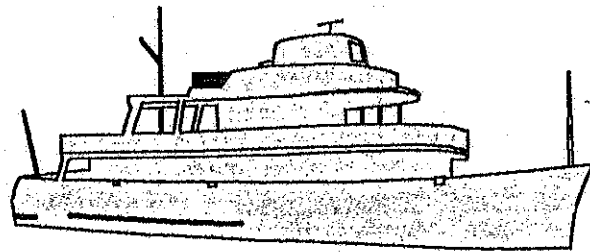


# **Riviera Villas**

## **Owners**

### **Association**



#### **Master Deed**

( Composite copy generated for the Owners convenience )

**MASTER DEED**

...

**RIVIERA VILLA**

( A Horizontal Property Regiem in Hamilton County )

THIS MASTER DEED and the Plat and By-Laws which are attached hereto and made a part hereof, are made and executed in Hamilton County, Tennessee, this 8 day of September, 1978, by RIVIERA DEVELOPMENT COMPANY, INC., a Tennessee corporation, hereinafter called 'DECLARANT', having its principal place of business in Hamilton County, Tennessee;

**WITNESSETH:**

1. Declarant is the owner of that certain land more particularly described in subparagraph 3.A herein, upon which there have been constructed certain Villas and other improvements which Declarant desires to submit to a Horizontal Property Regime;

2. Declarant intends to sell to various purchasers the fee title to the individual Villas, together with an undivided percentage ownership interest in the Common Elements, subject to the covenants, conditions, restrictions, limitations and easements herein set forth.

3. Declarant anticipates that the Horizontal Property Regime hereby created and the Property submitted thereto is the complete and final construction and improvement of all property included in the Regime.

NOW, THEREFORE, Declarant does hereby publish and declare that all of the Property, as that term is herein defined, is herewith submitted to a Horizontal Property Regime (hereinafter referred to as "Regime") pursuant to the Tennessee Horizontal Property Act, Tennessee Code Annotated Section 64-2701, et seq., as now or hereafter amended, hereinafter referred to as "The Act", and from this date shall be held, converted, hypothecated, encumbered, leased, rented, used, occupied and improved subject solely to the provisions of The Act and to the following covenants, conditions, restrictions, uses, limitations and obligations contained herein, and contained in the By-Laws and Plat, all of which are declared and agreed to be covenants, both running with and burdening the Property herein described, binding upon and benefiting Declarant, its successors and assigns and any present or future Owner of all or any interest in the Property, and their respective grantees, successors, heirs, executors, administrators, other personal representatives, devisees and assigns.

1. Definitions. Certain terms as used in this Master Deed, Plat and the By-Laws attached hereto and made a part hereof shall be defined as follows, unless the context clearly indicates otherwise:

(a) "Board of Directors" or "Board" shall mean the governing body of the Council of Owners established and elected pursuant to the By-Laws, or the successors in interest to such governing body, designated, appointed or elected by the Owners subsequent to incorporation of the Council of Owners.

(b) "Building" or "Buildings" shall mean a structure or the several structures, as the case may be, containing the Villas.

(c) "By-Laws" shall mean the By-Laws of Riviera Villas attached hereto and made a part hereof as Exhibit "A" labeled "By-Laws of Riviera Villas," which govern the administration of the Property submitted to this Regime.

(d) "Common Elements" shall mean and include General Common Elements and Limited Common Elements as those terms are defined herein.

(e) "Common Expenses" shall mean and include (1) expenses of administration, maintenance, repair or replacement of the Common Elements; (2) expenses agreed upon as Common Expenses by the Council of Owners; (3) expenses declared Common Expenses by the provisions of The Act or by this Master Deed or the By-Laws; and (4) all other sums assessed by the Board of Directors pursuant to the provisions of The Act, the Master Deed, or the By-Laws.

(f) "Condominium" shall mean the entire estate in the Property owned by an Owner, including an undivided interest in the Common Elements and fee simple ownership of that Owner's "Villa," as that term is defined herein.

(g) "Council of Owners", or "Council of Co-Owners", or "Council", shall mean all of the Owners, either as an unincorporated organization of Owners, or as a body of holders of interest in the Council (if the same is subsequently incorporated, acting as a group in accordance with The Act, Master Deed and By-Laws.

