

*For First Amendment To MASTER  
DEED; SEE DEED BOOK 622 PAGE 639*

MASTER DEED ESTABLISHING HORIZONTAL  
PROPERTY REGIME  
WILLIAMSBURG ON OAKLAND

*MASTER DEED  
DEED BOOK 612  
PAGE 547*

THIS MASTER DEED made and executed by SAMUEL D. PRICE and wife,  
SHIRLEY E. PRICE, hereinafter called "Developers", this 30<sup>th</sup> day of May,  
1985.

RECITALS, INTEREST AND PURPOSE

WHEREAS, Developers are the sole owners of a tract of land  
described as Exhibit "A" attached hereto as Phase I, hereinafter referred  
to as the "land" in the 10th Civil District of Washington County,  
Tennessee, and as shown on sheet 2 of a map or plat consisting of  
2 sheets of record in Plat Book 9, page 267, Register's Office for  
Washington County, Tennessee, and

WHEREAS, Developers are in the process of constructing fourteen  
(14) condominium units upon said tract of land, described in Exhibit "A",  
Phase I, together with related facilities to be known as Williamsburg on  
Oakland.

WHEREAS, it is the desire, intent and purpose of the Developers by  
this Master Deed to submit said land, together with said condominium units  
and all structures, improvements and other permanent fixtures now or  
hereafter erected thereon and all rights and privileges belonging or in any  
wise appertaining thereto, to the horizontal property regime as allowed and  
permitted by The Horizontal Property Act, being Chapter 124 of the Public  
Acts of 1963 as amended of the State of Tennessee, and being Section 66-27-  
101 et. seq. of the Tennessee Code Annotated; and to establish a  
"condominium project" in which each individual unit may be and shall be  
owned, possessed, sold, conveyed and unencumbered as if it were sole and  
entirely independent of the other units in the condominium buildings and in  
which the unit owner has an exclusive ownership of his unit and has a  
common right to share with other co-owners in the common elements of the  
land and buildings not constituting an individual unit.

WHEREAS, the Developers are the sole owners in fee simple of the  
additional tract or parcel of land described in Exhibit "B" of "Future  
Development" attached hereto and as also shown on sheet 2 of a map or

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plat consisting of 2 sheets of record in Plat Book 9, page 267, Register's Office for Washington County, Tennessee, and contemplate constructing in phases improvements thereon of not more than 64 units of essentially the same type and with essentially the same appurtenances thereto, as have been constructed on Phase I; and

WHEREAS, the Developers hereby retain the sole and exclusive right to include in development phases said tract or parcel of land described in Exhibit "B" attached hereto and comprising "Future Development" in this declaration, together with the improvements constructed thereon.

DECLARATION

NOW, THEREFORE, for and in consideration of the premises and in consideration of the reliance hereon by the purchasers of individual units and as authorized by The Horizontal Property Act of the State of Tennessee, the Developers, and their successors and assigns, do declare, covenant, establish and confirm unto their grantees and unto their heirs, successors and assigns, as well as to any and all other persons hereafter having or acquiring any interest of any nature whatsoever in or to any part of said land and buildings as follows:

I.

ESTABLISHING OF HORIZONTAL PROPERTY REGIME

(a) The said land and buildings and all other improvements located on the condominium property designated as Phase I, described in Exhibit "A" attached hereto and on map or plat of record in the Register's Office for Washington County, Tennessee, shall be and are herewith constituted and established as a condominium project and a horizontal property regime as defined in and as authorized by The Horizontal Property Act and shall continue as such forever unless terminated in the manner hereinafter provided.

a(1). Option to Submit as Additional Phases of Development Tract or Parcel of Land Described in Exhibit "B" as "Future Development". The Developers hereby expressly reserve the right at their sole option without consent of unit owners to extend this declaration to include as additional phases of development the tract or parcel of land described in Exhibit "B" as future development and as also shown on map or plat of record in the

Register's Office for Washington County, Tennessee, and such exercise as to future development shall be on or before seven (7) years from date of recordation hereof and shall be upon the following:

a(1)(a). Recordation of the Register's Office for Washington County, Tennessee, of a properly executed Supplemental Declaration setting forth as the "Land" a portion of the property described herein as "Future Development", and as each phase of development is completed submitting said tract to all the terms, conditions, covenants and restrictions hereof by the adoption of same in full along with the By-Laws of the Council of Co-Owners as set out herein, together with the amendments thereto, if any.

a(1)(b). Recordation along with said Supplemental Declaration of a sufficient condominium plat prepared in full conformity with The Horizontal Property Act of the State of Tennessee so as to adequately describe the condominium units constructed thereon for sale, together with all the appurtenances thereto comprising the general common elements.

a(1)(c). Recordation with such Supplemental Declaration of the percentage of ownership of the General Common Elements of this Condominium Regime by each unit owner after the inclusion of the "Land" of each development phase. Upon such exercise of this option by the Developers, this Declaration and all definitions, terms and conditions shall then be understood and construed as embracing the additional tract or parcel of land, together with all improvements thereon. If such option has not been exercised by the Developer within the term specified above, it shall in all respects expire and be of no further force and effect. Nothing herein contained shall permit the Developers, or their successors or assigns, to obligate or burden the estates created hereby in Phase I with any duty to complete any of the improvements contemplated for "Future Development".

There are no limitations as to what portions, if any, of the land described in Exhibit "B" may be added to the condominium regime and the exercise of this option as to a portion of the additional land shall in no way bar the exercise of this option with regard to any other portion of the additional land.

A portion or portions of the additional land, may be added at any

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time and in any order, in the sole and absolute discretion of the Developers, and the Developers make no assurances as to the location of any improvements which might be made on any portion of the additional land which might be added to the condominium regime.

(b) Ownership of Units. Each unit, as hereinafter defined, may be and shall be the subject of ownership, possession, mortgage, deed of trust or sale and of all types of juridic acts inter vivos or mortis causa as if it were solely and entirely independent of the other units in the condominium project, and the corresponding individual title and interest with respect to each unit shall be recordable. In any deed, mortgage, lease or other instrument of conveyance or encumbrance of or by which a lien is created upon any interest or estate in a unit or units within the condominium, it is sufficient to described any such unit or units by setting forth the name of the property, "Williamsburg on Oakland", the number of the unit as it appears on the condominium plat and the numbers of the volumes and initial pages of the records of the Office of the Register of Deeds of Washington County, Tennessee.

(c) Unit Owners Right in Common Elements. A unit owner shall have an exclusive ownership to his unit and shall have a common right to share with other co-owners in the common elements, as hereinafter defined, of the property. Each co-owner may use the elements held in common in accordance with the purpose for which they are intended. Any transfer, conveyance or encumbrance of an individual unit, whether by deed, mortgage, deed of trust, last will and testament, inheritance or otherwise, shall be deemed to also transfer, convey or encumber the undivided interest of the owner in the common elements belonging to and appertaining to said unit without specifically or particularly referring to the same. No unit owner, whether by deed, mortgage, deed of trust, last will and testament, inheritance or otherwise, shall have any right to transfer, convey or mortgage his unit without also transferring, conveying or mortgaging as an incident thereto his undivided interest in the common elements; conversely, no unit owner shall have any right to transfer, convey or mortgage any part of his undivided interest in such common elements without also transferring, conveying or mortgaging his unit to which his undivided

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interest in such common elements are in incident.

(d) Joint Ownership. Any unit may be held and owned by more than one person, as tenants in common, as tenants by entirety, or in other real estate tenancy relationship recognized under the laws of the State of Tennessee.

(e) No Partition Permitted. The common elements, as hereinafter defined, shall remain undivided and shall not be the object of an action for partition or for division co-ownership by judicial proceedings or otherwise. Likewise, no unit nor the undivided interest in the common elements incidental thereto shall be partitioned in kind nor subdivided into small units by judicial proceedings or otherwise, except with the consent of eighty-five percent (85%) or more of all owners granted in a meeting of the Condominium Owners Association.

(f) Owners to Comply with Master Deed and By-Laws. Each owner, his representatives, heirs and assigns shall, at all times, comply with the provisions and requirements of this Master Deed, with the By-Laws hereinafter set forth and all amendments thereof, shall promptly pay, when due, all assessments and his pro rata share of the expenses of administration and of maintenance and repair of the general common elements as hereinafter defined; failure to comply with any such provision or requirement or failure to make any such payment shall be grounds for an action to recover the sum due for damages and for injunctive relief as hereinafter provided.

(g) Tennessee Horizontal Property Act as a part of this Master Deed. Each and all of the rights, privileges and benefits and each and all of the duties, burdens, requirements and restrictions contained in The Horizontal Property Act of the State of Tennessee, resulting from the establishment of a horizontal property regime in accordance therewith, shall be applicable to the said land and condominium buildings and to each co-owner, both with respect to his unit and to his undivided interest in the common elements, except to the extent that an express contrary provision is validly made in this Master Deed or in the By-Laws forming a part hereof, and to that end, the said Horizontal Property Act, as amended

or as it may subsequently be amended, is incorporated herein by reference as fully as though set out herein in full.

In the event The Horizontal Property Act or any provision thereof is, at any time, declared or found to be unconstitutional or invalid, the provisions of this Master Deed and the plan for an owner to own his unit in fee simple, separately and independently and to own his undivided interest in the common elements and in all other incidents thereto as set out in this Master Deed shall nonetheless continue in full force and effect as authorized by the rules of property of the State of Tennessee as pronounced in Townes v. Cox, 162 Tenn. 624, 39 S.W.2d 749, and in other Tennessee decisions.

## II.

### DEFINITIONS

For the purpose of brevity and clarity, the following words and terms, as used in this Master Deed, survey, condominium plat, by-laws and association charter, attached hereto, are defined as follows:

"WILLIAMSBURG ON OAKLAND CONDOMINIUMS" or WILLIAMSBURG ON OAKLAND" shall be the name of the condominium project.

"Condominium Unit" or "Unit" means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories, provided always that any such unit has direct exit to a thoroughfare or to a common element leading to a thoroughfare. The boundary lines of each individual unit are:

(a) The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the parametrical boundaries.

(1) Upper boundaries--horizontal plane (or planes), the elevation of which coincides with the elevation of the exterior surface of the interior ceiling thereof to include the dry-wall.

(2) Lower boundary--plane of the lowest surfaces of the basement floor slab, if there be a basement, otherwise, lowest surface of unfinished subfloor.

(b) Parametrical boundaries--the parametrical boundaries of the unit shall be the following boundaries extended to an intersection with the

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upper and lower boundaries:

Exterior building walls and party walls the intersecting vertical planes adjacent to and which shall include the exterior surfaces of the interior perimeter or main walls and party walls to include the dry wall and fixtures thereon. Where a fireplace is shown in the attached survey or plans as part of an individual unit, such fireplace shall be and constitute a part of the unit, whether enclosed without the perimeter walls or not.

Each unit includes the range, disposal, dishwasher, hot water heater, heating and cooling unit, trash compactor, refrigerator-freezer combination, microwave oven whether contained within or without the unit, and all other fixtures initially include therein. Each unit includes the interior surface of its exterior doors and the frames thereof and the glass within, the interior surface of all, and all glass and/or glazing compound contained within the windows of such unit. Any structural, loadbearing column or main wall or any component or installations of central utilities or any part of the building rationally of common use or necessary to the existence, upkeep and safety of the condominium building shall constitute a common element, though within the perimeter walls of a unit.

"General Common Elements" shall mean and include both Common Elements and Common Area and Limited Common Element and Limited Common Area.

"Common Elements" and "Common Area" are synonymous with and shall mean and include the portions of the land, buildings, and property, except 14 units above defined as shown on the condominium plat recorded in Plat Book 9, page 261, Register's Office for Washington County, and Limited Common Elements but shall include the Common Elements within a unit as above set forth.

"Limited Common Elements" shall be synonymous with "Limited Common Area" and means those portions of the common elements such as balcony, patios, car parking area, driveway and attics which are reserved for the use of a certain individual unit or units to the exclusion of other individual units as shown on the condominium plat of record in Plat Book

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9, page 267, Register's Office for Washington County, Tennessee.

"Co-Owner" or "Owner" means a person, firm, corporation, partnership, association, trustee or other legal entity or combination thereof, who owns a unit or units within the condominium buildings. When two or more persons own a unit as tenants in common, by the entirety or otherwise, such persons shall constitute the "Co-Owner" or "Owner" with respect to that unit.

"Condominium Building" means building containing and including the individual condominium units.

"Council of Co-Owners" is the non-profit Tennessee corporation known as Williamsburg on Oakland and refers to all of the co-owners as defined above.

"Majority of Co-Owners" means more than fifty percent (50%) of the Co-Owners.

All pronouns used herein include the male, female and neuter genders and include the singular and plural nouns, as the cases may be.

### III.

#### DESCRIPTION OF LAND AND BUILDINGS

The land, as particularly described in Exhibit "A" of this Master Deed, as Phase I is owned by the Developer in fee simple and embraces the area as shown on sheet one (1) and two (2) of a map or plat consisting of five (5) sheets of record in the Register's Office for Washington County in Plat Book 9, page 267, and is subject to easements for utility installations, maintenance and drainage which Developer may hereafter record. These are condominium units now being constructed on said land and in the process of being completed. The buildings situated on the said land embrace the area and include the units and common areas as shown on the condominium plat, survey or plans of record in Plat Book 9, page 267, Register's Office for Washington County, Tennessee.

### IV.

#### DESCRIPTION AND NUMBER OF UNITS

The individual condominium units are all for residential purposes. Each unit has the number and location as is shown on the condominium plat, survey or plans, consisting of 2 sheets of record in Plat Book 9,

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page 267, Register's Office for Washington County, Tennessee.

The boundary lines of each unit are those shown on the condominium plat or plans, and the distances shown are the measured distances between the unfinished basement slab floor, if any, or unfinished sub-floor and exterior surface of the interior walls enclosing each unit and the exterior surface of the interior perimeter or main walls bounding a unit; in the event of any variation between the distance as shown on the condominium plat or plans and the actual distance between the boundary lines, the actual distance between the boundary lines shall prevail, as the said exterior of the interior walls bounding a unit, ceilings, basement floors or sub-floor and the exterior surface of the perimeter or main walls bounding each unit, including fireplace, as shown on the plat are its actual boundaries. Each unit includes each and all of the things and matters mentioned in Paragraph II above, as included in the definition of Unit.

In the event that, by reason of the construction, settlement, reconstruction or shifting of the buildings, any ceiling, floor or perimeter wall bounding a unit shifts or changes, then the boundary of such unit shall likewise shift or change with such ceiling, floor or perimeter wall so bounding it, it being always the intention of this instrument that the actual unfinished exterior of the interior walls, ceilings, basement floor slab or sub-floor, and of the perimeter or main walls enclosing a particular unit shall constitute its actual boundaries.

