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KNOXVILLE, TENNESSEE 37902

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

MASTER DEED FOR JOSHUAS LANDING CONDOMINIUMS

THIS MASTER DEED is made and executed in Knox County, Tennessee, as of the ____ day of March, 2006, by **Don W. Duncan and Rosa Lee Duncan**, hereinafter referred to collectively as the "Developers" or "Declarants", pursuant to the provisions of the Horizontal Property Act of the State of Tennessee, being Section 66-27-101, et seq., of the Tennessee Code Annotated, hereinafter referred to as the "Act".

WITNESSETH:

WHEREAS, the Developers are the owners of certain real property (hereinafter referred to as the "Land") located in Knox County, Tennessee, and more particularly described as follows:

SITUATED in District Seven (7) of Knox County, Tennessee, and within the 34th Ward of the City of Knoxville, Tennessee, and being all of that certain tract of land known and designated as **Joshuas Landing - Unit 1**, as shown by map of same of record under **Instrument 200507200006237**, in the Register's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description.

BEING a portion of the property conveyed to Don W. Duncan and wife, Rosa Lee Duncan, by Ray Lee Jenkins, sole devisee under the Last Will and Testament of Nell H. Jenkins, deceased, and wife, Michele A. Jenkins, by Warranty Deed dated October 28, 2003, of record under **Instrument 200311040050062**, in the Register's Office for Knox County, Tennessee.

WHEREAS, the Developers are the owners in fee simple of the Land and have constructed, or are in the process of constructing, certain improvements thereon consisting of multi-unit buildings and appurtenances and amenities thereto (the Land, together with all buildings, improvements, structures, right of ways and easements, whether now or hereafter located thereon or made appurtenant thereto, are collectively referred to hereinafter as the "Property"), and it is the desire and intention of the Developers to divide the project into units and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed;

WHEREAS, it is the desire, intent and purpose of the Developers by this Master Deed and attached exhibits, to submit the Property to the provisions of the Act; and to establish a project in which each individual unit may be and shall be owned, possessed, leased, sold, conveyed and encumbered as if it were solely and entirely independent of the other units in the buildings and in which the unit owner has an exclusive ownership of his or her unit and has a common right to share with other owners in the Common Elements of the Land and buildings not constituting an individual unit.

DECLARATION

NOW, THEREFORE, for and in consideration of the premises, in consideration of the reliance hereon by the purchasers of the individual units, and as authorized by the Act, the Developers, for themselves and their successors and assigns, do hereby covenant, establish and confirm unto any persons having or acquiring an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns, as follows:

ARTICLE I
ESTABLISHMENT OF HORIZONTAL PROPERTY REGIME

The Developers hereby submit the Property to the provisions of the Act in order to establish a horizontal property regime known as "Joshuas Landing Condominiums." By the recording of this Master Deed, the Developers hereby publish and declare that the Property is held and shall be held, conveyed, hypothecated, mortgaged, encumbered, leased, rented, used, occupied and improved in accordance with the provisions of the Act and subject to the covenants, conditions, restrictions, uses, limitations, and obligations of this Master Deed, which shall be deemed to run with the Land and shall be a burden and benefit to the Developers, their successors and assigns and any person acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns. References herein to the "Condominium" or to "Joshuas Landing Condominiums" shall refer to the horizontal property regime hereby established with respect to the Property and the improvements thereto as contemplated herein.

ARTICLE II
DEFINITIONS

Unless the context clearly indicates a different meaning thereof, certain terms as used in this Master Deed (whether capitalized or not) shall be defined as follows:

(a). "Common Elements" includes all items defined as general and limited common elements in the Act, and shall be all portions of the Property other than the Units.

(b). "Common Element Expenses" means the expenses or financial liabilities for the operation of Joshuas Landing Condominiums, including: (i) expenses of administration, insurance, maintenance, operation, repair, or replacement of the General Common Elements, including but not limited to, any taxes and special assessments attributable to the General Common Elements; (ii) expenses agreed upon and designated as Common Element Expenses by the Condominium Association; (iii) expenses declared Common Element Expenses pursuant to the provisions of this Master Deed, the Condominium Bylaws, or the Act; (iv) any valid charge against Joshuas Landing Condominiums as a whole; and (v) such reasonable reserves as may be established by the Condominium Association, whether held in trust or by the Condominium Association, for repair, maintenance, replacement, or addition to the Common Elements or any other real or personal property acquired or held by the Condominium Association.

(c). "Condominium Association" means Joshuas Landing Homeowners Association, Inc., a Tennessee non-profit corporation, its successors and assigns. A copy of the Charter of Joshuas Landing Condominium Association, Inc. is attached hereto as Exhibit A and shall be hereinafter referred to as the "Condominium Charter."

(d). "Condominium Board of Directors" means the governing body of the Condominium Association with the powers and duties set forth in the Condominium Bylaws.

(e). "Condominium Bylaws" means the bylaws for the administration of Joshuas Landing Condominiums by the Condominium Association contained in Exhibit B attached hereto, as the same may be amended from time to time. The terms of the Condominium Bylaws are hereby incorporated into this Master Deed, but this Master Deed shall control in the event that any provision of the Condominium Bylaws shall conflict with any provision of this Master Deed.

(f). "Condominium Rules and Regulations" means the rules and regulations concerning the use of the Property and operation and functions of the Condominium Association as from time to time are in effect.

(g). "Eligible Mortgagee" means a beneficiary or holder of a deed of trust or mortgage whereby such



holder holds a first security interest in a Unit which has notified the Condominium Association, in writing, of its name and address and pertinent Unit number. The term Eligible Mortgagee shall also include, unless the context otherwise requires, any insurer or guarantor of a first security interest in a Unit which has notified the Condominium Association, in writing, of its name and address and pertinent Unit number.

(h). "General Common Elements" means all Common Elements other than Limited Common Elements.

(i). "Limited Common Elements" means a portion of the Common Elements reserved for the exclusive use of owners of such Units to which they may be appurtenant as hereinafter set forth.

(j). "Master Deed" means this documents relating to the Property pursuant to the provisions of the Act, as the same may be amended from time to time.

(k). "Mortgage" means a deed of trust as well as a mortgage.

(l). "Plans" shall mean and refer to the plans attached hereto as Exhibit D, and shall include any new plans added thereto in accordance with the provisions of this Master Deed.

(m). "Plat" means and refers to Exhibit C attached hereto, and shall include any new plats or surveys showing a more detailed location of any completed structures, buildings and Units which may be recorded hereinafter in accordance with the provisions of this Master Deed. As of the date of recording of this Master Deed, Exhibit C has not been totally completed and only shows the location of **Units 3, 4, 5, 10 and 11**, and it shall be completed as the Developers determine the exact location of the remaining Units, and the Master Deed shall be amended accordingly.

(n). "Property" means the entire interest of the Developers in the Land to be divided and developed into residential condominium units including the buildings, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, the General Common Elements, and all articles of personal property intended for common use in connection therewith.

(o). "Unit Owner" means "co-owner" as defined by the Act, but excluding those having such interest merely as security for the performance of an obligation.

(p). "Residential Owner" means any Unit Owner other than the Developers, a builder of a Unit or Units who is holding such Unit or Units for sale to a Residential Owner, or any party who has acquired a Unit for security purposes only.

(q). "Unit" means an "apartment" as defined by the Act and shall be a portion of Joshuas Landing Condominiums designated and intended for separate ownership or occupancy as set forth therein.

ARTICLE III DEVELOPMENT PLAN

Joshuas Landing Condominiums has been or will be developed in the following manner:

(a). Name. The name of the condominium project is "Joshuas Landing Condominiums".

(b). Plans. The improvements upon the Land have been or will be constructed in substantial accordance with the Plans, subject to modification as may be requested by a Unit Owner and approved by the Developers during the Developer Control Period or which the Developers choose to make in their own discretion, with the exhibits attached hereto as Exhibit D. The Plans depict the floor plans for the Units. The Developers expressly reserve the right to add additional Plans to the Master Deed in their sole discretion



as long as such additional Plans do not substantially alter the boundaries of the General Common Elements, and, if such additional Plans are so added, the Master Deed shall be amended by adding additional exhibits depicting the additional Plans.

(c). Units. Joshuas Landing Condominiums shall consist of seventy-nine (79) Units constructed on the Land in the locations shown on the Plat. Party walls exist between certain of the Units as shown on the Plat.

(d). Unit Types. Joshuas Landing Condominiums shall have four (4) or more different Unit types identified by floor plans designated as *The Amesbury*, *The Brentwood*, *The Wellington*, and *The Westbury* as respectively depicted on Exhibit D; provided however, that in the event the Plans are modified to add additional Unit types by the Developers, the Master Deed shall be amended by adding additional exhibits depicting such Unit types. An index of Unit types is attached hereto as Exhibit E showing the Unit types and area thereof to be constructed on each Unit. As of the date of recording of this Master Deed, Exhibit E has not been completed, and it shall be completed as the Developers determine the exact Unit type to be constructed on each Unit and the Master Deed shall be amended accordingly.

(e). Other Improvements. Joshuas Landing Condominiums shall include landscaping and driveways, all of which are part of the Common Elements and which are or will be located substantially as shown on the Plans and the Plat.

(f). Amendment and Alteration of Plat and Plans. Developers reserve the right to change the interior design and arrangement of any Unit, as long as Developers own the Unit so altered or, with respect to any Unit owned by another party, with the consent of that party. However, no such changes shall increase the total number of Units, nor substantially alter the boundaries of the General Common Elements, without prior written approval or as otherwise expressly provided herein.

ARTICLE IV UNIT BOUNDARIES

Each individual Unit shall consist of all the improvements and space therein within the boundary lines for that Unit as set out on the Plat and Plans attached hereto. However, nothing contained herein shall be construed to include any of the Land as part of an individual Unit.

The boundaries of each Unit shall be determined in the following manner:

(a). The upper boundary of the Unit shall be the plane of the lower surfaces of the unfinished ceiling of the highest floor of the Unit.

(b). The lower boundary of the Unit shall be the plane of the upper surfaces of the floor slab of the first ground-level floor of the Unit.

(c). The vertical boundaries of the Unit shall be (1) the undecorated interior surface of the outside walls of the building bounding a Unit except where there is attached to the building a balcony, deck, patio, terrace, canopy, stairway or other portion of the building serving only the Unit to be bounded, including Limited Common Elements designated by the Plat and/or the Plans, in which event the boundaries shall be such as will include all of the structures and fixtures thereon, and (2) the centerline of the common interior walls bounding a Unit, which interior walls are shared with another Unit.

(d). In determining the components of what constitutes the makeup of a Unit, each Unit shall include the floor system (flooring and structural supports) between the first ground-level floor and second floor of each Unit (and the floor system between the second floor and the third floor for each Unit with a basement), wall coverings, carpet, ceiling coverings and coatings, cabinetry, appliances and lighting fixtures exclusively



serving a specific Unit and located within the boundaries of each Unit, as such boundaries are defined and determine in subsections (a), (b) and (c) above.

ARTICLE V GENERAL COMMON ELEMENTS

The General Common Elements consist of the entire Property other than Units and Limited Common Elements (as further defined herein), including, by way of description but without limitation, the following:

(a). The Land described hereinabove whether improved or unimproved, except for the portion of the Land described in Article VI, subsection (g), which shall be considered a Limited Common Element;

(b). All foundations, main exterior walls, exterior surfaces (exclusive of doors and windows designated to serve a single Unit), dormers and roofs;

(c). All private streets and street curbs, subject to the easements and provisions set forth in this Master Deed;

(d). Any fence installed by the Developers on the Land, and all appurtenances thereto;

(e). Any controlled access entrance to the Land, including an electronic gate and all appurtenances thereto;

(f). Public connections, conduits, utility lines, and meters for gas, electricity, telephone, and water not owned by the public utility or other agencies providing such services and serving more than one Unit;

(g). Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds and serving multiple Units;

(h). Any easement or other right which may now or hereafter be granted for the benefit of the Unit owners or others for access to or use of the Common Elements or for other purposes;

(i). All tangible personal property required for the operation, maintenance and administration of Joshuas Landing Condominiums which may be owned by the Condominium Association; and

(j). All other facilities or elements of improvement located upon the Property necessary or convenient to the management, operation, maintenance and safety of Joshuas Landing Condominiums or normally in common use.

