

The Westlands

Master Deed

INDEX

	<u>Subject</u>	<u>Page</u>
1.	Submission to condominium ownership	1
2.	Definitions	2
3.	Development plans	3
4.	Dwelling boundaries	5
5.	Shares of common elements and expenses	6
6.	Maintenance and alteration of dwellings	6
7.	Maintenance and alterations of common elements	7
8.	Assessments	8
9.	Association	8
10.	Insurance	9
11.	Responsibilities of Insurance Trustee	11
12.	When damaged property is to be reconstructed or repaired	12
13.	Responsibilities and procedures as to payment for repairs	13
14.	Use restrictions	14
15.	Approval of transfer or lease	16
16.	Disapproval of transfer or lease	17
17.	Mortgage and acquisition by mortgagees	18
18.	Notice of lien or suit	18
19.	Compliance and default	19
20.	Amendments	19
21.	Termination	20
22.	Severability	21

(The page numbers on this copy of the Master Deed have been altered from the original Master Deed due to the change in font size.)

MASTER DEED

THE WESTLANDS CORPORATION

MASTER DEED made September 22, 1978 by The Westlands Corporation, a Tennessee corporation, herein called the Developer, for itself, its successors, grantees, and assigns.

1. Submission to condominium ownership. The purpose of this Master Deed is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use in the manner provided by Section 64-2701, et seq. of the Tennessee Code Annotated, herein called the Horizontal Property Act or the Act.

(a) The name by which this condominium is to be identified is The Westlands, a condominium, herein called the condominium, and its address is 6414 Westland Drive, Knoxville, Tennessee 37919.

(b) The lands owned by the Developer which are hereby submitted to the condominium form of ownership are the following:

Beginning at an iron pin on the southern right of way of Westland's Drive; thence S 62° 17' W 187.21 feet to an iron pin; thence S 04° 12' E 177.88 feet to an iron pin; thence S 25° 31' W 156.61 feet to an iron pin; thence S 23° 57' W 78.37 feet to an iron pin; thence S 08° 49' W 366.68 feet to an iron pin; thence S 81° 04' E 219.95 feet to an iron pin; thence S 08° 45' W 149.99 feet to an iron pin; thence S 08° 57' W 197.59 feet to an iron pin; thence S 81° 03' E 195.00 feet to an iron pin; thence N 08° 57' E 230.00 feet to an iron pin; thence S 84° 59' E 227.38 feet to an iron pin; thence N 05° 01' E 178.92 feet to an iron pin; thence N 84° 59' W 30.00 feet to an iron pin; thence N 41° 50' W 329.34 feet to an iron pin; thence N 58° 41' E 31.03 feet to an iron pin; thence N 29° 51' W 227.09

feet to an iron pin; thence N 29° 49' W 14.53
feet to an iron pin; thence N 23° 55' W 53.27
feet to an iron pin; thence N 11° 20' W 54.28
feet to an iron pin; thence N 0° 17' E 53.54
feet to an iron pin; thence N 8° 42' E 52.54
feet to an iron pin; thence N 14° 45' E 51.30
feet to an iron pin; thence N 16° 06' E 116.80
feet to an iron pin; thence N 14° 15' W 19.74
feet to the point of BEGINNING.

which lands are herein called the land.

(c) All of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said Property and the division thereof in condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any person or persons acquiring or owning an interest in the Property, his or their grantees, successors, heirs, executors, administrators, devisees and assigns.

2. Definitions. The terms used herein and in the Bylaws (attached Exhibit A) shall have the meanings stated in the Condominium Act and as follows:

- (a) “Dwelling” means apartment as defined by the Horizontal Property Act.
- (b) “Apartment owner” means co-owner as defined by the Horizontal Property Act.
- (c) “Association” means The Westlands, Association, and its successors.
- (d) “Common elements” shall be all the parts of the condominium property not included within the dwelling boundaries as described in paragraph 4.
- (e) “Limited common elements” means and includes the portions of the land reserved to the exclusive use of the dwelling as designated in the plat.
- (f) “Common expenses” include (1) expenses of administration; expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of dwellings to be maintained by the Association; (2) expenses declared

common expenses by provisions of this Master Deed or by the Bylaws; and (3) any valid charge against the condominium as a whole.

(g) “Utility services” as used in this Master Deed and the Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

3. Development plans. The condominium is being developed according to the following plans:

(a) A plat of the land to be developed is attached as Exhibit B.

(b) General. The Developer proposes to develop the Westlands Condominiums in multiple Phases; however, the Developer hereby specifically retains the unqualified right and option to complete only one, or more than one of such Phases, as market and other relevant considerations dictate.

(c) Plans. The improvements on the land will be constructed substantially in accordance with plans and specifications prepared by Barber & McMurry, Incorporated, Architects, of Knoxville, Tennessee, copies of which plans, together with the architect’s certificate are on file with the Developer and are available for inspection.

(d) Amendment and Alteration of Plans. Developer reserves the right to change the interior design and arrangement of any dwelling and to alter the boundaries between dwellings, so long as Developer owns the dwelling so altered, and has obtained the prior approval of the mortgagee. However, no such change shall alter the boundaries of the Common Elements without an amendment of this Master Deed by approval of the Association. If the Developer makes any changes in the dwellings plans or designs, as authorized by this section, such changes shall be reflected by an Amendment to this Master Deed, properly signed and acknowledged by the Developer and recorded in the Knox County Register’s Office.

(e) Amendment to Allow Enlargement of Condominium Project. The developer presently owns the lands shown on Exhibit C hereto, which are identified as “Additional Lands”, and are more particularly bounded and described as follows:

BEGINNING at an iron pin in the northern right of way of Northshore Drive; thence N 4° 57' E 761.98 feet to an iron pin; thence N 05° 04' E 625.59 feet to an iron pin; thence N 84° 59' W 373.25 feet to an iron pin; thence S 05° 01' W 178.92 feet to an iron pin; thence N 84° 59' W 227.38 feet to an iron pin; thence S 08° 57' W 230.00 feet to an iron pin; thence N 81° 03' W 195.00 feet to an iron pin; thence S 08° 57' W 360.00 feet to an iron pin; thence N 87° 59' E 641.58 feet to an iron pin; thence S 04° 55' W 888.82 feet to an iron pin; thence S 47° 51' E 53.18 feet to an iron pin; thence N 42° 18' E 256.26 feet to the point of BEGINNING.

Developer intends to improve and develop the Additional Lands in multiple future phases of the Westlands. Therefore, and for a period fifteen (15) years from and after the date upon which this Master Deed is recorded, the Developer reserves the right, at its option, to amend this Master Deed so as to enlarge this condominium project and to submit the Additional Lands in whole or in part, together with the units constructed thereon to condominium ownership pursuant to the Act, and, in doing so, amend Exhibit E, percentage ownership of common elements to reflect the increased number of units.

(f) If this Master Deed is amended pursuant to the provisions of this subparagraph, appropriate pro rata adjustments will be effected in the percentage ownership of Common Elements and the percentage burden of common expenses of all dwelling owners. Such adjustments in Common Elements ownership, and burdens in common expenses shall be effected, as aforesaid, if and when additional phases are added to this condominium project, and the adjusted percentages of each

and every dwelling owner shall be reflected in any Amendment(s) to this Master Deed which are hereafter filed of record for the purpose of enlarging the project.

(g) Effects of Amendments. Upon the recording of an Amendment to this Master Deed by Developer which annexes and subjects Additional Lands to this Master Deed, as provided in this Section:

(i) the restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Additional Lands (including additional dwelling units) and inure to the benefit of and be the personal obligation of the dwelling owner of additional dwelling units in the same manner, to be the same extent, and with the same force and effect that this Master Deed applies to the Property and dwelling owners of dwellings which were initially subjected to this Master Deed.

(ii) Every person who is a dwelling owner of an additional dwelling shall be a member of the Association on the same terms and subject to the same qualifications and limitations of those members who are owners of dwelling units.

4. Dwelling boundaries. Each dwelling shall include that part of the building containing the unit which lies within the boundaries of the apartment, and on limited elements, if any, which boundaries shall be determined in the following manner:

(a) The upper boundary shall be the plane of the lower surfaces of the ceiling.

(b) The lower boundary shall be the plane of the lower surfaces of the floor.

(c) The vertical boundaries of the dwelling shall be (1) the exterior of the outside walls of the dwelling building bounding a dwelling except where there is attached to the building a balcony, loggia, terrace, canopy, stairway, or other portion of the building serving only the dwelling being bounded, including limited common elements designated by the Plat, in which event the boundaries shall be such as will

include all of such structures and fixtures thereon, and (2) the center line of the interior walls bounding a dwelling.

