Establishing a Horizontal Property Regime of WILDERNESS TRACE

1. PURPOSE. The purpose of this Master Deed is to submit the Property to the Condominium form of ownership and use in the manner provided by the Condominium Act, thereby establishing a horizontal property regime. This Master Deed, the Charter of Wilderness Trace Condominium Association (Exhibit "A") and the By-Laws of Wilderness Trace Condominium Association (Exhibit "B"), all as amended from time to time, and the provisions of the Condominium Act, as amended from time to time, shall govern the Condominium and the rights, duties, and responsibilities of owners of Condominium Units therein, but where this Master Deed, the By-Laws and the Charter are inconsistent with the Condominium Act, the terms, covenants and conditions of this Master Deed, the By-Laws and the Charter, as same may be amended from time to time, shall govern to the extent permitted by law.

2. NAME AND ADDRESS. The name by which this horizontal property regime is to be identified is WILDERNESS TRACE, and its address is: 90 Valley Forge Drive, Oak Ridge, Tennessee.

3. SUBMISSION TO CONDOMINIUM FORM OF OWNERSHIP. The developer by this Master Deed, hereby submits all of the Property to the condominium form of ownership, as recognized under the Condominium Act and hereby declares that the Property shall be held, conveyed, divided or subdivided, leased, rented and occupied, improved, have covenants and/or encumbrances subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, including the provisions of the By-Laws, as same may be amended from time to time, all of which are declared and agreed to be in aid of a plan for improvement of the Property, and the division thereof into Condominium Units, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any person acquiring or owning an interest in the Property or in a Condominium Unit. Developer hereby establishes a horizontal property regime, and declares that the fee simple absolute title to the Property be and is hereby vested in the horizontal property regime thus established.

4. APPLICATION. This Master Deed, the By-Laws, the Charter and all proper amendments thereto are and shall be covenants running with the land and with each unit and binding on each successive Co-Owner, lessee or mortgagee of each Condominium Unit. All present and future owners, mortgagees, lessees and occupants of any Condominium Unit, and their employees, and any other persons who may use any facilities located on the Property in any manner are subject to this Master Deed, the By-Laws, the Charter and all Rules and Regulations established by the Association. The acceptance, whether from the Developer of a co-owner, of a deed of conveyance, or mortgage, or the entering into of a lease with the Developer or co-owner, or the act of occupancy of a Condominium Unit, shall constitute a covenant and an agreement by the grantee, conveyee, mortgagee, lessee or occupant that this
Master Deed, the By-Laws, the Charter and all Rules and Regulations established by the Association, all as amended from time to time, are accepted, ratified and shall be complied with.

5. DEFINITIONS. The terms used herein and in the Charter and the By-Laws, shall have the same meanings stated in the Condominium Act except as follows:

(a) "Wilderness Trace" – name of the condominium project.
(b) "Wilderness Trace Condominium Association" – name of the Association.
(c) "Apartment" – See: Condominium Unit.
(d) "Association" – Wilderness Trace Condominium Association, a Tennessee corporation not for profit whose members shall consist of all the Co-Owners.
(e) "By-Laws" – The By-Laws of the Association, as amended from time to time. A copy of the initial By-Laws which shall be effective until amended by the Association in the manner therein provided are annexed hereto as Exhibit "B".
(f) "Charter" – The Articles of Incorporation of the Association, as amended from time to time. A copy of the original Charter which shall be effective until amended by the Association is annexed hereto as Exhibit "C".
(g) "Common Elements" or "General Common Elements" – All of the Property and all elements thereof rationally of common use or necessary to the existence, upkeep and safety of the Property, except the Condominium Units and the Limited Common Elements, and includes, but is not limited to, all land, foundations, roofs, entrances, installations of central utility services, landscaping, automobile driving areas, automobile parking areas (except the garages designated on the Survey), sheltered pavilion, swimming pool, two tennis courts and all parts of all walls, floors and ceilings of all buildings falling outside the upper, lower and perimetrical boundaries set forth in the definition of Condominium Unit.

See: Condominium Unit
(h) "Common Expenses" – All expenses for the maintenance, operation, repair or replacement of the Common Elements, expenses of administration, operation and management of the Condominium and of the Association, expenses declared Common Expenses by provisions of this Master Deed, the Charter or the By-Laws, and any valid charge or assessment against the Condominium or against the Association.
(i) "Common Surplus" – The excess of all receipts of the Association, including, but not limited to assessments, rents, profits, revenues on account of Common Elements, over and above the Common Expenses.
(j) "Condominium", "Property" or "Condominium Property" – All of the property described on Exhibit "A", together with all buildings, improvements and structures now or hereafter constructed or situated thereon and together with all easements, rights and appurtenances thereto.

The Condominium will include nine (9) buildings containing a total of forty-eight (48) units, thirty (30) of which will be 2½ stories and eighteen (18) of which will be 2 stories. Each building will be of "townhouse" design, and each unit will contain three (3) bedrooms and 2-½ stories will include a one car garage which will be a part of the unit and included within the boundaries of the unit. Some or all of the units will have an exterior storage area and each unit will have a patio or terrace in the rear and a balcony in the front of the unit, which patio and balcony, along with the storage area shall be considered "limited common elements" for such apartments. The Condominium will also include a sheltered pavilion, garden landscaping, a swimming pool, two (2) tennis courts, automobile parking areas and other facilities located substantially as shown in the plans and specifications. Use of parking areas will be permitted according to the regulation of the Association. The building will be of concrete block foundations and wood frame construction with plywood siding. The ground floors will be reinforced and concrete slab and other floors will be wood. Ceilings will be dry wall on wood frame construction as will the interior walls. Condominium Units are centrally heated and air conditioned with individual controls in each apartment, and each Condominium Unit will have an individual forty (40) gallon water heater.

