

This Instrument was Prepared BY; Gail P. Pigg, Attorney
 916 J. C. Bradford Building
 Nashville, Tennessee

ADDRESS NEW OWNERS AS FOLLOWS	SEND TAX BILLS TO	MAP & PARCEL NO.
River Rest (Section One) a Condominium	SAME	
c/o Haury and Smith Contractors, Inc.		
2033 Richard Jones Road Nashville, Tennessee 37215		

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF
 RIVER REST (SECTION ONE)

THIS MASTER DEED is made this 27th day of March, 1975, 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 64 of Tennessee Code Annotated, thereby establishing a horizontal property regime; reserving for the Developer, however, perpetual easements in the land for the purpose of using the land area of the property in conjunction with the adjoining acreage described in Schedule "B" hereto (sometimes referred to as "Tract B"), to satisfy existing or future zoning law requirements relating to the ratio of land or lot area to family units and for the other purposes hereinafter stated.

2. NAME AND ADDRESS. The name by which this horizontal property regime is to be identified is RIVER REST (SECTION ONE), a condominium, and it is located on the southwest corner of Hillsboro Road and Moran Road, 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 64 Tennessee Code Annotated, hereby establishing a horizontal property regime which "Tract A" is shown on a plan recorded in Plat Book 5, at page 37, in the Register's Office for Williamson County, Tennessee; provided, however, easements are hereby reserved in Tract "A" by the Developer for the benefit of "Tract B" for the following purposes and uses: (i) an easement is reserved in the land of "Tract A", exclusive of the buildings, to use the land area of "Tract A" in conjunction with only "Tract B" to satisfy existing or future zoning law requirements, relating to the ratio of land or lot area to family units, when the adjacent land described in Schedule "B" hereto is developed, should Developer choose to develop such adjacent land; (ii) The Developer proposes to develop a cluster development on "Tract B". If and when such event occurs, the common amenities therein, which are anticipated to be a game room facility, driveways, pool, tennis courts, playgrounds, picnic areas, lake and walking trails, though owned in fee simple by that development, shall likewise be common elements of the horizontal property regime established by this Master Deed. Easements are hereby reserved in "Tract A" for the benefit of the owners of houses or units or apartments in the development which may be established by the Developer on "Tract B" which easements shall be for use by the occupants of homes or buildings which may be constructed on "Tract B", if such buildings are constructed, for driveways, yards, clubhouse, swimming pool, outdoor recreational facilities, public utility service facilities and parking areas located on "Tract A" at the time any development is established on "Tract B". In the event Developer establishes said cluster development on "Tract B", it is the intention that "Tract A" and the common amenities thereon shall be shared in common with "Tract B", though owned in fee simple by the horizontal property regime established on "Tract A"; and such common amenities on "Tract A" and "Tract B" shall be jointly maintained by the several homeowners associations, each contributing to the expense of such maintenance in the same proportion as the number of apartments in its buildings or the number of units in its development bears to the total number of apartments and units in the two developments; however, the Board of Managers of the horizontal property regime located on "Tract A" shall manage the common elements situated on "Tract A", and the Board of Managers of each subsequent homeowners association so established shall manage the common elements situated on "Tract B",

but shall jointly create the rules and regulations governing the use and maintenance of the common areas; (iii) and the Developer shall have the unrestricted right, at its sole expense, to relocate, expand, modify, reduce or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewers, utility lines or service connections, in order to serve the existing buildings with their co-owners or tenants along with other buildings which may be constructed on "Tract B" and their co-owners or tenants. The unrestricted rights reserved by Developer in this paragraph shall be assignable by it, and the provisions hereof are expanded upon and further explained in the By-Laws applicable hereto and are made a part hereof by reference.

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. 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 the 1st day of April, 1978, will be of three (3) different types, with twenty-three (23) of the buildings consisting of two one-story cottage type apartments; twenty-one (21) consisting of one cottage and one townhouse apartment and sixteen (16) of the buildings consisting of two townhouse units. A garage serving each apartment will separate the apartments of each building; there will be a total of sixty (60) apartment buildings, as shown on the recorded plan, with the number of square feet per building shown on such Plan and the total square footage for all apartments being 198,413 square feet; and each apartment shown thereon as having a garage and a patio. The owner of each apartment may, at his discretion, change the interior of the garage area to living area, but the square footage of the currently existing garage area is not included in the aforesaid total square footage. The number of such apartments shall be 120 and their building number is shown on said Plan. A "Club House" and a swimming pool are shown on said Plan. 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". The buildings will be of concrete block foundations and a wood frame construction with different variations of