(d) Easements are reserved through the condominium property as may be required for utility services.

5. Shares of common elements and expenses. Each dwelling owner shall own a share in the common elements and in any surplus possessed by the Association and be liable for common expenses as shown on Exhibit E.

6. Maintenance and alteration of dwellings.

(a) The Association shall maintain, repair, and replace

(i) all portions of a dwelling except interior surfaces, contributing to the support of the dwelling building, which portions shall include but not be limited to the outside walls of the dwelling building and all fixtures on the exterior thereof; boundary walls of dwellings; floor and ceiling slabs; and load-bearing columns and load-bearing walls; and

(ii) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of a dwelling maintained by the Association; and all such facilities contained within a dwelling which service part or parts of the condominium other than the dwelling within which contained.

All incidental damage caused to a dwelling by such work shall be promptly repaired at the expense of the Association.

(b) The responsibility of the dwelling owner shall be

(i) to maintain, repair, and replace at his expense all portions of his dwelling except the portions to be maintained, repaired, and replaced by the Association;

(ii) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the dwelling building;

(iii) to promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.

(c) Except as elsewhere reserved to the Developer, neither a dwelling owner nor the Association shall make any alteration in the portions of a dwelling or dwelling building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the dwelling building, or impair any easement, without first obtaining approval in writing of owners of all dwellings in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

7. Maintenance and alteration of common elements.

(a) The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

(b) After the completion of the improvements included in the common elements which are contemplated by this Master Deed, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements except as provided by the Bylaws, but any such alteration or improvement shall not interfere with the rights of any dwelling owner. The cost of such work shall not be assessed against a bank, life insurance company, or savings and loan association which acquires its title as the result of owning a mortgage upon a dwelling unless such an owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other dwelling owners in the proportions which their shares in the common elements bear to each other. There shall be no change in the shares and rights of a

dwelling owner in the common elements which are altered or further improved, whether or not the dwelling owner contributes to the cost thereof.

8. Assessments.

(a) Assessments against dwelling owners for common expenses shall be made pursuant to the Bylaws and shall be allocated as set forth in paragraph 5 of this Master Deed.

(b) Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(c) The lien for unpaid assessments provided by Tennessee law may be enforced by sale by the Association. Such sale shall be conducted in accordance with the provisions of law applicable to powers of sale or foreclosure in deeds of trust or mortgages of real estate. The proceeds of such sale shall first be applied to any other existing first mortgage or deed of trust.

(d) The lien for unpaid assessments shall also secure reasonable attorneys' fees and other costs incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(e) In any foreclosure of a lien for assessments the owner of the dwelling subject to the lien shall be required to pay a reasonable rental for the dwelling and the Association shall be entitled to the appointment of a receiver to collect such rental.

9. Association. The operation of the condominium shall be by The Westlands Association, herein called the Association, a corporation not for profit under the laws of Tennessee, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The members of the Association shall be the dwelling owners.

(b) The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit D.

(c) The Bylaws of the Association shall be in the form attached as Exhibit A.

(d) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

(e) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his dwelling.

(f) Whenever the decision of a dwelling owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Master Deed.

10. Insurance.

(a) Insurance policies upon the condominium property covering the items described in subparagraph (b) of this paragraph shall be purchased by the Association for the benefit of the Association and the dwelling owners and their mortgagees as their interests may appear. All policies shall be written with a company licensed to do business in Tennessee and having a rating of Class 13 or better by Best's Insurance Reports. Provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of dwelling owners. Such policies and endorsements shall be deposited with the Insurance Trustee, which shall hold them subject to the provisions of paragraph 12.

(b) Insurance shall cover the following:

(i) All buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;

(ii) public liability to such amounts and with such coverage as shall be required by the Board of Directors of the Association including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsements to cover liabilities of the dwelling owners as a group to a dwelling owner;

(iii) workmen's compensation as required by law;

(iv) such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

(d) The Association is hereby irrevocably appointed agent for each dwelling owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

(e) Each dwelling owner may obtain additional insurance at his own expense; provided, however, that no dwelling owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board, on behalf of all of the dwelling owners and their mortgagees, may realize under any insurance policy which the Board may have in force on the property at any particular time.

(f) Any dwelling owner who obtains an individual insurance policy covering any portion of the Property, other than improvements and betterments made by such dwelling owner at his expense and personal property belonging to such dwelling owner, shall file a copy of such policy with the Board within thirty (30) days after purchase of such insurance.

(g) Each dwelling owner, at his own expense, may obtain on his unit or the contents thereof title insurance, homeowner's liability insurance, theft and other insurance covering improvements, betterments and personal property damage and loss.

11. Responsibilities of Insurance Trustee.

(a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to any bank in Tennessee having trust powers which is selected by the Board of Directors of the Association as a trustee, which bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the dwelling owners and their mortgagees as follows. An undivided share of such proceeds on account of damage to common elements shall be allocated to the dwelling owners according to their shares of the common elements set forth in paragraph 5. Proceeds on account of dwellings shall be held for the owners of damaged dwellings in proportion to the cost of repairing the damage suffered by each dwelling owner, which cost shall be determined by the Association. In the event a mortgagee endorsement has been issued as to a dwelling, the share of the dwelling owner shall be held in trust for the mortgagee and dwelling owner as their interest may appear.

(c) Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(i) All expenses of the Insurance Trustee shall be first paid.

(ii) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expanded as provided in paragraph 13. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to dwelling owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling and may be enforced by such mortgagee.

(iii) If it is determined as provided in paragraph 13 that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to dwelling owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling and may be enforced by such mortgagee.

(iv) In making distribution to dwelling owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the dwelling owners and their respective shares of the distribution, and as to whether or not the building is to be reconstructed or repaired.

12. When damaged property is to be reconstructed or repaired.

(a) If common elements are damaged, they shall be reconstructed or repaired, unless it is determined under paragraph 21 that the condominium shall be terminated.

(b) If the damaged property is any or all of the dwelling buildings, and dwellings to which 50% or more of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined under paragraph 21 that the condominium shall be terminated.

(c) If the damaged property is any or all of the dwelling buildings, and if dwellings to which more than 50% of the common elements are appurtenant are

found by the Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and the condominium will be terminated under paragraph 21 unless within 60 days after the casualty the owners of at least 75% of the common elements agree in writing to such reconstruction or repair. No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building prepared by Barber and McMurry, Incorporated, Architects, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the dwelling buildings, by the owners of not less than 75% of the common elements, including the owners of all damaged dwellings, which approval shall not be unreasonably withheld.

13. Responsibilities and procedures as to payment for repairs.

(a) If damage occurs only to those parts of one dwelling for which the responsibility of maintenance and repair is that of the dwelling owner, then the dwelling owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the dwelling owners who own the damaged property, and against all dwelling owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at

any time during, or following the completion of, construction. Such assessments against dwelling owners for damage to dwellings shall be in proportion to the cost of reconstruction and repair of their respective dwellings. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

(d) If the amount of the estimated costs of reconstruction and repairs for which the Association is responsible is more than \$5,000, the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:

(i) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the dwelling owner, shall be paid by the Insurance Trustee to the dwelling owner or, if there is a mortgagee endorsement, then to the dwelling owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(ii) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Tennessee and employed by the Association to supervise the work.

(iii) The Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the Association stating such information.

14. Use restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

(a) Each of the dwellings shall be occupied only by a family, its servants, and guest, as a residence and for no other purpose. Except as reserved to the Developer, no dwelling may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the dwellings to be effected thereby.

(b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the dwellings.

(c) No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No dwelling owner shall permit any use of his dwelling or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.

(d) Until the Developer has completed and sold all of the dwellings, neither the dwelling owners nor the Association nor the use of the condominium property shall interfere with the completion of subsequent phases, and the contemplated improvements and the sale of the dwellings. The Developer may make such use of

the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, the display of signs, or leasing such units.

(e) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all dwelling owners and residents of the condominium upon request.

15. Approval of transfer or lease.

(a) No dwelling owner may effectively dispose of a dwelling or any interest therein by sale or lease except to another dwelling owner in the condominium, without approval of the Association. If any dwelling owner shall acquire his title by gift, devise, or inheritance, the continuance of his ownership of his dwelling shall be subject to the approval of the Association.

