

Exhibit A

Property Description
Lot 1
Westcliff

Situated in District five (5) of Knox County, Tennessee and within the 49th Ward of the City of Knoxville, Tennessee and being a certain tract or parcel of land lying and being situated on the Northern side of Lyons View Pike and being more particularly described as follows, to wit:

Beginning at an iron pin in the North ROW of Grandview Drive. Said iron pin being located 249 feet more or less Eastwardly from the intersection of the East ROW of Nichols Road with the North ROW of Grandview Drive.

Thence from said beginning point and leaving the ROW of Grandview Drive, North 21 deg. 51 min. West 449.65 feet to an iron pin;

Thence North 71 deg. 14 min. East 530.0 feet to an iron pin;

Thence South 25 deg. 17 min. 46 sec. East 640.16 feet to an iron pin with the ROW of Grandview Drive;

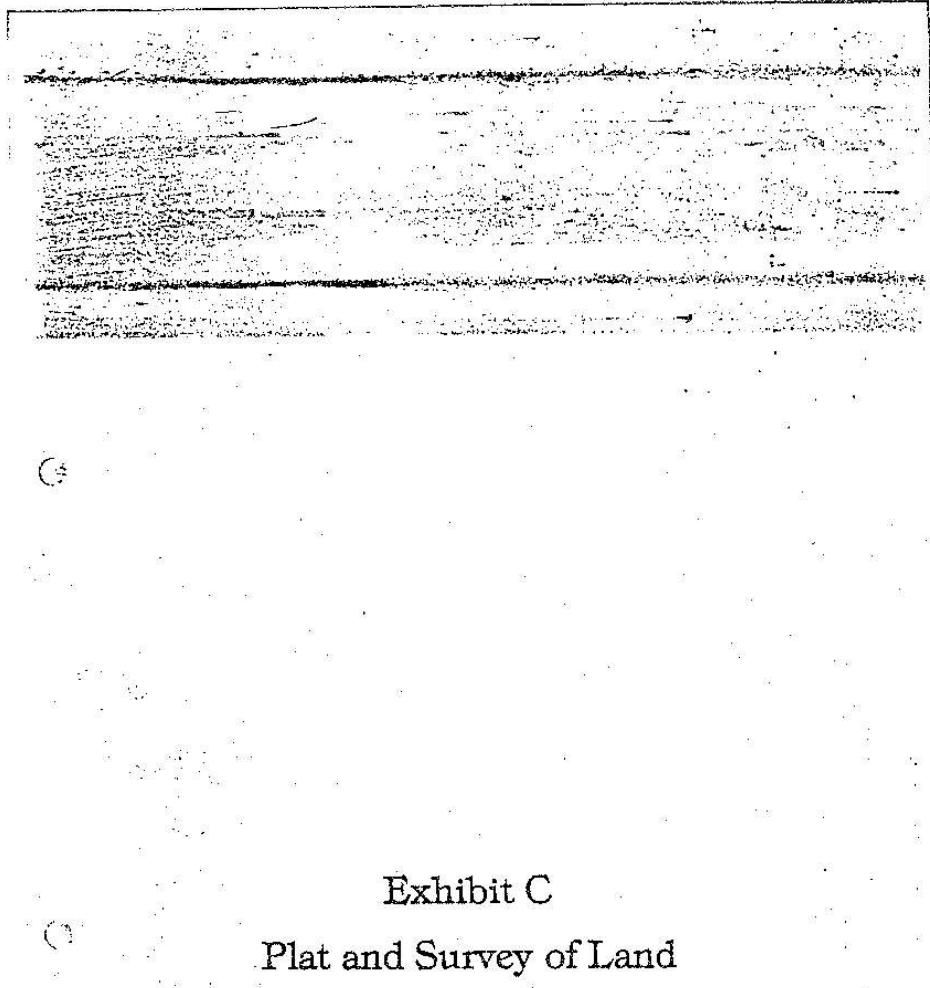
Thence with the ROW of Grandview Drive, South 89 deg. 09 min. West, 608.10 feet to an iron pin the point of beginning. And containing 6.80 Acres more or less.

Together with and subject to all appurtenant right title and interest in and to the rights and easements created by the Declaration of Mutual Reciprocal Easements made by Residential Resource Group, Inc. on the 1981 day of Aug 1981, 1981 by instrument recorded in Deed Book 1740, Page 735 in the Register's Office for Knox County, Tennessee.

