

MASTER DEED & AMENDMENTS

This Instrument Prepared by:
R. Scott Elmore, Esq.
The Elmore Law Firm
319 Ebenezer Road
Knoxville, TN 37923
(865) 692-3507

State of Tennessee, County of SEVIER
Received for record the 04 day of
JUNE 2001 at 12:01 PM. (REC# 20395)
Recorded in official records
Book 1238 Pages 196- 230
Notebook 57 Page 415
State Tax \$.00 Clerks Fee \$.00,
Recordings \$142.00, Total \$ 142.00,
Register of Deeds SHERRY ROBERTSON
Deputy Register CHRISTY

MASTER DEED OF RIVER PLACE CONDOMINIUMS

THIS MASTER DEED and the Exhibits which are attached hereto and made a part hereof, are made and executed in Knox County, Tennessee, this 30th day of May, 2001, by **APPLE VIEW FARMS, LLC**, a Tennessee limited liability company (hereinafter called the "Developer") for itself, its successors, grantees and assigns, pursuant to the provisions of the Tennessee Horizontal Property Act (Tenn. Code Ann. § 66-27-101, et seq., hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Sevierville, Sevier County, Tennessee and more particularly described in **Exhibit A** of this Master Deed, which is attached hereto and made a part hereof (hereinafter referred to as the "Land"), together with certain improvements located on the Land (hereinafter collectively referred to as the "Property"); and

WHEREAS, the Property is part of a master development known as Apple View Farms and is already subject to that certain Declaration of Covenants, Conditions and Restrictions for Apple View Farms which sets forth the governance structure for the entire Apple View Farms development; and

WHEREAS, it is the intention of the Developer to submit the Property to a horizontal property regime pursuant to the Act, and to sell, lease, mortgage, transfer and/or otherwise convey individual condominium units within the regime to various purchasers, subject to the covenants, conditions, and restrictions herein reserved to be kept and observed; and

WHEREAS, Developer desires and intends by filing this Master Deed to submit the Property to the provisions of the Act as a residential condominium property and to impose upon such Property mutually beneficial restrictions under a general plan of improvement for the benefit of the Property and the owners thereof;

NOW, THEREFORE, the Developer does hereby declare as follows:

1. **Establishment of River Place Condominiums.** The Developer hereby submits the Property to the provisions of the Act in order to establish a horizontal property regime known as "River Place Condominiums". By the recording of this Master Deed, Developer hereby publishes and declares that the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved in accordance with the provisions of the Act and subject to the covenants, conditions, restrictions, uses, limitations, and obligations of this Master Deed, which shall be deemed to run with the Land and shall be a burden and a benefit to the Developer, its successors and assigns and any person acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns.

2. **Definitions.** The terms used herein or in the exhibits attached hereto shall have the meaning stated in the Act and as follows, unless the context otherwise requires:

a. **"Allocated Interest"** means the undivided interest in the Common Elements, the Common Expense liability and votes in the Association (as hereinafter defined) matters, allocated to Units in River Place Condominiums. The Allocated Interest attributable to each Unit shall be equal.

BK 1238 PG 196

b. **"Association"** means River Place Condominiums Owners Association, Inc., a Tennessee non-profit corporation, its successors and assigns.

c. **"Board of Directors"** means the governing body of the Association with the powers and duties as set forth in the Bylaws.

d. **"Bylaws"** shall mean the Bylaws for the administration of River Place Condominiums by the Association contained in **Exhibit B** attached hereto and made a part hereof, as the same may be amended from time to time.

e. **"Charter"** means the Charter of River Place Condominiums Owners Association, Inc., a copy of which is attached hereto as **Exhibit C** and made a part hereof.

f. **"Common Elements"** shall mean all portions of the Property other than the Units as more particularly set forth hereinafter and shall include roads and streets, unless and until they have been accepted by the Apple View Farms Community Association, Inc. or the appropriate public authority for repair, maintenance and upkeep.

g. **"Common Expenses"** means the expenses or financial liabilities for the operation of River Place Condominiums. These include:

i. Expense of administration, insurance, maintenance, operation, repair or replacement of the Common Elements.

ii. Expenses agreed upon and designated as Common Expenses by the Association.

iii. Expenses declared Common Expenses pursuant to the provisions of this Master Deed, the Bylaws or the Act.

iv. Any valid charge by the Apple View Farms Community Association, Inc. against River Place Condominiums as a whole.

v. Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the General Common Elements or any other real or personal property acquired or held by the Association.

h. **"Declaration"** shall mean the Declaration of Covenants, Conditions and Restrictions for Apple View Farms, as may be amended from time to time, filed by the Developer and recorded in the Register's Office for Sevier County, Tennessee in Book 1097, Page 198.

i. **"Developer"** shall mean Apple View Farms, LLC. The term "Developer" shall also mean (i) successors in interest of Developer if such successor in interest acquires all or any portion of Developer's interest in the Property for the purpose of development and/or sale and (ii) the successor in interest assumes the rights and duties of Developer as to the portion of the Property so acquired.

j. **"Eligible Mortgagees"** shall mean a beneficiary under or holder of a deed of trust or a mortgage whereby such holder holds a first security interest in a Unit which has notified the Association, in writing, of its name and address and pertinent Unit number. The term Eligible Mortgagee shall also be deemed to include, unless the context otherwise requires; any insurer, or guarantor of a first security interest in a Unit which has notified the Association, in writing, of its name and address and pertinent Unit number.

k. **"General Common Elements"** shall mean all Common Elements other than Limited Common Elements, as further defined and set forth herein.

l. **"Limited Common Elements"** shall mean a portion of the Common Elements reserved for the exclusive use of one or more but fewer than all Units as further set forth herein.

m. **"Master Deed"** shall mean this document relating to the Property pursuant to the provisions of the Act.

BK 1238 PG 197

- n. **"Mortgage"** shall mean a deed of trust as well as a mortgage.
- o. **"Owner"** or **"Unit Owner"** means "co-owner" as defined by the Act, but excluding those having such interest merely as security for the performance of an obligation.
- p. **"Property"** shall mean the Land, all buildings, improvements and structures located thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith.
- q. **"Rules and Regulations"** shall mean the rules and regulations adopted by the Association and the Apple View Farms Community Association, Inc. concerning the use of the Property as from time to time are in effect.
- r. **"Unit"** means "Apartment" as defined by the Act and shall be a portion of River Place Condominiums designed and intended for separate ownership or occupancy as further set forth herein.

3. **Development Plan.** River Place Condominiums has been developed in the following manner:

- a. **Name.** The name of the condominium project is River Place Condominiums. River Place Condominiums are located off Lonesome Valley Road, Sevierville, Tennessee.
- b. **Legal Description of Units.** The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on **Collective Exhibit D**. Every deed, lease, deed of trust or other instrument shall legally describe a Unit by its identifying number or symbol as shown on **Collective Exhibit D**, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.
- c. **Alteration and Subdivision of Units.** Developer reserves the right to change the interior design and arrangement of any Unit and to alter the boundaries of the Units, as long as Developer owns the Unit so altered. However, no change shall increase the total number of Units, nor substantially or materially alter the boundaries of the General Common Elements without an amendment to the Master Deed to reflect such changes. Developer's right to subdivide or alter Units shall not be subject to prior approval so long as Developer's Reserved Rights (as defined herein) have not expired. Unit Owners must have prior approval of the Board of Directors before subdividing a Unit or altering the boundaries of the Common Elements.
- d. **Phasing.** It is contemplated that the entirety of the property provided in Exhibit A shall be developed in three (3) Phases under the herein created Horizontal Property Regime.
- e. **Other Improvements.** River Place Condominiums includes gardens, landscaping, roadways, driveways and other facilities, all of which are part of the Common Elements, and which are located substantially as shown on **Exhibit E**.

4. **Unit Boundaries.** The boundaries of each Unit shall be determined in the following manner:

- a. **Upper Boundaries.** The upper boundary shall be the plane of the interior surfaces of the roof.
- b. **Lower Boundaries.** The lower boundary shall be the plane of the upper surfaces of the floor slab, if constructed on slab, or the plane of the upper surface of the foundation, where Units are not constructed on slab.
- c. **Vertical Perimeter Boundaries.** The vertical boundaries of the Unit shall be the undecorated interior surface of the outside walls of the building containing the Unit, and/or the centerline of the common interior walls bounding a Unit, which and to the extent interior walls are shared with another Unit.

BK 1238 PG 198

d. **Unit Components.** In determining the components of, and what constitutes the makeup of a Unit, each Unit shall include the floor system (flooring and structural supports) between the garage area and the floor of any unfinished space over the garage of each Unit, sheetrock or other wall and ceiling coverings and coatings (including, but not limited to, paint, wallpaper and paneling), carpet, tile, flooring, cabinetry, appliances and lighting fixtures, fans and any other fixtures exclusively serving a specific Unit and located within the boundaries of each Unit, as such boundaries are defined and determined in subsections (a), (b), and (c) of this section.

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

- a. The Land described on **Exhibit A**, whether improved or unimproved;
- b. The foundation, main exterior walls and roofs of each Unit building;
- c. The corridors, stairwells and lobbies located outside of Unit boundaries;
- d. Connections, conduits, utility lines and meters for gas, electricity, telephone, cable and water not owned by the public utility or other agencies providing such services;
- e. Exterior lighting and other facilities necessary to the upkeep and safety of the building and grounds and serving more than one Unit;
- f. Any easement or other right which may now or hereafter be granted to the benefit of the Unit Owner(s) or others for access to or use of the General Common Elements or for any other common purpose;
- g. All tangible personal property required for the operation, maintenance and administration of River Place Condominiums which may be owned by the Association;
- h. All other facilities or elements of any improvement located upon the Property necessary or convenient to the management, operation, maintenance and safety of River Place Condominiums or normally in common use, including without limitation and maintenance/storage rooms or public restrooms;
- i. All private streets and street curbs, subject to the easements and provisions set forth in this Master Deed and the Declaration; and
- j. All drainage easements and waterways.

6. **Limited Common Elements.** The Limited Common Elements shall be for the exclusive use of the Unit to which they are appurtenant as they may appear on **Collective Exhibit D**. Ownership of the Unit and the Limited Common Elements may not be divided, and any transfer of the Unit shall include a transfer of the Limited Common Elements appurtenant thereto. The Board of Directors has the authority to set uniform standards and procedures for maintenance of Limited Common Elements. By acceptance of a deed to a Unit, all Unit Owners covenant and agree to be bound by and to comply with any such standards and procedures established by the Board of Directors, with the cost and expense of such compliance to be borne by each Unit Owner as it pertains to the maintenance and upkeep of their Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- a. If a chute, chimney, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the General Common Elements.
- b. Any shutters, awnings, window boxes, doorsteps, stoops, porches, screened-in porches, decks, balconies, patios and each exterior door and window or other fixture designed to serve a single Unit that is located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit served and their use is limited to that Unit.

BK 1238 PG 199

c. Walkways, steps and driveways which provide access to a single Unit, shall be Limited Common Elements allocated exclusively to the Unit served and their use is limited to that Unit.

d. Storm doors on the back of a Unit, if any, will be Limited Common Elements of the Unit which they service.

e. Exterior surfaces, trim, siding, doors and windows will be Limited Common Elements allocated to the Unit served.

f. Decorative trim, siding, exterior surfaces, mailboxes, name plates and exterior lighting, etc., affixed to the Unit building will be Limited Common Elements allocated to the Unit to which they are affixed.

g. Mechanical Equipment, utility boxes, HVAC pads, etc., not owned by a public utility or other entity and serving only one Unit shall be Limited Common Elements allocated to the Unit served.

h. In those Units not constructed on slab, the air space between the plane of the upper surfaces of the foundation and ground level, shall be considered a Limited Common Element, the use of which is limited to that Unit.

7. Property Rights and Use.

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

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

c. There shall be a perpetual and appurtenant right of ingress and egress to each Unit. No Unit Owner shall obstruct any of the Common Elements, nor shall any Unit Owner store anything upon any of the Common Elements unless approved by the Board of Directors.

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

8. **Liability for Common Expenses.** Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being in the same proportion as the Allocated Interest. Provided, however, that until the end of the Developer Control Period (as defined herein), the Developer shall be obligated to pay the difference between the amount of Assessments paid by the Unit Owners and the amount necessary to pay Common Expenses (the "Shortfall"). The computation for Shortfall shall not include reserves or payment for extraordinary repairs. The Developer's obligation to pay the Shortfall shall be in lieu of its obligation to pay Assessments. Following the Developer Control Period, the Developer shall pay Assessments for Developer owned Units in the same manner as other Unit Owners.

BK 1238 PG 200

9. Maintenance, Repair and Alteration of Units and Limited Common Elements.

a. The responsibility of the Unit Owner shall be:

i. To maintain, repair and replace at such Unit Owner's sole cost and expense all portions of its Unit and the Limited Common Elements appurtenant thereto;

ii. Not to paint or otherwise decorate or change in any way the appearance of any portion of the General Common Elements or the Limited Common Elements; and

iii. To promptly report to the Association any defects or needs for repairs the responsibility for which is that of the Association.

b. If any Unit Owner, after the receipt of written notice from the Board of Directors, fails or neglects in any way to perform any obligation with respect to the first class maintenance of its Unit or Limited Common Elements appurtenant thereto, the Board of Directors shall have the right, but not the obligation to perform, or cause to be performed such maintenance and all sums expended and all costs and expenses incurred in connection with such maintenance by the Board of Directors shall be immediately due and payable by such Unit Owner. In the event such Unit Owner fails to pay the expense within thirty (30) days after receipt of written notice from the Board of Directors of the amount due, such sums shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, from the date when due until paid.

c. Except as otherwise provided in this Master Deed, Unit Owners shall not make any significant structural alterations, changes, modifications, or improvements to their Units or the Limited Common Elements appurtenant thereto without the written approval of the Board of Directors. Written notice of any intended change, improvement or modification shall be given to the Board of Directors, setting forth details and requesting approval. The Board of Directors shall take into consideration such factors as structural integrity of the building and aesthetic impact of the proposed improvements or changes. The Board of Directors shall have the obligation to answer the written request within sixty (60) days after such request is received, and the failure to do so within the stipulated time shall constitute the Board of Directors' consent. Prior to, and as a condition of the granting of its consent, the Board may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board of Directors setting forth the terms and conditions under which such alterations, changes, additions or improvements may be made, including, without limitation the days and hours during which any work may be performed. Approval by the Board of Directors of any structural alterations, additions or improvements by Unit Owners shall not in any way be deemed to or construed to mean that such alteration, improvements or additions are in compliance with laws, ordinances and regulations of any governmental authorities, such compliance shall be the sole responsibility of the Unit Owner. The provision of this section shall not apply to the Developer or Developer owned Units to the extent that the provisions of this section would be in conflict with provisions concerning the Developer's Reserved Rights. Provided, however, that this section shall not be construed to require approval of minor or decorative changes to the Unit which do not affect the Units' structure or the Common Elements.

10. Maintenance, Repair and Alternation of General Common Elements.

a. The maintenance and operation of the General Common Elements shall be the responsibility and the expense of the Association.

b. Except as otherwise provided in the Master Deed or the Bylaws, all alterations, additions or improvements in or to any General Common Elements shall be made by the Association. The cost and expense of all maintenance, repair and alterations of the General Common Elements shall be charged to all Unit Owners as a Common Expense. No Unit Owner shall undertake to modify any portion of the General Common Elements.

11. Common Expense Assessments. In addition to any assessments established under the Declaration, Owners of Units shall be subject to the following assessments:

a. Every Unit Owner by acceptance of a Deed to a Unit shall be deemed to covenant and agree to pay the Association a proportionate share of the Common Expenses ("Assessments") each share being the same as its Allocated Interest in the Common Elements.

b. Common Expenses attributable to fewer than all Units shall be allocated in the following manner:

i. Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed to the Unit.

EK 1238 PG 201

ii. If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against that Unit Owner's Unit.

iii. Fees, charges, late charges, fines, collections costs, and interest charged against a Unit Owner pursuant to the Declaration or Master Deed are enforceable as Assessments.

c. The Board of Directors shall set the amount of the Assessments, such amounts shall be reasonably sufficient to pay all Common Expenses. Assessments shall be due and payable monthly in the manner prescribed by the Board of Directors.

d. The Board of Directors may levy a Special Assessment applicable for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the General Common Elements including necessary fixtures, equipment and other personal property related thereto or for other lawful purposes.

e. The Association shall have a lien against a Unit for default in payment of Assessments, such lien shall also secure the payment of interest, costs and reasonable attorney's fees in accordance with applicable law. The Assessments together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person(s) or entity who was the Owner at the time the Assessments fell due. All record Owners shall be jointly and severally liable with respect to the Assessments.

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

g. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by applicable law, whichever is lesser, from the date when due until paid. All payments upon account shall be first applied to interest and then to the Assessment payment first due.