veneer (brick, clapboard, tudor-style, shingles, etc.) on the front of each apartment and the rear of each apartment will have some variations of siding upon it. First floor floors are 3,000 pound reinforced concrete slab, and second floors are wood. Ceilings are dry-wall on wood frame construction. Interior walls will generally be dry-wall on wood frame construction, but some walls will be paneling on wood frame construction. The interior walls of each apartment will have clear space in between, while the exterior walls will have 2-3/4 inch (semi-thick) fiberglass foil batt insulation and the walls between apartments will be a single insulated wall serving the garages between apartments. The apartments are centrally electrically heated and electrically air-conditioned with individual controls in each apartment. Each apartment will have an individual 52 gallon electric water heater.

6. APARTMENTS. The said Plat shows a list of all apartments in the buildings, their respective apartment numbers, property identification numbers, (map and parcel), locations and approximate areas.

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 opposite exterior wall and, where walls and partitions separate such apartment from other apartments (as in particular, the garages which join the two apartments of any one building) to the apartment side of the single insulated wall which serves the adjoining garages. 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. 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 sides of walls and partitions between apartments, and the portions between room walls where walls are within 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, said refinishing and decorating to be at the expense of the co-owner.
- (d) Any halls, 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 area, children's playground, tennis courts and sidewalks.
- (f) All spaces devoted to the lodging or use of the manager, superintendent and other persons employed in connection with the operation of the property; and all guest rooms not attached to apartment.
- (g) All compartments or installations of central services such as power, light, telephones, gas, cold and hot water, reservoirs, tanks, pumps, air-conditioning, incinerating, air handling equipment and all other mechanical installations and appurtenances thereto and space therefor whether located in common areas or in apartments.

(h) All tanks, pumps, motors, fans, compressors, air handling units and control equipment.

(i) All maids' rooms, locker rooms, laundry rooms, and storage spaces which are not in apartments.

(j) All sewer pipes.

(k) All office space.

(l) All terrace or patios provided, however, that each co-owner whose apartment has sole access to a terrace shall have an easement for the exclusive use thereof, and each such terrace shall be a limited common element restricted to the sole use of the co-owner whose apartment has sole access thereto.

(m) Party wall between apartments shall be limited common elements of the respective apartments upon which they abut.

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 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.

12. SALES AND LEASES. No co-owner other than the Developer may sell or lease his apartment unit or any interest therein, except by complying with the following provisions:

Any co-owner who receives a bona fide offer for the sale of his apartment together with: (i) the undivided interest in the common elements appurtenant thereto; (ii) the interest of such co-owner in any apartments theretofore acquired by the Board of Managers, or its designee on behalf of all co-owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such co-owner in any other assets of the condominium, (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of his apartment, (hereinafter called an "Outside Offer") which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such apartment, together with the appurtenant interests, or to lease such apartment, to the Board of Managers, or its designee, corporation or otherwise on behalf of the Council of co-owners on the same terms and conditions as contained in such outside offer. The giving of such notice shall constitute a warranty and representation by the co-owner who has received such offer to the Board of Managers, on behalf of the other co-owners, that such co-owner believes the outside offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice to such co-owner, to purchase such apartment, together with the appurtenant

interests or to lease such apartment, as the case may be (or to cause the same to be purchased or leased by its designee, corporation or otherwise), on behalf of the Council of Co-owners on the same terms and conditions as contained in the outside offer and as stated in the notice from the offering co-owner. In the event the Board of Managers shall elect to purchase such apartment, together with the appurtenant interests, or to lease such apartment, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close at the office of the attorneys designated by the Board of Managers in such notice forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the co-owner, if such apartment together with the appurtenant interests is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of the Council of Co-owners, by deed in a form satisfactory to the attorneys for the Board of Managers. In the event such apartment is to be leased, the offering apartment owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering co-owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such apartment, on the terms and conditions contained in such outside offer. No merger of title shall result. In the event the Board of Managers or its designee shall fail to accept such offer within thirty (30) days as aforesaid, the offering co-owner shall be free to contract to sell such apartment, together with the appurtenant interests, or to lease such apartment, as the case may be, within sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the outside offeror, on the terms and conditions set forth in the notice from the offering co-owner to the Board of Managers of such outside offer. Any such deed to an outside offeror shall provide that the acceptance thereof by the grantee shall be on the then current form of deed in use for conveyancing condominium apartments by the Board of Managers and shall constitute an assumption of the provisions of the Master Deed, the By-Laws and the Rules and Regulations, as the same