Instr:1BB108190012956
Page: 21 of 92

Back File Automation

book 1740 PAGE 755

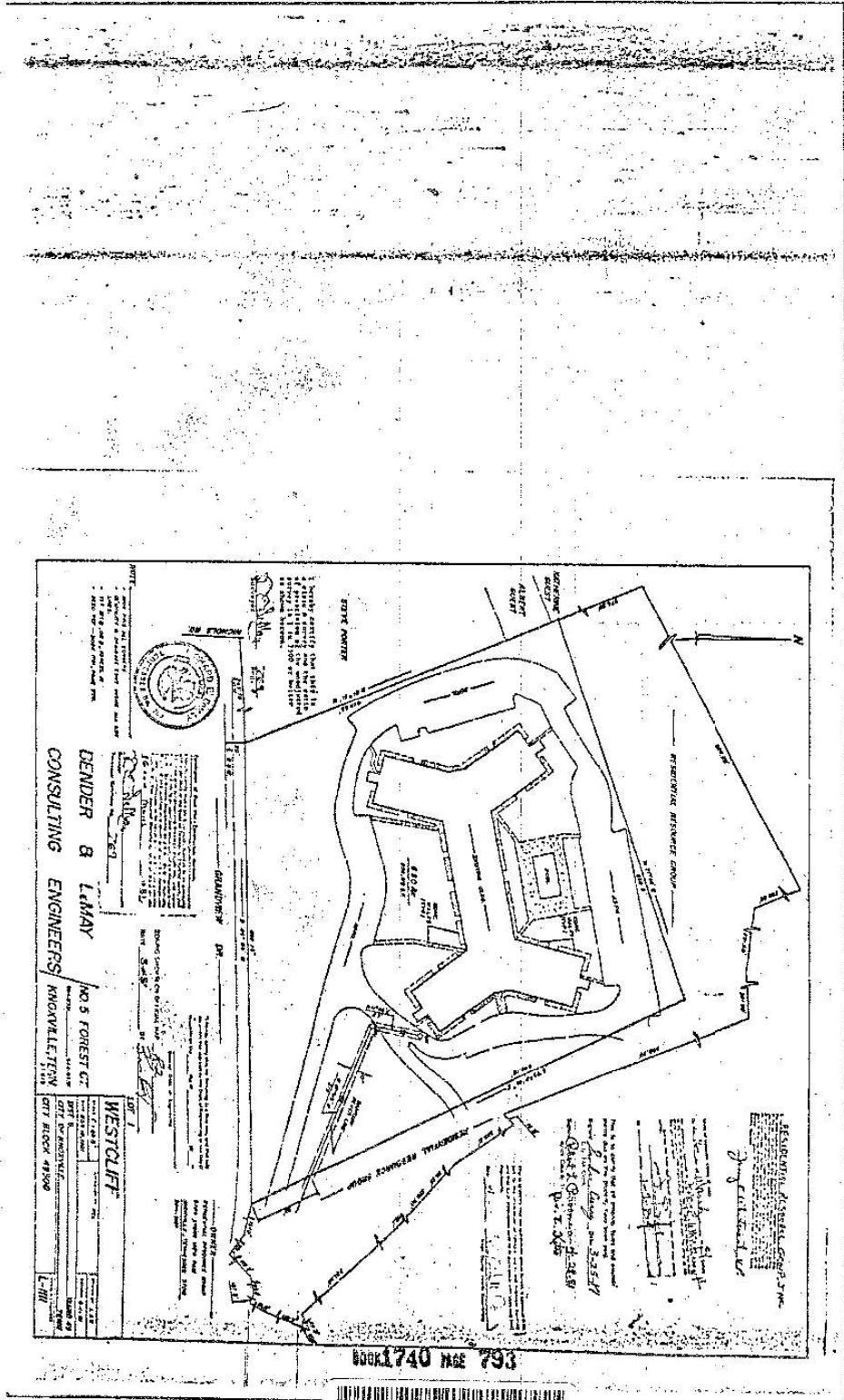


1740 PAGE 792



Instr:198108192012556
Page: 56 of 92

Back File Automation



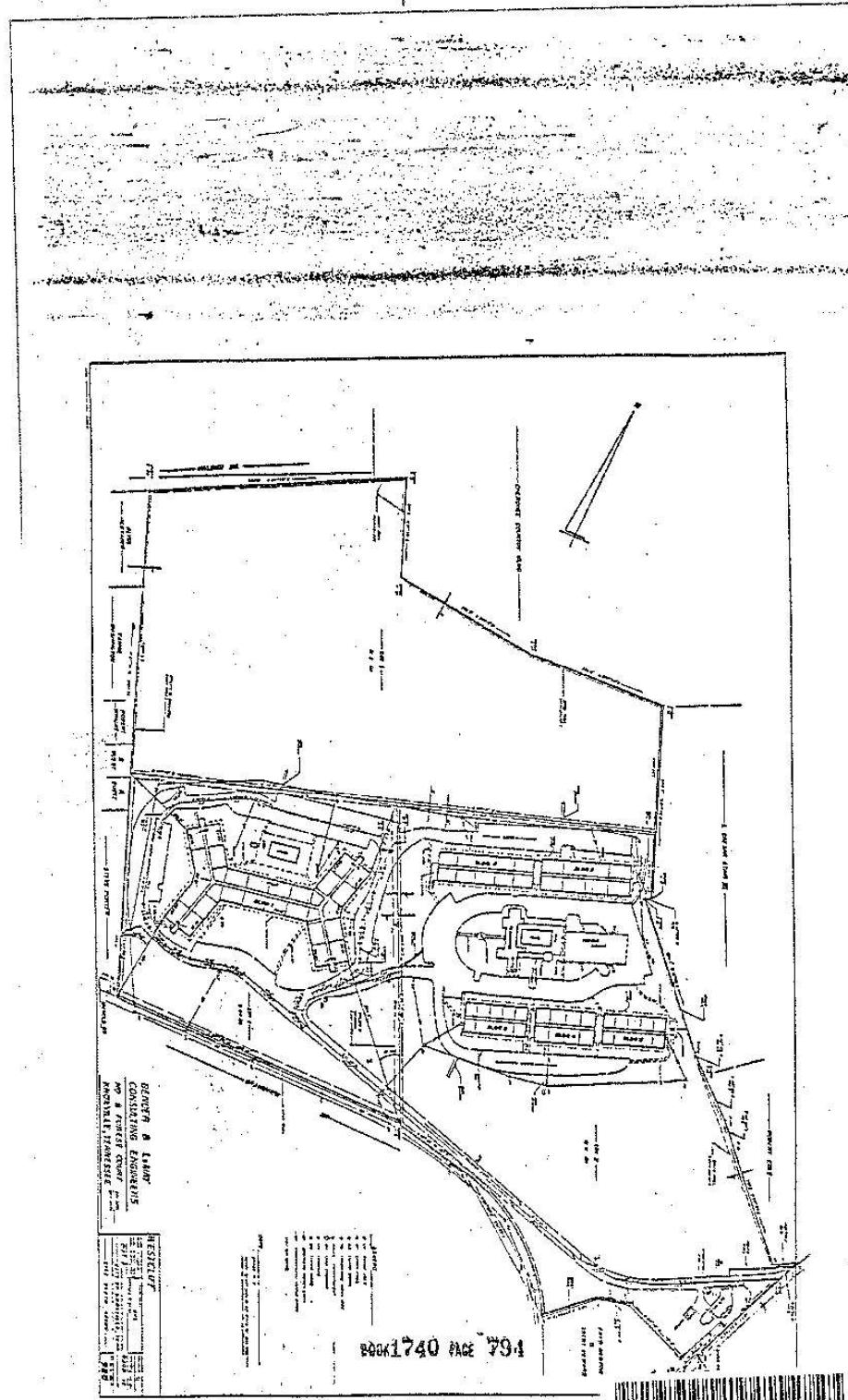


EXHIBIT A¹

PERCENTAGE UNDIVIDED INTEREST OF EACH APARTMENT INTEREST IN COMMON ELEMENTS

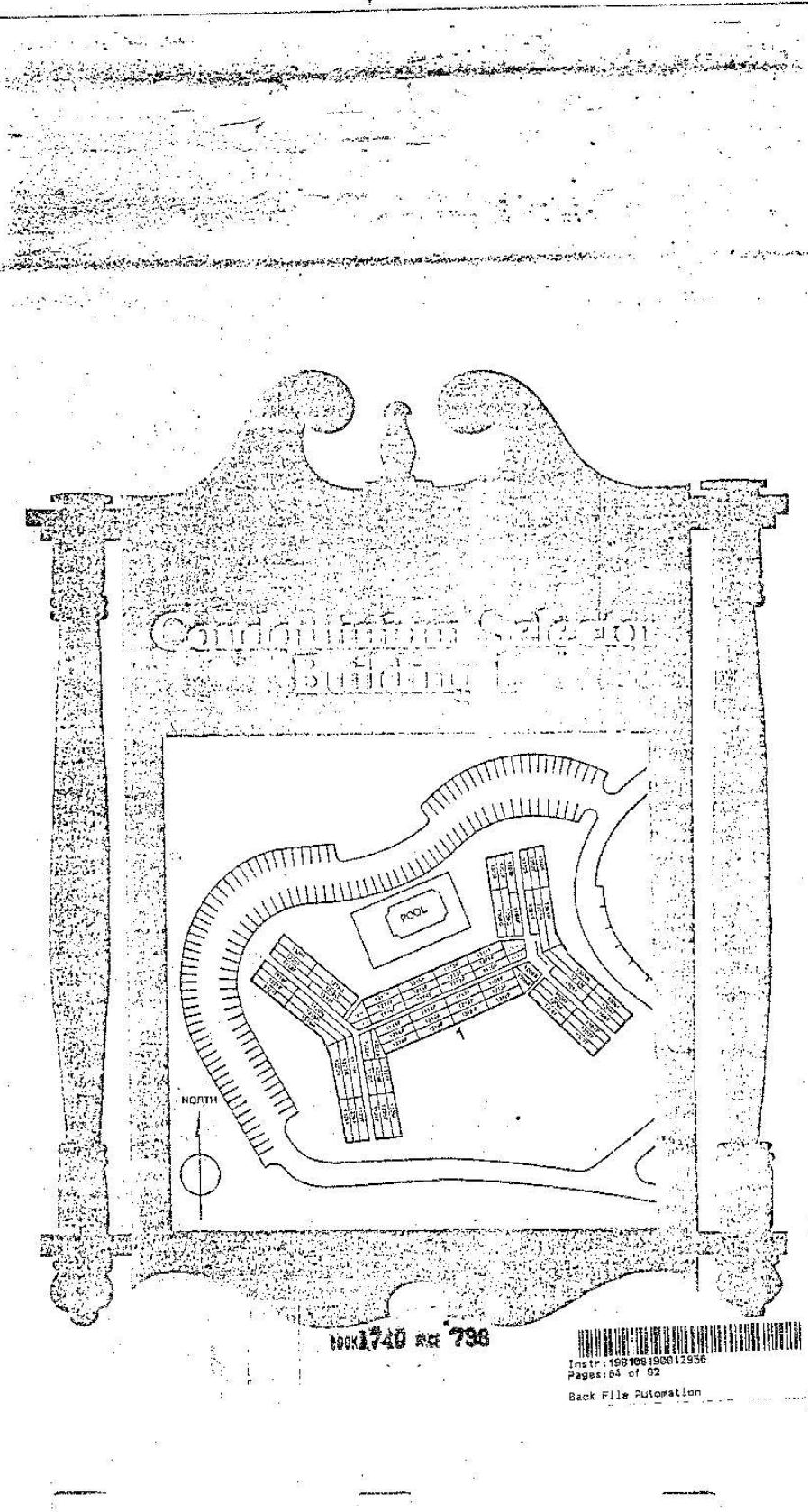
The following represents the percentage interest which each apartment has in the Common Elements of Westcliff Condominium:

<u>Apartment #</u>	<u>Type of Apartment</u>	<u>Approximate Square Footage</u>	<u>Percentage Interest in Common Elements</u>
1120	H	1.818	1.85
1121	H	1.818	1.85
1201	H	1.818	1.85
1205	H	1.818	1.85
1219	H	1.818	1.85
1223	H	1.818	1.85
1301	H	1.818	1.85
1305	H	1.818	1.85
1319	H	1.818	1.85
1323	H	1.818	1.85
1101	F	1.232	1.265
1102	F	1.232	1.265
1103	F	1.232	1.265
1104	F	1.232	1.265
1105	F	1.232	1.265
1106	F	1.232	1.265
1107	F	1.232	1.265
1108	F	1.232	1.265
1109	F	1.232	1.265
1110	F	1.232	1.265
1111	F	1.232	1.265
1112	F	1.232	1.265
1113	F	1.232	1.265
1114	F	1.232	1.265
1115	F	1.232	1.265
1116	F	1.232	1.265
1117	F	1.232	1.265
1118	F	1.232	1.265

¹ This Exhibit A was originally identified as Exhibit D to the Master Deed for Westcliff Condominium, recorded with the Knox County Register of Deeds in Book 1740, page 735.

