

EXHIBIT G

ARTICLES OF INCORPORATION OF ASSOCIATION



Instr: 200807140003926
PAGE: 55 OF 89

CHARTER
OF
WOODLANDS OF KNOXVILLE TOWNHOUSE CORPORATION

FILED
2006 JUN -9 AM 9:48
KNOX COUNTY REGISTER OF DEEDS

5806-0264

Pursuant to Section 48-52-102 of the Tennessee Nonprofit Corporation Act, the undersigned incorporator of Woodlands of Knoxville Townhouse Corporation (the "Corporation"), hereby adopts the following charter for the Corporation:

1. The name of the Corporation is Woodlands of Knoxville Townhouse Corporation.
2. The Corporation is a mutual benefit corporation.
3. The address of the Corporation's initial registered office, located in Knox County, Tennessee shall be 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929-9710; and the Corporation's initial registered agent at that office shall be CT Corporation System.
4. The name of the incorporator is Tom Scott; and his address is 1550 Timothy Road, Athens, Georgia 30606.
5. The address of the initial principal office of the Corporation in Tennessee shall be 3805 Cherokee Woods Way, Knoxville, Tennessee 37920.
6. The Corporation is not for profit.
7. The Corporation will have members.
8. The purpose for which the Corporation is organized is to operate and manage the condominium known as the Woodlands of Knoxville for the use and benefit of the owners of units of the condominium, as the agent of such owners. A Master Deed has been or will be recorded in the Register's Office for Knox County, Tennessee, pursuant to the Horizontal Property Act, codified at Tennessee Code Annotated, Sections 66-27-101, *et seq.*, (the "Master Deed") to establish the Woodlands of Knoxville as a horizontal property regime (the "Condominium").
9. The Corporation shall have the following powers and authority:
 - a. To operate and manage the Condominium consisting of a number of condominium units, common elements, limited common elements and other facilities for the use and benefit of the individual owners of the condominium units as the agent of such owners;
 - b. To carry out all of the powers and duties vested in the Corporation pursuant to the Master Deed, the bylaws of the Corporation, and the rules and regulations of the Condominium;
 - c. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of the Tennessee Nonprofit

Instr: 200607140003926
PAGE: 66 OF 93

Instr: 200606168106187 Page: 1 OF 3
REC'D FOR REC 06/16/2006 3:58:47PM
RECORD FEE: \$7.00
M. TAX: \$0.00 T. TAX: \$0.00

Corporation Act, Tennessee Code Annotated, Sections 48-51-101, *et seq.*, now or hereafter in force, and to do any and all the things necessary to carry out its operations as a natural person might or could do; and

d. To exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of the Horizontal Property Act, Tennessee Code Annotated, Sections 66-27-101, *et seq.*, now or hereafter in force.

All of the powers and authority of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Master Deed together with its supporting documents which govern the use of the Condominium to be operated and administered by the Corporation. All funds and the titles of all interests in properties acquired by the Corporation, whether fee simple or leasehold in nature, and the proceeds thereof shall be held in trust for the owners of the Condominium units in accordance with the provisions of the Master Deed and its supporting documents.

10. The business of the Corporation shall be conducted by a board of directors. The election of directors, their removal, and the filling of vacancies on the board of directors shall be in accordance with the bylaws of the Corporation. Except as provided by Section 48-52-102 of the Tennessee Nonprofit Corporation Act, directors of the Corporation shall have no personal liability to the Corporation or its members for monetary damages for breach of fiduciary duty as directors.

11. The bylaws of the Corporation shall be adopted by the board of directors. The amendment, alteration or rescission of the bylaws shall be in accordance with the provisions of said bylaws and the Master Deed.

12. The Corporation shall be organized without any capital stock.

13. Members shall be admitted to membership in accordance with the criteria and procedures established in the Master Deed and the bylaws of the Corporation. All owners of Condominium units shall be members of the Corporation and no other persons or legal entities shall be entitled to membership. Voting rights of the members in the affairs of the Corporation shall be exercised in accordance with the provisions of the Master Deed and the bylaws of the Corporation.

14. The interest of any member in any part of the real property or in the funds and assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner, except as an appurtenance to the Condominium unit.

15. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and the Corporation shall not participate in, or intervene in, including the publishing or distribution of statements, any political campaign on behalf of any candidate for public office.

5006 . 0206

16. Assessments paid by the owners of units of the Condominium for the maintenance and operation of the Condominium, and its interests shall be utilized by the Corporation to pay for the cost of said maintenance and operation. The Corporation shall have no interest in any funds received by it through assessments from the Condominium unit owners except to the extent necessary to carry out the powers vested in it as agent for said members. The Corporation shall be conducted as a nonprofit corporation. Except as may be permitted by applicable law upon dissolution of the Corporation, no part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, its directors, officers or members; provided that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth hereinabove. Any funds held by the Corporation from its receipts over and above its common expenses shall be held for the maintenance and operation of the Condominium or for the use and benefit of the members in proportion to the percentage of their ownership in the general common elements of the Condominium. Upon termination of the Condominium and dissolution or final liquidation of the Corporation, after paying and discharging, or making adequate provision for, all liabilities and obligations of the Corporation, the net assets of the Corporation shall be distributed to its members in proportion to the percentage of their ownership in the general common elements. Such distribution to the members of the Corporation upon dissolution shall not constitute or be deemed to be a default or distribution of income.

17. Unless sooner dissolved or terminated in accordance with applicable law, the Corporation shall continue to exist as long as the Condominium shall be in existence.

18. The provisions of this Charter may be amended, altered or repealed from time to time in accordance with the provisions of the Master Deed and the bylaws of the Corporation and in the manner prescribed by the Tennessee Nonprofit Corporation Act, and any additional provisions so authorized may be added hereto; provided that the provisions of this Charter shall not be changed, modified, repealed or expanded in such a manner as to be inconsistent with the purposes for which the Corporation is formed.

Dated this 5 day of JUNE, 2006.

Tom Scott, Incorporator

00183907.DOC

Instr: 200607140003926
PAGE: 68 OF 93

3

Instr: 200606160100187
PAGE: 3 OF 3

EXHIBIT H
BYLAWS OF THE ASSOCIATION



Instr: 200007140003926
PAGE: 69 OF 93

BY-LAWS OF
WOODLANDS OF KNOXVILLE TOWNHOUSE CORPORATION

ARTICLE ONE
OFFICES

1.1 Name. The name of the Association is WOODLANDS OF KNOXVILLE TOWNHOUSE CORPORATION, hereinafter referred to as the "Association".

1.2 Location. The principal office of the Association shall be located at 3805 Cherokee Woods Way, Knoxville, Tennessee 37920. The mailing address of the Association is 3805 Cherokee Woods Way, Knoxville, Tennessee 37920.

ARTICLE TWO

MEETINGS OF THE UNIT OWNERS

2.1 Annual Meeting Date. The annual meeting of unit owners shall be held on the 2nd Monday in January of each year, or if said date be a legal holiday, then on the next succeeding day which is not a holiday.

2.2 Special Meeting. Special meetings of the unit owners may be called at any time by the President or by unit owners having twentyfive (25%) percent or more of the total vote of the Association.

2.3 Place. Annual or special meetings of the unit owners may be held at any place within reasonable proximity to Woodlands of Knoxville in Knox County, Tennessee as set forth in the notice thereof, or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the registered office of the Association.