ARTICLE VI LIMITED COMMON ELEMENTS

The Limited Common Elements shall be for the exclusive use of the Unit to which they are appurtenant as they may appear on the Plat and/or the Plans. Ownership of the Unit and the Limited Common Elements may not be divided, and any transfer of the Unit shall include a transfer of the Limited Common Elements appurtenant thereto. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(a). If a chute, chimney, flue, pipe, duct, wire, conduit, bearing wall, bearing column, fence, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is part of the Common Elements.



(b). Any shutters, awnings, window boxes, doorsteps, stoops, decks, balconies, patios, exterior lighting and each exterior door and window or other fixture designed to serve a single Unit that is located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit served and their use is limited to that Unit.

(c). Walkways, steps and driveways which provide access to a single Unit, shall be Limited Common Elements allocated exclusively to the Unit served, and their use is limited to that Unit subject to the Condominium Rules and Regulations. Driveways which provide access to two Units shall be deemed joint driveways which shall be Limited Common Elements allocated (in an undivided manner as to said two Units) exclusively to the two Units served, and their use is limited to those two Units subject to the provisions of the Condominium Rules and Regulations.

(d). Storm windows and storm doors, if any, shall be Limited Common Elements of the Unit which they service.

(e). Mailboxes, name plats and exterior lamp poles exclusively serving a specific Unit and located outside of the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit served and their use is limited to that Unit.

(f). Mechanical equipment, utility boxes, HVAC pads, etc. not owned by a public utility or other entity and serving only one Unit shall be Limited Common Elements allocated exclusively to the Unit served and their use is limited to that Unit.

(g). An area extending fifteen (15) feet from the rear of each Unit and the width of the interior of such Unit shall be a Limited Common Element of the Unit.

ARTICLE VII RIGHTS AND USE OF COMMON ELEMENTS

(a). Each Unit Owner shall have an estate in fee simple and shall acquire as an appurtenance thereto an undivided Allocated Interest in and to the Common Elements which shall not be divisible from the Unit to which it appertains.

(b). The General Common Elements are hereby declared to be subject to a perpetual nonexclusive easement in favor of all Unit Owners for their use and the use of their immediate families, guests and invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended and such easement shall be appurtenant to and shall pass with the title to each Unit.

(c). There shall be a perpetual and appurtenant right of ingress and egress to each Unit. Notwithstanding anything to the contrary herein contained, there shall be no restriction on the right of ingress and egress. No amendment to the Master Deed, Condominium Bylaws, or any Condominium Rule or Regulation shall in any way restrict any Unit Owner's right of ingress and egress to any Unit. The right of ingress and egress shall pass with title to the Unit.

(d). So long as the Condominium has not been terminated, the Common Elements shall not be subject to partition or division, and further, no Owner shall have the right to bring any action in the nature requiring partition or division of co-ownership.

(e). Notwithstanding anything to the contrary herein contained, there shall be no right of first refusal or similar restriction on the alienation of any Unit whether now or hereinafter located in Joshuas Landing Condominiums.



ARTICLE VIII
LIABILITY FOR COMMON ELEMENT EXPENSES

Each Unit Owner who is a Residential Owner and whose liability to pay a portion of the Common Element Expenses has commenced pursuant to this Article shall be liable for and shall pay a portion of the Common Element Expenses which is equal to the amount of such expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of such Unit Owners who are Residential Owners. As each person or entity becomes a member of the Condominium Association, such new member shall be assessed a pro-rata portion of the Common Element Expenses for the year in which the earlier of the following two dates occurs: (a) the first anniversary date such person or entity becomes a member of the Condominium Association, or (b) the date the person's or entity's Unit is suitable for construction.

ARTICLE IX:
MAINTENANCE, REPAIR, ALTERATION, AND REPLACEMENT
OF UNITS AND LIMITED COMMON ELEMENTS

(a). The responsibility of the Unit Owner shall be: (i) to maintain, repair and, if necessary, replace, at such Unit Owner's sole cost and expense, all portions of its Unit and the Limited-Common Elements appurtenant thereto; (ii) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the Unit is located or the Limited Common Elements; and (iii) to promptly report to the Condominium Association any defects or needs for repairs the responsibility for which is that of the Condominium Association.

(b). If any Unit Owner, after the receipt of written notice from the Condominium Board of Directors, fails or neglects in any way to perform any obligation with respect to the first class maintenance of its Unit or Limited Common Elements appurtenant thereto, the Condominium Board of Directors shall have the right to perform or cause to be performed such maintenance and all sums expended and all costs and expenses incurred in connection with such maintenance by the Condominium Board of Directors shall be immediately due and payable by such Unit Owner to the Condominium Association and shall, for all purposes hereunder, constitute an expense payable solely by such Unit Owner. In the event such Unit Owner fails to pay the expense within ten (10) days after receipt of written notice from the Condominium Board of Directors of the amount due, such sums shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, from the date when due until paid.

(c). Except as otherwise provided in this Master Deed, Unit Owners shall not make any structural alterations, changes, modifications, or improvements to the exterior of the building in which the Unit is located or the Limited Common Elements appurtenant thereto without the prior written approval of the Condominium Board of Directors. Written notice of any intended change, improvement or modification shall be given to the Condominium Board of Directors, setting forth details and requesting approval. The Condominium Board of Directors shall consider the request and decide whether or not approval should be granted, and in doing so the Condominium Board of Directors shall take into consideration such factors as uniformity of exterior appearance and overall aesthetic impact of the proposed improvements or changes. The Condominium Board of Directors shall have the obligation to answer the written request within sixty (60) days after such request is received, and the failure to do so within the stipulated time shall constitute the Condominium Board of Directors' consent. Prior to, and as a condition of the granting of its consent, the Board may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alterations, changes, additions or improvements may be made, including, but without limitation, the days and hours during which any work may be performed. Approval by the Condominium Board of Directors of any structural alterations, additions or improvements by Unit Owners shall not in any way be deemed or construed to mean that such alterations, improvements, or additions are in compliance with laws, ordinances, and regulations of any governmental authorities, and such compliance shall be (i) a condition to any structural alterations, additions or



improvements by a Unit Owner even if Condominium Board of Director approval has been obtained, and (ii) the sole responsibility of the Unit Owner. The provisions of this subsection shall not apply to the Developers or Units owned by the Developers to the extent that the provisions of this subsection would be in conflict with provisions concerning the Developers' Reserved Rights or any other special developmental rights provided to the Developers.

ARTICLE X MAINTENANCE, REPAIR, ALTERATION, AND REPLACEMENT OF GENERAL COMMON ELEMENTS

(a). The maintenance, repair and, if necessary, replacement of the General Common Elements shall be the responsibility and the expense of the Condominium Association.

(b). After the completion of the improvements which are contemplated by this Master Deed, the Plat and the Plans, there shall be no alteration or further improvement of the real property constituting the General Common Elements without prior approval in writing by the Unit Owners of not less than seventy-five percent (75%) of the General Common Elements, except (i) as provided in the Condominium Bylaws, and (ii) changes in the landscaping sought by the Developers during the Developer Control Period so long as the government standards for landscaping required under applicable governmental regulations for the improvements which are contemplated by this Master Deed are met or exceeded.

(c). Except as otherwise provided in this Master Deed or the Condominium Bylaws, all alterations, additions or improvements in or to any General Common Elements shall be made by the Condominium Association. The cost and expenses of all maintenance, repair, alterations and replacement of the General Common Elements shall be charged to all Unit owners as a Common Element Expense. No Unit Owner shall undertake to modify any portion of the General Common Elements.

ARTICLE XI COMMON ELEMENT ASSESSMENTS

(a). Every Unit Owner by acceptance of a deed to a Unit shall be deemed to covenant and agree to pay the Condominium Association a proportionate share of the Common Element Expenses ("Assessments"), which proportionate share shall be calculated pursuant to the terms of Article VIII hereof.

(b). Common Element Expenses attributable to fewer than all Units shall be allocated in the following manner: (i) any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed to the Unit; (ii) if a Common Element Expense is caused by the negligence or misconduct of a Unit Owner the Condominium Association may assess that expense exclusively against that Unit Owner's Unit; (iii) fees, late charges, collection costs, and interest charged against a Unit Owner pursuant to the terms of this Master Deed or Condominium Bylaws are enforceable as assessments.

(c). The Condominium Board of Directors shall set the amount of Assessments, and such amounts shall be reasonably sufficient to pay all Common Element Expenses. Assessments shall be due and payable monthly, quarterly or semi-annually, in the manner prescribed by the Condominium Board of Directors.

(d). The Condominium Board of Directors may levy Special Assessments applicable for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the General Common Elements, including necessary fixtures, equipment, and other personal property related thereto or for other lawful purposes, provided that any such Special Assessments shall be apportioned in the same manner as the regular Assessments and shall receive the assent of seventy-five percent (75%) of all the votes eligible to be cast by all of the Unit Owners.



(e). The Condominium Association shall have a lien against a Unit for default in payment of Assessments. Such lien shall secure the timely payment of Assessments and shall also secure the payment of interest, costs, and reasonable attorney's fees in accordance with the provisions of this Master Deed, the Condominium Bylaws or applicable law. The Assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who was the Unit Owner at the time the Assessment fell due. The personal obligation of the Unit Owner for delinquent Assessments shall not be deemed to pass to any successors in title unless expressly assumed by them or unless required by law. All record Unit Owners shall be jointly and severally liable with respect to the Assessments.

(f). No offsets against any Assessment shall be permitted for any reason whatsoever, including, without limitation, any claim that the Condominium Association is not properly discharging its duties. Further, no Unit Owner may be exempted from contributing to the Assessments by waiver of use or enjoyment of the Common Elements or by abandonment of any Unit or otherwise.

(g). Assessments and installments thereon paid on or before then (10) days after the date when due shall not bear interest, but all sums not paid on or before then (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by applicable law, whichever is less, 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. Assessments may be collected monthly, quarterly or semi-annually in advance, as determined in the sole discretion of the Condominium Board of Directors.

(h). In any foreclosure of a lien for Assessments, the Unit Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Condominium Association shall be entitled to the appointment of a receiver to collect such rental.

(i). To the extent permitted by the Act, any lien which the Condominium Association may have against a Unit under the Act or under this Master Deed shall be subordinate to the lien or equivalent security interest of a first Mortgage on the Unit recorded prior to the date any such lien for Assessments was recorded.

(j). To the extent permitted by the Act, any mortgagee holding a first Mortgage on a Unit who obtains title to the Unit as a result of foreclosure of the first Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, is not liable for the Assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be a Common Element Expense collectable from all of the Unit Owners. Any such sale or transfer pursuant to a foreclosure, however, shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from, the lien of any Assessments made or arising thereafter. Such foreclosure, or transfer in lieu of foreclosure, shall in no way affect, limit or abrogate the personal liability of the predecessor Unit Owner for such unpaid Assessments, and the Condominium Association's right with respect to such predecessor Unit Owner shall not be diminished.

ARTICLE XII PERCENTAGE OF ELIGIBLE MORTGAGEES

Whenever in this Master Deed the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding security interest in Units which in the aggregate have allocated to them specified percentage of votes in the Condominium Association when compared to the total allocated to all Units then subject to security interests held by Eligible Mortgagees.



ARTICLE XIII
AMENDMENT TO DOCUMENTS

Except as otherwise provided herein, this Master Deed may be amended in accordance with the following provisions:

(a). Any amendments other than an amendment by the Developers adding additional Unit types or amending Exhibit E or amending Exhibit C to show the location of Units not previously shown as their location is determined by the Developers which may be done by Developers without the consent of any other party, shall be approved by a vote of at least seventy-five percent (75%) of all votes entitled to be cast in the affairs of the Condominium Association pursuant to the terms and conditions of the Condominium Bylaws.

(b). No amendment shall change the portion of the Common Element Expenses to be paid by a Unit Owner or affect the priority of any Mortgage, unless the record Unit Owner of the Unit affected and all lienholders thereon give their approval in writing.

