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AMENDMENT TO THE MASTER DEED FOR WESTCLIFF CONDOMINIUM

THIS AMENDMENT TO THE MASTER DEED FOR WESTLIFF CONDOMINIUM ("Amended Master Deed") is made this 14 day of May, 2026, by approval of the Westcliff Homeowners Association, Inc. ("HOA").

WITNESSETH:

WHEREAS, the HOA and/or its members are the legal title holders of the real estate located in the City of Knoxville, County of Knox, State of Tennessee, and being more particularly described in Exhibit A to the Master Deed of record with the Knox County Register's office as Instrument Number 198108190012956, or Book 1740, page 735 ("Original Master Deed"), with attachments thereto (the "Land"); and

WHEREAS, by the filing of this Amended Master Deed the HOA and its members hereby continue to submit the Land together with all buildings, structures, improvements and other permanent fixtures thereon and all rights, easements, privileges and appurtenances belonging thereto (the "Property") to the provisions of the Horizontal Property Act of the State of Tennessee with respect to the Property; and for the purpose of creating condominium ownership with respect to the Property; and

NOW, THEREFORE, the HOA and its members hereby submit the Property to the provisions of the Horizontal Property Act of the State of Tennessee, and hereby declare that the Property and all parts thereof shall continue to be held, sold, encumbered, occupied, and conveyed subject to the terms of this Amended Master Deed and to the easement, restrictions, covenants, and conditions hereinafter set forth which are for the purpose of continuing an established plan of condominium ownership in the Property and which shall continue to run with the land and be binding upon the HOA and its members, successors, assigns, and all persons now or hereafter owning or acquiring an interest in the Property.

1. Definitions. As used in this Amended Master Deed, the following words and phrases shall have the meanings hereinafter set forth unless the context clearly requires a different meaning:

(a) "Horizontal Property Act" means the Horizontal Property Act of the State of Tennessee as set forth in Chapter 27 of Title 64, Tennessee Code Annotated, as the same may from time to time be amended.

(b) "Condominium Project" means the Land, the Building and other improvements located thereon and the easements and appurtenances related thereto, all of which have, by the recording of the Master Deed, been submitted to the Horizontal Property Act.

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(c) "Apartment" means each of the residential dwellings as more particularly described in the Master Deed and any amendments thereto.

(d) "Person" means one or more individuals, corporations, partnerships, associations, trusts or other legal entities capable of holding title to real property.

(e) "Owner" means the person who is the record owner of an Apartment. The term "Owner" shall exclude any person having an interest in an Apartment merely as security for the performance of an obligation.

(f) "Building" means the 3-story multi-apartment building located on the Land.

(g) "Association" shall mean Westcliff Homeowners Association, Inc., a Tennessee corporation not established for profit, which shall constitute the Council of Owners as defined in the Horizontal Property Act.

(h) "Bylaws" means the Bylaws of the Association attached to this Master Deed as Exhibit B as the same may from time to time be amended. The Bylaws and any Amendment thereto are incorporated herein by reference as though fully set out and are binding upon all Owners, their successors, assigns, lessees, and heirs.

(i) "Board of Directors" means the Board of Directors of the Association.

(j) "Rules and Regulations" means the rules and regulations from time to time adopted by the Board of Directors of the Association pursuant to the Bylaws and recorded with the Knox County, Tennessee Register of Deeds.

(k) "Common Elements" means all parts of the Condominium Project except the Apartments as herein defined.

(l) "General Common Elements" means all of the Common Elements other than the Limited Common Elements, and as more particularly described in paragraph 6 herein.

(m) "Limited Common Elements" means those portions of the General Common Elements which are reserved for use by a certain Apartment or Apartments to the exclusion of other Apartments, and as more particularly described in paragraph 7 herein.

