

This Instrument Prepared By:
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603 W. Main Avenue, 6th Floor
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STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

**MASTER DEED
OF
BETHANY SPRINGS 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 the 21st day of April, 2005, by DISNEY PROPERTIES OF TENNESSEE, INC., a Tennessee Corporation, hereinafter referred to as the "Developer", with its principal office in Knox county, Tennessee, for itself, its successors, grantees and assigns, pursuant to the provisions of the Tennessee Horizontal Property Act (Tennessee Code Annotated 66-27-101, et seq.).

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of a certain tract of land which is more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, the Developer is the owner of certain buildings and improvements now existing or to be constructed upon the land as hereinabove described, which land and improvements are hereinafter called the "Property", and it is the intention of the Developer to submit the Property to a Horizontal Property Regime according to the statutes of the State of Tennessee, and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed.

WHEREAS, ownership of each condominium unit shall be in fee simple subject to the provisions of this Master Deed.

WHEREAS, there is attached hereto, and made Exhibit "B" to this Deed, a plat which shows the location of each individual building and condominium unit therein, and attached as Exhibit "C" a floor plan for each type of unit, and attached as Exhibit "D" a list of each condominium unit by number identifying its street address.

WHEREAS, Developer desires and intends by filing this Master Deed to submit the property to the provisions of the Tennessee Horizontal Property Act, hereinafter referred to as the "Act", 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 publish and declare that all the Property as described herein is held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and

improved subject to the following covenants, conditions restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said Property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successor and assigns and any person acquiring or owning an interest in the said Property, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. NAME: The Property, which shall include the land herein described and all improvements located thereon, as shown in Exhibits "A", "B", "C" and "D" shall hereinafter be named BETHANY SPRINGS CONDOMINIUMS.

2. DESCRIPTION OF PROPERTY: The land is described as herein stated and all buildings presently existing or to be constructed are shown on Exhibit "B", and said plat contains fifty-four (54) condominium units, and all common elements, both general and limited are shown thereon.

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

- a.) The land upon which the buildings have been constructed and the common grounds or yards, including flower beds and gardens.
- b.) The foundations, main walls, subflooring and roof.
- c.) All roads and parking areas, if any, exclusive of driveways.
- d.) Compartments for, and installation of, common telephone and television lines and equipment.
- e.) Road, utility and other easements as shown on the recorded plat referred to herein, and subject to all conditions and reservations of rights and obligations contained on said map.

4. DESCRIPTION OF LIMITED COMMON ELEMENTS: There are no limited common elements which are common to two or more condominium units. Limited common elements are a portion of the general common elements reserved for the exclusive use of the owners of such units to which they are appurtenant. The limited common elements appurtenant to each condominium unit are as follows:

- a.) The individual mailbox as assigned to the condominium unit, nameplates and exterior lamp poles exclusively serving a specific unit and located outside of the

boundaries of the unit, the use of which is intended to be limited to that particular unit.

b.) The driveway, screened porch and/or patio and walkway dedicated to each condominium unit.

c.) All materials included on the inside surface of studs and joists in perimeter or exterior walls, floors and ceilings.

d.) All doors, windows, screens, shutters, awnings, doorsteps, porches, decks, patios, floors and ceilings, ventilation fans and vents located in the perimeter or exterior walls, floors and ceilings thereof.

e.) Mechanical equipment, utility boxes, HVAC units that serve only one unit and are not owned by any public utility or other entity.

5. PLAT AND FLOOR PLANS: The description attached hereto as Exhibit "B" shows the location of the Property and the location of the buildings and other improvements within the boundaries of said land. The floor plans showing the dimensions and areas of each type of condominium unit are shown on Exhibit "C" attached hereto.

