

From ROD

THIS INSTRUMENT PREPARED BY:  
Keith McCord  
Attorney at Law  
Park Bank Tower Suite 500  
Knoxville, Tenn. 37903

MASTER DEED ESTABLISHING CHEROKEE BLUFF HORIZONTAL  
PROPERTY REGIME

This Master Deed and the Exhibits which are attached hereto and made a part hereof, are made and executed in Knox County, Tennessee, this 31st day of December, 1975, by CHEROKEE BLUFF DEVELOPERS, a South Carolina Limited Partnership with offices in Knox County, Tennessee, for itself, its successors, grantees and assigns, pursuant to the provisions of the Tennessee Horizontal Property Act (Tennessee Code §§642701, et. seq.)

WITNESSETH:

WHEREAS, Cherokee Bluff Developers is the owner in fee simple of certain land located in Knoxville, Knox County, Tennessee, hereinafter referred to as the "Land", more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Cherokee Bluff Developers is the owner of certain buildings and other improvements now existing or to be constructed upon the land, all of which are hereinafter called "Property" (hereinafter defined), and it is the intention of Cherokee Bluff Developers to submit the Property to a horizontal property regime and sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, simultaneously herewith, Cherokee Bluff Developers has filed for record in Map Book 625, pages 42-45, in the Office of the Register of Deeds of Knox County, Tennessee, a certain instrument entitled "Plat of Cherokee Bluff Horizontal Property Regime", hereinafter referred to as "Plat", which Plat includes a set of the floor plans of the buildings constructed or to be constructed on the Land; and

WHEREAS, Cherokee Bluff Developers desires and intends by filing this Master Deed and Plat to submit the Property to a Horizontal Property Regime according and subject to the terms and provisions of the Tennessee Horizontal Property Act as set forth in T.C.A. §64-2701, et. seq., as it is now constituted and as it

BOOK 1570 --- 190

Instr: 197512310016541  
Pages: 1 of 51  
Cross Ref: MB 1570/190  
Back File Automation

SEE MB 1570-190 INSTRUMENTS DEED

See W.D. 1593 of 80 of Cherokee Bluff Developers  
Map Book 625, pages 42-45

may from time to time be amended, and to impose upon said Property mutually beneficial restrictions under a general plan of improvement for the benefit of said Property and the owners thereof;

NOW, THEREFORE, Cherokee Bluff Developers does hereby publish and declare that all of the Property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said Property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Cherokee Bluff Developers, its successors and assigns and any person acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. NAME: The Property, which shall include the land and all improvements located thereon, shall hereafter be named CHEROKEE BLUFF HORIZONTAL PROPERTY REGIME (Regime).

2. DESCRIPTION OF PROPERTY AND BUILDING: The land is described in Exhibit A. The Buildings, all of which are located within the boundaries of land described in Exhibit A hereto and as shown on the "Plat", are multi-unit structures and contain approximately 248,326 total square feet divided into a combination of 136 apartments and general and limited common elements.

3. DESCRIPTION OF GENERAL COMMON ELEMENTS: In addition to those defined in the Act, the following shall be general common elements:

(a) All roads, driveways, parking areas, nonload bearing walls (except those located entirely within an apartment), decks, garages (except for those portions of the decks and garages hereinafter declared to be limited common elements) and common mailbox facilities;

(b) Compartments for, and installations of, common telephone and television lines and equipment;

BOOK 1570 - 191

2



Instr: 197512310015541  
Pages: 2 of 51

Back File Automation

(c) Road, utility, T.V. antenna, and other easements and easement rights described in Exhibit A attached hereto, subject, however, to all conditions, reservations of rights and obligations therein contained; and,

(d) The studs and other structural elements of all non-load bearing walls.

4. DESCRIPTION OF LIMITED COMMON ELEMENTS: There are no limited common elements common to two or more apartments. The limited common elements appurtenant to each apartment are as follows:

(a) The surface areas and railings of all decks, patios and the doors to and air space within all garages and carports accessible by normal means solely from the apartment;

(b) The individual mailbox assigned to the apartment;

(c) All material, including, but not limited to, sheetrock and plywood attached to or on the inside surface studs and joists in perimeter or interior walls, floors and ceilings;

(d) All doors, windows, screens, ventilation fans and vents located in the perimeter or interior walls, floors or ceilings thereof;

(e) All water, power, telephone, television, electricity, plumbing, gas and sewage lines located in the apartment; provided, however, that the portion of said lines located in a common compartment for, or installation of, such lines shall be general common elements as described above; all air conditioning, heating and air handling units, fireplaces (where applicable), ducts and components.

5. PLAT AND FLOOR PLANS: The Plat recorded in Map Book 625, pages 42-45 shows the location of the Buildings and other improvements within the boundaries of the property. The floor plans showing the dimensions and area of each type of apartment are shown on Sheet 4 of the Plat by reference incorporated herein, as well as being shown on the plat. The floor plans showing the dimensions, area and location of the general common elements affording access to each apartment are shown on the Plat.



Instr: 197512310016541  
Pages: 3 of 51

Back File Automation

BOOK 1570<sub>3</sub> - 192

6. DESCRIPTION OF APARTMENTS: An apartment is generally described and each type of apartment is specifically described on Sheets 2, 3, and 4 of the "Plat", and in Exhibit B attached hereto, and, by reference, incorporated herein. The location within a Building and the number of each apartment is shown on the Plat.

7. PERCENTAGE OF OWNERSHIP: The value of each apartment, the value of all apartments, and the percentage of ownership for purposes of ownership of the general common elements and liability for common expenses, assessments and voting are shown in Exhibit C, attached hereto and by reference incorporated herein.