See: Condominium Unit; Common Elements; Limited Common Elements; and Survey
(k) "Condominium Act": Chapter 27 of Title 64 of the Tennessee Code Annotated.
(l) "Condominium Unit" or "Condominium Apartment" or "Apartment" or "Unit" – An individual, separate and numbered dwelling unit designated in the Survey composed of one or more cubicles of air or enclosed spaces located on one or
more floors in a building which shall only include that part of the building that lies within the following boundaries:

(1) the upper and lower boundaries of the Condominium Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundaries: the horizontal plane of the undecorated finished ceiling of the top floor or attic.
(b) Lower Boundaries: the horizontal plane of the undecorated finished floor.

(2) the perimetrical boundaries of the Condominium Unit shall be the vertical plane of the undecorated finished interior of the walls bounding the Condominium Unit extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, terrace or canopy, the perimetrical boundaries shall be extended to include the same. All Condominium Units include appliances, fixtures, interior partitions and other improvements located within the described unit which are exclusive to said unit, although all or part thereof may not be located within the unit, and shall include but not be limited to the following individual appurtenances: individual portions of the air conditioning and heating system, plumbing system, water heater, utility meters not owned by the public utility or agency supplying the service, electrical wires and fixtures and all applicable appurtenant balconies, stoops, porches, patios and fences.

No Co-Owner shall be deemed to own the undecorated or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his unit, nor shall such co-owner be deemed to own the utilities running through his unit which are utilized for, or serve more than one unit, excepts as a right in common to share same with othet co-owners. A Co-Owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish or decorate inner surfaces of the walls, floors, ceilings, window and doors bounding his unit.

As required by the applicable context, such terms may refer to the fee simple title to the respective Condominium Unit and/or shall indicate the respective Condominium Unit under consideration. See: Condominium; Common Elements; and Limited Common Elements.

(a) "Co-Owner" or "Owner" or "Member": A person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which jointly or severally is the equitable owner of any Condominium Unit or Condominium Units. When two or more persons own a Condominium Unit as tenants in common or by the entirety or otherwise, such persons shall constitute the Co-Owner as to that Condominium Unit. The Developer shall be the initial Co-Owner of all Condominium Units and the Developer and each subsequent Co-Owner of each Condominium Unit shall continue to be the Co-Owner concerning each respective Condominium Unit until the sale of the respective Condominium Unit is closed and a new Co-Owner is vested with equitable title thereto.

(b) "Council of Co-Owners" - The Association.
(c) "Developer" - The Blount National Bank of Maryville.
(d) "General Common Elements" - See Common Elements.
(e) "Land" - See: Property.
(f) "Limited Common Elements" - Those portions of the Property or of a specific Condominium Unit or Units reserved for the use of one or more Condominium Unit to the exclusion of all other Condominium Units. See: Condominium Unit and Common Elements.
(g) "Member" - A member of the Association. This term shall have the same meaning and be considered interchangeably with the term "Co-Owner".
(h) "Owner" - See: "Co-Owner".
(i) "Plat" - See: Survey.
(j) "Property" or "Condominium" - all of the land described in Exhibit "A" together with all buildings, improvements and structures now or hereafter constructed or situated thereon and together with all easements, rights, and appurtenances thereto. See: Condominium.
(k) "Survey" or "Plat" - A Survey of the Property showing the Condominium Units, Common Elements, and Limited Common Elements, and their respective locations and approximate dimensions. Each Condominium Unit is identified by a specified numerical designation. A copy of the Survey is annexed hereto as Exhibit "S", recorded in Book 9, Page 54 and Exhibit "P", recorded in Book 9, Page 52 of the Register's Office of Anderson County, Tennessee.

6. DEVELOPMENT PLANS. The Condominium is being developed in accordance with the following:
(a) The Plat
(b) Substantially in accordance with the plans and specifications heretofore
prepared by Morton and Sweester, A.I.A., dated 6/30/73.
(c) This Master Deed which may be amended from time to time by filing such
additional plats, plans and specifications as may be required to describe
adequately the completion of improvements. Such surveyor certifying that the
improvements have been constructed substantially as herein represented.
(d) In addition to any other easements herein reserved, such easements
are hereby reserved through the Condominium as may be required for utility services.

7. UNITS. The Plat is a list of all Units in the building, their respective
unit numbers, locations and approximate areas. The Developer reserves the right
to change the interior design and arrangements of any or all Units, so long as the
Developer owns the Units so altered. Any such change shall be reflected by an
amendment of this Master Deed which may be executed by the Developer alone,
notwithstanding the procedures for amendment described elsewhere in this Master
Deed. However, no change shall increase the number of units or alter the boundaries
of the Common Elements without amendment of this Master Deed in the manner else-
where described herein. If more than one Unit is altered, the Developer shall
appropriately repackage the shares of the Common Elements which are allocated
to the altered Units. Each Unit shall be used as a single family residence only.

8. OWNERSHIP OF CONDOMINIUM UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS
AND EXPENSE LIABILITY. Each Condominium Unit may be and shall be individually
transferred, conveyed, and encumbered and shall be the subject of transfer, devise,
ownership, possession, mortgage, deed of trust or sale as if it were sole and
entire independent of the other Condominium Units and the corresponding individual
title and interest with respect to each Condominium Unit shall be recordable.
In any deed, mortgage, trust deed, lease, or other instrument of conveyance or
encumbrance any interest or estate in any Condominium Unit, it is sufficient to
described any such Condominium Unit by setting forth the name of the Condominium
Project, the number designation of the Condominium Unit as it appears on the
Condominium plat.

A Co-Owner shall have an exclusive ownership to his respective Condominium
Unit and appurtenant Limited Common Elements and shall have a common right to
share with other Co-Owners in the Common Elements, which may be used in accordance
with the purpose for which they are intended. Any transfer, conveyance, or encum-
brance of a Condominium Unit, whether by deed, mortgage, deed of trust, will,
inheritorship, or otherwise, shall be deemed to also transfer, convey, or encumber
the undivided interest of the Co-Owner in the Common Elements and in the Limited
Common Elements appertaining thereto, without or specifically or particularly
in the Condominium Unit without also transferring, conveying, or mortgaging as an
incident thereto his undivided interest in the Common Elements and in the Limited
Common Elements appertaining thereto; conversely, no Co-Owner shall have any
right to transfer, convey, or mortgage any part of his undivided interest in the
Common Elements or the Limited Common Elements appertaining to his Condominium
Unit without also transferring, conveying, or mortgaging his Condominium Unit.