6. DESCRIPTION OF CONDOMINIUM UNITS: The units are numbered and located as shown on the Plat. Each unit has been assigned its own address by number and street as shown on Exhibit "D", which is attached hereto and incorporated herein by reference. The upper boundaries of each unit shall be the horizontal plane (or planes), the elevation of which coincides with the elevation of the exterior surfaces of the roof above each unit. The lower boundary of each unit shall be the plane of the lowest surface of the unfinished sub-floor, or if there be a basement, the lowest surface of the basement floor slab. The upper and lower boundaries shall be extended to an intersection with the parametrical boundaries. The parametrical boundaries shall be the intersecting vertical planes adjacent to and which shall include the exterior surfaces of the interior perimeter or main walls and party walls to include the dry wall and fixtures thereon and shall be extended to an intersection with the upper and lower boundaries. All lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof shall be deemed a part of each unit, while all other portions of such walls, floors, and/or ceilings, shall be deemed a part of the common elements. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, plumbing, heating and air-conditioning equipment, or any other apparatus lies partially within and partially outside of the designated boundaries of a unit, any portions thereof serving more than one unit shall be deemed a part of the common elements. Subject to the

foregoing sentence, all space, interior partitions, and other fixtures and improvements within the boundaries of a unit shall be deemed a part of that unit. Notwithstanding what has been stated in this section, the plumbing, heating and cooling systems, including all wiring and duct work, shall be considered a part of the improvements which are owned in fee simple by the owner of the unit which the plumbing, heating and air conditioning system serves.

7. **PERCENTAGE OF OWNERSHIP:** The owner or co-owners of each condominium unit shall own an undivided percentage of the general common elements and shall share liability for all common expenses and assessments in proportion to the their respective percentage ownership of all condominium units and each owner shall be entitled to vote as shown in the By-Laws attached hereto and by reference incorporated herein. The Developer shall not be required to share in the common element expenses or to pay any assessments on unsold units. The proportionate liability of each owner or co-owner of a given unit shall be determined by multiplying the amount of the common element expenses by a fraction, the numerator of which is one and the denominator of which is the total number of units then conveyed by the Developer, its successors and assigns, to unit owners.

8. **ASSOCIATION OF HOMEOWNERS: LIEN FOR UNPAID ASSESSMENTS:** The Regime shall be administered by an Association of Homeowners which shall be constituted as and known as The Bethany Springs Condominiums Homeowners Association, Inc., hereinafter referred to as the "Association". The By-Laws of this Association are attached hereto and are by reference incorporated herein. The Association of Homeowners shall elect pursuant to the By-Laws, an Administrative Board to serve as the governing body of the Association. The Association shall have, perform and fulfill the powers, duties and responsibilities required under this Master Deed, and the By-Laws and the Tennessee Horizontal Property Act.

The Association shall have and is hereby granted a lien against each unit for default in the payment of any assessment or fee. Such lien shall secure the timely payment of assessments and shall also secure the payment of interest, cost and reasonable attorney fees. No offsets against any assessment shall be permitted for any reason whatsoever, including a claim that the Association is not properly discharging its duties. Further, no unit owner may be exempted from contributing to the assessment by agreeing to waive the use of or enjoyment of the common elements or by abandonment of any unit or otherwise.

Any assessment that is not paid within thirty (30) days of its due date shall bear interest at the rate of eighteen percent (18%) per annum until fully paid, including all cost and attorney fees that may

be added. Assessments may be collected as determined in the sole discretion of the Association's Board of Directors.

It is contemplated by the Developer that the initial monthly assessment for each unit of the condominium complex shall be Seventy-five Dollars (\$75.00) monthly. The monthly amount shall be subject to modification as necessary to reasonably and adequately pay the expenses of maintaining, repairing as necessary, or replacing the common area elements, general and limited, including but not limited to maintenance and upkeep of the common area grounds and maintenance and repair of the exterior of the buildings and roof, and the cost of a master policy of casualty insurance which insures the general and common elements from a loss due to fire or other casualty and the cost of insurance for maintaining a general liability policy which insures the Homeowner's Association and the individual owners against liability arising from a claim which arose out of the general or limited common elements.

The lien of the assessments provided for herein, shall be subordinate to the lien of first mortgages now or hereafter placed upon the condominium units, and assessments running to the bank, savings and loan associations, insurance company, or other institutional lender; provided however, such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Notice of any default in the payment of assessments shall be given to any such first mortgage holder as provided in paragraph 25 hereafter. Subsequent to any such sale or transfer, the owner shall be responsible for any assessments thereafter becoming due which may be enforced by asserting a lien against the unit.