8. COUNCIL OF CO-OWNERS: LIEN FOR UNPAID ASSESSMENTS: The Regime shall be administered by a Council of Co-Owners (Council) which shall be constituted as an eleemosynary corporation formed under the laws of Tennessee under the name of Cherokee Bluff Council of Co-Owners, Inc. The Charter and the Bylaws of the Corporation are attached hereto as Exhibits D and E respectively, and both are, by reference, incorporated herein. The Council of Co-Owners shall elect, pursuant to the Bylaws, the Board of Directors to serve as the governing body of the Council. The Council shall have, perform, and fulfill the powers, duties and responsibilities required under this Master Deed, the Charter, the Bylaws, and the Tennessee Horizontal Property Act. If a lien for unpaid assessments is enforced by the Council, either by suit for damages or by the enforcement of liens, the Council shall be entitled to collect all costs of that action, including attorneys' fees. The lien of the assessments provided for herein shall be subordinate to the lien of purchase money first mortgages or first mortgages resulting from refinancing of existing first mortgages now or hereafter placed upon the properties subject to assessments and running to a bank, savings and loan association, insurance company or other institutional lender; provided, however such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Notice of any default in the

BOOK 1570 — 193



payment of assessments shall be given to any such first mortgagee as provided in paragraph 29 hereof. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

9. MEMBERSHIP IN COUNCIL OF CO-OWNERS: Every Co-Owner of an apartment or apartments shall, by virtue of such ownership, be a member of the Co-Owners Council, and shall remain a member during such ownership. The Board of Directors of the council shall acquire and the Council shall hold membership in Cherokee Bluff Racquet Club, Inc. for the use, benefit and enjoyment of all Co-Owners. The beneficial interest of each Co-Owner in the membership of Cherokee Bluff Racquet Club, Inc. shall be in the same proportions as his percentage of ownership in the Regime shown as Exhibit C attached hereto. Each Co-Owner shall likewise be liable for the common expenses and assessments for the operation of Cherokee Bluff Racquet Club as approved by the Board of Directors of the Council of Co-Owners in proportion to his percentage of ownership in the Regime. The beneficial interest of a Co-Owner in Cherokee Bluff Racquet Club, Inc. shall be transferrable only upon the transfer of his membership in the Council of Co-Owners. The common expenses in connection with the membership of the Council in Cherokee Bluff Racquet Club, Inc. shall be subject to assessment and lien for unpaid assessments in the same manner as other expenses of the Council of Co-Owners.

10. INSURANCE: The Council shall insure and keep insured the Property submitted to the Regime against fire, liability, wind-storms and such other risks in such amounts as the Council may deem desirable or appropriate, but in no event shall the form and amount of such insurance be less than that required by mortgagees holding first mortgages on apartments or condominium units within the Regime. The Council shall further obtain and keep in force comprehensive public liability insurance in an

BOOK 1570 -- 194

-5-



Instr: 197512310015541  
Pages: 5 of 51

Back File Automation

amount not less than \$1,000,000.00 in such form as may be required by mortgagees holding first mortgages on apartments or condominium units within the Regime.

11. **ASSESSMENTS FOR INSURANCE PREMIUMS:** The periodic contribution of Co-Owners toward the expenses of administration and of maintenance and repair of the general common elements may include an amount equal to the current premium for blanket fire and extended coverage insurance in the face amount of the sum of the valuation placed on each apartment for purposes of the Fire and Extended Insurance Coverage and the premium for all other insurance secured by the Council divided by the number of periodic assessments remaining in the initial calendar year of operation and thereafter by the number of periodic assessments each year. This amount shall be set aside and accumulated for the specific purpose, and no other, of paying the premium on such insurance as it becomes due.

12. **DISBURSEMENTS OF CASUALTY INSURANCE PROCEEDS:** In the event it should be proper under the Act to repair or reconstruct the damaged portion of the general common elements, the proceeds of insurance, together with funds of the Co-Owners sufficient to defray all expenses of repair or reconstruction above the insurance proceeds shall be placed in a separate bank account and disbursed by the Treasurer of the Council. Such disbursements shall be made only upon receipt of AIA Requests and Certification for Payment signed by the architect supervising said repair or reconstruction and general contractor, in the case of hard construction costs, or invoices approved for payment by the President and Secretary of the Council in the case of non-construction invoices. If no supervisory architect is employed, all funds shall be disbursed by the Treasurer only upon receipt by him of written approval of the President and Secretary. Should it not be proper under the Act to proceed with repair or reconstruction of the general common elements, the insurance proceeds shall be disbursed to the Co-Owners and their mortgagees of

BOOK 1570 — 195  
-6-



Instr: 197612310015541  
Pages: 6 of 51

Back File Automation

record on a pro-rata basis according to their percentage of ownership. Reconstruction shall be mandatory if the casualty or event results in destruction of or damage to less than two-thirds of the total number of apartments in the Regime (even though destruction may be total as to one or more entire buildings) unless three-fourths of all Co-Owners of the Regime and their mortgagees of record decide by affirmative vote not to proceed with reconstruction.

13. EASEMENTS WITHIN REGIME: Each apartment and all general and limited common elements are hereby subjected to an easement for the repair, maintenance, expansion, reduction, inspection, removal, relocation or other service of or to all gas, electricity, television, telephone, water, plumbing, sewer, utility drainage or other lines or other general common elements, whether or not the cause of any or all of those activities originates in the apartment in which the work must be performed.

Each apartment owner shall have an easement in common with the other owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other apartments and located in such apartment.