(n) "Common Expenses" shall mean and include (i) all sums lawfully assessed against the Owners by the Association; (ii) all insurance premiums other than insurance obtained by an Owners; (iii) expenses of administration, maintenance, repair, and/or replacements of the General

Common Elements and reasonable reserves relating thereto; and (iv) expenses declared to be Common Expenses by the Horizontal Property Act, by this Amended Master Deed and all amendments thereto, or by the Bylaws.

(o) "Land" shall mean the Land and Easements described in Exhibits A and E respectively attached to the Original Master Deed which are incorporated by reference herein as though fully set out.

(p) "Plat" means the Plat attached to the Original Master Deed as Exhibit C containing 2 pages and consisting of the "as built" plat of the Condominium Project, as shown on lot 1 on said plat.

(q) "First Mortgagees" shall mean the owners and holders of the promissory notes secured by any first lien deed of trust and mortgage on an Apartment.

2. Name. The name of the Condominium Project shall be Westcliff Condominium.

3. Description of Building. The Building which contains 76 Apartments and forms a part of the Condominium Project is three (3) stories in height and contains approximately 45,900 square feet in area. The Building is designed with two "Y" shaped ends joined together to form four wings connected with the center section. The main lobby is situated on the east side of the Building at grade level. The Building has an arched colonnade appearance. The arch at the roof line is plywood. The arch above grade level is cosmetic face work. The Building has masonry bearing walls and concrete floor construction with brick veneer exterior. The footings are continuous reinforced concrete below all exterior and masonry load bearing walls. All walls below grade level are on concrete masonry block constructed on the continuous concrete footings. The exterior walls are masonry bearing concrete block with 4-inch brick veneer. The masonry blocks are 12 inches at ground level, 10 inches above the second floor and 8 inches above the third floor. The interior surface is painted taped-joint finish on ½-inch gypsum board attached to 3/4 -inch metal strips. Exterior painted plywood is attached to ¾-inch metal strips. Exterior painted plywood is attached to brick veneer as horizontal fascia at the second floor level and roof line around the Building. The separation of apartments and corridors is accomplished by masonry walls throughout the Building except for the third level where the separation is accomplished by wood studs. All stairs are enclosed in separate stairwells and are constructed using reinforced concrete. The roof is built up roof with ½-inch plywood sheathing supported with 2x10 wood joists 6/16 inches on center. Roof drainage is provided by scuppers and downspouts. There are two elevators serving the building. One elevator is located at the east end and one is located at the west end where the wing corridors join the center portion of the Building.

4. Description of Apartments. There are four types of Apartments located within the Condominium.

(a) Types of Apartments. There are four types of Apartments located within the Condominium as follows:

(1) Type A is an efficiency type of Apartment consisting of approximately 533 square feet and containing a foyer, living room/kitchen combination and dressing room and bath.

(2) Type F contains approximately 1,232 square feet and consists of a living room/dining room combination, kitchen, two bedrooms, a hallway, two full baths, and entranceway and dressing room.

(3) Type G contains approximately 1,432 square feet and consists of a living room/dining room combination, an entryway and foyer, a kitchen, two bedrooms, two full baths and a dressing room.

(4) Type H contains approximately 1,818 square feet and consists of an entryway and foyer, living room/dining room combination, hallway, kitchen, three bedrooms, two full baths and dressing room.

(b) Physical Layout. The Building comprising the Condominium contains a total of 76 apartments as follows:

APARTMENT NO.	TYPE OF APARTMENT	APPROXIMATE SQUARE FOOTAGE
1120	H	1,818
1121	H	1,818
1201	H	1,818
1205	H	1,818
1219	H	1,818
1223	H	1,818
1301	H	1,818
1305	H	1,818
1319	H	1,818
1323	H	1,818