The number of the individual units (the area and location of each being shown on the condominium plat or plans of record in the Register's Office for Washington County, Tennessee) and the agreed pro rata share of expenses and assessments of each and the percentage interest of each in the common elements is as expressed in Exhibit "C" and shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded, with the exception of additional phases constructed by Developers as provided herein. The percentage of undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed to be

conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or instrument.

V.

DESCRIPTION OF GENERAL COMMON ELEMENTS

The "general common elements," "common elements" and "common area" are synonymous and are those defined within the definition set forth herein.

All common elements, common areas and the general common elements are subject to the joint use and enjoyment by each and all of the co-owners.

Without in any wise limiting the generality of the above definition of general common elements, common elements and common area, the said general common elements shall include, without limitation:

Each and all of those applicable common elements enumerated and defined in Section 66-27-102 of Tennessee Code Annotated, subparagraph (g), subsections (1) through (7) thereof, each and all of the common elements shown on the recorded condominium plat; each and all of the land, mainwalls, roofs, all utility installations up to the point of connection in a unit, (with the exception of fixtures within a unit for the purpose of serving that particular unit) including but not limited to electric wiring, plumbing, sanitary lines, paved parking area, entrance drive, walks, landscaped areas, office and all other areas not included within a unit as above defined.

The undivided right, title and interest of each unit owner as an incident and appurtenance to his ownership of such unit, in the land and in the other general common elements and in all of the improvements and facilities thereon (excepting always the 14 units in Phase I and the additional units to be constructed in additional phases on the tract or parcel of land described as "Future Development" in Exhibit "B" herein and his pro rata share in the income, if any, and of expenses and assessments and his percentage interest in the general common elements and facilities and improvements thereon and in the funds and property held by the Board of Administration, shall be the unit's pro rata share and percentage interest

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as set forth in Exhibit "C" under the column so styled. Adjustment as to percentage interest in the general common elements and facilities and improvements thereon as additional units are constructed on the tract or parcel of land described in Exhibit "B" will be made in accordance with the provisions set out in I a(1) (c) herein.

VI.

DESCRIPTION OF LIMITED COMMON AREAS

The limited common areas, used synonymously with limited common elements, shall be those areas designated as such on the recorded condominium plat and shall mean and include all entrance ways, patios and attics.

VII.

BY-LAWS FOR ADMINISTRATION

The By-Laws for the administration of the Williamsburg on Oakland Condominiums are attached hereto and made a part hereof as Exhibit "D" to this Master Deed.

VIII.

BOOKS OF BOARD OF ADMINISTRATION

The Board of Administration, as established by the By-Laws, and its successor shall keep a book with a detailed account in chronological order, of the receipts and expenditures affecting Williamsburg on Oakland and its administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred. Both said book and the vouchers accrediting the entries made thereupon shall be available for examination by all the co-owners at convenient hours on working days that shall be set and announced for general knowledge.

IX.

EXPENSE PRORATED - NO EXEMPTIONS  
PRORATED EXPENSES AND TAXES A LIEN

The co-owners of the units are bound to contribute pro rata toward the expenses of administration and of maintenance and repair of the general common elements, as assessed from time to time by the Board of Administration or its successor and, in the proper case, of the limited common elements in Williamsburg on Oakland and toward any other expense

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lawfully agreed upon.

No co-owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of the unit belonging to that co-owner by any other means.

The sale or conveyance of a unit shall in all cases be subject to all unpaid assessments against the owner thereof for his pro rata share in the expenses to which this section refers and, if the same are not paid by the owner thereof prior to sale or conveyance, shall be a lien against the unit and shall be paid by the new owner thereof. Likewise shall taxes and other levies and assessments by governmental taxing bodies be a lien against units.

The lien of prorated expenses established by the Tennessee Horizontal Property Act, shall take precedence over the homestead right of a unit owner; and each subsequent purchaser or assignee of a unit so agrees as a condition of his purchase or assignment.

X.

#### INSURANCE

Developers and each co-owner and assignee of Developers agree that the condominium buildings and common elements and limited common elements shall be insured against risks, as set forth in the Administrative By-Laws. This provision shall have the same force and effect of a resolution adopted by a majority of co-owners under Tennessee Code Annotated, Section 66-27-117. In case of fire or any other disaster, the insurance indemnity shall be applied to reconstruct the condominium project in the manner and with the exception set forth in the Administrative By-Laws.

XI.

#### UNITS TO BE SEPARATELY TAXED AS ENTITIES

Each unit shall be taxes as an entity with such unit's percentage interest in the common elements to be assessed proportionately and paid by the owner of such unit as provided in Tennessee Code Annotated, Section 66-27-120, to which reference is here made and which law is incorporated herein in full. These provisions shall become effective with all taxes, assessments and other charges of any taxing unit with the calendar year

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1986. The Developers shall pay all such taxes, assessments and other charges for the year 1985 and shall be entitled to an apportionment and proration of such taxes with respect to the sale of any unit during the remainder of the year 1985 in the manner agreed upon in the contract of sale.

Each co-owner covenants and agrees to the above bases of taxation; and all co-owners, both present and future, irrevocably instruct and empower the Board of Administration to take all steps necessary to insure that the above method and bases of taxation is applied by and respected by any and all taxing units of this state and of any political subdivisions or any other taxing or assessing authority thereof.

XII.

APPURTENANCES TO UNITS

Each unit shall include, without limitation by reason of enumeration and the same shall pass with each unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, the following right, privileges and interests:

(a) An undivided share of the common elements, such undivided share to be that percentage set forth in Article IV above;

(b) Easements for the benefit of the unit;

(c) The above percentage interest in funds, reserves and assets held by the Board of Administration for the benefit of the unit owner;

(d) All such appurtenances, however, shall be and continue to be subject to the easements from each unit owner to each other unit owner;

(e) The following easements from each unit owner to each other unit owner:

(1) Ingress and Egress. Easements through the common elements for ingress and egress for all persons making use of such common elements in accordance with the terms of the Master Deed.

(2) Maintenance, Repair and Replacement. Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Use of these easements, however, for access to the units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

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(3) Structural Support. Every portion of a unit which contributes to the structural support of the condominium buildings shall be burdened with an easement of structural support for the benefit of the common elements.

(4) Utilities. Easements through the units and common elements for all facilities for the furnishing of utility services within the building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a unit shall be substantially in accordance with the plans and specifications of the building.

(f) The right to use and enjoy, in common with the other co-owners, and subject to the rules and regulations made by the Board of Administration, the land, surplus parking space, the driveways and all other common areas.

### XIII.

#### RESTRICTIVE COVENANTS

(a) The development of Williamsburg on Oakland is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. All buildings or structures erected in Williamsburg on Oakland shall be of new construction, and no buildings or structures shall be moved from other locations onto said premises, and no subsequent buildings or structures, other than buildings shown on the condominium plat, shall be built on any parcel where the Developers theretofore platted and constructed a building. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be built or used on any portion of the premises at any time as a residence either temporarily or permanently.

(b) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Developers of said buildings to maintain during the period of construction and sale of said building and condominium units, upon such portion of the premises as such Developers may choose, such facilities as in the sole opinion of said Developers may be reasonably required, convenient or incidental to the

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construction and sale of condominium units, including but without limitation a business office, storage area, construction yards, signs, model units and sales office.

(c) No person under 14 years of age and no more than 4 persons shall occupy any unit. No animals, livestock or poultry of any kind shall be raised, bred or kept in or around a unit, except that dogs, cats or other household pets, as domestic pets, may be kept provided that they are no taller than 18 inches and not more than 15 pounds when fully grown and not known to have a vicious disposition and do not endanger the health or, in the sole discretion of the Board of Directors, unreasonably disturb the owner of any unit or resident thereof. Domestic pets must be supervised and on leash at all times when outside owner's unit and no owner may have more than two (2) pets per unit. Failure to leash and/or supervise pets outside the condominium unit shall be grounds for removal of said pets permanently from the premises. No pets whatsoever shall be allowed to live outside a condominium unit.

(d) No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the condominium project, land or buildings, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any condominium unit or any resident thereof. Further, no commercial business activities of any kind whatever shall be conducted in any building or in any portion of the property except the construction and maintenance of buildings, if any, of the Developers, their agents and assigns during the construction and sale period and of the council of co-owners, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth. Specifically excluded are signs for the sale of units. Advertisements for the sale of units shall not refer to Williamsburg on Oakland but shall be "blind ads only."

(e) No garbage cans, wood piles, service yards, or storage piles shall be kept on the premises at any time except trash of the resident contained in compactor bags. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(f) No planting or gardening shall be done, and no fences, hedges

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or walls shall be erected or maintained upon said premises, except such as are installed in accordance with the initial construction of the buildings. The owners of condominium units are hereby prohibited and restricted from using any land or air space outside the exterior building lines. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all co-owners of condominium units and is necessary for the protection of said co-owners.

(g) Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common elements shall be taken by the council of co-owners. No gardening, watering of plants, shrubs, grass or other plants shall be done by anyone other than those hired and authorized by the council of co-owners to maintain the entire development.

(h) The council of co-owners or its duly delegated representative shall maintain, manage and landscape all parking areas, undedicated streets and recreational facilities, roofs, common elements and exteriors of the buildings located upon the above described properties (excluding limited common areas or elements or windows of condominium units) and shall maintain and otherwise manage and be responsible for the rubbish removal of all areas within the described property.

(i) No exterior additions or alterations to any building nor construction of or changes in fences, hedges, grass, other plants, walls and other structures shall be commenced, erected or maintained except by the council of co-owners.

(j) The council of co-owners' Board of Administrators shall have the right and power to provide for the construction of additional recreational and other common facilities, from time to time, as in their discretion appears to be in the best interests of the condominium project. Any such construction, improvements or additions shall be authorized by an affirmative vote of eighty-five percent (85%) of the Board of Directors at a duly called meeting at which a quorum is present.

(k) In the event any common element, building (exclusive of any party wall), or storage facility is damaged or destroyed through the negligent or culpable act of a co-owner or any of his guests, invitees,



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agents or members of his family, such owner does hereby irrevocably authorize the council of co-owners, its attorney in fact, to repair said damaged element, building or storage facility, and the council of co-owners shall so repair said damaged common element, building, or storage facility. The owner shall then repay the council of co-owners in the amount actually expended for said repairs, less any insurance proceeds received.

Each condominium unit owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall become a lien upon said owner's condominium interest and shall continue to be such lien until fully paid.

(1) The rights and duties of the owners of condominium units within this condominium project with respect to party walls shall be governed by the following:

(1) Each wall, which is constructed as a part of the original construction of the building, any part of which is placed on the dividing line between separate residence units, shall constitute a party wall. With respect to any such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of these restrictive covenants, and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.

(2) In the event any such party wall is damaged or destroyed through the act of one adjoining owner or any of his guests, invitees or agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of such owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly without cost to the adjoining owner.

(3) In the event any such party wall is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, invitees, guests or family (including ordinary wear and tear and deterioration from lapse of time), thence in such event, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense.

(m) No exterior television or radio antennas of any sort shall be

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placed, allowed or maintained upon any portion of the improvements to be located upon the premises nor upon any structure situated upon said real property, other than an aerial for a master antenna system, should any such master system or systems be approved by the council of co-owners and require any such exterior antenna.

(n) An owner shall maintain and keep in repair at his own expense the interior of his own unit, including the fixtures thereof and air conditioners and heating systems, central vacuum systems, electrical service panel and water heater, whether contained inside or outside said unit. All fixtures and equipment installed within a condominium unit, commencing at a point where the utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the unit shall be maintained and kept in repair by the owner thereof. No major alterations of any unit shall be permitted.

(o) An owner shall do no act nor any work that will impair the structural soundness or integrity of the building or impair any easement or hereditament.

(p) It is strictly prohibited to store or park a house trailer, motor home, recreational vehicle, camper, boat of any type or canoe, motor, motorcycle or two wheeled motor vehicle of any type, trailer, junk or inoperable automobiles on or about any part of the common areas, streets or parking lots. The repairing of automobiles other than immediately on an emergency basis shall be prohibited.

(q) There shall be no burning of wood, coal or any similar material on the premises including the unit fireplaces and barbeque grills on the patios or in other common areas. All fireplaces and all barbeque grills shall be fueled only by natural gas. There shall be no loud noises or disturbances either inside the units or outside in any of the common areas including any public streets located in this development. There shall be no parties or other social gatherings outside the condominium units except along the patios outside each unit and the common area immediately behind said patios. Each patio and that area of grass immediately behind each patio within parallel lines extending from said

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patio perpendicular to that unit for a distance of thirty (30) feet from the outside wall of said unit shall be reserved for the use of the owners of each specific unit and their guests and invitees. There shall be no more than two (2) guests per unit at the pool or fitness building at any time. No car washing or motorcycle riding or basketball, golfing, football, softball or baseball playing shall be permitted anywhere within this condominium development including the public streets. No archery or discharging of firearms, firecrackers or any other type of explosives shall be permitted anywhere in this condominium development including any public streets. There shall be no drying or airing of clothing or any other type item on any lines, racks or on the ground anywhere outside any condominium unit. No bicycle riding shall take place on any of the sidewalks or the common areas. There shall be no soliciting anywhere within this condominium development. There shall be no painting of the exterior and no alteration of any exterior appearance, including the front doors of the units, and no changes in the interior front window treatments (white pull-down window shades); except that maintenance and repair work specifically done by contract of the Council of Co-owners. There shall be no leasing of any unit without the prior approval of the condominium owners association. The condominium owners association shall always reserve first right of refusal on any sale of any unit within Williamsburg on Oakland.

(r) Invalidation of any one or more of the covenants and restrictions or other provision herein or hereafter contained or any portion thereof by judgment or court order shall in no way affect any of the other covenants and restrictions herein or hereafter contained or the remaining portion of such invalid restriction or provision all of which shall remain in full force and effect.

(s) Each co-owner shall comply with the provisions and requirements of this Master Deed, including the administrative By-Laws attached hereto, the decisions and resolutions of the Council of Co-Owners and of the Board of Administration and with reasonable rules and regulations adopted from time to time by the Board of Administration for the common comfort, safety, convenience and protection of the co-owners in their use and enjoyment of their units and of the common elements and adopted for the orderly administration of the condominium project and of

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the condominium buildings and with all amendments thereof. Without in any manner intending to limit the generality of the foregoing, the Board of Administration shall have the right but not the obligation to promulgate rules and regulations limiting the use of the Common Elements to co-owners and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a unit owner and his guests, for specific occasions, of the swimming pool or other similar facilities. Such use may be conditioned upon, among other things, the payment by the co-owner of such assessment as may be established by the Board of Administration for the purpose of defraying costs thereof.

XIV.