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

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

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

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

BK 1238 PG 202

13. **Notices of Action.** All Eligible Mortgagees will be entitled to timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of River Place Condominiums or the Unit securing its Mortgage.
- b. Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the Mortgage.
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- d. Any proposed amendment to this Master Deed that requires the consent of a specified percentage of Eligible Mortgagees.

14. **Association.** The operation of River Place Condominiums shall be by River Place Condominiums Owners Association, Inc. which shall fulfill its functions pursuant to the following provisions:

- a. The members of the Association shall be the Unit Owners.
- b. Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.
- c. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's Unit.
- d. The Association shall have a right of entry upon the Units and Limited Common Elements to effect emergency repairs. The Association shall also have a reasonable right of entry upon the Units and Limited Common Elements to effect repairs, maintenance and improvements deemed necessary.

15. **Developer's Reserved Rights.** The Developer hereby reserves the following rights:

- a. The right by amendment to this Master Deed, to create Units and Common Elements through phasing on the Land, provided, prior approval has been received from the City of Sevierville, Tennessee.
- b. The right to construct underground utility lines, pipes, wires, ducts, and other facilities across the Land for the purpose of furnishing utility and other services to each building.
- c. The right to withdraw and grant easements to public utilities, municipalities, and the State of Tennessee.
- d. The right to maintain ingress and egress easements over and upon the Common Elements for purposes of construction and repair.
- e. The right to maintain sales offices, management offices and model Units within River Place Condominiums, so long as the Developer owns the Unit so employed.
- f. The right to maintain any and all easements over the Common Elements for the purpose of making improvements to River Place Condominiums or any approved phases.
- g. The right to post signs and displays on the Common Elements to promote sales of Units, and to conduct sales activities.
- h. The right to store and secure construction materials on the Common Elements.

BK 1238 PG 203

i. The right to lease Developer owned Units without prior approval of other Unit Owners, subject to the terms of this Master Deed.

16. **Limitation on Developer's Reserved Rights.** The Developer's Reserved Rights are limited as follows:

a. The Developer's Reserved Rights may be exercised at any time, but not more than fifteen (15) years after the recording of this Master Deed.

b. All additional Units and Common Elements created pursuant to the Developer's Reserved Rights will be restricted to any legal use and subject to the Master Deed in the same manner and to the same extent as the Units created under this Master Deed as initially recorded.

c. This Master Deed shall not be construed to constitute a cloud on the Developer's title rights to the Units, nor shall it impose any obligation on the Developer or any other person or entity to improve, develop, or subdivide any Unit. The rights of the Developer under this Master Deed may be assigned to any successor(s) by an express assignment in recorded instrument, including without limitation, a Deed, an option or lease. This Master Deed shall not be construed in any way to limit the right of the Developer at any time prior to such an assignment to establish additional licenses, reservations and rights of way to itself, to utility companies or to others as may be reasonably necessary to the proper development and disposal of property owned by the Developer.

17. **Developer Control Period and Transfer.** For fifteen (15) years after the date of the recording of this Master Deed, the Developer shall control at least seventy-five percent (75%) of all votes in the affairs of the Association (the "Developer Control Period"). During the Developer Control Period, the Developer shall be entitled to, among other things, appoint and remove the officers and members of the Board of Directors. The Developer shall relinquish all rights through which it may directly or indirectly control, direct, modify or veto any action of the Association, its Board of Directors or a majority of Unit Owners one hundred twenty (120) days after the date by which ninety percent (90%) of the Units in all phases have been conveyed to Unit purchasers other than a successor in interest to Developer. Provided, however, that Developer may relinquish control at any time as provided herein upon written notice to all Unit Owners.

18. **Insurance.**

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

b. The Board of Directors shall obtain property insurance covering all personal property owned by the Association, and buildings and improvements which are part of the General Common Elements in an amount equal to 100% of the current replacement cost, exclusive of land, foundation, excavation and other items normally excluded from coverage. Such coverage shall afford protection against loss or damage by fire and perils normally covered by a standard extended coverage endorsement, and such other perils as are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement. The Association shall obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense. Insurance policies required by this Section shall provide, to the extent reasonably available, that:

i. The insurer waives any right to claim by way of subrogation under the policy against the Developer, the Association, the Board of Directors, the officers, the Unit Owners, and their respective agents, employees and invitees.

ii. An act or omission of any officer, Board member, Unit Owner, the Developer, managing agent or any invitee, agent, officer or employee of the foregoing shall not void

BK 1238 PG 204

the policy or be a condition to recovery under the policy without a prior demand to cure in writing to the Board of Directors followed by a sixty (60) day failure to cure.

iii. If, at the time of loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

iv. Loss must be adjusted with the Association.

v. Insurance proceeds shall be paid to any insurance trustee designated in policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

vi. The insurer may not cancel or refuse to renew the policy until sixty (60) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

vii. The name of the insured shall be substantially as follows: "River Place Condominiums Association, Inc. for the use and benefit of the individual Owners".

c. Liability insurance, including medical payments insurance, in an amount determined by the Board of Directors but in no event less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association. Insurance policies carried pursuant to this Section shall provide that:

i. Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

ii. The insurer waives the right to subrogation under the policy against a Unit Owner.

iii. An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

iv. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

v. The insurer issuing the policy may not cancel or refuse to renew it until ten (10) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

d. Worker's compensation as required by law.

e. A blanket fidelity bond may be provided for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or of the manager at a time while the bond is in force, and in no event less than the sum of three months' Assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a security interest in a Unit, to each servicer or insurer of a mortgage on a Unit and to the Insurance Trustee, if any, before the bond can be canceled or substantially modified for any reason.

f. Such other insurance as the Board of Directors shall determine from time to time to be desirable.

RM 1238 PG 205

g. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

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

i. Each Unit Owner shall obtain insurance on their Unit at their own expense; provided, however, the Unit Owners may, upon resolution of the majority, authorize the Board of Directors to negotiate, contract and pay for a "blanket" insurance policy to provide coverage for all Units and those Common Elements and Limited Common Elements, which are appurtenant thereto, as defined herein, similar to the coverage required for the Common Elements or General Common Elements, as heretofore outlined in Section 18. Said policy shall be without prejudice to the right of each individual Unit Owner to insure his/her Unit on his/her own account and for his/her benefit. No Unit Owner shall be entitled to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the Unit Owners, and their mortgagees, may realize under any insurance policy which the Board may have in force on the property at any particular time.

j. Any Unit Owner who obtains an individual insurance policy concerning any portion of the Property, other than its Unit and personal property belonging to such Unit Owner, shall file a certificate of such policy with the Board of Directors within thirty (30) days after purchase of such insurance.

19. Responsibilities of Insurance Trustee.

a. All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to the Association as a trustee, herein referred to as the "Insurance Trustee."

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

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

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

iii. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution, and as to whether or not the building is to be reconstructed or repaired.

20. Reconstruction and Repair after Fire or Other Casualty.

a. If the General Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined that River Place Condominiums shall be terminated.

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

c. If the damaged property includes Units to which more than fifty percent (50%) of the Common Elements are appurtenant and are found by the Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and the River Place Condominiums will be terminated unless within sixty (60) days after the casualty, the Unit Owners of at least sixty-seven percent (67%) of the Units agree in writing to such reconstruction or repair.

BK 1238 PG 206

No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

d. Any reconstruction or repair must be substantially in accordance with the plans and specifications, or if not, then according to plans and specifications approved by the Board of Directors of the Association and approved by fifty-one percent (51%) of Eligible Mortgagees, and if the damaged property is the Unit buildings, by the Unit Owners of not less than sixty-seven percent (67%) of the Units of all damaged dwellings.

21. Responsibilities and Procedures as to Payment for Repairs after Casualty.

a. If damage occurs only to those parts of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

c. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, Assessments shall be made against the Unit Owners who own damaged property, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs. Additional Assessments may be made at any time during, or following the completion of construction. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such Assessments against Unit Owners in the case of damage to the Common Elements shall be in proportion to the cost of reconstruction and repair to the Common Elements to the Unit Owner's share in the Common Elements.

d. The proceeds from Assessments and insurance received by the Insurance Trustee shall be disbursed as follows:

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

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

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

22. Use Restrictions. The use of River Place Condominiums shall be in accordance with the following provisions:

a. Except as reserved to the Developer, each of the Units shall be occupied only by a family, its servants, and guests, as a residence and for no other purpose.

b. Except as reserved to the Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred, without the approval of the Board of Directors.

c. The Common Elements shall be used only for the purposes for which they are intended in the furnishing services and facilities for the enjoyment of the Units.

d. No use or practice shall be permitted on the Property which is the source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Property by its occupants.

e. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements, which will increase the rate of insurance upon the Property.

f. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

g. Until the Developer has completed and sold all of the Units, neither the Unit Owners nor the Association, nor the use of the Property shall interfere with the completion of subsequent phases, and the contemplated improvements and the sale of the Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, the showing of the Property, the display of signs, or leasing such Units.

h. Except for Limited Common Elements and such signs as may be posted by the Developer while the Developer is a Unit Owner, no signs shall be posted on any portion of the Common Elements except pursuant to a prior resolution of the Board of Directors.

i. No Unit Owner shall install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements, or additions to the Property's water system, plumbing system, heating system, air-conditioning system or the electrical system without the prior written consent of the Board of Directors. The Board of Directors shall promulgate rules and regulations governing the excessive use of utilities and services.

j. No recreation or commercial vehicles, including, but not limited to, boats, boat trailers, house trailers, camping trailers or similar type items, shall be permitted to be parked or stored on the Property, except within garages or spaces provided by the Developer, or its Successor, for such purposes.

k. In addition to the Use Restrictions contained herein, this property shall be subject to those Restrictions contained in the Declaration for Apple View Farms, which are not intended to conflict with those contained in this instrument, but to be supplemental thereto. The Board of Directors of Apple View Farms Community Association, Inc. shall have the authority to establish additional Restrictions governing River Place Condominiums to provide for the health, safety, welfare, and harmonious living conditions for its residents.

l. Storm windows and front storm doors are not allowed on any Unit unless approved for all Units at the discretion of the Board of Directors.

23. Notice of Lien or Suit.

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

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

24. Compliance and Default.

a. Each Unit Owner shall be governed by and shall comply with the terms of this Master Deed, the Declaration, the Charter, Bylaws, and the Rules and Regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A

default shall entitle the Association or other Unit Owners to the relief described herein in addition to the remedies provided by the Declaration, the Act and other applicable laws.

b. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of guest, employees, agent, licensees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit Owner. The prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

c. The failure of the Association or any Unit Owner to enforce any covenant, restrictions, or other provision of the Act, this Master Deed, the Declaration, the Charter, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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

a. In the event it is determined hereunder that a Unit building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated by agreement as to that Unit building.

b. The condominium regime may be terminated at any time by the approval, in writing, of all of the Unit Owners and by all Eligible Mortgagees. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the Owners of not less than sixty-seven percent (67%) of the Units, and of the record owners of liens upon the same sixty-seven percent (67%) of the Units, are obtained not later than thirty (30) days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners during the period ending on the sixtieth (60th) day from the date of such meeting.

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

d. The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such offer, and in the absence of agreement, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within ten (10) days following the determination of the sale price.

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

f. After termination of the condominium regime, the Unit Owners shall own the condominium property and the assets of the Association as tenants in common, in undivided shares, and their respective mortgages and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners which shall be the same as the undivided shares in the Common Elements appurtenant to the Owner's Units prior to the termination.

26. Easements.

BK 1238 PG 209

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

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

27. **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Master Deed, the Charter, the Bylaws, and/or the Rules and Regulations of the Association, or the Declaration, the Charter and the Bylaws of the Apple View Farms Community Association, shall not affect the validity of the remaining portions thereof.

28. **Governing Law.** Notwithstanding anything herein contained to the contrary, these covenants and restrictions are subject to the laws, statutes, orders, rules and resolutions of the appropriate governmental units or entities, including the City of Sevierville, Tennessee.

29. **Power of Attorney.** The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control and deal with the interest of such Unit Owners in the Common Elements of the Condominiums to permit the Board of Directors to fulfill all of its powers, rights, functions and duties. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner, each Mortgagee, other named insurers and their beneficiaries, and any other holder of a lien or other interest in the Condominiums or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims. The Board of Directors may grant and accept easements and licenses pursuant to applicable law and the Master Deed. The Board of Directors shall have the full power to assert, defend, compromise, adjust and settle claims or actions related to the Common Elements.

30. **Amendment to Documents.** Except as otherwise provided herein, this Master Deed may be amended in accordance with the following provisions:

a. Any amendment shall be approved by a vote of at least sixty-seven percent (67%) of all Unit Owners pursuant to the terms and conditions of the Bylaws.

b. No amendment shall change any Unit Owner's Allocated Interest or affect the priority of any Mortgage, unless the record Owner of the Unit affected and all lienholders thereon give their approval in writing.

c. The amendment shall be executed by the officers of the Association and duly recorded in the Register's Office for Sevier County, Tennessee. Provided however, that in the event the Developer is exercising its right to amend this Master Deed pursuant to the terms hereof, such signature by officers of the Association shall not be required. Provided, however, that the Developer shall certify that the amendment has been adopted pursuant to the particular terms hereof such provisions granting the authority of the Developer to so amend this Master Deed. Further, during the Developer Control Period, the Developer shall be entitled to sign and record any amendment so adopted pursuant thereto.

d. Notwithstanding anything to the contrary herein contained, during the Developer Control Period, the Developer shall have the right to amend this Master Deed, the Charter and Bylaws so as to conform with applicable laws, governmental regulations and statutes. Further, the Developer may amend the Master Deed, Charter and Bylaws to correct any inconsistencies or inadequacies therein, so as to meet requirements of lending institutions and agencies, including but not limited to HUD, FNMA, etc.

e. Notwithstanding any lower requirement permitted by this Master Deed or the Act, no amendment of any material provisions of this Master Deed and the Exhibits by the

EK 1238 PG 210

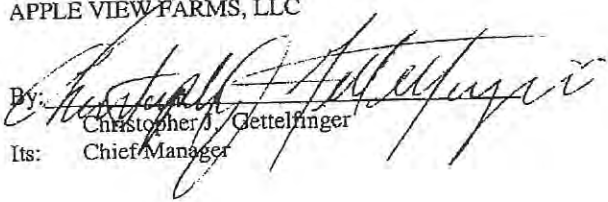
Association or Unit Owners described in this section may be effective without the affirmative vote of at least sixty-seven percent (67%) of the Unit Owners and until approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees is obtained. For purposes of this Master Deed a change in, or imposition of, any of the following shall be deemed material:

- i. voting;
- ii. Assessments, Assessment liens or subordination of Assessment liens;
- iii. responsibility for maintenance, repairs and replacement of Common Elements;
- iv. rights to use of the Common Elements or the reallocation of the Allocated Interest;
- v. the boundaries of any Unit or the exclusive easement rights appertaining thereto;
- vi. convertibility of any Units into Common Elements or vice versa;
- vii. expansion or contraction of River Place Condominiums, or the addition, annexation or withdrawal of real property to, or from, River Place Condominiums;
- viii. imposition of any restriction on any Owner's rights to sell, lease, or otherwise transfer his unit;
- ix. any amendment affecting any decision by the Association to establish self management when professional management has been required previously by an Eligible Mortgagee;
- x. any change in the manner of restoration or repair of the Property after casualty;
- xi. any amendment affecting actions to terminate the legal status of the condominium regime;
- xii. any action affecting insurance or fidelity bonds;
- xiii. reserves for maintenance, repair and replacement of the Common Elements; or
- xiv. any amendment affecting provisions that expressly benefit Eligible Mortgagees.

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

DEVELOPER:

APPLE VIEW FARMS, LLC

By: 
Christopher J. Gettelfinger
Its: Chief Manager

BK 1238 PG 211

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **CHRISTOPHER J. GETTELFINGER**, 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 Chief Manager of **APPLE VIEW FARMS, LLC**, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand, at office, this 30th day of May, 2001.

Wanda G. McWilliam
Notary Public

My Commission Expires: 9/30/2001

BK 1238 PG 212

EXHIBIT A

Legal Description

SITUATE in the Fifth (5th) Civil District of Sevier County, Tennessee, being Tract 2-Apple View Farms, Resubdivision of Lots 12-18 and part of 19, Lonesome Valley Subdivision, as shown on plats of record in Large Map Book 2, page 155, and Map Book 31, page 80, Register's Office, Sevier County, Tennessee, to which plats specific reference is hereby made for a more particular description.

SUBJECT TO easements, setback lines, rights of way, notations and all other matters as shown on maps in Map Book 31, page 80, Map Book 31, page 81 and Large Map Book 1, page 146, Register's Office, Sevier County, Tennessee.

SUBJECT TO Restrictions-Lonesome Valley Subdivision of record in Miscellaneous Book 319, page 174, Register's Office, Sevier County, Tennessee.

SUBJECT TO Declaration of Covenants, Conditions and Restrictions for Apple View Farms in Book 1097, Page 198, Register's Office of Sevier County, Tennessee.