2.4 Notice. Notice of annual or special meetings of the unit owners shall be given to each unit owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, stating the time, place and purpose of such rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

2.5 Quorum. A quorum shall be deemed present throughout any meeting of the unit owners until adjourned if unit owners, in person or by proxy, entitled to cast more than one-third (1/3rd) of the votes of the Association are present at the beginning of such meeting.

2.6 Vote of Unit Owners. On all matters upon which the unit owners are entitled to vote, each unit owner shall be entitled to cast the number of votes which are allocated to each unit owned by such unit owner by the Master Deed of Woodlands of Knoxville Horizontal Property Regime. Any action of the Association shall be deemed valid upon the majority vote of the members present in person or by proxy at any annual or special meeting of the Association at which a quorum is present, unless the Master Deed, the Articles of Incorporation, these By-Laws or the Horizontal Property Act of Tennessee provide for an affirmative vote greater than a majority. The vote of the owners of a unit owned by a corporation or other legal entity shall be cast by the person named in a certificate signed by the agent of such corporation, or by a general partner of a partnership, as the case may be, and filed with the secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be



considered in determining the requirement for a quorum nor for any other purpose. In no event shall more than one vote be cast with respect to any unit.

2.7 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing filed with the secretary of the Association. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon the sale by the unit owner of his unit.

2.8 Suspension of Membership and Voting Rights. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

2.9 Presiding Officer. The presiding officer at all meetings of the unit owners shall be the president, in whose absence the vice president shall preside. If neither of such officers is present, the members shall elect a chairman to preside at the particular meeting.

2.10 Adjournments. Any meeting of the unit owners, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

2.11 Action in Lieu of Meeting. Any action to be taken at meeting of the unit owners, or any action that may be taken at a meeting of the unit owners, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the unit owners entitled to vote with respect to the subject matter thereof and any further requirements of law pertaining to such consents have been complied with.

ARTICLE THREE

DIRECTORS

3.1 General Powers. Except as provided otherwise in the Horizontal Property Act of Tennessee, the Tennessee Nonprofit Corporation Act, the Master Deed, the Articles of Incorporation, or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers, without any further consent or action on the part of the unit owners. The Board of Directors shall have the authority to adopt from time to time reasonable rules and regulations governing the use of the submitted property by the unit owners. All resolutions adopted and all business transacted by the Board of Directors shall require the affirmative vote of a majority of the Directors present at the meeting.

The Board of Directors shall also be authorized to enter into such agreements for professional management of the Association as the Board shall deem to be in the best interests of the Association; provided, however, that all such agreements must provide for termination on ninety (90) days written notice and a maximum contract term of three (3) years.



3.2 Number of Directors. The Board of Directors of the Association shall consist of a minimum of three (3) members and a maximum of five (5) members. Board members shall be elected at each annual meeting of the unit owners and serve for a term of one year and until their successors are elected.

3.3 Nomination. Nominations for election for the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than one (1). Such nominations shall be made from among the members of the Association.

3.4 Election. Election of the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Deed. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

3.5 Vacancies. The Directors may fill the place of any Director which may become vacant prior to the expiration of his term, and such appointment by the Directors is to continue until the expiration of the term of the Director whose place has become vacant.

3.6 Meetings. The Directors shall meet annually without notice, following the annual meeting of the unit owners. Special meetings of the Directors may be called at any time by the President or by any Director, on two days' notice to each Director, which notice shall specify the time and place of the meeting. Notice of any such meeting maybe waived by an instrument in writing executed before or after the meeting. Directors may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute presence in person at any meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof.

3.7 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

3.8 Action in Lieu of Meeting. Any action to be taken at a meeting of Directors, or any action that may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Directors and any further requirements of law pertaining to such consents have been complied with.

3.9 Compensation. Officers and Directors shall serve without compensation, but they shall be entitled to reimbursement for reasonable expenses incurred in the performance of their duties.

ARTICLE FOUR

OFFICERS AND THEIR DUTIES

4.1 Enumeration of officers. Except as otherwise provided herein, the officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other offices as the Board may from time to time by resolution create. The Board of Directors, in its discretion, may elect to dispense with the offices of vice-president and treasurer.



4.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

4.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve.

4.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

4.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

4.7 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 44 of this Article.

4.8 Duties. The duties of the officers are as follows:

(a) President— The president shall preside at all meetings of the Board of Directors and at all meetings of unit owners; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall assign all promissory notes.

(b) Vice President— The vice president shall act in the place and stead of the president in event of the absence, inability or refusal of the president to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary— The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the unit owners; serve notice of meetings of the Board and of the unit owners; keep appropriate current records showing the unit owners of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer— The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.



ARTICLE FIVE

COMMITTEES; RULES AND REGULATIONS

5.1 In addition to the Nominating Committee, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

5.2 It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

5.3 The Board may also promulgate reasonable rules and regulations for the benefit of the owners and occupants of the Woodlands of Knoxville. Initially, the following rules and regulations shall govern the use of the clubhouse and/or formal gatherings of owners or occupants.

- (a) Not more than ten (10) persons may congregate in an organized gathering, whether at the clubhouse, swimming pool, or any other common area, without first obtaining a permit from the Board. Such permits shall specify the date, place and time of such gathering and the intended purpose. Any such gathering occurring without the issuance of a permit may be disbursed by the Board or its designated representative and appropriate fines levied against the owners and/or occupants participating in such a gathering.
- (b) As a condition to the issuance of a permit, the Board may require a security deposit in an amount reasonably determined by the Board, said security deposit being given for the purpose of (i) offsetting any damage resulting from the gathering; (ii) the cost of security personnel, if deemed necessary, by the Board; and (iii) any other expense incurred by the Board as a result of the event.
- (c) The issuance of a permit by the Board does not submit the Board to any liability for the conduct of the parties participating in such an event. The Board does not condone any underage consumption of alcohol or illegal activity.

ARTICLE SIX

INSPECTION OF BOOKS; NOTICE TO MORTGAGEES

6.1 The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any unit owner or the mortgagee of any unit owner.

6.2 All mortgagees who request the same shall be entitled to receive a written notification from the Association of any default in the performance by the individual unit owner/mortgagor of any obligation under the Master Deed which is not cured within sixty (60) days.

ARTICLE SEVEN

AMENDMENT

7.1 The By-Laws may be amended only in the manner provided in the Master Deed, including notice and recording provisions applicable to the amendment of the Master Deed.



ARTICLE EIGHT

RESOLUTION OF CONFLICTS

8.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Master Deed and these Bylaws, the Master Deed shall control.

ARTICLE NINE

FISCAL YEAR

9.1 The Board of Directors shall be authorized to fix the fiscal year of the Association and to change the same from time to time as it shall deem appropriate.

ARTICLE TEN

DEFINITIONS

10.1 All of the terms defined in the Horizontal Property Act of Tennessee shall be deemed to have the meanings therein specified wherever they appear in these Bylaws, unless the context otherwise requires.