(c). The amendment shall be executed by the President and one (1) other officer of the Condominium Association and duly recorded in the Register's Office for Knox County, Tennessee; provided, however, that in the event the Developers exercise their right to amend this Master Deed pursuant to the terms hereof, such signature by officers of the Condominium Association shall not be required; provided further, however, that the Developers shall certify that the amendment has been adopted pursuant to the particular terms hereof, such provisions granting the authority of the Developers to so amend this Master Deed. Further during the Developer Control Period, the Developers shall be entitled to sign (by themselves) and record any amendment so adopted pursuant thereto.

(d). Notwithstanding anything to the contrary herein contained, during the Developer Control Period, the Developers shall have the right to amend this Master Deed, the Condominium Charter and the Condominium Bylaws so as to conform with applicable laws, governmental regulations, and statutes, and to meet the requirements of lending institutions and agencies associated with Joshuas Landing Condominiums so that the Condominium and said documents are "approved" to correct any inconsistencies or inadequacies therein and/or to more particularly locate (by legal description if necessary) the exterior boundaries of a specific Unit(s), so as to meet the requirements of lending institutions and agencies.

(e). Notwithstanding any lower requirement permitted by this Master Deed or the Act, no provision of this Master Deed (or its exhibits) that establishes, provides for, governs or regulates any of the following shall be materially amended, nor shall any such provision have any material term added to it, without the vote of at least seventy-five percent (75%) of the Unit Owners and the approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees: (i) voting rights; (ii) Assessments, Assessment liens or subordination of assessment liens; (iii) responsibility for maintenance, repairs and replacement of Common Elements and other portions of the Condominium; (iv) rights to use of the Common Elements; (v) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (vi) convertibility of any Units into Common Elements or vice versa; (vii) expansion or contraction of Joshuas Landing Condominiums, or the addition, annexation or withdrawal of real property to or from Joshuas Landing Condominiums; (viii) Imposition of any restriction upon any Unit Owner's right to sell his Unit; (ix) any amendment affecting any decision by the Condominium Association to establish self-management when professional management has been required previously by at least fifty-one percent (51%) of the Eligible Mortgagees; (x) any change in the manner of restoration or repair of the Property after casualty; (xi) any amendment affecting action to terminate the legal status of the Condominium regime; (xii) any action affecting insurance or fidelity bonds; (xiii) reserves for maintenance, repair and replacement of the Common Elements; or (xiv) any amendment affecting provisions that expressly benefit holders of Mortgages or insurers of first Mortgages on any Unit.

The Limitations of this subsection (f) shall not apply to any amendment or termination of the Condominium regime made as a result of destruction, damage, or condemnation pursuant to other provisions of this Master

Deed, nor shall they apply to any reallocation of interests in the Common Elements that might occur pursuant to any plan of expansion or phased development.

ARTICLE XIV NOTICES OF ACTION

All Eligible Mortgagees will be entitled to timely written notice of:

(a). Any proposed amendment to the Condominium instruments affecting a change in the boundaries of a Unit or the exclusive easement rights appertaining thereto; the interests in the General Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Element Expenses appertaining to any Unit; or the purpose to which any Unit or the Common Elements are restricted.

(b). Any proposed termination of the Condominium regime.

(c). Any condemnation or casualty loss that affects either a material portion of Joshuas Landing Condominiums or the Unit securing its Mortgage.

(d). Any 60-day delinquency in the payment of Assessments or charges owned by a Unit Owner of any Unit on which it holds the Mortgage (or insures or guarantees such Mortgage).

(e). Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association.

(f). Any proposed amendment to this Master Deed that requires the consent of a specified percentage of Eligible Mortgagees as provided in Article XIII above.

ARTICLE XV CONDOMINIUM ASSOCIATION

The operation of Joshuas Landing Condominiums shall be by the Condominium Association, which shall fulfill its functions pursuant to the following provisions:

(a). The members of the Condominium Association shall be the Unit Owners.

(b). Notwithstanding the duty and right of the Condominium Association to maintain, repair and, if necessary, replace parts of the Property, the Condominium Association shall not be liable for injury or, if necessary, replacement, caused by any latent condition of the Property to be maintained and repaired by the Condominium Association, nor for injury or damage caused by the elements or other Units Owners or persons.

(c). The share of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the member's Unit.

(d). The Condominium Association shall have a right of entry upon the Units and Limited Common Elements to effect emergency repairs. The Condominium Association shall also have a reasonable right of entry upon the Units and Limited Common Elements to effect other repairs, maintenance, replacement and improvements deemed necessary.

ARTICLE XVI
DEVELOPERS' RESERVED RIGHTS

The Developers hereby reserve the following rights:

(a). The right of amendment to this Master Deed to change the size and floor plan of any Units and to set forth such additional Unit types as further exhibits to this Master Deed.

(b). The right to withdraw and grant easements to public utilities, municipalities, the State of Tennessee, riparian owners, etc., so as to effectuate the development plan pertaining to Joshuas Landing Condominiums.

(c). The right to maintain ingress and egress easements over and upon the Common Elements for purposes of construction and repair.

(d). The right to complete the improvements as shown on the Plat.

(e). The right to maintain sales offices, management offices, and model Units within Joshuas Landing Condominiums, so long as the Developers own the Unit so employed.

(f). The right to maintain any and all easements over the Common Elements for the purposes of making improvements within Joshuas Landing Condominiums.

(g). The right to post signs and displays on the Common Elements to promote sales of Units, and to conduct sales activities in a manner which will not unreasonably disturb the Unit Owners.

(h). The right to store and secure construction materials on the Common Elements.

(i). The right to add additional Unit types and to amend the Master Deed to reflect the addition of such Unit types and their location, to amend Exhibit E of the Master Deed as it is determined which Unit types will be constructed on each Unit, and to amend Exhibit C of the Master Deed to show the location of Units not previously shown as their location is determined by the Developers.

It is understood, acknowledged and agreed by each of the Unit Owners, upon their acceptance of a deed for their respective Unit, that, in exercising their rights under this Article, the Developers may cause certain noises, dust and other construction related situations which are the result of construction activities.

ARTICLE XVII
LIMITATIONS ON DEVELOPERS' RESERVED RIGHTS

The Developers' Reserved Rights are limited as follows:

(a). The Developers' Reserved Rights may be exercised at any time, but more than four (4) years from the date following the first conveyance to a Unit purchaser; and

(b). All Units and Common Elements created pursuant to the Developers' Reserved Rights will be restricted to residential use and subject to the Master Deed in the same manner and to the same extent as the Units created under this Master Deed as initially recorded.

(c). The rights of the Developers under this Master Deed (including, without limitation, the right to develop the Property in accordance with the Plans and the Developers' Reserved Rights) may be assigned to any successor(s) by an express assignment in a recorded instrument, including without limitation, a deed, an option, or a lease. This Master Deed shall not be construed in any way to limit the right of the Developers



at any time prior to such an assignment to establish additional licenses, reservations, and rights of way to itself, to utility companies, or to others as may be reasonably necessary to the property development and disposal of property owned by the Developers.

ARTICLE XVIII DEVELOPER CONTROL PERIOD AND TRANSFER

During the Developer Control Period, the Developers shall be members of the Condominium Association, shall hold seventy-five percent (75%) of the voting power of the membership of the Condominium Association, and shall be entitled to cast seventy-five percent (75%) of all votes cast in the affairs of the Condominium Association. During the Developer Control Period the Developers shall be entitled to, among other things, appoint and remove the officers and members of the Condominium Board of Directors. Upon the expiration of the Developer Control Period, the Developers shall relinquish all rights through which they may directly or indirectly control, direct, modify or veto any action of the Condominium Association, the Condominium Board of Directors or a majority of the Unit Owners, and control of the Condominium Association shall pass to the Unit Owners. The "Developer Control Period" (as such term is used herein) shall commence on the date hereof and shall expire on the date which is four (4) years from the first conveyance of a Unit to a Residential Owner.

Provided however, that following the Developers' transfer of control, nothing herein shall be construed to limit the Developers' rights to exercise the votes allocated to the Units which they own.

ARTICLE XIX INSURANCE

(a). To the extent reasonably available, the Condominium Board of Directors shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available and the Condominium Board of Directors determines that any insurance described herein will not be maintained, the Condominium Board of Directors shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addressed.

(b). The Condominium Board of Directors shall obtain property insurance covering all personal property and fixtures owned by the Condominium Association and all buildings and improvements that are part of the Common Elements in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation, excavation and other items normally excluded from coverage. Such other perils normally covered by a standard or extended coverage endorsement, and such other perils as are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, if available.

Insurance policies required by this subsection (b) shall provide that: (i) the insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner; (ii) an act or omission by a Unit Owner will not void the policy or be a condition to recovery under the policy; (iii) if, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the policy of the Condominium Association provides primary insurance; (iv) loss must be adjusted with the Condominium Association; (v) insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Condominium Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee; (vi) the insurer may not cancel or refuse to renew the policy until ten (10) days after written notice of the proposed cancellation or non-renewal has been mailed to the Condominium Association, each Unit Owner, and each holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses; (vii) the name of the insured shall be substantially as follows: "Joshuas Landing Condominium Association, Inc., for the use and benefit of the individual Unit Owners"; (viii) in addition, any fixtures, equipment and other property within any Unit that is to be financed



by a Mortgage to be purchased by FmHA or FHLMC (regardless of whether or not such property is part of the Common Elements) must be covered in such insurance policy; and (ix) such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area in which the Condominium is located.

(c). Comprehensive general liability insurance, including medical payments insurance, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements and public ways of the Property or with the activities of the Condominium Association. Coverage shall be in amounts determined to be reasonable by the Condominium Board of Directors but in no event less than One Million Dollars (\$1,000,000.00) for bodily injury, death and property damage arising out of a single occurrence.

Insurance policies carried pursuant to this subsection (c) shall provide that: (i) each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Condominium Association; (ii) the insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner; (iii) an act or omission by a Unit Owner will not void the policy or be a condition to recovery under the policy; (iv) if at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Condominium Association provides primary insurance; and (v) the insurer issuing the policy may not cancel or refuse to renew it until ten (10) days after notice of the proposed cancellation or non-renewal has been mailed to the Condominium Association, each Unit Owner, and each holder of a first Mortgage to whom a certificate or memorandum of insurance has been issued at their last known address.

(d). Workers compensation insurance as required by law.

(e). Flood insurance to the extent required by the Revised Legal Policies printed as Appendix 24 (Number 4265.1HG4) by the United States Department of Housing and Urban Development (elsewhere herein "HUD") after any determination by the Secretary of HUD that the Property has special flood hazards insurance under NFIP.

(f). A blanket fidelity bond (to the extent reasonably available and at a cost satisfactory to the Condominium Board of Directors) shall be maintained by the Condominium Association for all officers, directors and employees of the Condominium Association and for anyone who either handles or is responsible for funds of the Condominium Association or funds held or compensation for their services. The bond shall name the Condominium Association as obligee and shall cover the maximum funds that will be in the custody of the Condominium Association or of the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' Assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days written notice to the Condominium Association, to each holder of a security interest in a Unit, to each servicer or insurer of a mortgagee on a Unit, and to the insurance Trustee, if any, before the bond can be canceled or substantially modified for any reason.

(g). Such other insurance as the Condominium Board of Directors shall determine from time to time to be desirable in terms of both coverage and cost. Such other insurance may include, but need not be limited to, property insurance to cover all non-load bearing partition walls located within the Units, the floor system (flooring and structural supports) between the first ground-level floor and the second (or third) floor of each Unit, and deemed to be a part of the Units utilizing the definition of a Unit set forth above to the extent that such insurance is available to be obtained by the Condominium Association (the "Interior Wall Insurance"). If the Condominium Board of Directors elects to obtain and maintain the Interior Wall Insurance, insurance policies with respect thereto shall be in an amount equal to one hundred percent (100%) of the current replacement costs and the insurance policy requirements shall be the same as the insurance policy requirements for other property insurance to be obtained by the Condominium Board of Directors and described in subsection (b) of this Article. Notwithstanding any right of the Condominium



Association to procure Interior Wall Insurance, absent the procurement of such insurance by the Condominium Association, the insurance responsibility for such interior non-load bearing partition walls and the floor system shall be the responsibility of the Unit Owners for the interior walls and floor systems located within their respective Units. In addition, nothing contained in this subsection giving the Condominium Association the right to procure Interior Wall Insurance shall preclude the Unit Owners, or any of them, from also procuring similar insurance and, to the extent that the individual Unit Owners do not procure such insurance and the Condominium Association does not obtain and/or maintain Interior Wall Insurance, the risk of loss remains with the Unit Owners with respect to said interior walls and floor systems located within their respective Units.