APARTMENT NO.	TYPE OF APARTMENT	APPROXIMATE SQUARE FOOTAGE
1101	F	1,232

1102	F	1,232
1103	F	1,232
1104	F	1,232
1105	F	1,232
1106	F	1,232
1107	F	1,232
1108	F	1,232
1109	F	1,232
1110	F	1,232
1111	F	1,232
1112	F	1,232
1113	F	1,232
1114	F	1,232
1115	F	1,232
1116	F	1,232
1117	F	1,232
1118	F	1,232
1119	F	1,232
1122	F	1,232
1123	F	1,232
1124	F	1,232
1202	F	1,232
1203	F	1,232
1206	F	1,232
1207	F	1,232
1208	F	1,232
1210	F	1,232

1211	F	1,232
1212	F	1,232
1213	F	1,232
1214	F	1,232
1215	F	1,232
1216	F	1,232
1217	F	1,232
1220	F	1,232
1221	F	1,232
1224	F	1,232
1225	F	1,232
1226	F	1,232
1302	F	1,232
1303	F	1,232
1306	F	1,232

APARTMENT NO.	TYPE OF APARTMENT	APPROXIMATE SQUARE FOOTAGE
1307	F	1,232
1308	F	1,232
1310	F	1,232
1311	F	1,232
1312	F	1,232
1314	F	1,232
1315	F	1,232
1316	F	1,232
1317	F	1,232
1320	F	1,232
1321	F	1,232

1324	F	1,232
1325	F	1,232
1326	F	1,232
1204	G	1,432
1218	G	1,432
1304	G	1,432
1318	G	1,432
1209	A	533
1222	A	533
1309	A	533
1322	A	533

There are 76 Apartments located in the Condominium Project. Each Apartment is designated and identified as shown on the Plat by reference to the numerical identification number for each Apartment as shown on the Plat.

The location of each Apartment within the Building, the type of Apartment, the approximate square foot area of each Apartment, and other information necessary for the proper identification of each Apartment are set forth in the Plat.

Each Apartment has direct access to a hallway or corridor which constitutes part of the General Common Elements of the Condominium Project. The location of the Apartments, their size, their percentage interest in the common elements and their relation thereto are shown in Exhibit D which is attached hereto and incorporated by reference herein as though fully set out.

5. Dimensions of Apartments. Each Apartment consists of the space measured horizontally from the unexposed surfaces of the wallboard of the perimeter walls enclosing such Apartment and the space measured vertically from the unfinished surface of the flooring material (other than carpeting) of the lower most floor of such Apartment to the unfinished surface of the uppermost ceiling of such Apartment. There shall be included within each Apartment: (a) the front entrance door, (b) the rear entrance door, (c) all windows in the Apartment, (d) the interior ceilings and flooring, (e) the front porch lights, (f) all interior partitioning, fixtures, and other improvements (including, without limitation, sinks, bathtubs and other plumbing facilities and refrigerators, ovens, and other appliances) located within each Apartment, (g) any flues, ducts, conduits, wires or other apparatus located totally within such Apartment and serving such Apartment or located partially within and partially outside of the boundaries of such Apartment but serving only that Apartment. Each Apartment is served by a separate heating and air-conditioning system and by a

separate hot water heater which shall be considered as part of the Apartment, and the Owner of such Apartment shall be responsible at the sole expense of such Owner, for repairing, maintaining and replacing all portions of the heating and air-conditioning system and the hot water heater. There shall be excluded from any Apartment any portion of any flues, ducts, conduits, wires or other apparatus located within an Apartment but serving more than one Apartment or serving the General Common Elements. There shall also be excluded from any Apartment any load bearing columns or weight supporting interior walls.

Each Owner shall have the right at any time to install, at Owner's sole cost and expense such decorations fixtures and coverings (including, without limitation, painting finishing, wallpaper, and carpeting) to the interior surfaces of the walls, ceilings, and floors of the Apartment; provided, however, that no Owner may make structural changes (including, but not limited to changes to the concrete floors or any other General Common Elements), nor any changes to the plumbing that may materially affect or alter the General Common Elements (including but not limited to water supply lines, drainage and sewer for gray and wastewater), alternations to the General Common Elements related to use laundry equipment (including, but not limited to, gas piping, water supply lines, exhaust, drainage, and/or ventilation ports) nor A/C and heating or their related General Common Elements nor any alteration to the exterior of an Apartment (including, but not limited to, doors, patio doors, and windows) or the General Common Elements generally as defined and contemplated by this Amended Master Deed with the prior written consent of the Board of Directors.