BEING THE SAME PROPERTY THAT APPLE VIEW FARMS, LLC, a Tennessee Limited Liability Company acquired from Jack Conner, a single person, by Warranty Deed dated June 1, 1999, of record in Deed Book 659, page 40, Register's Office, Sevier County, Tennessee.

BK 1238 PG 213

EXHIBIT B

BYLAWS OF

RIVER PLACE CONDOMINIUMS OWNERS ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT

1. GENERAL PURPOSE.

River Place Condominiums Owners Association, Inc. (hereinafter the "Association") has been organized for the purpose of administering the operation and management of residential condominiums located in Sevierville, Sevier County, Tennessee (hereinafter referred to as "River Place Condominiums"), which is more particularly described in a Master Deed creating such condominiums recorded in the Register's Office for Sevier County, Tennessee (the "Master Deed"). The terms and provisions of these Bylaws are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Charter of River Place Condominiums Owners Association, Inc. (the "Charter") and Master Deed. The terms and provisions of such Charter and Master Deed are incorporated herein by reference and shall be controlling wherever the same may be in conflict herewith. For purposes of these Bylaws, initial capitalized terms shall have the meaning set forth in the Master Deed unless otherwise stated or the context so requires.

2. MEMBERSHIP.

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

b. **Change of Membership.** Change of membership shall be accomplished by recording in the Sevier County Register's Office a deed or other instrument establishing record title to a Unit, and delivery to the Secretary of the Association of a certified copy of such instrument. The membership of the prior Unit Owner shall be thereby terminated.

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

d. **Proxies.** Proxy ballots shall be permitted with respect to all elections of Directors, and all amendments to the Charter, the Master Deed or these Bylaws, or any other matter which is to come before a meeting of the membership of the Association. All proxies shall be in writing, signed by the individual Unit Owner or Owners (or in the case of joint owners by the person named in the certificate described in **Section 2.a**), or by his or her duly authorized representatives, and delivered to the Secretary of the Association, or such other person as the President may designate, at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast.

3. MEETINGS OF MEMBERS.

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

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

c. **Special Meetings.** Special meetings of the Members may be called by the President whenever he or she deems such a meeting advisable or shall be called by the Secretary when ordered by a majority of the Board of Directors, or upon the written request of Members of the Association representing at least twenty-five percent (25%) of all votes entitled to be cast at such meeting. Such request shall state the purpose of such meeting and the matters proposed to be acted upon. Unless Members representing at least fifty percent (50%) of all votes entitled to be cast request

BK 1238 PG 214

such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Association held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board of Directors.

d. **Notice.** Notice of all Members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association in absence of said officers, to each Member, unless waived in writing, such notice to be written or printed and to state the time and place and purpose for which the meeting is called. Such notice shall be given to each Member not less than seven (7) days nor more than thirty-five (35) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each Member within said time.

e. **Quorum and Adjourned Meetings.** A quorum at a Members' meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. In the absence of a quorum, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum shall be present or represented.

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

g. **Organization.** At each meeting of the Association, the President, or, in his or her absence, the Vice-President, or in his or her absence, the Treasurer, or in his or her absence, the Secretary shall act as Chairperson and a person whom the chairperson shall appoint shall act as Secretary of the meeting.

h. **Voting.** Except as otherwise required by the Charter, the Master Deed or any law, the affirmative vote of a majority of the votes represented at any duly called Members' meeting at which a quorum is present shall be binding upon the Members. The election of directors shall be by a secret ballot.

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

j. **Order of Business.** The order of business at the annual meeting of the Members or at any special meetings insofar as practicable shall be:

- (1) Roll Call (or check-in procedure)
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Establish number and term of memberships of the Board of Directors (if required and noticed)
- (5) Reports of Committees
- (6) Election of Directors (if required and noticed)
- (7) Unfinished Business
- (8) New Business
- (9) Ratification of Budget (if required and noticed)
- (10) Adjournment

4. **BOARD OF DIRECTORS.**

a. **Number and Qualification.** The initial Board of Directors of the Association shall consist of five (5) persons. At least a majority of the Board of Directors shall be Members of the Association, or shall be members, authorized representatives, officers or employees of the Developer. During the Developer Control Period as provided in the Master Deed, the Developer shall have the right to designate the Directors of the Association. Thereafter, the Board of Directors shall be elected by a majority of the votes and the Developer shall be entitled to vote for election of Directors in the same manner as the other Unit Owners are allowed under these Bylaws.

b. **Term of Office.** For the first Board of Directors, the initial term of office shall be established at two (2) years. After the expiration of the initial term of office of each member of the Board of Directors, his or her successors shall be elected to serve a term of two (2) years, which term shall expire at the second annual meeting

BK 1238 PG 215

following their election, or until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided by law.

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

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

e. **Special Meetings.** Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of any two (2) Directors. Not less than three (3) days' notice of a meeting shall be given to each Director personally, by mail, telephone, or telegram, which notice shall state the time, place and purpose of the meeting.

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

g. **Quorum and Adjourned Meetings.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and acts of the majority of Directors present at a meeting at which a quorum is present shall be acts of the Board of Directors, unless otherwise provided in the Charter and the Master Deed. If any Directors' meeting cannot be organized because a quorum has not attended, the Directors who are present may adjourn the meeting from time to time until a quorum is present. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

h. **Removal of Members of the Board of Directors.** At any duly held regular or special meeting of the Association, any one (1) or more Directors may be removed with or without cause by a majority of the votes held by the Members represented, and a successor may be then and there elected to fill the vacancy thus created; provided, however, if the Director was appointed or designated by the Developer, then the Developer's consent shall be required for removal. Each person so elected shall be a Director for the remainder of the term of the Director whose term he or she is filling and until his or her successor is duly elected and qualified. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

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

j. **Consent in Lieu of Meeting and Vote.** Anything to the contrary in these Bylaws, the Charter or the Master Deed notwithstanding, the entire Board of Directors shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board of Directors, or all the Directors empowered to act, whichever the case may be, shall consent in writing to such action.

k. **Powers and Duties.** The Board of Directors may act in all instances on behalf of the Association, except as provided by the Master Deed, these Bylaws, the Act or other applicable law. The Board of Directors shall have, subject to the aforementioned limitations, the powers and duties necessary for the administration of the affairs of the Association and of River Place Condominiums which shall include, but not be limited to, the following:

BK 1238 PG 216

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

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

iii. To make and amend Rules and Regulations governing the use of the Property, for the use and benefit of the Members, so long as such Rules and Regulations and limitations which may be placed upon the use of such Property do not conflict with the terms of the Charter or Master Deed;

iv. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the Common Elements and in accomplishing the purposes set forth in the Charter.

v. To contract for the management of the Association, and to delegate to such manager all of the powers and duties of the Association, subject to the limitations of the Master Deed and the Act;

vi. To comply with and to enforce by legal means all terms and conditions of the Master Deed, the Charter, these Bylaws and any Rules and Regulations hereafter promulgated governing use of River Place Condominiums;

vii. To pay all taxes and assessments which are liens against any part of the Property, to assess the same against the Members and their respective Units;

viii. To carry insurance for the protection of the Members and the Association as provided in the Master Deed;

ix. To employ personnel for reasonable compensation to perform the services required for proper administration of the Association;

x. To borrow money for any legitimate purpose which may be necessary for the improvement, maintenance, and well-being of the Property;

xi. To cause to be kept a complete record of all of its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting;

xii. To delegate to Members responsibilities concerning the maintenance, repair, replacement and insurance of portions of the Property; and

xiii. To exercise any other power necessary and proper for the governance of the Association.

1. **Eligibility of Directors.** Nothing contained in these Bylaws shall prohibit a director from being an officer, nor preclude the Board of Directors from employing a Director as an employee of the Association or contracting with a Director for the management of River Place Condominiums subject, however, to the limitations contained herein and in the Master Deed.

5. OFFICERS.

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

b. **Election of Officers.** Upon any affirmative vote of a majority of the full number of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes.

c. **Removal of Officers.** Upon any affirmative vote of a majority of the full number of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes.

BK 1238 PG 217

d. **Duties and Responsibilities of Officers.**

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

ii. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. If neither the President nor the Vice-President are able to act, the Board of Directors shall appoint some other person to do so on an interim basis. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

iii. The Secretary shall keep the minutes of all proceedings of the Board of Directors and the Members. He or she shall attend to giving and serving of all notices to the Members and Directors, and such other notices required by law. He or she shall keep the books and records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an association and as may be required by the Directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

iv. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the Assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all other duties incident to the office of Treasurer.

6. **COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS**

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

b. **Indemnification.** Each Director, officer or committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director, officer, committee member or agent of the Association or any settlement thereof, whether or not he or she is a Director or officer at the time such expenses are incurred, except in such cases wherein he or she is adjudged guilty of willful malfeasance or gross negligence in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer or committee member may be entitled.

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

7. **FISCAL MANAGEMENT.**

a. **Annual Assessments.**

i. The Board of Directors shall adopt a budget for each fiscal year of the Association and such budget shall contain estimates of the amount of monies deemed necessary for the Common Expenses, the manner of expenditure thereof and the proposed Assessments against each Unit Owner. Each Unit Owner shall be obligated to pay in equal monthly installments on or before the first day of each month, his or her proportionate share of the Common Expenses assessed against him by the Board of Directors in accordance with the Master Deed, the Charter, these Bylaws and applicable law. Provided, however, that during the Developer Control Period, the Developer shall contribute to Common Expenses as provided herein and in the Master Deed.

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

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

b. **Special Assessments.** In addition to the annual Assessments authorized by **Section 7.a**, the Board of Directors may levy, in any Assessment year, a Special Assessment, applicable to that year only, for the purposes of defraying, in whole or in part, any unexpected expenses or for any other lawful purposes, provided that any such Special Assessment shall be apportioned in the same manner as a regular Assessment and shall receive the assent of sixty percent (60%) of all of the votes eligible to be cast by all of the Members.

c. **Depository.** The depository of the Association shall be such bank or banks and/or federal savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be by such persons as are authorized by the Directors.

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

e. **Management Contracts.** The Association may maintain blanket fidelity bonds for all persons who either handle or are responsible for funds held or administered by the Association, whether or not they receive compensation for such services. Any management agent that handles funds for the Association may also be covered by a fidelity bond.

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

8. **INSURANCE.**

a. **By the Board.** The Board of Directors shall be required to obtain and maintain insurance as provided in the Master Deed.

BK 1238 PG 219

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

9. ENFORCEMENT

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

b. **Fines.** The Board of Directors shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Master Deed of Bylaws in accordance with applicable law.

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

10. AMENDMENTS.

Subject to the provisions contained in the Master Deed, these Bylaws may be altered or repealed, or new Bylaws may be made, at any meeting of the Association duly held for such purpose, previous to which written notice shall have been sent, a quorum being present, by an affirmative vote of the votes of the Association. Directors and Members not present at the meetings considering the amendment may express their approval in writing. An amendment when adopted shall become effective only after being recorded in the Register's Office of Sevier County, Tennessee, as an Amendment to the Master Deed. These bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Master Deed.

11. CONFLICT; INVALIDITY.

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

b. **Severability.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the enforceability or affect the remaining provisions of these Bylaws.

The foregoing were adopted as Bylaws of River Place Condominiums Owners Association, Inc., a corporation not for profit organized under the laws of the State of Tennessee, at the first meeting of the Board of Directors on the 2nd day of August, 2000.


President

ATTEST:


Secretary

BK 1238 PG 220

EXHIBIT C
CHARTER

OF

RIVER PLACE CONDOMINIUMS
OWNERS ASSOCIATION, INC.

RECEIVED
00 AUG -4 AM 9:40
KIM DARNELL
SECRETARY OF STATE

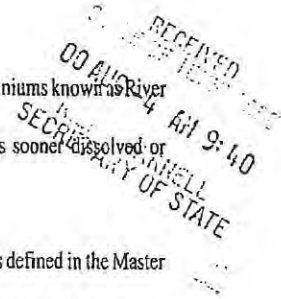
The undersigned, acting as the incorporator of a nonprofit corporation under the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated Section 48-51-101 et seq., does hereby make and adopt the following Charter for such corporation:

1. **Name.** The name of the corporation is: River Place Condominiums Owners Association, Inc. (the "Corporation" or "Association").
2. **Mutual Benefit.** The Corporation is a mutual benefit Corporation.
3. **Not a Religious Corporation.** This Corporation is not a religious corporation.
4. **Incorporator.** The name and address of the incorporator in Knox County, Tennessee is Christopher J. Gettelfinger, 4840 Harvest Mill Way, Knoxville, Tennessee 37918.
5. **Principal Office.** The street address of the principal office of the Corporation is 4840 Harvest Mill Way, Knoxville, Knox County, Tennessee 37918.
6. **Initial Registered Office and Agent.** The street address of the initial registered officer of the Corporation in Knox County, Tennessee is 319 Ebenezer Road, Knoxville, Tennessee 37923, and the name of its initial registered agent at that address is R. Scott Elmore, Esq.
7. **Not For Profit.** The Corporation is a nonprofit corporation as defined in Tennessee Code Annotated Section 48-51-201. No part of the income or assets of the Corporation is distributable to or for the benefit of its members, directors or officers, except to the extent permissible under law.

BK 1106 PG 656

C:\Wpdocs\1008.007\charter2.wpd

BK 1238 PG 221



8. **Duration.** The Corporation shall continue to exist so long as the condominiums known as River Place Condominiums, located in Sevierville, Sevier County, Tennessee, shall be in existence unless sooner dissolved or terminated.

9. **Members.** The Corporation shall have members. All owners of Units (as defined in the Master Deed) in River Place Condominiums, condominiums located within Sevierville, Sevier County, Tennessee, shall be members of the Corporation and no other persons or legal entities shall be entitled to membership.

10. **Purposes.** The Corporation is organized, and shall be operated exclusively for, the following purposes:

a. To operate and manage a condominium project known as River Place Condominiums for the use and benefit of the owners of the Units as the agent of such owners. A Master Deed has been or will be filed with the Register's Office for Sevier County, Tennessee pursuant to Tenn. Code Ann. § 66-27-101, et seq. (the "Master Deed").

b. To exercise all rights and powers conferred by the laws of the State of Tennessee upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

c. To do such other things incidental to the purposes of the Corporation as are necessary or desirable in order to accomplish them.

11. **Limitation.** No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors or officers, but 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 in Section 10 hereof.

BK 1106 PG 657

BK 1238 PG 222

12. **No Propaganda.** 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.

13. **Authority.** The Corporation shall be authorized 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 Chapter 48-51-101, et seq., Tenn. Code Ann., entitled "Tennessee Nonprofit Corporation Act" now or hereafter in force, and to do any and all things necessary to carry out its operations as a natural person might or could do.

14. **Funds.** All funds and the titles of all interests in properties acquired by this Corporation, whether fee simple or leasehold in nature and the proceeds thereof shall be held in trust for the owners of the Units in accordance with the provisions of the Master Deed and its supporting documents.

15. **Master Deed.** All of the powers 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 land to be operated and administered by this Corporation.

16. **Written Consent.** The incorporators and directors of the Corporation shall have the right to take any action required or permitted by vote without a meeting by written consent pursuant to the provisions of Tenn. Code Ann. § 48-57-104.

17. **Transfer of Interests.** The interests 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 a Unit.

18. **Voting.** Voting by the members of the Corporation in the affairs of this Corporation shall be on the basis established in the Master Deed and bylaws; provided, however, that until the Developer, as defined in the Master Deed and its supporting documents, has sold a specified percentage of the Units in River Place Condominiums, the Developer shall retain and reserve certain special voting rights as provided in the Master Deed and the bylaws.

BK 1106 PG 658

19. **Amendments.** 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 bylaws and in the manner prescribed by the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101 et seq., 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.

20. **Indemnification.** The Corporation shall indemnify each officer and director, including former officers and directors, to the full extent permitted by the Tennessee General Corporation Act and the Tennessee Nonprofit Corporation Act.

21. **Commencement of Corporate Existence.** The date which corporate existence shall commence is the date this Charter is filed by the Tennessee Secretary of State.

22. **Dissolution.** Upon dissolution of the Corporation, the following shall occur:

a. All liabilities and obligations of the Corporation shall be paid and discharged, or adequate provisions shall be made therefore; and

b. Assets held by the Corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of dissolution, shall be returned, transferred or conveyed in accordance with such requirements; and

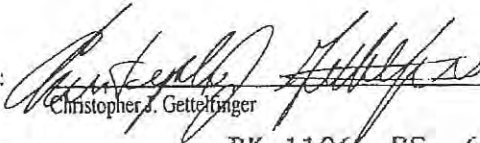
c. All remaining assets of the Corporation shall be disposed of exclusively for charitable, educational, religious, scientific purposes or other non profit purposes as the Board of Directors shall determine.

IN WITNESS WHEREOF, the undersigned has signed this Charter on this 2nd day of

August, 2000.