RESTRICTIONS ON SALE, LEASE OR OTHER ALIENATION

(a) Mortgage. No unit owner may mortgage or encumber his unit, without the approval of the Board of Administration, except to a bank, insurance company, a savings and loan association, a pension trust, or other institutional lender regulated as to the maximum amount of loan by state or federal government. The approval of any other mortgagee may be upon conditions determined by the Board of Administration.

(b) Sale or Lease. Any owner other than the Board of Administration, as trustees for the other co-owners, who wishes to sell or lease his unit (or any lessee of any unit wishing to assign or sublease such unit) to any person not closely related by blood or marriage to the owner shall give to the Board of Administration not less than twenty (20) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee and together with a duplicate executed and certified copy of the contingent or proposed contract of sale or lease. The Board of Administration, as trustee for the other co-owners, shall at all times have the first right and option to purchase or lease such unit at the same price, rental, and terms as contained in the proposed contract of sale or lease, which option shall be exercisable by the Board of Administration for a period of twenty (20) days following the date of receipt of such notice. If said option is not exercised by the Board of Administration within said twenty (20) days, the owner (or lessee) may, at the expiration of said twenty day period and

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at any time within sixty (60) days after the expiration of said period, sell or lease (or sublease or assign) such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein but not to any assignee, transferee, or sublessee of the proposed purchaser or lessee. Provisions of this paragraph shall not apply to any mortgagee of any condominium unit who comes into possession of the unit as a result of a foreclosure sale or other judicial sale of the unit as a result of any proceeding in lieu of foreclosure.

No condominium unit within the project shall be rented for transit of hotel purposes or in any event for any period less than six (6) months or such longer period as may the Board of Administration may agree upon. No portion of any condominium unit other than the entire unit shall be leased for any period.

(c) Gift. Any owner who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be next of kin or heir at law of the owner under the Rules of Descent and Distribution of the State of Tennessee were he or she to die within sixty (60) days prior to the contemplated date of such gift, shall give to the Board of Administration not less than sixty (60) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Board of Administration, as trustee for the other co-owners, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at the fair market value, as herein provided, which option shall be exercisable by the Board of Administration within twenty (20) days after receipt by the Board of Administration of such notice.

(d) Devise. In the event any owner dies leaving a will devising his unit or any interest therein to any person or persons not a next-of-kin or heir at law of the deceased owner under the Rules of Descent and Distribution of the State of Tennessee and said will is admitted to probate, the Board of Administration as Trustee for the other co-owners, shall have a like option (to be exercised in the manner hereinafter set

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forth) to purchase said unit either from the devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representative named therein or, in the event of insolvency, from the personal representative acting pursuant to said power, for cash at fair market value, determined as hereinafter set forth (less a discount of five percent (5%) to cover sale expense). Such option shall be exercisable by the Board of Administration within forty-five (45) days after the probate of the will of such unit owner or the appointment of a personal representative with respect to his estate.

(e) Involuntary Sale.

(1) In the event any unit or interest therein is sold at a judicial, execution, or bankruptcy sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, and, as a condition precedent to any right to occupy such unit, give twenty (20) days' written notice to the Board of Administration, as trustee for the other co-owners, of his purchase and of his intention to so occupy the unit, whereupon the Board of Administration, as trustee for the other co-owners, of his purchase and of his intention to so occupy the unit, whereupon the Board of Administration, as trustee for the other co-owners, shall have an irrevocable option to purchase such unit or interest at the same price for which it was sold at said sale. If said option is not exercised by the Board of Administration within twenty (20) days after receipt of such notice, it shall thereupon expire, and said purchaser may thereafter take possession of said unit.

(2) In the event any owner shall default in any payments or any performance required under the provisions of any mortgage or deed of trust encumbering his unit, the Board of Administration, as trustee for the other co-owners, shall have the irrevocable right, privilege, and option to purchase the unit of such owner at the fair market value thereof, less a discount of five percent (5%) to cover the cost of sale. This option shall be exercisable by the Board of Administration as trustee for the other co-owners at any time during any such default. The Board of Administration, in exercising said option, shall have the right to purchase the said unit from the co-owner so in default, upon the assumption of the mortgage

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indebtedness thereon and shall be credited with the full amount of the mortgage indebtedness upon the option to purchase price.

(f) Exercise of Options. The Board of Administration may exercise any of its foregoing options through giving written notice of its election to exercise such option, signed by its president or any vice presidents and by its secretary or any assistant secretary, after approval of not less than two-thirds (2/3rds) in number of the total number of administrators then composing the Board of Administration. Upon such notice of intention of exercise of such option, the option so exercised shall be a binding contract to sell and purchase at the price which the Board of Administration has the right to meet, or where provided in the foregoing provisions, the fair market value of the property determined in the manner hereinafter set forth less a discount of five percent (5%) when applicable.

(g) Fair Market Value. Upon the exercise of an option by the Board of Administration, in the manner hereinabove set forth, the Board of Administration or the other party of the exercised option shall apply to the president of the JOHNSON CITY BOARD OF REALTORS, Johnson City, Tennessee (or to its successor) to appoint three (3) licensed real estate professionals to appraise the fair market value or the fair rental value, such as the case may be, of the unit. In making this appraisal, the three (3) real estate professionals so selected shall not consider as relevant nor take into consideration at all the terms of the proposed sale or lease which the Board of Administration has the right and option to meet. In the event of the refusal, inability, or neglect of the president of the JOHNSON CITY BOARD OF REALTORS (or its successor) to so appoint three (3) licensed real estate professionals to appraise the property or in the event of the failure, refusal, or neglect of the three (3) real estate professionals to appraise the unit within a reasonable period of time or in the event there being no Johnson City, Tennessee Real Estate Board or successor thereto, then in either or all of such events, the Board of Administration or other party to the exercised option, shall have the right to apply to the Chancellor presiding over the Chancery Court of Washington County,

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Tennessee (or to the successor to such Court) for the appointment of three (3) licensed real estate professionals to make such appraisal, and the appraisal of the three (3) real estate professionals so appointed shall be the fair market value of such unit or the fair rental value of such unit, as the case may be, for the purposes of such exercised option.

(h) Closing of Purchase Under Exercised Option. The effective option price, when determined, shall be paid by the Board of Administration upon delivery of the deed. The other party to such exercised option shall be under the duty and obligation to provide abstract and to deliver the deed within fifteen (15) days after receiving notice of the exercise of the option, such deed to convey a fee simple marketable title to the unit, subject to all of the provisions of this Master Deed and of the administrative powers and subject to any validly executed mortgage, indebtedness which shall be credited upon the option price. The Board of Administration shall have the right to possession of the unit immediately upon its delivery of the deed; and may immediately enter into possession and shall be entitled to all rents, issues, and profits from such unit, without accountability to the other party therefor. Taxes on said unit and assessments or maintenance shall be apportioned between the parties as of the date the deed is delivered to the Board of Administration.

(i) Board of Administration as Trustees for Other Co-Owners. In exercising any option, the Board of Administration shall be acting as trustees for the other co-owners. Neither the trustees individually or the other co-owners individually shall be liable for the option price. A co-owner shall be liable only for his unit's pro rata share of the purchase assessment in the percentages applicable to his unit, as set forth in Article IV above.

(j) Release of Waiver of Option. Upon the written consent of a majority of the total number of the Board of Administration, any of the options contained in this Article may be released or waived, and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given, or devised free and clear of the provisions of this Article; but no waiver or release shall be



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applicable to any later or subsequent proposed sale, conveyance, lease, devise, or gift.

(k) Proof of Termination of Option. A certificate executed and acknowledged by the president or any vice-president and by the secretary or any assistant secretary or the Board of Administration stating that the provisions of this Article have been met by an owner or duly waived by the Board of Administration with respect to a proposed sale, conveyance, lease, devise, or gift shall be conclusive upon the Board of Administration and the co-owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has, in fact, complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Twenty-five and no/100 (\$25.00) dollars.

(1) Financing of Purchase Under Option.

(1) Acquisition of unit ownerships or any interest therein under the provisions of this article shall be made from the unit purchase fund. If said fund is insufficient, the Board of Administration shall levy a unit purchase assessment against each of the other co-owners in proportion to his ownership in the common elements which assessment shall become a lien upon such unit, but subordinate to the lien of any prior recorded mortgage or trust deed thereon. The Board of Administration may also use any funds in the maintenance fund which it deems safely available for such purpose.

(2) The Board of Administration, in its discretion, may borrow money to finance the acquisition of any unit or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit therein to be acquired.

(m) Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board of Administration or such nominee as it shall designate as trustees for the benefit of all the owners. Said unit ownerships or interests therein shall be sold or leased by the Board of Administration or such nominee for the benefit of the owners. All proceeds of such sale and/or leasing shall be deposited in the unit purchase fund or

the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board may determine from time to time. No purchaser, lessee, or mortgagee from the Board of Administration or from its nominee shall be bound to see the application of the proceeds of any such sale, lease, or mortgage.

(n) Duration of Options and Restrictions Contained in this Article. The options contained in this Article and all restrictions, conditions, and restraints on sale, leasing, mortgaging, and alienation contained in this Article shall continue in full force and effect until 100% of the unit owners agree to make any changes.

XV.

PROVISIONS FOR PROTECTION OF MORTGAGES

(a) Unpaid Maintenance Assessments have Priority Over Mortgage--- Exceptions. Since the maintenance fund is essential to repair, replacement, upkeep, operation, and administration of the condominium buildings and common elements and, accordingly, is essential to the safety, value, and enjoyment of each individual unit; any unit's pro rata share of maintenance assessments, which are unpaid, shall become a first lien on such unit except for any prior recorded mortgage or deed of trust.

(b) No mortgage and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment; the Board of Administration, however, may enforce the lien of the unpaid assessment against the encumbered unit, notwithstanding that the mortgagee is not personally liable therefor.

(c) Any unit purchase assessment shall be subordinate.

XVI.

ASSESSMENTS - MAINTENANCE FUND

(a) Each year, on or before December 1st, the Board of Administration shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies, repairs, replacements, and of administration, which will be required during the ensuing calendar year for the rendering of all services, the payment of all common expense, and the making of any and all necessary repairs, replacements, alteration

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and for the proper administration of the Williamsburg on Oakland Condominium buildings, together with a reasonable amount considered by the Board of Administration to be necessary to a reserve for contingencies and replacements (all of which are hereinafter referred to as, and included with the terms, Maintenance Fund and Maintenance Fund Requirements), and shall, on or before December 15th, notify each owner, in writing and, each mortgagee who shall have given written notice of its mortgage to the Board of Administration, as to the amount of such estimate of Maintenance Fund Requirements, with reasonable itemization thereof. Said Maintenance Fund Requirements shall be assessed to the owners according to each unit's pro rata share of expenses and assessments as set forth in Article IV of this Master Deed. On or before January 1st of the ensuing year and the 1st of each and every month of said year, each owner shall be obligated to pay the Board of Administration or as it may direct 1/12th of the assessment (herein referred to as the monthly installment made pursuant to this paragraph). If, for any reason, the Board of Administration fails, within the times aforesaid, to make the estimate of the Maintenance Fund Requirements or to give notice thereof to each owner, then monthly installments of maintenance fund assessments for the ensuing year shall continue to be in the same monthly amount as for the preceding year, until the Board of Administration actually makes the new estimate of Maintenance Fund Requirements and gives notice thereof to the owners. On or before the date of the annual meeting of each calendar year, the Board of Administration shall supply all owners an itemized accounting of the maintenance expenses for the preceeding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the installment next due.

(b) The Board of Administration shall build up and maintain a reasonable reserve for contingencies and replacement. Extraordinary expenditures not originally included in the annual estimate which may

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become necessary during the year, shall be charged first against such reserve. If said Maintenance Fund Requirements prove inadequate for any reason, including non-payment of any owner's assessment, the Board of Administration may, at any time, levy a further assessment, which shall be assessed to the owners, according to each owner's percentage of ownership in the common elements. The Board of Administration shall serve notice of such further maintenance fund assessment on all owners by a statement in writing giving the amount and reasons therefor, and the amount of the monthly installments, and such further assessment shall become effective with the monthly maintenance fund payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

(c) Until December 1 of the year immediately following the conveyance of the first unit to an owner, the annual assessment for Maintenance Fund shall be Fifty (\$50.00) dollars per unit, to be collected on a monthly basis with each unit owner having an amount equal to that paid by each of the other unit owners. Assessment after December 31st shall be levied against owners as provided in Paragraph (a) of this article. The annual assessment for Maintenance Fund shall commence as to each unit on the first day of the month following conveyance or occupancy of that unit, whichever occurs first. The developers shall pay no assessments until January 1, 1985, and thereafter payments will be made as the units are completed.

(d) The failure or delay of the Board of Administration to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined and, in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance fund assessment, as above provided, at the then existing monthly rate established for the previous period until the monthly

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maintenance payment, which is more than then (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

XVII.

LIEN OF UNPAID ASSESSMENTS

Each unit's pro rata share of expenses and of the maintenance fund assessments, payable in monthly installments as above provided, shall be due and payable on the first of the month for which assessed; and shall become delinquent if not paid by the tenth of the month in which payable. If not paid by the tenth of the month, the assessment shall earn interest from the date of delinquency at the rate twelve (12%) percent per annum. Any delinquent installment shall immediately and without further demand or notice, become a lien upon that unit, and all incidents and appurtenances thereto. Such lien shall have priority over any subsequently recorded mortgage or deed of trust, as provided in Article XV. Any mortgage shall be entitled however, to the provisions for the protection of mortgagees as set out in Article XV above, and such delinquent installment shall not take precedence over an earlier recorded mortgage or deed of trust, which is of record.

Similarly, each unit's pro rata share of a unit purchase fund assessment shall, if not paid when due, immediately and without further demand or notice, become a lien upon that unit, and all incidents and appurtenances thereto; and shall become a lien as well, upon that unit's interest in the unit purchased by the Board of Administration, as trustee, for the co-owners. Any unit purchase assessment shall be subordinate to any recorded mortgage or deed of trust upon the unit assessed, but shall take precedence with respect to such unit's pro rata interest in the unit purchased with the Board of Administration.

In any and all events, the lien of any delinquent and unpaid assessment against a unit shall be prime and shall take precedence over the lien of any judgment or attachment and shall take precedence over the title of any trustee in bankruptcy. The lien of any delinquent and unpaid assessment which remains unpaid for a period of ten (10) years from date of assessment shall be declared extinguished and paid in full.

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XVIII.