The Council may hereafter grant easements or licenses for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair, and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits, and wires over, under, along and on any portion of the apartments and/or general and limited common elements; and each apartment owner hereby grants to the Council



Instr: 197612310015541  
Pages: 7 of 51

Back File Automation

COOK 1570 - 196

or its designee, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each apartment owner such instruments as may be necessary to effectuate the foregoing.

In the event any portion of the general common elements encroaches upon any apartment or encroaches upon the common elements as a result of the construction, reconstruction, repair, shifting, settlement or improvement of any portion of the project, valid easements for the encroachment and maintenance of same is hereby created and shall exist so long as the encroachment shall exist.

14. MAINTENANCE AND INSURANCE OF LIMITED COMMON ELEMENTS: Except as covered by insurance obtained by the Council, and the proceeds thereof, the owner of an apartment shall be solely responsible for the maintenance, repair and replacement with comparable material of equal quality, all limited common elements appurtenant to his apartment. The owner of an apartment may obtain additional insurance on those limited common elements for his own interest.

15. STRUCTURAL ALTERATIONS: Upon two-thirds vote of the Co-Owners, after submission to them of detailed plans and specifications and a fixed price contract for the proposed work at a duly called meeting of the Council, the Council may be authorized to make or have structural alterations made in the general common elements and/or limited common elements; provided, however, that any structural alteration of all or part of the limited common elements shall be uniform. No Co-Owner may make any alteration in the general common elements or structural alteration of his apartment and/or the limited common elements appurtenant thereto without first having the plans and specifications therefor approved by the Council and depositing with said Council an amount of money sufficient, in the sole discretion of the Council, to defray all costs of modifying this Master Deed and recording said modification, including attorney fees.

16. LEASING OF UNITS:

A. Right of Approval: Except as provided in paragraph 16-B hereof, no Co-Owner may lease his apartment without first obtaining the prior written approval of the Board. If the Board has not



Instr: 197612310015541  
Pages: 8 of 51

Back File Automation



approved or disapproved the lease within five (5) days after receipt of written notice of the proposed lease, said notice to contain such material as may be specified by the Board, it shall be conclusively assumed that the lease is approved. The Board shall also have the same right of approval with regard to all sub-leases.

B. Inter-Family Lease. Notwithstanding paragraph 16, Section A, an owner may without prior approval of the Council, lease his apartment to his spouse, his parents or to any lineal descendants, including adopted children; or to a corporation or partnership (not created primarily for the purpose of avoiding paragraph 16-A hereof), of which all classes of stock or partnership interests are more than eighty (80) percent owned by such apartment owner, his spouse and his lineal descendants, without the prior written consent of the Council.

C. Notwithstanding the provisions contained in paragraphs 16-A and 16-B above, no Owner may lease or offer to lease his apartment for any period of time of less than thirty (30) days' duration nor shall any customary hotel services be furnished, maintained or offered in connection with the leasing of any apartment.

D. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing. Other than the foregoing, there is no restriction on the right of any unit owner to lease his unit nor shall there be any restriction placed thereon based upon race, color, creed or sex or in violation of Federal Law.

17. MANAGEMENT AGENT:

A. Interim Management Agent and Assessments. From the date of the first conveyance of title by the grantor to an owner until the date of the first Council meeting, the grantor or its designee shall serve as the Interim Management Agent with responsibility for coordinating all normal management services of the Council. During such period, the Interim Management Agent or its designee shall receive a monthly management fee from each owner of his

BOOK 1570 ... 198



Instr: 197512310316541

Pages: 9 of 51

Back File Automation

19. REGULATORY DOCUMENTS: The Regime shall be administered in accordance with the Master Deed, By-Laws of the Council and such other regulations as may from time to time be promulgated by the Council.

20. RIGHT OF ACCESS: Each Co-Owner hereby grants the Council, its or their designee the right to enter his apartment in case of any emergency originating in or threatening his apartment.

21. RESTRICTION OF USE OF PROPERTY: No Co-Owner shall:

- (a) Use his apartment for purposes other than residential;
- (b) Post any advertisements, posters or signs of any kind in or on the Property, except as authorized by the Council;
- (c) Hang garments, towels, rugs or similar objects from the windows, terraces or from any of the facades of the Property; or on any general or limited common element or elements of the Property;
- (d) Hang dust rags, mops or similar objects from the windows or decks or clean rugs or similar objects on the Property by beating;
- (e) Place garbage or trash on the general common elements, except for collection;
- (f) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other apartments in the Property;
- (g) Maintain any pets other than live-in pets. An Owner shall be responsible for all damage caused by his pet or pets;
- (h) Erect or alter any building, wall, fence or other structure, cut any plants or trees; or do any landscaping, other than on patio until the plans and specifications therefor shall have been submitted to and approved in writing by the Council and the agent of any entity which has prior right of approval under any covenant or agreement;
- (i) Use musical instruments, radios, televisions or amplifiers in such a way as to disturb other residents;
- (j) Install wiring for electrical or telephone installments, televisions and radio antennae, machines or air conditioning units or similar objects outside his apartment or which protrude through the walls or the roof of his apartment, except as authorized by the Council;

BOOK 1570 - 199

-10-



Instr: 197812310015541  
Pages: 10 of 51

Back File Automation

monthly pro-rata share of the total operating expenses incurred for and on behalf of the Council and the Regime.

B. Management Agent and Assessments: As soon as practicable following the first Council meeting and the adoption of the annual budget, any excess of interim assessments over total, actual operating expenses shall be deposited by grantor to the account of the Council. The Interim Management Agent shall provide to the Council an accounting of operating revenues and expenses. After adoption of the annual budget, the grantor shall be subject to regular assessments for any apartments still owned by it.