EXHIBIT I
LEGAL DESCRIPTION OF EXPANDABLE AREA

All that tract or parcel of land situated in the Ninth (9th) Civil District of Knox County, Tennessee containing an aggregate of 92.27 acres, more or less, and being more particularly described as follows:

TRACT ONE: 101.73 Acres

SITUATED in the 9th (formerly 14th) Civil District of Knox County, Tennessee, lying on both sides of Cherokee Trail, and more particularly described as follows:
BEGINNING at an existing iron pin placed on the top of the South bank of Fort Loudon Lake at an elevation of approximately 820 feet and in the line of the Tennessee River Condominium Development; thence along their line S54-51-18E 24.91 feet to a new iron pin and the center line of a right of way across Tennessee River Condominium for The Woodlands of Knoxville, LLC; thence S54-51-18E 88.05 feet to an existing iron pin in the SW corner of old Scottish Pike at the base of the bluff; thence up the bluff S54-48-30E 309.45 feet to a to an existing concrete monument with hackberry pointer on top of the Bluff and being an original corner to 1886 survey of Scottish Land and Lumber Co.; 1922 survey by Sehorn and Kennedy of W. H. Swann Addition, corner to Overholts and 1932 survey by Sehorn and Kennedy of D. M. Rose; thence S57-13-07E 360.98 feet along a fence to a new iron pin at a fence corner; thence along the same fence S60-00-49 W 99.51 feet to an existing iron pin; thence S60-00-56E 79.99 feet to an existing iron pin; thence S59-47-21W 79.68 feet to an existing iron pin; thence S60-13-49W 79.62 feet to an existing iron pipe; S29-45-46E 307.48 feet to a new iron pin after crossing Cans Lane; thence S60-14-14W 5 feet to a new iron pin; thence S29-45-46E 232.5 feet to a new iron pin; thence N60-14-14E 5 feet to a new iron pin; thence 530-31-22E75 feet to a new iron pin; thence S61-36-38W 25 feet to a new iron pin; thence S28-30-08E 217.22 feet to an existing iron pin at a masonry post at Cherokee Trail; thence along Cherokee Trail S43-17-15W 27.34 to a point: thence Radius 230.00', Length 150.11', Chord 147.46', Bearing S61-59-03W; thence S80-40-52W 218.38 feet to a point; thence Radius 120.00', Length 62.40', Chord 61.70', Bearing S65-47-00W to a point; thence S50-53-09W 86.43 feet to a point; thence Radius 220.00', Length 149.92', Chord 147.04', Bearing 531-21-48W; thence crossing Cherokee Trail 519-46.12E 76.31 feet to a new iron pin; thence S52-59-00E 223.09 feet along a fence to an existing concrete monument; thence along same fence S39-21-40W 754.21 feet to an existing iron pin on East side of Candora Road; thence S11-47-13W 89.22 feet to a point on the West side of Candora Road; thence S13-50-18E 46.46 feet to an existing iron pipe; thence S54-18-07W 226.71 feet along a fence to an existing iron pin and stone; thence S44-26-48W 101.46 feet along a fence to an existing iron pin; thence along same fence S46-06-53W 48.90 feet to an existing iron pipe at a fence corner; thence S39-55-18E 289.95 feet along a fence to an existing iron pin at a telephone pole; thence S47-18-15W 96.86 feet along fence to an existing stone; thence S48-13-37W 711.89 feet along a fence to existing iron pipe; thence S48-23-15W 301.08 feet along a fence to an existing stone at a fence corner; thence N3-54-11W 745.84 feet along a fence to the south side of Cherokee Trail; thence Radius 526.01', Length 64.94' Chord 64.90', Bearing N40-56.54E; thence N37-24-42E 364.01 feet to a point on the south side of Cherokee Trail; thence crossing Cherokee Trail N05-06-58W 55.32 feet to an existing iron pin; thence N64-40- 557W 280.22 feet to a new pin; thence N05-57-45W 177.30 feet to an existing concrete monument; thence N06-01-36W 296.83 feet to an existing concrete monument, a corner to Jim Rose and Cherokee Bluff Condos; thence N 06-24-28W 808.92 feet crossing a branch to an existing iron pin on top of the ridge; thence N04-02-50W 336.92 feet to an existing concrete



monument at a woods road in the valley; thence up the valley S53- 17-23W 465.82 feet to a former concrete monument now an iron rod and plastic pipe; thence N00-27-23E 473.2 feet to a former concrete monument near the top of the bluff; thence N00-27-23E 239.86 feet across the bluff to a point at the base of the bluff and in Fort Loudon Lake; thence S86-51- 12E 118.72 feet to a point in lake; thence N89-24-40E 135.74 feet to a point in lake; thence N77-47-47E 113.42 feet in lake; thence N62-05-36E 162.51 feet to a point in lake; thence N71-51-36E 227.07 feet to a point in the lake; thence N75-50-38E 2867 feet to a point in the lake; thence N71-44-48E 239.70 feet to a point in the lake; thence N65-03-03E 343.79 feet to a point in the lake; thence N48-02-02E 67.03 feet to a point in the lake and on the Condo line; thence S54-51-18E 19.57 feet to the BEGINNING.

The above three combined tracts are 101.73 acres excluding roads and easements.
Surveyor information per T. C. A. 66-24-121: Surveyed by Howard Dawson TN #1301, Smoky Mountain Land Surveying Co., Inc., Print #040219A, February 2005.

TRACT TWO: 2.78 Acres

BEING all that tract or parcel of land situated in the Ninth (9th) Civil District of Knox County, Tennessee and without the corporate limits of the City of Knoxville, and being more particularly bounded and described as follows:

BEGINNING at a new iron pin located in the southern or southeastern right-of-way line of Cherokee Trail, said pin also being the northwestern corner of property owned by Woodlands of Knoxville, LLC (Inst. No. 200502280067751); thence leaving the southern or southeastern right-of-way line of Cherokee Trail and continuing with the boundary line of Woodlands of Knoxville, LLC, South 03 deg. 54 mm. 11 sec. East, a distance of 745.46 feet to a stone, said stone lying on the boundary line of property owned by Ella Williams and Theodore Williams (D.B. 2319, pg. 617); thence continuing with the boundary line of Williams, North 84 deg. 13 mm. 31 sec. West, a distance of 190.12 feet to a new iron pin, said pin being located on the eastern right of way line of Cherokee Way; thence leaving the line of Williams and continuing with the eastern right-of-way line of Cherokee Way, the following five (5) calls and distances: North 27 deg. 40 mm. 38 sec. West, a distance of 68.22 feet to a new iron pin; North 03 deg. 30 mm. 04 sec. East, a distance of 127.04 feet to a new iron pin; North 05 deg. 59 mm. 14 sec. East, a distance of 49.45 feet to a new iron pin; North 03 deg. 11 mm. 27 sec. East, a distance of 264.77 feet to a new iron pin; and North 03 deg. 14 mm. 38 sec. East, a distance of 118.52 feet to a new iron pin; thence along a curve to the right having a radius of 25.00 feet, an arc length of 28.73 feet, a chord bearing of North 36 deg. 09 mm. 57 sec. East, and a chord length of 27.17 feet to a new iron pin, said pin also being located on the southern or southeastern right-of-way line of Cherokee Trail; thence continuing with the southern or southeastern right-of-way line of Cherokee Trail along a curve to the left having a radius of 301.50 feet, an arc length of 147.45 feet, a chord bearing of North 55 deg. 04 mm. 36 sec. East, and a chord length of 145.99 feet to a new iron pin, said pin also being the place of BEGINNING. Containing 2.78 acres, more or less, according to the survey dated September 20, 2005 by David L. Hurst, RLS No. 1886 of Michael Brady Inc., whose address is 299 N. Weisgarber Road, Knoxville, Tennessee 37919 and bearing MBI No. DH05458.