The addition of any approved steps, ladders, and/or ramps, to the exterior of an Apartment by the Owner shall be the responsibility of the Owner to construct, install, maintain, replace, and repair, and shall not thereafter become the responsibility of the HOA to do so.

6. General Common Elements. The General Common Elements shall consist of all the Property (including all parts of the Building other than the Apartment and Limited Common Elements) including, but not limited to, the following: (a) the Land, (b) all foundations, load bearing walls, columns, girders, beams, supports and other structural members, (c) all roofs, exterior building walls and all walls and partitioning separating Apartments (except for those portions of any such exterior walls and partitioning which are included within an Apartment), (d) all laundry rooms and the appliances located therein, (e) all meeting rooms, (f) all elevators, elevator shafts and related equipment, (g) the HOA office, (h) all parking and driveway areas, sidewalks and common walkways, (i) the swimming pool and other related recreational facilities and equipment located on the Condominium Project, (j) all installations, apparatus, and equipment designed and intended for providing common services to the Condominium Project such as telephone, electricity, gas, water, plumbing, sewer and trash removal and all apparatus and equipment used in connection therewith, including, but not limited to, all tanks, motors, pumps,

fans, cables, antennas, conduits, flues, ducts, plumbing, wiring and storm drain facilities except for such apparatus and equipment as are included as part of an Apartment, (k) the outdoor grills, (l) all yards, shrubs, and landscaping, (m) easements for access, maintenance, repair, reconstruction, replacement of the General Common Elements and, where applicable, Limited Common Elements, and for all other services necessary or convenient to the existence, safety and use of the Condominium Project.

7. Limited Common Elements. The Limited Common Elements consist of those Common Elements serving a certain Apartment or Apartments to the exclusion of other Apartments and shall include but not be limited to, as an appurtenance to each Apartment, the patio located at grade level with respect to all Apartments located on the first floor of the Building and the balcony located adjacent to each Apartment on each floor of the Building other than the first floor. The Limited Common Elements shall also include, a storage cubicle located in one of the storage rooms of the Building. A storage cubicle will be assigned to each Apartment by the HOA Board of Directors of the Association. The trash chutes located on the second and third floors of the Building shall serve as Limited Common Areas for the Apartments located on such floors. The Limited Common Elements are more fully designated and described on the Plat. Each Owner is hereby granted an exclusive irrevocable license to use, occupy, and enjoy the limited Common Elements associated with and/or assigned to such Owner's Apartment subject to the rights of other persons entitled to use the same to this Amended Master Deed, the Bylaws, and the Rules and Regulations adopted by the HOA, all as may be amended from time to time.

8. Property Rights.

(a) Ownership of Apartments. Each Apartment shall constitute a separate parcel of real estate, and the Owner of each Apartment shall be entitled to the exclusive ownership and possession of the Apartment subject only to the provisions of the Horizontal Property Act, this Amended Master Deed, the Bylaws, and the Rules and Regulations of the Association.

(b) Undivided Interest in General Common Elements. Each Owner shall own, in addition to the Apartment, an undivided interest as tenant in common with the other Owners in the General Common Elements. Such undivided percentage interest shall be appurtenant to and cannot be separated from the ownership of the Apartment to which it relates and shall be automatically conveyed or encumbered with the Apartment even though such interest may not expressly set forth in the deed. The percentage undivided interest in the General Common Elements, which is appurtenant to each Apartment, is set forth in Exhibit D attached hereto and made a part hereof.