(h). To the fullest extent permitted by law, and to the extent that the Condominium Association has procured insurance which covers any loss relating to any aspect of the Condominium or the Units and such insurance proceeds are available to make repairs with respect to portions of the Condominium, including some or all of the Units, each of the Unit Owners waives the liability of the other Unit Owners, the Condominium Association, and the Condominium Board of Directors with respect to the cause of any such loss so covered by said insurance.

(i). Premiums upon insurance policies purchased by the Condominium Association shall be paid by the Condominium Association as a Common Element Expense. The Condominium Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Element Expense.

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

(k). Each Unit Owner shall obtain insurance on its Unit (including the Limited Common Elements serving such Unit) and on personal property belonging to such Unit Owner at its own expense; provided, however, that no Unit Owner shall be entitled to maintain insurance coverage in such a way as to decrease the amount which the Condominium Board of Directors, on behalf of all Unit Owners and their mortgagees, may realize under any insurance policy which the Condominium Board of Directors may have in force on the Property at any particular time.

(l). Any Unit Owner who obtains an individual insurance policy covering any portion of the Property, other than its Unit (including the Limited Common Elements serving such Unit) and personal property belonging to such Unit Owner, shall file a copy of such insurance policy with the Condominium Board of Directors within thirty (30) days after the purchase of such insurance. The Condominium Association shall use generally acceptable insurance carriers.

ARTICLE XX RESPONSIBILITY OF INSURANCE TRUSTEE

(a). Notwithstanding any other provision or requirement of the Master Deed relating to property or liability insurance, the Condominium Association may name as an insured, on behalf of the Condominium Association, the Condominium Association's authorized representative, including any trustee with whom the Condominium Association may enter into any insurance trust agreement or any successor to such trustee, which may be (but shall not be required to be) any commercial bank regulated by the Federal Deposit Insurance Corporation in Tennessee having trust power that is selected by the Condominium Board of Directors as trustee (herein referred to as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. To the fullest extent permitted under law, each Unit Owner shall be deemed by acceptance of his deed, to appoint and agree to appoint the Condominium

Association or Insurance Trustee as attorney-in-fact (such appointment being irrevocable and coupled with a legal interest) for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish this purposes.

(b). All insurance policies purchased by the Condominium Association shall provide that, during any period when the appointment of an Insurance Trustee remains effective, proceeds covering property losses shall be paid to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies, or for the failure to collect any insurance proceeds.

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

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

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

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

(iv) In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Condominium Association as to the names of the Unit Owners and their respective share of the distribution, and as to whether or not the building(s) in which the Unit owned by a Unit Owner is to be reconstructed or repaired.

ARTICLE XXI RECONSTRUCTION OR REPAIR OF DAMAGED PROPERTY

(a). If the General Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined that Joshuas Landing Condominiums shall be terminated.

(b). If the damaged property is any of all of the buildings in which any Units are located, and if Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Condominium Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined hereunder that Joshuas Landing Condominiums shall be terminated.

(c). If the damaged property is any or all of the buildings in which any Units are located, and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Condominium Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and Joshuas Landing Condominiums will be terminated under Article XXVII below unless within sixty (60) days after the casualty, the Unit Owners of at least seventy-five percent (75%) of the Common Elements agree in writing to such reconstruction or repair (provided, however, that such termination of the Condominium regime following substantial destruction shall occur without the approval of the Eligible Mortgagees of Units to which are allocated at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Mortgagees). No mortgagee shall have any right to participate in the

determination as to whether damaged property should be reconstructed or repaired.

(d). Any reconstruction or repair must be substantially in accordance with the Plans, unless a departure from the Plans is approved by fifty-one percent (51%) of Eligible Mortgagees and the Condominium Board of Directors. In addition, if the damaged property is one (1) or more of the buildings in which any Units are located, such departure must be approved by the Units Owners of not less than seventy-five percent (75%) of the Common Elements, including the Unit Owners of all damaged Units, which approval shall not be unreasonably withheld.

(e). Unless otherwise required by applicable law, no allocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Property may be effected without the approval of the Eligible Mortgagees of first Mortgages on Units to which are allocated at least fifty-one percent (51%) of the votes of the Units subject to Mortgages held by Eligible Mortgagees.

ARTICLE XXII RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS

(a). If damage occurs only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit 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 Condominium Association.

(b). Immediately after a casualty causing damage to property for which the Condominium Association has the responsibility of maintenance and repair, the Condominium 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 Condominium Association, assessments shall be made against the Unit Owners who own the damaged property, and against all Unit 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 construction or following the completion of construction. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

(d). If the amount of the estimated costs of reconstruction and repairs for which the Condominium Association is responsible is more than Five Thousand Dollars (\$5,000.00), the sums paid upon assessments to meet such costs shall be deposited by the Condominium Association with the Insurance Trustee (if an Insurance Trustee has been appointed in accordance with the provisions hereof). In all other cases, the Condominium 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 or the Condominium Association, as the case may be, shall be disbursed as follows:

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

(ii) The portion of insurance proceeds relating to damage, the reconstruction and repair of

which is the responsibility of the Condominium Association, shall be distributed in payment of the costs of such repair and reconstruction in the manner required by the Condominium Board of Directors and upon approval of an architect qualified to practice in Tennessee and employed by the Condominium Association to supervise the work.

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

ARTICLE XXIII CONDEMNATION

The Condominium Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements, or any part thereof, by the condemning authority. For that purpose, each Unit Owner, by accepting a deed, appoints and agrees to appoint the Condominium Association as his attorney-in-fact, such appointment being irrevocable and coupled with a legal interest. The Condominium Association may appoint an agent, representative or trustee to act on behalf of the Unit Owners in carrying out the foregoing functions. In the event of a condemnation, the award or proceeds of settlement shall be payable to the Condominium Association, or any trustee, to be held in trust for the Units Owners and their first Mortgage holders as their interests may appear.

ARTICLE XXIV USE RESTRICTIONS

The use of Joshuas Landing Condominiums shall be in accordance with the following provisions:

(a). Each of the Units shall be occupied only by a family, its servants, and guests, as a residence and for no other purpose. No Unit may be leased and occupancy shall be limited to those persons set forth in the immediately preceding sentence, subject, however, to the express rights of the Developers to lease any Unit which they have completed but not sold to a third party. No Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Master Deed, in accordance with the provisions hereof, to show the changes in the Units 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 Unit Owners.

(c). No use or practice shall be permitted on the 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 shall be allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements (general or limited) which will increase the rate of insurance upon the Property. No immoral, improper, offensive or unlawful use shall be made of the 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, replacement or repair of the Property shall be the same as the responsibility for the maintenance, repair and replacement of the Property concerned. No rooms may be rented or transient guests accommodated.

(d). Until the Developers have completed and sold all of the Units, neither the Unit Owners' nor the Condominium Association's use of the Property shall interfere with the completion of the contemplated improvements or the sale of the Units. The Developers may make such use of the unsold Units and Common Elements 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 of such Units. In addition, as set forth above, the Developers may lease any unsold Unit.

(e). The use of Joshuas Landing Condominiums shall be further governed by the Condominium Rules and Regulations as may be promulgated from time to time by the Condominium Board of Directors.

ARTICLE XXV NOTICE OF LIEN OR SUIT

(a). A Unit Owner shall give notice of the Condominium Association of every lien upon his Unit other than for permitted Mortgages, property taxes, and special assessments, within five (5) days after the attaching of the lien. Failure to comply with this subsection (a) will not affect the validity of any judicial sale.

(b). Notice shall be given to the Condominium Association of every suit or other proceeding which may affect the title to his Unit within five (5) days after the Unit Owner receives knowledge thereof.

ARTICLE XXVI COMPLIANCE AND DEFAULT

(a). Each Unit Owner shall be governed by and shall comply with the terms of this Master Deed, the Condominium Charter, the Condominium Bylaws, and the Condominium Rules and Regulations adopted pursuant thereto, as they may be amended from time to time. A default shall entitle the Condominium Association and any aggrieved Unit Owner to the relief described in subsection (b) below in addition to the remedies provided by the Act. The Condominium Association and aggrieved Unit Owners shall have rights of action against Unit Owners for failure to comply with the provisions of this Master Deed, the Condominium Bylaws, or the Condominium Rules and Regulations, or with decisions of the Condominium Association made pursuant to authority granted the Condominium Association in such documents. Unit Owners shall have similar rights of action against the Condominium Association for any such failure to comply.

(b). A Unit 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 guests, employees, agents, or licensees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Condominium Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit. The prevailing party shall be entitled to recover the costs of any proceeding to enforce the remedies authorized hereby or by the Act and such reasonable attorney's fees as may be awarded by the court.

(c). The failure of the Condominium Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, this Master Deed, the Condominium Charter, the Condominium Bylaws, or the Condominium Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XXVII TERMINATION

In addition to the manner provided by the Act, Joshuas Landing Condominiums may be terminated in the following manner:

(a). In the event it is determined under Article XXI hereof that the buildings in which the Units are located shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated by agreement, subject to the requirement of consent by Eligible Mortgagees as set out in Article XXI.



(b). The Condominium regime may be terminated at any time by approval in writing of all of the Unit Owners and by all Eligible Mortgagees. If the proposed termination is submitted to a meeting of the members of the Condominium Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the Unit Owners of not less than seventy-five percent (75%) of the Common Elements, and of the record owners of liens upon the same seventy-five percent (75%) of the Common Elements, are obtained not later than thirty (30) days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners by written notice given during the period ending on the sixtieth (60th) day from the date of such meeting.

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

(d). The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (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 arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; 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 thirty (30) days following the determination of the sales price, whether such determination is by agreement of the parties or pursuant to the arbitration provisions above.

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

(f). After termination of the Condominium regime, the Unit Owners shall own the condominium property and the assets of the Condominium 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 Unit Owners which shall be the same as the undivided shares in the Common Elements appurtenant to the Unit Owner's Unit prior to the termination.

ARTICLE XXVIII EASEMENTS

(a). In the event any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or any other Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

(b). The Condominium Association shall have the right and power to grant easements, permits, and licenses upon, across, over, and under all or any portion of the General Common Elements for ingress, egress, installation, replacing, repairing, or maintaining all utilities, including but not limited to, water, gas, electricity, telephone, sewer, and cable, and for all other purposes reasonably necessary or useful for the proper maintenance and operation of Joshuas Landing Condominiums.



ARTICLE XXIX
SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, subsection, sentence, clause or other provision of this Master Deed, the Condominium Charter, the Condominium Bylaws, or the Condominium Rules and Regulations shall not affect the validity of the remaining portions thereof.

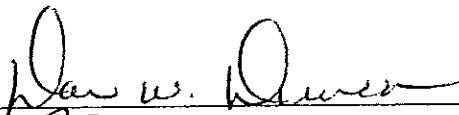
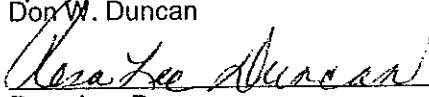
ARTICLE XXX
POWER OF ATTORNEY

The Condominium Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control, and deal with the interest of such Unit Owners in the Common Elements of the Condominium to permit the Condominium Board of Directors to fulfill all of its powers, rights, functions and duties. The Condominium Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner, each mortgagee (including, without limitations, the Eligible Mortgagees), other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Condominium Board of Directors and to execute and deliver releases upon the payment of claims. The Condominium Board of Directors may grant and accept easements and licenses pursuant to applicable law and this Master Deed. The Condominium Board of Directors shall have the full power to assert, defend, compromise, adjust, and settle claims or actions related to the Common Elements. All of the appointments in this Article shall be and are coupled with a legal interest.