1119	F	1.232	1.265
1122	F	1.232	1.265
1123	F	1.232	1.265
1124	F	1.232	1.265
1202	F	1.232	1.265
1203	F	1.232	1.265
1206	F	1.232	1.265
1207	F	1.232	1.265
1208	F	1.232	1.265
1209	F	1.232	1.265
1210	F	1.232	1.265
1211	F	1.232	1.265
1212	F	1.232	1.265
1213	F	1.232	1.265
1214	F	1.232	1.265
1215	F	1.232	1.265
1216	F	1.232	1.265
1217	F	1.232	1.265
1220	F	1.232	1.265
1221	F	1.232	1.265
1224	F	1.232	1.265
1225	F	1.232	1.265
1226	F	1.232	1.265
1302	F	1.232	1.265
1303	F	1.232	1.265
1306	F	1.232	1.265
1307	F	1.232	1.265
1308	F	1.232	1.265
1310	F	1.232	1.265
1311	F	1.232	1.265
1312	F	1.232	1.265
1313	F	1.232	1.265
1314	F	1.232	1.265
1315	F	1.232	1.265
1316	F	1.232	1.265
1317	F	1.232	1.265
1320	F	1.232	1.265
1321	F	1.232	1.265
1324	F	1.232	1.265
1325	F	1.232	1.265

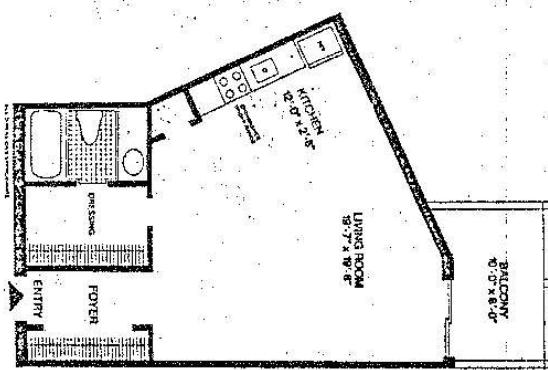
1326	F	1.232	1.265
1204	G	1.432	1.48
1218	G	1.432	1.48
1304	G	1.432	1.48
1318	G	1.432	1.48
1209	A	533	.55
1222	A	533	.55
1309	A	533	.55
1322	A	533	.55



Plan A

533 square feet.

19' x 19' living space, full kitchen, bath with
dressing room, private balcony



5709 Lyons View Drive
Knoxville, Tennessee 37919
6625-588-5712



Bl. 17403.799

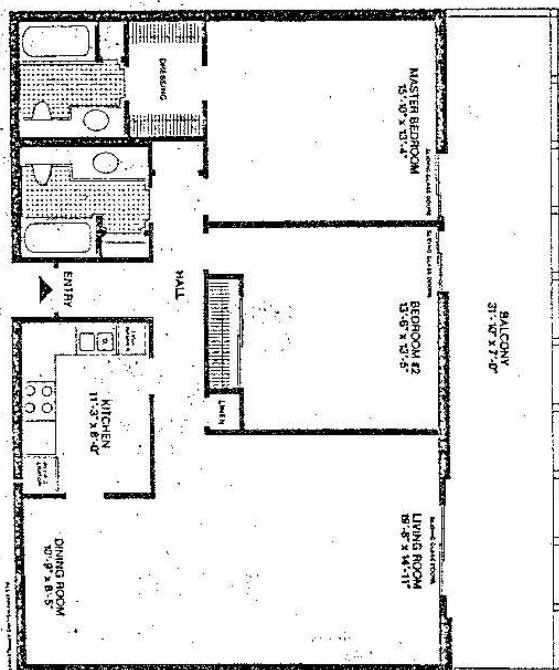
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Pages: 65 of 92

Back File Automation

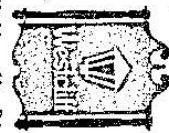
Plan F

1,232 square feet.

2 bedrooms, 2 baths, dining room adjoining eat-in kitchen, private master bedroom suite with dressing room, private balcony or patio serving living room and bedrooms.



