; and the portions between the apartment sides of walls and partitions between apartments; and all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his 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 apartment.
- (d) All corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any apartment.
- (e) All yards, gardens, swimming pool areas and facilities for the swimming pool, all

open parking and driveway areas which will be common elements in common, and the club house, picnic areas, children's playground, tennis courts and sidewalks.

(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 which are not restricted to the use of a particular unit or units.

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

(i) All office space.

(j) 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 patios or wood decks, porches, storage spaces, stoops, which serve individual apartments are limited common elements for the exclusive use of the sole co-owner whose apartment they serve. All utilities pipes, i.e., plumbing inside walls of a building which serve one unit and HVAC condensing equipment which serves one unit only are limited common elements. Party walls (if any) between apartments shall be limited common elements of the respective apartments upon which they abut.

(k) The interest of each co-owner in the common elements is an equal 1/176th undivided interest.

10. 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 for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

11. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENT. 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.

12. 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.

13. 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, Section 66-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to an 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.

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

15. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

16. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

17. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

IN WITNESS WHEREOF, the Developer has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 12th day of November, 1985.

HAURY & SMITH CONTRACTORS, INC.

BY: _____

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, H. Wayne Morrison, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice-President of Haury & Smith Contractors, Inc., the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee, this 12th day of November, 1985.

NOTARY

Commission Expires: 10/24/88