REMEDIES FOR DEFAULT AND FOR BREACH OF  
COVENANTS, RESTRICTIONS, AND REGULATIONS

Each owner, tenant, occupier, or invitee shall be governed by and shall comply with the provisions of this Master Deed, the By-Laws, the decisions, resolutions, and regulations from time to time adopted by the Board of Administration or by the Council of Co-Owners; any failure to comply with the same or any default shall entitle the Board of Administration or other unit owners to the following relief:

(a) Any such default shall be grounds for an action by the Board of Administration in behalf of the other co-owners or by the co-owners to recover any sums or amounts due, to recover damages or to secure injunctive relief, foreclosure of the lien, or any combination thereof.

(b) All unit owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Board of Administration or by insurance carried by any injured or damaged co-owner (where insurance is carried, it is agreed and intended that no insurer shall have any right of subrogation against or any right of action against any co-owner, his lessee, family, or guests).

(c) Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the Board of Administration or co-owners bringing such suit shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

(d) No Waiver of Rights. The failure of the Board of Administration or of a unit owner to enforce any right, provisions, covenant, or condition which may be granted by the Master Deed and By-Laws shall not constitute a waiver of the right of the Board of Administration or unit owner to enforce such right, provision, covenant, or condition in the future.

(e) Power of Sale. For the purpose of enforcing the lien of any

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unpaid and delinquent assessment, each unit owner grants unto the Board of Administration irrevocably and for a period of time ending on the following date:

June 1, 2010

the power to sell his unit at public outcry to the highest and best bidder for cash. The Board of Administration is authorized to make such a public sale if and only if such sale is made subordinate to any recorded mortgage or deed of trust upon the unit (the Board of Administration is authorized to elect to enforce any lien by action in court where priority is asserted over a prior recorded mortgage or deed of trust or to enforce the lien by public sale where no priority is sought over the lien of a prior recorded mortgage or deed of trust). Any such sale shall be made after first advertising the sale of said property by not less than four (4) weekly publications in some newspaper in Washington County, Tennessee, giving notice of the time and place of such sale and by written notice of the time and place of such sale and by written notice of a unit to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, the statutory right of redemption, homestead, and dower and all other exemptions, all of which are expressly waived by the unit owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the unit, except real estate and advalorem taxes assessed against the unit. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the property and the expenses of litigation, attorneys' fees, all costs of sale including and sales commissions; and second, to the payment of real estate and advalorem taxes assessed against the unit and any prior recorded mortgages; and third, to the payment of all amounts due the Board of Administration and the other co-owners under the terms of the Master Deed and the By-Laws; and the balance, if any, to the unit owner whose unit is sold and his assigns. Upon any default in the payment of any assessment, the Board of Administration shall have the right to all rents, issues, and profits from the unit in default and shall have the right to secure the payment through notice to those in possession of the unit or by

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entry into possession in the same manner as the mortgagee entering into possession following default.

(f) All rights, remedies, and privileges granted to the Board of Administration or a unit owner, pursuant to any terms, provisions, covenants, or conditions of the Master Deed and By-Laws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Master Deed and By-Laws or at law or in equity.

(g) Any recorded first mortgage secured on a condominium unit in the project shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Master Deed or By-Laws or any installment thereof shall likewise be a default in such mortgages or the indebtedness secured thereby, but failure to include such a provision in any mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage or the indebtedness secured thereby shall not be diminished by reason of such failure.

XIX.

TERMINATION OF HORIZONTAL PROPERTY REGIME

(a) Merger of Filial Estates with Principal Property. All of the co-owners constituted into a horizontal property regime may by deed waive this regime and re-group or merge the records of the filial estates with the principal property, provided, that the filial estates are unencumbered or, if encumbered, that the creditors in whose behalf the encumbrances are recorded accept as security the undivided portions of the property owned by the debtors.

(b) Horizontal Property Regime Following Merger The merger provided for in the preceeding section shall, in no way, bar the subsequent constitution of the property into another horizontal property regime wherever so desired and upon observance of the provisions of The Horizontal Property Act of the State of Tennessee.

(c) Alternatively, the horizontal property regime herein created



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may be terminated at any time and in such manner and upon such terms as are mutually agreeable by the unanimous agreement, consent, and act, expressed in writing and duly acknowledged and recorded, of all unit owners, of all lessees of units, and of all mortgagees who have liens upon units.

XX.

COVENANTS RUNNING WITH THE LAND

All provisions, conditions, restrictions, options, benefits, and burdens contained in this Master Deed and in the condominium plat and By-Laws attached hereto and forming a part hereof, shall be construed as covenants running with the land and with every part thereof and every interest therein, including but not limited to every interest therein, including but not limited to every unit and the incidents and appurtenances of every unit; and every unit owner and every claimant of any interest of any nature at any time in the land, condominium buildings, or any unit, either present or future, and his heirs, executors, administrators, successors, and assigns shall be bound by and entitled to the benefits of the same.

XXI.

GENERAL PROVISIONS AND SEVERABILITY

(a) The Developer, as owner of all of the units at the time of execution of the Master Deed, shall name the original Board of Administration, who shall serve until the annual meeting of the Council of Co-Owners in 1986, and until their successors are elected; the original members of the Board of Administration need not be unit owners notwithstanding any provision of the By-Laws.

(b) If any term, covenant, restriction, provision, phrase or other element of the Master Deed, plat, or By-Laws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever any other term, provision, restriction, covenant, or element of the said documents. In the event any covenant or restriction as to the use and occupancy of the units and common elements or in the event any other provision of the Master Deed and By-Laws is invalid or would be invalid by reason of offending the

This instrument prepared by:

CARL REINTUNFF & ASSOCIATES  
Attorneys and Counselors at Law  
1907 North Main Street  
JOHNSON CITY, TENN. 37601

Telephone (615) 929-2181

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rule against perpetuities, except for this paragraph, then such restriction or other provision shall not apply.

(c) Captions used in the Master Deed and By-Laws and any index are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Master Deed and By-Laws.

(d) If any provision of this Master Deed of any section, sentence, clause, phrase, or word or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Tennessee, including the Horizontal Property Act, or those of the United States of America, then the said laws shall be deemed controlling and the validity of the remainder of this Master Deed and the application of any provisions, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

(e) The restrictions on sale, lease, or other aliens provided in XIV above apply to the transfer of a unit interest by any owner other than the Developers or by foreclosure.

(f) The provisions of this Master Deed, By-Laws, Charter, Condominium Plat or Plans, irrespective of any other provisions herein contained, may be amended by the Developer without vote or notice to any unit owner at any time within seven (7) years after the date of recording this Master Deed.

(g) Members of the Council of Co-Owners shall be entitled to cast one (1) vote for each unit interest owned by them. Developers shall be entitled to five (5) votes for each unit owned and unsold until such time as sixty-five percent (65%) of the units are sold.

(h) As provided in the Horizontal Property Act, the provisions of the Horizontal Property Act, are in addition to and are supplemental to all other provisions of other laws of the State of Tennessee; and it is provided that wherever the application of the provisions of The Horizontal Property Act conflict with the application of such other provisions, the provisions of The Horizontal Property Act and of the Master Deed pursuant thereto shall prevail.

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XXII.

This Master Deed shall take effect when recorded with the Register of Deeds of Washington County, Tennessee.

IN WITNESS WHEREOF, the Developers have executed this instrument on this the 30th day of May, 1985.

  
SAMUEL D. PRICE

  
SHIRLEY E. PRICE

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

On this 30th day of May, 1985, personally appeared before me SAMUEL D. PRICE and wife, SHIRLEY E. PRICE, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who acknowledged that they executed the foregoing instrument as their free act and deed.

  
Notary Public

My commission expires: January 27, 1985



The instrument prepared by  
SAS, INCURRY & ASSOCIATES  
Attorneys and Counsellors at Law  
1007 North Main Street  
Chattanooga, Tenn. 37404  
Telephone (615) 266-7404

582

EXHIBIT A

DESCRIPTION OF PROPERTY INCLUDED IN PHASE NUMBER 1  
OF THE WILLIAMSBURG ON OAKLAND CONDOMINIUMS

Located in the Tenth Civil District of Washington County, Tennessee, and being more particularly described as follows, to-wit:

BEGINNING at a post in the northern margin of East Oakland Avenue which post is located at the southern corner of Oakland Acres Subdivision; thence along the eastern boundary of said Subdivision, North 29° 15' East, 300.00 feet to a point; thence a new boundary across the property of Price along the following two courses and distances: South 60° 03' East, 301.25 feet and South 30° 32' West, 72.00 feet to a post in the boundary of Hamilton; thence along the boundary of Hamilton, South 30° 32' West, 205.91 feet to a point in the northern margin of East Oakland Avenue; thence along said margin of said Avenue, North 64° 20' West, 295.60 feet to the point of BEGINNING; containing 1.976 acres, more or less, all per survey of William Michael Glass, Registered Land Surveyor No. 927, to which reference is here made.

BEING a part of the same property conveyed from Harold Franklin Crouch and wife, Jean Crouch, Evelyn Crouch McKenzie and husband, Thomas McKenzie, to Samuel D. Price by deed dated August 8, 1984, recorded in the Register's Office for Washington County, Tennessee, in Deed Book 603, page 321, to which reference is here made. Reference is also made to a Quitclaim Deed from Samuel D. Price to Shirley E. Price to create a tenancy by the entirety dated September 25, 1984, recorded in the aforesaid Register's Office in Deed Book 604, page 42.

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EXHIBIT B

DESCRIPTION OF PROPERTY RETAINED FOR FUTURE DEVELOPMENT  
OF THE WILLIAMSBURG ON OAKLAND CONDOMINIUMS

Located in the Tenth Civil District of Washington County, Tennessee, and being more particularly described as follows, to-wit:

To find the POINT OF BEGINNING begin at that post in the northerly margin of East Oakland Avenue where the property of Price adjoins the southern corner of Oakland Acres Subdivision; thence proceed along the eastern boundary of Oakland Acres Subdivision, North 29° 15' East, 300.00 feet to the POINT OF BEGINNING; thence continuing along the eastern boundary of Oakland Acres Subdivision, North 29° 15' East, 450.11 feet to a post in the boundary of Pine Ridge Subdivision; thence along the southern boundary of Pine Ridge Subdivision, South 65° 53' East, 507.51 feet to an iron pin; thence South 30° 00' West, 546.88 feet along the boundary of the Church of Christ to a post; thence along the boundary with Hamilton, North 67° 45' West, 200.19 feet to a post; thence a new line across the property of Price separating Phase 1 from the property herein described the following two courses and distances: North 30° 32' East, 70.00 feet and North 60° 03' West, 301.25 feet to the POINT OF BEGINNING; containing 5.752 acres, more or less, all per survey of William Michael Glass, Registered Land Surveyor No. 927, to which reference is here made.

BEING a part of the same property conveyed from Harold Franklin Crouch and wife, Jean Crouch, Evelyn Crouch McKenzie and husband, Thomas McKenzie, to Samuel D. Price by deed dated August 8, 1984, recorded in the Register's Office for Washington County, Tennessee, in Deed Book 603, page 321, to which reference is here made. Reference is also made to a Quitclaim Deed from Samuel D. Price to Shirley E. Price to create a tenancy by the entirety dated September 25, 1984, recorded in the aforesaid Register's Office in Deed Book 604, page 42.

This instrument prepared by  
GARY MONTGOMERY & ASSOCIATES  
Attorneys and Counsellors at Law  
1007 South Main Street  
Chattanooga, Tennessee 37403  
Telephone (615) 262-1101

Book 622

639

FIRST AMENDMENT TO THE MASTER DEED  
ESTABLISHING HORIZONTAL PROPERTY REGIME  
OF WILLIAMSBURG ON OAKLAND

---

THIS FIRST AMENDMENT to the Master Deed is made and executed by the Owners, SAMUEL D. PRICE and wife, SHIRLEY E. PRICE, hereafter called "Developers", on this the 13th day of February, 1986;

W I T N E S S E T H:

WHEREAS, the Developers have heretofore executed a "Master Deed Establishing Horizontal Property Regime - Williamsburg on Oakland," said Master Deed dated May 30, 1955, and recorded in the Register's Office for Washington County, Tennessee, on June 3, 1985, at 4:20 p.m. in Deed Book 612, page 547, to which reference is here made; and

WHEREAS, the Developers desire to amend said Master Deed as set forth and allowed by said Master Deed to include an additional phase of development which herein will be referred to as "Phase II" and is more particularly described in Exhibit A, attached hereto and on that plat of Williamsburg on Oakland, Phase II, as recorded in the Register's Office for Washington County, Tennessee, in Plat Book 9, page 280, to which reference is here made;

NOW, THEREFORE, by virtue of the authority expressly reserved unto the Developers as set forth in the original Master Deed as described in Article I, paragraph a(1) of said original Master Deed, the Master Deed and the Exhibits thereto are hereby modified and amended as follows:

1. The Developers are in the process of constructing, or have completed construction, on fourteen (14) additional

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condominium units upon a portion of the land described in the Master Deed and therein designated as "future development," which portion of land is hereby designated Phase II, as described in Exhibit A, attached hereto, and as recorded in Plat Book 9, page 280, and the same shall be and is hereby constituted and established as part of Williamsburg on Oakland, a condominium development, the same as if originally set forth in the original Master Deed and plat. This land is owned by the Developers in fee simple and is subject to easements for utility installation, maintenance and drainage which Developers may hereafter record. The buildings situated on said lands embrace said area and include the units and common areas as shown on the above referenced condominium plat survey or plans.


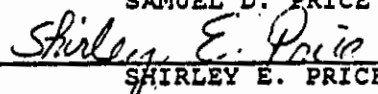
2. Further, the Developers hereby specifically establish the percentage of interest of the common elements allocated to the individual unit holders as of the inclusion of the additional units set forth in Phase II to be a  $1/28$  undivided interest apportioned to each unit or collectively to the owners of that unit; provided however, as additional phases of this development are added, this percentage ownership shall be reduced so that the total percentage interest in the common elements of all unit owners shall be one hundred percent (100%) and the percentage interest in the common elements allotted to each unit or to the owners of that unit collectively shall be that percentage interest of one hundred percent divided by the total number of units constructed and incorporated into the original Master Deed including those added by further amendments thereto. This percentage ownership in the common elements is specifically subject to all of the limitations, obligations and privileges set forth in the original Master Deed referenced above. The percentage or fractional interest in the common elements so

The documents prepared by  
H. MONTGOMERY & ASSOCIATES  
Surveyors and Civil Engineers at Law  
1007 North Main Street  
COLUMBIA CITY, INDIANA 47501  
Telephone (317) 525-2181

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allocated to the respective units is based on relative values arbitrarily assigned by the Developers to each unit solely for this purpose, and such values do not necessarily reflect or represent the selling price or actual value of any unit, and regardless of any other matter, such percentage or fractional ownership of the common elements as allocated to each unit shall remain fixed and constant and the same cannot be changed except by the written consent of each and every owner and mortgagee of a unit in this condominium project, duly executed, acknowledged and filed for record as a partial amendment to this Master Deed; except that it is expressly stipulated and agreed that the Developers may exercise the option provided herein, and in the original Master Deed, to include as additional phases of development that land previously reserved for such purpose in the original Master Deed allowing the Developers to construct and admit into this condominium project a total of 64 units and nothing herein contained shall in any way limit this right and the right to include with such additional units an equal and undivided percentage interest in the common elements of Williamsburg on Oakland. The Developers do hereby specifically declare in this supplemental declaration that the land described in Exhibit A attached hereto and on the plat recorded in Plat Book 9, page 280, and the new units created thereby are subject to all of the terms, conditions, covenants and restrictions set forth in the original Master Deed along with the By-Laws of the counsel of co-owners as set forth therein, including any and all amendments thereto, if any.