The percentage undivided interest appurtenant to each Apartment in the General Common Elements has been determined by HOA on the basis of the approximate ratio that the approximate square footage of each Apartment bears to the approximate aggregate square footage of all Apartments, and such determination shall be conclusive and binding on all persons. The percentage undivided interest of each Owner as hereinabove set forth is fixed and permanent in character and

cannot be altered without consent of all Owners expressed in a duly recorded amendment to this Amended Master Deed.

(c) Leasing;

(1) A lease shall not be shorter than twelve (12) months.

(2) A lease can only be made with a person or persons constituting a single-family unit who will be using the Apartment for single-family residential purposes.

(3) Any Apartment Owner who desires to lease the Apartment to any person shall first obtain from the proposed lessee a written offer setting forth all the terms and conditions of said proposed lease. The Apartment Owner shall then provide written notice to the HOA Board of Directors of the intent to lease the Apartment, providing therewith a copy of the written proposed lease terms and conditions.

(4) The HOA shall have the first right and option to lease such Apartment (or to cause the same to be leased by any HOA designee or assignee, corporate or otherwise) upon the same terms and conditions as stated in the aforesaid notice received by the HOA. The HOA shall give written notice to the Apartment Owner, within twenty (20) days of receipt of the Owner's notice, of its election to lease the Apartment or to cause the same to be leased, which lease shall be upon the same terms as the Apartment Owner's proposed lease. Failure of the HOA to act on the Apartment Owner's notice of proposed lease within twenty (20) days of receipt of the notice shall constitute a waiver of said right by the HOA.

9. Use and Occupancy Restrictions. Each Apartment and the Condominium Project shall be owned, held, encumbered, occupied, and conveyed subject to the provisions of this Amended Master Deed, the Bylaws, and the HOA Rules and Regulations, all as the same may be amended from time to time, and to the following restrictive covenants and conditions which shall run with each Apartment and with the Condominium Project and shall be binding on all Owners having or acquiring an interest in the Apartments and the Condominium Project. Owners in violation shall be responsible for any and all costs associated with enforcing the following restrictive covenants including any litigation costs and attorney fees. In the event of any action, suit, or proceeding brought by the HOA or any Owner to enforce or interpret the provisions of the Amendment Master Deed, the Bylaws, or the Rules and Regulations, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney fees and costs incurred. If the HOA is the prevailing party, all such fees and costs shall be deemed a Special Assessment against the applicable Owner's Apartment, secured by a lien against said Apartment, and collectible in the same manner as any other assessment provided for herein.

(a) Residential Use. The Apartments shall be used for single-family residential purposes only.

(b) Parking. Each Apartment shall be assigned one parking space available strictly to the Apartment Owner or the Owner's invitee.

(a) Animals. No animals, including but not limited to dogs, cats, birds, mice, livestock or poultry of any kind shall be raised, bred, or kept in any Apartments or in the Common Elements.

No animals shall be kept, bred or maintained for any commercial purpose. Notwithstanding any provision of this Master Deed or any Rules and Regulations to the contrary, service animals and assistance animals, including emotional support animals, required by a person with a disability under the Fair Housing Act or other applicable Tennessee law, shall not be considered pets, and shall not be subject to pet fees, deposits, breed or size restrictions. The HOA may require only such documentation as permitted by law to consider all requests for accommodation in a prompt, consistent and confidential manner. Pets are subject to the Rules and Regulations adopted by the HOA. No animals shall be permitted to run at large and all Owners shall abide by local leash laws. The Owner or occupant keeping any animal shall be fully responsible for the animal's actions, for immediate removal of all animal waste, and for the cost of repair of any damage caused by the animal to the Common Elements or any Apartment. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the HOA. The Board may adopt and enforce additional reasonable rules concerning animals consistent with this Section and applicable law.

(d) Nuisances. No noxious, offensive, or unlawful activities shall be conducted in any Apartment or in the General Common Elements nor shall anything be done therein which may become an annoyance or nuisance or cause harm to any other Owner. Any Owner causing a nuisance shall receive a written notice and failure to remedy the nuisance will result in any and all penalties as defined under the Bylaws.