Both annual and special assessments must be fixed at a uniform rate for all condominium owned units and may be collected on a monthly basis.

Each assessment shall be the personal obligation of the person who owns the unit at the time the assessment became due, and does not pass to successors in title unless they agree to assume the obligation or the Homeowners Association has, prior to the transfer of ownership, recorded its Notice of the Assertion of Lien against the unit or has otherwise notified the successor in title of the obligation prior to the effective date of the transfer of ownership.

9. MEMBERSHIP IN ASSOCIATION OF HOMEOWNERS: Every Homeowner of a condominium unit or units shall, by virtue of such ownership, be a member of the Homeowners Association, and shall remain a member during such ownership. Every owner or the co-owners of a given unit shall possess a single, undivided vote. The owner or co-owners of a given unit shall have



one undivided vote as a member of the Association as more fully set forth in the By-Laws which are attached hereto.

10. INSURANCE: The Association, acting through its Board, shall have the authority to and shall obtain insurance for the Property, exclusive of the additions within, improvements to and decorating of the Units or Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under broad form "all-risk" coverage provisions for the full replacement cost of the Property, and against such other hazards and for such amounts as the Board may deem advisable. Replacement cost shall be defined to be 100% of the then current cost of restoring the Common Elements (including without limitation the Limited Common Elements), the Units and/or any part thereof to substantially the same condition in which they existed prior to damage or destruction, without any reduction for depreciation or age of the improvements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, Bethany Springs Condominium Association, Inc., as the trustee for each of the Unit Owners in direct proportion to said Unit Owners' respective percentage of ownership in the Common Elements, as set forth in this Deed, and for the holders of mortgages on the Unit Owners' Unit, if any. The policy of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense.

The Association, acting through its Board, also shall have authority to and shall obtain comprehensive public liability insurance in such amounts as it deems desirable (but in no event less than \$1,000,000.00), and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Unit owner, the mortgagee(s) of Record, if any, the Association, its officers, directors, Board and employees, Developer and any Managing Agent, from (i) liability in connection with the Common Elements, and (ii) liability arising out of legal proceedings relating to employment contracts to which the Association is a party (to the extent such insurance is reasonably available). The premiums for such insurance shall be a common expense.

The Board also shall have authority to and shall obtain such other insurance and bonds (including flood insurance and fidelity bonds) and endorsements thereto, as it deems desirable or as may be required to permit the purchase of mortgages of the Units by the Federal National Mortgage Association, in such amounts, from such sources and in such forms as it deems desirable, or as may be required to permit the purchase of mortgages of the Units by the Federal National Mortgage Association, insuring the Property and each member of the Board and Officer of the Association, and

each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of any such committee. The premium for such instance and bonds shall be a common expense.

Each Unit Owner shall be responsible for obtaining the Unit Owner's own insurance on the contents of the Unit Owner's own Unit, as well as additions and improvements thereto, custom upgrades to the unit beyond the level as designed and to have been constructed by the developer, all decorations, furnishings and personal property therein, and any personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against the Unit Owner's personal liability and loss or damage by fire or other hazards above and beyond the extent that the Unit Owner's liability, loss or damage is covered by the liability insurance or casualty insurance against loss or damage by fire and such other hazards obtained by the Board for the benefit of all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may at the Unit Owner's option and expense, obtain additional insurance.

Anything in this Section 10 to the contrary notwithstanding, all insurance maintained by the Board shall, to the fullest extent possible, be with such companies, be in such amounts, have such endorsements, and otherwise be of such form and substance as to permit the Federal National Mortgage Association to purchase mortgages of the Units.

