

This Instrument Prepared by:

Albert J. Harb, Attorney

918 State Street

Knoxville, Tennessee 37902 30058

~~AMENDMENT NO.~~AMENDMENT TO THE MASTER DEED OF WESTCLIFF CONDOMINIUMS

THIS AMENDMENT TO THE MASTER DEED is made this 16<sup>th</sup> day of September, 1981 by Residential Resource Group, Inc. (formerly A.D.C. Fairways Corporation) a Maryland Corporation (Developer). \$ 6.00

## W I T N E S S E T H:

WHEREAS, Developer has previously recorded the Master Deed establishing the WESTCLIFF CONDOMINIUMS in Deed Book 1740, Page 735 of the Register's Office for Knox County, Tennessee; and

WHEREAS, the Developer has previously amended the Master Deed of WESTCLIFF CONDOMINIUMS by Amendment recorded in Deed Book 1741, Page 550 of the Register's Office for Knox County, Tennessee; and

WHEREAS, the Developer is now the Co-Owner of more than 75% of the apartments comprising WESTCLIFF CONDOMINIUMS, as those terms are defined in said Master Deed and amendments; and

WHEREAS, it has come to the Developer's attention that one apartment number, the type of apartment, the approximate square footage, and the approximate percentage interest in the Common Elements has been omitted from the Master Deed and the Exhibits; and

WHEREAS, the addition of the apartment number, the type of apartment, the approximate square footage, and the approximate percentage interest in the Common Elements will not in any way alter the pro rata interest or obligations of the rest of the apartments nor will it in any way violate the terms and provisions of the Master Deed and By-Laws;

NOW THEREFORE, pursuant to the provisions of Sections 17 and 18 of the Master Deed and Section 19 of the By-Laws, the Developer hereby amends said Master Deed as follows:

1. By adding to page 6 of the Master Deed at the end of the list of "APARTMENT NO." column, "TYPE OF APARTMENT" column, and "APPROXIMATE SQUARE FOOTAGE" column respectively the following:

1313

F

1,232

1743 nx 442

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2. By adding to Exhibit D PERCENTAGE UNDIVIDED INTEREST OF EACH APARTMENT INTEREST IN COMMON ELEMENTS at the end of the list of the "Apartment #" column, "Type of Apartment" column, "Approximate Square Footage" column, and the "Approximate Percentage Interest in Common Elements" column the following respectively:

1313 F 1,232 1.2634159

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

RESIDENTIAL RESOURCE GROUP, INC.

By: Thomas M. Farney  
Title: Vice-President



STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S

Before me, Katharine Clark of the state and county aforesaid, personally appeared Thomas M. Farney, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Residential Resource Group, Inc. (formerly A.D.C. Fairways Corp.), the within named bargainor, a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in ADELPHI, MD.,

PRINCE GEORGE'S COUNTY, this 16<sup>th</sup> day of September, 1981.

Katharine Clark  
Notary Public  
My Commission Expires 10/1/2021

NOTE BOOK  
STAMP

SEP 22 10 57 AM '81  
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SEE TB 2003-43 AMENDMENT

NOTE BOOK  
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209 PM '91

Prepared By:  
Westcliff Homeowners Assn.  
5709 Lyons View Drive  
Knoxville, Tennessee 37919  
INSTRUMENT NO. 038178

AMENDMENT TO MASTER DEED  
WESTCLIFF CONDOMINIUM

This AMENDMENT TO MASTER DEED is made as of the 25th day of May, 1987, by Westcliff Condominium Association, A Tennessee not-for-profit corporation (hereinafter the "Association"), and the undersigned owners of units in Westcliff Condominium (hereinafter the "Owners").

WITNESSETH:

WHEREAS, on August 19, 1981, Residential Resource Group, Inc. caused to be recorded in the office of the Register of Deeds of Knox County, Tennessee, at Deed Book 1740, page 735 et seq. a Master Deed Pursuant to the Horizontal Property Act (hereinafter the "Master Deed") establishing a horizontal property regime for certain property described therein known as Westcliff Condominium, and containing restrictions, protective covenants, and procedures pertaining to the said Westcliff Condominium, and

WHEREAS, the Association is the association formed pursuant to the Master Deed for the purpose of administering and operating the said Westcliff Condominium; and

WHEREAS, The Association and the Owners desire to amend the Master Deed as provided herein pursuant to Section 6.