Each Co-Owner shall own his Condominium Unit together with all Limited
Common Elements appurtenant thereto and shall own the following designated undivided
interest in the Common Elements and in the Common Surplus of the Association and
shall be liable for the following designated portion of the Common Expenses of the
Association:

<table>
<thead>
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<th>Type Condominium Unit</th>
<th>Expenses</th>
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<td>2.2533334%</td>
</tr>
<tr>
<td>2 Story</td>
<td>1.80%</td>
</tr>
</tbody>
</table>

9. EASEMENTS. As appurtenances to and/or conditions of ownership of the Condominium
the Developer creates the following easements:
(a) Perpetual non-exclusive easement in the common elements: The common
elements are hereby declared to be subject to a perpetual non-exclusive easement
in favor of all co-owners for their use of their immediate families, guests, invitees
and lessees for all proper and normal purposes and for the furnishing of services
and facilities for which the same are reasonably intended.
(b) Easement for encroachment: If any portion of the common elements
encroaches upon any unit, or if any unit encroaches upon any other unit, or upon
any portion of the common elements as a result of the construction of a building or
any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building or any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands or shall exist. In the event such building, unit, and any adjoining unit or any cojoining common element shall be partially or totally destroyed as a result of fire or other casualty or as the result of condemnation or eminent domain proceeding, and then rebuilt, encroachments or parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand; and a further easement is hereby granted for the maintenance of such encroachments or any such encroachments referred to herein for so long as they exist.

(c) **Easement for construction:** The Developer hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the general common elements for as long as the said Developer, its successors and assigns, shall be engaged in the construction, development and sale of units, which easement shall be for the purpose of construction, installation, maintenance and repair of the existing buildings and appurtenances thereto, for ingress and egress to all units and all general common elements and for use of all roadways, parking lots, existing in future model units for sales, promotion and exhibition. In addition, the Developer hereby reserves the irrevocable right to enter into, upon, over or under any unit for a period of one (1) year after the date of delivery of the unit for such purposes as may be reasonably necessary for the Developer or its agents to complete the condominium or service any unit thereof.

(d) **Easement for pipes:** Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, duct, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, duct, cables, (television, communication, or otherwise), wires, conduits, public utility lines, and other common elements serving such other units and located in such apartments. The Board of Directors of the Association shall have the right of access to each unit to inspect same, to remove violations therefrom, and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

10. **ADMINISTRATION OF THE CONDOMINIUM.** The operation of the Condominium shall be by the Wilderness Trace Condominium Association, herein called the Association, a corporation not for profit under the laws of the State of Tennessee, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Master Deed, the Charter, and the By-Laws.

(b) Each co-owner shall be an automatic member of the Association by virtue of his ownership of a Condominium Unit and shall be divested of such membership upon termination of his ownership interest in such unit.

(c) The Association shall be incorporated under a Charter of Incorporation in the form attached hereto as Exhibit "E".

(d) The By-Laws of the Association shall be in the form attached hereto as Exhibit "D".
(e) Each owner shall be bound by the Charter, the By-Laws and the provisions of this Master Deed. In the administration and management of the Condominium, the Association may delegate all of its duties to a manager or a management corporation. The Association shall adopt reasonable rules and regulations to govern co-owners and/or occupants of Condominium Units in the use and enjoyment of the Condominium.

(f) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

(g) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

(h) Whenever the decision of a unit owner is required upon any matter, whether or not the subject of any Association meeting, such decisions shall be expressed by the same person who would cast a vote of such owner if in an Association meeting, unless the joiner of record owners is specifically required by this Master Deed.

11. MAINTENANCE, ALTERATION AND REPAIR OF THE CONDOMINIUM. Responsibility for and limitations upon and rights in connection with the maintenance, alteration improvement and repair of the Condominium shall be as follows:

(a) Maintenance and Repair of Condominium Unit: Each Co-Owner shall maintain, repair and replace, at his own cost and expense, all portions of the Condominium Unit requiring maintenance, repair or replacement, including but not limited to, air conditioning and heating equipment, stoves, refrigerators, fans, and other appliances and equipment (including any facility and connections required to provide Utility Services to serve the Condominium Unit and no others); to maintain, repair and replace any painting, decorating and finishing of interior surfaces of perimeter walls, interior walls, ceiling and floor of the Condominium Unit and of the surface and the concrete floor and interior surface of the exterior wall of the private balcony constituting a Limited Common Element of the Condominium Unit; to maintain, repair and replace all screens, windows and plate glass installations and doors forming a portion of the perimeter of the Condominium Units, providing, however, that wherever the maintenance, repair and replacement of any item for which an Owner shall be obligated is occasioned by any loss or damage which shall be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association (or the Insurance Trustee as hereinafter designated) shall be used for the purpose of making such maintenance, repair and replacement except that such Owner shall be in said instance required to pay such portion of the cost of such maintenance, repair or replacement as shall be reason of the applicability of any deductability provision of such insurance exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

(b) Alteration and Improvement of Condominium Units: No Co-Owner shall permit any structural modifications or alterations in the Condominium Unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of the Association determine, in their sole discretion, that structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the Owner involves the removal of any permanent interior partition, the Association shall be the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition and so long as the removal thereof would in no manner affect or interfere with the Utility Services constituting a portion of the Common Elements located therein. No Owner shall cause any improvements or changes to be made on the exterior of the Building including the painting or other decoration or the installation of electrical wiring, television antenna, machines or air conditioning units which may protrude through the walls or roof of the Building or in any manner change the appearance of any portion of the Building not within the Condominium Unit without the written consent of the Association first had and obtained.
(c) Maintenance, Replacement and Repair of Common Elements: The Association shall, in a reasonable manner, maintain, replace and repair as required the Common Elements, including without limitation those portions thereof which contribute to the support of the Building and all Utility Services which are not part of a Condominium Unit. All costs incurred in connection with such work shall be Common Expense. The Association is here granted the right to enter any Condominium Unit in a reasonable manner and at a reasonable time to accomplish the work required hereunder.