This conveyance is made subject to all building set back lines, utility lines and utility easements affecting the subject property.

BEING the same property conveyed Charles W. Reeves and Ruth Ellen Reeves by deed dated August 15, 1942 and recorded in Deed Book 642, page 420 in the Register's Office for Knox County, Tennessee. See also deed dated March 16, 1993 and recorded in Deed Book 2099, page 821.



TRACT THREE: 3.28 Acres

SITUATED in the 9th (formerly 14th) Civil District of Knox county, Tennessee, lying north of the junction of Cherokee Trail and Edington Road and more particularly described as follows: BEGINNING point is a new iron pin (with a tall witness pipe) and a corner with Kelly that is N 64-40-57 W 280.22 feet from an existing iron pin (with a tall witness pipe) in a fence row on the north side of Cherokee Trail also a Kelly corner; thence with Kelly S 79-01-21 W 147.58 feet to an existing iron pin (Kelly corner); thence S 79-01-23 W passing the spring and a Joan Rose, Trustee corner at approximately at 58 feet for a total of 77.42 feet to a new iron pin (with a tall witness pipe); thence N 27-07-45 W 464.84 feet to an existing concrete monument in an old fence line and in the Joan Rose (Trustee) and Cherokee Bluff Condo line; thence along an old fence line N 75-20-02 E 173.82 feet to an concrete monument; thence N 75-13-36 E 81.46 feet along an old fence line to an existing concrete monument; thence N 75-15-01 E 141.00 feet along an old fence line to a concrete monument (with a tall witness pipe) and a corner of the Rose Tract, Joan Rose (Trustee), and Cherokee Bluff Condo; thence S 6-01-36 E 296.83 feet to an existing concrete monument (with a tall witness pipe); thence S 5-57-45 E 177.30 feet to the BEGINNING. The above tract contains 3.28 acres.

LESS AND EXCEPT THE PROPERTY SUBMITTED TO THIS MASTER DEED AS PHASE ONE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being a parcel of land in the Ninth Civil District of Knox County, Tennessee, shown as Lot 1 on the "Woodlands of Knoxville" plat recorded as Instrument No. 200606210107399.

Commencing at a point at the southwestern intersection of right-of-ways of Cherokee Trail and Candora Road, said point being the POINT OF BEGINNING;
Thence, with said right-of-way of Candora Road, S 30°40'36" E 38.01 feet, to an iron pin set, to an iron pin set on a curve to the right, having a radius of 475.00 feet, thence along the arc of said curve a distance of 139.54 feet, said arc subtended by a chord bearing S 22°15'50" E, a distance of 139.04 feet, thence S 11°58'55" E 49.21 feet to an iron pin set, thence, leaving said right of way, S 54°18'07" W 219.60 feet to a set stone found, thence S 44°26'48" W 101.46 feet to an iron pin found, thence S 46°06'53" W 48.90 feet to an iron pipe found, thence S 39°55'18" E 289.95 feet to an iron pin found,
thence S 47°18'17" W 96.87 feet to a set stone found, thence S 48°13'37" W 711.89 feet to an iron pin found, thence S 48°23'15" W 301.08 feet to a set stone found, thence N 83°05'02" W 188.22 feet to an iron pin set in the right of way of Edington Road, to an iron pin set on a curve to the right, having a radius of 155.00 feet, thence with said right of way along the arc of said curve a distance of 116.93 feet, said arc subtended by a chord bearing N 15°18'49" W, a distance of 114.17 feet, thence N 6°17'44" E 133.67 feet to an iron pin set, to an iron pin set on a curve to the left, having a radius of 125.00 feet, thence along the arc of said curve a distance of 6.55 feet, said arc subtended by a chord bearing N 4°47'36" E, a distance of 6.55 feet,
thence N 3°17'32" E 357.68 feet to an iron pin set, to an iron pin set in the right of way of Cherokee Trail on a curve to the right, having a radius of 25.00 feet, thence, with said right of way, along the arc of said curve a distance of 28.39 feet, said arc subtended by a chord bearing N 35°49'28" E, a distance of 26.89 feet, to an iron pin set on a curve to the left, having a radius of 311.73 feet, thence along the arc of said curve a distance of 129.88 feet, said arc subtended by a chord bearing N 56°25'15" E, a distance of 128.94 feet, thence N 44°29'06" E 20.64 feet to an iron pin set, to an iron pin set on a curve to the left, having a radius of 536.01 feet, thence along the arc of said curve a distance of 66.18 feet, said arc subtended by a chord bearing N 40°56'54" E, a distance of 66.13 feet, thence N 37°24'42" E 364.01 feet to an iron pin set, to an iron pin set on a curve to the right, having a radius of 270.00 feet, thence along the arc of said



curve a distance of 125.07 feet, said arc subtended by a chord bearing N 50°40'56" E, a distance of 123.96 feet, thence N 63°57'09" E 240.28 feet to an iron pin set, to an iron pin set on a curve to the left, having a radius of 2530.00 feet, thence along the arc of said curve a distance of 208.20 feet, said arc subtended by a chord bearing N 61°35'42" E, a distance of 208.14 feet, thence N 59°14'15" E 101.99 feet to an iron pin set, to an iron pin set on a curve to the left, having a radius of 530.00 feet, thence along the arc of said curve a distance of 6.52 feet, said arc subtended by a chord bearing N 58°53'08" E, a distance of 6.52 feet, to an iron pin set on a curve to the right, having a radius of 25.00 feet, thence along the arc of said curve a distance of 39.61 feet, said arc subtended by a chord bearing S 76°04'18" E, a distance of 35.60 feet, to the POINT OF BEGINNING.

Said parcel containing 780,027 square feet or 17.907 acres, more or less.

THE EXPANDABLE AREA ALSO INCLUDES THE ADJOINING PROPERTIES PARTICULARLY DESCRIBED AS FOLLOWS:



37
3916-

This instrument was prepared by:
Jack E. Stringham II
Essex McAfee Norton PLLC
Suite 1300
311 Union Street
Nashville, Tennessee 37219-1778

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

COUNTERSIGNED

MAY 06 2005

JAMES H. WHITEHEAD
KNOX COUNTY
PROPERTY ASSESSOR
w. h. h.

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO	MAP/PARCEL
SeeSaw Construction, L.L.C.	Same	Map-Parcel
6255 Lakeview Drive		CLT#108MA-003
Buford, GA 30518		CLT#108MA-001
		CLT#108MA-011
		CLT#108MA-012
		CLT#122DD-021

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Loghaven Community, a Tennessee general partnership whose partners are Phillip W. Moffitt and Edward F. Smith, Jr. (the "Grantor") has bargained and sold, and by these presents does transfer and convey unto SeeSaw Construction, L.L.C., a Georgia limited liability company (the "Grantee"), its successors and assigns, a certain tract or parcel of land situated within the Ninth Civil District of Knox County, Tennessee, and being more particularly described as follows.

See Exhibit A

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title, and interest thereto belonging to the said Grantee, Grantee's successors, and assigns forever. Grantor does hereby release and relinquish unto Grantee, its successors and assigns forever, all of its right, title and interest in and to said property, and does hereby covenant to and with Grantee, its successors and assigns, to defend the title to the property herein conveyed against all persons lawfully claiming the same by, through or under Grantor, but not otherwise subject to all matters of public record. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(09102867.1)

[Redacted Signature]



In witness whereof, Grantor has caused to be executed this instrument this 27 day of April, 2005.