5709 Alpine View Drive
Knoxville, Tennessee 37919
(615) 586-5712



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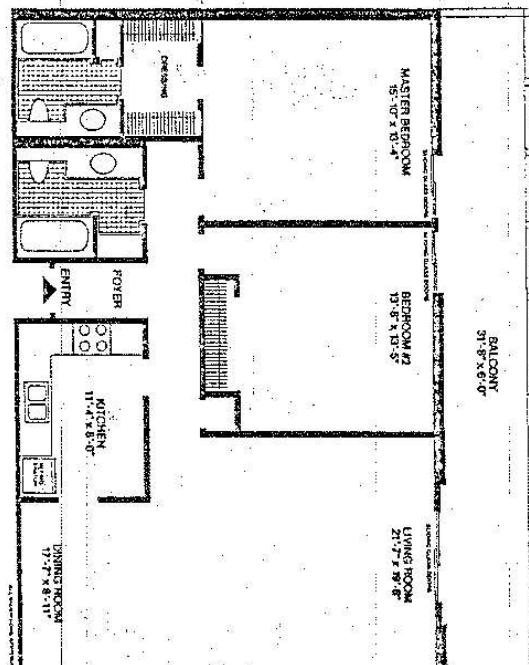
Instr.: 198108190012556
Page: 65 of 92