(d) Alteration and Improvement of Common Elements: The Association shall have the right to make or cause to be made alterations or improvements to the Common Elements provided the making of such alterations and improvements by approved by the Board of Directors of the Association and the Owners of 90% of the Condominium Units, and the cost of such improvements shall be a Common Expense, except that where any such alterations or improvements are constructed exclusively or substantially exclusively for the benefit of an Owner requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from such Owner or Owners exclusively or substantially benefited, the assessment to be levied in such proportion as may be determined by the Association.

(e) Right to Enter Condominium Units in Emergencies: In case of any emergency originating in or threatening any Condominium Unit; regardless of whether the Owner is present at the time of such emergency, the Association or any person authorized by is shall have the right to enter such Condominium Unit for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate, and to facilitate entry in the event of such emergency, each Owner, if required by the Association, shall deposit under the control of the Association a key to such Condominium Unit.

12. RESTRICTIONS UPON USE AND CONDITIONS OF OWNERSHIP OF CONDOMINIUM UNITS.

In order to provide for congenial occupancy of the Condominium and for the protection of the values of Condominium Units, the use of the Condominium Unit shall be subject to the following restrictions and the Ownership thereof subject to the following conditions:

(a) Purpose and Manner of Use: Each Condominium Unit is hereby restricted to a single family residential use by the Owner, his immediate family, guest, invitees and lessees. No Owner or Owners of any Condominium Units shall permit use of the same for transient hotel or commercial purposes. No use, nuisance or practice shall be allowed which is a source of unreasonable annoyance to Owners or which interferes with the peaceful possession or proper use of the Condominium by Owners.

(b) Improper Use: No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agency having jurisdiction thereof relating to any portion of the Condominium shall be complied with by and at the sole expense of the Owner or the Association, whichever shall have the obligation to so comply.

(c) Restraint Upon Separation and Partition of Common Elements: To assure Owners the continuance of this Condominium plan, the Common Elements shall remain undivided and no Owner shall bring any action for partition or division except as otherwise specifically permitted in this Master Deed. No Condominium Unit may be divided or subdivided into a smaller Condominium Unit. No conveyance may be made separating the Condominium Unit from the undivided interest of the Owner in the Common Elements and Common Surplus. Any conveyance or action directly or indirectly affecting any conveyance or division prohibited by this paragraph shall be null and void.

13. ASSESSMENTS. The Association shall determine and assess the Common Expense in accordance with the provisions of this Master Deed, the Charter, and the By-Laws. The Owners shall pay their assessment to the Association at the times and in the manner designated by the Association in accordance with the provisions of this Master Deed, the Charter, and the By-Laws. Fees may be changed only after sixty (60) days written notice to each owner by registered mail, and shall be due on or before January 1 thereafter. Notwithstanding any provision to the contrary,
special assessments may be made at anytime provided: 1) Notice by registered mail is given all Owners at least sixty (60) days prior to same becoming effective, and 2) not less than ninety (90%) percent of said Owners affirmatively approve such action.

(a) Default: The payment of any assessment or installment thereof due to the Association shall be in default if such assessment of any installation thereof is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to the Association shall bear interest at the rate of eight (8%) percent per annum and further the owner may not use the recreation facilities until paid. The defaulting Owner shall further be liable for all costs of collecting such assessment or installment thereon and the interest thereon, including a reasonable attorney's fee, whether or not suit be brought.

(b) Waiver: No Owner may exempt himself from liability for any assessment levied against him by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Condominium Unit or by any other action in any manner undertaken.

(c) Lien to Secure Payment of Common Expenses: The Association is hereby given a lien securing payment or payments of assessments imposed by the Association pursuant to the terms of this Master Deed and the By-Laws, together with penalty, interest and all collection expenses, including attorney's fees, authorized in paragraph 13 (a) above. Such lien shall be upon the terms provided in Tennessee Code Annotated Sec. 64-2716.

(d) Certificate of Assessments: Any Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Condominium Unit. The holder of a mortgage or other lien shall have the same right as to any Condominium Unit upon which he has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

14. INSURANCE. Insurance for the Condominium shall be obtained and maintained in accordance with the provisions and subject to the limitations as provided for below:

(a) Acquisition of Insurance by the Association: The Association shall obtain and maintain the following insurance:

(i) Fire Insurance: Fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the entire Building (including furniture, furnishings or other personal property supplied or installed by Owners) covering the interests of the Association and all Owners and their mortgages as their interests may appear in an amount equal to the full replacement value of the Building without deduction for depreciation, exclusive of excavation and foundation costs. Each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a Condominium Unit and shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Association and the Insurance Trustee and the terms under which such Trustee is to serve are provided below.

(ii) Workman's Compensation Coverage: Workman's Compensation Insurance sufficient to meet the requirements of the Law in the State of Tennessee.

(iii) Public Liability Insurance: Public Liability Insurance in such limits as the Association may from time to time determine covering each member of the Board of Directors of the Association, each Owner and the Association. Such Public Liability coverage shall also carry cross-liability claims of one insured against another. The Association shall review such limits once each year to determine the adequacy of the coverage.

(iv) Other Insurance: Such other insurance as the Association may from time to time determine.

(v) Initial Coverage: The amount of fire insurance to be maintained until the first meeting of the Board of Directors of the Association shall be in at least the highest insurable value and the amount of Public Liability Insurance until such meeting shall be $500,000.00.

(vi) Subrogation and Co-Insurance: All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without ten (10) days prior written notice to all of the insureds, including all mortgagees of Condominium Units. Upon request, duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to
all mortgagees of Condominium Units at least ten (10) days prior to expiration to the then current policies. Prior to obtaining any renewal of fire insurance, the Association shall obtain an appraisal from an appropriate source of the full replacement value of the Building, including all of the Condominium Units and all of the Common Elements therein, without deduction for depreciation, but exclusive of excavation and foundations, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

(vii) Adjustment of Loss: All policies of casualty insurance shall provide that adjustment of loss shall be made by the Association with the approval of the Insurance Trustee, and, that the net proceeds thereof, if $5,000.00 or less, shall be payable to the Association, and if more than $5,000.00, shall be payable to the Insurance Trustee.