C. Time of Payment. Each owner's pro-rata share of the operating expenses for the first month shall be payable at the time of conveyance of title to the owner by the grantor. Subsequent payments shall be due on the first day of each month. Payments not received when due shall bear interest at the maximum legal rate.

D. Employment of Management Agent: Council may employ a management agent and delegate to said agent all management responsibilities, however, the Council shall obtain supervisory control over said agent. Any management agreement for the Project will be terminable by the Owners Association for cause upon thirty (30) days' written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Written notice of any decision by the Co-Owners Council to terminate professional management and assume self-management of the Regime shall be given to each first mortgage lender herein described.

18. REGIME WORKING CAPITAL: At or before the time title is conveyed to an owner, each owner shall contribute to the working capital reserve an amount equal to one-third of one percent (.333%) of the base purchase price of the apartment set forth in the Contract of Sale for his Apartment. Such funds shall be used solely for initial operating and capital expenses of the Property, such as supplies and the common space furnishings and equipment. As soon as practicable following the first Council meeting, the Interim Management Agent shall pay to the account of the Council all unused funds and shall provide an accounting of all revenues and expenditures

BOOK 1570 = 200



Instr: 197512310015541  
Pages: 11 of 51

Back File Automation

(k) Grantor reserves the right to use one of each type apartment for sale and marketing purposes until all apartments are sold.

22. AGREEMENTS BINDING UPON PROPERTY: All agreements and determinations lawfully made by the Council in accordance with the voting percentages established in this Master Deed shall be deemed to be binding on all owners of apartments, their successors and assigns.

23. UNITS SUBJECT TO MASTER DEED AND RELATED DOCUMENTS: All present and future owners, tenants and occupants of apartments and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Master Deed and related documents as amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the Master Deed and related documents are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the lands and shall bind any person having at any time any interest or estate in such apartment as though such provisions were made a part of each and every deed of conveyance or lease. Failure to comply with the provisions of these documents shall entitle the Council or any owner to seek legal and/or equitable relief, upon written notice to the Co-Owner and the mortgagee of record of any such breach or non-compliance.

24. AMENDMENT OF MASTER DEED: This Master Deed may be amended by the vote of sixty-six and two-thirds ( 66-2/3% ) percent of the Co-Owners, cast at a meeting duly held in accordance with the provisions of the By-Laws, provided that no material amendment to the Master Deed or to the By-Laws of the Co-Owners Council, including but not limited to, any amendment which would change the percentage interest of the unit owners in the Regime without the prior written approval of each first mortgage lender as described herein. No such amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the Property is located. In no event may the Master Deed

300K1570-11-201



Instr: 197512310015541  
Pages: 12 of 51

Back File Automation

be amended so as to deprive the grantor of any rights granted herein.

The Regime being part of a unitary development contemplated for the entire perimeter shown on Sheet 1 of the Map referred to above and further regimes or developments being contemplated for the adjoining land, developer shall have and retain, in addition to any other rights herein granted, the following rights:

(1) The right at its sole expense to relocate, expand, modify, reduce or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewer lines, sewers, utility lines, pipes, conduits, and the like or service connections thereto in order to serve any buildings, improvements or developments on the adjoining acreage or the co-owners or tenants thereof, which right by developer is assignable.

(2) To grant such easements, rights of way and rights of access within the condominium regime and the above described appurtenances thereto as are reasonable and necessary or which developer deems reasonable or necessary to permit the development of said land adjoining.

(3) The right to unilaterally amend this Master Deed so as to correct any legal description contained herein resulting from scrivener's or surveyors' error by recording such amendment in the Register of Deeds Office for Knox County, Tennessee, without requirement that the same be approved by the council, owners, lienees or mortgagees of units in the condominium.

(4) The right to unilaterally amend this Master Deed for the purposes of complying with rules, regulations and conditions of various lending institutions as they may relate to the financing and sale of apartments within the Regime by first mortgage lenders by recording such amendment or amendments in the Register of Deeds Office for Knox County, Tennessee, without the requirement that the same be approved by the council, owners, lienees or mortgagees of units in the condominium.

(5) To connect to or extend for the use and benefit of land adjoining utilities terminating within the Regime and to grant rights of way and easements as necessary therefor.

25. **INVALIDITY:** The Invalidity of any provisions of this Master Deed shall not impair or affect the validity and enforceability of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included.

-12-

BOOK 1570 = 202



Instr: 197512310015541  
Pages: 13 of 51

Back File Automation

26. WAIVER: No provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

27. LAW CONTROLLING: This Master Deed and the By Laws attached hereto shall be construed under and controlled by the laws of the State of Tennessee.

28. WARRANTIES: Grantor acknowledges that all contractual warranties in its favor set forth in the Building's construction contract, for material and equipment in the apartment, shall accrue to the benefit of the owner of such apartment, along with all warranties, if any, provided by the manufacturer or supplier of appliances, air conditioning, heating and utility systems in the apartment. THE CLOSING OF TITLE OR OCCUPANCY OF THE APARTMENT SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY THE APARTMENT OWNER THAT GRANTOR MAKES NO OTHER IMPLIED OR EXPRESS WARRANTIES RELATING TO THE APARTMENT OR THE COMMON AREAS AND FACILITIES, EXCEPT FOR SUCH WARRANTIES AS ARE SET FORTH IN THE GENERAL WARRANTY DEED TO THE APARTMENT.

29. MORTGAGEES AND NOTICE: As used in this Master Deed the word "mortgage" shall mean a deed of trust as well as a mortgage. A "mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgagee. The terms "mortgagee", "first mortgage lender", "first mortgagee", "institutional lender" and other references to a lender holding security of any common element, limited common element or apartment within the Regime shall include, but not necessarily be limited to banks, savings and loan associations, insurance companies, the Federal National Mortgage Association, the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and other similar associations and organizations.