(e) Prohibition Against Subdivision. No Apartment may be subdivided except by an amendment to the Master Deed duly executed by all of the Owners in accordance with the provisions of the Master Deed.

(f) Signs. Except for signs erected by HOA or its agents, no sign of any kind shall be displayed to the public view from any Apartment or from the General Common Elements without the prior written consent of the HOA.

(g) Modifications and Alterations to General Common Elements. Except for alterations or modifications made by HOA, no Owner shall make any alterations or modifications to the General Common Elements without the prior written consent of the Association.

10. Right to Alter Apartment and Remove Separation Walls of Adjacent Apartments. Each Owner shall have the right at any time to install at such Owner's sole cost and expense such decorations, fixtures and coverings (including without limitation painting, finishing, wallpapering and carpeting to the interior surfaces of the walls, ceilings and floors of the Apartments, and each Owner shall have the right to make such alterations in the interior of an Apartment, including the

right to change the interior layout by partition or otherwise, as such Owner may from time to time deem desirable; provided, however, that no Owner except the HOA shall be entitled to do anything to the exterior of an Apartment or to the Common Elements (including any portion thereof located within an Apartment) without the prior written consent of the Board of Directors of the HOA and provided, further, that no Owner shall take any action with respect to his Apartment which disturbs the rights of other Owners or jeopardizes the structural soundness or safety of the Condominium Project.

If an Owner acquires an adjoining Apartment, such Owner shall have the right, subject to the terms of this paragraph, not-withstanding anything herein to the contrary, to remove all or any part of the common area walls separating such adjacent Apartment to create doorways or other apertures therein; provided, however, no removal or alteration shall be undertaken which would endanger the structural integrity or soundness of the Building and provided, further, that prior to the closing of a sale or transfer of any such adjoining Apartment to any third party the common area walls or portions thereof so removed and altered shall be replaced or restored to their original condition unless the third party purchaser or transferee executes a written waiver of his right to replace or restoration and such written waiver is approved by the Board of Directors of the HOA.

The removal or alteration of any common area wall by the owner of an adjacent Apartment shall not alter or affect the undivided percentage interest appurtenant to each Apartment, and each Apartment shall for all purposes of this Amended Master Deed and the Bylaws of the HOA be considered as separate Apartments. Prior to removing any common area wall of adjoining Apartments, the owner of such adjoining Apartment shall obtain the written consent of the Board of Directors of the HOA.

11. Easements.

Each Owner is granted a non-exclusive, reciprocal easement to use all common pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any other Apartments and serving that Owner's Apartment, regardless of whether those elements contemplated herein are located within the boundaries of another Apartment; likewise, each Apartment is subject to a similar easement in favor of all other Owners, allowing shared utility lines serving their respective Apartment to run through any individual Owner's Apartment to ensure the continuous and uninterrupted delivery of essential services throughout the community.

(a) HOA hereby reserves right for itself and for the HOA or its Board of Directors and their duly appointed agents the right of access to each Apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the General Common Elements contained therein and elsewhere in any Building.

(b) Each Owner shall have an easement in common with all other Owners for ingress and egress through and for the use and enjoyment of all General Common Elements (excluding the Limited Common Elements) and the Limited Common Elements shall also be subject to easements of use and enjoyment and ingress and egress by all persons lawfully using or entitled to use the same including, without limitation, the HOA and HOA's agents, and employees, and the agents and employees of utility companies, in the performance of their duties.

(c) HOA hereby reserves for itself the right to hereafter grant easements for utility purposes for the benefit of the Condominium Project including the right to install, lay, maintain, repair, and replace water lines, pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits over, under, along, or on any portion of the General Common Elements.

(d) Each portion of an Apartment which contributes to the structural support of the Building, an Apartment or the General Common Elements shall be burdened with an easement of structural support for the benefit of the Building, the Apartment, and/or the General Common Elements.