ARTICLE XXXI
AVAILABILITY OF DOCUMENTS

The Condominium Association shall make available, upon request, to all Unit Owners, to all lenders whose loans are secured by any property in Joshuas Landing Condominiums, and to the holders of all First Mortgages encumbering any Unit, current copies of this Master Deed and any recorded amendments, the Condominium Bylaws, all rules governing the Condominium (including the Condominium Rules and Regulations), and all other books, records, and financial statements of the Condominium Association. The Condominium Association shall make available, upon request, to prospective purchasers of Units current copies of this Master Deed and any recorded amendments, the Condominium Bylaws, all rules governing the Condominium (including the Condominium Rules and Regulations), and the most recent annual financial statements of the Condominium Association (if such financial statement is prepared). The foregoing documentation shall be available for inspection upon request, during normal business hours or under other reasonable circumstances. Upon written request from any federal or state agency or corporation that has an interest or prospective interest in the Condominium, the Condominium Association shall prepare and furnish within a reasonable time a financial statement of the Condominium Association for the immediately preceding fiscal year.

IN WITNESS WHEREOF, the Developers have executed this Master Deed as of the day and year first above written.


Don W. Duncan

Rosa Lee Duncan

State of Tennessee)
 : ss.
County of Knox)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, Don W. Duncan and Rosa Lee Duncan, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 21 day of March, 2006.

My Commission Expires:

June 9, 2019

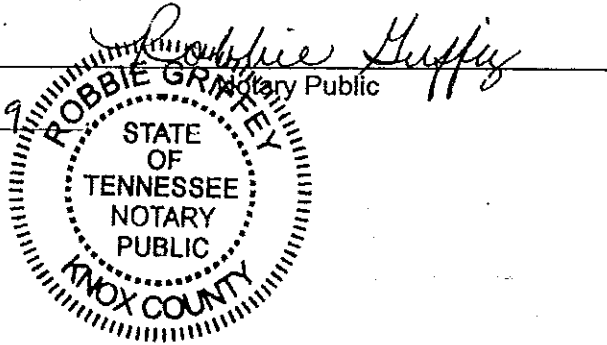


EXHIBIT A
CONDOMINIUM ASSOCIATION CHARTER

CHARTER
OF
JOSHUAS LANDING CONDOMINIUM ASSOCIATION, INC.

The undersigned person, having capacity to contract and acting as the incorporator of a nonprofit corporation under the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated, Sections 48-51-101, et seq. (the "Act"), adopts the following Charter for such corporation.

1. The name of the Corporation is Joshuas Landing Condominium Association, Inc., hereinafter referred to as the "Association".
2. The Association is a mutual benefit corporation.
3. The Association is not a religious corporation.
4. The street address of the Association's initial registered office is 5310 White Blossom Way, Knoxville, Tennessee 37918. The initial registered office is located in Knox County, Tennessee. The name of the initial registered agent at said registered office is Don W. Duncan.
5. The name of the incorporator of the Association is Don W. Duncan. The address of the incorporator is 4929 Brown Gap Road, Knoxville, Tennessee 37918.
6. The street address of the initial principal office of the Association is 5310 White Blossom Way, Knoxville, Tennessee 37918.
7. The Association is not for profit.
8. The Association will have members. Members shall be the owners of the units in the Condominium and shall be admitted to membership in accordance with the criteria and procedures established in the Master Deed for Joshuas Landing Condominiums and the Bylaws for the Administration of Joshuas Landing Condominium Association, Inc., each as amended or modified from time to time.
9. The Association may be voluntarily dissolved in accordance with the provisions of Tennessee Code Annotated §48-64-102, as amended from time to time, or any subsequent law, rule or regulation adopted in lieu thereof. Upon dissolution, the assets of the Association shall be distributed in accordance with a plan of distribution duly adopted in accordance with the requirements of said statute.
10. The purpose for which the Association is organized is to operate, manage and administer that certain property submitted as a horizontal property regime pursuant to the Horizontal Property Act of the State of Tennessee under the Master Deed for Joshuas Landing Condominiums which has been or will be filed in the Register's Office for Knox County, Tennessee, for the use and benefit of the owners of the units therein.
11. The rights of the members with respect to voting and the obligations of the members with respect to assessments shall be determined in accordance with the criteria established in the Master Deed for Joshuas Landing Condominiums and the Bylaws for Administration of Joshuas Landing Condominium Association, Inc., each as amended or modified from time to time.
12. The liability of any member, director, officer, employee or agent of the Association, and their

respective successors in interest, shall be eliminated and limited to the fullest extent permitted by the laws of the State of Tennessee, including without limitation, the Act, as such laws exist on the date hereof or as they may hereafter be amended.

13. The provisions of this Charter may be amended, altered, changed or repealed from time to time to the fullest extent permitted by the laws of the State of Tennessee, including, without limitation, the Act, as such laws exist on the date hereof or as they may hereafter be amended. All rights and privileges herein conferred upon the members, directors, officers and incorporators of the Association are subject to this reservation.

IN WITNESS WHEREOF, the undersigned has caused this Charter to be executed this 20th day of March, 2006.


Don W. Duncan, Incorporator



EXHIBIT B

CONDOMINIUM ASSOCIATION BYLAWS

**BYLAWS FOR THE ADMINISTRATION OF
JOSHUAS LANDING CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
ASSOCIATION**

Joshuas Landing Condominium Association, Inc. has been organized for the purpose of operating, managing and administering that certain property submitted as a horizontal property regime pursuant to the Horizontal Property Act of the State of Tennessee under the Master Deed for Joshuas Landing Condominiums which has been or will be filed in the Register's Office for Knox County, Tennessee (the "Master Deed"), for the use and benefit of the owners of the Units in Joshuas Landing, a condominium project located in District Seven (7) of Knox County, Tennessee. The provisions of these Bylaws are subject to the terms, provisions, conditions and authorizations contained in the Charter of Joshuas Landing Condominium Association, Inc. (the "Charter") and the Master Deed. The terms, provisions, conditions and authorizations of such Charter and Master Deed are incorporated herein by reference and shall be controlling whenever the same may be in conflict with these Bylaws. Any capitalized term in these Bylaws shall have the same meaning as that set forth in the Master Deed unless otherwise expressly stated or the context so requires.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS OF OWNERS**

(a). **Membership Eligibility.** Each person or entity who is a record owner of a fee interest in a Unit shall automatically be a member of the Condominium Association (hereinafter referred to as a "Member"). Each Unit is entitled to one (1) vote in the affairs of the Condominium Association, so in the event one or more Members own a Unit, the vote of the Unit shall be cast by the Member named in the certificate of authority signed by all of the Unit Owners of the Unit and filed with the Secretary of the Condominium Association, and such certificate of authority shall be valid until revoked by subsequent certificate of authority. If such certificate of authority is not on file, the vote of such Members shall not be considered in determining the requirement for a quorum, nor for any other purpose.

(b). **Change of Membership.** Change of membership shall be accomplished by recording a deed or other instrument evidencing the transfer of title to a Unit in the Register's Office for Knox County, Tennessee, and delivering a copy of such recorded instrument to the Secretary of the Condominium Association, whereupon, the membership of the prior Unit Owner shall terminate.

(c). **Suspension of Rights.** The membership and voting rights of any Member may be suspended by the Condominium Board of Directors for any period during which any Assessment against the Unit to which its membership is appurtenant remains unpaid; but upon payment of such Assessment, its rights and privileges shall be restored as of the date of payment. Further, if the Condominium Rules and Regulations governing the use of the Property and the conduct of persons thereon have been adopted and published as authorized in these Bylaws and the Master Deed, the rights and privileges of any person in violation thereof or in violation of the provisions hereof may be suspended at the discretion of the Condominium Board of Directors.

(d). **Proxies.** Proxy ballots shall be permitted with respect to all elections of Directors, and all amendments to the Charter, the Master Deed or these Bylaws, or any other matter which is come before a meeting of the Members of the Condominium Association. All proxies shall be in writing, signed by the individual Unit Owner or Owners (or in the case of joint owners, by the person named in the certificate of authority), or by his or her duly authorized representative, and delivered to the Secretary of the



Condominium Association, or such other person as the President may designate, at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast.

ARTICLE III MEETINGS OF MEMBERS

(a). Place of Meeting. All meetings of the Members of the Condominium Association shall be held at the Property or at such other place convenient to the Members as may be designated by the Condominium Board of Directors or the President.

(b). Regular Annual Meetings. All annual Members' meetings shall be held on the day and month of the year to be established by the Condominium Board of Directors. At such meeting, the election of Directors shall take place and the Members may transact such other business as may properly come before them.

(c). Special Meetings. Special meetings of Members may be called by the President whenever he or she deems such a meeting advisable or shall be called by the Secretary when ordered by a majority of the Condominium Board of Directors, or upon the written request of Members representing at least twenty percent (20%) of all votes entitled to be cast at such meeting. Such request shall state the purpose of such meeting and the matters proposed to be acted upon.

(d). Notice. Notice of all Members' meetings shall be given to each Member stating the date, time and place of the meeting (and in the case of special meetings, the purpose for which the meeting is called). Such notice shall be in writing and shall be mailed or delivered to each Member at such Member's address as it appears on the books of the Condominium Association not less than ten (10) days nor more than thirty (30) days prior to the date set for such meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Written waiver of notice of the meeting may be given before, at or after the meeting.

(e). Quorum and Adjournment of Meetings. A quorum at a Members' meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. In the absence of a quorum, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum shall be present and represented.

(f). Action by Written Consent. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action to be taken and signed by the persons entitled to vote thereon.

(g). Presiding Officer. The President shall preside over all meetings of the Condominium Association. The Secretary shall act as the Secretary at all meetings of the Condominium Association and shall take and keep the minutes and minute book of such meetings wherein duly adopted resolutions shall be recorded.

(h). Voting. Following the Developer Control Period, the Unit Owner or Owners of each Unit shall collectively have one (1) vote in the affairs of the Condominium Association. Except as otherwise required by the Charter, the Master Deed or applicable law, the affirmative vote of a majority of the votes represented at any duly called Members' meeting at which a quorum is present shall be binding upon the Members. The election of Directors shall be by a secret ballot.

(i). Member in Good Standing. A Member shall be deemed to be in good standing and entitled to vote at any meeting only if all Assessments appertaining to his or her Unit (s) have been paid, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or her and to his or her Unit(s), at least three (3) days prior to the date fixed for such meeting.



(j). Order of Business. To the extent that such business is applicable to the meeting of the Members, the order of business for such meeting shall be as follows:

- (1) roll call
- (2) proof of notice of meeting or waiver of notice
- (3) reading of the minutes of last preceding meeting
- (4) establish number and term of membership of the Board of Directors (if required and noticed)
- (5) reports of committees
- (6) election of directors (if required and noticed)
- (7) unfinished business
- (8) new business
- (9) ratification of budget (if required and notice)
- (10) adjournment

ARTICLE IV CONDOMINIUM BOARD OF DIRECTORS

(a). Number and Qualification. The Condominium Board of Directors shall consist of three (3) persons. At least a majority of the Condominium Board of Directors shall be Members of the Condominium Association, or shall be authorized representatives, officers or employees of the Developers. During the Developer Control Period, the Developers shall have the right to designate and select the persons who shall serve as members of the Condominium Board of Directors. Thereafter, the Condominium Board of Directors shall be elected by a majority of the votes and the Developers shall be entitled to vote for election of directors in proportion to the number of Units they own in the same manner as other Unit Owners are allowed under these Bylaws, which is one (1) vote per Unit.

(b). Term. During the Developer Control Period, the directors shall serve such term as the Developers specify. For the first Condominium Board of Directors elected by the Unit Owners after the expiration of the Developer Control Period, the initial term of office of the two (2) directors receiving the highest number of votes shall be established at two (2) years, and the terms of office of the remaining elected directors shall be established at one (1) year. After the expiration of the initial term of office of each member of the Condominium Board of Directors elected by the Unit Owners, his or her successors shall be elected to serve a term of two (2) years, which term shall expire at the second annual meeting following their election, or until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law.

(c). Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within fourteen (14) days of their election at such time and at such place as shall be fixed by the directors at the Condominium Association meeting at which they were elected, and no further notice of the organizational meeting shall be necessary in order to legally constitute such a meeting, providing that a quorum of the Condominium Board of Directors shall be present.

(d). Regular Meetings. Regular meetings of the Condominium Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one (1) such meeting shall be held each fiscal year. Notice of regular meetings shall be given by the Secretary to each director personally or by mail or telephone at least three (3) days prior to the date set for such meeting, unless notice is waived.