IN WITNESS WHEREOF, the Developers have executed this Amendment on this the day and date first above written.

  
 SAMUEL D. PRICE  
  
 SHIRLEY E. PRICE

This instrument prepared by:  
 DARRL MCINTURFF & ASSOCIATES  
 Attorneys and Counsellors at Law  
 1907 North Pearl Street  
 JOHNSON CITY, TENN. 37601  
 Telephone (615) 929-2181



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STATE OF TENNESSEE  
COUNTY OF WASHINGTON

On this the 13th day of February, 1986, before me personally appeared SAMUEL D. PRICE and wife, SHIRLEY E. PRICE, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Bobbi Jo Smith  
Notary Public

My commission expires: October 30, 1989



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EXHIBIT A TO FIRST AMENDMENT TO THE  
MASTER DEED OF WILLIAMSBURG ON OAKLAND

Situate, lying and being in the Tenth (10th) Civil District of Washington County, Tennessee, more particularly described as follows, to-wit:

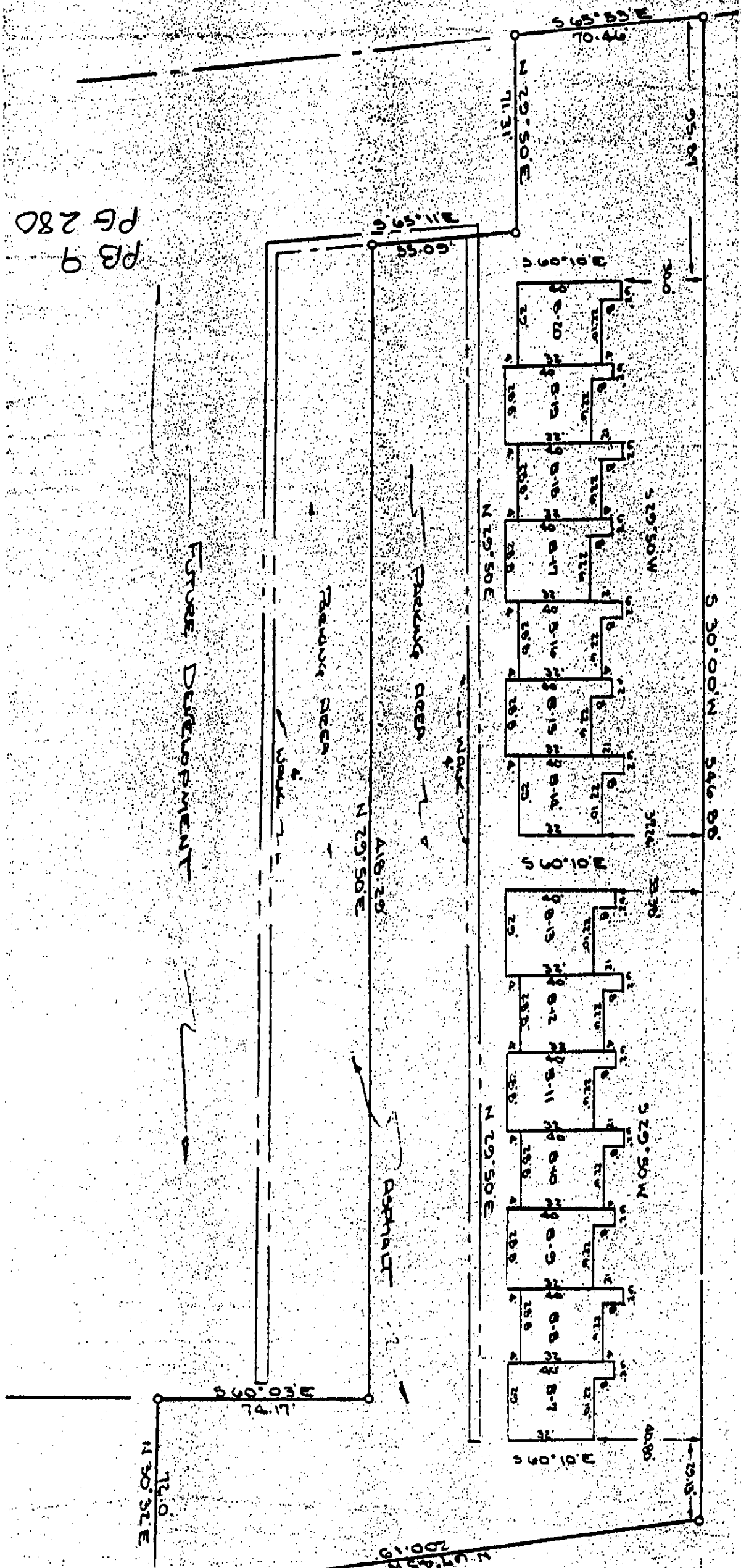
To find the point of BEGINNING, begin in the northeasterly margin of East Oakland Avenue where the southern corner of Williamsburg on Oakland, Phase I, adjoins the western corner of the property of Hamilton; thence along the common boundary between Williamsburg on Oakland and Hamilton, North 30 deg. 32 min. East, 205.91 feet to a point in the northern corner of the property of Hamilton, THE POINT OF BEGINNING; thence continuing along the southeastern boundary of Williamsburg on Oakland, Phase I, North 30 deg. 32 min. East, 70.0 feet to a point; thence a new boundary across the property reserved for future development as recorded in the Register's Office for Washington County, Tennessee, in Plat Book 9, page 268, the following four courses and distances: South 60 deg. 03 min. East, 74.17 feet to a point; North 29 deg. 50 min. East, 418.29 feet to a point; South 65 deg. 11 min. East, 55.09 feet to a point; and North 29 deg. 50 min. East, 71.31 feet to a point in the boundary of Pine Ridge Subdivision; thence along the original boundary of the Sam Price property the following three courses and distances: first along the boundary of Pine Ridge Subdivision, South 65 deg. 53 min. East, 70.46 feet to a point; thence along the boundary with the Church of Christ, South 30 deg. 00 min. West, 546.88 feet to a point; and then along the boundary of Hamilton, North 67 deg. 45 min. West, 200.19 feet to the point of BEGINNING; containing 1.590 acres, more or less, all per survey of William Michael Glass, Registered Land Surveyor No. 927, dated February 4, 1986, to which reference is here made.

BEING a part of the same property conveyed from Harold Franklin Crouch and wife, Jean Crouch, Evelyn Crouch McKenzie and husband, Thomas McKenzie, to Samuel D. Price, by deed dated August 8, 1984, recorded in the Register's Office for Washington County, Tennessee, in Deed Book 603, page 321, to which reference is here made. Reference is also made to a Quitclaim Deed from Samuel D. Price to Shirley E. Price to create a tenancy by the entirety dated September 25, 1984, recorded in the aforesaid Register's Office in Deed Book 604, page 42.

This instrument prepared by:  
CARL BENTLEY & ASSOCIATES  
Attorneys and Documentalists at Law  
1907 North Main Street  
JOHNSON CITY, TENN. 37601  
Telephone (615) 926-2181

STATE OF TENNESSEE - WASHINGTON COUNTY  
Received for Record the 18 day of Feb. A.D. 19 86  
at 8:45 o'clock P.M. Noted in Book 43 Page 207  
and recorded in Deed Book 622 Page 639  
State Tax \$ 20.00 Clerk's Fee \$          Recording Fee \$ 20.00  
Total \$ 20.00 Receipt No. 148613 Charles R. Beard, Reg.  
By Sandra Chase Deputy

PB 9  
PG 280



AMENDMENT OF MASTER DEED

This Amendment of Master Deed, made and executed by ED H. STREET, JR., and the WILLIAMSBURG ON OAKLAND CONDOMINIUM ASSOCIATION, this 17<sup>th</sup> day of April, 1990.

## RECITALS:

WHEREAS, Samuel D. Price conveyed his interests in the Williamsburg on Oakland Condominiums to Ed H. Street, Jr., hereinafter referred to as Successor, by Deed dated April 3, 1989, and recorded in the Washington County Register's Office in Jonesborough, Tennessee, in Deed Book 671, page 413; and

WHEREAS, a dispute has arisen between Successor and the Williamsburg on Oakland Condominium Association, hereinafter referred to as Association, concerning the determination of when annual assessments for the Maintenance Fund first become due and owing by Successor, pursuant to Paragraph XVI(c) of the Master Deed Establishing Horizontal Property Regime, Williamsburg on Oakland, which Master Deed was filed in the Washington County Register's Office in Jonesborough, Tennessee, on June 3, 1985, in Deed Book 612, page 547, and hereinafter referred to as Master Deed; and

WHEREAS, the parties have agreed to amend the Master Deed to eliminate any dispute and reflect their construction of this term, and this Amendment has been approved by two-thirds (2/3) of the units' owners.

NOW, THEREFORE, for and in consideration of One Thousand Dollars (\$1,000.00), cash in hand paid by Successor to Association, receipt of which is hereby acknowledged, and in consideration of the releasing and covenanting not to sue Successor for any past obligations or payments for Maintenance Fund assessments, the parties and their successors and assigns do declare, covenant, establish and confirm unto their grantees and unto their heirs, successors and assigns, as well as to any and all other persons hereafter having or acquiring any interest of any nature

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whatsoever in or to any part of said land and buildings comprising the Williamsburg on Oakland Condominium, as described in the Master Deed, as Amended, that Article XVI(c) is amended by adding the following sentence to the end of the paragraph:

The term "completed" used above shall mean a unit for which a Certificate of Occupancy has been issued by the Johnson City Building Inspection Department.

IN WITNESS WHEREOF, the parties have executed this instrument on the 17<sup>th</sup> day of April, 1990.

Ed H. Street, Jr.  
ED H. STREET, JR.

WILLIAMSBURG ON OAKLAND  
CONDOMINIUM ASSOCIATION

By Eaton Goran, III  
President

STATE OF TENNESSEE:  
COUNTY OF WASHINGTON:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named bargainer, Ed H. Street, Jr., who on oath acknowledged that he executed the foregoing instrument for the purposes therein contained and as his free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Johnson City, Tennessee, this 17<sup>th</sup> day of April, 1990.

[Signature]  
NOTARY PUBLIC

My commission expires: APRIL 27, 1992.

STATE OF TENNESSEE:  
COUNTY OF WASHINGTON:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named bargainer, Eaton Goran, III who on oath acknowledged that he is the President of Williamsburg on Oakland Condominium Association and that he executed the foregoing instrument in said capacity, for the purposes therein contained, and as his free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Johnson City, Tennessee, this 20<sup>th</sup> day of April, 1990.

Linda Williams  
NOTARY PUBLIC

My commission expires: 7-28-91

PREPARED BY  
RICHARD W. PECTOL  
& ASSOCIATES, P.C.  
ATTORNEYS AT LAW  
JOHNSON CITY, TENNESSEE

STATE OF TENNESSEE - WASHINGTON COUNTY  
Received for Record this 20 day of April, A.D., 1990  
at 10:50 PM and recorded in Book 688 Page 11  
State Tax 8.00 Clerk's Fee 2.00 Recording Fee 2.00  
Total 12.00 Receipt No. 213532 Charles R. Beard, Reg. Deputy  
[Signature]

11/10 163 208  
688-85

SECOND AMENDMENT TO MASTER DEED  
ESTABLISHING HORIZONTAL PROPERTY REGIME  
WILLIAMSBURG ON OAKLAND CONDOMINIUMS

THIS SECOND AMENDMENT, made and entered into on this the 17th day of April, 1990, by ED STREET COMPANY, a sole proprietorship consisting of Ed H. Street, Jr., hereinafter called "Developer";

W I T N E S S E T H:

WHEREAS, Developer, or his predecessor in title, has heretofore executed a Master Deed Establishing Horizontal Property Regime Williamsburg on Oakland dated May 30, 1985 and recorded in Deed Book 612 Page 547 in the Register's Office for Washington County, Tennessee; and,

WHEREAS, the Developer herein did take title to the Williamsburg on Oakland Condominium project by virtue of Warranty Deed dated April 3, 1989 of record in Deed Book 671, Page 413 in the Register's Office for Washington County, TN.; and,

WHEREAS, the Developer, or his predecessor in title, did reserve in said Master Deed the right at his sole option to extend the Declaration to include as additional sections of development the tract or parcel of land described in Exhibit B of said Declaration as future developments; and,

WHEREAS, Developer desires to submit the land described in the attached Exhibit A hereto, being a portion of that land in Exhibit B, supra, together with said condominium units and all structures, improvements and permanent fixtures now or hereafter erected thereon and all rights and privileges belonging or in any way appertaining thereto to the Horizontal Property Regime Williamsburg on Oakland Condominiums and submitting said tract to all the terms, conditions, covenants and restrictions as set out in said Master Deed by the adoption of same in full, together with the By-Laws of the Counsel of Co-Owners as set out therein together with any amendments thereto, if any;

NOW, THEREFORE, by virtue of the authority expressly reserved unto the Developer in Master Deed Establishing Horizontal

This instrument was prepared by  
ROBERT S. DeVANE, Esq.  
Attorney At Law  
413 East Unaka Avenue  
Johnson City, TN 37601

Law Offices  
of  
Robert S. DeVane  
413 E. Unaka Ave.  
Johnson City,  
Tennessee

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Property Regime Williamsburg on Oakland Condominiums dated May 30, 1985 and recorded in Deed Book 612, page 547, Register's Office for Washington County, Tennessee, the Developer does hereby extend the declaration as set out in said Master Deed as follows:

1. The Developer does hereby submit all land, buildings and other improvements located on the condominium property designated as Williamsburg on Oakland Condominiums Phase III described more particularly in Exhibit A attached hereto and as depicted on map or plat of record in the Register's Office for Washington County, Tennessee in Plat Book 9, page 553 as a condominium project and a Horizontal Property Regime as authorized by the Horizontal Property Act and submit said land to all the terms, conditions, covenants and restrictions as set out in Master Deed Establishing Horizontal Property Regime Williamsburg on Oakland Condominiums dated May 30, 1985 and recorded in Deed Book 612, page 547 in the Register's Office for Washington County, Tennessee by the adoption of same in full along with the By-Laws of the Council of Co-Owners as set out therein, together with the amendments thereto, if any.