NOW, THEREFORE, the undersigned declare as follows:

1. The aforesaid Master Deed Pursuant to the Horizontal Property Act is amended by deleting Section 6.2 thereof, and substituting in its place the following:

Number Term and Qualification. The initial Board of Directors shall consist of the three (3) individuals whose names are set forth in the Articles of Incorporation. The initial Board shall serve until the first annual membership meeting. From and after the first annual membership meeting, there shall be five (5) Directors. At the first annual membership meeting, if Developer has not conveyed to Co-Owners eighty percent (80%) of the 76 apartments comprising the Condominium Project, Developer shall appoint three (3) Directors for terms of five (5) years each, and the members shall elect two (2) Directors for terms of two (2) years each. Except for the initial Directors and Directors appointed by Developer, who need not be members of the Association, all Directors shall be members of the Association. At each subsequent annual membership meeting, the members shall elect sufficient Directors to fill the vacancies (if any) created by the expiration of the term of office of any retiring Director.

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All Directors elected after the first annual membership meeting shall serve two year terms. The Directors shall have staggered terms with three Directors to be elected in one year and two elected the following year. Directors may succeed themselves in office. This procedure will effectively insure that the Developer maintains control for at least five (5) years following the first annual membership meeting; however, at any time the Developer has conveyed to Apartment purchasers eighty percent (80%) of the Apartments comprising the Condominium Project then the membership by special meeting shall elect three (3) Directors to replace the Directors appointed whose appointment shall automatically terminate upon election of the replacements.

2. Except as amended as aforesaid, the Master Deed shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Association and the undersigned owners have executed this Amendment as of the date first above written.

WESTCLIFF CONDOMINIUM ASSOCIATION

By:

T. W. Aldridge  
T. W. Aldridge  
Director and President

By:

H. F. Billig  
H. F. Billig  
Director and Secretary/Treasurer

By:

L. K. Needham  
L. K. Needham  
Director

By:

J. G. Wallis  
J. G. Wallis  
Director and Vice President

By:

Joan Platsmier  
Joan Platsmier  
Director

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STATE OF TENNESSEE )  
COUNTY OF Knox )

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared T.W. Aldridge, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be Director and President of Westcliff Condominium Association, the within named bargainer, a not-for-profit corporation, and that (s)he, as such Director and President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Director and President.

Witness my hand and seal on this the 26<sup>th</sup> day of May, 1987.

George C. White  
Notary Public

My Commission Expires:

Dec. 20, 1988

STATE OF TENNESSEE )  
COUNTY OF Knox )

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared J.G. Wau, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be Director and Vice President of Westcliff Homeowners Association, the within named bargainer, a not-for-profit corporation, and that (s)he, as such Director and Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Director and Vice President.

Witness my hand and seal on this the 26<sup>th</sup> day of May, 1987.

George C. White  
Notary Public

My Commission Expires:

Dec. 20, 1988



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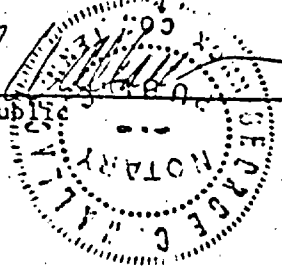
State of Tennessee )  
County of Meigs )

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared H. F. Bellis, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be Director and Treasurer of Westcliff Homeowners Association, the within named bargainor, a not-for-profit corporation, and that (s)he, as such Director and Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Director and Treasurer.

Witness my hand and seal on this the 26<sup>th</sup> day of May, 1987.

My Commission Expires:  
Dec. 20, 1988

George C. Bellis  
Notary Public



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INSTRUMENT

THIS INSTRUMENT WAS PREPARED BY

Louis Hafferbert, ATTY.

NAME

ADDRESS

**Westcliff Homeowners Association, Inc.****PROPOSED AMENDMENT #2**

The purpose of the following proposed amendment is to legalize an amendment made the 25th day of May, 1987, and recorded in Deed Book 1917, Page 0991, to increase the number of Directors from three (3) to five (5). W.B. 1740 p. 735

Section 6.2 Number, Term and Qualification. The initial Board of Directors shall consist of the three (3) individuals whose names are set forth in the Articles of Incorporation. The initial Board shall serve until the first annual membership meeting. From and after the first annual membership meeting, there shall be five (5) Directors. At the first annual membership meeting, if Developer has not conveyed to Co-Owners eighty percent (80%) of the 76 Apartments comprising the Condominium Project, Developer shall appoint three (3) Directors for terms of five (5) years each, and the members shall elect two (2) Directors for terms of two (2) years each. Except for the initial Directors and Directors appointed by the Developer, who need not be members of the Association, all Directors shall be members of the Association. At each subsequent annual membership meeting, the members shall elect sufficient Directors to fill the vacancies (if any) created by the expiration of the term of office of any retiring Director. All Directors elected after the first annual membership meeting shall serve two (2) year terms. The Directors shall have staggered terms with three (3) Directors to be elected in one year and two (2) elected the following year. Directors may succeed themselves in office.