The Loghaven Community

By: *Philip W. Moffitt*
Philip W. Moffitt, General Partner

By: *Edward F. Smith, Jr.*
Edward F. Smith, Jr., General Partner

STATE OF CALIFORNIA)
COUNTY OF Marin)

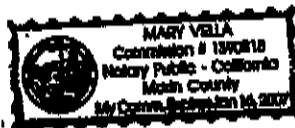
POOR ORIGINAL

Before me, the undersigned, of the state and county aforesaid, personally appeared Philip W. Moffitt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of The Loghaven Community, the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Mary Vella
NOTARY PUBLIC

My Commission Expires:

1/16/07



POOR ORIGINAL

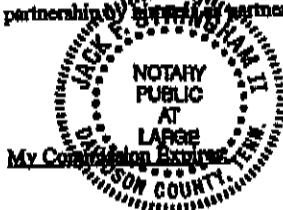
0000007.11

[Redacted Signature Area]
PAGE: 2 OF 7



STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforementioned, personally appeared Edward F. Smith, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of The Loughaven Community, the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership as such partner.



Jack C. Stinson
NOTARY PUBLIC

My Commission Expires JULY 29, 2005
STATE OF TENNESSEE)
COUNTY OF YALB)

I, hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is \$1,080,000.00.

Edward F. Smith, Jr.
Affiant

Subscribed and sworn to before me,
this the 2nd day of May, 2005.

Jack C. Stinson
Notary Public

My Commission Expires:
3/20/05



(0102007.1)

[REDACTED]

Exhibit A

TRACT 1: SITUATED in District No. 9 (formerly 14) of Knox County, Tennessee, and partially within the 25th Ward of the City of Knoxville, Tennessee, and being more fully bounded and described as follows:

Parcel A: BEGINNING at an iron pin at the point of intersection of the northwest line of Loghaven Drive with the northeast line of Candora Road; thence with the line of Candora Road and the line of Cherokee Cove Road, North 36 deg. 41 min. West, 150.21 feet to an iron pin corner to Whittle; thence with Whittle, North 50 deg. East, 99.78 feet to an iron pin corner to Robinson; thence with Robinson, South 36 deg. 44 min. East, 149.30 feet to an iron pin in the northwest line of Loghaven Drive; thence with said line, South 49 deg. 29 min. West, 100 feet to the place of BEGINNING, containing 0.34 acres, more or less, and being according to the survey of J. M. Widner, Engineer, Lenoir City, Tennessee, dated April 10, 1978.

Parcel B: BEGINNING at an iron pin at the intersection of the southern line of Loghaven Road and the eastern line of Candora Road; thence from said BEGINNING point with the line of Loghaven Road, North 49 deg. 29 min. East, 137.63 feet to an iron pin corner with Miller lot; thence with the western line of Miller, South 41 deg. 3 min. East, 217.4 feet to an iron pin in the northern line of an alley; thence with the line of said alley, South 49 deg. 29 min. West, 145.08 feet to an iron pin in the eastern line of Candora Road; thence with the line of Candora Road, North 39 deg. 5 min. West, 217.5 feet to the point of BEGINNING, and being 0.71 acre, as shown on survey of J. M. Widner & Associates, dated April 10, 1978.

Parcel C: BEGINNING at an iron pin in the intersection of the eastern line of Cedar Road (now Millwood Drive) with the southern line of Hickory Road, and the western line of an alley; thence with the line of said alley, South 77 deg. 39 min. East, 84.25 feet to an iron pin; thence leaving the line of the alley, South 59 deg. 11 min. West, 87.97 feet to an iron pin in the eastern line of Cedar Road (now Millwood Drive); thence with the line of Cedar Road (now Millwood Drive), North 9 deg. 7 min. West, 63.64 feet to the point of BEGINNING, containing 0.06 acre, as shown on survey of J. M. Widner & Associates dated April 10, 1978.

Parcel D: BEGINNING at an iron pin in the north line of Hickory Road (also Hickory Street) at the east corner of lot conveyed by Martha C. Thompson to Horace L. Welch and wife in Deed Book 772, page 137, said BEGINNING point being North 49 deg. 9 min. East, approximately 100 feet from the northeast corner of the intersection of Hickory Road with an unnamed alley; thence from said BEGINNING point with the line of said lot, North 41 deg. 23 min. West, 125 feet to an iron pin; thence South 49 deg. 43 min. West, 100 feet to an iron pin in the line with said alley; thence with the line of said alley, North 41 deg. 23 min. West, 359.87 feet to an iron pin; thence continuing with the eastern line of Miller, North 41 deg. 3 min. West, across Loghaven Road, 217.4 feet to an iron pin; thence continuing North 40 deg. 31 min. West, 18.39 feet to an iron pin; thence South 49 deg. 29 min. West, 117.47 feet to an iron pin in the north line of Loghaven Road corner with Robinson lot; thence with the line of Robinson, North 36 deg. 42 min. West, 274.86 feet to an iron pin in the line common with Approach: 13-30 Corporation; thence with the line of Approach: 13-30 Corporation, North 49 deg. 22 min. East, 665.02 feet to an iron pin also corner with Approach: 13-30 Corporation (formerly L&N Railroad tract); thence with the line of Approach: 13-30 Corporation (formerly L&N Railroad tract), South 31 deg. 30

RECORDED

Instr: 200607140003926
PAGE: 4 OF 4



Instr: 200607140003926
PAGE: 83 OF 93

min. East, 337.20 feet to an iron pin; thence with the line of said tract, North 59 deg. 30 min. East, 593.87 feet to an iron pin common corner with Knox County Humane Society; thence leaving said tract with the line of Knox County Humane Society, South 35 deg. 21 min. East, 828.68 feet to an iron pin in the northern line of Hickory Road; thence with the line of said road, the following eight calls: South 35 deg. 39 min. West, 35.72 feet to an iron pin; thence South 47 deg. 10 min. West, 42.97 feet to an iron pin; thence South 65 deg. 59 min. East, 42.65 feet to an iron pin; thence South 73 deg. 21 min. West, 412.66 feet to an iron pin; thence North 34 deg. 33 min. West, 26.77 feet to an iron pin; thence North 70 deg. 12 min. West, 69.75 feet to an iron pin; thence South 56 deg. 22 min. West, 65.98 feet to an iron pin; thence South 49 deg. 9 min. West, 321.25 feet to the point of BEGINNING, containing 22.55 acres, more or less, as shown by survey of J. M. Widner & Associates, dated April 10, 1978.