(b) A dwelling owner intending to make a bona fide sale or lease of his dwelling or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective sale, such notice, at the dwelling owner's option, may include a demand by him that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. A dwelling owner who has obtained his title by gift, devise, or inheritance shall give to the Association notice of the acquiring of his title, together with such personal information as the Association may reasonably require, and a certified copy of the instrument evidencing his title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event

transferring ownership or possession of a dwelling the Association at its election and with notice may approve or disapprove the transaction or ownership.

(c) Within 30 days after receipt of the notice described in subparagraph (b) of this paragraph the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be delivered to the purchaser, lessee, or new owner and shall be recorded in the public record of Knox County (except that a lease need not be recorded).

16. Disapproval of transfer or leases. If the Association disapproves a proposed sale and if the notice of sale given by the dwelling owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the dwelling owner an offer to purchase by a purchaser approved by the Association who will purchase and to whom the dwelling owner must sell the dwelling. At the option of such purchaser, to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the dwelling; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within 30 days after the delivery or mailing of such offer to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(b) If the proposed transaction is a lease, the dwelling owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) If the Association disapproves the acquisition of title by gift, devise, or inheritance, the provisions of subparagraph (a) of this paragraph shall apply (except that the purchase price shall be at fair market value determined by arbitration).

(d) If the Association shall fail to provide a purchaser as required in subparagraphs (a) and (c) of this paragraph, then notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in paragraph 15.

17. Mortgage and acquisition by mortgagees.

(a) No dwelling owner may mortgage his apartment or any interest therein without the approval of the Association, except to a bank, life insurance company, or a savings and loan association. The approval of any other mortgagee shall be subject to conditions determined by the Association.

(b) The provisions of paragraphs 15 and 16 shall not apply to a transfer to or purchase by a bank, life insurance company, or savings and loan association which acquires its title as the result of owning a mortgage upon the dwelling concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, or savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a dwelling at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

18. Notice of lien or suit.

(a) A dwelling owner shall give notice to the Association of every lien upon his dwelling other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.

(b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to his dwelling within five days after the dwelling owner receives knowledge thereof.

19. Compliance and default.

(a) Each dwelling owner shall be governed by and shall comply with the terms of this Master Deed, by the Articles of Incorporation, Bylaws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other dwelling owners the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Condominium Act.

(b) A dwelling owner 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 Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

(c) The failure of the Association or any dwelling owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Master Deed, the Articles of Incorporation, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

20. Amendments. This Master Deed may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the

Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by (1) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or (2) not less than 80% of the votes of the entire membership of the Association.

(c) No amendment shall discriminate against any dwelling owner or against any dwelling or class or group of dwellings unless the dwelling owners so affected shall consent. No amendment shall change any dwelling nor the share in the common elements appurtenant to it, nor increase the owner's share of the dwelling and all record owners of liens thereon shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Register's Office of Knox County, Tennessee.

21. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

(a) In the event it is determined under paragraph 17(c) that the dwelling building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

(b) The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of liens upon the same 75% of the common elements are obtained not later than 30 days from the date of such meeting, then the approving

owners shall have an option to buy all of the dwellings of the other owners during the period ending on the 60th day from the date of such meeting.

(c) The option described in subparagraph (b) of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the dwellings to be purchased of any offer to purchase signed by the record owners of dwellings who will participate in the purchase. Such offer shall indicate which dwellings will be purchased by each participating owner and shall offer to purchase all of the dwellings owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(d) The sale price for each dwelling shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such offer, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the dwelling; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within ten days following the determination of the sale price.

(e) The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination which certificate shall become effective upon being recorded in the Register's Office of Knox County, Tennessee.

(f) After termination of the condominium the dwelling owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the dwelling owners shall be the

same as the undivided shares in the common elements appurtenant to the owners' dwellings prior to the termination.

22. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Master Deed and the Articles of Incorporation, Bylaws, and regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF the Developer has executed this Master Deed the day and year first above written.

THE WESTLANDS CORPORATION

By Robert C. Parrott, President

Attest:

Tom Pace, III, Secretary

Notarized September 22, 1978.

AMENDMENT TO MASTER DEED AND BY-LAWS OF
THE WESTLANDS,
A CONDOMINIUM

KNOW ALL PERSONS THAT whereas the undersigned, the Westlands Corporation, a Tennessee corporation, is the Developer of The Westlands, a condominium, same being located in the Sixth Civil District of Knox County, Tennessee, and within the 51st Ward of the City of Knoxville, Tennessee, and

WHEREAS, the Developer has established the said condominium under and pursuant to Tennessee Code Annotated, §64-2701, *et seq.*, and has placed of record a Master Deed and By-laws for said condominium in Deed Book 1660, Pages 578, *et seq.*, and

WHEREAS, the Master Deed and By-laws may be amended and modified by the Developer so as to allow enlargement of the condominium project by adding, in whole or in part, the “Additional Lands” described in said Master Deed, and

WHEREAS, the Developer has now determined that the said condominium should be enlarged and expanded so as to add additional units and a part of said “Additional Lands” to the regime established, and

WHEREAS, the Developer has caused a map to be placed of record in the Register’s Office for Knox County, Tennessee, in Map Book 73S, page 28, which Map depicts additional units which are to be added to the condominium as Phase II.

NOW, THEREFORE, the Developer aforesaid does hereby amend and modify the said Master Deed and ByLaws, pursuant to Paragraph 3 of the Master Deed and other applicable provisions of the same and of said ByLaws, as follows:

1. All units shown on the map of record in Map Book 73S, Page 28, in the said Register’s Office, same being numbered: 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 244, 246, 248, 250, 252, 254, 256, 258, 260, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286,

and 288, are hereby made a part of The Westlands, a condominium, and are submitted to the condominium regime in all particulars including, but not limited to, the terms and provisions of the Master Deed and By-Laws and of this Amendment.

2. The following described part of the “Additional Lands” reserved to the Developer in the said Master Deed is hereby submitted to the regime and made a part of The Westlands. The remaining portion of said “Additional Lands” referred to and described in the Master Deed aforesaid, is expressly reserved from and is not made a part of The Westlands. That part of the “Additional Lands” which is now submitted to and made a part of The Westlands, pursuant to and subject to the terms and provisions of the Master Deed, the By-Laws, and the Amendment, is more particularly described as follows:

BEING situated in the 6th District of Knox County, Tennessee, and the 51st Ward of the City of Knoxville and being more fully described as follows:

BEGINNING at a point or iron pin in the east right-of-way line of Crystal Lake Road, said point being located 871.98 feet from the north right-of-way of Northshore Drive as measured along the east right-of-way of Crystal Lake Road, produced; thence with the east right-of-way of Crystal Lake Road, N 4° 55' E, 65.02 feet, to an iron pin at the end of Crystal Lake Drive; thence with the end of Crystal Lake Drive and the line of Colonial Park Subdivision S 87° 59' W, 641.58 feet to an iron pin corner to J. B. Settlemyer; thence with Settlemyer's line, N 8° 57' E, 360.22 feet to a point; thence with a demarcation line for Westlands Phase II, being the boundary of property previously recorded as “The Westlands Condominiums” in Map Book 69-S, Page 11, the following calls and distances: S 81° 03' E, 195.00 feet; N 8° 57' E, 230.00 feet; S 84° 59' E, 227.38 feet; N 5° 01' E, 178.92 feet to a point in the line of H. C. Walter; thence with Walter's line, S 84° 59' E, 373.25 feet to an iron pin in the line of property of the State of Tennessee; thence with said line, S 5° 03' W, 625.40 feet to an iron pin; thence continuing with the line of the State of Tennessee, S 5° 05'

W, 115.19 feet to an iron pin corner to other property of the Westlands Corporation; thence with their line, N 85° 03' W, 198.27 feet to the point of BEGINNING, containing 10.7 acres ± as shown on map of Sehorn & Kennedy #16233-1, dated 6/15/81 and revised 7/7/81.

BEING part of the property conveyed to The Westlands Corporation by Warranty Deed dated July 8, 1980, from Tom T. Pace, III, and wife, Gayle Pace, and recorded in Deed Book 1710, Page 483, in the Register's Office for Knox County, Tennessee.

3. The "Notes" on the maps of The Westlands recorded in said Register's Office in Map Book 69-S, Page 11 and in Map Book 73S, Page 28, shall be deemed to apply to the units and area here added, as same are or might be relevant to the regime as here expanded and as same are related to the use and occupancy of the condominium by the owners of condominium units in The Westlands.