12. Mutual Reciprocal Easements. A declaration of mutual reciprocal easements has been entered to by the HOA who is also the owner of Buildings 2 through 6 of the Westcliff Apartments and all land adjacent thereto. This Declaration is attached as Exhibit E to this Amended Master Deed and is incorporated by reference herein as though fully set out. The Declaration provides for among other things, a nonexclusive easement for access from Lyons View Drive to the subject property, an easement for existing water, sewer, and storm drainage facilities, and an easement for natural gas lines, telephone lines, and other utility services required for the use and operation of the Condominium. Each Apartment and the Condominium Project shall be owned, held encumbered, occupied and conveyed subject to the provisions of the Declaration of Mutal Reciprocal Easements and the easements shall run with the land and with the Condominium Project and shall be binding on all Owners having or acquiring an interest in an Apartment.

13. Encumbrances.

(a) Utility Easements. The land is subject to various utility easements and rights of way. These easements and rights of way include easements for telephone, electric, sewer and water pipes, wires and service lines. In addition, the HOA has reserved the right in the future to lay and place similar lines within the land and to grant additional utility easements.

(b) Encumbrances on Title. The encumbrances on the title to the Land are attached in Exhibit E to the Original Master Deed.

14. Encroachments. If any portion of the General Common Elements (including the Limited Common Elements) now encroaches upon any Apartment or if any Apartment now encroaches upon any other Apartment or upon any portion of the General Common Elements (including the Limited Common Elements) as a result of the construction of any Building or if any such encroachment shall occur after the recordation of this Amended Master Deed as a result of settling or shifting of the Building, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Building shall stand. In the event the Building, an Apartment, the General Common Elements, or the Limited Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the General Common Elements upon any Apartment or of any Apartment upon any other Apartment, or upon any portion of the General Common Elements (including the Limited Common Elements), due to such rebuilding shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Building shall stand.

15. Management of Condominium Project. The management, operation, and administration of the Condominium Project shall be performed by the HOA. Membership in the HOA shall be limited to and consist of all Owners. Every Owner shall automatically be a member of the HOA. Membership in the HOA shall be required and become appurtenant to and may not be separated from apartment ownership. The HOA has the authority to engage a professional managing agent or firm to perform services related to the management, operation, and administration of the Condominium Project. The HOA shall procure and maintain insurance on the Condominium Project as provided in the Bylaws. The HOA shall assess the Owners for their prorata share of the Common Expenses as set forth in the Bylaws, and the prorata share of such Common Expenses shall constitute the personal obligation of each Owner and shall also constitute a lien on each Apartment, which lien shall be enforceable by the HOA in the manner set forth in the Bylaws. The HOA is authorized to adopt rules and regulations pertaining to the use of the general Common Elements by the Owners and other persons entitled to use the same.

16. Termination. This Condominium may be terminated and the Property removed from the provisions of the Horizontal Property Act and the horizontal property regime under the circumstances and in the manner hereinafter set forth:

(a) By Agreement of Owners. This Condominium may be terminated and the Condominium Project removed from the provisions of the Horizontal Property Act and the horizontal property regime by a duly recorded instrument to that effect executed by all of the Owners, provided that all First Mortgagees consent thereto or agree, in either case, by instrument duly recorded, that their liens be transferred to the undivided interest of the Owners who shall own

the Property, as tenants in common, following such termination in the percentages set forth in Exhibit D.

(b) By Failure to Reconstruct After Fire or Other Casualty. In the event it is determined in the manner provided in the Bylaws that the Condominium Project shall not be repaired or reconstructed after fire or other casualty, the Condominium will be terminated and the Condominium Property removed from the provisions of the Horizontal Property Act and the horizontal property regime. A determination not to repair or reconstruct after fire or other casualty shall be evidenced by a certificate of the HOA certifying as to the facts affecting the termination, and such certificate shall become effective upon being duly recorded in the Office of the Register of Deeds, Knox County, Tennessee.