INCORPORATOR:

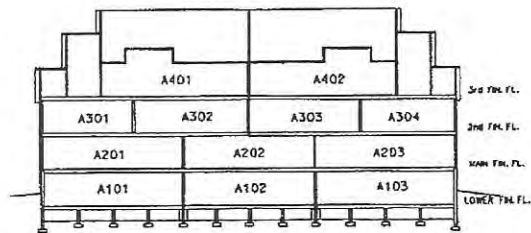
By:


Christopher J. Gettelinger

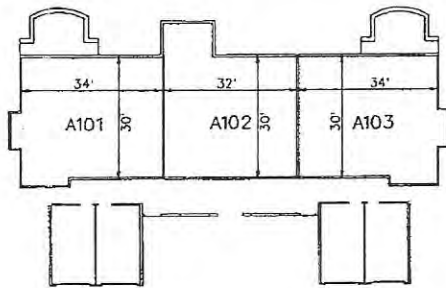
BK 1106 PG 659

COLLECTIVE

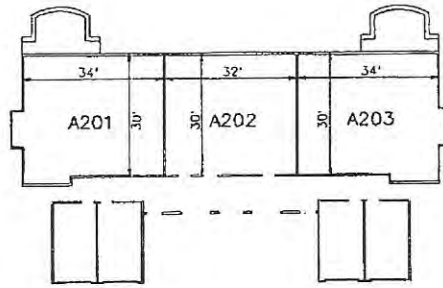
EXHIBIT D



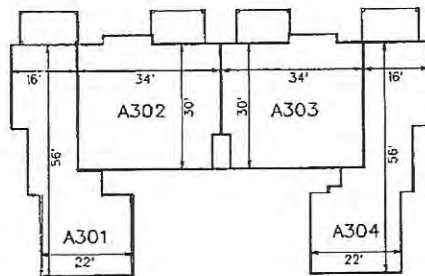
RIVERPLACE
BUILDING A



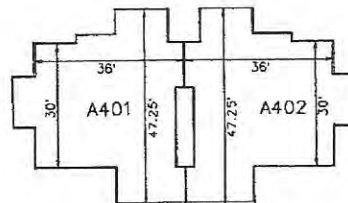
LOWEST FLOOR



MAIN FLOOR



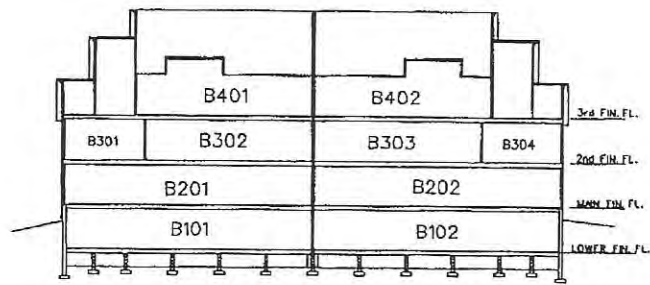
SECOND FLOOR



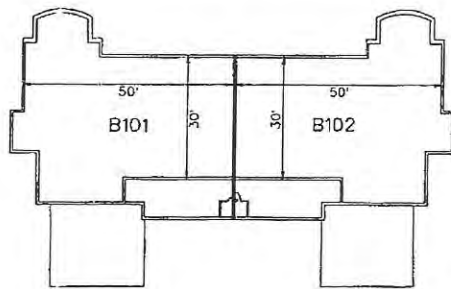
THIRD FLOOR

COLLECTIVE

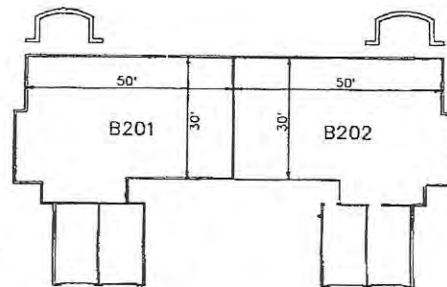
EXHIBIT D



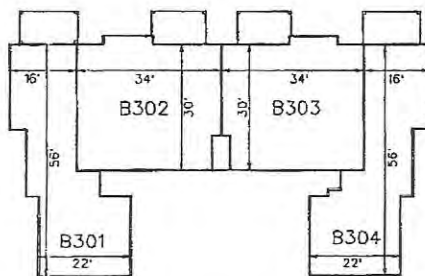
RIVERPLACE
BUILDING B



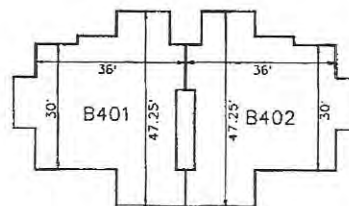
LOWEST FLOOR



MAIN FLOOR



SECOND FLOOR

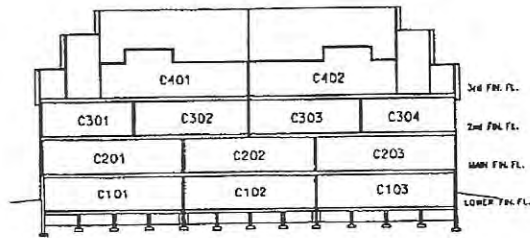


THIRD FLOOR

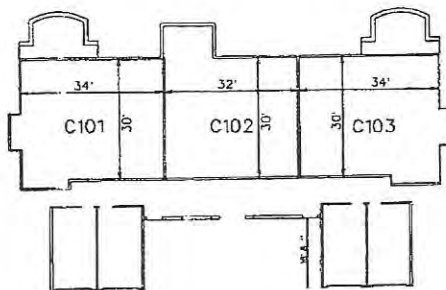
BK 1238 PG 226

COLLECTIVE

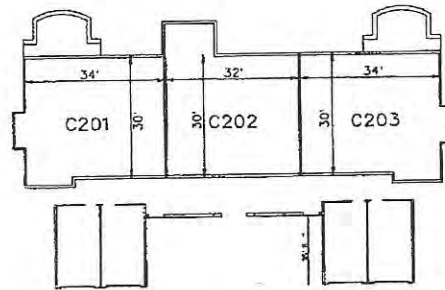
EXHIBIT D



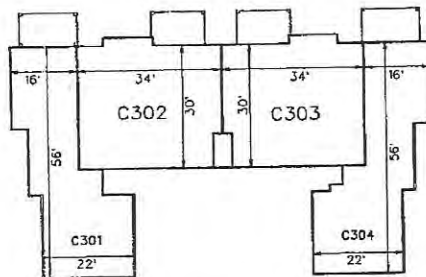
RIVERPLACE
BUILDING C



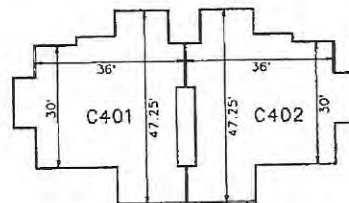
LOWEST FLOOR



MAIN FLOOR



SECOND FLOOR

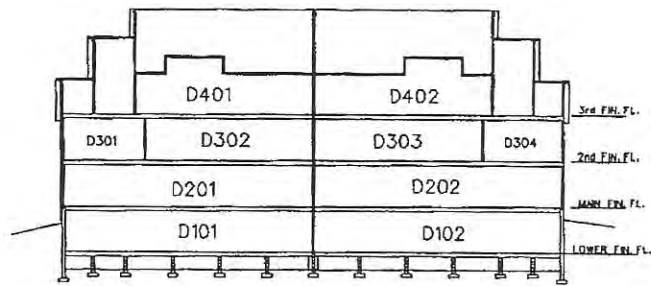


THIRD FLOOR

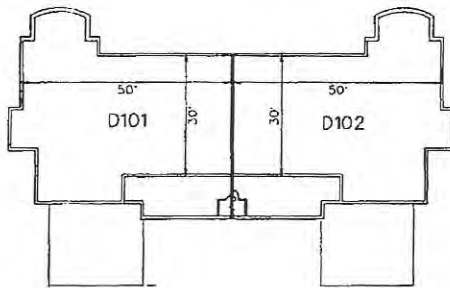
BK 1238 PG 227

COLLECTIVE

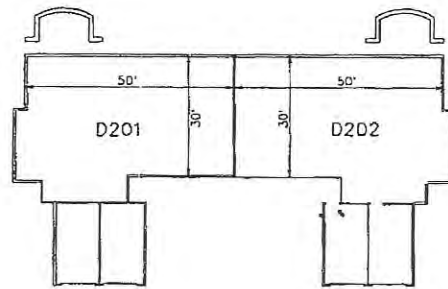
EXHIBIT D



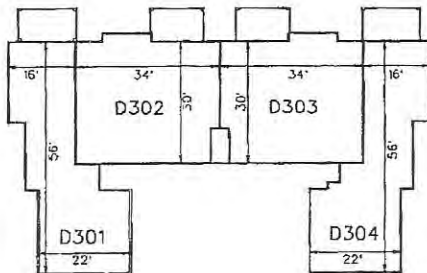
RIVERPLACE
BUILDING D



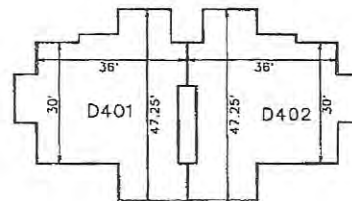
LOWEST FLOOR



MAIN FLOOR



SECOND FLOOR

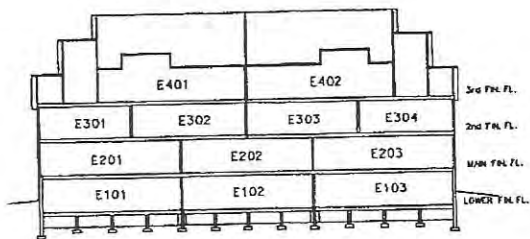


THIRD FLOOR

BK 1238 PG 228

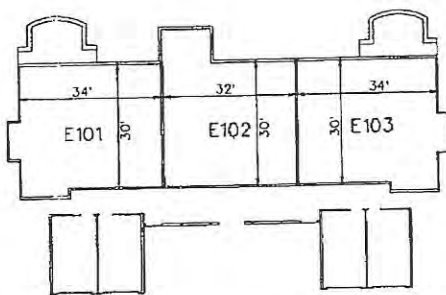
COLLECTIVE

EXHIBIT D

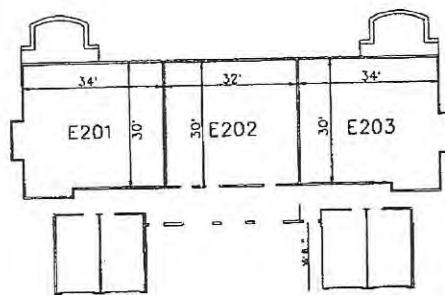


RIVERPLACE

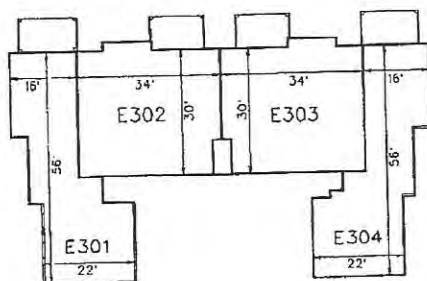
BUILDING E



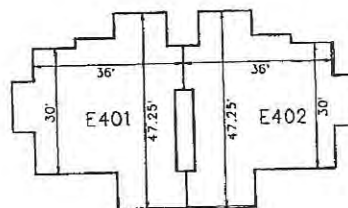
LOWEST FLOOR



MAIN FLOOR



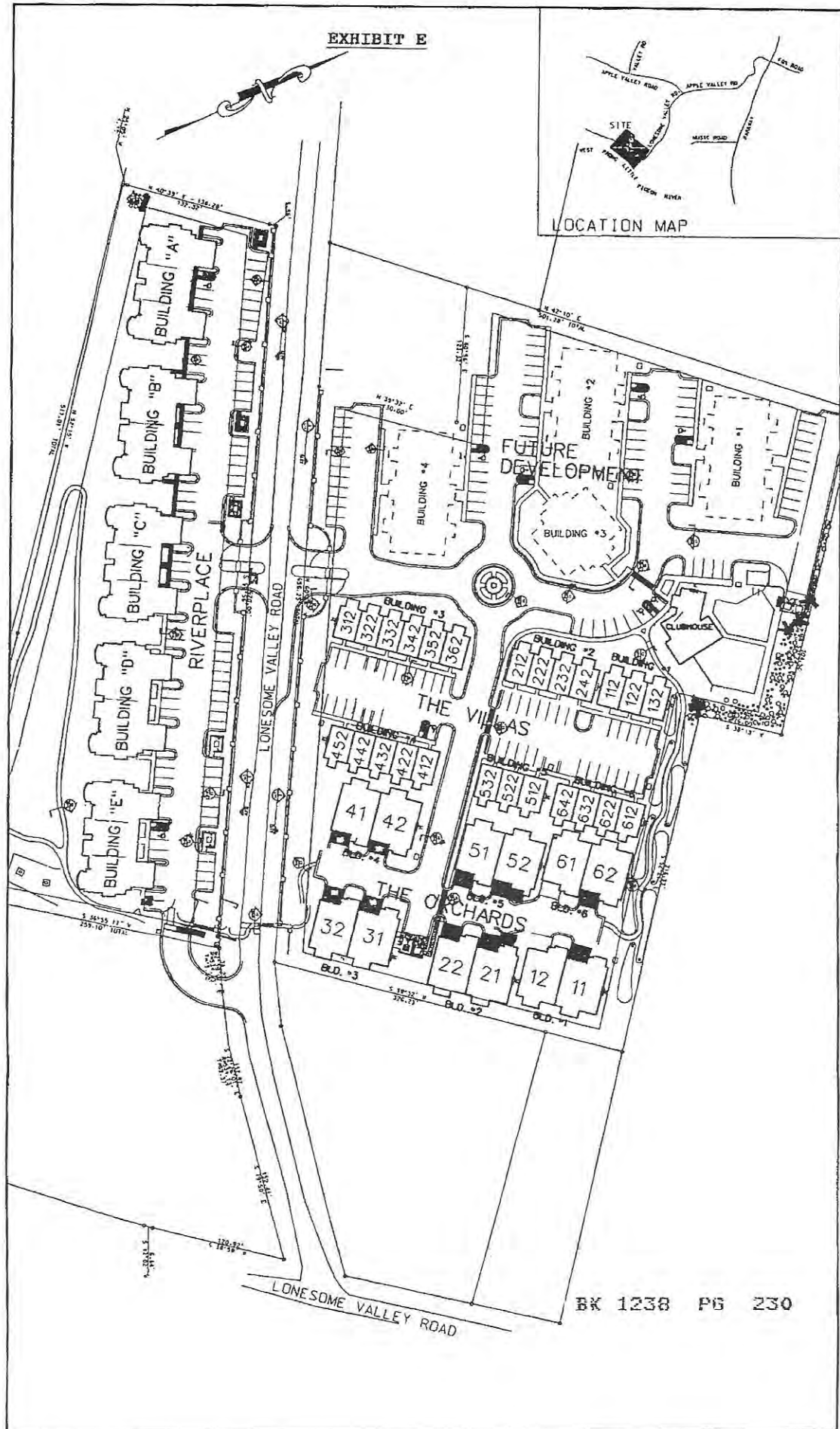
SECOND FLOOR



THIRD FLOOR

BK 1238 PG 229

EXHIBIT E



This Instrument Prepared By:
R. Scott Elmore
The Elmore Law Firm
319 Ebenezer Road
Knoxville, Tennessee 37923

Amends Master Deed of Record in Book
1238, Page 196, Sevier County Register of
Deeds Office.

**FIRST AMENDMENT TO MASTER DEED
OF RIVER PLACE CONDOMINIUMS**

WHEREAS, APPLE VIEW FARMS, LLC is the Developer of River Place Condominiums as set forth in the Master Deed of River Place Condominiums of record in Book 1238, Page 196, in the Register's Office for Sevier County, Tennessee (hereafter "Master Deed"); and

WHEREAS, Developer, at the request of a lending institution is desirous of amending the Master Deed to correct an inadvertent drafting error on Collective Exhibit D to properly identify the garage units shown thereon.

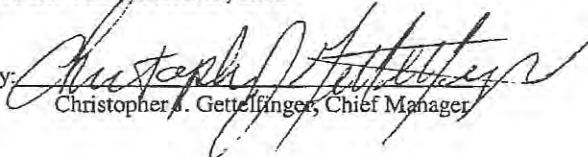
NOW, THEREFORE, in consideration of the premises and for the mutual benefit and valuable consideration, Developer hereby amends the Master Deed as follows:

1. **Collective Exhibit D** attached to the Master Deed is deleted in its entirety and replaced with the **Collective Exhibit D** attached to this First Amendment to Master Deed.
2. Except as amended herein, all of the terms and conditions contained within the original Master Deed shall remain in full force and effect.
3. This First Amendment to Master Deed is authorized pursuant to Section 30(d) of the Master Deed and is to be executed and recorded by Developer in accordance with Section 30(c).

IN WITNESS WHEREOF, Developer has executed this instrument on the 17th day of September, 2001.