may be amended from time to time. Any such lease shall be consistent with the Master Deed and the By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall neither sublet the demised premises or any part thereof, nor assign the lease thereto, without the prior consent in writing of the Board of Managers and that the Board of Managers shall have power to terminate such lease and/or to bring appropriate legal proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease, approved in writing by the Board of Managers. In the event the offering co-owner shall not, within such sixty (60) day period, contract to sell such apartment, together with the appurtenant interests, or to lease such apartment, as the case may be, to the outside offeror on the terms and conditions contained in the outside offer, or if the co-owner shall so contract to sell or lease his apartment within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering co-owner thereafter elect to sell such apartment, together with the appurtenant interest, or to lease such apartment, as the case may be, to the same or another outside offeror on the same or other terms and conditions, the offering co-owner shall be required again to comply with all of the terms and provisions of this Section 12 of this Master Deed. Any purported sale or lease of an apartment in violation of this section shall be voidable at the election of the Board of Managers.

The Board of Managers may release or waive the performance of all or any one or more of the requirements of this Section 12, with respect to any one or more single transactions, but such release or waiver of any or all of the provisions of this Section 12 shall not constitute a release or waiver of the requirements of this section with respect to any other transactions whether relating to the same or other apartments.

A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 12 of this Master Deed have been met by a co-owner or have been duly waived by the Board of Managers and that the rights of the Board of Managers thereunder have terminated, with respect to a specific transaction, shall be conclusive upon the Board of Managers and the Council of co-owners in favor of all persons who rely thereon in good faith in connection with the specific transaction named. Such certificate shall be furnished to any co-owner who has in fact complied with the provisions of Section 12 of the Master Deed or in respect to whom the provisions of such section have been waived, upon request.

The provisions of this Section 12 shall not apply with respect to any sale or conveyance by a co-owner of his apartment, together with the appurtenant interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them or to an apartment owned by the Developer or to the acquisition or sale of an apartment, together with the appurtenant interests, by a mortgagee herein authorized who shall acquire title to such apartment by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchase of such apartment from such mortgagee or at a foreclosure or judicial sale by one other than a mortgagee.

Any co-owner shall be free to convey or transfer his apartment by gift, or to devise his apartment by will, and it may pass by interstate succession, subject to the terms hereof.

13. 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.

14. 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 §64-2711, 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.

15. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty-six (66%) 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, provided, however, that the provisions of this Master Deed and the By-Laws which relate to future development of "Tract B" and the provisions relating thereto may not be amended or modified without the consent of the owner of, or co-owners representing at least sixty-six (66%) percent of the total then existing houses or apartments in any development declared or subjected upon any section developed upon "Tract B".

16. 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.

17. 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.

18. 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 27th day of March 1975.

HAURY & SMITH CONTRACTORS, INC.

BY: *Reese L. Smith, Jr.*
REESE L. SMITH, JR., PRESIDENT

ATTEST BY:

John C. Plummer
JOHN PLUMMER, SECRETARY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

VOL 259 184

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 the President of Haury & Smith Contractors, Inc., the within named bargainor, a corporation, and that he as such 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 President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 27th day of March, 1975.

NOTARY PUBLIC
LARGE
MY COMMISSION EXPIRES:
4/27/77

Paul D. [Signature]
NOTARY PUBLIC

SCHEDULE "A"

LEGAL DESCRIPTION OF

"TRACT A"

VOL 259 185

A tract of land located in the Seventh Civil District of Williamson County, Tennessee being more particularly described as follows:

Beginning at a concrete monument in the southwest intersection of Hillsboro Road, an 80-foot right-of-way, and Moran Road, a 50-foot right-of-way, and proceeding as follows:

1. With the west right-of-way line of Hillsboro Road, South 1°-57' West a distance of 804' to a concrete monument; thence,
2. With a curve to the left having a radius of 2904.98' a distance of 1324.15' to a concrete monument; thence,
3. South 24°-10' East a distance of 483.46' to a concrete monument; thence,
4. Leaving said right-of-way, North 59°-27'-10" West a distance of 422.63' to a concrete monument; thence
5. North 47°-35' West a distance of 198.00' to a concrete monument in the approximate center line of Old Hillsboro Pike; thence,
6. With said approximate center line, South 12°-39' West a distance of 158.7' to a concrete monument in the approximate center line of Old Hillsboro Pike; thence,
7. South 9°-48' West a distance of 195.22' to a concrete monument in the approximate center line of Old Hillsboro Pike; thence,
8. Leaving said approximate center line of Old Hillsboro Pike, North 24°-10' West a distance of 245.75' to a concrete monument; thence,
9. With a curve to the right having a radius of 3431.98' a distance of 690.46' to a concrete monument; thence,
10. North 88°-03' West a distance of 160.66' to a concrete monument, said monument being on the west side of a proposed roadway having a width of 50 feet; thence,
11. With said west right-of-way of proposed road, North 1°-57' East a distance of 1470.88' to a concrete monument; thence,
12. With a curve to the right having a radius of 2102.03' a distance of 204.92' to a concrete monument; thence,
13. North 7°-32'-08" East a distance of 23.28' to a radius turnout monument; thence,
14. With a radius turnout to the left of 25' a distance of 39.27' to a concrete monument in the south right-of-way of Moran Road; thence,
15. With said south right-of-way of Moran Road, South 82°-27'-52" East a distance of 590' to the point of beginning and containing 32.483 acres, more or less, as per survey by Turner Engineering Company dated February 8, 1974.

Included in the above description is a permanent public utility and drainage easement having a varying permanent width on the south side and a permanent 10-foot construction width on the north side with a 10-foot temporary construction easement parallel to this north permanent easement and being more particularly described as follows:

Beginning at a point in the west right-of-way of Hillsboro Road, said point being North 24°-10' West a distance of 34.62' from the concrete monument described in call #3 and proceeding as follows:

1. Leaving said right-of-way, North $59^{\circ}-27'-10''$ West a distance of 401.02' to a point, said line running parallel to call #4 of the overall boundary; thence,
2. North $33^{\circ}-28'$ West a distance of 171.47' to a point; thence,
3. South $82^{\circ}-47'$ West a distance of 58.96' to a point, said point being North $7^{\circ}-13'$ West a distance of 23.17' from a concrete monument described in call #5 of the overall boundary; thence,

The area to the south of the three previous calls and calls 4 and 5 of the overall boundary is the previously mentioned varying permanent utility and drainage easement

4. Along the center line of a 20-foot permanent public utility and drainage easement with a 10-foot temporary construction easement either side of this permanent easement, South $82^{\circ}-47'$ West a distance of 218.55' to a point in call #9 of the overall boundary, said point being North of and on a curve to the left having a radius of 3431.98' a distance of 128.8' from a concrete monument as described in call #8; thence,

There is also included within this overall description a 50-foot public utility and drainage easement, the center line being more particularly described as follows:

Beginning at a point which is South $82^{\circ}-47'$ West a distance of 40.0' from a point that was described in call #2 of the previously described easement and proceeding:

1. North $37^{\circ}-35'$ West a distance of 245.0' to a point; thence,
2. North $13^{\circ}-30'$ West a distance of 260.0' to a point; thence,
3. North $87^{\circ}-32'$ West a distance of 180.93' to a point in call #9 of the overall boundary, said point being south of and with a curve to the left having a radius of 3431.98' a distance of 52.33' from the concrete monument described in call #9.

Also included in the above description is a 10-foot public utility and drainage easement adjacent to and parallel to call 15 of the overall boundary description.

SCHEDULE "B"

LEGAL DESCRIPTION OF

TRACT "B"

VOL 289 187

A tract of land located in the Seventh Civil District of Williamson County, Tennessee, being the overall boundary of River Rest, excluding River Rest Section 1 of record in plat book 5, page 37 R.O.W.C. and proceeding:

Beginning at a concrete monument in the approximate center line of Old Hillsboro Pike(not in use), said monument being described in call #7 of the description and proceeding as follows:

1. With the approximate center line of Old Hillsboro Pike, South 9°-48' West a distance of 218.08' to an iron pin; thence,
2. Continuing with said center line, South 9°-26'-30" West a distance of 1075.54' to an iron pin; thence,
3. Leaving said center line, North 76°-31'-19" West a distance of 16.43' to an iron pin in the west right-of-way of Old Hillsboro Pike; thence,
4. South 5°-00' West a distance of 254.38' to an iron pin; thence,
5. South 1°-15'-44" West a distance of 296.05' to an iron pin; thence,
6. South 75°-09'-58" West a distance of 277.47' to an iron pin; thence,
7. South 0°-13'-35" West a distance of 207.32' to an iron pin; thence,
8. North 86°-56'-26" West a distance of 865.47' to a steel fence post; thence,
9. North 19°-23'-22" West a distance of 461.97' to an existing iron pipe; thence,
10. North 4°-13'-18" West a distance of 894.98' to an existing iron pipe; thence;
11. North 5°-50'-41" East a distance of 682.9' to an existing iron pipe; thence,
12. North 30°-37'-24" West a distance of 138.54' to an iron pin; thence,
13. North 52°-30' West a distance of 393', more or less, to a point in the center line of the Big Harpeth River; thence,
14. With said center line and in a northerly direction a distance of 375' more or less, to a point; thence,
15. Leaving said center line and with a line running due west a distance of 99', more or less, to an iron pin on the west side of the Big Harpeth River; thence,
16. North 10°-01'-47" West a distance of 201.61' to an iron pin; thence,
17. North 17°-44'-16' West a distance of 566.27' to an iron pin; thence,
18. North 20°-52'-52" West a distance of 382.78' to an iron pin; thence,
19. North 54°-07'-53" West a distance of 58.74' to an iron pin; thence,
20. North 4°-04' East a distance of 265', more or less, to a point in the center line of the Big Harpeth River; thence,
21. In a northwesterly direction with the center line of the Big Harpeth River a distance of 735', more or less, to a point; thence,

22. Leaving said center line, North $21^{\circ}-07'$ West a distance of 359', more or less, to the center line of Moran Road, passing through an iron pin on the north bank of the Big Harpeth River at a distance of 70', more or less, and passing through an iron pin in the south right-of-way of Moran Road at 334', more or less, thence,
23. With the center line of Moran Road, South $68^{\circ}-53'$ East a distance of 138.0' to a PK nail; thence,
24. With a curve to the left having a radius of 891.21' a distance of 211.25' to a railroad spike in said center line; thence,
25. With said center line, South $82^{\circ}-27'-52''$ East an approximate distance of 1901.86' to a point in said center line, being 25 feet opposite the radius turnout monument in the south right-of-way of Moran Road of record on the plat of River Rest Section One, plat book 5, page 37, R.O.W.C.; thence,
26. With the following calls as recorded on the plat of River Rest Section One of record in Book 5, page 37;
27. With a radius turnout to the right of 25' a distance of 39.27' to a concrete monument in the west right-of-way of Blue Springs Road; thence,
28. With said right-of-way, South $7^{\circ}-32'-08''$ West a distance of 23.28' to a concrete monument; thence,
29. Continuing with said right-of-way and with a curve to the left having a radius of 2102.03' a distance of 204.92' to a concrete monument; thence,
30. Continuing with said right-of-way, South $1^{\circ}-57'$ West a distance of 1470.88' to a concrete monument; thence,
31. Leaving said west right-of-way of Blue Springs Road, South $88^{\circ}-03'$ East a distance of 160.66' to a concrete monument, passing through a concrete monument in the east right-of-way of Blue Springs Road at a distance of 50'; thence,
32. With a curve to the left having a radius of 3431.98' a distance of 690.46' to a concrete monument; thence,
33. South $24^{\circ}-10'$ East a distance of 245.75' to the point of beginning.

Included in the above description are two cemeteries being more particularly described as follows:

Beginning at a point in the southeast corner of the herein described cemetery, said point being North $88^{\circ}-05'$ West a distance of 90.48' from the iron pin described in call #1 above and proceeding as follows:

1. North $81^{\circ}-39'$ West a distance of 158.6' to a point; thence,
2. North $6^{\circ}-44'$ East a distance of 100.8' to a point; thence,
3. South $81^{\circ}-22'-47''$ East a distance of 164.5' to a point; thence,
4. South $10^{\circ}-10'$ West a distance of 100' to the point of beginning and containing 0.372 of an acre, more or less.