63 FOR

1 AGAINST



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Signature *[Handwritten Signature]*

Unit Number

Date

BOOK 2003 PAGE 0043

*Approved and shown to before me this 14th day of May 1992*  
*[Handwritten Signature]*  
My commission expires Dec. 27, 1992

5709 LYONS VIEW DRIVE • KNOXVILLE, TENNESSEE 37919 • 615/588-9808

CLERK OF COURT  
REGISTER OF DEEDS  
KNOX COUNTY

Prepared by:  
DAVID J. POSS, Atty.  
1627 Polk Wright Lane  
Knoxville, TN 37919  
(615) 584-4416

AMENDMENT TO THE MASTER DEED  
OF  
WESTCLIFF CONDOMINIUM

This amendment is made and entered into on this the 11<sup>th</sup> day of March, 1992, by the Westcliff Homeowner's Association, Inc.

WHEREAS, there presently exists a condominium regime with Master Deed and Bylaws of record in Warranty Book 1740, page 735, in the Register's Office for Knox County, Tennessee. Pursuant to the terms and conditions of this Master Deed and Bylaws, said documents may be amended by the proper action of the homeowners who compose the Westcliff Homeowners Association, Inc. and pursuant to the requirements of those documents, said documents have been amended in order to change the Master Deed.

NOW, WHEREFORE, pursuant to the terms and conditions of the Master Deed and Bylaws for the Westcliff Condominiums of record in Warranty Book 1740, page 735, in the Register's Office for Knox County, Tennessee, said documents are hereby amended as follows:

1. The Master Deed of record in Warranty Book 1740, page 735, in the Register's Office for Knox County, Tennessee, is hereby amended to reflect changes as set forth as follows:

- a) Article 8 of the Master Deed is hereby amended to include Section 8(c)

Leasing.

Any unit owner who desires to lease his unit (or any lessee of any Unit wishing to assign his lease or sublease such unit) or any interest therein to any person shall first obtain from the proposed lessee or assignee a bona fide offer in writing, setting forth all the terms and conditions of said proposed transaction. During a period by the Association of each written notice, the Association shall have the first right and option to lease such unit (or to cause the same to be leased by any designee or assignee, corporate or otherwise, of the Association) upon the same terms and conditions as stated in the aforesaid notice received by the Association. If the Association shall give written notice to the unit

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Leasing (cont'd)

owner or lessor within said twenty (20) day period, of its election to lease the unit (or to cause the same to be leased) by its designee or assignee, shall be closed upon the same terms as such proposed lease.

If the Association shall give written notice to the lessor within said twenty (20) day period that it has elected not to exercise such option, or if the Association shall fail to give notice within said twenty (20) day period that it does or does not elect to lease as herein provided, then the proposed lease transaction as described and set forth in the notice to the Association may be completed.

- b) Article 9(b) as stated is hereby deleted and in its place said article shall now read as follows:

Animals.

"No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any apartment or in the common elements, except household pets other than dogs and cats. These pets would be subject to the Rules and Regulations adopted by the Association, which state the Association may exclude any kind of pet by type or category; no pets shall be kept, bred or maintained for any commercial purpose; and any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Association. Dogs or cats which are kept in apartments as of the date this Master Deed Amendment is recorded may be kept in the apartments subject to the terms of this paragraph, but once said dog or cat dies or is otherwise no longer kept in an apartment, the apartment owner owning said dog or cat may not replace it with another dog or cat."

2. All other provisions of the Master Deed and Bylaws not specifically changed in the following pages of this document remain in full force and effect as presently stated. In the event of any conflict between the original Master Deed or any prior amendments, these amendments to the Master Deed shall control.

In Witness Whereof, the Westcliff Homeowner's Association, Inc. (representing the affirmative vote of owners as required in the Master Deed, Section 17) has caused this instrument to be executed and its name to be signed hereto by its President and attested by its Secretary this the day and year first above written.

WESTCLIFF HOMEOWNER'S ASSOCIATION, INC.

BY: [Signature]

President

ATTEST: [Signature]

Secretary

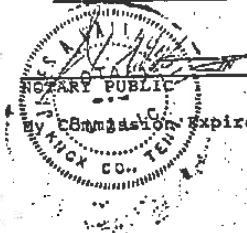
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STATE OF TENNESSEE  
COUNTY OF KNOX

Before me the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM SHAMBLIN with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the President of WESTCLIFF HOMEOWNER'S ASSOCIATION, INC. the within named bargainor, a corporation, and that he as such President being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as President.

Witness my hand and seal at office in Knoxville, this 11<sup>th</sup> day of MARCH, 1992.



Commission Expires: 11/26/94



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