DEVELOPER

APPLE VIEW FARMS, LLC

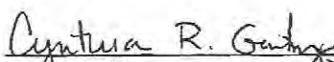
By: 
Christopher J. Gettelfinger, Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

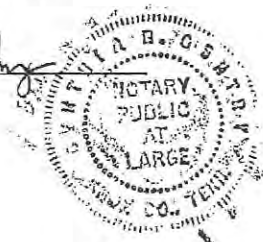
Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **CHRISTOPHER J. GETTELFINGER**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Manager of **APPLE VIEW FARMS, LLC**, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

BK 1297 PG 725

Witness my hand and seal at office, this 17th day of September, 2001.


Cynthia R. Gentry
Notary Public

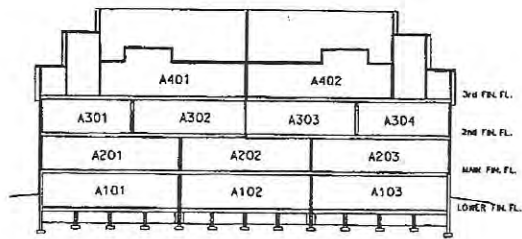
My Commission expires: 3/30/2005



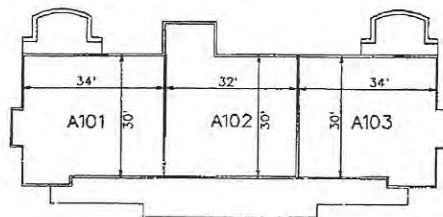
COLLECTIVE EXHIBIT D

State of Tennessee, County of SEVIER
Received for record the 18 day of
SEPTEMBER 2001 at 9:14 AM. (REC# 35350)
Recorded in official records
Book 1297 pages 725- 731
Notebook 57 Page 718
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 37.00, Total \$ 37.00,
Register of Deeds SHERRY ROBERTSON
Deputy Register ELAINE

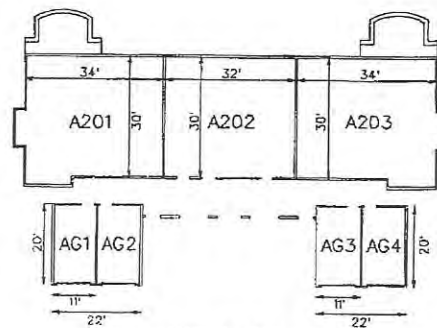
BK 1297 PG 726



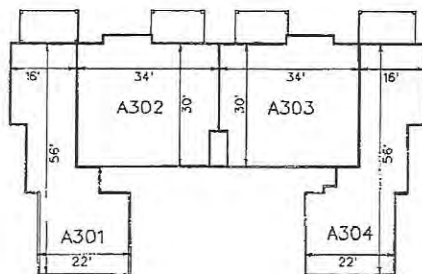
RIVERPLACE BUILDING A



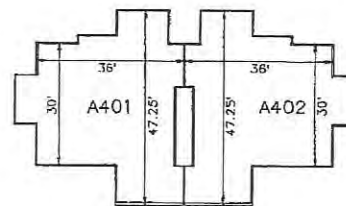
LOWEST FLOOR



MAIN FLOOR

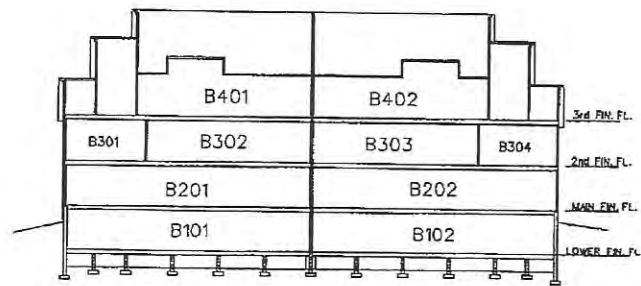


SECOND FLOOR

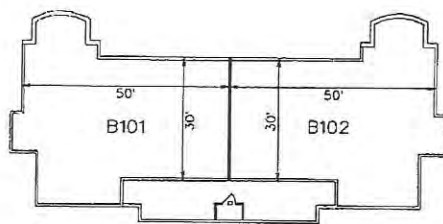


THIRD FLOOR

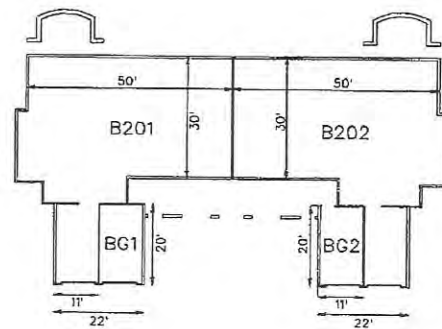
BK 1297 PG 727



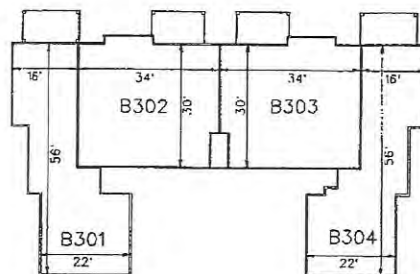
RIVERPLACE BUILDING B



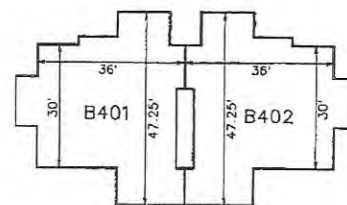
LOWEST FLOOR



MAIN FLOOR

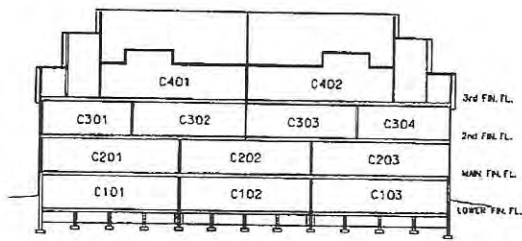


SECOND FLOOR

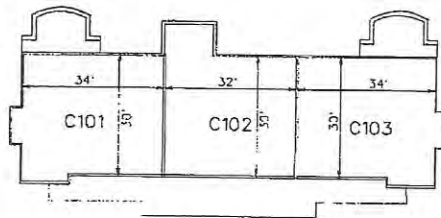


THIRD FLOOR

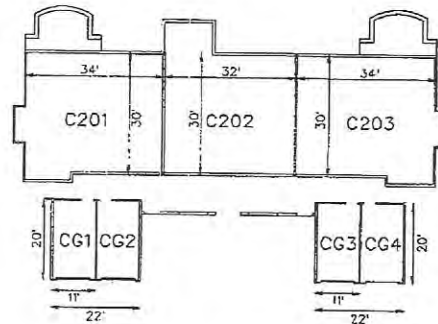
BK 1297 PG 728



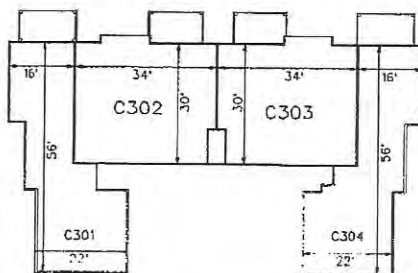
RIVERPLACE BUILDING C



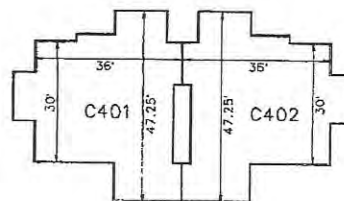
LOWEST FLOOR



MAIN FLOOR

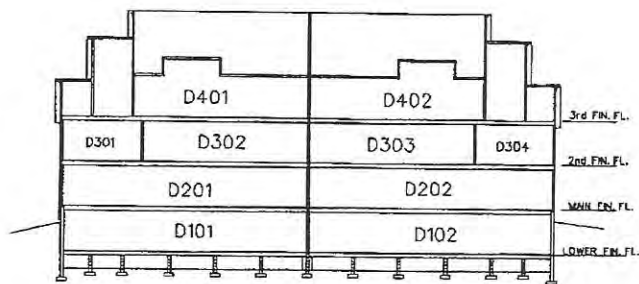


SECOND FLOOR

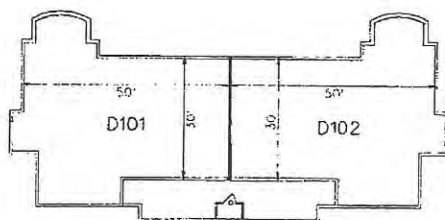


THIRD FLOOR

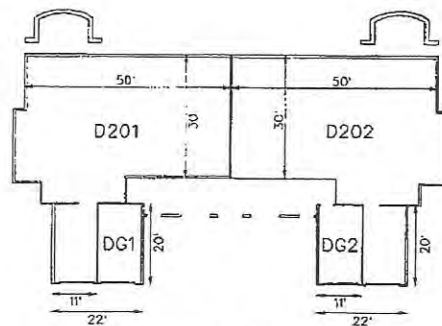
BK 1297 PG 729



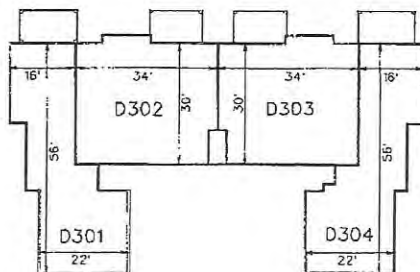
RIVERPLACE BUILDING D



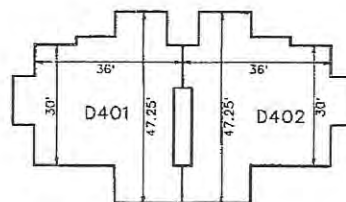
LOWEST FLOOR



MAIN FLOOR

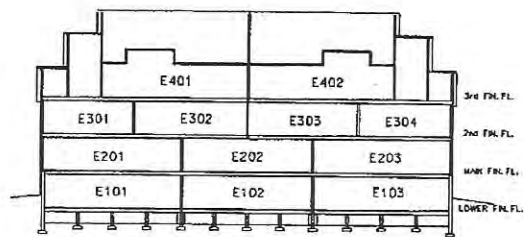


SECOND FLOOR



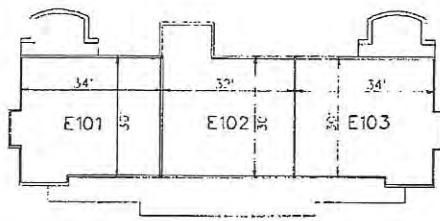
THIRD FLOOR

BK 1297 PG 730

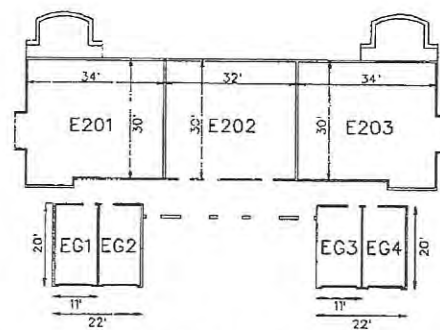


RIVERPLACE

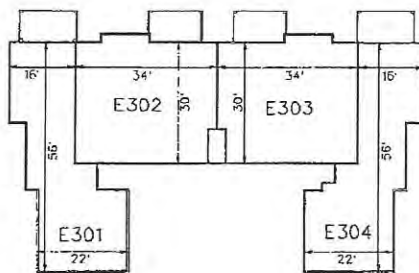
BUILDING E



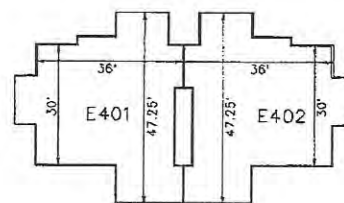
LOWEST FLOOR



MAIN FLOOR



SECOND FLOOR



THIRD FLOOR

BK 1297 PG 731

This Instrument Prepared By:
R. Scott Elmore
The Elmore Law Firm
5301 Kingston Pike
Knoxville, Tennessee 37919

Amends Master Deed of Record in Book 1238,
Page 196, Sevier County Register of Deeds
Office.

**SECOND AMENDMENT TO MASTER DEED
OF RIVER PLACE CONDOMINIUMS**

WHEREAS, APPLE VIEW FARMS, LLC is the Developer of River Place Condominiums as set forth in the Master Deed of River Place Condominiums of record in Book 1238, Page 196, in the Register's Office for Sevier County, Tennessee, as subsequently amended of record in Book 1297, Page 725 (hereafter "Master Deed"); and

WHEREAS, Developer, at the request of the Federal Emergency Management Agency ("FEMA"), is desirous of amending the Master Deed to reflect the decision of FEMA to remove a portion of the Property from the currently mapped one hundred year flood zone.

NOW, THEREFORE, in consideration of the premises and for the mutual benefit and valuable consideration, Developer hereby amends the Master Deed as follows:

1. Section 26 of the Master Deed is hereby amended to add the following subsection:
 - c. The Developer has applied for and received from the Federal Emergency Management Agency the Letter of Map Amendment attached hereto as Exhibit F. As more particularly stated in the Letter of Map Amendment, a portion of the Property has been removed from the Special Flood Hazard Area. The Letter of Map Amendment is being made a part hereof and attached hereto for the benefit of the Developer, the Unit Owners and Eligible Mortgagees.
2. Except as amended in Book 1297, Page 725 and as amended herein, all the terms and conditions within the original Master Deed shall remain in full force and effect.
3. This Second Amendment to Master Deed is authorized pursuant to Section 30(d) of the Master Deed and is to be executed and recorded by Developer in accordance with Section 30(c).

IN WITNESS WHEREOF, Developer has executed this instrument on the 21st day of March, 2003.

DEVELOPER

APPLE VIEW FARMS, LLC

By: 

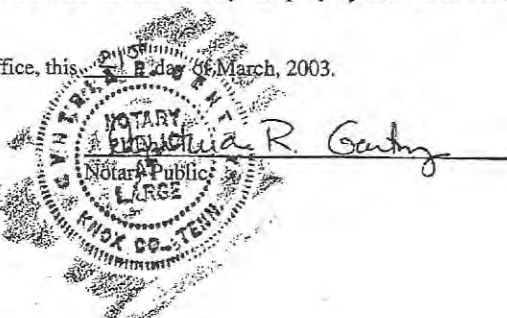
Christopher J. Gettelfinger, Chief Manager

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared CHRISTOPHER J. GETTELFINGER, 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 Chief Manager of APPLE VIEW FARMS, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal at office, this 21st day of March, 2003.

My Commission expires: March 30, 2005





Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL) ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

State Grid coordinates of North 550766.91 and East 2684237.23:

THENCE leaving said right-of-way, South 36°55'17" West, 162.92 feet to a point;
 THENCE, North 53°22'06" West, 22.51 feet to a point;
 THENCE, North 64°31'46" West, 21.33 feet to a point;
 THENCE, North 39°19'26" West, 20.25 feet to a point;
 THENCE, North 60°42'43" West, 58.37 feet to a point;
 THENCE, North 57°50'42" West, 44.36 feet to a point;
 THENCE, North 63°58'05" West, 49.71 feet to a point;
 THENCE, North 57°56'23" West, 69.76 feet to a point;
 THENCE, North 61°52'40" West, 15.87 feet to a point;
 THENCE, North 55°57'13" West, 71.91 feet to a point;
 THENCE, North 61°43'58" West, 21.72 feet to a point;
 THENCE, North 57°44'16" West, 33.04 feet to a point;
 THENCE, North 57°29'51" West, 44.81 feet to a point;
 THENCE, North 54°20'33" West, 42.59 feet to a point;
 THENCE, North 56°19'22" West, 147.41 feet to a point;
 THENCE, North 40°39'00" East, 122.88 feet to a point;
 THENCE along the southern right-of-way line of Lonesome Valley Road, South 60°56'00" East, 620.00 feet to a point;
 THENCE, 38.22 feet along a curve to the left having a radius of 534.13 feet and having a tangent of 19.12 feet and having a chord bearing and distance of South 62°59'01" East, 38.22 feet to the point of Beginning. Containing 94,206 square feet or 2.163 acres.

NON-PARTICIPATING COMMUNITY (This additional consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

This community is currently either suspended from or not participating in the National Flood Insurance Program (NFIP); therefore, flood insurance is not available. To learn if this community has been reinstated in or has joined the NFIP, thus making flood insurance available, please call (800) 638-6620.

The Flood Disaster Protection Act of 1973 (Public Law 93-234) provides that lenders regulated by, or whose deposits are insured by Federal Instrumentalities may not make loans that originate from, or are secured, insured, or guaranteed by a Federal government agency for improved real property or mobile homes located in a Special Flood Hazard Area (SFHA) in a suspended or non-participating community. They may however, make conventional loans secured by improved real property or mobile homes located in SFHAs because the mandatory purchase of flood insurance requirement does not apply to conventional loans. Such lenders must, however, notify the purchaser or lessee of such property that the flood hazard exists and whether or not Federal disaster assistance will be available to the property in the event of a flood disaster.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, P.O. Box 2210, Merrifield, VA 22116-2210. Additional information about the NFIP is available on our web site at <http://www.fema.gov/nfip/>.