(viii) Association as Agent: The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under: the insurance policies purchased by the Association and to execute and deliver releases upon payment of claims thereunder.

(b) Acquisition of Insurance by Owners: Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

(c) Insurance Trustee: All insurance policies purchased by the Association shall provide that the proceeds covering property losses shall be paid to any bank in the State of Tennessee, selected by the Association, which bank is herein referred to as the "Insurance Trustee." Pending designation of such bank, the Association shall be the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or sufficiency of policies or for the failure to collect any insurance proceeds. In the event that the Insurance Trustee shall fail to act or shall resign, a successor Trustee shall be selected by the Association. The responsibilities of the Insurance Trustee shall be as follows:

(i) Receipt and Disbursements of Proceeds: The Insurance Trustee shall receive all proceeds of insurance policies payable to it hereunder and shall hold such proceeds in escrow in accordance with the following terms and conditions:

(a) Trustee’s expenses: All expenses of the Insurance Trustee shall be first paid.

(b) Where Damage is to be Repaired: If the casualty loss with respect to which the insurance proceeds have been paid is to be repaired or restored pursuant to the terms hereof, the Insurance Trustee shall disburse the net proceeds of all insurance policies arising out of such casualty pursuant to the terms of paragraph hereof, and any balance of such proceeds remaining, in its hands after payment in full of the cost of the repair of restoration, as aforesaid, shall be paid over by the Insurance Trustee to the Owners and their respective mortgagees, as their interest may appear, in proportion to the Owner’s share of Common Surplus.

(c) Where Damage is Not to be repaired: In the event of a casualty loss which is not to be repaired or restored pursuant to the terms hereof, the net proceeds of all insurance policies in the hands of the Insurance Trustee and arising out of such casualty shall be disbursed in accordance with the provisions of paragraph hereof.

(d) Certificate: In acting hereunder, the Insurance Trustee shall be entitled to rely on a certificate duly executed by the President or Vice President and Secretary or Assistant Secretary of the Association certifying as to the percentage of the Building which shall have been destroyed or substantially damaged by reason of any casualty, as to the determination or resolution of said loss, and as to the identity of the Owners and their respective interest in Common Surplus.

15. REPAIRS OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY: In the event of damage to or destruction of the Condominium as a result of fire or other casualty (unless 2/3 or more of the Buildings is destroyed or substantially damaged and 75% or more of the Owners do not resolve as set forth below to proceed with repair or restoration), the Association shall arrange for the prompt repair and restoration of the Condominium (including any damaged Condominium Unit and any kitchen or bathroom fixtures and other equipment initially installed therein by the Developer, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Owners in the Condominium or the Insurance Trustee, as the case may be), shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in excess of the insurance proceeds shall be shared by the Owners in proportion to their respective shares in the Common
Surplus, and the Association shall assess each of the Owners for such deficit accordingly. If 75% or more of the units are destroyed or substantially damaged, and 75% or more of the Owners do not resolve within 60 days of the casualty to proceed with repair or restoration, the condominium form of ownership shall be deemed terminated, in which event the net proceeds of insurance policies shall be divided by the Insurance Trustee, and the net proceeds of any sale of any portion of the Condominium shall be divided by the Association, as the case may be, among all the Owners in proportions to their respective interests in the Common Elements, after first paying out of the share of each Owner the amount of any unpaid liens on his Condominium Unit, in the order of priority of any such liens. The repair and restoration here contemplated shall be to substantially restore the Condominium to its condition prior to the casualty. Plans and specifications for such work shall be approved by the Owners concerned and by their respective mortgagees prior to commencement of such work, such approval not to be unreasonable withheld.

16. CONDEMNATION: Should any unit of the Condominium be taken by condemnation or eminent domain, the Unit of such unit shall receive the amount awarded to him for such taking, including the portion of the award for the pro-rata share relating to said Unit in the Common Elements, and in addition, said Unit Owner shall be given his proportionate share in the Common Surplus, following which said Unit shall no longer be deemed a part of the Condominium nor shall it have any further rights with respect to the Common Elements or Common Surplus. Any Owner receiving such condemnation award shall cease to be a member of the Condominium or the Association.

17. AMENDMENTS: This Master Deed, Charter and the By-Laws may be amended in the following manner:

(a) Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of members of the Association at which a proposed amendment is to be considered.

(b) Proposed Approval of Amendment: A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting. Except as provided elsewhere provided in this Act, such approvals must be by a majority of the Board of Directors of the Association and by not less than 90% of the votes of the entire membership of the Association.

(c) Protection of Owners: No amendment shall discriminate against any Owner or against any Condominium Unit or class or group of Condominium Units, unless the Owners so affected shall consent; and no amendment shall change any Condominium Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses unless the record Owner of the Condominium Unit concerned and all record owners of mortgages on such Condominium Unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Repair or Reconstitution After Fire or Other Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

(d) Protection of Mortgagees and Lessor: No amendment shall be made or be valid which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any Condominium Unit. Any such amendment shall be conclusively presumed to impair the security of such institutional lenders unless the prior written approval of such amendment is obtained from the institutional lenders owning 80% of all the mortgages of record of this Condominium.

(e) Execution and Recording: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which said certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and the copy of the amendment are recorded in the Register's Office of Anderson County, Tennessee.

(f) Corrections by Amendment: Notwithstanding anything to the contrary contained in this Master Deed, the Developer expressly reserves the right to amend the Master Deed so as to correct any legal description contained herein. In case of a legal description or any description which has been in error, by reason of a scrivener's or surveyor's error. The Developer may amend legal description (or descriptions) as an amendment to the Master Deed among the Public Records of Anderson County, Tennessee, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need to be executed and acknowledged only by the Developer and
need not be approved by the Association, Owners, Lienors, or mortgagees or units of the Condominium.

