

This instrument was prepared by: Robert L. Trentham, Attorney  
24th Floor, Life & Casualty Tower  
Nashville, Tennessee 37219

ADDRESS NEW OWNERS AS FOLLOWS: SEND TAX BILL TO: MAP & PARCEL NO:

Deerlake Retirement Community  
a Planned Unit Development  
c/o Retirement Housing Services  
2500 21st Avenue South  
Nashville, TN 37212

Same

BOOK 5097 PAGE 529

142  
P/177  
PW

SEC 16<sup>2</sup> MISC MASTER DEED 8\* 22.00 \* 22.00

ESTABLISHING A HORIZONTAL PROPERTY REGIME FOR  
DEERLAKE RETIREMENT COMMUNITY

THIS MASTER DEED is made this 8th day of December,  
1976, by Retirement Housing Services

(hereinafter called "DEVELOPER"), for themselves, their 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 and the existing improvements and improvements to be made  
thereon to the regime established by Chapter 27 of Title 64 of  
the Tennessee Code Annotated, thereby establishing a horizontal  
property regime.

2. NAME AND ADDRESS. The name by which this horizontal  
property regime and planned unit development is to be identified  
is DEERLAKE RETIREMENT COMMUNITY, and its address is Hicks Road  
at Highway 70 South, Nashville, Davidson County, Tennessee.

3. SUBMISSION OF THE PROPERTY. The Developer hereby  
submits the land described in Schedule "A", together with the  
buildings and improvements to be constructed thereon, owned by the  
Developer in fee simple absolute, to the provisions of Chapter 27  
of Title 64 of the Tennessee Code Annotated, hereby establishing  
a horizontal property regime and planned unit development as  
shown on a plan recorded in Book 5050, page 28 & 29, 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 Schedule "A" hereto,

which is made a part hereof by reference. The fee simple absolute title to the land described in Schedule "A" and common elements shall remain vested in the Developer until such time as the project is fully completed and all of the apartment units sold (or earlier by mutual agreement with the Tennessee Baptist Service Corporation) at which time the fee simple absolute title to the land described in Schedule "A" and common elements shall be transferred to the Tennessee Baptist Service Corporation (a nonprofit Tennessee corporation wholly owned by the Tennessee Baptist Convention) for the purpose of managing, maintaining and providing a ministry as a retirement community pursuant to a written agreement between the Developer and the Tennessee Baptist Service Corporation, dated September 21, 1976.

5. THE BUILDINGS. The buildings to be constructed will contain a total of 150 apartment units in 64 buildings with a maximum of three apartment units in each building; and as shown on the recorded plan of record in Book 5050, page 28 & 29, Register's Office of Davidson County, Tennessee. The number of square feet per building shown on such plan and the total square footage for all apartments being approximately 95,456 square feet. An activities building, recreational areas, sidewalks, open parking areas, drives etc., are also shown on said plan and are to be constructed on the property described in Schedule "A". The buildings will be one story and each apartment shall have separate concrete footings and foundations. All buildings will be of wood frame residential construction with brick veneer exterior and wood trim and asphalt composition roofs. Each unit will be of separate construction with separate floor systems and will have double walls with a 1/2' air-space between each unit. Each unit will be electrically heated and air conditioned with individual units and controls for each apartment. Each apartment will have separate electric and water service.

6. APARTMENTS. The Plan of Record in Book 5050, page 28 & 29 R.O.D.C. 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 wall and partition separating such apartment from corridors, stairs, incinerators and other mechanical equipment spaces (if any) or other exterior walls 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 all the space between the floor of each apartment and the apartment side of the dry-wall ceiling of each apartment.

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 perimeter footings and foundations which support the exterior walls of each apartment unit.

(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. No apartment 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 any apartment 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 apartment owners. An apartment owner, however, shall be deemed to own and shall have

the exclusive right and duty 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, including the duty to replace all broken window panes or glass doors.

(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, recreation areas and facilities, all open parking and driveway areas which will be common elements in common, and the activities building 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.

(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. However, maintenance of air conditioning and heating units is exclusively the responsibility of the owner of each individual apartment.

(h) All sewer pipes.

(i) All office space.

(j) All terraces or patios provided, however, that each apartment 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 apartment owner whose apartment has sole access thereto.

(k) Party walls (if any) between apartments and all front porches and doorstoops shall be limited common elements of the respective apartments upon which they abut.

(l) All road and sidewalks providing ingress and egress to the development, between apartment units, or providing ingress and egress to the recreational areas or other common areas.