(e). Special Meetings. Special meetings of the Condominium Board of Directors may be called by the President and must be called by the Secretary at the written request of any two (2) directors. Notice of special meetings shall be given to each director personally or by mail or telephone at least three (3) days prior to the date set for such meeting, unless notice is waived, and shall state the purpose for which the meeting is called.



(f). Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a director at any meeting shall be deemed a waiver of notice by him or her. If all the directors are present at any meeting of the Condominium Board of Directors, no notice shall be required and any business may be transacted at such meeting. In the discretion of the Condominium Board of Directors, meetings of the Condominium Board of Directors, or portions thereof, may be open to Members of the Condominium Association for observation or participation in such manner and to the extent the Condominium Board of Directors may deem appropriate.

(g). Quorum and Adjourned Meetings. At all meetings of the Condominium Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business and acts of the majority of directors present at a meeting at which a quorum is present shall be acts of the Condominium Board of Directors, unless otherwise provided in the Charter and/or the Master Deed. If any directors' meeting cannot be organized because a quorum has not attended, the directors who are present may adjourn the meeting from time to time until a quorum is present.

(h). Removal of Members of the Board of Directors. During the Developer Control Period, a director may be removed at any time by the Developers with or without cause, and a successor may then be appointed by the Developers to fill the vacancy thus created. Following the expiration of the Developer Control Period, any one or more directors may be removed with or without cause at a duly held regular or special meeting of the Condominium Association by a majority of the votes held by the Members of the Condominium Association, and a successor may be then and there elected to fill the vacancy thus created. Each person so elected shall be a director for the remainder of the term of the director whose term he or she is filling and until his or her successor is duly elected and qualified. Any director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and an opportunity to be heard at the meeting.

(i). Vacancies. Vacancies on the Condominium Board of Directors caused by any reason other than the removal of a director by a vote of the Members of the Condominium Association shall be filled by a vote of a majority of the remaining directors at a special meeting of the Condominium Board of Directors held for that purpose promptly after the occurrence of any such vacancy; provided, however, in the event that the vacancy on the Condominium Board of Directors results in one (1) or fewer directors remaining on the Condominium Board of Directors, a special meeting of the Condominium Association shall be called by the President in order to fill such vacancies. Each person so elected at a special meeting shall serve as a director for the remainder of the term of the director whose term he or she is filling and until his or her successor is duly elected and qualified. If the vacancy has been filled by a vote of the remaining directors, each person so elected shall be a director until his or her successor is elected at the next meeting of the Condominium Association.

(j). Action without a Meeting. Any action by the Condominium Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent shall be filed with the minutes of the Condominium Board of Directors.

(k). Powers and Duties. The Condominium Board of Directors may act in all instances on behalf of the Condominium Association, except as provided in the Master Deed, these Bylaws, the Act or applicable law. The limitations, powers and duties necessary for the administration of the affairs of the Condominium Association and of Joshuas Landing, shall include, but not be limited to, the following:

(1). To make, levy and collect Assessments against Members and Members' Units to defray the costs of the operation and maintenance of Common Elements, and to use the proceeds of said Assessments in the exercise of the powers and duties granted unto the Condominium Association;

(2). To cause the Common Elements to be maintained according to accepted standards established by the Condominium Association and as set forth in the Master Deed;



- (3). To make and amend Condominium Rules and Regulations governing the use of the Property for the benefit of the Members so long as such Condominium Rules and Regulations do not conflict with the Charter or the Master Deed;
 - (4). To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the Common Elements and in accomplishing the purposes set forth in the Charter;
 - (5). To contract for the management of the Condominium Association, and to delegate to such manager all of the powers and duties of the Condominium Association, subject to the limitations of the Master Deed and the Act, with the cost of employing such manager to be a part of the Common Element Expenses;
 - (6). To comply with and to enforce by legal means all terms and conditions of the Master Deed, the Charter, these Bylaws, and any Condominium Rules and Regulations hereafter promulgated governing the use of Joshuas Landing;
 - (7). To pay all taxes and assessments which are liens against any part of the Property and to assess the same against any part of the Property and to assess the same against the Members and their respective Units;
 - (8). To carry insurance for the protection of the Members and the Condominium Association as provided for in the Master Deed;
 - (9). To employ personnel (including, without limitation, attorneys and accountants) for reasonable compensation to perform the services required for proper administration of the Condominium Association, with such costs to be Common Element Expenses;
 - (10). To borrow money for any legitimate purposes which may be necessary for the improvement, maintenance, and well-being of the Property, the repayment of which shall be Common Element Expenses;
 - (11). To cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting;
 - (12). To delegate to Members responsibilities concerning the maintenance, repair, and replacement and insurance of portions of the Property; and
 - (13). To exercise any other power necessary and proper for the governance of the Condominium Association.
- (l). Eligibility of Directors. Nothing contained in these Bylaws shall prohibit a director from being an officer, nor preclude the Condominium Board of Directors from employing a director as an employee of the Condominium Association or contracting with a director for the management of Joshuas Landing subject, however, to the limitations contained herein and in the Master Deed.

ARTICLE V OFFICERS

- (a). Designation. The executive officers of the Condominium Association shall be a President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Condominium Board of Directors at any meeting. The Condominium Board of Directors may also appoint such other officers as in its judgment may be necessary to manage the affairs of the Condominium Association. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary.



(b). Election of Officers. The officers of the Condominium Association shall be elected annually by the Condominium Board of Directors at the first Condominium Board of Directors' meeting following each annual meeting of the Members and such officers shall hold office at the pleasure of the Condominium Board of Directors.

(c). Removal of Officers. Upon any affirmative vote of a majority of the full number of directors, any officer may be removed, either with or without cause, after opportunity for a hearing, and his or her successor elected at any regular meeting of the Condominium Board of Directors, or at any special meeting of the Condominium Board of Directors called for that purpose.

(d). Duties and Responsibilities of Officers. The duties and responsibilities of the officers of the Condominium Association shall be as follows:

(1). The President shall be the chief executive officer of the Condominium Association. He or she shall preside at all meetings of the Condominium Association and the Condominium Board of Directors. He or she shall have all the powers and duties which are usually vested in the office of the president of an association, including but not limited to, the power to appoint committees from among the Members from time to time, as he or she in his or her discretion may determine appropriate, to assist in the conduct of the affairs of the Condominium Association.

(2). The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(3). The Secretary shall keep the minutes of all proceedings of the Condominium Board of Directors and the Members and shall keep the minute book and record all proceedings therein. He or she shall attend to the giving and serving of all notices to the Members and directors, and such other notices as required by law. He or she shall keep the books and records of the Condominium Association, except those of the Treasurer, and shall perform all other duties which are usually vested in the office of the secretary of an association and as may be prescribed by the directors or President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent.

(4). The Treasurer shall have custody of all of the property of the Condominium Association, including funds, securities, and evidences of indebtedness. He or she shall keep the Assessment rolls and accounts of the Members, shall keep the books of the Condominium Association in accordance with good accounting practices, and shall perform all other duties usually vested in the office of the treasurer of an association.

ARTICLE VI --COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS

(a). Compensation. No compensation shall be paid to the President or the Vice President or any director or committee member for acting as such officer or director. The Secretary and/or Treasurer may be compensated for their services if the Condominium Board of Directors determines that such compensation is appropriate. Nothing herein stated shall prevent any officer, director or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Condominium Association; provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Condominium Board of Directors.

(b). Indemnification. Each director, officer or committee member of the Condominium Association shall be indemnified by the Condominium Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any



proceeding to which he or she may be a party, or in which he or she may become involved, by reason or his or her being or having been a director, officer, committee member or agent of the Condominium Association or in any settlement thereof, whether or not he or she is a director, officer, or committee member at the time such expenses are incurred, except in such cases where he or she is adjudicated guilty of willful malfeasance or gross negligence in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Condominium Board of Directors approves such settlement and reimbursement as being in the best interest of the Condominium Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or committee member may be entitled.

(c). **Exculpability.** Unless acting in bad faith, neither the Condominium Board of Directors as a body nor any director, officer, committee member or agent of the Condominium Association, shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his or her office. Each Member shall be bound by the good faith actions of the Condominium Board of Directors, officers, committee members or agents of the Condominium Association, in the execution of the duties of said directors, officers, committee members or agents.

ARTICLE VII FISCAL MANAGEMENT

(a). **Annual Assessments.**

(1). The Condominium Board of Directors shall adopt a budget for each fiscal year of the Condominium Association and such budget shall contain estimates of the amount of monies deemed necessary for the Common Element Expenses, the manner of expenditure thereof and the proposed Assessments against each Unit Owner. Each Unit Owner shall be obligated to pay his or her proportionate share of the Common Element Expenses assessed against him or her by the Condominium Board of Directors in accordance with the Master Deed, the Charter, these Bylaws and applicable law. The time and due dates of such payments shall, subject to the terms of the Master Deed, be established by the Condominium Board of Directors.

(2). The Condominium Board of Directors shall give notice to each Unit Owner in writing, and to any Eligible Mortgagee, of the amount estimated by the Condominium Board of Directors for Common Element Expenses for the management and operation of the Condominium Association for the next ensuing budget period and the proposed annual Assessments, directed to the Unit Owner and Eligible Mortgagee at their last known address by ordinary mail or hand delivery. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mail.

(3). The omission by the Condominium Board of Directors, before the expiration of any year, to fix the Assessment thereunder for that or the next year shall not be deemed to be a waiver or modification in any respect to the provisions of the Master Deed or these Bylaws, a release of any Unit Owner from the obligation to pay the Assessments, or an installment thereof for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.

(b). **Special Assessments.** In addition to the annual Assessments authorized hereinabove, the Condominium Board of Directors may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, any unexpected expenses or for other lawful purposes, provided that any such Special Assessment shall be apportioned in the same manner as the regular Assessment and shall receive the assent of seventy-five percent (75%) of the votes eligible to be cast by all of the Members.

(c). **Reserves.** The Condominium Board of Directors shall not be obligated to expend all of the Assessments collected in any accounting period, but must establish and maintain reasonable reserves for

the periodic maintenance, repair and replacement of the Common Elements, which reserves will be established and maintained out of the annual Assessments.

(d). Working Capital. In order to insure that the Condominium Association will have funds to meet unforeseen expenditures or to purchase equipment and services during the initial start up operations of the Condominium Association, each Unit Owner, excluding the Developers, shall pay an amount equal to two (2) months' estimated annual Assessments of each Unit to the Condominium Association at time of the closing of the initial purchase of the Unit from the Developers. Such amount shall not be considered advance payment of regular annual Assessments which are required to be paid by each Unit Owner hereinabove. The Condominium Association shall maintain the amounts collected in a working capital fund for the use and benefit of the Condominium Association.

(e). Depository. The depository of the Condominium Association shall be a federally insured banking institution designated by the directors and in which the monies of the Condominium Association shall be deposited. Withdrawal of monies from such account shall be by such persons as authorized by the directors.

(f). Annual Audit. An audit of the accounts of the Condominium Association shall be made annually, the cost of which shall be deemed a Common Element Expense, and a copy of the annual audit report shall be furnished to each Member no later than April 1 of the year following the year for which the report is made. In addition, any holder of a first Mortgage on a Unit shall, upon written request, be entitled to a copy of the audit report provided it pays for any reasonable expenses of the Condominium Association incurred in rendering such copy.

(g). Examination of Books and Records. The Condominium Board of Directors shall keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting Joshuas Landing and its administration and specifying the maintenance and repair expense of the Common Elements and any other expenses incurred. Such book, the vouchers accrediting the entries made thereon, copies of the Master Deed, these Bylaws, the Condominium Rules and Regulations and other books, records and financial statements of the Condominium Association shall be maintained at the principal office of the Condominium Association and shall be available for inspection by Members or by holders, insurers and guarantors of Mortgages that are secured by Units in Joshuas Landing during normal business hours or under any other reasonable circumstances.

(h). Management Contracts. The Condominium Association may enter into professional management contracts or other agreements; provided, however, that each such contract or other agreement shall contain a right of termination with or without cause that the Condominium Association can exercise at any time after the end of the Developer Control Period; such right to be exercised without penalty on advance notice of more than ninety (90) days.

(i). Fidelity Bonds. The Condominium Association shall, subject to the provisions of the Master Deed, maintain blanket fidelity bonds for all persons who either handle or are responsible for funds held or administered by the Condominium Association, whether or not they receive compensation for such services. Any management agent that handles funds for the Condominium Association shall also be covered by a fidelity bond.