11. MAINTENANCE, REPAIRS AND REPLACEMENTS. The maintenance of, repairs to and replacements within the General and Limited Common Elements shall be furnished by the Association and shall be part of the common expenses, subject to the provisions of this Deed, the By-Laws and the rules and regulations of the Association. Each Unit Owner at the Unit Owner's own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within the Unit Owner's own unit. The furnishing of and the expenses for the maintenance of, repair to or replacement of a Unit's water heater, furnace, air conditioner, heating and air conditioning ducts, and plumbing, including fixtures, shall be borne by the Unit Owner(s) of the Unit(s) to which such items or Limited Common Elements are appurtenant.

If, due to the act or neglect of a Unit Owner, or of the Unit Owner's agent, invitee or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required that would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

The authorized representatives of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with any maintenance, repairs or replacements within the Common Elements, including Limited Common Elements, or any equipment, facilities or fixtures affecting or serving other Units, Common Elements, including Limited Common Elements, or to make any alteration required by any governmental authority.

12. ALTERATIONS, ADDITIONS OR IMPROVEMENTS. No alteration of any Common Elements, or any addition or improvements thereto, shall be made by any Unit Owner without the prior written consent of the Board. Any Unit Owner may make non-structural alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damages to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions and improvements.

13. ASSESSMENTS FOR INSURANCE PREMIUMS: The periodic contribution of Homeowners toward the expenses of administration and maintenance and repair of the General and Limited Common Elements include such amounts as shall be necessary for the current payment of the insurances as provided herein. In the event of the default of a unit owner or co-owners to pay the dues or assessments as determined by the Association, through its Board, the Association shall be entitled to assert a lien against the unit(s) of that owner or owners.

14. DISBURSEMENTS OF CASUALTY INSURANCE PROCEEDS:

- a.) Determination to Reconstruct or Repair: If any part of the condominium property shall be damaged by casualty, it shall be repaired.
- b.) Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a unit building, by the owners of not less than seventy-five (75%) percent of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.
- c.) Responsibility: The responsibility for the repair and reconstruction following a loss of a given unit and that portion of the building in which it is located and any other damage to a general or limited common area shall be the responsibility of the



Association. The proceeds payable to the Association for the casualty loss shall be dedicated for these purposes.

d.) Deductible Provision: The funds necessary to cover any deductible amount under an insurance policy maintained by the Association against liability for claims arising on a common area or insuring against a casualty loss or any other insurance shall be a common expense. Any deductible on any policy of insurance which is owned by the unit owner shall be an expense that is to be paid by the unit owner that is the named insured.

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

Each condominium unit owner shall have an easement in common with the other owners of all other condominium units to use all pipes, wire, ducts, cables, conduits, public utility lines and other common facilities located in any of the other condominium units and serving his condominium unit. Each condominium unit shall be subject to an easement in favor of the owners of all other condominium units to use the pipes, ducts, cables, wire, ducts, cables, wire, conduits, public utility lines and other common facilities serving such other condominium units and located in such condominium units. Each condominium unit owner shall have an unrestricted right of ingress and egress across the common elements to his or her unit. This right shall be perpetual and appurtenant to the unit so that it passes with the condominium unit as transfers of ownership of the condominium unit occur.

The Association may hereafter grant easements or licenses for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone and television wires and equipment and electrical conduits and wires over, under, along and on any portion of the condominium units and/or general and limited common elements; and each condominium unit owner hereby grants to the Association or its designee, an irrevocable power of attorney to execute, acknowledge and record for and in the name of each condominium unit owner such instruments as may be necessary to effectuate the foregoing.

To the extent that any unit encroaches on any other unit or a general or limited common element, whether by reason of any deviation from the plats and plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist.

16. MAINTENANCE AND INSURANCE OF GENERAL AND LIMITED COMMON ELEMENTS: The Association shall be solely responsible for the maintenance, repair and replacement with comparable material of equal quality, of all general and limited common elements, where the maintenance, repair and replacement is necessitated by the usual wear and tear and deterioration that naturally occurs due to age and where damage or destruction is occasioned by fire loss or other casualty, subject to the provisions of paragraph 11 hereinabove.