Ownership of the common elements, as above described, shall remain vested in the Developer who will assume complete responsibility for the management, maintenance and repair of the common elements until the development is fully completed, and all apartment units sold. The Developer has entered into a written agreement, dated September 21, 1976, with the Tennessee Baptist Service Corporation (a nonprofit Tennessee Corporation wholly owned by the Tennessee Baptist Convention) in which the Tennessee Baptist Convention has agreed to accept title to the common elements from the Developer at such time as the project is fully completed and all of the units sold (or earlier if mutually agreeable), at which time the Tennessee Baptist Service Corporation will assume complete responsibility for the management, maintenance and repair of the common elements. All apartment owners shall have the common right to use and enjoy the common elements and each apartment owner will be required to contribute on a pro rata basis to the expenses of administering, maintaining and repairing the common elements in accordance with the bylaws and rules and regulations which shall be promulgated and recorded in the Official Records of Davidson County along with any additions, deletions or changes thereto as may be made from time to time. A not-for-profit corporation shall be formed for the purpose of receiving these funds and managing and maintaining the common elements.

10. ENCROACHMENTS. If any portion of the common elements now encroach 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 construction of the apartment units, or as a result of settling or shifting of 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.

12. APARTMENT OWNERS. The Developer has designed Deerlake Retirement Community to be a planned unit development for the use and benefit of apartment owners of retirement age and the project has been specifically designed for the accommodation of such persons. The Developer has entered into a written agreement with the Tennessee Baptist Service Corporation (a nonprofit corporation wholly owned by the Tennessee Baptist Convention) whereby the land described in Schedule "A" and common elements will be subsequently deeded to the Tennessee Baptist Service Corporation who will assume complete responsibility for the maintenance and repair of same, as well as the continued administration of the development. Purchasers of apartment units must meet certain fixed requirements relating to age, physical condition and related criteria, to be established and fixed by the Developer and the Tennessee Baptist Service Corporation.

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

The Developer (and later the Tennessee Baptist Service Corporation or its nominee) shall have an option to purchase each apartment unit at a price equal to eighty (80%) percent of the appraised fair market value of such unit as of the date the apartment

unit owner desires to sell such apartment or the Developer (and later the Tennessee Baptist Service Corporation or its nominee) shall have a first option to purchase such unit for an amount equal to the owner's purchase price, whichever amount shall be the greater of the two.

Any apartment owner desiring to sell his apartment shall first advise the Developer or the Tennessee Baptist Service Corporation, whichever the case may be, of his desire to sell such apartment and if the Developer or the Tennessee Baptist Service Corporation fails to notify the apartment owner of its intent to exercise its option to purchase said unit as hereinabove provided within 30 days after receipt of written notice from the apartment owner, the apartment owner may make a bona fide sale of his apartment provided, however, that any such sale may be made only to those persons meeting the age, physical requirements and other criteria established by the Developer and/or the Tennessee Baptist Service Corporation for apartment owners at the time of such sale. If the Developer or the Tennessee Baptist Service Corporation exercises its option to purchase by notifying the apartment owner of its election within the required 30 day period after receipt of written notice of the owner's desire to sell said apartment, the Developer or the Tennessee Baptist Service Corporation, as the case may be, shall have an additional 60 days from the date of its election to purchase said unit in which to close the sale. In the event that an apartment owner desires to sell his apartment and said apartment is encumbered by a mortgage, each apartment owner agrees to allow the Developer or the Tennessee Baptist Service Corporation, as the case may be, to assume said mortgage as part of the purchase price in the event that the Developer or the Tennessee Baptist Service Corporation exercises its option to purchase said unit. Any apartment owner desiring to lease his apartment and receiving a bona fide offer for such lease, must advise the Developer or the Tennessee Baptist Service Corporation thereof, and such other information as may reasonably be required and no apartment owner may lease his apartment to any individual who would not meet the aforesaid criteria of age, physical condition and other requirements for ownership of an apartment unit. In the event that the Developer or the

Tennessee Baptist Service Corporation fails to exercise its option to purchase an apartment unit, any deed to said apartment unit to an outside purchaser shall provide that the acceptance thereof by the grantee shall be on the then current form by deed and used for conveying condominium apartments of Deerlake Retirement Community and shall constitute an assumption of the provisions of the Master Deed, bylaws and the rules and regulations as the same may be amended from time to time. Any lease of an apartment unit shall also be consistent with the Master Deed and the bylaws and purported sale or lease of an apartment in violation of this section shall be voidable at the election of the Developer or the Tennessee Baptist Service Corporation, as the case may be. The Developer or the Tennessee Baptist Service Corporation, or its nominee, may release or waive the performance of all or any one or more of the requirements of this section with respect to any one or more single transactions, but such release or waiver of any or all of the provisions of this section 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 proper representative of the Developer or the Tennessee Baptist Service Corporation, as the case may be, stating that the provisions of this section have been met by an apartment owner, or have been duly waived with respect to a specific transaction, shall be conclusive upon the Developer and/or the Tennessee Baptist Service Corporation 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 apartment owner who has, in fact, complied with the provisions of this section of the Master Deed, or in respect to whom the provisions of this section have been waived upon request. The provisions of this section shall apply with respect to any sale or conveyance by an apartment owner of his apartment, together with the appurtenant interests therein to his spouse or to any other family member, or any one or more of them; but shall not apply to the acquisition or sale of an apartment 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.