2. The land described in Exhibit A hereto as Williamsburg on Oakland Condominiums, Phase III, is owned by the Developer in fee simple and the buildings situated on said land embrace the area and include the units and common areas as shown on the condominium plat of survey as of record aforesaid.

3. As provided in the Maater Deed Establishing Horizontal Property Regime Williamsburg on Oakland Condominiums dated May 30, 1985, of record in Deed Book 612, page 546, Register's Office for Washington County, Tennessee, particularly Sections 1 a(1)(c) and Section IV, the unit pro-rata share of expenses, assessments and percentage interest in the common elements is set forth. The Developer is in the process of constructing additional units as set forth in said Phase III, which will provide for a total of thirty-two (32) units and, pursuant to the authority granted the Developer, the Master Deed is hereby modified and amended by this Second Amended so as to correctly reflect the unit pro-rata share of expenses and

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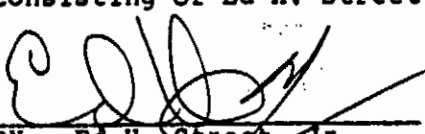
assessments and percentage interest in the Common Elements.

The percentage of interest in the Common Elements so allocated to the respective units are based on relative values arbitrarily assigned by the Developer to each unit solely for this purpose, and such values do not necessarily reflect or represent the selling price or actual value of any unit, and regardless of the price for which any unit may be sold or re-sold or the actual value of any unit, and regardless of any other matter, such percentage of ownership in the Common Elements allocated to each unit shall remain fixed and constant and the same cannot be changed except by the written consent of each and every owner and mortgage of a unit in this Condominium Project, duly executed, acknowledged and filed for record as a partial amendment to this Master Deed.

Should the Developer construct less than the proposed number of additional units as contemplated on the tract or parcel of land described as Williamsburg on Oakland Condominiums Phase III of record in Plat Book 9, Page 553 in the Register's Office for Washington County, TN., then in such event the percentage interest in the Common Elements of each unit owner will be that percentage interest of One Hundred 100% divided by the total number of units constructed.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment on this the 17th day of April, 1990.

ED STREET COMPANY,  
A Sole Proprietorship  
consisting of Ed H. Street, Jr.

  
BY: Ed H. Street, Jr.  
Proprietor

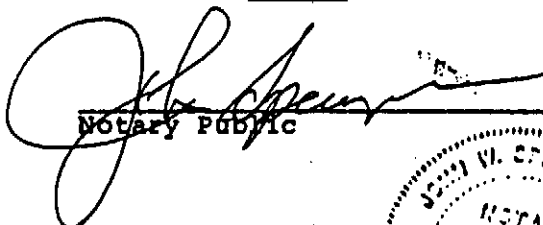


88

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Ed H. Street, Jr., the within named bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument as his free act and deed for the purposes therein contained.

WITNESS my hand and seal on this the 17<sup>th</sup> day of April, 1990.

  
Notary Public

My Commission expires:

APRIL 27, 1992

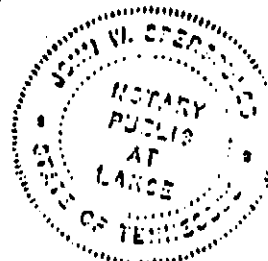


EXHIBIT A

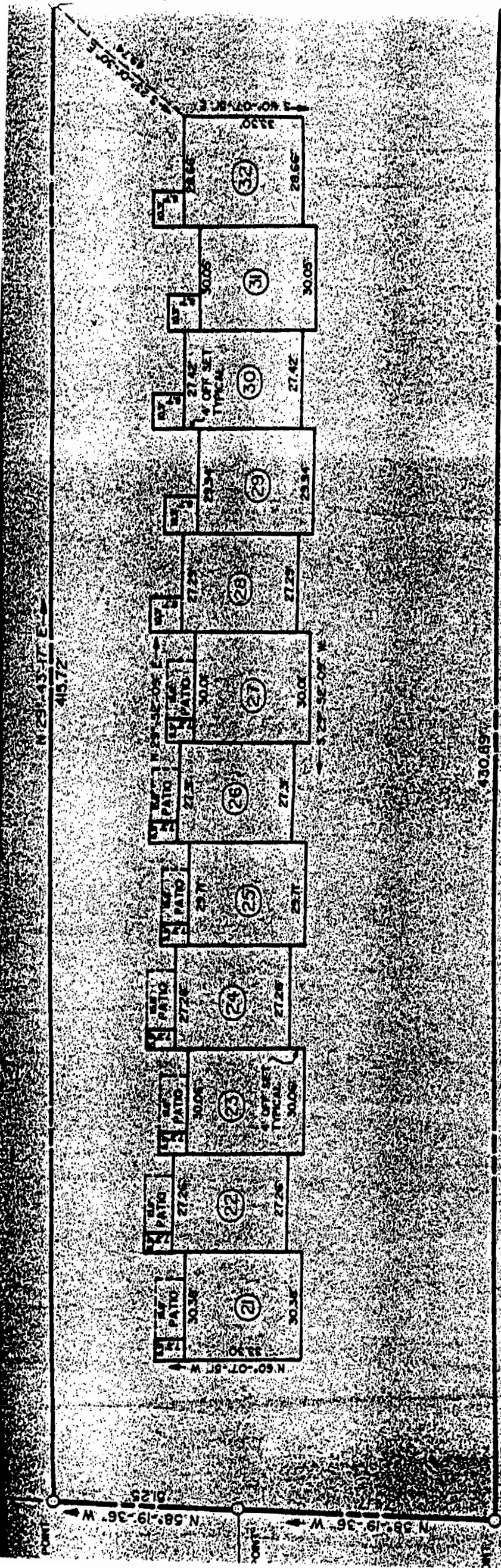
PHASE III

WILLIAMSBURG ON OAKLAND CONDOMINIUMS

SITUATE, lying and being in the Tenth (10th) Civil District of Washington County, Tennessee and being more particularly described as follows:

BEGINNING at a point, being the point of intersection of the northerly boundary of Phase 1 and Phase 2 of the Williamsburg on Oakland Condominiums; thence with the line of Phase 1, North 58 degrees 19 minutes 36 seconds West, 51.25 feet to a point corner to Ed Street Company "Future Development"; thence with the line of Ed Street Company, North 29 degrees 43 minutes 17 seconds East, 415.72 feet to an iron pin; thence South 65 degrees 11 minutes 00 seconds East, 127.43 feet to an iron pin corner to Phase 2; thence with the line of Phase 2, South 29 degrees 56 minutes 11 seconds West, 430.89 feet to a point; thence North 58 degrees 19 minutes 36 seconds West, 74.17 feet to the point of BEGINNING, and being shown as Phase III of the Williamsburg on Oakland Condominiums as per survey drawn by D. H. Hampton, Registered Land Surveyor, dated March 29, 1990 and being of record in Plat Book 9, Page 553 in the Register's Office for Washington County, Tennessee.

STATE OF TENNESSEE-WASHINGTON COUNTY  
Received for Record the 20 day of April A.D. 1990  
at 12:50 o'clock P.M. Noted in Book 50 Page 11  
and recorded in Deed Book 688 Page 85  
WITNESSED by me, Clerk of the County, on this 20 day of April 1990  
Total 16.00 Receipt No. 213532 Charles H. Reed, Jr. Clerk  
By [Signature] Deputy



WILLIAMSBURG ON OAK AND CONDOMINIUMS  
PHASE II



STATE OF TENNESSEE, DEPARTMENT OF LAND SURVEY  
COUNTY OF HAMPSHIRE  
I, W. D. D., Surveyor General,  
do hereby certify that the foregoing is a true and correct copy of the original record of the same as the same appears from the records of the Department of Land Survey.  
Witness my hand and the seal of the Department of Land Survey at Nashville, Tennessee, this 10th day of April, 1950.

W. D. D. (Tennessee) This 10th day of April, 1950

3-19-51

163 - 528  
CORRECTION TO SECOND AMENDMENT TO MASTER DEED  
ESTABLISHING HORIZONTAL PROPERTY REGIME  
WILLIAMSBURG ON OAKLAND CONDOMINIUMS

THIS CORRECTED SECOND AMENDMENT, is made and entered into on this the 26 day of April, 1990, by ED STREET COMPANY, a sole proprietorship consisting of Ed H. Street, Jr., hereinafter called "Developer";

W I T N E S S E T H:

WHEREAS, on the 17<sup>th</sup> day of April, 1990 Ed Street Company, Developer, did hereby execute a Second Amendment to Master Deed Establishing Horizontal Property Regime Williamsburg on Oakland Condominiums which is of record in Deed Book 688, Page 85 in the Register's Office for Washington County, Tennessee; and,

WHEREAS, the said Second Amendment did have incorporated therein by reference a legal description attached as Exhibit A thereto shown as Phase III Williamsburg on Oakland Condominiums; and,

WHEREAS, the legal description as set out in said Second Amendment is inaccurate in that there is an overlap between surveys having been performed on the subject property; and,

WHEREAS, it is the desire of the Ed Street Company, Developer, to correct the inaccuracy in the said legal description, and, to this end a new survey has been performed on the subject property which is or will be filed for record in Plat Book 10, Page 3 in said Register's Office;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, Ed Street Company, the Developer, does hereby submit the following legal description as that representing Williamsburg on Oakland Condominiums, Phase III, said description to read as follows:

SITUTATE, lying and being in the Tenth (10th) Civil District of Washington County, Tennessee and being more particularly described as follows:

BEGINNING at a point, being the point of intersection of the northerly boundary of Phase I and Phase II of the Williamsburg on Oakland Condominiums; thence with the line of Phase I, North 60 degrees 03 minutes 00 seconds

This instrument was prepared by  
ROBERT S. DeVANE, Esq.  
Attorney At Law  
413 East Unaka Avenue  
Johnson City, TN 37601

Law Offices  
of  
Robert S. DeVane  
413 E. Unaka Ave.  
Johnson City,  
Tennessee

527

West, 52.58 feet to a point corner to Ed Street Company "Future Development"; thence with the line of Ed Street Company, North 29 degrees 43 minutes 17 seconds East, 406.89 feet to an iron pin; thence South 65 degrees 11 minutes 00 seconds East, 127.43 feet to an X mark set in concrete in the line of Phase II; thence with the line of Phase II, South 29 degrees 50 minutes 00 seconds West, 418.29 feet to a point; thence North 60 degrees 03 minutes 00 seconds West, 74.17 feet to the point of BEGINNING and being shown as Phase III of the Williamsburg on Oakland Condominiums as per survey drawn by D. H. Hampton, Registered Land Surveyor, dated April 24, 1990 and being of record in Plat Book 10, Page 3 in the Register's Office for Washington County, Tennessee.

IN ALL OTHER RESPECTS, the Second Amendment to Master Deed heretofore executed by the Developer and being of record in Deed Book 688 Page 85 in the Register's Office for Washington County, TN., shall remain in full force and effect; provided, however, that the correct reference to the map or plat shall be Plat Book 10 Page      in said Register's Office.

IN WITNESS WHEREOF, the Developer has executed this Correction to Second Amendment on this 26 day of April, 1990.

ED STREET COMPANY,  
A Sole Proprietorship consisting  
of Ed H. Street, Jr.

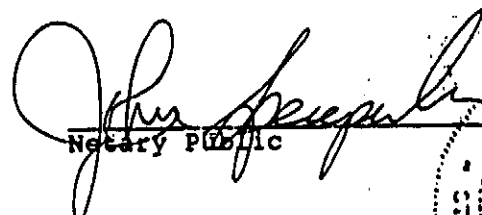


BY: ED H. STREET, JR.  
Proprietor

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

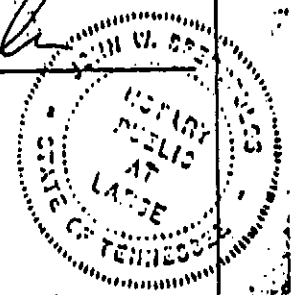
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Ed H. Street, Jr., the within named bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument as his free act and deed for the purposes therein contained.

WITNESS my hand and seal on this the 26 day of April, 1990.

  
Notary Public

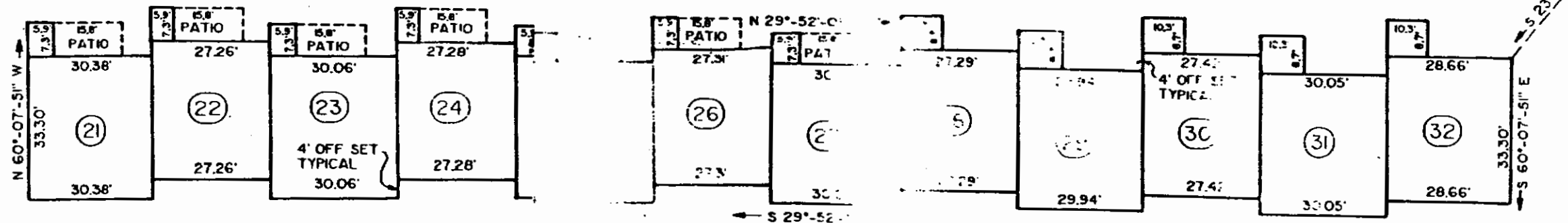
My Commission expires:

APRIL 27, 1992



STATE OF TENNESSEE - WASHINGTON COUNTY  
Received for Record the 26 day of April, A.D., 1990  
at 3:25 o'clock P. M. Noted in Book 50 Page 14  
and recorded in Mac Book 163 Page 528  
State Tax 8.00 Clerk's Fee      Recording Fee 8.00  
Total \$ 8.00 Receipt No. 073843 Charles R. Beard, Reg.  
By Jessie Duncan Deputy





p10 p. 3

AMSBUR : JAKLAND MINIMUMS  
CASE II

THIRD AMENDMENT TO MASTER DEED  
ESTABLISHING HORIZONTAL PROPERTY REGIME  
WILLIAMSBURG-ON-OAKLAND CONDOMINIUMS

THIS THIRD AMENDMENT made and entered into on this the 27th day of October, 1991, by ED STREET COMPANY, a sole proprietorship consisting of Ed H. Street, Jr., hereinafter called "Developer";

W I T N E S S E T H:

WHEREAS, Developer, or his predecessor in title, has heretofore executed a Master Deed Establishing Horizontal Property Regime Williamsburg-on-Oakland dated May 30, 1985, and recorded in Deed Book 612, Page 547, in the Register's Office for Washington County, Tennessee; and,

WHEREAS, the Developer herein did take title to the Williamsburg-on-Oakland Condominium project by virtue of Warranty Deed dated April 3, 1989, of record in Deed Book 671, Page 413, in the Register's Office for Washington County, Tennessee; and,