4. Pursuant to the provisions of Paragraph 3 of the Master Deed and pursuant to the other terms and provisions of same as here amended, and of the By-Laws established thereunder, Exhibit E of the Master Deed and the Bylaws are hereby amended and modified to reflect the following fractional shares of ownership of the common elements, the fractional shares of common expenses, and the voting rights of each unit owner in The Westlands as said condominium is now deemed to be expanded.

<u>UNIT NO.</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
102	1/61 st	1
104	1/61 st	1
106	1/61 st	1
108	1/61 st	1
110	1/61 st	1
112	1/61 st	1

FRACTIONS OF OWNERSHIP
IN COMMON ELEMENTS AND
PERCENTAGE BURDEN IN
COMMON ELEMENTS

NUMBER OF VOTES
TO WHICH ENTITLED

UNIT NO.

114	1/61 st	1
116	1/61 st	1
118	1/61 st	1
120	1/61 st	1
122	1/61 st	1
124	1/61 st	1
126	1/61 st	1
128	1/61 st	1
130	1/61 st	1
132	1/61 st	1
134	1/61 st	1
136	1/61 st	1
138	1/61 st	1
140	1/61 st	1
142	1/61 st	1
144	1/61 st	1
146	1/61 st	1
148	1/61 st	1
150	1/61 st	1
152	1/61 st	1
154	1/61 st	1
156	1/61 st	1
158	1/61 st	1
160	1/61 st	1
162	1/61 st	1
164	1/61 st	1
166	1/61 st	1
168	1/61 st	1
170	1/61 st	1
172	1/61 st	1
174	1/61 st	1
176	1/61 st	1
244	1/61 st	1
246	1/61 st	1
248	1/61 st	1
250	1/61 st	1
252	1/61 st	1

<u>UNIT NO.</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
254	1/61 st	1
256	1/61 st	1
258	1/61 st	1
260	1/61 st	1
262	1/61 st	1
264	1/61 st	1
266	1/61 st	1
268	1/61 st	1
270	1/61 st	1
272	1/61 st	1
274	1/61 st	1
276	1/61 st	1
278	1/61 st	1
280	1/61 st	1
282	1/61 st	1
284	1/61 st	1
286	1/61 st	1
288	1/61 st	1

5. Notwithstanding anything contained herein or in the said Master Deed and By-Laws as first placed of record, the Developer's rights, as defined in same, are not and shall not be altered or modified or diminished except as to ownership of such unsold units as may from time to time be or remain the property of the Developer, which hereby agrees that as to such units, the fractional shares and rights herein set forth (or which may later be set forth in further amendments to the Master Deed and By-Laws) shall be binding on the Developer as provided therein and in this Amendment.

6. As to Unit 288 shown on the map of record in Map Book 73S, Page 28: It can be seen that the said unit projects into the area which was designated as "common area" on the first map of The Westlands, which was recorded in Map Book 69-S, Page 11 in the said Register's Office. Due to this projection of Unit 288

into said area, the Developer, with the express approval and consent of The Westlands Association, which joins in this Instrument to evidence such approval and consent pursuant to the terms and provisions of the Master Deed aforesaid including, but not limited to, Paragraph 3 (d) thereof, hereby amends, modifies, changes, and alters the boundary of the common area designated on Map Book 69-S, Page 11, so as to eliminate any encroachment by Unit 288 on any common area, and so as to have the boundary of the said common area changed as said boundary line now shall proceed along and around Unit 288. It is the intent of this provision to ensure that Unit 288 does not and cannot be deemed to encroach on any common area.

IN WITNESS WHEREOF, the Westlands Corporation (Developer) and The Westlands Association, a Tennessee corporation, have caused this Instrument to be executed and their respective names to be signed by their duly authorized corporate officers on this 7 day of July, 1981.

The Westlands Corporation
By Robert C. Parrott, President

The Westlands Association
By Robert C. Parrott, President

Notarized July 7, 1981

SECOND AMENDMENT TO MASTER DEED AND BYLAWS OF
THE WESTLANDS, A CONDOMINIUM

KNOW ALL PERSONS THAT whereas the undersigned, The Westlands Corporation, a Tennessee corporation, is the developer of The Westlands, a condominium located in the Sixth (6th) Civil District of Knox County, Tennessee, and within the 51st Ward of the City of Knoxville, Tennessee; and

WHEREAS, the Developer has established the said condominium under and pursuant to Tennessee Code Annotated, Section 64-2701, et seq., and has placed of record a Master Deed and Bylaws for said condominium in Deed Book 1660, page 578, in the Register's Office for Knox County, Tennessee; and

WHEREAS, The Westlands Corporation has caused a map of Phase I of The Westlands to be recorded in the Register's Office for Knox County, Tennessee, of record in Map Book 69-S, page 11; and

WHEREAS, the Master Deed and Bylaws were amended by that certain amendment of record in Deed Book 1737, page 440, in the Register's Office for Knox County, Tennessee, to allow an enlargement of the condominium project by adding additional land described in the Master Deed; and

WHEREAS, The Westlands Corporation recorded a plat for Phase II of The Westlands as shown by map of record in Map Book 73-S, page 28, in the Register's Office for Knox Country, Tennessee; and

WHEREAS, The Westlands Corporation has amended the Plat of Phase II of The Westlands as shown by a revised plat of record in Map Book 81-S, page 4, in the Register's Office for Knox County, Tennessee; and

WHEREAS, the Developer has now determined that a portion of the additional land described in the aforesaid amendment should be subdivided into Phase III of The Westlands; and

WHEREAS, the Developer has caused a map of Phase III to be placed on record in the Register's Office for Knox County, Tennessee, in Map Book 80-S, page 41, which map depicts additional units which are to be added to the condominium regime as Phase III of The Westlands.

NOW, THEREFORE, the Developer aforesaid does hereby amend and modify the Master Deed and Bylaws, pursuant to Paragraph 3 of the Master Deed and other applicable provisions of the same in said Bylaws as follows:

1. All units shown on the map of record in Map Book 80-S, page 41, in the Register's Office for Knox County, Tennessee, the same being numbered: 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, and 200 are hereby made a part of The Westlands, a condominium, and are submitted to the condominium regime in all particulars including, but not limited to the terms and provisions of the Master Deed and Bylaws and of this and the proceeding amendment.

2. The units shown on Map Book 70-S, page 28, bearing numbers 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, and 176 are deleted and the units bearing numbers 154, 156, 158, 160, 162, 164, 166, 168, and 170 shown on Map Book 81-S, page 4, are substituted in their place.

3. The notes on the maps of The Westlands recorded in the Register's Office for Knox County, Tennessee, in Map Book 69-S, page 11; Map Book 70-S, page 28; Map Book 80-S, page 41; and Map Book 81-S, page 4, shall be deemed to apply to all the units in area here added, as the same are or might be relevant to the regime as here expanded and as the same are related to the use and occupancy of the condominium by the owners of the condominium units in The Westlands.

4. Pursuant to the provisions of Paragraph 3 of the Master Deed and pursuant to the other terms and provisions of same as here amended, and of the Bylaws established thereunder, Exhibit E of the Master Deed and Bylaws is hereby amended and modified to reflect the following fractional shares of ownership of the

common elements, the fractional share of common expenses, and the voting rights of each unit owner in The Westlands as said condominium is now deemed to be expanded.