Michael M. Grimm
 Michael M. Grimm, Acting Chief
 Hazard Study Branch
 Federal Insurance and Mitigation Administration

Version 1.3.3

MX173014003K7390LOMAK7390SPF2



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)**

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	SEVIER COUNTY, TENNESSEE (Unincorporated Areas)	Tracts 1 and 2, Apple View Farms, as shown on plat, Record No. 2291, recorded in Book LM2, Page 155, filed on January 18, 2000, by the Register of Deeds, Sevier County, Tennessee; the portion of Tract 2 removed from the SFHA is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 470236	
AFFECTED MAP PANEL	NUMBER: 4702360065B	Beginning at a point in the southern right-of-way line of Lonesome Valley Road having Tennessee
	NAME: SEVIER COUNTY, TENNESSEE (UNINCORPORATED AREAS)	
	DATE: 06/15/1984	
FLOODING SOURCE: WEST PRONG LITTLE PIGEON RIVER		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 35.821, -83.582 SOURCE OF LAT & LONG: PRECISION MAPPING STREETS 4.0 DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
—	—	Apple View Farms	Lonesome Valley Road	Tract 1	C	—	—	946.0 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equalled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION
NON-PARTICIPATING COMMUNITY

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equalled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, P.O. Box 2210, Merrifield, VA 22116-2210. Additional information about the NFIP is available on our web site at <http://www.fema.gov/nfip/>.

Michael M. Grimm

Michael M. Grimm, Acting Chief
Hazard Study Branch
Federal Insurance and Mitigation Administration

Version 1.3.3

MX173014003K7390LOMAK7390SPF2



Federal Emergency Management Agency

Washington, D.C. 20472

January 30, 2003

MR. STUART N. HENRY, P.E.
BWSC, INC.
FIRST TENNESSEE PLAZA, SUITE 2400
KNOXVILLE, TN 37929

CASE NO.: 03-04-0546A
COMMUNITY: SEVIER COUNTY, TENNESSEE
(UNINCORPORATED AREAS)
COMMUNITY NO.: 470236

DEAR MR. HENRY:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood); on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Letter of Map Amendment (LOMA) Determination Document. This determination document provides additional information regarding the effective NFIP map, the legal description of the property and our determination.

Additional documents are enclosed which provide information regarding the subject property and LOMAs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, P.O. Box 2210, Merrifield, VA 22116-2210. Additional information about the NFIP is available on our web site at <http://www.fema.gov/nfip/>.

Sincerely,

Michael M. Grimm, Acting Chief
Hazard Study Branch
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:
LOMA DETERMINATION DOCUMENT (REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)**

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	SEVIER COUNTY, TENNESSEE (Unincorporated Areas) COMMUNITY NO.: 470236	Tracts 1 and 2, Apple View Farms, as shown on plat, Record No. 2291, recorded in Book LM2, Page 155, filed on January 18, 2000, by the Register of Deeds, Sevier County, Tennessee; the portion of Tract 2 removed from the SFHA is more particularly described by the following metes and bounds: Beginning at a point in the southern right-of-way line of Lonesome Valley Road having Tennessee
AFFECTED MAP PANEL	NUMBER: 4702360065B NAME: SEVIER COUNTY, TENNESSEE (UNINCORPORATED AREAS) DATE: 06/15/1984	
FLOODING SOURCE: WEST PRONG LITTLE PIGEON RIVER		
APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 35.821, -83.582 SOURCE OF LAT & LONG: PRECISION MAPPING STREETS 4.0 DATUM: NAD 83		

DETERMINATION

LOT	BLOCK/SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)	LOWEST ADJACENT GRADE ELEVATION (NGVD 29)	LOWEST LOT ELEVATION (NGVD 29)
—	—	Apple View Farms	Lonesome Valley Road	Portion of Tract 2	B	—	—	—

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION
PORTIONS REMAIN IN THE FLOODWAY
NON-PARTICIPATING COMMUNITY

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, P.O. Box 2210, Merrifield, VA 22116-2210. Additional information about the NFIP is available on our web site at <http://www.fema.gov/nfip/>.

Michael M. Grimm
Michael M. Grimm, Acting Chief
Hazard Study Branch
Federal Insurance and Mitigation Administration

Version 1.3.3

MX173014003K7390LOMAK7390SPF2

**Federal Emergency Management Agency**

Washington, D.C. 20472

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)****LEGAL PROPERTY DESCRIPTION (CONTINUED)**

State Grid coordinates of North 550766.91 and East 2684237.23;

THENCE leaving said right-of-way, South 36°55'17" West, 162.92 feet to a point;
THENCE, North 53°22'06" West, 22.51 feet to a point;
THENCE, North 64°31'46" West, 21.33 feet to a point;
THENCE, North 39°19'26" West, 20.25 feet to a point;
THENCE, North 60°42'43" West, 58.37 feet to a point;
THENCE, North 57°50'42" West, 44.36 feet to a point;
THENCE, North 63°58'05" West, 49.71 feet to a point;
THENCE, North 57°56'23" West, 69.76 feet to a point;
THENCE, North 61°52'40" West, 15.87 feet to a point;
THENCE, North 55°57'13" West, 71.91 feet to a point;
THENCE, North 61°43'58" West, 21.72 feet to a point;
THENCE, North 57°44'16" West, 33.04 feet to a point;
THENCE, North 57°29'51" West, 44.81 feet to a point;
THENCE, North 54°20'33" West, 42.59 feet to a point;
THENCE, North 56°19'22" West, 147.41 feet to a point;
THENCE, North 40°39'00" East, 122.88 feet to a point;
THENCE along the southern right-of-way line of Lonesome Valley Road, South 60°56'00" East, 620.00 feet to a point;
THENCE, 38.22 feet along a curve to the left having a radius of 534.13 feet and having a tangent of 19.12 feet and having a chord bearing and distance of South 62°59'01" East, 38.22 feet to the point of Beginning. Containing 94,206 square feet or 2.163 acres.

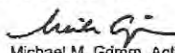
PORTIONS OF THE PROPERTY REMAIN IN THE FLOODWAY (This Additional Consideration applies to the preceding 1 Property.)

A portion of this property is located within the Special Flood Hazard Area and the National Flood Insurance Program (NFIP) regulatory floodway for the flooding source indicated on the Determination/Comment Document while the subject of this determination is not. The NFIP regulatory floodway is the area that must remain unobstructed in order to prevent unacceptable increases in base flood elevations. Therefore, no construction may take place in an NFIP regulatory floodway that may cause an increase in the base flood elevation, and any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management. The NFIP regulatory floodway is provided to the community as a tool to regulate floodplain development. Modifications to the NFIP regulatory floodway must be accepted by both the Federal Emergency Management Agency (FEMA) and the community involved. Appropriate community actions are defined in Paragraph 60.3(d) of the NFIP regulations. Any proposed revision to the NFIP regulatory floodway must be submitted to FEMA by community officials. The community should contact either the Regional Director (for those communities in Regions I-IV, and VI-X), or the Regional Engineer (for those communities in Region V) for guidance on the data which must be submitted for a revision to the NFIP regulatory floodway. Contact information for each regional office can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/about/regoff.htm>.

NON-PARTICIPATING COMMUNITY (This additional consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

This community is currently either suspended from or not participating in the National Flood Insurance Program (NFIP); therefore, flood insurance is not available. To learn if this community has been reinstated in or has joined the NFIP, thus making flood insurance available, please call (800) 638-6620.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, P.O. Box 2210, Merifield, VA 22116-2210. Additional information about the NFIP is available on our web site at <http://www.fema.gov/nfip/>.


Michael M. Grimm, Acting Chief
Hazard Study Branch
Federal Insurance and Mitigation Administration

Version 1.3.3

MX173014003K7390LOMAK7390SPF2

**Federal Emergency Management Agency**

Washington, D.C. 20472

**LETTER OF MAP AMENDMENT
DETERMINATION DOCUMENT (REMOVAL)
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)**

The Flood Disaster Protection Act of 1973 (Public Law 93-234) provides that lenders regulated by, or whose deposits are insured by Federal Instrumentalities may not make loans that originate from, or are secured, insured, or guaranteed by a Federal government agency for improved real property or mobile homes located in a Special Flood Hazard Area (SFHA) in a suspended or non-participating community. They may however, make conventional loans secured by improved real property or mobile homes located in SFHAs because the mandatory purchase of flood insurance requirement does not apply to conventional loans. Such lenders must, however, notify the purchaser or lessee of such property that the flood hazard exists and whether or not Federal disaster assistance will be available to the property in the event of a flood disaster.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, P.O. Box 2210, Merrifield, VA 22116-2210. Additional information about the NFIP is available on our web site at <http://www.fema.gov/nfip/>.

A handwritten signature of Michael M. Grimm is located above his name.

Michael M. Grimm, Acting Chief
Hazard Study Branch
Federal Insurance and Mitigation Administration

Version 1.3.3

MX173014003K7390LOMAK7390SPF2

EXHIBIT F

Letter of Map Amendment

03016255

03/26/2003 - 10:52 AM

S PGS : AL - AMENDED MASTER DEED	
REVIEW 9449-3016255	
Book: 1655 Pages: 244 - 251	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00
STATE OF KENTUCKY, COUNTY OF SEVIER	
SHERRY ROBERTSON HUSKEY	
REGISTER OF DEEDS	

This Instrument Prepared By:
R. Scott Elmore
The Elmore Law Firm, P.C.
5301 Kingston Pike
Knoxville, Tennessee 37919

Amends Master Deed of Record in Book
1238, Page 196, Sevier County Register of
Deeds Office.

**CORRECTED
THIRD AMENDMENT TO MASTER DEED
OF RIVER PLACE CONDOMINIUMS**

WHEREAS, APPLE VIEW FARMS, LLC was the original Developer of River Place Condominiums as set forth in the Master Deed of River Place Condominiums of record in Book 1238, Page 196, in the Register's Office for Sevier County, Tennessee, as subsequently amended by First Amendment of record in Book 1297, Page 725, and Second Amendment of record in Book 1655, Page 244, all in said Register's Office (hereafter referred to as the "Master Deed"); and

WHEREAS, the Master Deed contemplated that the Units would be constructed in phases; and

WHEREAS, the Developer resubdivided the Property and conveyed its rights to complete construction of some of the Units to AVRR I and AVRR II; and

WHEREAS, AVRR I, LLC and AVRR II, LLC have now completed the construction of the Units in Phase II and they desire to amend the Master Deed to reflect the location and legal description of the newly completed Units;

NOW, THEREFORE, in consideration of the premises and for the mutual benefit and valuable consideration, Developer, AVRR I, LLC and AVRR II, LLC hereby agree to amend the Master Deed as follows:

1. The location of Building C and Building D on the Property are more particularly set forth on the as-built survey dated November 28, 2006, by Vision Engineering and Development Services, Inc. located at 229 Prince Street, Sevierville, Tennessee 37862, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

2. The portion of Collective Exhibit D attached to the original Master Deed which identified Buildings C, D and E and the Unit numbers therein are hereby deleted in their entirety and are replaced with the new drawings attached hereto as **Collective Exhibit B**. As more particularly set forth thereon, the drawings attached as **Collective Exhibit B** identify the Unit numbers and dimensions of each Unit located within Building C and Building D. The identifying numbers reflected on these new drawings shall represent the legal description for these newly completed Units as contemplated in Section 3(b) of the Master Deed.

3. Except as amended herein, all of the terms and conditions contained within the original Master Deed and in the previous amendments referenced above shall remain in full force and effect.

4. Capitalized terms used herein shall have the same meaning as in the Master Deed, unless specifically defined herein.

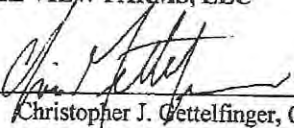
5. This Corrected Third Amendment to Master Deed is made by Developer, AVRR I, LLC and AVRR II, LLC pursuant to the provisions and authority of Sections 3(d), 15(a), 16(a) and 30(c) of the Master Deed.

6. This Corrected Third Amendment to Master Deed replaces in its entirety the Second Amendment to Master Deed of record in Book 2681, Page 418 in the Register's Office for Sevier County, Tennessee. The Second Amendment to Master Deed in Book 2681, Page 418 should have been properly referred to as the Third Amendment to Master Deed and also contained an inaccurate reference to the original recording information of the Master Deed.

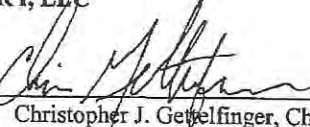
IN WITNESS WHEREOF, Developer, AVRR I, LLC and AVRR II, LLC have executed this instrument on the 8th day of December, 2006.

DEVELOPER

APPLE VIEW FARMS, LLC

By: 
Christopher J. Gettelfinger, Chief Manager

AVRR I, LLC

By: 
Christopher J. Gettelfinger, Chief Manager

AVRR II, LLC

By: 
Christopher J. Gettelfinger, Chief Manager

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, Cynthia R. Gettelfinger, the undersigned authority, a Notary Public in and for said County and State, personally appeared **CHRISTOPHER J. GETTELFINGER**, 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 Chief Manager of **APPLE VIEW FARMS, LLC**, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at office, this 8th day of December, 2006.

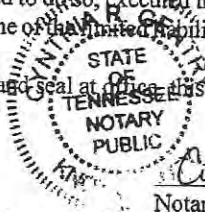
My Commission expires: 3/14/09



STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, Cynthia R. Gentry, the undersigned authority, a Notary Public in and for said County and State, personally appeared **CHRISTOPHER J. GETTELFINGER**, 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 Chief Manager of **AVRR I, LLC**, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at Office this 8th day of December, 2006.



Cynthia R. Gentry
Notary Public

My Commission expires: 3/14/09

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, Cynthia R. Gentry, the undersigned authority, a Notary Public in and for said County and State, personally appeared **CHRISTOPHER J. GETTELFINGER**, 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 Chief Manager of **AVRR II, LLC**, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at Office this 8th day of December, 2006.



