

Upon Recording Return To:
Woodlands of Knoxville
3805 Cherokee Woods Way
Knoxville TN 37920

Sherry Witt
Register of Deeds
Knox County

**THIRD AMENDMENT TO
MASTER DEED OF WOODLANDS OF KNOXVILLE
HORIZONTAL PROPERTY REGIME
a condominium development in
Knox County, Tennessee**

THIS Third Amendment to the Master Deed of Woodlands of Knoxville (the "Third Amendment") is made and entered into this 1st day of October, 2016, by the undersigned WOODLANDS OF KNOXVILLE TOWNHOUSE CORPORATION (the "Association"), and the BOARD OF ADMINISTRATION OF THE ASSOCIATION (the "Board of Administration"), for the purpose of amending the Master Deed of Woodlands of Knoxville Horizontal Property Regime.

WITNESSETH:

WHEREAS, the Developer filed the Master Deed of Woodlands of Knoxville Horizontal Property Regime dated June 6, 2006, of record as Instrument Number 200607140003926, as amended by First Amendment dated July 23, 2007, of record as Instrument Number 200707240007213, and Second Amendment dated October 3, 2007, of record as Instrument Number 200710050029422, all in the Office of the Register of Deeds for Knox County, Tennessee (collectively the "Master Deed"); and

WHEREAS, Sections 5.1(f), 5.7(a), and 8.3 of the Master Deed place undue financial burdens and responsibilities on the Owners and the Association; and

WHEREAS, to better serve the Project and Owners, the Association and Owners desire to amend the Master Deed as hereinafter provided; and

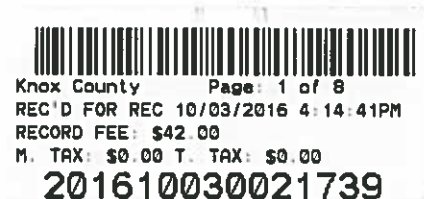
WHEREAS, to Amend the Master Deed, Section 13.2 of the Master Deed requires the affirmative vote of Owners representing at least sixty-seven percent (67%) of the Total Percentage Interests in the Project; and

WHEREAS, at a meeting of the Owners duly called and noticed in accordance with the applicable provisions of the Master Deed and By-Laws, the requisite number of the Owners affirmatively voted and approved the following Amendments to the Master Deed.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, with full power under the Master Deed, hereby adopt, certify, and file the following Amendments to the Master Deed:

This Instrument Prepared By:
Wolf, McClane, Bright, Allen & Carpenter, PLLC
900 S. Gay Street, Suite 900, Knoxville, TN 37902

3577311.9



1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the same meanings as such terms in the Master Deed.

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

(a) The last sentence of **Section 5.1(d)** of the Master Deed is hereby deleted and the following is inserted in lieu thereof:

Policies also shall provide for the following: recognition of any insurance trust agreement; a provision stating that the insurance is not prejudiced by any act or omission or negligence of individual Owners that is not in the control of such Owners collectively; and the policy is secondary to the Owner's insurance covering the same loss.

(b) **Section 5.1(f)** of the Master Deed is hereby deleted and the following is inserted in lieu thereof:

(f) Each Owner shall obtain, maintain and pay the premiums for (i) comprehensive general liability insurance covering the Owner's Unit for at least \$1,000,000.00 for bodily injury, including death of persons and property damage arising out of a single occurrence, and (ii) property insurance covering the replacement costs of all improvements and betterments located within the Owner's Unit. Such policies shall name the Association as an additional insured and may not be cancelable or substantially modified without at least ten (10) days prior written notice to the Association. No Owner shall maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Project at any particular time. Each Owner shall provide proof of such coverage with the Association within thirty (30) days after purchasing such insurance. Each Owner at such Owner's own expense may obtain on such Owner's Unit or the contents thereof, title insurance, theft and other insurance covering personal property damaged and lost. Each Owner shall be required to notify the Association of all improvements made by such Owner to his Unit, the value of which exceeds \$1,000.00.