Back File Automation

Plan G

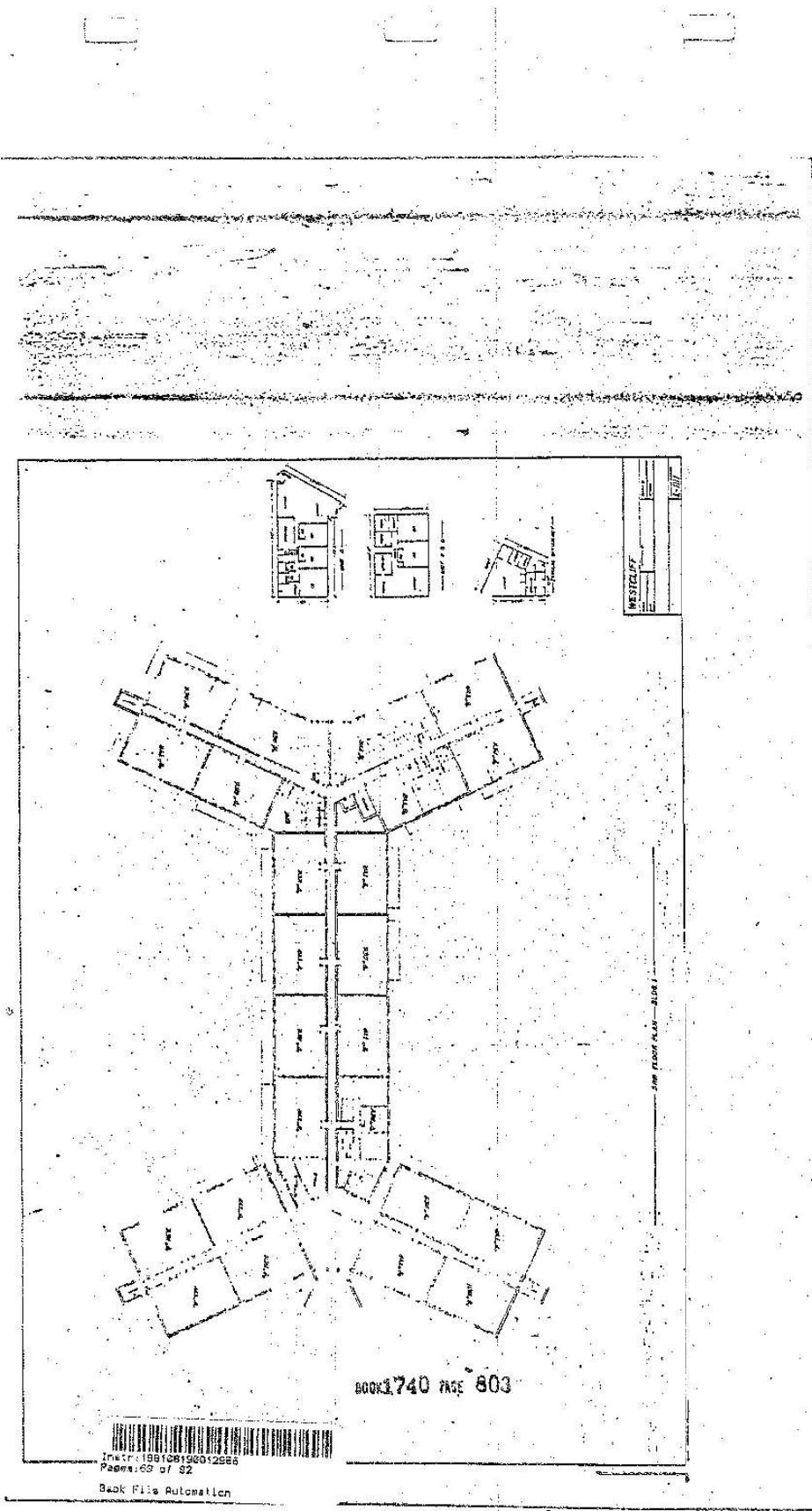
1,432 square feet

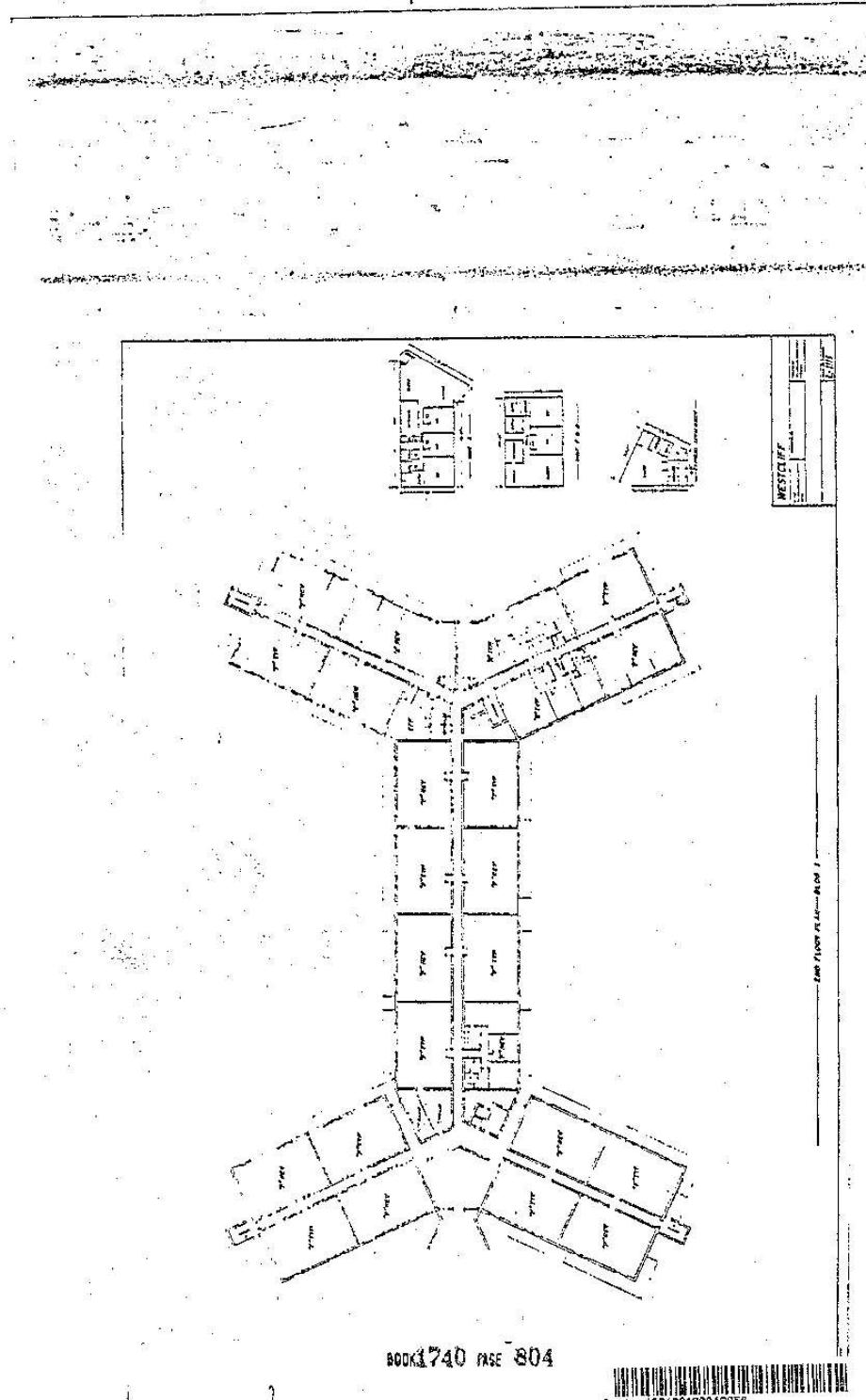
2 bedrooms, 2 baths, eat-in kitchen, private master bedroom suite with dressing room, huge balcony or patio.



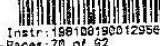
5709 Lyons View Drive
Knoxville, Tennessee 37919
(615) 588-5712

Back File Automation





BOOK 1740 PAGE 804

Instr:198100130012956
Pages:70 of 92

Back File Automation

SEE WS 2005-644 WARRANTY DEED IN LIEU OF FORECLOSURE

Exhibit E

Declaration of Mutual Reciprocal Easements

book 740 page 806



Instr:189108196012855
Pages:72 of 92

Back File Automation

REGISTER: INDEX GRANTEE
AS: "WESTCLIFF" AND SUBJECT
AS: "DECLARATION OF EASEMENTS"

DECLARATION OF MUTUAL RECIPROCAL EASEMENTS

THIS DECLARATION, made this 17th day of August, 1981,
by RESIDENTIAL RESOURCE GROUP, INC., formerly AGDC Fairways Corpora-
tion, a Maryland corporation, hereinafter called "Declarant", to
wit:

Recitals. Declarant is the owner of the land described in Exhibit 1,
the first portion of which described in Exhibit 2 is improved with
a multi-family building, swimming pool, parking facilities, walks
and other improvements located thereon, all of which are to be
submitted to the provisions of the Horizontal Property Act by the
recording in the Office of the Register of Deeds for Knox County,
Tennessee, a Master Deed establishing the Westcliff Condominium
(Condominium Project) and the remaining portion of which described
in Exhibit 3 is improved with multi-family buildings, clubhouse,
parking facilities, tennis courts, walks and other improvements
presently being operated by Declarant as an apartment project known
as The Westcliff Apartments (Apartment Project). Both the
Condominium Project and the Apartment Project are served by an
existing drive within the area described in Exhibit 4, 5, 6 and 7.
The Condominium Project is presently served by sewage, water, gas,
telephone, electricity and other utilities, lines and rights
crossing the Apartment Project, parts of which lines likewise
serve the Condominium Project. The land in Exhibit 1 is bordered
along Lyons View Drive with a decorative wall, entry, gate and
gatetower facade (the Entryway) and on its other sides by a brick
wall (the Common Wall). Declarant desires to establish mutual
reciprocal easements and rights of way appurtenant to the Condominium
Project and to the Apartment Project for the maintenance and use
of all of the foregoing and in prospect of the separate ownership
of the Condominium Project and the Apartment Project.

Accordingly, in consideration of the foregoing and for the fore-
going purposes, Declarant for itself, its successors and assigns
and other parties in interest agrees, grants, declares and reserves
as follows:

1. All exhibits referred to above are attached hereto and made a
part hereof as fully and completely as though copied verbatim.
2. Within the context of this instrument the term "Condominium
Project" shall refer to the land in Exhibit 2 or the owner
thereof and the term "Apartment Project" to the land in Exhibit 3
or the owner thereof.
3. Declarant does grant and establish as an appurtenance to the
Condominium Project a permanent, perpetual but non-exclusive easement
for access, ingress, egress and all utilities in, under,
over and through all of the area described in Exhibit 4, with the
right to maintain, rebuild, repair, construct, and reconstruct
the existing drive and existing utilities therein and construct,
maintain and repair such additional utilities in the future as may
be necessary or desirable for the full use and enjoyment of the
rights herein established and together with the right to grant

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Initr: 198108190012956
Page: 73 of 92

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therein easements and rights of way to public utilities for purposes consistent herewith.