Beginning at a point in the northwest corner of the herein described cemetery, said point being South $20^{\circ}-09'-19''$ East a distance of 389.6' from the PK nail described in call #23 above and proceeding as follows:

1. South $82^{\circ}-51'$ East a distance of 25.6' to a point; thence,
2. South $6^{\circ}-21'-33''$ West a distance of 43.7' to a point; thence,
3. North $82^{\circ}-51'$ West a distance of 25.6' to a point; thence,
4. North $6^{\circ}-21'-33''$ East a distance of 43.7' to the point of beginning and containing 0.026 of an acre, more or less;

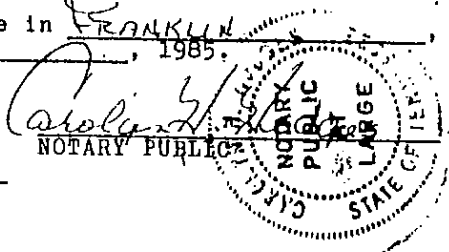
leaving a net acreage of 182.508 acres, more or less, as per surveys by Turner Engineering Company.

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

VOL 514 PAGE 298

Before me, Carolyn H. Hodges, a Notary Public of the State and County aforesaid, personally appeared James R. Walker, with whom I am personally acquainted, and who, under oath acknowledged himself to be President of the Board of Managers of River Rest Condominiums, the within named bargainer, and that he as such President, being authorized so to do, executed the foregoing for the purpose therein contained by signing the name of the Board of Managers of River Rest Condominiums by himself as President.

WITNESS my hand and seal, at office in FRANKLIN, Tennessee, this 17th day of JANUARY, 1985.

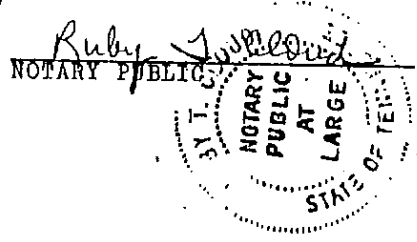


My commission expires: 11-24-85

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Ruby J. Cloud, a Notary Public of the State and County aforesaid, personally appeared Lucy Blue with whom I am personally acquainted, and who, under oath acknowledged herself to be Secretary of the Board of Managers of River Rest Condominiums, the within named bargainer, and that she as such Secretary, being authorized so to do, executed the foregoing for the purpose therein contained by signing the name of the Board of Managers of River Rest Condominiums by herself as Secretary.

WITNESS my hand and seal, at office in Brentwood, Tennessee, this 21 day of January, 1985.



My commission expires: 7-27-86

WILLIAMSON COUNTY — STATE OF TENNESSEE
Received for record the 23 day of Jan 1985
at 10:28 o'clock A M Noted in Note Book 36 page 282
and Recorded in _____ Book No. 514 page 297 State Tax
Paid _____ Fee _____ Recording Fee 6.00 Total _____
Receipt No. 24030 Witness my hand

J. Bennett . Register

**BK/PG: 9591/65-69
24031677**

5 PGS : RESTRICTIONS	
ALLYSON MUNOZ	1010568 - 24031677
10/23/2024 - 09:17:43 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

REGISTER OF DEEDS

Prepared By:
Lockland Law Group, PLLC
Attn: Quinton Horner
204 South 11th Street
Nashville, TN 37206

**FIRST DEED OF AMENDMENT TO MASTER DEED
OF RIVER REST (SECTION ONE)**

WHEREAS the Master Deed Establishing A Horizontal Property Regime of River Rest (Section One), hereinafter referred to as the “Master Deed,” is of record in Book 239, Page 172, Register’s Office for Williamson County, Tennessee, and

WHEREAS Section 15 of the Master Deed provides that it may be amended by a Deed of Amendment joined in by co-owners representing at least sixty-six (66%) percent of the total of the then-existing apartments in the horizontal property regime, and

WHEREAS at least sixty-six (66%) of the said co-owners have consented to the First Deed of Amendment of the Master Deed as set forth hereinbelow,

NOW, THEREFORE, the Master Deed is amended as follows:

Section 9 of the Master Deed is deleted and replaced with the following text:

9. Common Elements and Limited Common Elements.

Part One - 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 sides of walls and partitions between apartments, and the portions between room walls where walls are within 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, said refinishing and decorating to be the expense of the co-owner.
- (d) Any halls, corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from and building, but only if in a common area and not within the boundaries or perimeter 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 area, children's playground, tennis courts and sidewalks.
- (f) All spaces devoted to the lodging or use of the manager, superintendent and other persons employed in connection with the operation of the property; and all guest rooms not attached to apartment.
- (g) All compartments or installations of central services such as power, light, telephones, gas, cold and hot water, reservoirs, tanks, pumps, air-conditioning, incinerating, air handling equipment, and all other mechanical installations and appurtenances thereto and space therefor whether located in common areas or in apartments.
- (h) All tanks, pumps, motors, fans, compressors, air handling units and control equipment.
- (i) All maids' rooms, locker rooms, laundry rooms, and storage spaces which are not in apartments.
- (j) All sewer pipes excluding pipes defined as limited common elements as set forth in Part Two, Section (e) hereinbelow.
- (k) All office space.

Part Two – 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, and include, without limitation, the following:

- (a) All terraces, patios, porches, and stoops which serve individual apartments.
- (b) All utility pipes (i.e. plumbing inside walls of a building) which serve one apartment or two adjoining apartments.
- (c) HVAC (heating, ventilating, and cooling/air conditioning) condensing equipment which serves only one apartment.
- (d) Party walls between two adjoining apartments.
- (e) Fresh water and wastewater "connector" lines, to the extent that they carry fresh or wastewater to or from a single building but not as part of a "main" line. Accordingly, where ever such "connector" line benefits only one (1) of the apartments within a building, it is "limited" as to that apartment; wherever such "connector" line benefits each of the two (2) apartments within a building, it is "limited" as to those two (2) apartments with applicable repair and expense responsibilities shared between those two (2) particular apartments. To the extent that any fresh or wastewater line is designed to carry fresh or wastewater to or from two (2) or more buildings, such portion of the line is deemed to be a general common element.
- (f) Shrubbery, plantings, and any other landscaping within enclosed patio areas.
- (g) Roofs of apartment patios.

All other provisions of the Master Deed remain in full force and effect.

IN WITNESS WHEREOF, this instrument is hereby executed on the 18 day of October 2024.

RIVER REST (SECTION ONE)

By: Barbara Duke
Barbara Duke, President

STATE OF TENNESSEE

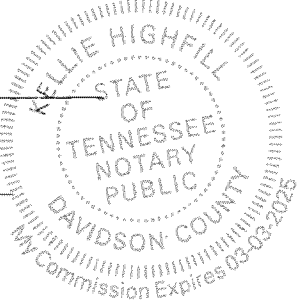
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Barbara Duke, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is President of River Rest (Section One) Condominiums, a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of River Rest (Section One) Condominiums.

Sworn to and subscribed before me this 18 day of October, 2024.

Kellie Highfill
Notary Public

My commission expires: 3/3/25



CERTIFICATION

I hereby certify that I am the duly elected Secretary of River Rest (Section One). I further certify that the co-owners of at least sixty-six (66%) of the total current number of apartments in the horizontal property regime River Rest (Section One), A Condominium, have joined in the foregoing Amendment to the Master Deed of River Rest (Section One).

Witness my signature this 22 day of October, 2024.

By: Sara Campbell
Sara Campbell, Secretary

STATE OF TENNESSEE

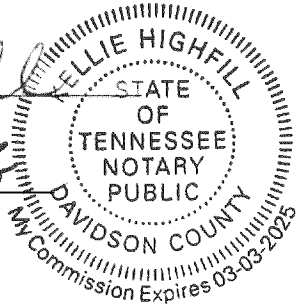
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Sara Campbell, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of River Rest (Section One) Condominiums, a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of River Rest (Section One) Condominiums.

Sworn to and subscribed before me this 22nd day of October, 2024.

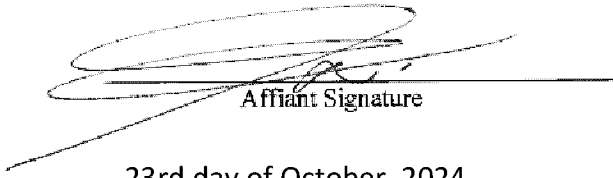
Kellie Highfill
Notary Public

My commission expires: 3/3/25



Tennessee Certification of Electronic Document

I, Steven T. Morris, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on October 18, 2024.


Affiant Signature
23rd day of October, 2024
Date

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 23rd day of October, 2024


Notary's Signature

MY COMMISSION EXPIRES: 1/24/2028

NOTARY'S SEAL