(j). Interest and Attorneys' Fees. The Condominium Board of Directors shall have the option, in connection with the collection of any charge or Assessment from a Unit Owner, to impose a late fee, or an interest charge at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, from the date the charge or Assessment was due until paid. In the event attorneys' fees are incurred by the Condominium Board of Directors in the collection of such charges, the Unit Owner shall be responsible for the payment of all reasonable attorneys' fees, in addition to such costs allowable by law.



ARTICLE VIII
OBLIGATION AND RESTRICTIONS OF UNIT OWNERS

(a). Nuisance. No nuisance shall be allowed upon the Property, nor any use or practice 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, or any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Property.

(b). Lawful Use. No immoral, offensive or unlawful use shall be made of the Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

(c). Rules and Regulations. Reasonable Condominium Rules and Regulations concerning the use of Joshuas Landing may be made and amended from time to time by the Condominium Board of Directors. Copies of such Condominium Rules and Regulations and amendments thereto shall be furnished by the Condominium Association to all Unit Owners and residents of Joshuas Landing, and such Condominium Rules and Regulations shall be of the same force and effect as the provisions of these Bylaws.

(d). Commercial Business. All Units shall be utilized for residential purposes only and no commercial business shall be permitted within the Property. Unit rentals by the Developers in accordance with the terms of the Master Deed shall not be considered a commercial use.

(e). Obstruction of General Common Elements. There shall be no obstruction of the Common Elements.

(f). Signs. No sign of any kind shall be displayed for the public view on any portion of the Common Elements, excepts signs used by the Developers to advertise the Property during the construction and sales period, without the prior approval of the Condominium Board of Directors.

(g). Insurance. Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance on the Common Elements without the prior written consent of the Condominium Association. No Unit Owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law.

(h). Waste. No waste shall be committed of the Common Elements.

(i). Exterior Work. There shall be no exterior painting of the Units, patio or yard walls by or on behalf of the Unit Owners thereof, or any person holding thereunder, or repair or replacing of original roofs or utility laterals by such persons, without the prior approval of the Condominium Board of Directors; it being the intention hereunder that such items be regulated by the Condominium Association in conjunction with the Condominium Association's maintenance of the Common Elements in order to preserve the external harmony and overall appearance of the Property.

(j). Repair of Vehicles. No vehicles of any type shall be permanently or semi-permanently parked on or about any part of the Property for purposes of accomplishing repairs thereto, or the reconstruction thereof except as permitted by the Condominium Rules and Regulations adopted by the Condominium Association.

(k). Recreational Vehicles and Boats. No boats, campers or any recreational vehicles shall be



parked or stored on or about any part of the Property except as permitted by the Condominium Rules and Regulations adopted by the Condominium Association.

(l). Leasing. Subject to the rights of the Developers under the provisions of the Master Deed, no Unit may be leased, and the Units shall only be occupied by a family, its servants and guests, as a residence and for no other purpose.

(m). Rules of Conduct. In order to assure the peaceful and orderly use and enjoyment of the Units and the Common Elements of the Condominium Association, the Unit Owners may, from time to time, adopt, modify and revoke in whole or in part, subject to the provisions of the Master Deed, by a vote of the Members present in person or represented by proxy whose aggregate interest in the Common Elements constitutes two-thirds of the total interest, at any meeting duly called for that purpose, such reasonable rules and regulations, to be called Condominium Rules of Conduct, governing the conduct of said persons on the Property as the Condominium Association may deem necessary. Such Condominium Rules of Conduct, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Unit Owner, and shall be binding upon all Unit Owners and occupants of Units in the Condominium. The following shall constitute the initial Condominium Rules of Conduct:

(1). No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property. Normal household pets such as dogs and cats may be maintained inside a Unit provided such pets are not kept for any commercial purposes and provided such pets do not constitute a nuisance to the community or cause distress to the other Unit Owners through barking, biting, scratching, spraying, or destruction of property.

(2). All equipment and garbage cans serving a Unit shall be kept entirely within the Unit. All rubbish, trash or garbage shall be regularly removed from the Unit, shall not be allowed to accumulate therein, and shall be placed in containers approved by the Condominium Association. Nothing shall be stored outside of a Unit except as authorized by the Condominium Board of Directors.

(3). No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except such as are installed in accordance with the initial construction of the buildings located thereon or as authorized by the Condominium Board of Directors.

(4). No landscaping decorations, including but without limitation, ornamental figurines, statues, bird baths, fish ponds, and landscape lighting, shall be installed, placed or maintained in the front yard of any Unit.

(5). No sports, recreational or playground equipment of any kind shall be installed, placed or maintained upon any part of the Property.

(6). No wiring or electrical or telephone installations, television antennae, satellite dishes (except digital satellite dishes not exceeding 20 inches in diameter and located in an area to the rear of the Unit completely hidden from the view of persons at main street level which have been approved by the Board of Directors), solar panels, air conditioning units, or similar objects shall be installed, placed or maintained upon the Property or any of the improvements located on the Property except as authorized by the Condominium Board of Directors.

(7). No exterior door of a Unit, or the type or style of hardware, lock or glass thereon may be changed, removed or altered, nor may the color or type of paint on any exterior door or the exterior appearance thereof be changed or altered without the approval of the Condominium Board of Directors.



ARTICLE IX INSURANCE

(a). By the Condominium Board of Directors. The Condominium Board of Directors shall be required to obtain and maintain such insurance as is provided for and required in the Master Deed to be carried by the Condominium Association.

(b). By the Unit Owners. Unit Owners should carry insurance for their own benefit insuring their Unit and the Limited Common Elements serving their Unit, provided, that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

ARTICLE X ENFORCEMENT

(a). Enforcement. The Condominium Board of Directors shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated thereto, by any and all of the following: lawful self-help; sending notice to the offending party to cause certain things to be done or undone, restoring the Condominium Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

(b). Fines. The Condominium Board of Directors shall also have the power to levy fines against any Unit Owner for violation of any Condominium Rule or Regulation or for any covenants and restrictions contained in the Master Deed or these Bylaws in accordance with applicable law. Any such fine shall be considered and shall be an additional Assessment against the applicable Unit Owner and Unit.

(c). Waiver. No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI AMENDMENTS

Subject to the provisions contained in the Master Deed and in the Act, these Condominium Bylaws may be altered or repealed, or new condominium bylaws may be made, at any meeting of the Condominium Association duly held for such purpose, previous to which written notice shall have been sent, a quorum being present, by an affirmative vote of the votes of the Condominium Association. Directors and Members not present at the meeting considering the amendment may express their approval in writing. Any amendment which would require the amendment of the Master Deed or which would necessitate the approval of such amendment to the Master Deed by a mortgagee pursuant to the provisions of the Master Deed, must be approved and consented to by mortgagees holding first Mortgages with respect to Units representing at least fifty-one percent (51%) of such Units. An amendment when adopted shall become effective only after being recorded as an amendment to the Master Deed in the Register's Office for Knox County, Tennessee.

ARTICLE XII CONFLICT AND SEVERABILITY

(a). Conflict. Anything to the contrary herein notwithstanding, if any provision of these Bylaws is in conflict with or contradiction to the Master Deed or the Charter, or with the requirements of any law or regulation, then the requirements of the Master Deed, Charter, law or regulation shall be deemed controlling.

(b). Severability. The invalidity of any part of these Bylaws shall not impair or affect in any



manner the enforceability of effect of any remaining provisions of these Bylaws.