18. SALES AND LEASES. No Owner may sell or lease his Condominium Unit or any interest therein except by complying with the following provisions:

(a) Payment of Assessments: No Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Condominium Unit unless or until he shall have paid in full all unpaid Common Expenses theretofore assessed by the Association against his Condominium Units, and until he shall have satisfied all unpaid liens against such Condominium Unit, except permitted mortgages.

(b) Mortgage of Condominium Units: No Owner shall mortgage his Condominium Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, or by a purchase money mortgage to the Developer. The lien of any encumbrance made in violation of this provision shall be void and of no effect unless authorized by the Association by written recordable certificate of authorization.

19. TERMINATION. The Condominium plan of ownership may be terminated in the following manner:

(a) Destruction: If it is determined in the manner hereinabove provided in this Master Deed that the Building shall not be reconstructed because of major damage or because of condemnation or eminent domain proceedings, the Condominium plan of ownership will be terminated without agreement.

(b) Termination by Agreement: The Condominium plan of ownership may be terminated at any time by approval in writing of all record owners and all record owners of mortgages encumbering Condominium Units.

(c) Certificate Evidencing Termination: The term of the Condominium plan of ownership in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon recording in the Public Records of Anderson County, Tennessee.

(d) Shares of Owners after Termination: After termination of the Condominium plan of ownership, the Owners shall own the Condominium and all assets of the Association as tenants in common in undivided shares of the respective Owners in the Common Elements prior to such termination.

20. MISCELLANEOUS PROVISIONS: The following miscellaneous provisions shall affect the application of this Master Deed:

(a) Invalidity: The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Master Deed, and in such event all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

(b) Waiver: No provisions contained in the 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.

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

(d) Gender: The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural and vice versa wherever the context so requires.

IN WITNESS WHEREOF, the Developer has executed this instrument on the 29th day of January, 1976.

ATTENT:

[Signature]

ATTENT NATION:

[Signature]

JAMES M. BRISTOL, Assistant Cashier

UNION PLANTERS NATIONAL BANK OF MEMPHIS
(Developer)

By: [Signature]

Vice President

THE BLOUNT NATIONAL BANK OF MARylvILLE
(Developer)

[Signature]

JAMES M. BRISTOL, Vice President
STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for said county and state, WAYNE J. HAWKINS, with whom I am personally acquainted, and who, upon his oath, acknowledged himself to be a Vice President of Union Planters National Bank of Memphis, the within named bargainor, a national banking association, and who acknowledged that he, as such Vice President, being authorized to so do, executed the foregoing Master Deed for the purposes therein contained by signing the name of the banking association by himself as the Vice President, and having his signature thereto duly attested by the cashier, such officer being authorized to so do.

WITNESS MY HAND and official seal at office in Memphis, Shelby County, Tennessee, this 27th day of January, 1976.

[Signature]

NOTARY PUBLIC

My Commission Expires: July 11, 1979

STATE OF TENNESSEE
COUNTY OF BLount

Personally appeared before me, the undersigned Notary Public in and for said county and state, JAMES H. PONDER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a Vice President of the Blount National Bank of Maryville, the within named bargainor, a national banking association, and who acknowledged that he, as such Vice President, being authorized to so do, executed the foregoing Master Deed for the purposes therein contained by signing his name to the banking association by himself as the Vice President, and having his signature duly attested by the cashier, such officer being authorized to so do.

WITNESS MY HAND and official seal at office in Maryville, Blount County, Tennessee, this 29th day of January, 1976.

[Signature]

NOTARY PUBLIC

My Commission Expires: October 18, 1977
TRACT "A", METES AND BOUNDS

DESCRIPTION, WILDERNESS TRACE

SITUATED in District No. Two (2) of Anderson County, Tennessee, and more particularly bounded and described as follows:

BEING a part of Parcel Number Six Hundred Six (606) on the plat of the entire City of Oak Ridge, Tennessee Subdivision Plan, as shown on Block Plan SD H-11, prepared by Michael Baker, Jr., Inc., and recorded in Oak Ridge Plat Book No. 1, Page 74, in the Register's Office of Anderson County, Tennessee; and also shown on related plats, said portion being more particularly described as follows:

BEGINNING at a point in the east right of way line of East Vanderbilt Drive Ext., said point being S. 54°-22 W. 63.00 feet from the west right of way line of South Illinois Avenue; thence S. 23°-22E. 134.54 feet to a point; thence S. 02°-51 E. 143.65 feet to a point; thence the following eight calls along the line of Harry L. Johnson; S. 87°-00 W. 171.84 feet; S. 03°-00 E. 86.63 feet; S. 87°-00 W. 151.58 feet; S. 28°-42 W. 130.00 feet; North 61°-18 W. 185.00 feet; N. 03°-00 W. 123.00 feet; N. 61°-18 W. 285.00 feet; N. 02°-25 W. 416.00 feet to a point in the south right of way line of East Vanderbilt Drive; thence with the south right of way line of East Vanderbilt Drive S. 61°-18 E. 527.85 feet to a point; thence to the right with the arc of a curve of radius equal 944.00 feet, a distance of 185.90 feet to a point; thence S. 50°-01 E. 55.00 feet to a point; thence N. 39°-59 E. 48.00 feet to a point; thence N. 50°-01 W. 3.50 feet to a point; thence to the right with the arc of a curve of radius equal 16.00 feet, a distance of 29.10 feet to a point; thence N. 54°-22 E. 85.00 feet to the point of BEGINNING, containing 7.0 acres more or less, as shown by survey of Crouch & Adams, Inc. Engineers, dated September 4, 1973.

BEING the same property conveyed to Harry L. Johnson and Sam J. Lewis, Jr., a general partnership, by deed from Harry L. Johnson and wife, Carolyn F. Johnson, dated September 27, 1973, and recorded in Deed Book I-12, Page 29, in the records of the Anderson County Register's Office. And being and intending to be all of the same property conveyed unto Fred R. Lawson, Trustee, by Harry L. Johnson and Sam J. Lewis, Jr., a general partnership, by Deed of Trust dated September 27, 1973 and of record in Trust Deed Book 353, Page 334 at the Register's Office for Anderson County, Tennessee; and being all of the same property conveyed unto The Blount National Bank of Maryville, (holding title for the proportionate benefit of The Blount National Bank of Maryville and Union Planters National Bank of Memphis) by Trustee's Deed dated May 15, 1975, of record in Deed Book Z-12, Page 239 at the Register's Office for Anderson County, Tennessee.