Parcel E: BEGINNING at an iron pin in the east line of Cherokee Trail, said iron pin being distant 1,470 feet, more or less, from the point of intersection of the east line of Cherokee Trail with the centerline of Candora Road; thence from said BEGINNING point along Cherokee Trail, the following calls and distances: North 31 deg. 19 min. East, 185.1 feet to an iron pin; North 11 deg. 23 min. West, 92.8 feet to an iron pin; North 0 deg. 46 min. West, 60.65 feet to an iron pin; North 23 deg. 08 min. East, 124.9 feet to an iron pin; North 22 deg. 46 min. East, 51.82 feet to an iron pin; North 37 deg. 24 min. East, 58.86 feet to an iron pin; North 49 deg. 41 min. East, 69.84 feet to an iron pin; North 63 deg. 57 min. East, 69.5 feet to an iron pin; North 73 deg. 00 min. East, 87.67 feet to an iron pin; North 53 deg. 08 min. East, 69.88 feet to an iron pin; North 15 deg. 12 min. East, 96.11 feet to an iron pin; North 16 deg. 59 min. East, 65.18 feet to an iron pin; and North 36 deg. 17 min. East, 94.0 feet to an iron pin; thence leaving the road, South 43 deg. 37 min. East, 426.67 feet to an iron pin; thence North 49 deg. 21 min. East, 623.0 feet to an iron pin in the right-of-way line of the L&N Railroad; thence with the railroad, South 26 deg. 06 min. East, 75.1 feet to an iron pin; thence South 49 deg. 29 min. West, 1004.46 feet to an iron pin; thence South 26 deg. 12 min. East, 80.0 feet to an iron pin; thence South 60 deg. 04 min. West, 310.23 feet to an iron pin; thence South 54 deg. 58 min. West, 103.5 feet to an iron pin; thence South 63 deg. 10 min. West, 69.43 feet to an iron pin; thence South 84 deg. 36 min. West, 61.3 feet to an iron pin; thence North 79 deg. 51 min. West, 101.48 feet to an iron pin; thence North 42 deg. 55 min. West, 47.65 feet to an iron pin, the place of BEGINNING, containing 9.888 acres, more or less, as shown by the survey of T. J. Hatmaker, Surveyor, dated May 6, 1980.

Parcel F: BEGINNING at the point of intersection of the southwest line of Cherokee Cove Road with the northwest line of Candora Road; thence with the line of Candora Road, South 58 deg. 36 min. West, 131.45 feet to an iron pin corner to Chambers; thence with Chambers line, North 35 deg. 12 min. West, 227.14 feet to an iron pin in the line of property now or formerly owned by Approach 13-30 Corporation; thence with same, North 53 deg. 29 min. East, 130 feet to an iron pin in the southwest line of Cherokee Cove Road; thence with said line, South 35 deg. 29 min. East, 237.66 feet to the place of BEGINNING, containing 0.69 acres, more or less, and being according to the survey of J. M. Widner, Engineer, Lenoir City, Tennessee, dated April 10, 1978.

Parcel G: BEGINNING at a iron pin in the east line of Candora Road, corner to Rose, said BEGINNING point being distant 148 feet, more or less, southerly from the southeast corner of Candora Road and Cherokee Trail; thence with Rose line, North 41 deg. 53 min. East, 749.62 feet to an iron pin corner to Branch; thence with Branch, North 39 deg. 56 min. East, 84.57 feet

0010707.11

Instr: 200807140003926
PAGE: 84 OF 93



Instr: 200807140003926
PAGE: 84 OF 93

to an iron pin corner to Jeffries; thence with Jeffries, North 42 deg. 35 min. East, 250.72 feet to an iron pin; thence continuing with Jeffries, North 37 deg. 24 min. West, 168.84 feet to an iron pin in the south line of Cherokee Trail; thence with said line, South 85 deg. 51 min. East, 33.12 feet to an iron pin; North 80 deg. 59 min. East, 103.57 feet to an iron pin; North 69 deg. 59 min. East, 105.05 feet to an iron pin; and North 43 deg. 29 min. East, 122.73 feet to an iron pin corner to property now or formerly owned by Seaton; thence with Seaton, eight calls and distances as follows: South 42 deg. 07 min. East, 47.92 feet to an iron pin; South 79 deg. 07 min. East, 101.63 feet to an iron pin; North 85 deg. 20 min. East, 61.43 feet to an iron pin; North 63 deg. 54 min. East, 69.49 feet to an iron pin; North 55 deg. 49 min. East, 103.65 feet to an iron pin; North 60 deg. 54 min. East, 310.58 feet to an iron pin; North 25 deg. 27 min. West, 80 feet to an iron pin; and North 49 deg. 48 min. East, 1004 feet to an iron pin in the southwest right-of-way line of L&N Railway; thence with said line, five calls and distances as follows: South 26 deg. 59 min. East, 236.94 feet to an iron pin; South 40 deg. 54 min. East, 285 feet to an iron pin; South 82 deg. 42 min. East, 150 feet to an iron pin; South 40 deg. 54 min. East, 87 feet to an iron pin; and along a curve to the right, 50 feet from the centerline of the railroad, a chord distance of South 30 deg. 42 min. East, 474.3 feet to an iron pin in the line of Knox County Humane Society property; thence with the line of same, three calls and distances as follows: South 68 deg. 51 min. West, 132.46 feet to an iron pin; thence South 56 deg. 34 min. West, 1,137.86 feet to an iron pin common corner with The Loughaven Community (formerly Thompson); thence with former Thompson line, South 59 deg. 30 min. West, 593.87 feet to an iron pin; thence continuing with former Thompson line, North 31 deg. 30 min. west, 337.2 feet to an iron pin; thence continuing with former Thompson line, South 49 deg. 22 min. West, 735.59 feet common corner with Whittle and Robinson; thence with Whittle line, South 30 deg. West, 99.85 feet to an iron pin in the eastern line of Cherokee Cove Road; thence across the road, South 62 deg. 42 min. East, 15 feet to an iron pin common corner with Whittle; thence continuing with Whittle line, South 53 deg. 29 min. West, 130 feet to an iron pin common corner with Chambers; thence continuing with Chambers, South 53 deg. 29 min. West, 459.76 feet to an iron pin in the northeast line of Candora Road; thence with the line of said road, four calls and distances as follows: North 63 deg. 47 min. West, 132.69 feet to an iron pin; North 34 deg. 28 min. West, 87.05 feet to an iron pin; North 20 deg. 06 min. West, 92.8 feet to an iron pin; and North 12 deg. 15 min. West, 228.23 feet to the place of BEGINNING, and being according to the survey of J. M. Widner, Engineers, Lenoir City, Tennessee dated April 10, 1978.

THERE IS EXCLUDED from Tract I, Parcel D, that portion conveyed to Edward F. Smith, Jr. and wife, Mary Pamela Beaver Smith by Warranty Deed dated December 20, 1980, of record in Deed Book 1728, page 519, in the Knox County Register's Office.

THERE IS FURTHER EXCLUDED from Tract I, Parcel D, that portion conveyed to Phillip W. Moffitt by Warranty Deed dated December 20, 1980, of record in Deed Book 1730, page 128, in the Knox County Register's Office.

BEING part of the same property conveyed to Phillip W. Moffitt and Edward F. Smith, Jr. d/b/s The Loughaven Community, a Tennessee general partnership, by Warranty Deed from H. Christopher Whittle, Partner of The Loughaven Community, dated December 20, 1994, of record in Deed Book 2162, page 1026, in the Knox County Register's Office.