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
102	69-S, 11	1.242%	1
104	69-S, 11	1.242%	1
106	69-S, 11	1.242%	1
108	69-S, 11	1.242%	1
110	69-S, 11	1.242%	1
112	69-S, 11	1.242%	1
114	69-S, 11	1.242%	1
116	69-S, 11	1.242%	1
118	69-S, 11	1.242%	1
120	69-S, 11	1.242%	1
122	69-S, 11	1.242%	1
124	69-S, 11	1.242%	1
126	69-S, 11	1.242%	1
128	69-S, 11	1.242%	1
130	69-S, 11	1.242%	1
132	69-S, 11	1.242%	1
134	69-S, 11	1.242%	1
136	69-S, 11	1.242%	1
138	69-S, 11	1.242%	1
140	69-S, 11	1.242%	1
142	69-S, 11	1.242%	1
144	69-S, 11	1.242%	1
146	73-S, 28	1.242%	1
148	73-S, 28	1.242%	1
150	73-S, 28	1.242%	1
152	73-S, 28	1.242%	1
154	81-S, 4	1.242%	1
156	81-S, 4	1.242%	1
158	81-S, 4	1.242%	1
160	81-S, 4	1.242%	1
162	81-S, 4	1.242%	1

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
164	81-S, 4	1.242%	1
166	81-S, 4	1.242%	1
168	81-S, 4	1.242%	1
170	81-S, 4	1.242%	1
244	73-S, 28	1.242%	1
246	73-S, 28	1.242%	1
248	73-S, 28	1.242%	1
250	73-S, 28	1.242%	1
252	73-S, 28	1.242%	1
254	73-S, 28	1.242%	1
256	73-S, 28	1.242%	1
258	73-S, 28	1.242%	1
260	73-S, 28	1.242%	1
262	73-S, 28	1.242%	1
264	73-S, 28	1.242%	1
266	73-S, 28	1.242%	1
268	73-S, 28	1.242%	1
270	73-S, 28	1.242%	1
272	73-S, 28	1.242%	1
274	73-S, 28	1.242%	1
276	73-S, 28	1.242%	1
278	73-S, 28	1.242%	1
280	73-S, 28	1.242%	1
282	73-S, 28	1.242%	1
284	73-S, 28	1.242%	1
286	73-S, 28	1.242%	1
288	73-S, 28	1.242%	1
171	80-S, 41	.932%	1
172	80-S, 41	.932%	1
173	80-S, 41	.932%	1
174	80-S, 41	.932%	1
175	80-S, 41	.932%	1
176	80-S, 41	.932%	1
177	80-S, 41	.932%	1
178	80-S, 41	.932%	1
179	80-S, 41	.932%	1
180	80-S, 41	.932%	1

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
181	80-S, 41	.932%	1
182	80-S, 41	.932%	1
183	80-S, 41	.932%	1
184	80-S, 41	.932%	1
185	80-S, 41	.932%	1
186	80-S, 41	.932%	1
187	80-S, 41	.932%	1
188	80-S, 41	.932%	1
189	80-S, 41	.932%	1
190	80-S, 41	.932%	1
191	80-S, 41	.932%	1
192	80-S, 41	.932%	1
193	80-S, 41	.932%	1
194	80-S, 41	.932%	1
195	80-S, 41	.932%	1
196	80-S, 41	.932%	1
197	80-S, 41	.932%	1
198	80-S, 41	.932%	1
199	80-S, 41	.932%	1
200	80-S, 41	.932%	1

5. Notwithstanding anything contained herein or in the Master Deed and Bylaws as first placed of record, the Developer's rights, as defined in the same, are not and shall not be altered or modified or diminished except as to the ownership of such unsold units as may from time to time be or remain the property of the Developer, which hereby agrees that as to such units, the fractional shares and rights herein set forth (or which may later be set forth in further amendments to the Master Deed and Bylaws) shall be binding on the Developer as provided therein and in this Amendment.

IN WITNESS WHEREOF, The Westlands Corporation (Developer) and The Westlands Association, a Tennessee Corporation, have caused this instrument to be

executed and their respective names to be signed by their duly authorized corporate officers on this 17th day of May, 1984.

THE WESTLANDS CORPORATION

By: Tom Pace, III, President

THIRD AMENDMENT TO MASTER DEED AND BYLAWS OF
THE WESTLANDS, A CONDOMINIUM

KNOW ALL PERSONS THAT whereas the undersigned, The Westlands Corporation, a Tennessee Corporation is the developer of The Westlands, a condominium located in the Sixth (6th) Civil District of Knox County, Tennessee, and within the 51st Ward of the City of Knoxville, Tennessee; and

WHEREAS, the Developer has established the said condominium under and pursuant to Tennessee Code Annotated, Section 66-27-101, et seq., and has placed of record a Master Deed and Bylaws for said condominium in Deed Book 1660, page 578, in the Register's Office for Knox County, Tennessee; and

WHEREAS, The Westlands Corporation has caused a map of Phase I of The Westlands to be recorded in the Register's Office for Knox County, Tennessee, of record in Map Book 69-S, page 11; and

WHEREAS, The Master Deed and Bylaws were amended by that certain amendment of record in Deed Book 1737, page 440, in the Register's Office for Knox County, Tennessee, to allow an enlargement of the condominium project by adding additional land described in the Master Deed; and

WHEREAS, The Westlands Corporation recorded a plat for Phase II of The Westlands as shown by map of record in Map Book 73-S, page 28, in the Register's Office for Knox County, Tennessee; and

WHEREAS, The Westlands Corporation has amended the Plat of Phase II of The Westlands as shown by a revised plat of record in Map Book 81-S, page 4, in the Register's Office for Knox County, Tennessee; and

WHEREAS, the Developer has caused a map of Phase III to be placed on record in the Register's Office for Knox County, Tennessee, in Map Book 80-S, page 41, which map depicts additional units which were to be added to the condominium regime as Phase III of The Westlands; and

WHEREAS, the Master Deed and Bylaws were amended by that certain amendment of record in Deed Book 187, Page 403, in the Register of Deeds Office for Knox County, Tennessee to allow for the enlargement of the development; and

WHEREAS, the Plat for Phase III was in error insofar as the units were not numbered in consecutive order to reflect the deletion of two (2) units from the proposed Phase III development and Developer has caused a revised map of Phase III to be placed of record in the Register's Office for Knox County, Tennessee in Map Book 82-S, Page 8, which map correctly depicts the units for Phase III of the Westlands.

NOW, THEREFORE, the Developer aforesaid does hereby amend and modify the Master Deed and Bylaws, pursuant to Paragraph 3 of the Master Deed and other applicable provisions of the same in said Bylaws as follows:

1. All units shown on the map of record in Map Book 82-S, page 8, in the Register's Office for Knox County, Tennessee, the same being numbered: 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197 and 198, are hereby made a part of The Westlands, a condominium, and are submitted to the condominium regime in all particulars including, but not limited to the terms and provisions of the Master Deed and Bylaws and of this and the preceding amendment.

2. The units shown in Map Book 80-S, page 41, bearing numbers 199 and 200 are deleted and the units are renumbered as shown in Map Book 82-S, page 8, in the Register of Deeds Office for Knox County, Tennessee.

3. The notes on the maps of The Westlands recorded in the Register's Office for Knox Country, Tennessee, in Map Book 69-S, page 11; Map Book 70-S, page 28; Map Book 80-S, page 41; Map Book 81-S, page 4; and Map Book 82-S, page 8, shall be deemed to apply to all the units, as the same are or might be relevant to the regime as here amended and as the same are related to the use and occupancy of the condominium by the owners of the condominium units in The Westlands.

4. Pursuant to the provisions of Paragraph 3 of the Master Deed and pursuant to the other terms and provisions of same as here amended, and of the Bylaws established thereunder, Exhibit E of the Master Deed and Bylaws is hereby amended and modified to reflect the following fractional shares of ownership of the common elements, the fractional shares of common expenses, and the voting rights of each unit owner in The Westlands as said condominium is now deemed to be expanded.

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
102	69-S, 11	1.266%	1
104	69-S, 11	1.266%	1
106	69-S, 11	1.266%	1
108	69-S, 11	1.266%	1
110	69-S, 11	1.266%	1
112	69-S, 11	1.266%	1
114	69-S, 11	1.266%	1
116	69-S, 11	1.266%	1
118	69-S, 11	1.266%	1
120	69-S, 11	1.266%	1
122	69-S, 11	1.266%	1
124	69-S, 11	1.266%	1
126	69-S, 11	1.266%	1
128	69-S, 11	1.266%	1
130	69-S, 11	1.266%	1
132	69-S, 11	1.266%	1
134	69-S, 11	1.266%	1
136	69-S, 11	1.266%	1
138	69-S, 11	1.266%	1
140	69-S, 11	1.266%	1
142	69-S, 11	1.266%	1
144	69-S, 11	1.266%	1
146	73-S, 28	1.266%	1
148	73-S, 28	1.266%	1
150	73-S, 28	1.266%	1
152	73-S, 28	1.266%	1
154	81-S, 4	1.266%	1