4. Declarant does hereby reserve as an appurtenance to the Apartment Project a permanent, perpetual but non-exclusive easement for access, ingress, egress, and all utilities in, under, over and through all of the area described in Exhibits five (5), six (6), and seven (7) incorporated by reference herein as though fully set out with the right to maintain, rebuild, repair, construct and reconstruct, maintain such additional utilities in the future as may be necessary or desirable for the full use and enjoyment of the rights herein established and together with the right to grant therein easements and rights of way to public utilities for purposes consistent herewith.

5. Declarant hereby declares, grants and establishes mutual reciprocal easements and rights of way for the construction, reconstruction, rebuilding, operation, maintenance and repair of all existing water, sewer, telephone, electricity, gas, storm drain and other utility lines and facilities which now serve or are necessary in the future to serve either the Apartment Project or the Condominium Project and are located on or across, or would be required by their construction and use to be on or to cross, the other.

6. Declarant imposes upon all of the land described in Exhibit 1 and for the benefit of the Condominium Project and for the benefit of the Apartment Project a negative easement and restrictive covenant for the continued existence and forbidding the destruction, demolition or change in appearance of the Common Wall and the Entryway which front on Lyons View Road, with the right, but not the obligation, except for willful damage, in the Condominium Project or the Apartment Project to repair or rebuild the same for deterioration or for damage.

7. The rights and easements established in paragraphs 3, 4, 5 and 6 above shall not be construed in any way as diminishing the right of the Developer/Declarant to construct, maintain, repair, rebuild reconstruct or develop (and all activities related thereto) existing or future single or multifamily buildings, clubhouse, tennis courts, parking facilities, swimming facilities and other improvements, nor shall the rights and easements and the use or exercise thereof unreasonably interfere with the use and enjoyment of the Condominium Project or the Apartment Project.

8. All of the rights and easements established hereby shall run with the land and inure to the benefit of and be an appurtenance to the dominant tenement and be binding upon and burden the servient tenement. This declaration and the rights and easements established hereby may be modified, amended or terminated only by written agreement of all persons having any interest therein, recorded in the Office of the Register of Deeds for Knox County, Tennessee. This declaration and the rights and easements established hereby shall inure to the benefit of and be binding upon the Apartment Project and the Condominium Project, their successors, assigns, mortgagees, licensees, invitees, heirs, lessees and other parties in interest.

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Inst: 1881081820:2956

Pages: 74 of 92

Back File Automation

9. At such time now or in the future as the dominant and servient tenement of any right or easement created hereby may or might be or come into single ownership, said tenements shall not merge thereby, but only upon the affirmative act of the owner extinguishing the same as separate estates.

10. The Declarant acknowledges and agrees that the remedy at law in damages for any breach or violation hereof will be inadequate and that every right herein may be specifically enforced and every breach or violation hereof enjoined.

11. The cost, expense and operation, maintenance, repair, reconstruction and construction as necessary of the Roadway Easements described and established in paragraphs four (4), five (5), six (6) and seven (7) and such of the utilities or parts thereof as now or may later be required to serve both the Condominium Project and the Apartment Project shall be shared by the Condominium Project and the Apartment Project upon the following basis:

a. Apportionment of the cost and expense shall be according to the number of dwelling units, which is say 76 in the Condominium Project and 115 in the Apartment Project, or 40% for the Condominium Project and 60% for the Apartment Project, and each shall have claim on the other for payment of such proportionate share. Within thirty (30) days from the receipt of the invoice from the person, organization or corporation that performs the work or service described herein, the Condominium Project and the Apartment Project shall pay its proportionate share. If either the Condominium Project or the Apartment Project (Defaulting Party) fails or refuses to pay its proportionate share, then the other party (Non-Defaulting Party) shall have the right (but not the obligation) to make such payment on behalf of the Defaulting Party and recover such proportionate share from the other, such recovery shall be together with interest at the then maximum permissible contract rate of interest under the laws of the State of Tennessee.

b. Contracts for maintenance repair or reconstruction shall be jointly made after consultation and negotiation (which each shall be entitled to have with the other) provided, however, that in the event of emergency or governmental requirement or if required by deed restrictions or in the event of refusal to consult and negotiate, the party in interest perceiving the need for maintenance repair or reconstruction may secure the same and have and recover of the other parties in interest the proportionate share with interest as provided above.

c. The rights and obligations for costs and expenses as aforesaid, shall in the same manner as the rights and easements giving rise to the same, run with, benefit and bind the land and the owners thereof; however, the association of co-owners of the Condominium Project may undertake the obligations of the Condominium Project in this declaration.

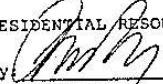
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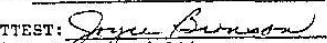
d. The apportionment percentage and obligations set forth in paragraph 11 (a)(b)(c) above shall be subject to modification in the event of an increase or decrease in the number of dwelling units in the Apartment Project or Condominium Project respectively. The modification of the apportionment percentage is to be made by adjusting the percentage of cost and expense to be borne between the Condominium Project and the Apartment Project based on the number of dwelling units that each bears to the total combined number of dwelling units on both the Apartment Project and Condominium Project.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officer on the day and year first above written.