17. Amendment to Master Deed. Subjection to the provisions of Section 18 hereof and Section 19 of the Bylaws, this Amended Master Deed may be amended by the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. Notwithstanding anything herein to the contrary, and subject to any limitations imposed by the Horizontal Property Act and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or other governmental or quasi-governmental agency insuring or involved in the making or purchasing of mortgage loans on any Apartment.

18. First Mortgage and Owner Approval. Except as provided by statue or in case of or substantial loss to the Condominium Project, unless at least seventy-five percent (75%) of the First Mortgagees (based upon one (1) vote for each first mortgage owned) and Owners have given their prior written approval, the HOA shall not be entitled to (a) by act or omission seek to abandon or terminate the Condominium Project, (b) change the prorata interest or obligations of any Apartment for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the prorata share of ownership of each Condominium Apartment in the common Elements or (c) partition or subdivide any Apartment, (d) by act or-omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this loss), or (e) use hazard insurance proceeds for losses to any Condominium Project (whether to Apartments or General Common Elements) for other than the repair, replacement or reconstruction of such Condominium Project.

The foregoing provisions shall not be deemed in any way to limit the rights a particular Owner and his or her First Mortgagee may have with respect to matters affecting such Apartment.

19. Partition. So long as the Condominium Project remains subject to the provisions of the Horizonal Property Act, the General Common Elements shall remain undivided, and the Owners hereby waive any right that they might otherwise have to require or compel a partition of the General Common Elements or a sale of the General Common Elements in lieu thereof.

20. Personal Property. The Board of Directors may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in such personal property shall be held by the Owners in their undivided interest in the General Common Elements, and such ownership shall not be transferrable except with the transfer of the title to any Apartment. The transfer of the title to an Apartment shall vest in the transferee ownership of the transferor's beneficial interest in such personal property.

21. Partial Invalidity. The invalidity of any of the provisions of this Amended Master Deed shall not be deemed to impair or affect in any manner the validity and enforceability of any other provision of this Amended Master Deed; and in the event one or more of the provisions of this Amended Master Deed are declared to be invalid or unenforceable, all of the other provisions of this Amended Master Deed shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein.

22. Waiver. No provision of this Amended Master Deed shall be considered waived or canceled simply because it was not previously enforced, regardless of the frequency of past violations. The HOA reserves the right to pursue enforcement of all regulations.

23. Paragraph Heading. Paragraph headings have been inserted for convenience of reference only and in no way define, limit, or describe the scope of this Amended Master Deed or the provisions of the particular paragraphs to which they refer.

24. Governing Law. This Amended Master Deed and the Bylaws, and amendments thereto, shall be governed by and construed in accordance with the laws of the State of Tennessee.

25. Charter of Incorporation. The Charter for the incorporation of the Westcliff Homeowners Association, Inc. has been completed and filed with the Tennessee Secretary of State. The Charter has been recorded at the Knox County Courthouse, Knoxville, Tennessee. The Charter is attached to the Original Master Deed as Exhibit G and is incorporated by reference hereto as though fully set out.

APPROVED this 14 day of May, 2026, by the Members of the Westcliff Homeowners Association, Inc. at a meeting noticed and held, in part, for the purpose of these Amendments.

Votes For 68.49% Votes Against 31.69%

President Secretary

STATE OF TENNESSEE)

COUNTY OF Knox)

Personally appeared before me, the undersigned Notary Public for said State and County, Jeff Ball **and** Kelly Brown with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence, to me known to be the person described in and who executed the foregoing instrument) and acknowledged that they executed the same for the purposes therein contained, and that the foregoing is true and correct to the best of her knowledge and belief.

This the 14 day of May, 2026.

ZACHARY OSBORNE STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

NOTARY PUBLIC

My Commission Expires: 8/29/2026