Cynthia R. Gentry
Notary Public

My Commission expires: 3/14/09

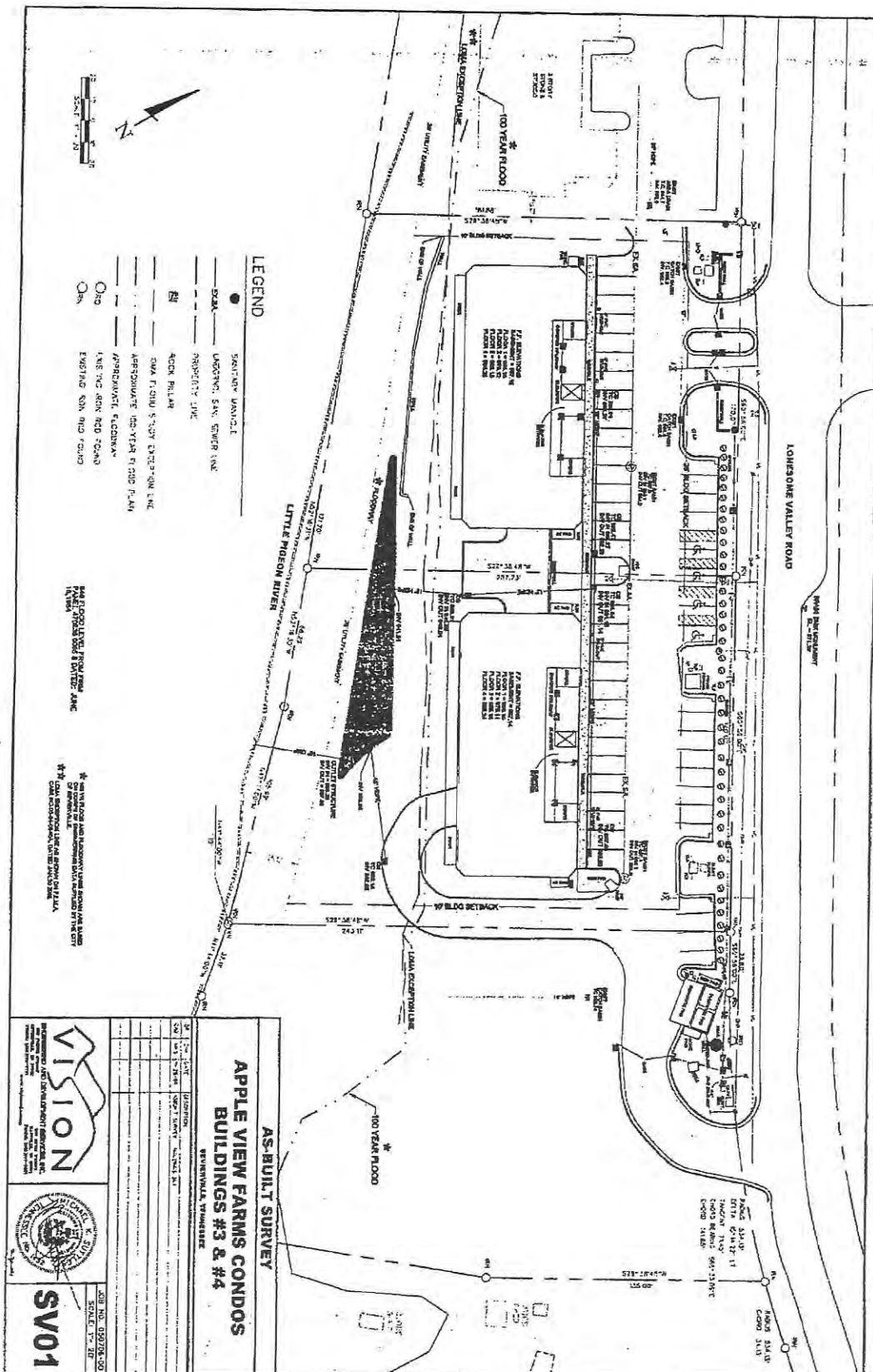
VOL: 2684/482-487

06055958

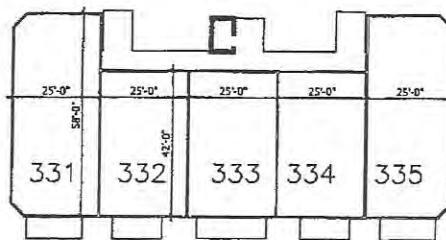
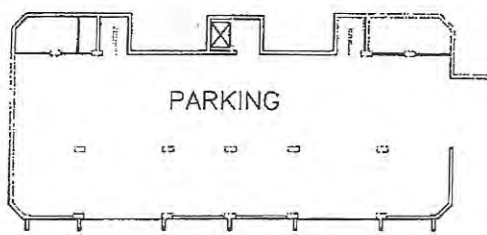
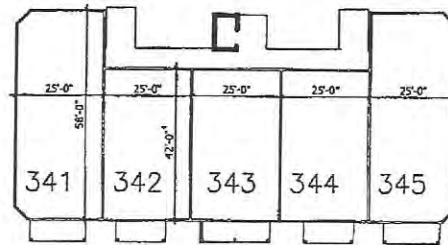
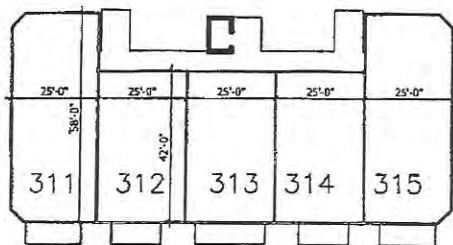
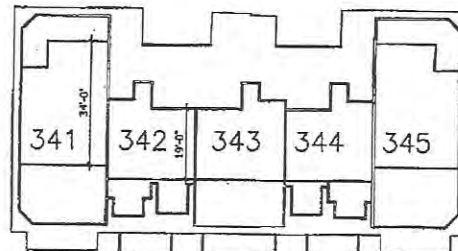
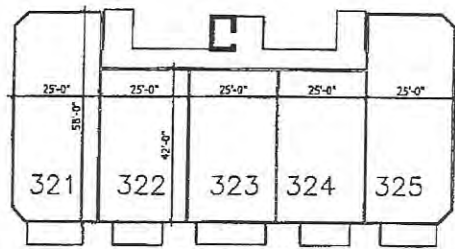
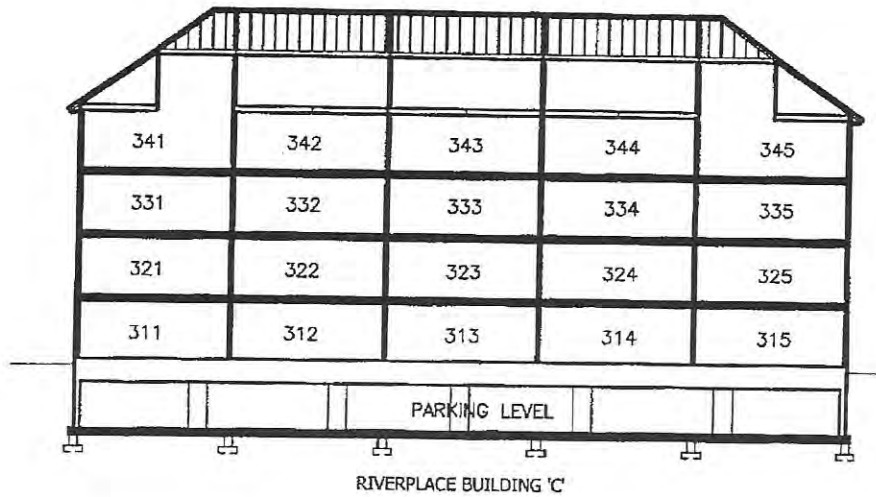
AND 6 PG BA:	95042
12/08/2006	11:24 AM
VALUE	0.00
MTG TAX	0.00
TRM TAX	0.00
RDC FEE	30.00
DP FEE	2.00
REG FEE	0.00
TOTAL	32.00

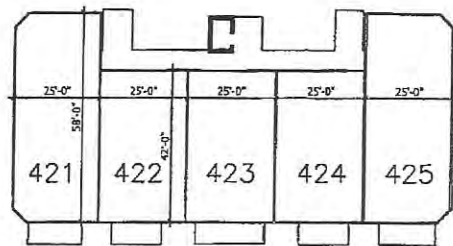
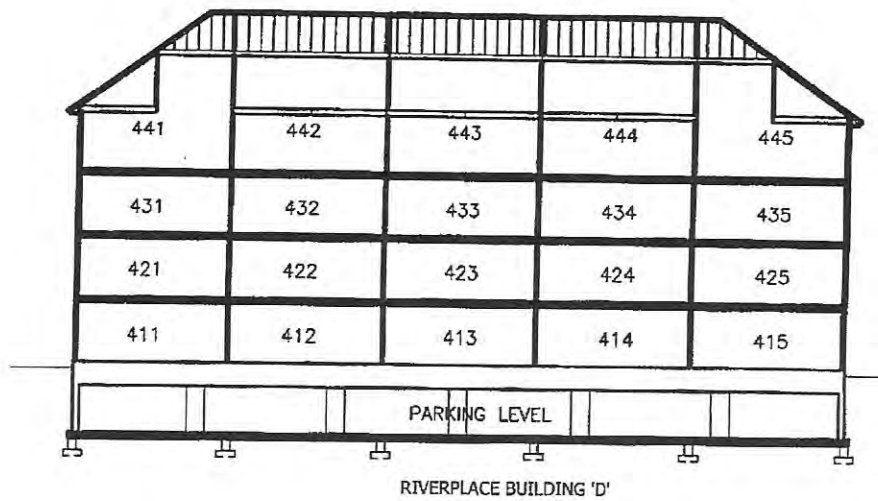
STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

EXHIBIT A

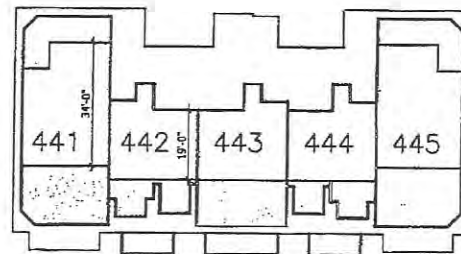


COLLECTIVE
EXHIBIT B

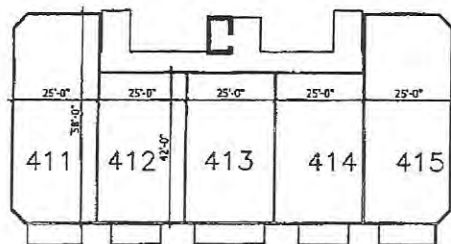




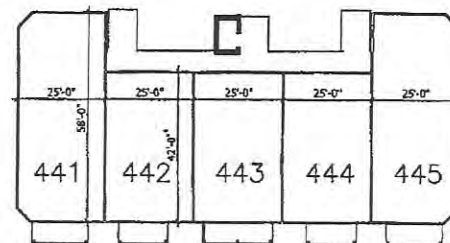
SECOND FLOOR



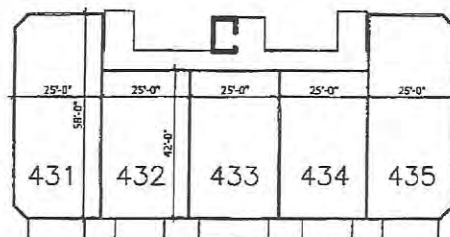
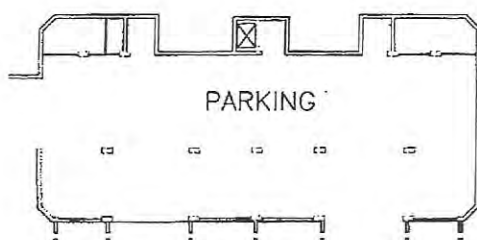
UPPERMOST FLOOR



FIRST FLOOR



FOURTH FLOOR



THIRD FLOOR

This Instrument Prepared By:
R. Scott Blanton
REGISTERED PROFESSIONAL
THE PLATON LAW FIRM, P.C.
5301 Kingston Pike
Knoxville, Tennessee 37919

Amends Master Deed of Record in Book
1238, Page 196, Sevier County Register of
Deeds, Registered in the County Register of
Deeds Office.

**FOURTH AMENDMENT TO MASTER DEED
OF RIVER PLACE CONDOMINIUMS**

WHEREAS, APPLE VIEW FARMS, LLC was the original Developer of River Place Condominiums as set forth in the Master Deed of River Place Condominiums of record in Book 1238, Page 196, in the Register's Office for Sevier County, Tennessee, as subsequently amended by First Amendment of record in Book 1297, Page 723, Second Amendment of record in Book 1635, Page 244, and Corrected Third Amendment of record in Book 2664, Page 482, all in said Register's Office (hereinafter referred to as the "Master Deed"); and

WHEREAS, said the Developer conveyed its right to complete the construction of some of the Units to AVRR I and AVRR II; and

WHEREAS, Developer, AVRR I and AVRR II wish to amend the Master Deed to clarify the boundaries of the Units contained in multi-story buildings;

NOW, THEREFORE, in consideration of the premises and for the mutual benefit and valuable consideration, Developer, AVRR I, LLC and AVRR II, LLC hereby agree to amend the Master Deed as follows:

1. The following is added as Section 4.2:

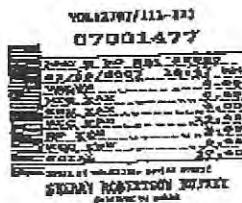
- a. **Minimal Level.** For Units which are located in buildings that consist of more than one floor, the lower boundary shall be the upper surfaces of the floor underlayment contained in the Unit and the upper boundary shall be the exposed ceiling contained in the Unit.

2. Except as amended herein, all of the terms and conditions contained within the original Master Deed and in the previous amendments referenced above shall remain in full force and effect.

3. Capitalized terms used herein shall have the same meaning as in the Master Deed, unless specifically defined herein.

4. This Fourth Amendment to Master Deed is made by Developer, AVRR I, LLC and AVRR II, LLC pursuant to the provisions and authority of Section 30.d. of the Master Deed.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Developer, AYRR I, LLC and AYRR II, LLC have executed this instrument on the 30th day of December, 2006.
executed this instrument on the 30th day of December, 2006.

DEVELOPER

APPLE VIEW FARMS, LLC

By: [Signature]
Christopher J. Gettelonger, Chief Manager

AYRR I, LLC

By: [Signature]
Christopher J. Gettelonger, Chief Manager

AYRR II, LLC

By: [Signature]
Christopher J. Gettelonger, Chief Manager

STATE OF TENNESSEE }
COUNTY OF KNOX }

I, Cynthia R. Getty, the undersigned authority, a Notary Public in and for said County and State, personally appeared CHRISTOPHER J. GETTELONGER, 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 Chief Manager of APPLE VIEW FARMS, LLC, the within named business, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal at office, this 30th day of December, 2006.
Cynthia R. Getty
Notary Public
My Comm. Expires 2/28/07

This Instrument Prepared By:
 E. Scott Elmore
 E. Scott Elmore
 The Elmore Law Firm, P.C.
 5301 Kingston Pike
 Knoxville, Tennessee 37919

Against Master Deed of Record in Book
 1238, Page 196, Sevier County Register of
 Deeds; Page 196, Sevier County Register of
 Deeds Office

FIFTH AMENDMENT TO MASTER DEED OF RIVER PLACE CONDOMINIUMS

WHEREAS, APPLE VIEW FARMS, LLC was the original Developer of River Place
 Condominiums as set forth in the Master Deed of River Place Condominiums of record in Book
 1238, Page 196, in the Register's Office for Sevier County, Tennessee, as subsequently amended by
 documents of record in Book 1297, Page 725; Book 1635, Page 244; Book 2681, Page 416; Book
 2884, Page 462; and Book 2707, Page 111, all in said Register's Office (hereinafter referred to as the
 "Master Deed"); and

WHEREAS, said Developer conveyed its right to complete the construction of some of
 the Units to AVRR I and AVRR II; and

WHEREAS, Developer, AVRR I and AVRR II wish to amend the Master Deed to clarify the
 building designations;

NOW, THEREFORE, in consideration of the premises and for the mutual benefit and
 valuable considerations, Developer, AVRR I, LLC and AVRR II, LLC hereby agree to amend the
 Master Deed as follows:

1. Exhibit A attached hereto shows the designations and locations of Building C and
 Building D of River Place Condominiums.
2. Except as amended herein, all of the terms and conditions contained within the
 original Master Deed and in the previous amendments referenced above shall remain in full force
 and effect.
3. Capitalized terms used herein shall have the same meaning as in the Master Deed,
 unless specifically defined herein.
4. This Fifth Amendment to Master Deed is made by Developer, AVRR I, LLC and
 AVRR II, LLC pursuant to the provisions and authority of Section 30.1 of the Master Deed.

IN WITNESS WHEREOF, Developer, AVRR I, LLC and AVRR II, LLC have executed
 this instrument on the 15th day of December, 2007.

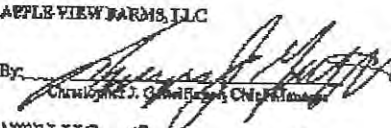
FILED 12/16/07 4:00 PM
 07003888

SEARCHED	INDEXED
SERIALIZED	FILED
DEC 16 2007	
FBI - MEMPHIS	

MADE AT MEMPHIS, TENNESSEE
 CHRISTOPHER J. GOWLINGER, Notary Public
 My Comm. Expires 01/01/2010

DEVELOPER

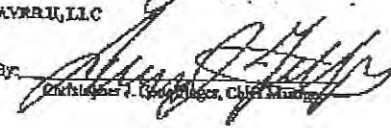
APPLE VIEW FARMS, LLC

By: 
 Christopher J. Gowling, Chief Manager

AVRR I, LLC

By: 
 Christopher J. Gowling, Chief Manager

AVRR II, LLC

By: 
 Christopher J. Gowling, Chief Manager

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, CYNTHIA GENTLY, the undersigned authority, a Notary Public in and for said County and State, personally appeared CHRISTOPHER J. GETTELINGER, 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 Chief Manager of APPLEVIEW FARMS, LLC, the within named foreign, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at my office, this 15th day of January, 2007.



My Commission expires: March 14, 2010

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, CYNTHIA GENTLY, the undersigned authority, a Notary Public in and for said County and State, personally appeared CHRISTOPHER J. GETTELINGER, 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 Chief Manager of AYRRI, LLC, the within named foreign, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at my office, this 15th day of January, 2007.