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
156	81-S, 4	1.266%	1
158	81-S, 4	1.266%	1
160	81-S, 4	1.266%	1
162	81-S, 4	1.266%	1
164	81-S, 4	1.266%	1
166	81-S, 4	1.266%	1
168	81-S, 4	1.266%	1
170	81-S, 4	1.266%	1
244	73-S, 28	1.266%	1
246	73-S, 28	1.266%	1
248	73-S, 28	1.266%	1
250	73-S, 28	1.266%	1
252	73-S, 28	1.266%	1
254	73-S, 28	1.266%	1
256	73-S, 28	1.266%	1
258	73-S, 28	1.266%	1
260	73-S, 28	1.266%	1
262	73-S, 28	1.266%	1
264	73-S, 28	1.266%	1
266	73-S, 28	1.266%	1
268	73-S, 28	1.266%	1
270	73-S, 28	1.266%	1
272	73-S, 28	1.266%	1
274	73-S, 28	1.266%	1
276	73-S, 28	1.266%	1
278	73-S, 28	1.266%	1
280	73-S, 28	1.266%	1
282	73-S, 28	1.266%	1
284	73-S, 28	1.266%	1
286	73-S, 28	1.266%	1
288	73-S, 28	1.266%	1
171	82-S, 8	.945%	1
172	82-S, 8	.945%	1
173	82-S, 8	.945%	1
174	82-S, 8	.945%	1
175	82-S, 8	.945%	1

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
176	82-S, 8	.945%	1
177	82-S, 8	.945%	1
178	82-S, 8	.945%	1
179	82-S, 8	.945%	1
180	82-S, 8	.945%	1
181	82-S, 8	.945%	1
182	82-S, 8	.945%	1
183	82-S, 8	.945%	1
184	82-S, 8	.945%	1
185	82-S, 8	.945%	1
186	82-S, 8	.945%	1
187	82-S, 8	.945%	1
188	82-S, 8	.945%	1
189	82-S, 8	.945%	1
190	82-S, 8	.945%	1
191	82-S, 8	.945%	1
192	82-S, 8	.945%	1
193	82-S, 8	.945%	1
194	82-S, 8	.945%	1
195	82-S, 8	.945%	1
196	82-S, 8	.945%	1
197	82-S, 8	.945%	1
198	82-S, 8	.945%	1

5. Notwithstanding anything contained herein or in the Master Deed and Bylaws as first placed of record, the Developer's rights, as defined in the same, are not and shall not be altered or modified or diminished except as to the ownership of such unsold units as may from time to time be or remain the property of the Developer, which hereby agrees that as to such units, the fractional shares and rights herein set forth (or which may later be set forth in further amendments to the Master Deed and Bylaws) shall be binding on the Developer as provided therein and in this Amendment.

IN WITNESS WHEREOF, The Westlands Corporation (Developer) and The Westlands Association, a Tennessee Corporation, have caused this instrument to be executed and their respective names to be signed by their duly authorized corporate officers on this 21 day of September, 1984.

THE WESTLANDS CORPORATION

By Tom Pace, III, President

THE WESTLAND ASSOCIATION

By Tom Pace, III, President

FOURTH AMENDMENT TO MASTER DEED AND BYLAWS OF
THE WESTLANDS, A CONDOMINIUM REGIME

KNOW ALL PERSONS THAT whereas the undersigned, The Westlands Corporation, a Tennessee corporation, is the Developer of The Westlands, a condominium regime located in the Sixth (6th) Civil District of Knox County, Tennessee, and within the 51st Ward of the City of Knoxville, Tennessee; and

WHEREAS, the Developer has established the said condominium under and pursuant to Tennessee Code Annotated, §66-27-101, et seq., and has placed of record a Master Deed and Bylaws for said condominium in Deed Book 1660, page 578, in the Register's Office for Knox County, Tennessee; and

WHEREAS, THE AFORESAID Master Deed and Bylaws were amended by those certain amendments of record in Deed Book 1737, page 440; Deed Book 1817, page 403; and Deed Book 1828, page 549, all in the Register's Office for Knox County, Tennessee; and

WHEREAS, the Developer caused a map of Phase III of the Project to be placed of record in Map Book 80-S, page 41, and to be corrected of record by map of record in Map Book 82-S, page 8, both of record in the Register's Office for Knox County, Tennessee; and

WHEREAS, the question has arisen regarding the location of the upper and the lower units shown on the aforesaid plat and the Developer desires to amend the Master Deed as previously amended to reflect the location of the units.

NOW, THEREFORE, the Developer does hereby amend and modify the Master Deed and Bylaws pursuant to paragraph 3 of the Master Deed and other applicable provisions of the Bylaws as follows:

All units shown in Map Book 82-S, page 8, that are even numbered shall be deemed to be lower level units, and all units shown as odd numbered units shall be deemed to be upper level units. Developer would show that these units are built directly above each other and as such there is an upper and lower unit.

All other terms and provisions of the Master Deed and Bylaws as amended shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF The Westlands Corporation (“Developer”) and The Westlands Association, a Tennessee corporation have caused this instrument to be executed and their respective names to be signed by their duly authorized corporate officers on this 26th day of April, 1985.

THE WESTLANDS CORPORATION

By Tom Pace, III, President

THE WESTLANDS ASSOCIATION

By Tom Pace, III, President

FIFTH AMENDMENT TO MASTER DEED AND BYLAWS OF
THE WESTLANDS, A CONDOMINIUM

KNOW ALL PERSONS THAT whereas the undersigned, The Westlands Corporation, a Tennessee corporation, is the developer of The Westlands, a condominium located in the Sixth (6th) Civil District of Knox County, Tennessee, and within the 51st Ward of the City of Knoxville, Tennessee; and

WHEREAS, the Developer has established the said condominium under and pursuant to Tennessee Code Annotated, Section 66-27-101, et seq., and has placed of record a Master Deed and Bylaws for said condominium of record in Deed Book 1660, page 578, in the Register's Office for Knox County, Tennessee; and

WHEREAS, The Westlands Corporation has caused a map of Phase I of The Westlands to be recorded in the Register's Office for Knox County, Tennessee, of record in Map Book 69-S, page 11; and

WHEREAS, the Master Deed and Bylaws were amended by that certain amendment of record in Deed Book 1737, page 440, in the Register's Office for Knox County, Tennessee, to allow an enlargement of the condominium project by adding additional land described in the Master Deed; and

WHEREAS, The Westlands Corporation recorded a plat for Phase II of The Westlands as shown by map of record in Map Book 73-S, page 26, revised in Map Book 73-S, page 28, both in the Register's Office for Knox County, Tennessee; and

WHEREAS, The Westlands Corporation has amended the Plat of Phase II of The Westlands as shown by a revised plat of record in Map Book 81-S, page 4, in the Register's Office for Knox County, Tennessee; and

WHEREAS, the Developer has caused a map of Phase III to be placed of record in the Register's Office for Knox County, Tennessee, in Map Book 80-S, page 41, which map depicts additional units which were to be added to the condominium regime as Phase III of The Westlands; and

WHEREAS, the Master Deed and Bylaws were amended by that certain amendment of record in Deed Book 1817, Page 403, in the Register of Deeds Office for Knox County, Tennessee to allow for the enlargement of the development; and

WHEREAS, the Plat for Phase III was in error insofar as the units were not numbered in consecutive order to reflect the deletion of two (2) units from the proposed Phase III development and Developer has caused a revised map of Phase III to be placed of record in the Register's Office for Knox County, Tennessee, in Map Book 82-S, Page 8, which Map correctly depicts the units for Phase III of the Westlands; and

WHEREAS, the Master Deed and Bylaws were amended by those certain amendments of record in Deed Book 1828, page 549, and Deed Book 1849, page 1102, both in the Register's Office for Knox County, Tennessee, to allow for renumbering and a modification of the fractional shares and ownership of the common elements for the development; and

WHEREAS, the Developer has amended the location of the units of Phase III and deleted certain units as shown by map of record in Map Book 85-S, page 16, in the Register's Office for Knox County, Tennessee.

NOW, THEREFORE, the Developer aforesaid does hereby amend and modify the Master Deed and Bylaws, pursuant to Paragraph 3 of the Master Deed and other applicable provisions of the same in said Bylaws as follows:

1. All units shown on the map of record in Map Book 85-S, page 16, in the Register's Office for Knox County, Tennessee, the same being numbered: 171, 172, 173, 174, 175, 176, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197 and 198, are hereby made a part of The Westlands, a condominium, and are submitted to the condominium regime in all particulars including, but not limited to the terms and provisions of the Master Deed and Bylaws and of this and the preceding amendment.

2. The units shown on Map Book 80-S, page 41, bearing numbers 171 through 180 inclusive are deleted and the units are renumbered and relocated as shown in Map Book 85-S, page 16, in the Register of Deeds Office for Knox County, Tennessee.