BOOK 1570 - 203

-13-



Instr: 197512310015541  
Pages: 14 of 51

Back File Automation

Whenever notice is required to be given to mortgagees under the provision of this Master Deed, such notice shall be required to be given to such mortgagees only if the names and addresses of such mortgagees have been furnished in writing to the Board of Directors of the Co-Owners Council, and no notice shall be required to be given until and unless the names and addresses of such mortgagees have been recorded on the books and records of the Co-Owners Council.

Any institutional holder of a first mortgage on an apartment in the Regime will, upon request, be entitled to (a) inspect the books and records of the Co-Owners Council during normal business hours; and (b) receive an annual audited financial statement of the Co-Owners Council within ninety (90) days following the end of any fiscal year; and (c) written notice of all meetings of the Council of Co-Owners and be permitted to designate a representative to attend all such meetings.

30. SEVERABILITY: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereto shall not affect the validity or enforceability of any other provision hereof.

31. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of this Master Deed or the intent of any provision hereof.

32. EFFECTIVE DATE: This Master Deed shall take effect when recorded with the Register of Deeds of Knox County.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31st day of December, 1975.

CHEROKEE BLUFF DEVELOPERS, a South Carolina Limited Partnership, by MKCSD INVESTORS, a South Carolina partnership, and a General Partner of Cherokee Bluff Developers

By: S. H. Roberts, Jr.  
S. H. Roberts, Jr. - Attorney-in-fact

COUNTERSIGNED

DEC 31 1975  
PARK M. (Parkey) STRADER  
KNOX COUNTY  
PROPERTY ASSESSOR  
BY PS

BOOK 1570 == 204




Instr: 197512310015541  
Pages: 15 of 51

Back File Automation

STATE OF TENNESSEE )  
COUNTY OF KNOX )

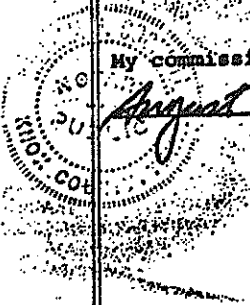
On this 31st day of December, 1975, before me, personally appeared S. H. ROBERTS, JR., to me known to be the person who executed the foregoing instrument in behalf of MKCSD INVESTORS, a South Carolina partnership, a General Partner of Cherokee Bluff Developers, a South Carolina Limited Partnership, and acknowledged that he executed the same as the free act and deed of MKCSD INVESTORS, a South Carolina partnership, a General Partner of Cherokee Bluff Developers, a South Carolina Limited Partnership.

WITNESS my hand and seal at office this 31st day of December, 1975.

  
Notary Public

My Commission expires:

August 21, 1977



Instr: 197512310015541  
Pages: 16 of 51

Back File Automation

BOOK 1570 — 205



**EXHIBIT A TO MASTER DEED  
ESTABLISHING THE CHEROKEE BLUFF HORIZONTAL PROPERTY REGIME**

SITUATED in the Ninth Civil District of Knox County, Tennessee, and being Parcel 10 only, as shown on map styled, "Property of Cherokee Bluff Developers"-Cherokee Bluff Condominium Master Plan, Sheet One, of Record in Map Book 625, Pages 42-45, in the Register's Office for Knox County, Tennessee, more particularly bounded and described as follows, to-wit:

BEGINNING at a beginning point situated the following calls and distances from a point in Fort Loudoun Lake (formerly Tennessee River) on low water line as it existed prior to impounding Fort Loudoun Lake at the dividing line between the property of the University of Tennessee and the property of Cherokee Bluff Developers: S 1° 32' W 46.75 ft. to an iron pin; continuing along the same call 173.25 ft. to a concrete monument in said dividing line; S. 54° 26' 01" E 424.70 ft. to a point; N 33° 08' 02" East 159.50 ft. to a point; S. 56° 51' 58" E 209.89 ft. to said point of beginning; thence from said point of beginning, S 33° 43' 50" W 47.87 feet to a point; thence S 27° 54' 32" E 181.02 ft. to a point; thence S 56° 16' 10" E 136.22 ft. to a point; thence S 14° 05' 57" E 174.27 ft. to a point; thence S 56° 57' 15" E 50 ft. to a point; thence S. 12° 27' 17" E 74.93 ft. to a point; thence N 81° 13' 34" E 157.03 ft. to a point; thence N 47° 06' 50" E 330.00 ft. to a point; thence N 36° 25' 41" E 473.60 ft. to a point; thence N 23° 02' 10" E 222.39 ft. to a point; thence N 34° 53' 03" W 107.00 ft. to a point; thence S 57° 30' 00" W 183.42 ft. to a point; thence N. 34° 53' 03" W, 110.00 ft. to a point; thence S 55° 06' 57" W, 356.20 ft. to a point; thence N 56° 16' 10" W, 296.03 ft. to a point; thence S 33° 43' 50" W, 396.19 ft. to the point of BEGINNING, said premises being further described as Regime One Property, Parcel 10, on said Map, containing 12.42 acres. Said Map and survey was prepared by James B. Isbell, Jr., Engineer, of Knoxville, Tennessee.

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.

There is granted as an easement appurtenant to the aforescribed Tract 10 Regime an easement for cables and conduits and access for maintenance and construction of the same over the Racket Club Tract 11 to the TV Antenna Site Tract 12 as shown on said map, with the right to affix on the tower on said Tract 12 necessary antennae, preamplifiers and cables for the use and operation of a cable TV system serving the Regime, such right as to Tract 12 to be in common with the rights granted thereon to the City of Knoxville under contract dated \_\_\_\_\_ and such right to be in common with the developer and others to whom a similar right may be granted, including but not limited to use of said Tract 12, the tower thereon, and the antennae and preamplifiers installed thereon for further extension of cable TV systems to other parts of the entire perimeter shown on said map.