00017697.11

[REDACTED]



Instr: 200607140003926
PAGE: 86 OF 93

TRACT II: SITUATED in District No. 9 of Knox County, Tennessee, and being known and designated as part of Lots 1 and 2, W. H. Webber Subdivision, as shown by map of same of record in Map Book 9, page 119, in the Knox County Register's office, and being more fully described as follows:

BEGINNING at an iron pin in the northeast line of Cherokee Cove Road, said point being in the southwest line of Lot 1 and being distant 150 feet North 36 deg. 45 min. West, from the northwest line of Loghaven Road; thence from said BEGINNING point with the line of Cherokee Cove Road, North 36 deg. 45 min. West, 125 feet to an iron pin in the line of Miller; thence with Miller line, North 45 deg. 57 min. East, 100 feet to a 2 inch pipe; thence South 36 deg. 45 min. East, 125 feet to an iron pin corner to other property of Forsythe; thence South 45 deg. 57 min. West, 100 feet to the place of BEGINNING, according to the survey of Sehorn & Kennedy, dated May 29, 1961.

TOGETHER WITH an easement 10 feet wide extending from the northwest side of Loghaven Road North 36 deg. 45 min. West, 150 feet to the east corner of subject property along the northeast line of property conveyed to Forsythe in Deed Book 708, page 61, in the Knox County Register's Office, said easement being for ingress and egress and being over the driveway as now located.

BEING the same property conveyed to Phillip W. Moffitt and Edward F. Smith, Jr. d/b/a The Loghaven Community, a Tennessee general partnership, by Warranty Deed from H. Christopher Whittle, being one and the same person as Chris Whittle, dated December 20, 1994, of record in Deed Book 2162, page 1031, in the Knox County Register's Office.

18010007.1)

[REDACTED]
KNOX COUNTY REGISTER
MAY 7 1995



Instr: 200807140083928
PAGE: 86 OF 93

This instrument is prepared by
F. H. McLaughlin & Company
1801 Valley View Road
Nashville, Tennessee

EXHIBIT "A"
RECORDING NO. 26528

4237620 800008.DDCA

SPECIAL WARRANTY DEED

For and in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, receipt of which is acknowledged, GUARANTY MORTGAGE COMPANY, a division of FIRST AMERICAN NATIONAL BANK OF NASHVILLE, has bargained and sold and by these presents does transfer and convey unto CHEROKEE BLUFF CO-OWNERS COUNCIL, INC., its successors and assigns, a certain tract or parcel of land situated in Knox County, Tennessee, described as follows:

Situated in the Ninth Civil District of Knox County, Tennessee, and being Parcels 1, 2, 3, 4, 5, 6, 13, and 14, as shown on map titled "Property of Cherokee Bluff Developers - Cherokee Bluff Condominium Master Plan, Sheet One", of record in Map Book 623, page 42, in the Registrar's Office for Knox County, Tennessee, more particularly bounded and described as follows, to-wit:

Beginning at an iron pin in the Northerly line of Cherokee Trail, said iron pin being the Southern terminus of the dividing line between the property of the University of Tennessee and the property of Cherokee Bluff Developers; thence with said dividing line, North 18° 19' 42" East 1461.92' to a concrete monument; thence South 54° 26' 01" East, 424.70' to a point at the Western corner of the Racquet Club Parcel 11; thence with said Racquet Club boundary the following calls; South 20° 49' 36" East, 109.89'; thence North 70° 38' 29" East, 81.51'; thence South 58° 51' 58" East, 176.00'; thence South 10° 53' 04" West, 59.70'; thence South 34° 41' 48" West, 47.26'; thence South 56° 35' 33" East, 91.37'; thence South 33° 43' 50" West, 192.90'; thence South 56° 16' 10" East, 207.09'; thence North 33° 02' 45" East 202.18' to a corner common to the Racquet Club Parcel 11 and the Regime One Property Parcel 10; thence with said Regime One Property, the following four calls; South 56° 57' 15" East, 50.00'; thence South 12° 27' 17" East, 74.93'; thence North 81° 13' 34" East, 157.03'; thence North 47° 06' 50" East, 330.00'; thence North 62° 58' 01" East, 602.09' to a marble monument in the dividing line between the property of Rose and the property of Cherokee Bluff Developers; thence with said dividing line, the following calls; South 00° 42' 23" West, 394.96' to a marble monument; thence North 50° 01' East, 525.09' to an iron

BOOK 16 4237620 PAGE 423

Instr: 200607140003928
Page: 1 of 4
Date: 07/10/06
File: 16030000



pin; thence South 06° 27' 37" East, 806.20' to a concrete monument; thence South 75° 01' 18" West, 869.70' to a concrete monument; thence South 11° 25' 41" East, 165.00' to an iron pin; thence South 12° 38' 34" West, 126.88' to an iron pin in the Northerly line of Cherokee Trail, said pin being situated at the Southern terminus of the dividing line between the property of Rose and that of Cherokee Bluff Developers; thence with said Northerly line of Cherokee Trail, the following calls; thence with a curve to the left, whose chord is North 69° 11' West, 176.64', an arc distance of 177.61'; thence with a curve to the left, whose chord is South 87° 59' 07" West, 278.74', an arc distance of 280.95'; thence South 75° 32' 22" West, 266.65'; thence with a curve to the left, whose chord is South 64° 50' 44" West, 229.17', an arc distance of 230.51'; thence South 54° 09' 06" West, 296.25'; thence with a curve to the right, whose chord is South 72° 08' West, 132.48'; an arc distance of 134.68'; thence with a curve to the right, whose chord is North 73° 23' 38" West, 110.45', an arc distance of 111.99'; thence North 56° 54' 14" West, 181.63'; thence with a curve to the right, whose chord is North 48° 19' 32" West, 218.44', an arc distance of 219.26'; thence North 39° 44' 49" West, 307.59'; thence with a curve to the right, whose chord is North 36° 22' 18" West, 55.58', an arc distance of 55.61' to an iron pin, the point of beginning. Containing 66.22 acres. Said map and survey prepared by James E. Isbell, Jr., Engineer, of Knoxville, Tennessee.

Said property is subject to all easements of record.

BEING part of the property conveyed to Cherokee Bluff Developers, Inc., by the following deeds:

1. Warranty Deed dated October 19, 1972, from Cherokee Bluff Realty, Inc., to Cherokee Bluff Developers, of record in the Register of Deeds Office of Knox County, Tennessee in Deed Book 1493, page 204, and

2. Warranty Deed dated February 26, 1973, from Martha Washington Heights to Cherokee Bluff Developers, Inc., recorded in the Register's Office for Knox County, Tennessee, in Deed Book 1501 at page 159.

AND, said property was conveyed to grantor herein in book of deeds 1586, pp. 531 in said Register's Office TO HAVE AND TO HOLD the said tract or parcel of land

with the appurtenances, estate, title, and interest thereto belonging to said Cherokee Bluff Co-Owners Council, Inc., its successors and assigns in fee simple forever.

BOOK 1686 PAGE 428

RECORDED

INDEXED
PAGE 2 OF 2
Date File Creation



Guaranty Mortgage Company, a division of First American National Bank of Nashville, does covenant that it is duly seized of said land, that it has power to convey said land and that it covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said land to Cherokee Bluff Co-Owners Council, Inc., against the lawful claims of all persons claiming by, through, or under it, and further warrants that it has no knowledge of any claim against said title except those of the grantee, nor has any of its presently employed officers knowledge of any other claims against said title, but warrants not further or otherwise.