My Commission expires: March 14, 2010

STATE OF TENNESSEE)
COUNTY OF KNOX)

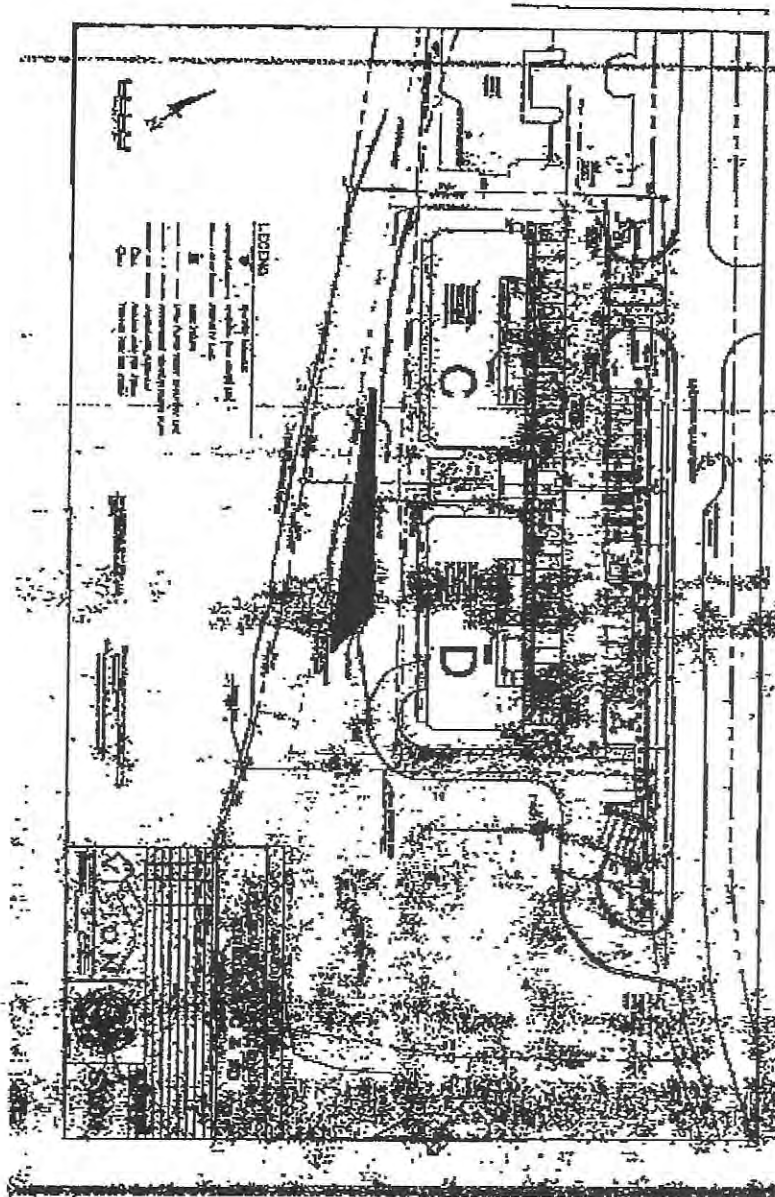
Before me, CYNTHIA GENTLY, the undersigned authority, a Notary Public in and for said County and State, personally appeared CHRISTOPHER J. GETTELINGER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of AYRRI, LLC, the within named foreign, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at my office, this 15th day of January, 2007.



My Commission expires: March 14, 2010

陳光甫與江蘇



Book 2716 Page 490

This Instrument Prepared By:
R. Scott Elmore
Ramsey Elmore, PLLC
5616 Kingston Pike, Suite 301
Knoxville, Tennessee 37919

Amends Master Deed of Record in Book
1238, Page 196, Sevier County Register of
Deeds Office.

**SIXTH AMENDMENT TO MASTER DEED
OF RIVER PLACE CONDOMINIUMS**

WHEREAS, APPLE VIEW FARMS, LLC was the original Developer of River Place Condominiums as set forth in the Master Deed of River Place Condominiums of record in Book 1238, Page 196, in the Register's Office for Sevier County, Tennessee, as subsequently amended by documents of record in Book 1297, Page 725; Book 1655, Page 244; Book 2681, Page 418; Book 2684, Page 482, Book 2707, Page 111; and Book 2716, Page 398, all in said Register's Office (hereafter referred to as the "Master Deed"); and

WHEREAS, the Master Deed contemplated that the Units would be constructed in phases; and

WHEREAS, the Developer conveyed its right to complete the construction of some of the Units to Apple View River Resorts III, LLC ("AVRR III"); and

WHEREAS, AVRR III has now completed construction of new Units in Building E and desires to subject the land upon which they are constructed and the Units within Building E to the terms and provisions of the Master Deed and the Tennessee Horizontal Property Act (the "Act") as additional Units within River Place Condominiums;

NOW, THEREFORE, in consideration of the premises and for the mutual benefit and valuable consideration, Developer and AVRR III hereby agree to amend the Master Deed as follows:

1. To the extent not already included within Property subject to the Master Deed, Developer and AVRR III hereby submit the following property to the provisions of the Act and Master Deed:

Lots 4 and 5 of Apple View Farms Resort, Resubdivision of Tracts 2 and 3, as shown on the Final Plat of record in Plat Book 35, Page 314, Register's Office for Sevier County, Tennessee, to which plat specific reference is hereby made for a more particular description.

BEING the same property that Apple View River Resorts III, LLC acquired from Apple View Farms, LLC by Quit Claim Deed dated May 30, 2006, of record in Deed Book 2556, Page 686, in the Register's Office for Sevier County, Tennessee.

2. The location of the newly constructed Building E of River Place Condominiums is shown on Exhibit A attached hereto. Future Building F of River Place Condominiums is also shown on Exhibit A but "Need Not Be Built."

3. The Units within Building E are shown on Exhibit B attached hereto. As more particularly set forth thereon, the drawing attached as Exhibit B identifies the Unit numbers and dimensions of each Unit located within Building E. The identifying numbers reflected on this drawing shall represent the legal description for these newly completed Units as contemplated in Section 3(b) of the Master Deed.

4. Except as amended herein, all of the terms and conditions contained within the original Master Deed and in the previous amendments referenced above shall remain in full force and effect.

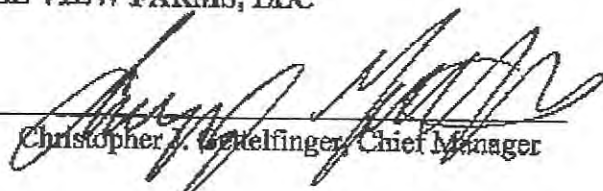
5. Capitalized terms used herein shall have the same meaning as in the Master Deed, unless specifically defined herein.

6. This Sixth Amendment to Master Deed is made by Developer and AVRR III pursuant to the provisions and authority of Section 3(d), Section 15(a) and Section 16(a) of the Master Deed.

IN WITNESS WHEREOF, Developer and AVRR III have executed this instrument on the 10th day of July, 2009.

DEVELOPER

APPLE VIEW FARMS, LLC

By: 
Christopher J. Gettelfinger, Chief Manager

APPLE VIEW RIVER RESORTS III, LLC

By: 
Christopher J. Gettelfinger, Chief Manager

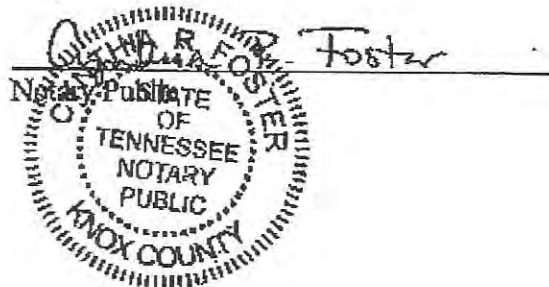
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, Cynthia R. Foster, the undersigned authority, a Notary Public in and for said County and State, personally appeared **CHRISTOPHER J. GETTELFINGER**, 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 Chief Manager of **APPLE VIEW FARMS, LLC**, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at office, this 10th day of July, 2009.

My Commission expires: 4/1/2013

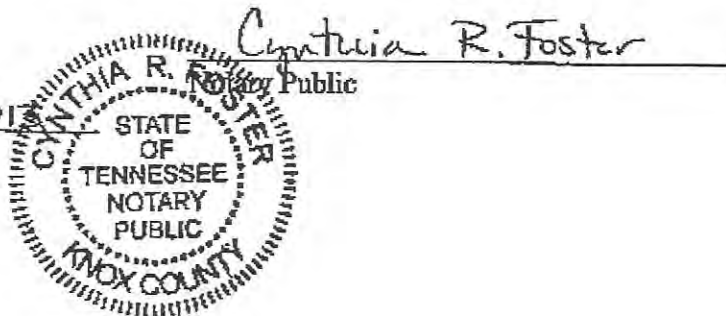
STATE OF TENNESSEE)
)
COUNTY OF KNOX)



Before me, Cynthia R. Foster, the undersigned authority, a Notary Public in and for said County and State, personally appeared **CHRISTOPHER J. GETTELFINGER**, 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 Chief Manager of **APPLE VIEW RIVER RESORTS III, LLC**, the within named bargainor, a limited liability company, and that he as such Chief Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and seal at office, this 10th day of July, 2009.

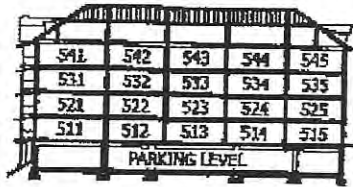
My Commission expires: 4/1/2013



N.T.S.

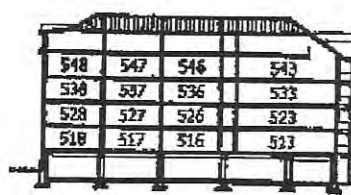


EXHIBIT B

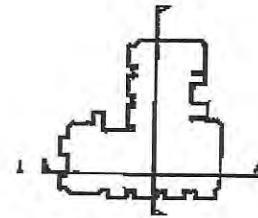


SECTION 1

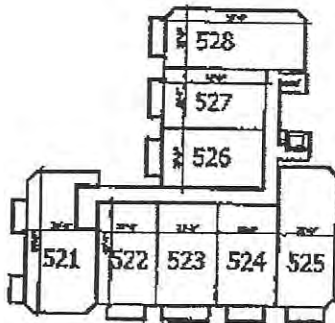
RIVER PLACE
BUILDING 'E'



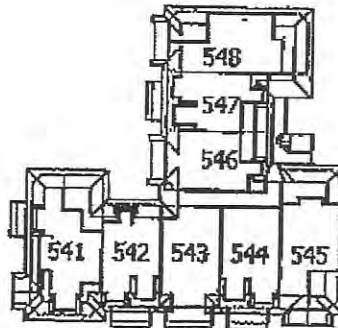
SECTION 2



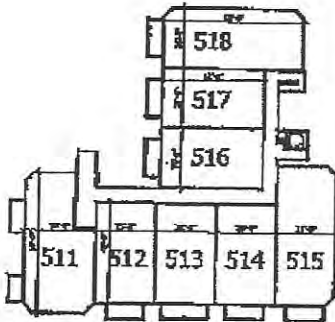
2



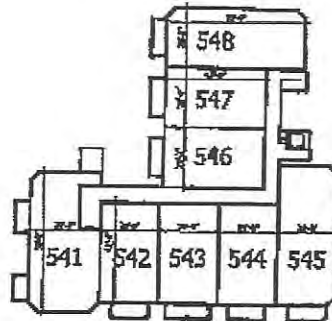
SECOND FLOOR



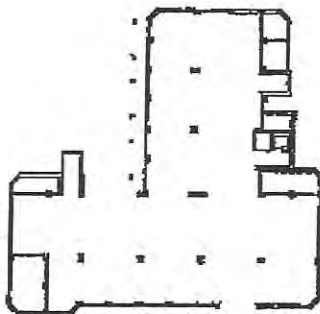
UPPERMOST FLOOR



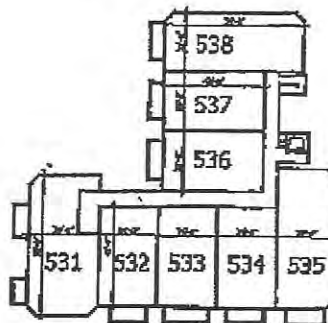
FIRST FLOOR



FOURTH FLOOR



PARKING



THIRD FLOOR

BK/PG: 3380/118-128

09037662

5 PGS: AMENDED MASTER DEED	
MANDY BATCH: 153865	
07/13/2009 - 12:43 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, SEvier COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

→ PLEASE FILE WITH your MASTER DEED

PREPARED BY:
JOHNSON, MURRELL & ASSOCIATES PC
JEFFREY R. MURRELL, ATTORNEY
150 COURT AVENUE
SEVIERVILLE, TN 37862

RE: BOOK 1238, PAGE 196
BOOK 1297, PAGE 725
BOOK 1655, PAGE 244
BOOK 2681, PAGE 418
BOOK 2684, PAGE 482
BOOK 2707, PAGE 111
BOOK 2716, PAGE 398

**SEVENTH AMENDMENT TO
MASTER DEED OF RIVER PLACE CONDOMINIUMS**

THIS AMENDMENT is made this 1st day of March, 2015, by **RIVER PLACE CONDOMINIUMS OWNERS ASSOCIATION, INC.**, with its principal place of business being located at 527 River Place Way, Unit 527, Sevierville, Tennessee 37862 (hereinafter referred to as "Association").

WHEREAS, APPLE VIEW FARMS, LLC, was the original Developer of River Place Condominiums as set forth in the Master Deed of River Place Condominiums of record in Book 1238, Page 196 in the Register's Office for Sevier County, Tennessee, and as subsequently amended by Amendments of record in Book 1297, Page 725, Book 1655, Page 244, Book 2681, Page 418, Book 2684, Page 482, Book 2707, Page 111 and Book 2716, Page 398, all in the Register's Office for Sevier County, Tennessee (hereinafter referred to as the "Master Deed"); and,

WHEREAS, at the Association's annual owner's meeting held on July 19, 2014, a motion was made to amend the Master Deed of River Place Condominiums pursuant to the provisions and authority of Section 30 of the Master Deed and Paragraph 10 of the By-Laws of River Place Condominiums Owners Association, Inc. (hereinafter "By-Laws"); and,

WHEREAS, a quorum was present at said meeting and the motion to amend was duly made, seconded and approved by affirmative votes of the members of the Association; and,

WHEREAS, said motion was to amend Paragraphs 4(a) and 4(b), **Board of Directors**, to the By-Laws for River Place Condominiums Owners Association, Inc., which are attached as Exhibit B to the Master Deed of River Place Condominiums of record in Book 1238, Pages 196-230 in the Register's Office for Sevier County, Tennessee and as amended.

NOW, THEREFORE, the Association amends the aforementioned Paragraphs 4(a) and 4(b) – **Board of Directors** of the By-Laws by deleting said paragraphs in their entirety and substituting therefore the following:

4. BOARD OF DIRECTORS.

- a. **Number and Qualifications.** The number of Directors in the Association shall be not less than three (3) nor more than nine (9), as the Board of Directors may from time to time determine by resolution. So long as there are three (3) Directors, the term of one

(1) Director shall be fixed at one (1) year, the term of one (1) Director shall be fixed at two (2) years, and the term of one (1) Director shall be fixed at three (3) years. So long as there are six (6) or more Directors, there shall be concurrent terms for no less than three (3) members. The members of the Board of Directors shall hold office until the Association elects their respective successors.

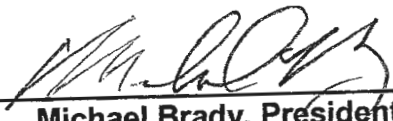
The initial Board of Directors of the Association shall consist of five (5) persons. At least a majority of the Board of Directors shall be Members of the Association, or shall be members, authorized representatives, officers or employees of the Developer. During the Developer Control Period as provided in the Master Deed, the Developer shall have the right to designate the Directors of the Association. Thereafter, the Board of Directors shall be elected by a majority of the votes and the Developer shall be entitled to vote for election of Directors in the same manner as the other Unit Owners are allowed under these Bylaws.

- b. Term of Office.** For the first Board of Directors, the initial term of office shall be established at two (2) years. After the expiration of the initial term of office of each member of the Board of Directors, his or her successors shall be elected to serve a term of one (1) to three (3) years as established by the Association's Board of Directors in order to properly stagger the terms of the Directors as set forth in Paragraph 4(a).

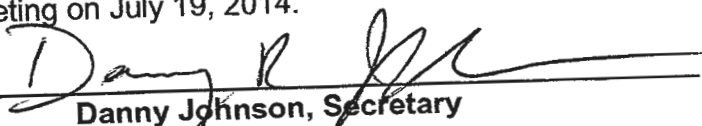
All other terms and conditions of the Master Deed and By-Laws, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed the day and year first above written.

**RIVER PLACE CONDOMINIUMS OWNERS ASSOCIATION,
INC.**

BY: 
Michael Brady, President

I certify and attest that the foregoing Seventh Amendment to Master Deed of River Place Condominiums was duly approved and adopted by the River Place Condominiums Owners Association, Inc. at its annual meeting on July 19, 2014.

BY: 
Danny Johnson, Secretary

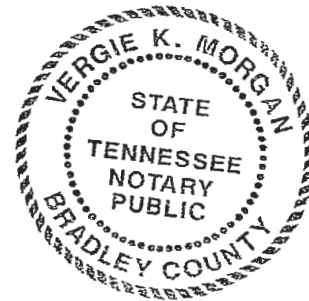
STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **MICHAEL BRADY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **PRESIDENT** of the maker, **RIVER PLACE CONDOMINIUMS OWNERS ASSOCIATION, INC.** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 23 day of March, 2015.

Vergie K. Morgan
NOTARY PUBLIC

My Commission expires: August 5, 2015



STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **DANNY JOHNSON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **SECRETARY** of the maker, **RIVER PLACE CONDOMINIUMS OWNERS ASSOCIATION, INC.** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 12th day of March, 2015.

Paris L. Nix
NOTARY PUBLIC

My Commission expires: May 4, 2016



J:\DATA\JEFF\CONDO DOCS\RIVER PLACE CONDOS\Amendment 7.docx

BK/PG: 4487/584-586

15015547

3 PGS : AMENDED MASTER DEED	
BATCH: 302371	
04/10/2015 - 11:11 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, SEVIER COUNTY

CYNDI B LOVEDAY
REGISTER OF DEEDS