WHEREAS, the Developer, or his predecessor in title, did reserve in said Master Deed the right at his sole option to extend the Declaration to include as additional sections of development the tract or parcel of land described in Exhibit B of said Declaration as future developments; and,

WHEREAS, heretofore, a First Amendment to the Master Deed dated February 13, 1986, was duly executed and recorded on February 18, 1986, in the Register's Office for Washington County, at Jonesborough, Tennessee, in Deed Book 622, Page 639, wherein fourteen (14) additional condominium units were added to said development; and,

Sam Miller  
160 W. Springbrook  
RC 111

WHEREAS, heretofore, a Second Amendment to the Master Deed dated April 17, 1990, was duly executed and recorded on April 20, 1990, in the Register's Office for Washington County, at Jonesborough, Tennessee, in Deed Book 688, Page 95, as corrected by description in Misc. Book 163, Page 528, wherein twelve (12) additional condominium units were added to said development; and,

WHEREAS, Developer desires to submit the land described in the attached Exhibit A hereto, being a portion of that land in Exhibit B, supra, together with said condominium units and all structures, improvements and permanent fixtures now or hereafter erected thereon and all rights and privileges belonging or in any way appertaining to the Horizontal Property Regime Williamsburg-on-Oakland Condominiums and submitting said tract to all the terms, conditions, covenants and restrictions as set out in said Master Deed by the adoption of same in full, together with the By-Laws of the Counsel of Co-Owners as set out therein together with any amendments thereto, if any;

NOW, THEREFORE, by virtue of the authority expressly reserved unto the Developer in Master Deed Establishing Horizontal Property Regime Williamsburg-on-Oakland Condominiums dated May 30, 1985, and recorded in Deed Book 612, Page 547, Register's Office for Washington County, Tennessee, the Developer does hereby extend the declaration as set out in said Master Deed as follows:

1. The Developer does hereby submit all land, buildings and other improvements located on the condominium property designated as Williamsburg-on-Oakland Condominiums Phase IV described more particularly in Exhibit A attached hereto and as depicted on map or plat of record in the Register's Office for Washington County, Tennessee, in Plat Book 10, Page 276, as a condominium project and a Horizontal Property Regime as authorized by the Horizontal Property Act and submit said land to all the terms, conditions, covenants and restrictions as set out

in Master Deed Establishing Horizontal Property Regime Williamsburg-on-Oakland Condominiums dated May 30, 1985, and recorded in Deed Book 612, page 547, in the Register's Office for Washington County, Tennessee, by the adoption of same in full along with the By-Laws of the Council of Co-Owners as set out therein, together with the amendments thereto, if any.

2. The land described in Exhibit A hereto as Williamsburg-on-Oakland Condominiums, Phase IV, is owned by the Developer in fee simple and the buildings situated on said land embrace the area and include the units and common areas as shown on the condominium plat of survey as of record aforesaid.

3. As provided in the Master Deed Establishing Horizontal Property Regime Williamsburg-on-Oakland Condominiums dated May 30, 1985, of record in Deed Book 612, Page 546, Register's Office for Washington County, Tennessee, particularly Sections 1 a (1)(c) and Section IV, the unit pro-rata share of expenses, assessments and percentage interest in the common elements is set forth. The Developer is in the process of grading and the construction of the driveways, curbs, guttering, sidewalks, parking, water, sewer, landscaping and pavement for all the remaining twenty-four (24) units to be constructed in all of Phase IV and is in the process of constructing six (6) additional units in Phase IV for a total of forty-six (46) completed units, said six (6) additional units to be numbered F53, F54, F55, F56, F57 and F58 and the Developer will subsequently construct the last eighteen (18) units to be constructed in Williamsburg-on-Oakland Condominiums pursuant to the authority granted the Developer and the Master Deed is hereby modified and amended by this Third Amendment so as to correctly reflect the unit pro-rata share of expenses and assessments and percentage interest in the Common Elements.

The percentage of interest in the Common Elements so allocated to the respective units is based on relative values arbitrarily assigned by the Developer to each unit solely for this purpose, and such values do not necessarily reflect or represent the selling price or actual value of any unit, and



regardless of the price for which any unit may be sold or re-sold or the actual value of any unit, and regardless of any other matter, such percentage of ownership in the Common Elements allocated to each unit shall remain fixed and constant and the same cannot be changed except by the written consent of each and every owner and mortgagee of a unit in this Condominium Project, duly executed, acknowledged and filed for record as a partial amendment to this Master Deed.

Should the Developer construct less than the proposed number of additional units as contemplated on the tract or parcel of land described as Williamsburg-on-Oakland Condominiums Phase IV of record in Plat Book 10, Page 276, in the Register's Office for Washington County, Tennessee, then in such event the percentage interest in the Common Elements of each unit owner will be that percentage interest of One Hundred (100%) Per Cent divided by the total number of units constructed.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment on this the 9th day of October, 1991.

ED STREET COMPANY  
A Sole Proprietorship consisting of  
Ed H. Street, Jr.

BY: 

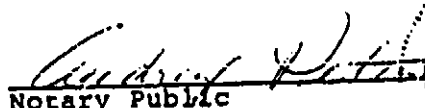
Ed H. Street, Jr.  
Proprietor

STATE OF TENNESSEE

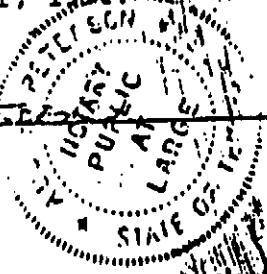
COUNTY OF WASHINGTON

Personally appeared before me, a Notary Public in and for the State and County aforesaid, ED H. STREET, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in the State and County aforesaid on this the 11th day of October, 1991.

  
Notary Public

My Commission Expires:

7-24-95

## EXHIBIT "A"

## PHASE IV

## WILLIAMSBURG-ON-OAKLAND CONDOMINIUMS

SITUATE, lying and being in the 10th Civil District of Washington County, Tennessee, and being more particularly bounded and described as follows, to-wit:

BEGINNING at a point in the westerly line of Williamsburg-on-Oakland Condominiums as recorded by the description to the original entire tract of land for Williamsburg-on-Oakland Condominiums described in Exhibit B as duly recorded in Deed Book 612, Page 547, at the northerly corner of Williamsburg-on-Oakland Condominiums, Phase I; thence North 29° 15' 00" East a distance of 412.65 feet to a point; thence South 60° 45' 00" East a distance of 235.10 feet to a point in the northwesterly line of Williamsburg-on-Oakland Condominiums, Phase III; thence along the northwesterly line of Williamsburg-on-Oakland Condominiums, Phase III, South 29° 40' 37" West a distance of 415.72 feet to a point in the line of Williamsburg-on-Oakland, Phase I; thence along the line of Williamsburg-on-Oakland, Phase I, North 60° 03' 00" West a distance of 250 feet to the point of the Beginning, containing 2.39 acres, as shown by map or plat of Williamsburg-on-Oakland, Phase IV, dated October 15, 1991, and duly recorded in the Register's Office for Washington County, Tennessee, in Plat Book 10, Page 276 to which plat reference is here made. Said Plat was prepared by Jimmy Horton, Registered Land Surveyor No. 1550.

State of Tennessee, County of WASHINGTON  
Received for record the 28 day of  
OCTOBER 1991 at 3:43 PM. (REC'D 1435)  
Recorded in official records file  
Roll 2 Image 447-452  
State Tax \$ .00 Clerks Fee \$ .00  
Recording \$ 24.00, Total \$ 24.00  
Register of Deeds CHARLES BEARD  
Deputy Register JACKIE BROYLES

OAKLAND ACRES  
SUBDIVISION  
PG 9 - PG 128

PHASE IV  
104,189 sq. ft.  
239 acres

FUTURE UNITS

FUTURE UNITS

ED STREET COMPANY  
COMMON AREA  
PG 9 - PG 268

253.10  
S 80°45'00" E

State of Tennessee, County of W9  
Recorded for record the 25 day of  
OCTOBER 1971 at 1:45 PM, CECIL  
BROWN, Jr. is official records file  
Book 2, Page 442, 443  
State Tax 9, 5.00 Clerk's Fee 1  
Recording 16.00, Total 16  
Register of Deeds CHARLES KEAR  
Deputy Register JACIE HOWES

STATE OF TENNESSEE, WASHINGTON COUNTY, AS 1971  
3:45 PM  
12-1-71  
1971

PG 1076  
PG 276

Prepared By:

WALTER LEE DAVIS, JR.  
 Attorney at Law  
 121 East Unaka Avenue  
 Johnson City, TN 37601-4697

FOURTH AMENDMENT TO THE MASTER DEED  
 ESTABLISHING HORIZONTAL PROPERTY REGIME  
 WILLIAMSBURG ON OAKLAND CONDOMINIUM

THIS FOURTH AMENDMENT TO THE MASTER DEED, made and executed by Ed H. Street, Jr., doing business as ED STREET COMPANY, a sole proprietorship, hereinafter called "Developer", this the 18th day of June, 1993;

W I T N E S S E T H:

WHEREAS, the Developer has, or his predecessors in interest have, heretofore executed a "Master Deed Establishing Horizontal Property Regime-Williamsburg on Oakland", which Master Deed included Phase I of the condominium consisting of approximately 1.976<sup>^</sup> acres therein described in Exhibit A and an area designated as "Future Development" consisting of approximately 5.752<sup>^</sup> acres therein described in Exhibit B, for a total of approximately 7.728<sup>^</sup> (1.976<sup>^</sup> + 5.752<sup>^</sup>) acres in the entire condominium, and various amendments to the same, all of which have been recorded as follows:

<u>DOCUMENT</u>	<u>PHASE</u>	<u>AREA</u>	<u>NO. OF UNITS</u>	<u>DATE OF RECORDING</u>	<u>BOOK</u>	<u>PAGE</u>
Master Deed	I	1.976 <sup>^</sup>	14	06/03/85	Deed 612	547
Amd. 1	II	1.590 <sup>^</sup>	14	02/18/86	Deed 622	639
Amd. 2	III	1.199 <sup>B</sup>	12	04/20/90	Deed 688	85
UNNUMBERED	-	-	-	04/20/90	Deed 688	83
CORRECTED 2	-	-	-	04/27/90	Misc 163	528
Amd. 3	IV	2.390 <sup>^</sup>	24 <sup>C</sup>	10/28/91	Roll 2	447
		7.155	64			

<sup>^</sup>These areas are per the recorded documents themselves.

<sup>B</sup>This acreage was computed.

<sup>C</sup>At the time of the third amendment, six of these 24 units were under construction.

and

WHEREAS, the Developer now desires to further amend the Master Deed to add the now remaining approximately 0.573

(7.728 - 7.155) acre portion of the property originally designated as Future Development property to the Common Area of the condominium, which approximately 0.573 acre portion is improved with the swimming pool and tennis court which are intended to be Common Area improvements for the benefit of all the unit owners, then

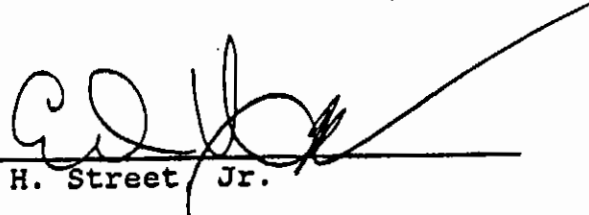
THEREFORE, by virtue of the authority expressly reserved unto the Developer pursuant to Article I, Section (a)(1) of the Master Deed to make further amendments and submit additional phases of development, the Developer hereby amends the Master Deed by submitting, as a Supplemental Declaration, the following described property to the terms, conditions, covenants and restrictions of the Master Deed and By-Laws, which property is hereby submitted and dedicated to condominium ownership and is designated as Common Area:

In the 10th Civil District of Washington County, City of Johnson City, Tennessee, to-wit:

Swimming Pool and Tennis Court Area

To find the POINT OF BEGINNING, START at a post in the northerly margin of East Oakland Avenue where Williamsburg on Oakland Condominium, Phase I, (Plat Book 9, Pages 267 and 281) adjoins the southern corner of Oakland Acres Subdivision (Plat Book 5, Page 128); thence proceed along the eastern boundary of Oakland Acres Subdivision, North 29° 15' East a distance of 300 feet to a point (end of Phase I); thence continue along the eastern boundary of Oakland Acres Subdivision (with Phase IV), North 29° 15' East a distance of 412.65 feet to a point; thence continue North 29° 15' East 37.46 feet to a post in the boundary of Pine Ridge Subdivision (Plat Book 4, Page 50); thence along the southern boundary of Pine Ridge Subdivision, South 65° 53' East a distance of 180.00 feet to a point, the POINT OF BEGINNING; thence continue with Pine Ridge Subdivision, South 65° 53' East a distance of 227.05' to the northernmost corner of Phase II, thence South 29° 50' West a distance of 71.31 feet to an iron pin; thence North 65° 11' West a distance of 181.52 feet to an iron pin; thence North 29° 40' 37" East 7.83 feet to a point; thence North 60° 45' West 55.10 feet to a point; thence North 29° 15' East a distance of 37.46 feet to the POINT OF BEGINNING.

IN WITNESS WHEREOF, the Developer has executed this Fourth Amendment to the Master Deed Establishing the Horizontal Property Regime named Williamsburg on Oakland Condominiums, the day and date first above written.

  
Ed H. Street Jr.

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

## ACKNOWLEDGMENT

Personally appeared before me, the undersigned Notary Public of the State and County aforesaid, ED H. STREET, JR., the within named bargainor, with whom I am personally acquainted, or who was proved on the basis of satisfactory evidence to me to be the person described in the foregoing instrument and who acknowledged that he executed the foregoing instrument for the purposes therein contained as his voluntary act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in said State and County, this the 18 of June, 1993.

Sammy C. Wiggins  
NOTARY PUBLIC

My commission expires:

Oct. 27, 1996

State of Tennessee, County of WASHINGTON  
Received for record the 18 day of  
JUNE 1993 at 4:15 PM. (RECN 039658)  
Recorded in official records film  
Roll 33 Image 471- 473  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 12.00, Total \$ 12.00,  
Register of Deeds CHARLES BEARD  
Deputy Register SANDRA CLOUSE



5<sup>th</sup> Amendment

ROLL/IMG: 1053/275-282

21006516

This instrument prepared by:

Jason Shade, Esq.  
Ensley, Baker & Shade, PLLC  
801F Sunset Drive, Suite 2  
Johnson City, Tennessee 37604

8 PGS. AL-AMENDMENT	
ROCH BATCH 251753	03/26/2021 - 03:50 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00
STATE OF TENNESSEE, WASHINGTON COUNTY	
TERESA H. BOWMAN	
REGISTER OF DEEDS	

**FIFTH AMENDMENT TO THE MASTER DEED  
ESTABLISHING HORIZONTAL PROPERTY REGIME  
WILLIAMSBURG ON OAKLAND**

**THIS FIFTH AMENDMENT TO THE MASTER DEED ESTABLISHING HORIZONTAL PROPERTY REGIME WILLIAMSBURG ON OAKLAND** (the "Fifth Amendment"), is effective upon the date of recording of this instrument in the Register's Office for Washington County, Tennessee by Williamsburg on Oakland (the "Association").