3. The notes on the maps of The Westlands recorded in the Register's Office for Knox County, Tennessee, in Map Book 69-S, page 11; Map Book 70-S, page 28; Map Book 80-S, page 41; Map Book 81-S, page 4; Map Book 82-S, page 8, and Map Book 85-S, page 16, shall be deemed to apply to all the units, as the same are or might be relevant to the regime as here amended and as the same are related to the use and occupancy of the condominium by the owners of the condominium units in The Westlands.

4. Pursuant to the provisions of Paragraph 3 of the Master Deed and pursuant to the other terms and provisions of same as here amended, and of the Bylaws established thereunder, Exhibit E of the Master Deed and Bylaws is hereby amended and modified to reflect the following fractional shares of ownership of the common elements, the fractional shares of common expenses, and the voting rights of each unit owner in The Westlands as said condominium is now deemed to be expanded.

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
102	69-S, 11	1.314%	1
104	69-S, 11	1.314%	1
106	69-S, 11	1.314%	1
108	69-S, 11	1.314%	1
110	69-S, 11	1.314%	1
112	69-S, 11	1.314%	1
114	69-S, 11	1.314%	1
116	69-S, 11	1.314%	1
118	69-S, 11	1.314%	1

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
120	69-S, 11	1.314%	1
122	69-S, 11	1.314%	1
124	69-S, 11	1.314%	1
126	69-S, 11	1.314%	1
128	69-S, 11	1.314%	1
130	69-S, 11	1.314%	1
132	69-S, 11	1.314%	1
134	69-S, 11	1.314%	1
136	69-S, 11	1.314%	1
138	69-S, 11	1.314%	1
140	69-S, 11	1.314%	1
142	69-S, 11	1.314%	1
146	73-S, 28	1.314%	1
148	73-S, 28	1.314%	1
150	73-S, 28	1.314%	1
152	73-S, 28	1.314%	1
154	81-S, 4	1.314%	1
156	81-S, 4	1.314%	1
158	81-S, 4	1.314%	1
160	81-S, 4	1.314%	1
162	81-S, 4	1.314%	1
164	81-S, 4	1.314%	1
166	81-S, 4	1.314%	1
168	81-S, 4	1.314%	1
170	81-S, 4	1.314%	1
244	73-S, 28	1.314%	1
246	73-S, 28	1.314%	1
248	73-S, 28	1.314%	1
250	73-S, 28	1.314%	1
252	73-S, 28	1.314%	1
254	73-S, 28	1.314%	1
256	73-S, 28	1.314%	1
258	73-S, 28	1.314%	1
260	73-S, 28	1.314%	1
262	73-S, 28	1.314%	1
264	73-S, 28	1.314%	1
266	73-S, 28	1.314%	1

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
268	73-S, 28	1.314%	1
270	73-S, 28	1.314%	1
272	73-S, 28	1.314%	1
274	73-S, 28	1.314%	1
276	73-S, 28	1.314%	1
278	73-S, 28	1.314%	1
280	73-S, 28	1.314%	1
282	73-S, 28	1.314%	1
284	73-S, 28	1.314%	1
286	73-S, 28	1.314%	1
288	73-S, 28	1.314%	1
171	85-S, 16	1.314%	1
172	85-S, 16	1.314%	1
173	85-S, 16	1.314%	1
174	85-S, 16	1.314%	1
175	85-S, 16	1.314%	1
176	85-S, 16	1.314%	1
177	85-S, 16	.957%	1
178	85-S, 16	.957%	1
179	85-S, 16	.957%	1
180	85-S, 16	.957%	1
181	85-S, 16	.957%	1
182	85-S, 16	.957%	1
183	85-S, 16	.957%	1
184	85-S, 16	.957%	1
185	85-S, 16	.957%	1
186	85-S, 16	.957%	1
187	85-S, 16	.957%	1
188	85-S, 16	.957%	1
189	85-S, 16	.957%	1
190	85-S, 16	.957%	1
191	85-S, 16	.957%	1
192	85-S, 16	.957%	1
193	85-S, 16	.957%	1
194	85-S, 16	.957%	1
195	85-S, 16	.957%	1

196	85-S, 16	.957%	1
197	85-S, 16	.957%	1
198	85-S, 16	.957%	1

5. Notwithstanding anything contained herein or in the Master Deed and Bylaws as first placed of record, the Developer's rights, as defined in the same, are not and shall not be altered or modified or diminished except as to the ownership of such unsold units as may from time to time be or remain the property of the Developer, which hereby agrees that as to such units, the fractional shares and rights herein set forth (or which may later be set forth in further amendments to the Master Deed and Bylaws) shall be binding on the Developer as provided therein and in this Amendment.

IN WITNESS WHEREOF, The Westlands Corporation (Developer) and The Westlands Association, a Tennessee Corporation, have caused this instrument to be executed and their respective names to be signed by their duly authorized corporate officers on this 4th day of October, 1985.

THE WESTLANDS CORPORATION

By Tom Pace, III, President

THE WESTLANDS ASSOCIATION

By Tom Pace, III, President

SIXTH AMENDMENT TO MASTER DEED OF
THE WESTLANDS, A CONDOMINIUM

WHEREAS, The Westlands is a condominium development located in the Sixth Civil District of Knox County, Tennessee and within the 51st Ward of the City of Knoxville, Tennessee, as more particularly described in the plats of record in Map Book 69-S, page 11, in Map Book 73-S, page 26, in Map Book 73-S, page 28, in Map Book 81-S, page 4, in Map Book 80-S, page 41, in Map Book 82-S, page 8, and in Map Book 85-S, page 16, each in the Register's Office for Knox County, Tennessee, to which plats reference is hereby made; and

WHEREAS, The Westlands was established as a condominium pursuant to the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101, *et seq.*, by that certain Master Deed recorded in Deed Book 1660, page 578, as subsequently amended by instruments of record in Deed Book 1737, page 440, in Deed Book 1817, page 403, in Deed Book 1828, page 549, in Deed Book 1849, page 1102, and in Deed Book 1862, page 264, and Instrument 200006220042318 and Instrument 200006220042319, each in the Register's Office for Knox County, Tennessee, in which instruments reference is hereby made (the Master Deed and amendments being hereinafter collectively referred to as the "Master Deed"); and

WHEREAS, due to the inadvertent omission of unit 144 from the previous amendment to the Master Deed, the allocation of voting rights, fractional ownership interest, and fractional responsibility for expenses of The Westlands was not properly accounted for, and The Association desires to correct such ministerial error; and

WHEREAS, by resolution duly adopted in accordance with the requirements of the Master Deed, the Association has agreed to amend the Master Deed as provided herein and now desires to place this instrument of record amending the Master Deed as set forth below.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration paid into the hands of the Association, the receipt and sufficiency of which are hereby acknowledged, and pursuant to paragraph 20 of the Master Deed and such other paragraphs and provisions thereof as are applicable, the Association hereby amends and modifies the Master Deed to reflect the following fractional shares of ownership of the common elements, the fractional shares of common expenses, and the voting rights of each unit owner in The Westlands, as now constituted.

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
102	69-S, 11	1.293%	1
104	69-S, 11	1.293%	1
106	69-S, 11	1.293%	1
108	69-S, 11	1.293%	1
110	69-S, 11	1.293%	1
112	69-S, 11	1.293%	1
114	69-S, 11	1.293%	1
116	69-S, 11	1.293%	1
118	69-S, 11	1.293%	1
120	69-S, 11	1.293%	1
122	69-S, 11	1.293%	1
124	69-S, 11	1.293%	1
126	69-S, 11	1.293%	1
128	69-S, 11	1.293%	1
130	69-S, 11	1.293%	1
132	69-S, 11	1.293%	1
134	69-S, 11	1.293%	1
136	69-S, 11	1.293%	1
138	69-S, 11	1.293%	1
140	69-S, 11	1.293%	1
142	69-S, 11	1.293%	1
144	69-S, 11	1.293%	1
146	73-S, 28	1.293%	1
148	73-S, 28	1.293%	1