(c) **Section 5.7(a)** of the Master Deed is hereby deleted and the following is inserted in lieu thereof:

(a) Immediately after all or any part of the Project covered by insurance is damaged or destroyed by fire or other casualty, the Board of Administration or its duly authorized agent shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section 5.7, means repairing or restoring the damaged property to substantially the same condition in which it existed immediately prior to the fire or other casualty, with each Unit, the Common Elements and the Limited Common Elements having the same vertical and horizontal boundaries as before. The Board of Administration shall use its reasonable discretion to determine whether to proceed with the filing and adjustment of claims arising under insurance policies maintained by the Association and/or the applicable Owner.

(d) **Section 8.3** of the Master Deed is hereby deleted and the following is inserted in lieu thereof:



Section 8.3. Responsibility of Owner. In the event that the Board of Administration should determine that the need for maintenance or repairs by the Association as provided for in this Article VIII is caused through the willful or negligent act of an Owner or the lessee of an Owner, their families, invitees or guests, whether or not the cost of which is covered or paid for by insurance, then the cost, both direct and indirect (including, without limitation, (i) any increased costs of premiums for insurance maintained by the Association and (ii) the per occurrence deductible amount that may be charged to the Association under the Association's insurance policy) resulting from such maintenance or repairs shall be added to and become a part of the Assessment to which such Owner and his Unit are subject.

Each Owner shall maintain, repair, or replace at such Owner's own expense all portions of such Owner's Unit which may become in need thereof, including, but not limited to, the water heater; the heating, ventilation and air-conditioning system for such Unit, including that portion which is located outside such Owner's Unit; all bathroom and kitchen fixtures and appliances; all light fixtures, including those in Limited Common areas exclusive to the Unit; interior non-loadbearing walls; carpeting or other flooring; windows and frames, window coverings, and screens; all cabinetry and built-ins, if any; all doors, door frames and thresholds; and other items within the Unit.

Each Owner shall, at such Owner's own expense, keep the Limited Common Elements to which such Owner's Unit has exclusive access and to which such Owner has exclusive use clean and neat, including the deck/patio, screened porch and storage area/closet, if any, for such Unit.

If the Owner does not maintain, repair, or replace items which are the responsibility of Owner within thirty (30) days after the date of receipt of written demand from the Association, the same may be maintained, repaired or replaced by the Association and the cost thereof shall be assessed against the Owner and Unit owned by such Owner.

3. Miscellaneous.

(a) The Master Deed, as amended and supplemented by this Third Amendment, is to remain in full force and effect and is to be deemed superseded by this Third Amendment only to the limited extent necessary to implement the terms hereof. In all other cases and for all purposes, the Master Deed, as supplemented by this Third Amendment, shall be construed and treated as a single instrument to the extent that they are not inconsistent, and all the terms and provisions herein contained shall be defined and interpreted in conjunction with all of the terms and the provisions of the Master Deed as amended and supplemented by this Third Amendment.

(b) The undersigned hereby certify that the foregoing Amendments to the Master Deed were duly adopted in full compliance with all applicable provisions of the Master Deed, including, without limitation, the provisions of Section 13.2 thereof. 71.24 % of Owners affirmatively voted and approved the foregoing Amendments to the Master Deed at a meeting of the Owners duly called and noticed in accordance with the applicable provisions of the Master Deed, and conducted on October 1, 2016. Copies of the notices and minutes of the meeting, together with copies of all votes, both in favor of and against the foregoing

Amendments to the Master Deed, are available for inspection and review at the office of the Association.

(c) This Third Amendment shall become effective upon recordation with the Knox County Register of Deeds.

(d) Paragraph headings herein are for convenience only and shall not limit in any way the scope or interpretation of any provision of this Third Amendment.

(e) The foregoing Amendments to the Master Deed shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(f) If any provision of the foregoing Amendments to the Master Deed, or the application of any provision to any circumstance is held invalid or unenforceable under any applicable law of any jurisdiction, the remainder of and the application of such provision to other circumstances shall remain valid and enforceable.

(g) This Third Amendment may be executed in several counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the undersigned Association has duly executed this Third Amendment as of the date first set forth above.

WOODLANDS OF KNOXVILLE TOWNHOUSE
CORPORATION

By: Anthony V. Harris
Anthony Harris, President

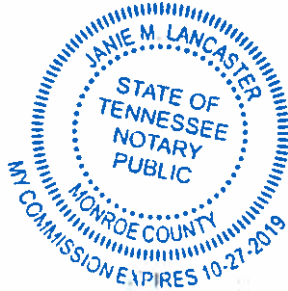
By: Robert T. Whitehead
Robert T. Whitehead, Secretary



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STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **ANTHONY HARRIS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **WOODLANDS OF KNOXVILLE TOWNHOUSE CORPORATION**, the within named bargainor, a corporation, and that he, as such 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 President.