**WHEREAS**, a Master Deed ("Master Deed"), establishing Williamsburg on Oakland Condominium was recorded in Deed Book 612, Page 547, in the Washington County, Tennessee, Register of Deeds' Office at Jonesborough, Tennessee, on June 3, 1985, at 4:20 P.M., and the same has been amended by the following amendments: (a) First Amendment to the Master deed Establishing Horizontal Property Regime of Williamsburg on Oakland dated February 13, 1986, registered February 18, 1986, at 8:45 A.M., and recorded in Deed Book 622, Page 639 ("First Amendment"); (b) Amendment of Master Deed dated April 17, 1990, registered April 20, 1990, at 10:50 A.M., and recorded in Deed Book 688, Page 83 ("Amendment"); (c) Second Amendment to Master Deed Establishing Horizontal Property Regime Williamsburg on Oakland Condominium dated April 17, 1990, registered April 20, 1990, at 10:50 A.M., and recorded in Deed Book 688, Page 85, and corrected by Correction to Second Amendment to Master Deed Establishing Horizontal Property Regime Williamsburg on Oakland Condominiums dated April 26, 1990, registered April 27, 1990, at 3:25 P.M., and recorded in Misc. Book 163, Page 528 (collectively, the "Second Amendment"); (d) Third Amendment to Master Deed Establishing Horizontal Property Regime Williamsburg on Oakland Condominiums dated October 9, 1991, registered October 28, 1991, at 3:45 P.M., and recorded on Roll 2, Image 447 ("Third Amendment"); and (e) Fourth Amendment to the Master Deed Establishing Horizontal Property Regime Williamsburg on Oakland Condominium dated June 18, 1993, June 18, 1993 at 4:15 P.M., and recorded on Roll 33, Image 471 ("Fourth Amendment"); and

**WHEREAS**, the Bylaws attached as Exhibit D to the recorded Master Deed provided in Article II (Meeting and Voting Rights of Co-Owners), Section 8 (Quorum), that "The affirmative vote of a majority of Co-Owners present, being more than fifty percent (50%) of the total number of Units in attendance, is required to adopt any resolution, elect any director, make any decision or take any action;...", and the Bylaws provided in Article II (Meetings and Voting Rights of Co-Owners), Section 10 (Amendments), that the system of administration or these Bylaws could only be amended by an affirmative vote of Co-Owners representing at least two-thirds (2/3) of the total Units in Williamsburg on Oakland Condominium, both as codified in T.C.A. Section 66-27-112; and



**WHEREAS**, the Bylaws provided in Article VI (Powers of the Board of Administration) that "... the Board of Administration shall have the following additional and cumulative rights, powers, and duties:..." To make and amend regulations respecting the use of the property in the condominium, including the Condominium Buildings and Common Elements;..." by an affirmative vote of the majority of the directors as required by Article III (Board of Administration), Section 9. (Quorum), which reads: "The acts of the board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Administration except as specifically otherwise provided in the Master Deed or elsewhere in the Bylaws"; and

**WHEREAS**, The Board of Administration (Board) of the Williamsburg on Oakland Condominium Council of Co-Owners desires to amend the Master Deed to address various issues within Article XIII (Restrictive Covenants), Article XIV (Restrictions of Sale, Lease, or other Alienation) and Article XXI (General Provisions and Severability), which relate to the use of the property within the condominium project; and

**WHEREAS**, since there are sixty-three (63) Units in Williamsburg on Oakland, two-thirds (2/3) of that number is forty-two (42), and this Fifth Amendment is executed by the Owners of more than 42 Units and by majority (three (3) or more) of the five (5) directors on the Board of Administration, who are as follows: Badih Nicolas Saliba, Charles E. Cunningham, Dorothy Blankenship, Adam Crouch and Cyndi Ramsey, each by signing as a director in addition to signing as an Owner of a Unit; then

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Association hereby adopts and declares the following amendments to the Master Deed:

1. **Amendments**. The Master Deed is hereby amended as follows:

(a) Article XIII (Restrictive Covenants), paragraph (c) is deleted in its entirety and replaced with the following:

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept in or around a unit, except that dogs, cats or other household pets, as domestic pets, may be kept provided that they are no taller than 18 inches and not more than 15 pounds when fully grown and not known to have a vicious disposition and do not endanger the health or, in the sole discretion of the Board of Directors, unreasonably disturb the owner of any unit or resident thereof. Domestic pets must be supervised and on a leash at all times when outside owner's unit and no owner may have more than two (2) pets per unit. Failure to leash and/or supervise pets outside the condominium unit shall be grounds for removal of said pets permanently from the premises. No pets whatsoever shall be allowed to live outside a condominium unit.

(b) Article XIII (Restrictive Covenants), paragraph (q) is deleted in its entirety and replaced with the following:

(q) There shall be no burning of wood, coal or any similar material on the premises including the unit fireplaces and barbeque grills on the patios or in other common areas. All fireplaces and all barbeque grills shall be fueled only by natural gas. There shall be no loud noises or disturbances either inside the units or outside in any of the common areas including any public streets located in this development. There shall be no parties or other social gatherings outside the condominium units except along the patios outside each unit and the common area immediately behind said patios. Each patio and that area of grass immediately behind each patio within parallel lines extending from said patio perpendicular to that unit for a distance of thirty (30) feet from the outside wall of said unit shall be reserved for the use of the owners of each specific unit and their guests and invitees. There shall be no more than two (2) guests per unit at the pool or fitness building at any time. No car washing or motorcycle riding or basketball, golfing, football, softball or baseball playing shall be permitted anywhere within this condominium development including the public streets. Nor archery or discharging of firearms, firecrackers or any other type of explosives shall be permitted anywhere in this condominium development including any public streets. There shall be no drying or airing of clothing or any other type item on any lines, racks or on the ground anywhere outside any condominium unit. No bicycle riding shall take place on any of the sidewalks or the common areas. There shall be no soliciting anywhere within this condominium development. There shall be no painting of the exterior and no alteration of any exterior appearance, x and no changes in the interior front window treatments (white pull-down window shades); except that maintenance and repair work specifically done by contract of the Council of Co-Owners. Notwithstanding the foregoing sentence, Unit Owners may paint their front door black, and if they wish, paint the side panels (optional) at their own expense.

\* *swim pool*

*no alteration of exterior appearance*

(c) Article XIII (Restrictive Covenants), is hereby amended by adding a new paragraph (t) as follows:

(t) There shall be no leasing of any Unit without the prior written approval of the Board. Additionally, all leases must be in writing and submitted to the Board for its approval before the Unit may be occupied by a Tenant. \*

The Board may allow a Unit to be Leased only under the following conditions:

1. All leases must be for a term of at least one (1) year.
2. All Lease must contain a provision against subleasing and a requirement that any tenant (or his guests, invitees, employees,

*audielacy1@gmail.com*

*Chad Miller 4987@gmail.com*

*Broken - 15*

*423-676-0632*

agents for family members,) is required to abide by all of the rules and regulations set forth by the Board, the By-laws, and the Master Deed, and any amendments thereto.

3. Notwithstanding the above, the maximum number of Units which can be leased at one time is six (6) Units and under no circumstances shall the total number of Units leased at one time be more than ten percent (10%) of the total number of Units. The existing leased Units may continue to be leased indefinitely by the Unit's Owners, with Unit Owners who desire to lease their Units waiting in line (if applicable) until an existing leased Unit no longer qualifies due to the sale of the Unit or the Owner of said existing leased Unit occupying the same as his or her principal residence. If necessary, in the opinion of the Council of Co-Owners, the Council shall maintain a waiting list for prospective leased Units.

(d) Article XIV (Restrictions of Sale, Lease, or other Alienation) including all sub-paragraphs contained therein are deleted in their entirety.

(e) Article XXI (General Provisions and Severability), paragraph (e), and only paragraph (e), is deleted in its entirety.

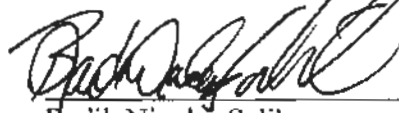
2. **Full Force and Effect.** All other provisions and terms of the Master Deed, First Amendment, Second Amendment, Third Amendment and Fourth Amendment not expressly modified herein shall remain in full force and effect.

3. **Definitions.** All defined terms used in this Fifth Amendment for which definitions are not provided herein shall have the meaning assigned to such term in the Master Deed, First Amendment, Amendment, Second Amendment, Third Amendment and Fourth Amendment.

*(signatures on the following pages)*

IN WITNESS WHEREOF, the undersigned of the Association execute this Fifth Amendment to the Master Deed Establishing Horizontal Property Regime Williamsburg on Oakland this 8<sup>TH</sup> day of FEBRUARY, 2021.

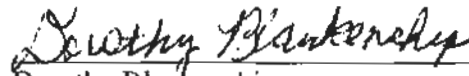
WILLIAMSBURG ON OAKLAND



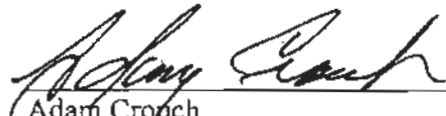
Badih Nicolas Saliba



Charles E. Cunningham



Dorothy Blankenship



Adam Crouch



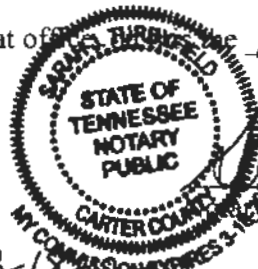
Cyndi Ramsey

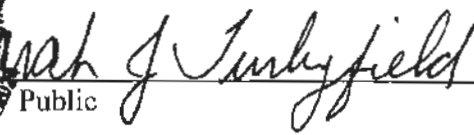
STATE OF TENNESSEE )

COUNTY OF WASHINGTON )

Before me, Sarah Turbyfield, a Notary Public in and for the State and County aforesaid, personally appeared Dorothy Blankenship, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the TRANSFER of Williamsburg on Oakland, the within named bargainor, and that he/she holding such office, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at office this 13 day of January, 2021.



 Public

My Commission Expires: 3-18-2024

STATE OF TENNESSEE )

COUNTY OF WASHINGTON )

Before me, Sarah Turbyfield, a Notary Public in and for the State and County aforesaid, personally appeared Badin Nicolas Saliba, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Williamsburg on Oakland, the within named bargainor, and that he/she holding such office, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at Washington, Tennessee, the 26<sup>th</sup> day of January, 2021.



Sarah J. Turbyfield  
Notary Public

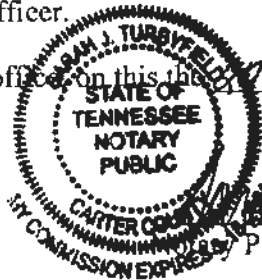
My Commission Expires: 3-18-2024

STATE OF TENNESSEE )

COUNTY OF WASHINGTON )

Before me, Sarah Turbyfield, a Notary Public in and for the State and County aforesaid, personally appeared Cynthia Ramsey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Board Member of Williamsburg on Oakland, the within named bargainor, and that he/she holding such office, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at office, on this the 27<sup>th</sup> day of January, 2021.



Sarah J. Turbyfield  
Notary Public

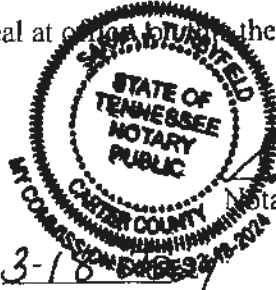
My Commission Expires: 3-18-2024

STATE OF TENNESSEE )

COUNTY OF WASHINGTON )

Before me, Sarah Turbyfield, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Cunningham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Vice-President of Williamsburg on Oakland, the within named bargainor, and that he/she holding such office, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at office on this the 1<sup>st</sup> day of February, 2021.



Sarah J. Turbyfield  
Notary Public

My Commission Expires: 3-18-2024

STATE OF TENNESSEE )

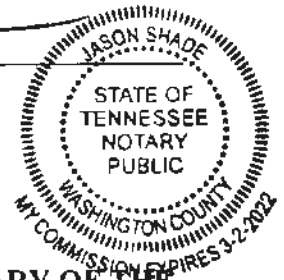
COUNTY OF WASHINGTON )

Before me, Jason Shade, a Notary Public in and for the State and County aforesaid, personally appeared Adam B. Crouch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of Williamsburg on Oakland, the within named bargainor, and that he/she holding such office, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal at office, on this the 8<sup>th</sup> day of February, 2021.

Jason Shade  
Notary Public

My Commission Expires: 3-2-2022



**ALSO ATTACHED HERETO IS THE CERTIFICATE OF THE SECRETARY OF THE ASSOCIATION TO EVIDENCE THE VOTE FOR THE APPROVAL OF THIS AMENDMENT BY THE UNIT OWNERS.**

### SECRETARY'S CERTIFICATE OF WILLIAMSBURG ON OAKLAND

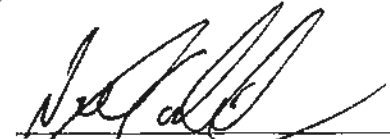
The undersigned duly elected and acting Secretary of Williamsburg On Oakland, a Tennessee not-for-profit corporation ("Association") does hereby certify the following:

1. There are sixty-three (63) Units in Williamsburg on Oakland, two-thirds (2/3) of that number is forty-two (42).
2. Forty-four (44) Unit Owners voted to approve the Fifth Amendment to the Master Deed Establishing Horizontal Property Regime Williamsburg On Oakland (the "Fifth Amendment") and six (6) voted not to approve the Fifth Amendment. Thirteen (13) Unit-Owners did not return their ballots.
3. Further, three (3) or more of the five (5) directors on the Board of Administration for the Association, who are as follows: Badih Nicolas Saliba, Charles E. Cunningham, Dorothy Blankenship, Adam Crouch and Cyndi Ramsey, each approved the Fifth Amendment by signing as a director in addition to signing as an Owner of a Unit.

IN WITNESS WHEREOF, the undersigned, Adam Crouch, has executed this Secretary's Certificate this the 6<sup>th</sup> day of FEBRUARY, 2020.

  
Secretary

The undersigned President of the Association, Badih Nicolas Saliba, does hereby certify that Adam Crouch, who executed the foregoing Certificate, is the duly elected qualified and acting Secretary of the Association and that the signature on such Certificate is his genuine signature.

  
President