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

18. RESTRICTION OF USE OF PROPERTY: No Homeowner shall:

- a.) Use his condominium unit for purposes other than residential.
- b.) Post any advertisements, posters or signs of any kind in or on the Property except as authorized by the Association.
- c.) Hang garments, towels, rugs, flags, or similar objects from the windows, terraces, or from any of the facades of the Property, or upon any general or limited common elements of the Property.
- d.) Hang dust rags, mops or similar objects from the windows or decks or erect clothes lines upon the common elements of the property.
- e.) Place garbage or trash on the general common elements except at such place as designated for collection.
- f.) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other condominium units in the Property.
- g.) Maintain any pets other than live-in pets. An Owner shall be responsible for any damage to the common areas, general or limited, caused by his pet or pets, and for collection and sanitary disposition of said pet's body waste. Also, at any time that any unit owner or owner's guests shall have his pets out of doors on the general common elements, the owner shall have the pet on a leash or otherwise under the control of the owner.

h.) Erect or alter any building, wall, fence or other structure; prune any plants or trees; or do any landscaping other than the maintenance and preservation of the existing shrubs or bedding plants, except as specifically authorized herein. Each homeowner may make use of the flower beds adjacent to his unit for the planting of flowers which are consistent with the landscaping designed by the Developer and/or Association, and which do not in any way detract from the overall appearance of the condominium. The Developer and/or Association specifically retain the right to review and require that any shrubs or flowers which are planted by an owner be removed, if in the opinion of the Board, the plants are not consistent with the landscaping in place and do not enhance the overall appearance. Each owner of a unit, consistent with this section, may utilize the plant beds and the area immediately adjacent to the porch and patio which is located immediately in front of and to the rear of the owners unit. These areas, however, are still considered a part of the common area and subject to supervision by the Association.

i.) Use musical instruments, radios, televisions or amplifiers in such a way as to disturb other residents.

j.) Install wiring for electrical or telephone installations, televisions and radio dishes or antennas, machines or air conditioning units or similar objects outside his condominium unit. Radio and television antenna or other similar devices shall not be permitted to be installed or maintained on the general or limited common area, absent specific authorization by the Association. In general, subject to review by the Developer or the Association for approval, the installation of a satellite dish not exceeding 20" in diameter will be permitted to be maintained on the limited common area or on the general common area immediately adjacent to the limited common area so long as the satellite dish is located to the rear of the condominium unit, the height at which the dish is located does not create an unsightly appearance and the unit owner is otherwise willing to take steps that may be requested by the Developer or the Association to minimize the presence of the satellite dish, such as locating the dish closer to the structure, concealing it with landscaping, and limiting the height of any post installed upon which the dish would be situated.

k.) Rent or lease his condominium unit for transient or hotel purposes or in any event for any period less than twelve (12) months. Any lease or rental agreement for



a condominium unit must be in writing and must be subject to the requirements of this Master Deed and the Association's By-Laws.

l.) Keep or store any recreation or commercial vehicles, including, but not limited to, boats, boat trailers, trucks, truck trailers, buses (school or commercial), house trailers, camping trailers or similar type items on the common area of the property, but may store such vehicles within the garage of the owner's unit.

m.) Park "on the street" any vehicles of any type whatsoever. All vehicles of a unit owner or guest are to be parked in the driveway of the owner's unit. No homeowner shall store any inoperable vehicle of any type on the driveway or any part of the common area.

19. AGREEMENTS BINDING UPON PROPERTY: All agreements and determinations lawfully made by the Association in accordance with voting percentages established in this Master Deed and the By-Laws shall be binding on all owners of a condominium unit, their successors and assigns.

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

21. AMENDMENT OF MASTER DEED: This Master Deed may be amended by the vote of seventy-five percent (75%) of the Homeowners, cast at a meeting duly held in accordance with the provisions of the By-Laws, provided that no material amendment to the Master Deed or to the By-Laws of the Homeowners Association, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the Regime shall occur without the prior written approval of fifty-one (51%) percent of first mortgage lenders as described herein. No such



amendment shall be effective until recorded in the Office of the Register of Deeds for the County wherein the Property is located. In no event may the Master Deed be amended so as to deprive the Developer of any rights that are granted or retained herein.