RESIDENTIAL RESOURCE GROUP, INC.

By 

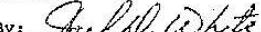
Its: PRESIDENT

ATTEST: 

Its: SECRETARY

Westcliff Homeowners Association, Inc., a Tennessee corporation, subscribes the foregoing declaration to undertake the obligations of Condominium Project in paragraph 11 of the foregoing on this the 19th day of August, 1981 by execution by its incorporator Jack D. White, subject to ratification by the Board of Directors.

WESTCLIFF HOMEOWNERS ASSOCIATION, INC.

By: 

Its: incorporator

BOOK1740 PAGE 810

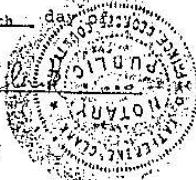


STATE OF MARYLAND
 COUNTY OF PRINCE GEORGE'S

Personally appeared before me the undersigned authority a Notary Public in and for said county and state, THOMAS F. DALY, with whom I am personally acquainted and who upon oath acknowledged HIMSELF to be PRESIDENT of RESIDENTIAL RESOURCE GROUP, INC., the within named bargainer, a corporation, and that THOMAS F. DALY 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 official seal at office, this 17th day of AUGUST, 1981.

Katherine Clark
 Notary Public
 KATHERINE CLARK



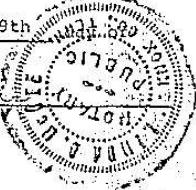
My commission expires:
 My Commission Expires July 1, 1982

STATE OF TENNESSEE
 COUNTY OF KNOX

Personally appeared before me the undersigned authority a Notary Public in and for said county and state, Jack D. White, with whom I am personally acquainted and who upon oath acknowledged himself to be incorporator of WESTCLIFF HOMEOWNERS ASSOCIATION, INC., the within named bargainer, a corporation, and that he as such incorporator executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as incorporator.

Witness my hand and official seal at office, this 19th day of August, 1981.

Linda A. McElroy
 Notary Public
 LINDA A. McELROY



My commission expires: 4-24-85

BOOK 1740 PAGE 811

Instr:198108190012666
 Page:177 of 92

Back File Automation

Exhibit 1

Situated in District No.

FIVE (5)

SITUATE, LYING and BEING in the Fifth Civil District of Knox County, Tennessee, and within the 49th Ward of the City of Knoxville, Tennessee, and being a certain tract or parcel of land lying, and being situated on the northern side of Lyons View Pike, and having a frontage of 294.5 feet thereon and being more particularly bounded and described as follows: to-wit:

BEGINNING at an iron pin in the northwestern line of Lyons View Pike, said iron pin being located distant in a northeasterly direction 153.2 feet from the point of intersection of the northwestern line of Lyons View Pike, with the northeastern line of Harley Drive; thence North 69 deg. 16 min. West 161.25 feet to an iron pin; thence South 78 deg. 20 min. West 63.38 feet to an iron pin; thence South 45 deg. 56 min. West 116.15 feet to an iron pin in the curved northeastern line of Grand View Avenue; thence along said curved northeastern line of Grand View Avenue, with a curve to the left in a northwesterly direction the radius of which said curve is 397.55 feet an arc distance of 341.5 feet to an iron pin in the northern line of Grand View Avenue; thence along the said northern line of Grand View Avenue, North 78 deg. 07 min. West 157.6 feet to an iron pin marked F-2 in the northern line of Grand View Avenue; thence continuing along the said northern line of Grand View Avenue, South 89 deg. 07 min. West 608.25 feet to an iron pin in the said northern line of Grand View Avenue marked F-32; thence North 21 deg. 51 min. West 1029.6 feet to an iron pin in the Southern line of Avenue E marked F-33; thence along the said southern line of Avenue E, North 61 deg. 50 min. East 507.8 feet to an iron pin marked F-6 in the said Southern line of Avenue E; thence the following calls and distances, to-wit: South 21 deg. 50 min. East 202.2 feet to an iron pin marked F-35; thence South 84 deg. 15 min. East 291.5 feet to an iron pin marked F-34; thence North 86 deg. 32 min. East 291 feet to an iron pin marked F-10; thence South 21 deg. 59 min. East 388.7 feet to an iron pin marked F-11; thence South 47 deg. 00 min. West 15 feet to an iron pin marked F-12; thence South 43 deg. 00 min. East 320.1 feet to a marble marker; thence South 48 deg. 42 min. East 50.25 feet to an iron pin marked F-13; thence South 48 deg. 42 min. East 100.5 feet to an iron pin marked F-14; thence South 43 deg. 00 min. East 53.17 feet to an iron pin marked F-15; thence South 43 deg. 34 min. East 251.15 feet to an iron pin; thence North 61 deg. 58 min. East 43 feet to an iron pin in the northwestern line of Lyons View Pike; thence along the said northwestern line of Lyons View Pike, the following calls and distances, to-wit: South 21 deg. 14 min. West 45.8 feet to an iron pin marked F-16; thence South 20 deg. 43 min. West 197.7 feet to an iron pin; thence South 25 deg. 52 min. West 51 feet to an iron pin in the said northwestern line of Lyons View Pike, the point or place of BEGINNING, as shown by survey of G. T. Trotter, Jr., Surveyor, Knoxville, Tennessee, bearing date July 15, 1967.

The above described property is conveyed and accepted subject to existing easements for sanitary sewer lines and electric service lines serving the property described and to applicable terms and provisions of the agreement between Southern Fire and Casualty Company and Sisters of Mercy of Nashville of record in Deed Book 837, page 397 in the Register's Office for Knox County, Tennessee.

BOOK1740 PAGE 612