Together with a non-exclusive right of way and easement for ingress and egress and all necessary utilities on, under, over and through the following described Parcel 14 as shown on Sheet 1 of said Master Plan:

BEGINNING at a point in the Northerly line of Cherokee Trail located the following calls from the iron pin in the Northerly line of Cherokee Trail situated at the Southern terminus of the dividing line between the property of the University of Tennessee and the property of Cherokee Bluff Developers: South 36° 22' 18" East 55.58 feet to an iron pin; South 39° 44' 49" East 1.99 feet; thence from said BEGINNING point North 52° 38' 54" West 45.51 feet to the point of a curve to the left; thence with said curve whose chord is North 10° 20' 03" East 94.25 feet in length an arc distance of 103.39 feet to the point of a curve to the right; thence with said curve; whose chord is North 00° 28' 49" West 105.54 feet an arc distance of 111.05 feet to the point of a curve to the right; thence with said curve whose chord is North 78° 19' 38" East 188.16 feet an arc distance of 211.37 feet to a point; thence North 35° 38' 05" East 30 feet to a point; thence South 54° 21' 55" East 165 feet to a point; thence South 35° 38' 05" West 30 feet to a point; thence South 54° 21' 55" East 69.40 feet to the point of a curve to the right; thence along said curve whose chord is South 19° 50' 49" East 102 feet, an arc distance of 108.44 feet to a point; thence South 14° 40' 17" West 44.05 feet to the point of a curve to the left; thence with said curve whose chord is South 29° 45' 58" East 91.02 feet an arc distance 100.83 feet to a point; thence South 74° 12' 13" East 148.88 feet to a point of a curve to the left; thence along said curve whose chord is North 75° 47' 10" East 107.13 feet, an arc distance of 112.19 feet to a point; thence North 45° 46' 34" East 237.34 feet to the point of a curve to the left; thence with said curve whose chord is North 26° 13' 35" East 159.09 feet an arc distance of 162.22 feet to a point; thence North 06° 40' 35" East 91.39 feet to a point of a curve to the right; thence with said curve whose chord is North 19° 51' 40" East 182.47 feet, an arc distance of 184.09 feet to a point; thence North 33° 02' 45" East 352.17 feet to the line of Regime I; thence with the line of Regime I South 56° 57' 15" East 50 feet; thence South 33° 02' 45" West 352.17 feet to the point of a curve to the left; thence with said curve the chord distance of which is South 19° 51' 40" West 159.66 feet an arc distance of 161.08'; thence South 6° 40' 35" West 91.39 feet to the point of a curve to the right; thence with said curve the chord of which is South 26° 13' 35" West 192.56 feet an arc distance of 196.35 feet to a point; thence South 45° 46' 34" West 237.34 feet to the point of a curve to the right; thence with said curve the chord of which is South 75° 47' 10" West 157.15 feet an arc distance of 164.57 feet to a point; thence North 74° 12' 13" West 148.88 feet to the point of a curve to the right; thence with said curve the chord distance of which is North 29° 45' 58" West 161.03 feet an arc distance of 178.38 feet to a point; thence North 14° 40' 17" East 44.05 feet to the point of a curve to the left; thence with said curve the chord of which is North 19° 50' 49" West 45.33 feet, an arc distance of 48.20 feet to a point thence North 54° 21' 55" West 234.40 feet to the point of a curve to the left; thence with said curve whose chord is South 78° 19' 38" West 114.66 feet, an arc distance of 128.81 feet to the point of a curve to the left; thence with said curve whose chord is South 0° 28' 49" East 53.29 feet an arc distance of 56.08 feet to the point of a curve to the right; thence with said curve whose arc is South 10° 20' 03" West 161.57 feet an arc distance of 177.25 feet to a point; thence South 52° 38' 54" West 43.42 feet to a point in the North line of Cherokee Trail North 39° 44' 49" West 50.04 feet to the place of BEGINNING.

Such right of way and easement, however, to be in common with the developer and others to whom a similar right may be granted, including but not limited to use in connection with other and future regimes and development within the perimeter boundary shown

1520 207



Instr: 197512310016541  
Pages: 18 of 51

Back File Automation

on said map and all necessary utilities thereto.

There is RESERVED a right of way and easement for ingress and egress on, over and through so much of the driveway area within the Regime as is necessary and convenient for access between the Racket Club Tract 11 shown on said map and the northeast end of the aforescribed Parcel 14.

There is reserved to the developer the exclusive use, custody and control of the guard house situated on the above described Tract 14 as shown on said map until such time as development of the entire perimeter may have been completed and appropriate agreements for the use and maintenance of said guard house entered into between and among the developer, the council of the above described Regime, similar councils of future regimes, and any other developers.

There is granted as an appurtenance to the above described Regime a non-exclusive easement and right of way in common with the developer on, over, under and through the sewer, water line and telephone line easement shown as Tract 6 on the above described map, with the power and right in the developer to grant therein such easements to South Central Bell Telephone and Telegraph Company, the City of Knoxville, and other utilities and vendors of utilities services as may be necessary or convenient to the development of the above described Regime and including but not limited to further or future regimes and developments as may be instituted within the perimeter boundaries shown on the above described map.

All easements, rights of way, easement rights and access rights which may now or hereafter by the above grants, reservations, or use in fact, be the subject of common use shall be repaired, maintained, reconstructed and improved as necessary in common, with the costs thereof shared on a reasonable basis according to pro rata use of the same or right to use of the same.