22. **DEVELOPER'S RESERVED RIGHTS:** The Developer hereby reserves the following rights:

- a.) The right to change the interior design and floor plan of any unit, as long as Developer owns the unit so altered. In addition, anything herein to the contrary notwithstanding, the Developer may at any time and from time to time amend the plat to show the location and boundaries of the units (whether existing or newly created units) by recording an amendment to the Master Deed and any such amendment shall require execution and approval only of the Developer.
- b.) The right to withdraw and grant easements to public utilities, municipalities, the State of Tennessee and as otherwise may be required in order to put into place the plan of development.
- c.) The right to maintain ingress and egress easements over and upon the common elements for purposes of construction and repair.
- d.) The right to complete the improvements which are shown on the plat.
- e.) The right to maintain a sales office, management office and model unit within the development so long as the Developer is the owner of said unit.
- f.) The right to post signs and displays on the common elements to promote the sales of the units and to conduct sales activities in a manner that does not otherwise unreasonably disturb the unit owners.
- g.) The right to store and secure construction materials on the common elements.

23. **DEVELOPER CONTROL PERIOD:** During the period defined as the "Developer Control Period", the Developer shall be a member of the Association and shall hold one hundred percent (100%) of the voting power of the membership of said Association and shall be entitled to cast one hundred percent (100%) of all votes in the affairs of the Association. During this time frame, the Developer shall be entitled to appoint and remove members of the Board of Directors. The "Developer Control Period" shall commence on the date of the execution of this Master Deed and shall terminate on the earlier of the following:

- a.) The date that the last unit to be constructed within the development has been completed and conveyed to the unit owner, or

b.) Five (5) years from the date of the execution of this Master Deed.

Anything to the contrary herein notwithstanding, during the Developer Control Period, the Developer must consent to and approve any amendment to this Master Deed, shall have the right to amend this Master Deed and Charter of the Association and the Association By-Laws as necessary to conform with applicable laws, governmental regulations and statutes or as necessary to meet the requirement of any lending institution or if necessary to correct any inconsistency or inadequacy in the instruments hereinabove referenced, without the need of approval of the existing unit owners.

24. AMENDMENT TO ALLOW ENLARGEMENT OF DEVELOPMENT PROJECT:

Not applicable.

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

26. WARRANTIES: Grantor acknowledges that all contractual warranties in its favor set forth in the building's construction contract, for material and equipment in the condominium unit shall accrue to the benefit of the owner of such condominium unit, along with all warranties, if any, provided by the manufacturer or supplier of any and all equipment, materials and supplies, including appliances, air conditioning, heating and utility systems in the condominium unit. The closing of title or occupancy of the condominium unit shall constitute an acknowledgment by the condominium unit owner that grantor makes no other implied or express warranties relating to the condominium unit or the common areas and facilities, except for such warranties as are set forth in the general warranty deed to the condominium unit.

27. MORTGAGEES AND NOTICE: As used in this Master Deed the word "mortgage" shall mean a deed of trust as well as a mortgage. A "mortgagee" shall mean a beneficiary under or holder of a Deed of Trust as well as a mortgage. The terms "mortgagee", "first mortgage lender", "first Mortgagee", "institutional lender" and other references to a lender holding security of any common element, limited common element or condominium unit within the Regime shall include, but not necessarily be limited to banks, savings and loan associations, insurance companies, the Federal National Mortgage Association, the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal Housing Authority, and other similar associations and organizations. Whenever notice is required to be given to mortgagees under the provisions of this Master Deed, such notice shall be required to be given such mortgagee only if the names and addresses of such mortgagees and the condominium unit number of the unit in which it has an interest have been furnished by the mortgagee in writing to the Board of Directors of the Association or the Developer if during the



Developer Control Period, and no notice shall be required to be given until and unless the names and addresses and unit numbers of such mortgages have been recorded on the books and records of the Homeowners Association. Any unit owner or institutional holder of a first mortgage on a unit in the development, upon request, shall be entitled to (a) inspect the books and records of the Homeowners Association during normal business hours; and (b) receive an annual financial statement of the Homeowners Association within ninety (90) days following the end of any fiscal year; and (c) Written notice of all meetings of the Association of Homeowners and be permitted to designate a representative to attend all such meetings. Mortgagees of a condominium unit shall be timely notified in writing of:

- a.) any condemnation or casualty loss that affects either a material portion of the project or the condominium unit securing its mortgage;
- b.) any 60-day delinquency in the payment of assessments or charges owed by the owner of any condominium unit on which it holds the mortgage;
- c.) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association; and
- d.) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

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

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

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

31. COST AND ATTORNEY FEES: In the event that a unit owner breaches a term of this Master Deed, the By-Laws of the Association or any lawfully promulgated regulations and the Developer or the Association are required to incur expenses, including attorney fees or other costs, in order to remedy the default, whether by the assertion of a lien against the unit of the owner or otherwise, the owner in default shall be responsible for all expenses and cost and reasonable attorney fees incurred by the Developer and/or Association.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument this the 27 day of APRIL, 2005.

DISNEY PROPERTIES OF TENNESSEE, INC.

By: [Signature]

Its: President

STATE OF TENNESSEE)
)ss:
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Dwight A. Disney, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the President of the DISNEY PROPERTIES OF TENNESSEE, INC., the within bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office, in Knox County, this 27th day of April, 2005.

My Commission Expires: 7/27/05

[Signature]
NOTARY PUBLIC

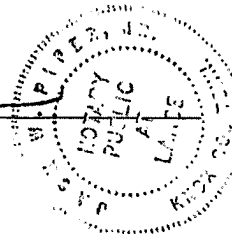


EXHIBIT "A"
TO MASTER DEED OF BETHANY SPRINGS CONDOMINIUMS

BEGINNING at an iron pin set in the northern right-of-way line McCloud Road located in a southwesterly direction some 286.20 feet from the centerline of Hallsdale Road where it intersects with McCloud Road, thence from said POINT OF BEGINNING north 49 deg. 05 min. 48 sec. West 450.94 to an existing pipe; thence north 51 deg. 14 min. 05 sec. West 380.42 feet to an existing iron pin; thence south 32 deg. 52 min. 17 sec. West 18.42 feet to an existing iron pin; thence north 43 deg. 04 min. 25 sec. West 228.66 feet to an iron pin marking the corner to lot 52 within the Bethany Springs Subdivision; thence north 40 deg. 18 min. 22 sec. East 500.39 feet to an iron pin set in the southern right-of-way of Bethany Hills Road; thence following the southern right-of-way south 41 deg. 46 min. 37 sec. East 133.68 feet to an iron pin; thence continuing along the southern right-of-way south 50 deg. 00 min. 37 sec. East 475.91 feet to an iron pin; thence continuing with the southern right-of-way along a curve having a bearing of South 59 deg. 39 min. 11 sec. East, radius of 500.00 feet, cord length of 167.51 feet, a distance of 168.30 feet to an iron pin; thence south 69 deg. 17 min. 45 sec. East 30.28 feet to an iron pin; thence along a curve having a bearing of South 24 deg. 43 min. 26 sec. East, radius of 25.00 feet, cord length of 35.09 feet, tangent of 24.63 feet, and a length of 38.90 feet to an iron pin; thence along the western right-of-way of McCloud Road south 19 deg. 50 min. 53 sec. West 316.90 feet to an iron pin; thence continuing along the western right-of-way along a curve having a bearing of South 30 deg. 27 min. 51 sec. West, radius of 577.26 feet, cord length of 212.70 feet, a distance of 213.93 feet to an iron pin, the BEGINNING POINT, all as shown by the final plat of Bethany Springs dated July 22, 2004, prepared by Ned D. Ferguson, registered land surveyor, and of record at instrument no. 200409010019011 in the Register's Office for Knox County, Tennessee, to which specific reference is here made.

BEING a portion of the property which was conveyed to Disney Properties of Tennessee, Inc., by Deed of record at instrument no. 200405110104059 in the Register's Office for Knox County, Tennessee.