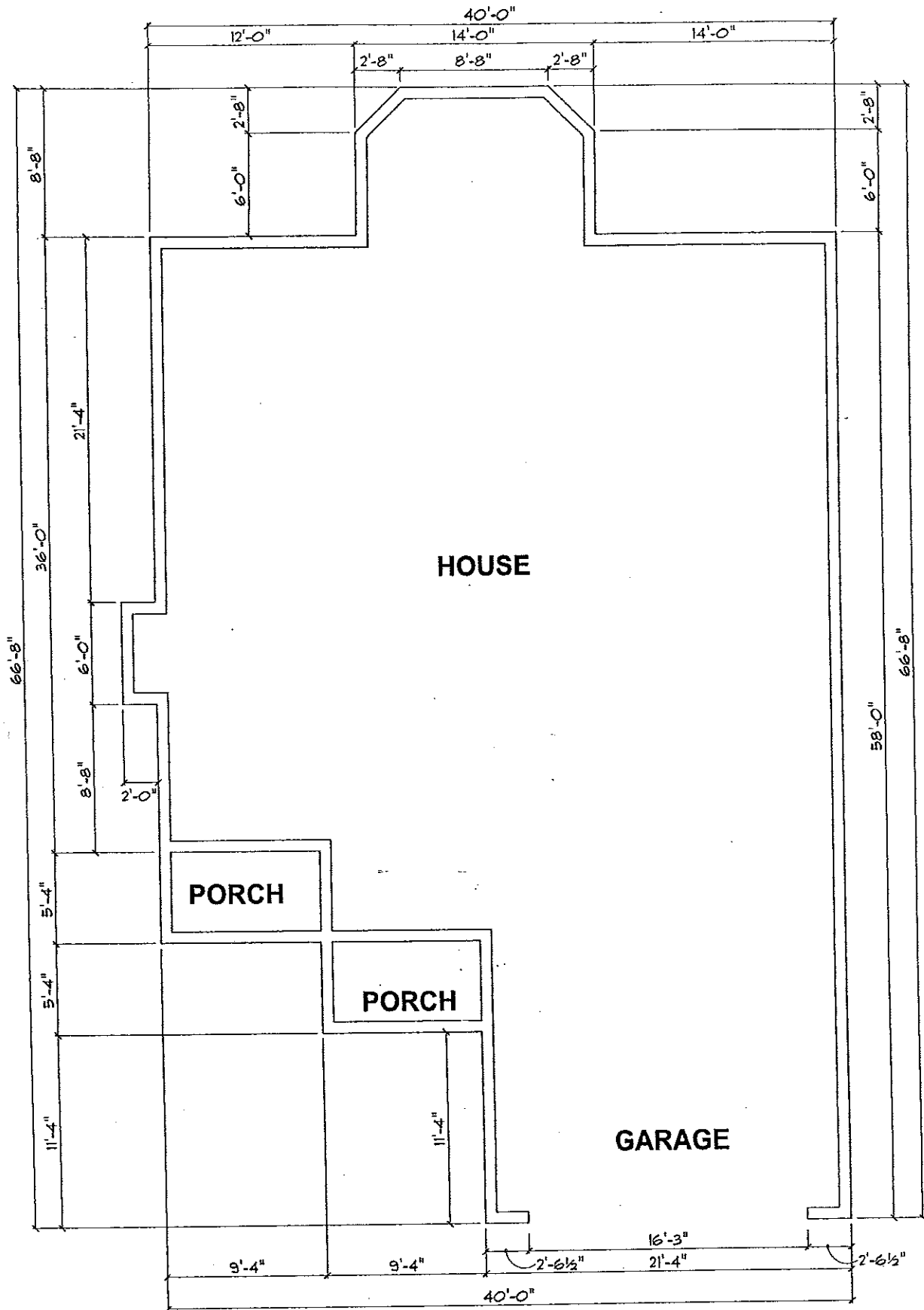
EXHIBIT D

PLANS

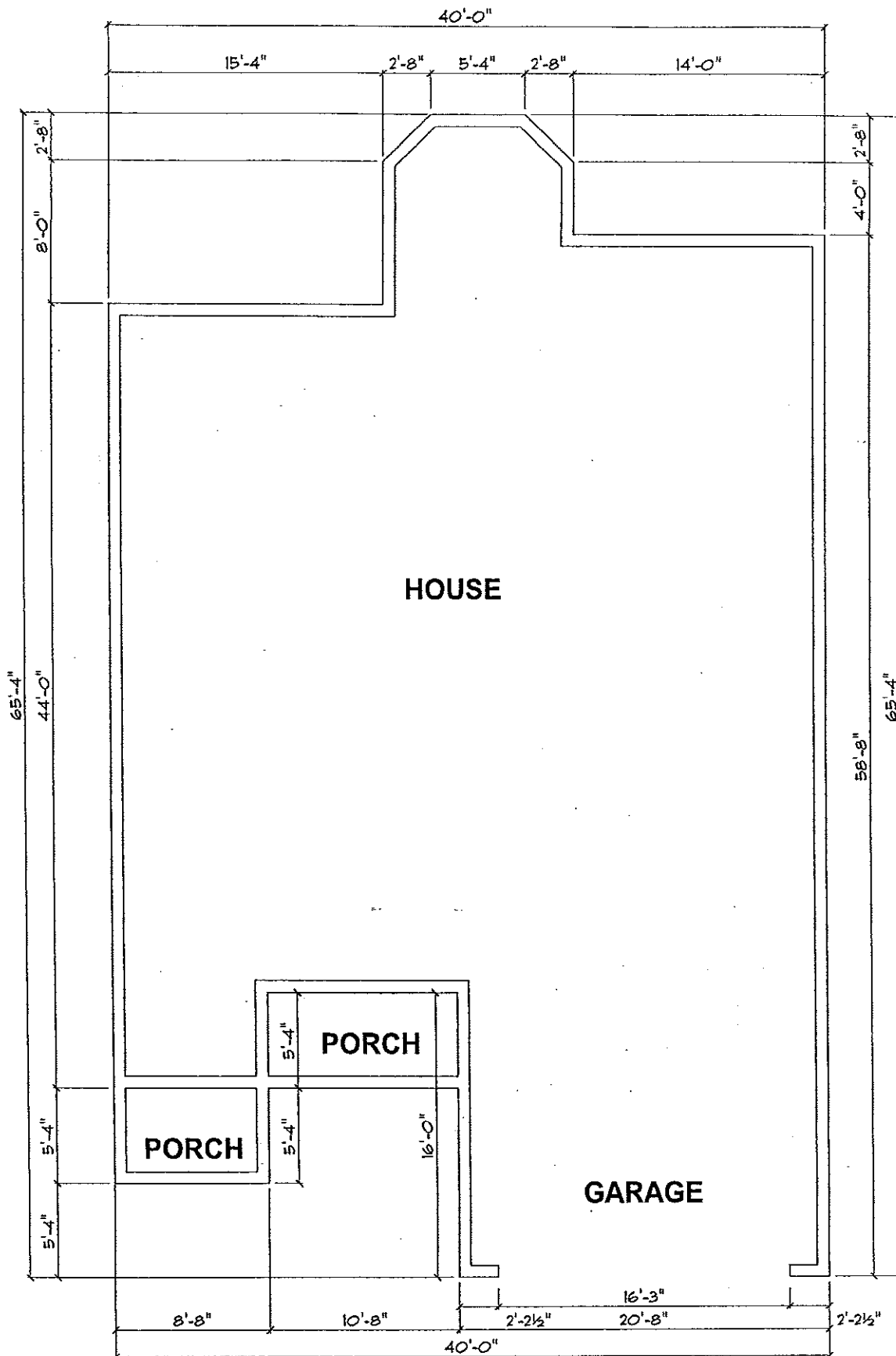
CONSISTS OF FOUR (4) FLOOR PLANS IDENTIFIED AS FOLLOWS:

- 1) The Amesbury
- 2) The Brentwood
- 3) The Wellington
- 4) The Westbury

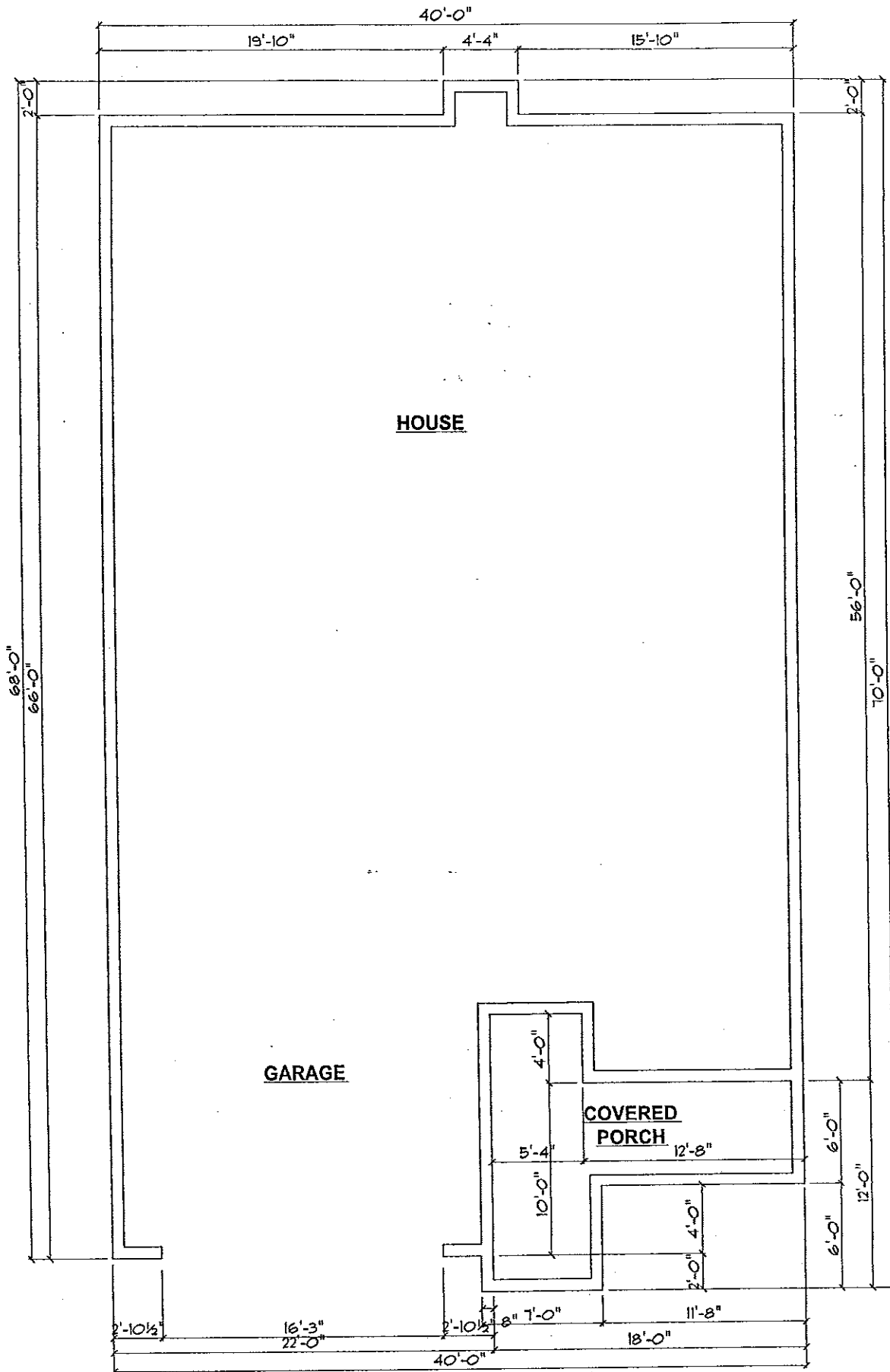




PIN PLAN	SENTINEL BUILDERS	
	THE AMESBURY	February 13, 2006
	JOSHUA'S LANDING	

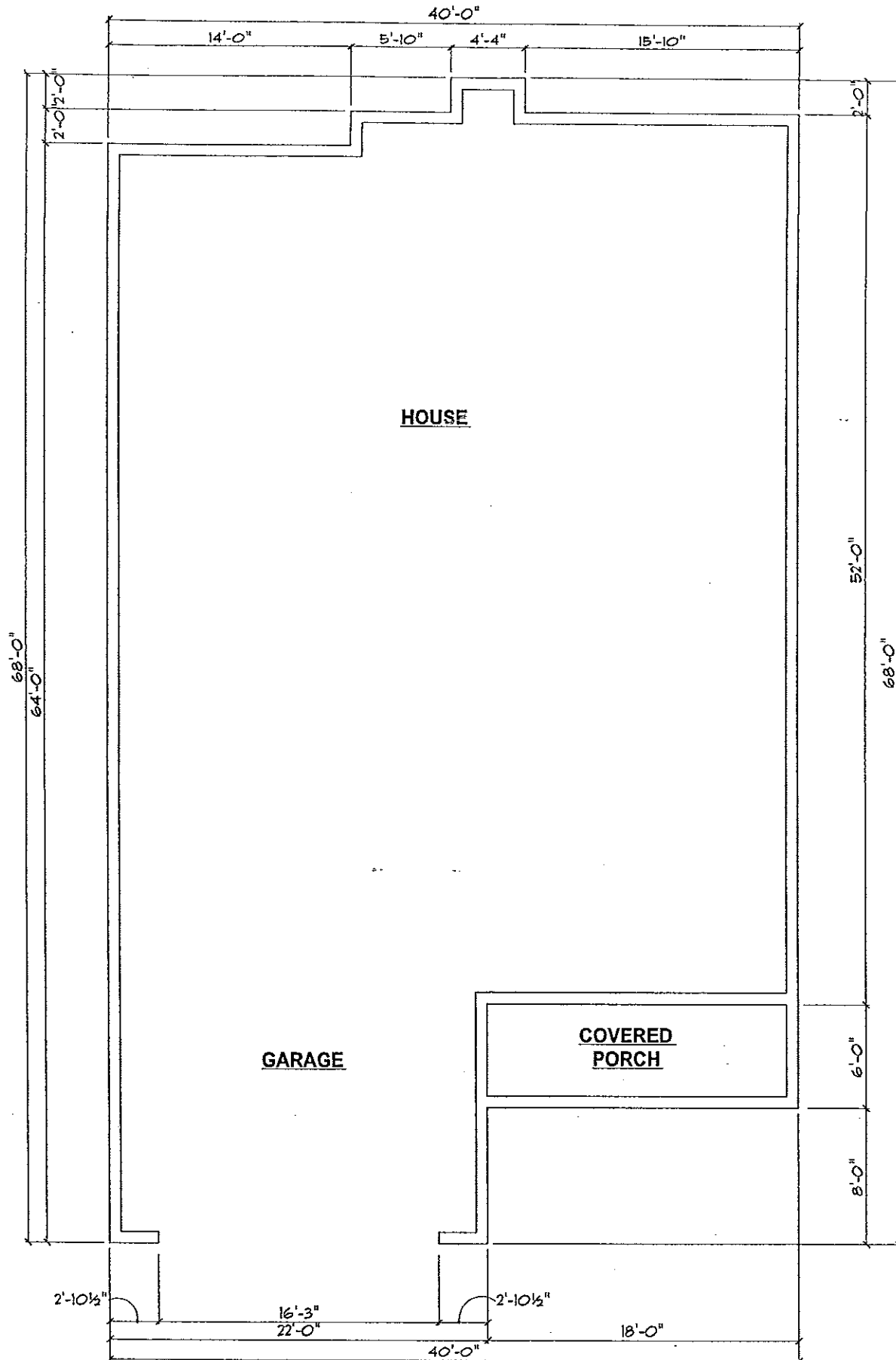


PIN PLAN	SENTINEL BUILDERS	
	THE WESTBURY	February 13, 2006
	JOSHUA'S LANDING	



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PIN PLAN	SENTINEL BUILDERS	
	THE WELLINGTON	February 13, 2006
	JOSHUA'S LANDING	



Instr: 200603230079270
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PIN PLAN	SENTINEL BUILDERS	
	The Brentwood	February 13, 2006
	JOSHUA'S LANDING	

EXHIBIT E

INDEX OF UNIT PLANS

<u>Unit No.</u>	<u>Unit Type</u>
1	to be added
2	to be added
3	The Amesbury
4	The Westbury
5	The Wellington
6	to be added
7	to be added
8	The Wellington
9	The Wellington
10	The Wellington
11	The Wellington
12	to be added
13	to be added
14	to be added
15	to be added
16	to be added
17	to be added
18	to be added
19	to be added
20	to be added
21	to be added
22	to be added
23	to be added
24	to be added
25	to be added
26	to be added
27	to be added
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32	to be added
33	to be added
34	to be added
35	to be added
36	to be added
37	to be added
38	to be added
39	to be added
40	to be added
41	to be added
42	to be added
43	to be added
44	to be added
45	to be added
46	to be added
47	to be added
48	to be added