There is further reserved on the above described Tract 14 and as necessary across the driveway and parking areas in the Regime Tract 10 such rights of access and connection as may be necessary under the terms of the contract with the City of Knoxville for the erection and maintenance of the antenna tower.

There is further granted a non-exclusive right of way and easement on, under, over and through the following described Parcel No. 6 for sewer, water and telephone lines:

BEGINNING at an iron pin located in the Northerly line of Cherokee Trail at the Southerly terminus of the dividing line between the property of            Rosa and Cherokee Bluff Developers; thence with said dividing line North 12° 38' 34" East 15.07 feet to a point; thence North 48° 01' 47" West 97.61 feet to a point; thence North 18° 26' 23" West 308.78 feet to a point; thence North 71° 33' 37" East 47.03 feet to a point; thence North 18° 26' 23" West 60 feet to a point; thence South 71° 33' 37" West 43.11 feet to a point; thence North 6° 23' 25" West 117.90 feet to a point; thence North 36° 22' 35" West 129.13 feet to a point; thence N. 57° 28' 55" West 202.25 feet to a point; thence North 14° 09' 15" West 107.25 feet to a point in the line of Regime I; thence with the line of Regime I South 81° 13' 34" West 20.09 feet to a point; thence South 14° 09' 15" East 117.07 feet to a point; thence South 57° 28' 55" East 206.47 feet to a point; thence South 36° 22' 35" East 120.05 feet to a point; thence South 06° 23' 25" East 167.51 feet to a point; thence North 80° 06' 25" West 202.58 feet to a point; thence North 44° 44' 55" West 202.83 feet to a point; thence North 15° 00' 15" West 136.78 feet to a point; thence North 09° 51' 35" East 170.54 feet to a point in the line of Regime

BOOK 1570 — 208



Instr: 197512310016541  
Pages: 13 of 51

Back File Automation

I thence South 81° 13' 34" West with the line of Regime I 42.21 feet to a point; thence South 09° 51' 35" West 165.87 feet to a point; thence South 15° 00' 15" East 156.22 feet to a point; thence South 44° 44' 55" East 226.21 feet to a point; thence South 80° 06' 25" East 182.49 feet to a point; thence South 18° 26' 23" East 298.08 feet to a point in the Northerly line of Cherokee Trail; thence with the Northerly line of Cherokee Trail along a curve to the right a chord distance of South 67° 44' 18" East 152.24 feet to the place of BEGINNING.

Such right of way and easement, however, to be in common with the developer and others to whom a similar right may be granted, including but not limited to use in connection with other and future regimes and developments within the perimeter boundary shown on said map and subject to such easements and rights of way as have been or will shortly in the course of development be granted the City of Knoxville and South Central Bell Telephone and Telegraph Company for use of the same, such grants to be in form as required by said utilities.

There is further granted a non-exclusive right of way and easement on, under, over and through the following described Parcel No. 2 for power and utility lines:

BEGINNING at a point in the Northerly line of Cherokee Trail; said point being located the following calls and distances from the iron pin located in the Northerly line of Cherokee Trail marking the Southern terminus of the boundary line between the property of the University of Tennessee and the property of Cherokee Bluff Developers South 36° 22' 18" East 55.58 feet to an iron pin, South 39° 44' 49" East 207.34; thence from said BEGINNING point North 38° 08' 28" East 14.01 feet to a point; thence North 20° 43' 35" East 351.96 feet to a point in the Southerly line of Parcel No. 14 (entrance driveway and utility easement); thence with the Southern line of said entrance driveway and utility easement South 54° 21' 55" East 15.52 feet to a point; thence South 20° 43' 35" 350.26 feet West to a point; thence South 38° 8' 28" West 19.53 feet to a point in the Northerly line of Cherokee Trail; thence North 39° 44' 49" West with the Northerly line of Cherokee Trail 15.34 feet to the point of BEGINNING.

Such right of way and easement, however, to be in common with the developer and others to whom a similar right may be granted, including but not limited to use in connection with other and future regimes and developments within the perimeter boundary shown on said map and subject to such easements and rights of way as have been or will shortly in the course of development be granted the City of Knoxville and South Central Bell Telephone and Telegraph Company for use of the same, such grants to be in form as required by said utilities.

Subject to Utility Easement dated October 23, 1974, between Cherokee Bluff Developers and the City of Knoxville, of record in Deed Book 1542, page 411, in the Register's Office for Knox County, Tennessee.



Instr: 197512310016541  
Pages: 20 of 51

Back File Automation

BOOK 1570 — 209

EXHIBIT "B" TO  
THE CHEROKEE BLUFF

HORIZONTAL PROPERTY REGIME

The homes include (a) the space enclosed by the unfinished surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements that ordinarily are regarded as enclosures of space; (b) all interior dividing walls and partitions (including the space occupied by such walls or partitions); and (c) the decorated inner surfaces of said perimeter and interior walls (including the decorated inner surfaces of all interior load-bearing walls) and floors, ceilings, consisting (as the case may be) paint, plaster, carpeting, tiles and all other furnishings, materials and fixtures affixed or installed and for the sole and exclusive use of any dwelling space, commencing at the point of disconnection from the structural body of the building and from utility lines, pipes or systems serving the dwelling space, commencing at the point of disconnection from the service of any particular dwelling space of a building, nor any property of any kind, including fixtures and appliances within any apartment, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any apartment.

The Cherokee Bluff property contains 136 units; 50 Water Trace units of which there are 26 two bedroom units and 24 three bedroom units; 86 Cherokee Heights units of which there are 50 two bedroom units and 36 units which have three bedrooms.