(h) "General Common Elements" shall mean and include all of the Property not contained within the cubic boundaries of any Villa, including, but not by way of limitation: roofs, foundations, pipes, ducts, flues, chutes, floors, ceilings, conduits, wires and other utility installations to the outlets; bearing walls, perimeter walls, columns and girders, to the undecorated and/or unfinished interior surfaces thereof, regardless of location and whether interior or exterior; windows and window frames, doors and door frames and trim, except the interior surfaces thereof; hallways, lobbies, stairways, walkways, gardens, recreational areas and facilities which are now or hereafter contained within the Property and are not designated as Limited Common Elements; all installed wires, pipes, ducts, flues and conduits for power, lights, gas, hot and cold water and sewage existing for common use and all other parts of the Property necessary or convenient to its existence, maintenance and safety; and all areas and facilities designated as General Common Elements herein and in the Plat and The Act.

(i) "Institutional Lender" shall mean Declarant, a commercial bank, savings bank, life insurance company, real estate investment trust, mortgage company, title insurance company, savings and loan association or an Owner who, upon sale of his Condominium, secures all or part of the purchase price by a mortgage on his Condominium, and any assignee of any of the above.

(j) "Land" shall mean the real property described in Paragraph 3.A of this Master Deed.

(k) "Limited Common Elements" shall mean and include all balconies, attics, patios, porches, stairways, walkways, gardens, courtyards, storage areas, garages and other areas designated herein and in the Plat as reserved for the use of certain Villas to the exclusion of other Villas. Each Owner, by accepting a deed to his Villa, agrees to the designation of Limited Common Elements herein and in the Plat.

(l) "Manager" shall mean the person or firm designated by the Board of Directors to manage the affairs of the Property.

(m) "Master Deed" shall mean this document submitting the Property to this Regime, and all supplements hereto when recorded.

(n) "Mortgage" shall mean a Deed of Trust, as well as a mortgage.

(o) "Mortgagee" shall mean a beneficiary under or a holder of a Deed of Trust, as well as a holder of a mortgage.

(p) "Owner" shall mean Coowner as defined in The Act which includes a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns a Condominium or Condominiums within the Property.

(q) "Plat" shall mean the Plat of Riviera Villas attached hereto and made a part hereof as Exhibit "B" labeled "Plat of Riviera Villas", and any future revisions of or supplements to said Plat, when recorded. In interpreting the Plat or any deed or other instrument affecting a building or Villa, the boundaries of the building or Villa constructed or constructed in substantial accordance with the Plat shall be conclusively presumed to be the actual boundaries rather than the description expressed in the Plat, regardless of the settling or lateral movement of the building and regardless of minor variances between boundaries shown on the Plat and those of the building or Villa.

(r) "Property" shall mean the entire parcel of Land described in subparagraph 3.A of this Master Deed, all improvements and structures now or hereafter to be located thereon, including without limitation all Buildings and Villas; all easements,

rights and appurtenances belonging thereunto and all personal property intended for common use in connection therewith.

(s) "Record" or "to record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

(t) "Villa" shall mean Apartment as defined in The Act, but shall not include the Common Elements. The boundary lines of each Villa shall be the undecorated and/or unfinished interior surfaces of its perimeter walls, lowermost floors and uppermost ceilings and the interior surfaces of the doors and door frames, window and window frames and trim. Each Villa shall include both the portions of the Building within such cubic boundary lines and the space so encompassed, excluding therefrom, however, all spaces and improvements lying beneath the undecorated and/or unfinished interior surfaces of all interior bearing walls and/or bearing partitions, columns and girders, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility or other services to other Villas and/or the Common Elements. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lie partially within and partially outside of the designated boundaries of a Villa, any portions thereof serving only that Villa shall be deemed a part of that Villa, while any portions thereof serving more than one Villa or any portion of the Common Elements shall be deemed a part of the Common Elements.

2. Name of the Regime. The name by which this Regime shall be known is Riviera Villas.

3. Description of the Property.

A. Description of the Land. The Land, which constitutes a part of the Property, and upon which the buildings and other improvements and structures have been erected, is located in Hamilton County, Tennessee and is more particularly described as follows, to-wit:

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pipe on the southwest right-of-way of River Street at the northeast corner of the property conveyed to Little Theater of Chattanooga, Inc., by Deed recorded in Book 1488, Page 718, in the Register's Office of Hamilton County, Tennessee; thence along said southwest right-of-way of River Street, South 48 degrees 08 minutes 50 seconds East 233.13 feet to an iron pipe, thence continuing along said right-of-way on a curve to the left with a radius of 175.69 feet, an arc length of 116.43 feet to an iron

pipe; thence continuing along said right-of-way South 87 degrees 15 minutes 32 seconds East 160.44 feet to an iron pipe; thence leaving said right-of-way South 4 degrees 32 minutes West 14.80 feet to an iron pipe; thence South 9 degrees 00 minutes West 115.50 feet to an iron pipe; thence South 81 degrees 00 Minutes East 9.0 feet to an iron pin; thence South 4 degrees 32 minutes West 224.07 feet to an iron pipe on the north margin of the Tennessee River; thence westwardly along said north margin and following the meanders thereof 461.55 feet to an iron pipe; thence leaving the margin of the Tennessee River North 5 degrees 15 minutes East 500.77 feet to the point of beginning, being shown on a survey by Betts-Lutin Consultants, Inc., dated June 22, 1978, identified as File No. 8556-1-23A