Witness my hand and seal, this 1st day of October, 2016.



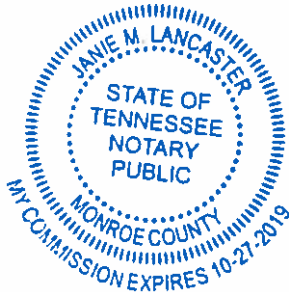


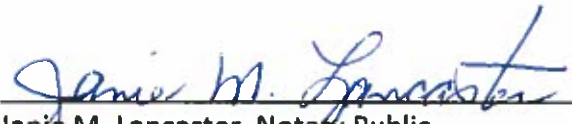
Janie M. Lancaster, Notary Public
My Commission Expires: 10/27/2019

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **ROBERT T. WHITEHEAD**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Secretary of **WOODLANDS OF KNOXVILLE TOWNHOUSE CORPORATION**, the within named bargainor, a corporation, and that he, as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

Witness my hand and seal, this 1st day of October, 2016.





Janie M. Lancaster, Notary Public
My Commission Expires: 10/27/2019

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Certification by Board of Administration

Pursuant to Section 13.2(c) of the Master Deed, the undersigned Board of Administration hereby certifies that each and every one of the foregoing Amendments to the Master Deed was duly adopted at a meeting of the Owners duly called and noticed in accordance with the applicable provisions of the Master Deed, and conducted on OCTOBER 1, 2016, wherein 71.24% of the Owners affirmatively voted and approved the foregoing Amendments to the Master Deed.


IN WITNESS WHEREOF, the undersigned Board of Administration of the Association has duly executed and certified this Third Amendment as of the date first set forth above.



Anthony Harris



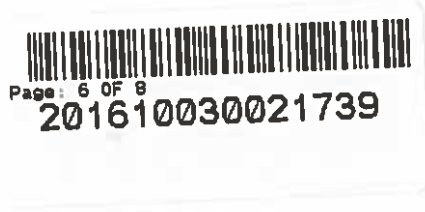
Robert T. Whitehead



S. Michael Collins



Russell Schutte

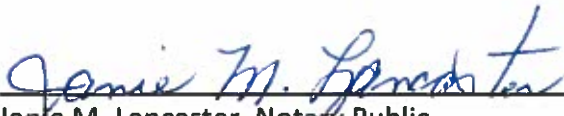


STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **ANTHONY HARRIS**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal, this 1st day of October, 2016.



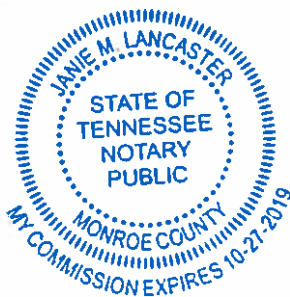



Janie M. Lancaster, Notary Public
My Commission Expires: 10/27/2019

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **ROBERT T. WHITEHEAD**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal, this 1st day of October, 2016.





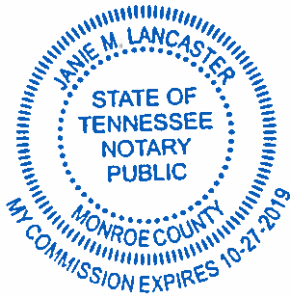
Janie M. Lancaster, Notary Public
My Commission Expires: 10/27/2019

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STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **S. MICHAEL COLLINS**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal, this 1st day of October, 2016.



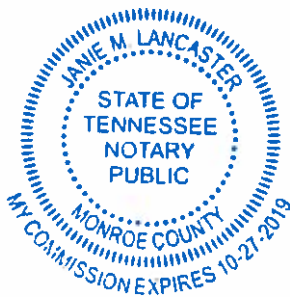
Janie M. Lancaster

Janie M. Lancaster, Notary Public
My Commission Expires: 10/27/2019

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared **RUSSELL SCHUTTE**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal, this 1st day of October, 2016.



Janie M. Lancaster

Janie M. Lancaster, Notary Public
My Commission Expires: 10/27/2019