Upon the death of any apartment owner, the Developer or the Tennessee Baptist Service Corporation, as the case may be, shall have an option to purchase the apartment from the estate of the deceased owner at a price equal to eighty (80%) percent of its fair market appraised value as of the date of death, or an amount equal to the purchase price for said apartment, whichever shall be the greater. Said option may be exercised by the Developer and/or the Tennessee Baptist Service Corporation by written notice to the estate of the deceased apartment owner within 60 days after the qualification or appointment of the personal representative of the deceased owner's estate.

14. APARTMENTS SUBJECT TO MASTER DEED. All present and future apartment 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 bylaws 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 any apartment, shall constitute an agreement that the provisions of this Master Deed and such bylaw provisions are accepted and ratified by each apartment owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any persons 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.

16. PARTITION. The common elements shall remain undivided and shall not be the object of an action for partition or division.

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. 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, wherever the context so requires.

IN WITNESS WHEREOF, the Developer has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 8th day of December, 1976.

D 81556

IDENTIF. REFERENCE

DEC 16 2 38 PM '76

FELIX J. CRISTER  
DAVIDSON COUNTY, TENN.

DEVELOPER:

RETIREMENT HOUSING SERVICES

By

By

Harry M. Rowland  
William J. Gregg

STATE OF TENNESSEE )

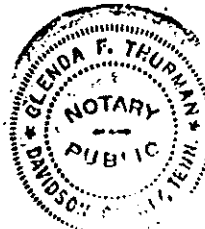
COUNTY OF DAVIDSON )

Personally appeared before me, Glenda F. Thurman, a notary public, in and for said county and state, Harry M. Rowland and William J. Gregg, the within named bargainors, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purposes contained therein.

WITNESS my hand and official seal at Nashville, Tennessee, this 8th day of December, 1976.

Glenda F. Thurman  
Notary Public

My Commission Expires:

November 17, 1980

September 30, 1976

EXHIBIT "A"

## DESCRIPTION

Overall Area

BOOK 5097 PAGE 539

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

Beginning at a concrete monument in the north right-of-way of U. S. 70-S, said monument being 42' from the center line of said highway and also being in the southeast intersection of U. S. 70-S and Hicks Road and proceeding as follows:

1. North 41°-41'-38" West a distance of 51.9' to a concrete monument in the east right-of-way of Hicks Road and being 25' from the center line of said road; thence,
2. With the easterly right-of-way of Hicks Road, North 4°-34'-36" East a distance of 571.41' to a concrete monument; thence,
3. Continuing with said right-of-way and a curve to the left having a radius of 979.87' a distance of 283.52' to a concrete monument; thence,
4. Leaving said right-of-way of Hicks Road and with an old fence line in free right-of-way along the John C. Beasley property, North 3°-38'-12" East a distance of 709.11' to a concrete monument; thence,
5. Continuing with the John C. Beasley property line, South 87°-42'-09" East a distance of 941.93' to a concrete monument; thence,
6. Leaving the Beasley property line, South 3°-25'-28" West a distance of 280.56' to a concrete monument; thence,
7. North 89°-30' West a distance of 440.0' to a concrete monument; thence,
8. South 1°-25' West a distance of 345.0' to a concrete monument; thence,
9. South 41°-35' West a distance of 184.0' to a concrete monument; thence,
10. South 2°-40' West a distance of 158.0' to a concrete monument; thence,
11. South 51°-24' East a distance of 96.0' to a concrete monument in the westerly right-of-way of a proposed road having a 60-foot right-of-way width; thence,
12. With said right-of-way and a curve to the left having a radius of 366.06' a distance of 276.22' to a concrete monument; thence,
13. Continuing with said westerly right-of-way, South 4°-38' East a distance of 211.0' to a concrete monument, said monument being a radius turnout monument in the southwest intersection of said proposed road and U.S. 70-S; thence,
14. With a radius turnout curve to the right having a radius of 50' a distance of 78.54' to a concrete monument, said monument being in the north right-of-way of U.S. 70-S and being 75' from the centerline of U.S. 70-S; thence,
15. With the northerly right-of-way of U.S. 70-S, South 85°-22' West a distance of 158.0' to a concrete monument; thence,
16. Continuing with said right-of-way, South 4°-38' East a distance of 33.0' to a concrete monument, said monument being 42' from the center line of U.S. 70-S; thence,
17. Continuing with said right-of-way, South 85°-22' West a distance of 197.5' to the point of beginning and containing 19.000 acres, more or less, per survey by Turner Engineering Company and plat reflecting issue 3 date of 9/28/76.

EXHIBIT "A"