B. Description of Villas and Villa Numerical Designation. The Villas to be included in Riviera Villas are now located upon the land described in subparagraph 3.A. All of such Villas are described in the Plat identified in Exhibit B which is attached hereto and made a part hereof. The Plat is a survey of the Land with a graphic description and plot plans of the improvements constituting Riviera Villas which identify the Buildings, the Villas and the Limited Common Elements as those terms are herein defined, together with their respective locations and dimensions. Each Villa is identified by specific numeral designation on said Plat and no Villa bears the same designation as any other Villa. Each Villa is located on the lower or first floor level or on the upper or second floor level as set forth in Exhibit B. All Limited Common Elements reserved for the exclusive use of a Villa are shown or described on the Plat.

4. Ownership of Villas and appurtenant percentage interest in Common Elements. Each Villa shall be conveyed and treated as an individual property capable of independent use and fee simple ownership. The Owner or Owners of each said Villa shall own, as an appurtenance to the ownership of each Villa, a one-fifty fifth (1/55) undivided interest in the Common Elements and shall have the exclusive use of the Limited Common Elements designated in the Plat as appurtenant to such Villa.

5. Restriction against further subdividing of Villas and Separate Conveyance of Appurtenant Common Elements, etc. No Villa may be divided or subdivided into a smaller Villa or smaller Villas than as shown on Exhibit "B" hereto, nor shall any Villa, or portion thereof, be added to or incorporated into any other Villa, except that if a Villa owner acquires an adjoining Villa, then such Villa owner shall have the right to remove all or any part of any intervening partition or to create doorways or other appertures therein, notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any Common Element other than that partition is damaged, destroyed, or endangered. Such combination of Villas and/or such creation of doorways or other appertures shall not be deemed a combination of Villas or an alteration of boundaries and each Villa shall be and remain a separate and distinct Villa. The undivided interest in the Common Elements declared to be an appurtenance to each Villa shall not be conveyed, devised, encumbered or otherwise dealt with separately from said Villa and the

undivided interest in the Common Elements appurtenant to each Villa shall be deemed conveyed, devised, encumbered, or otherwise included with the Villa, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such Villa. Any instrument conveying, devising, encumbering, or otherwise dealing with any Villa, which describes said Villa by the Villa numerical designation assigned thereto in the Plat, shall be deemed and construed to affect the Villa and its appurtenant undivided interest in the Common Elements. The description in any instrument conveying, devising, encumbering, or otherwise dealing with any Villa and describing the Villa by its Villa numerical designation and identifying this Master Deed shall be deemed to include any and all amendments and supplements to this Master Deed and to the Plat and By-Laws herein identified, and it shall not be necessary for such description specifically or generally to refer to any such amendment or supplement. Nothing herein contained shall be construed as limiting or preventing ownership of any Villa and its appurtenant undivided interest in the Common Elements by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

6. Amendment.

(a) Except as provided below and except as prohibited by The Act, the provisions of this Master Deed may be amended only in the following manner: the proposed amendment must receive the affirmative vote of Owners who own undivided percentage interests of not less than 50.50% of Riviera Villas; said vote must be taken at an Annual or Special Meeting of the Council of Co-Owners at which a Quorum is present; the Secretary of the Council of Co-Owners must sign and acknowledge for recording an instrument in writing which sets forth, verbatim, the amendment that was passed; and, said written instrument must be recorded in the Register's Office of Hamilton County, Tennessee.

(b) Except to the extent expressly permitted or expressly required by other provisions of this Master Deed, the By-Laws and/or The Act, no amendment to the condominium instruments shall change the boundaries of any Villa, the undivided interest in the Common Elements appertaining thereto, the liability for common expenses or rights to common profits appertaining thereto, or the number of votes in the Council of Owners appertaining thereto.

7. Law Controlling. This Master Deed, Plat and the By-Laws attached hereto shall be construed under and controlled by the laws of the State of Tennessee.

8. Effective Date. This Master Deed, Plat and By-Laws shall be effective upon recordation.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officers this the day and date first above set forth.

RIVIERA DEVELOPMENT COMPANY, INC.

By: *J. Daniel Simmons* - President

*Durham W. Ellis* - Secretary

( Recorded Deed Book 2529 pages 157 thru 166 )