TWO BEDROOM WATER TRACE

These units are designated as C units and are located primarily in the north and northwest section of the community. All are essentially identical and are comprised of a carport (containing storage area in the rear) with a total of 453 square feet, and two floors of living area space which is approximately 1373 square feet in size. The second floor at which the main entry is located is ground level. Outside the entry is a courtyard consisting of a concrete slab with center drain. This courtyard may be filled with soil and shrubs planted. A covered walkway beside the courtyard leads to the main entry which provides access to both levels and totals approximately 67 square feet.

The second level is entered via a hallway leading to the bedroom area. It contains two bedrooms, one approximately 167 square feet (including closets) and the master bedroom approximately 149 square feet. These rooms are located on the left side of this floor and a combination dressing room and bath measuring 124 square feet separate the two bedrooms. This bath may be entered from the hallway or the master bedroom. Located on the right side of the floor is a library/den measuring 100 square feet which has a cathedral ceiling and overlooks the living room on the first

BOOK 1570 — 210

Instr: 197512310015541  
Pages: 21 of 51

Back File Automation

floor. A twelve-step stairway immediately inside the entrance descends to the living room. This room has sliding glass doors and measures approximately 210 square feet. It shares the cathedral ceiling extending over the library/den. The dining room, approximately 115 square feet, lies directly to the right of the living room area. It contains sliding glass doors which open onto a patio containing 76 square feet. Directly behind the dining room is the kitchen area with 94 square feet containing the following appliances; stove with self-cleaning oven, vent and hood; refrigerator with icemaker, trash compactor, and garbage disposal, all of which are General Electric products. Opposite from the kitchen is a powder room area (71 square feet) which contains a lavatory and an area for a washer and dryer. Additionally, the room contains 24 square feet of usable, enclosed storage space located under the stairwell. Total area including covered entry, storage, carport, and patio is 1969 square feet.

### THREE BEDROOM WATER TRACE

These units are located in the north and northwest section of the community, and are designated as D units. The units are essentially identical and are mirror images of the other three bedroom units throughout the community. Carport and entry are the same as in the two bedroom Water Trace units as previously described. The covered walkway beside the courtyard leads to the second level in which there are three bedrooms. On the left side of the second level is one bedroom which measures 175 square feet and is separated by a combination bath and dressing area (approximately 124 square feet) from the master bedroom (175 square feet). On the right side of the second level is located the third bedroom serviced by a full bath (40 square feet). This third bedroom, overlooking the living area, measures approximately 150 square feet.

Access to the lower level which contains living room, dining room, kitchen, powder room, and utility room is obtained at the main entrance by a stairway that leads down to lower level and takes a curve leading into the living room area. The living room and dining room area share an open space of approximately 390 square feet. A patio containing 110 square feet extends from the living room area. Directly behind the dining room area is the kitchen measuring 144 square feet. The same appliances are standard in the three bedroom as in the two bedroom Water Trace units. In an opposite direction from the kitchen is a combination powder room and utility area containing 61 square feet. An enclosed area under the stairwell contains 32 square feet of usable storage space. Total inside living area is approximately 1650 square and with entryway, carport, storage, and patio, the total area is approximately 2247 square feet.

### TWO BEDROOM CHEROKEE HEIGHTS

These units are designated as A units and are located throughout the community, primarily in the east section and the interior section of the community. All are essentially identical and are mirror images to other two bedroom Cherokee Heights units in the complex. They can be entered through the double car garage, (420 square feet) or through a doorway opening into the foyer. The foyer leads to the thirteen-step stairway which ascends to the first level. All rooms on this level are accessible from the hallway leading from the first floor entry. The living room contains 254 square feet and has sliding glass doors leading to a balcony which is 59 square feet in size. Off the common hallway is the combination powder room and utility room which contains 77 square feet. Also, at the end of the hallway the dining room containing 121 square feet may be entered. It has sliding glass doors leading from a patio (109 square feet) which serves as a second entrance. Directly to the right of the dining room is the kitchen area approximately 121 square feet in size containing General Electric stove with self-cleaning oven with vent and hood, refrigerator with icemaker, trash compactor and garbage disposal. A stairway ascends to the second level which contains two bedrooms: the master bedroom (180 square feet) with dressing and bath area measuring 156 square feet (which is accessible from both the hallway and the master bedroom), and the second bedroom (161 square feet including closets). Total square footage of living space is 1528 and including garage, balcony, and patio the total area is approximately 2116 square feet.



Instr: 197512310015641  
Pages: 22 of 51

B-2

### THREE BEDROOM CHEROKEE HEIGHTS

These units are designated as B units are mirror images of other B units throughout the development. The units are located in the east, southeast, and interior sections of the community. A double car garage (468 square feet) is topped by two levels. A thirteen-step stairway adjacent to the garage ascends to the first level containing the living room (255 square feet) which has sliding glass doors leading to a 59 square foot balcony. A common hallway serves as the entrance to a combination powder room and bath (74 square feet), and serves as entrance to the dining room measuring 122 square feet. The dining room has sliding glass doors leading onto a patio (109 square feet) which serves as a second entrance into the unit. In an opposite direction from the dining room is the kitchen (153 square feet) which contains the same General Electric appliances as the two bedroom units. Stairs (13 steps) lead from the hallway up to the second level. From this point all three bedrooms are accessible; one being approximately 167 square feet, the second, 157 square feet, and the master bedroom, 178 square feet with dressing and bath area (128 square feet). The other two bedrooms are serviced by a full bath (40 square feet) which leads off the hallway. Total square footage of the B unit is 1757 square feet, and including garage, balcony, and patio, the total area is approximately 2346 square feet.



Instr: 197612310815541

Pages: 23 of 51

Back File Automation

BOOK 1570 == 212