IN WITNESS WHEREOF, Guaranty Mortgage Company, a division of First American National Bank of Nashville, has executed this Deed this 21st day of June, 1978

GUARANTY MORTGAGE COMPANY, a division
OF FIRST AMERICAN NATIONAL BANK
OF NASHVILLE

By [Signature] VP - SVP



Instr: 200687140003926
Page: 2 of 2
Bank File Automation

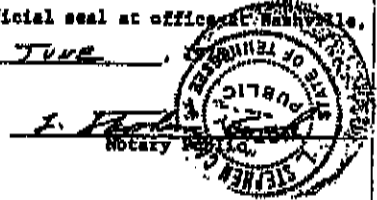
1146 431
BOOK PAGE



STATE OF TENNESSEE
COUNTY OF KNOX

Before me, L. STEPHEN CASH, a Notary Public within and for the State and County aforesaid, personally appeared ROBERT R. GUNN, with whom I am personally acquainted and who upon his oath acknowledged himself to be the ACT VICE PRESIDENT of First American National Bank of Nashville (Guaranty Mortgage Company being a division of First American National Bank of Nashville), the within named bargainer, a corporation, and that he as such ACT VICE PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as ACT VICE PRESIDENT.

WITNESS my hand and official seal at office at Nashville, Tennessee, this 21 day of JUNE.



My Commission expires April 23, 1981.

State Tax 24.50
Court Fee 5.00
Total 29.50

423F2021 800215.00CA

I hereby declare of record that the actual consideration of this deed is the amount, whichever is greater, in \$ 10,500 above, and that the same is to be paid to the grantee and to be held by the grantee as joint tenants.
County Register W. W. W. W.

JUN 23 1978
Dated at Nashville
Tennessee

RESPONSIBLE TAXPAYER
Charles R. Kelly Co. - Pomeroy Court
1431 Camden Road
Knoxville, In. 37920

RECEIVED FOR RECORDING
JUN 23 12 52 PM '78
DORRIS A. SHARP
REGISTER & CLERK
DEED BOOK

Inst: 117206230014780
Page: 4 of 4
Bank File Automation



STEVE HALL
REGISTER OF DEEDS
KNOW COUNTY

OWNER/RESPONSIBLE TAXPAYER:
The Woodlands of Knoxville, L.L.C.
1166 ~~Charlottesville Rd, Knoxville 37914~~
~~Almond, Ga. 31706~~
Map 106, Parcel 006.01

THIS INSTRUMENT PREPARED BY:
Joseph H. Hall, Attorney
CROLEY, DAVIDSON & HUIE, PLLC
1500 First Tennessee Plaza
Knoxville, Tennessee 37929
File No. 22928

LIMITED WARRANTY DEED

THIS INSTRUMENT made as of this 16 day of DECEMBER, 2005,
between JOAN R. ROSE, TRUSTEE OF THE JOAN R. ROSE REVOCABLE LIVING
TRUST, WITH FULL POWER TO SELL OR ENCUMBER WITHOUT JOINDER OF
THE BENEFICIARY AND WITHOUT THE NECESSITY OF THE PURCHASER
LOOKING TO THE APPLICATION OF THE PROCEEDS, First Party, and THE
WOODLANDS OF KNOXVILLE, L.L.C., a Tennessee limited liability company,
Second Party;

WITNESSETH

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN THOUSAND
(\$10,000) DOLLARS, and other good and valuable consideration, to her in hand paid by
said Second Party, the receipt of which is hereby acknowledged, has granted, bargained,
sold and conveyed, and does by these presents grant, bargain, sell and convey unto
Second Party, the real property described as follows:

SITUATED in the Ninth (9th) (formerly 4th) Civil District of Knox County,
Tennessee, lying north of the junction of Cherokee Trail and Edgington Road
and more particularly described as follows:

BEGINNING point is a new iron pin (with a tall witness pipe) and a corner
with Kelly flag in North 64 deg. 49 min. 57 sec. West, 280.23 feet from an
existing iron pin (with a tall witness pipe) in a fence row on the north side of
Cherokee Trail also a Kelly corner; thence with Kelly, South 79 deg. 01 min.
21 sec. West, 147.58 feet to an existing iron pin (Kelly corner); thence South
79 deg. 01 min. 23 sec. West, passing the spring and a Joan Rose, Trustee
corner at approximately 88 feet for a total of 77.42 feet to a new iron pin
(with a tall witness pipe); thence North 27 deg. 07 min. 45 sec. West, 464.84
feet to an existing concrete monument in an old fence line and in the Joan
Rose, Trustee and Cherokee Bluff Cowles Run thence along an old fence line,
North 76 deg. 28 min. 02 sec. East, 173.52 feet to a concrete monument;
thence North 75 deg. 13 min. 36 sec. East, 51.54 feet along an old fence line to
an existing concrete monument; thence North 75 deg. 15 min. 01 sec. East,
141.00 feet along an old fence line to a concrete monument (with a tall
witness pipe) and a corner of the Rose Tract, Joan Rose, Trustee, and
Cherokee Bluff Cowles; thence South 6 deg. 01 min. 36 sec. East, 296.83 feet
to an existing concrete monument (with a tall witness pipe); thence South 5
deg. 07 min. 45 sec. East, 177.30 feet to the BEGINNING, containing 3.28
acres.

BEING part of the same property conveyed to Joan R. Rose, Trustee of the
Joan R. Rose Revocable Living Trust, by deed dated July 2, 2004, and
recorded as Instrument No. 200407160004999, in the Knox County Register's
Office.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all
claims to homestead and dower therein TO HAVE AND TO HOLD the same unto the
Second Party, his successors and assigns, together with all of the rights and interest
thereunto belonging, in fee simple.

COUNTERSIGNED

DEG 2 0 2005

JOHN R. WHITEHEAD
KNOW COUNTY
PROPERTY ADDRESSOR
BY _____

INSTRUMENT NO. 200512160004999 PAGE 1 OF 3
REC'D FOR REG. 12/20/2005 5:00:25PM
REC'D FOR REG. 5:10:00
R. TOL: 20 00 T. TOL: 0732 48

T:\INSTRUMENTS\1-10-05

Instr: 200607140003926
PAGE: 01 OF 93

The First Party covenants that she is lawfully seized in fee simple of the premises that she has a good and lawful right to sell and convey the same; and that said property is free and clear and unincumbered, with the exception of the matters set forth on Exhibit "A" attached.

The First Party further covenants that she will warrant and defend the title to said premises unto the Second Party, its successors and assigns, against the lawful claims of all parties claiming by, through, or under the First Party, but no further or otherwise.

Wherever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder has executed this instrument as of the day and year first above written.

Joan R. Rose
Joan R. Rose, Trustee of the Joan R. Rose
Revocable Living Trust

STATE OF TENNESSEE

COUNTY OF Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, JOAN R. ROSE, TRUSTEE OF THE JOAN R. ROSE REVOCABLE LIVING TRUST, the within named party, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 15th day of December, 2005.

Barbara A. Phillips
Notary Public
My Commission Expires: 9/2/08



I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$ 25,826.64

Barbara A. Phillips
Affiant

Subscribed and sworn to before me this 16th day of December, 2005.

Barbara A. Phillips
Notary Public

My Commission Expires: 11/2/07



EXHIBIT "A"

1. Rollback taxes or any be applicable pursuant to application for use of land for agricultural purposes filed of record in Deed Book 1786, page 174, in the office of the Knox County Register of Deeds.
2. Matters depicted or disclosed by map of record as Instrument No. 200509230027645, in the office of the Knox County Register of Deeds.
3. Lack of answer to the property.

T:\20060714\0003926

[REDACTED]
Instr: 200607140003926
Page: 2 of 2