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
150	73-S, 28	1.293%	1
152	73-S, 28	1.293%	1
154	81-S, 4	1.293%	1
156	81-S, 4	1.293%	1
158	81-S, 4	1.293%	1
160	81-S, 4	1.293%	1
162	81-S, 4	1.293%	1
164	81-S, 4	1.293%	1
166	81-S, 4	1.293%	1
168	81-S, 4	1.293%	1
170	81-S, 4	1.293%	1
244	73-S, 28	1.293%	1
246	73-S, 28	1.293%	1
248	73-S, 28	1.293%	1
250	73-S, 28	1.293%	1
252	73-S, 28	1.293%	1
254	73-S, 28	1.293%	1
256	73-S, 28	1.293%	1
258	73-S, 28	1.293%	1
260	73-S, 28	1.293%	1
262	73-S, 28	1.293%	1
264	73-S, 28	1.293%	1
266	73-S, 28	1.293%	1
268	73-S, 28	1.293%	1
270	73-S, 28	1.293%	1
272	73-S, 28	1.293%	1
274	73-S, 28	1.293%	1
276	73-S, 28	1.293%	1
278	73-S, 28	1.293%	1
280	73-S, 28	1.293%	1
282	73-S, 28	1.293%	1
284	73-S, 28	1.293%	1
286	73-S, 28	1.293%	1
288	73-S, 28	1.293%	1
171	85-S, 16	1.293%	1
172	85-S, 16	1.293%	1
173	85-S, 16	1.293%	1

<u>UNIT NO.</u>	<u>MAP BOOK & PAGE</u>	<u>FRACTIONS OF OWNERSHIP IN COMMON ELEMENTS AND PERCENTAGE BURDEN IN COMMON ELEMENTS</u>	<u>NUMBER OF VOTES TO WHICH ENTITLED</u>
174	85-S, 16	1.293%	1
175	85-S, 16	1.293%	1
176	85-S, 16	1.293%	1
177	85-S, 16	.957%	1
178	85-S, 16	.957%	1
179	85-S, 16	.957%	1
180	85-S, 16	.957%	1
181	85-S, 16	.957%	1
182	85-S, 16	.957%	1
183	85-S, 16	.957%	1
184	85-S, 16	.957%	1
185	85-S, 16	.957%	1
186	85-S, 16	.957%	1
187	85-S, 16	.957%	1
188	85-S, 16	.957%	1
189	85-S, 16	.957%	1
190	85-S, 16	.957%	1
191	85-S, 16	.957%	1
192	85-S, 16	.957%	1
193	85-S, 16	.957%	1
194	85-S, 16	.957%	1
195	85-S, 16	.957%	1
196	85-S, 16	.957%	1
197	85-S, 16	.957%	1
198	85-S, 16	.957%	1

Capitalized terms not otherwise defined herein shall continue to have the same meanings as previously ascribed to them in the Master Deed. Except to the extent herein specifically modified, the Master Deed, as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the Secretary and President of The Westlands Association, have signed the name of the corporation hereto (the officers of said

corporation acting pursuant to the authority and affirmative vote of the board of directors and members of the Association), on this 19th day of May, 2004.

The Westlands Association

By Charles F. Sawyer, President

By Susan G. Tisdale, Secretary

SEVENTH AMENDMENT TO MASTER DEED OF
THE WESTLANDS, A CONDOMINIUM


Section 23. Short Term Rentals Prohibited. No Dwelling Unit or any portion thereof shall be used for any short-term rental, short-term license, and/or short-term occupancy of any type or character, where the term of rental, license and/or occupancy is less than twelve (12) consecutive months. Further, no Dwelling Unit or any portion thereof shall be advertised, marketed, listed, or rented through any commercial short-term rental services including, but not limited to, Airbnb.com, Homeaway.com, or vrbo.com. In addition to the enforcement provisions otherwise provided in the Master Deed, any violation of this particular Section shall be subject to fines assessed by the Association as set forth herein below. On the first violation by a particular Dwelling Unit owner of any provision of this Section, the Association shall notify the offending Dwelling Unit owner in writing of the violation and request that such Dwelling Unit owner promptly take corrective action. If the offending Dwelling Unit owner fails to take corrective action within seven (7) days following delivery of such notice of the first violation, the Association shall commence imposing a fine in the amount of two times the then current monthly Association Assessments for the Dwelling Unit against the offending Dwelling Unit owner for each successive day that the Dwelling Unit owner remains in violation of any provision of this Section. All fines imposed by the Association for violations of this Section shall constitute charges and liens on the Dwelling Unit of any offending Dwelling Unit owner in favor of the Association, which liens shall be of equal priority to the liens for assessments provided for in Section 8 herein.

Approved by vote of more than 75% of homeowners on 12.30.2020

THE WESTLANDS ASSOCIATION
By: David Kirkpatrick, President

Nick McBride
Register of Deeds
Knox County

**SEVENTH AMENDMENT TO MASTER DEED
OF THE WESTLANDS, A CONDOMINIUM**


Knox County, TN Page: 1 of 5
REC'D FOR REC 2/16/2021 3:42 PM
RECORD FEE: \$27.00 T20210010204
M. TAX: \$0.00 T. TAX: \$0.00
202102160066665

THIS SEVENTH AMENDMENT TO MASTER DEED OF THE WESTLANDS, A CONDOMINIUM is made this 30th day of December, 2020, by the owners of Units in The Westlands Condominiums.

WITNESSETH:

WHEREAS, the original Master Deed of The Westlands, a Condominium dated September 22, 1978, was recorded by the Knox County, Tennessee Register of Deeds in Deed Book 1660, page 578 et seq.; and amended by various Amendments of record in Deed Book 1737, page 440 et seq., Deed Book 1817 page 403 et seq., Deed Book 1828 page 549 et seq., Deed Book 1849 page 1102 et seq., Deed Book 1862 page 264 et seq., Instrument 200006220042318, Instrument 200006220042319, and Instrument 200405250108242, (collectively the "Master Deed").

WHEREAS, the owners of Units in The Westlands Condominiums desire to Amend the Master Deed as set forth in this SEVENTH AMENDMENT TO MASTER DEED OF THE WESTLANDS, A CONDOMINIUM.

NOW THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the undersigned Unit Owners hereby Amend the Master Deed as follows:

- 1.) Section 23 is hereby added to the Master Deed as follows:

Section 23. Short Term Rentals Prohibited. No Dwelling Unit or any portion thereof shall be used for any short-term rental, short-term license and/or short-term occupancy for compensation, of any type or character, where the term of rental, license and/or occupancy is less than twelve (12) consecutive months. Further, no Dwelling Unit or any portion thereof shall be advertised, marketed, listed, or rented through any commercial short-term rental services including, but not limited to, Airbnb.com, Homeaway.com, or vrbo.com. In addition to the enforcement provisions otherwise provided in the Master Deed, any violation of this particular Section shall be subject to fines assessed by the Association as set forth herein below. On the first violation by a particular Dwelling Unit owner of any provision of this Section, the Association shall notify the offending Dwelling Unit owner in writing of the violation and request that such Dwelling Unit owner promptly take corrective action. If the offending Dwelling Unit owner fails to take corrective action within seven (7) days following delivery of such notice of the first violation, the Association shall commence imposing a fine of two times the monthly HOA fee amount for the unit against the offending Dwelling Unit owner for each successive day that the Dwelling Unit owner remains in violation of any provision of this Section. All fines imposed by the Association for violations of this Section shall constitute charges and liens on the Dwelling

Unit of any offending Dwelling Unit owner in favor of the Association, which liens shall be of equal priority to the liens for assessments provided for in Sections herein.

THE WESTLANDS ASSOCIATION CERTIFICATION:

The President of The Westlands Association hereby certifies that at least seventy-five present (75%) the Dwelling Unit Owners of The Westlands Condominiums and at least seventy-five present (75%) the Members of the Board of Directors of The Westlands Association have voted at the Meeting of The Westlands Association on 12/30/20 to approve this Seventh Amendment to Master Deed of The Westlands, a Condominium (as evidenced by the voting roster attached herewith).

BY: *David Kirkpatrick*

ITS: President

STATE OF TENNESSEE)
COUNTY OF KNOX)

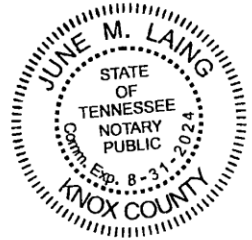
THIS INSTRUMENT WAS PREPARED BY
Kennedy Montgomery Finley
NAME ADDRESS
550 main St
4th floor
Knoxville, TN. 37901

Personally appeared before me, the undersigned authority, a duly commissioned Notary Public in and for the State and County aforesaid, DAVID KIRKPATRICK with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the President of the The Westlands Association, and is authorized to execute this Certification of the Seventh Amendment to Master Deed of The Westlands, a Condominium for the purposes herein contained.

Witness my hand, at office, this 5th day of JANUARY 2020

JUNE LAING, Notary Public

My Commission Expires: August 31, 2024



VOTING ROSTER FOR ANNUAL MEETING ON 12/30/20