EXHIBIT "A", MASTER DEED DATED

JANUARY 29, 1976, WILDERNESS TRACE
EXHIBIT "C", MASTER
DEED DATED JANUARY
29, 1976, WILDERNESS
TRACE (CHAPTER)
CHARTER
OF
WILDERNESS TRACE CONDOMINIUM ASSOCIATION

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter for such corporation:

1. The name of the Corporation is WILDERNESS TRACE CONDOMINIUM ASSOCIATION.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be 90 Valley Forge Drive, Oak Ridge, Anderson County, Tennessee.

4. The Corporation is not for profit.

5. The purpose or purposes for which the Corporation is organized are:

"To provide an entity, pursuant to the Horizontal Property Act of the State of Tennessee, which shall be responsible for the operation of a Condominium or Condominiums located upon the real property described in that certain Master Deed of record in Deed Book 4-13, page 38, of the Register's Office for Anderson County, Tennessee, and, further, to undertake the performances of and to carry out the acts and duties incident to the administration of the operation and management of the said Condominium in accordance with the terms, provisions, conditions, and authorizations contained in this Charter and which may be contained in the Master Deed heretofore referred to, and in the amendments thereto, and to own, operate, lease, sell, trade or otherwise deal with such property whether real or personal, as may be necessary or convenient in the administration of the said Condominiums."

6. This Corporation is to have members.

7. The qualification of members, the manner of their admission to membership, the termination of such membership and voting rights of members shall be as follows:
(a) The owners of all units in said Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

(b) Memberships shall be established by the acquisition of ownership of fee simple title to or fee simple interest in a Condominium parcel ("Unit") in said condominium, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Master Deed, and by the recordation in the public records of Anderson County, Tennessee of the deed of other instrument establishing the acquisition and designating the Unit affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the Unit designated shall be terminated.

(c) The share of a member in the funds and the assets of the Association, and its common surplus, and membership in this Association, cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of his Unit.

(d) On all matters as to which the membership shall be entitled to vote, as hereinafter provided, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Master Deed and By-Laws.

(e) Until such time as a portion of the real property
described in Paragraph 5, hereof, is submitted to
Condominium ownership by the recordation of a
Master Deed, this Association shall be considered
to have no members and its affairs shall be
run by its Board of Directors.

8. The Association shall have all of the common law and
statutory powers of a corporation not for profit which shall
not conflict with the terms of law or this Charter, and, in
addition, the Association shall have all of the powers and
duties set forth in the Condominium Act (T.C.A. 64-2701, et.seq.)
and the Master Deed and By-Laws and all the powers reasonably
necessary for the administration of the affairs of the Condominium,
including but not limited to the following:

(a) To make and establish reasonable rules and regu-
lations governing the use of the Condominium or
portions thereof.

(b) To levy and collect assessments against members
of the Association to defray the common expenses
of the Condominium, and to utilize the proceeds
of assessments in the exercise of its powers and
duties.

(c) To maintain, repair, replace and operate the
Condominium and the other property comprising
the same, including the right to reconstruct im-
provements after casualty and to make further im-
provements to the Condominium property.

(d) To employ and dismiss personnel necessary for the
maintenance and operation of the Condominium.

(e) To contract for the management of the Condominium
and to delegate to such contractor all powers and
duties of the Association except those which may
be required by the Master Deed to have approval of
the Board of Directors or members of the Association.

(f) To purchase or lease or otherwise acquire in the name
of the Association or its designee Condominium Units
offered for sale or lease or surrendered by the owners
to the Association and to purchase Condominium Units
at foreclosure or other judicial sales in the name
of the Association or its designee.

(g) To sell, lease, mortgage, vote the votes appur-
tenant to or otherwise deal with Condominium Units
acquired by and to sublease Condominium Units
leased by the Association or its designee.

(h) To obtain insurance for the Condominium, including
Condominium units.

(i) To enforce the provisions of the Master Deed,
this Charter, the By-Laws of the Association,
and the rules and regulations governing the use
of the Condominium.

(j) To now or hereafter acquire and enter into leases
and agreements of every nature, whereby the Asso-
ciation acquire leaseholds, easements, memberships,
and other possessory or use interests in land or
facilities, including recreational and commercial
facilities, whether or not contiguous to lands of
the Condominium to provide enjoyment, recreation
or other uses or benefits to the owners of the
Condominium Units or as may be deemed by the Board
of Directors to be in the best interest of the
Association.

(k) To repair and improve or alter the Condominium
and to repair and restore the Condominium or
portions thereof after damage or destruction
as result of condemnation or eminent domain pro-
ceedings.
9. The first election of Directors of this Association shall be held as soon as practicable after the filing of the Master Deed herein referred to. Thereafter the election of the Directors shall take place at the annual meeting of the Association in accordance with the By-Laws. In the interim, the Developer shall have the right to appoint, designate, and elect all of the members of the Board of Directors. The Developer may, at any time, relinquish its right to appoint Directors.

10. All members of the Association shall be bound by the terms of the Master Deed herein referred to, this Charter, the By-Laws of the Association, and any Rules and Regulations adopted by the Board of Directors of the Association.

11. This Association shall have the power to sue and be sued on behalf of its members, and shall have the power and authority, without limitation, to maintain a class action and to settle a cause of action on behalf of the Unit owners.

12. No amendment to this Charter, which shall abridge, amend or alter the rights of the Developer to designate and select members of the Board of Directors of the Association as provided in Paragraph 9 hereof, may be adopted or become effective without the prior written consent of the Developer.

13. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.
The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

[Signature]
S./H. Fonder, Incorporator
EXHIBIT "D", MASTER
DEED DATED JANUARY
29, 1976, WILDERNESS
TRACE (BY-LAWS)
BY-LAWS
OF
WILDERNESS TRACE CONDOMINIUM ASSOCIATION

ARTICLE I

Identity

These are the By-Laws of WILDERNESS TRACE CONDOMINIUM ASSOCIATION (hereinafter called the "Association"), a corporation not for profit under the laws of the State of Tennessee, the charter of which was filed in the office of the Tennessee Secretary of State on the _____ day of ________, 19____, and which has been organized for the purpose of administering the operation and management of Wilderness Trace, a Condominium regime established pursuant to a Master Deed recorded in the Register's Office of Anderson County, Tennessee, simultaneously herewith, which Condominium is hereafter called the "Condominium."

ARTICLE II

Certain Definitions

The terms used in these By-Laws which are defined in the Master Deed and in Chapter 27 of Title 64 of Tennessee Code Annotated (hereinafter referred to as the "Condominium Act" or the "Act"), except as herein otherwise expressly provided or unless the context otherwise requires, shall have the meanings assigned to such terms in the Master Deed and in the Condominium Act. The term "Member" as used herein shall mean a Member of the Association.
ARTICLE III
Office

The Office of the Association and of the Board of Directors shall be located at the Condominium properly in Oak Ridge, Anderson County, Tennessee, or at such other place as may be designated by the Board of Directors.

ARTICLE IV
Fiscal Year

The fiscal year of the Association shall be the calendar year.

ARTICLE V
Seal

The Association shall have no seal.

ARTICLE VI
Directors

Section 1. Number and Term. The affairs of the Association shall be managed by a Board of Directors of five members. Directors shall be elected at the annual meeting of the members and, except as herein otherwise set out, each Director shall be elected to serve for two years or until his successor shall be elected and qualified, provided that, at the first annual meeting of the members at which the members will elect the Board of Directors of the Association, the term of office of three members of the Board of Directors so elected shall be fixed at one year and the term of office of the other two members of the Board of Directors shall be fixed at two
years. Thereafter, at the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of two years as herein set out.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium, including all the powers and duties of the Association existing under the Condominium Act, the Master Deed, the Charter, and these By-Laws, subject only to approval of the membership when such is specifically required.

Section 3. Management Agreement. The Board of Directors may employ for the Condominium a managing agent or a manager at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the manager or the managing agent all of the powers granted to the Board other than those specifically required to be exercised by the Board of Directors of the membership of the Association.

Section 4. Election of Directors. Directors shall be elected at the annual meeting of Members. A nominating committee of three persons shall be appointed by the Board not less than 30 days prior to the annual Members meeting and said
committee shall nominate one person for each Director who will be rotating off the Board. Other nominations may be made from the floor. Election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast at the meeting. Each person voting shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 5. Removal of Members of the Board. At any regular or special meeting of Members, any one or more of the members of the Board of Directors may be removed with or without cause by a vote of 2/3 of the Members and a successor may then and there, or thereafter, be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board until a successor shall be elected at the next annual meeting of Members.

Section 7. Organization Meeting. The first meeting of the Directors following the first annual meeting of Members
Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum and Required Vote. At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Compensation. Directors' fees, if any, shall be determined by the Members of the Association, provided that Directors designated by the Developer shall not receive any compensation from the Association for acting as such.

Section 13. Presiding Officer. The President shall preside at all meetings of the Board, unless he is not present, in which case the Directors present shall elect one from among their number to preside.
shall be held within ten days thereafter at such time and place as shall be fixed by the Members at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days notice to each member of the Board, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board.

Section 10. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the
ARTICLE VII
Meetings of Members

Section 1. Annual Meetings. Promptly after the occurrence of the first event constituting a condition precedent to the first election of Directors, the Developer shall notify all Members thereof, and the first annual meeting of the Members of the Association shall be held within thirty days thereafter on a call issued by the President. At such meeting all persons designated by the Developer shall resign as Directors, and all Members and the Developer (if Developer shall be so entitled) shall elect a new Board of Directors. Thereafter, the annual meeting of the Members shall be held on the 15th day of January of each succeeding business day. At such meeting the Board of Directors shall be elected by ballot of the Members (and the Developer if so entitled) in accordance with the requirements of these By-Laws. The Members may transact such other business at such meeting as may properly come before the meeting.

Section 2. Place of Meetings. Meetings of Members shall be held at the Condominium or at such other suitable place convenient to the Members as may be designated by the Board of Directors.

Section 3. Special Meetings. Special meetings of the Members shall be held whenever called by the President. It shall be the duty of the President to call a special meeting if so directed by a resolution of the Board of Directors or upon written request
of a majority of the Members. Business transacted at such meetings shall be confined to the purposes set forth in the notice thereof.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual and special meeting of the Members, at least ten, but not more than twenty days, prior to such meeting, stating the purpose thereof as well as the time and place where the meeting is to be held, to each Member at his address as it shall appear on the books of the Association. The mailing of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Members cannot be held because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 6. Quorum and Required Vote. The presence in person or by proxy of Members entitled to cast a majority of the votes of the entire membership shall constitute a quorum at all meetings of the Members. When a quorum is present at any meeting, action by the Members at such meeting shall be by a plurality of the votes cast at the meeting unless the question is one upon which, under the provisions of the Master Deed, the Charter, the Condominium Act or the By-Laws, a different vote shall be required, in which case such requirement shall govern and control the decision of such question.
Section 7. Proxies. Votes may be cast in person or by proxy. A proxy shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

Section 8. Order of Business. The order of business at all meetings of the Members shall be as follows:

1. Roll Call
2. Proof of Notice of Meeting.
3. Reading of minutes of previous meeting.
4. Reports of Officers.
5. Report of Board of Directors.
7. Election of inspectors of election (when so required).
8. Election of members of the Board of Directors (when so required).
11. Adjournment.

Section 9. Determination of Vote. On all matters as to which the membership shall be entitled to vote, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Master Deed, Charter, and these by-Laws.

If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record-owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice-President and attested by
the Secretary or Assistant Secretary of the Corporation and
filed with the Secretary of the Association. Such certificates
shall be valid until revoked, or until superseded by a subsequent
certificate, or until a change in the ownership of the unit con-
cerned. A certificate designating the person entitled to cast the
vote of a unit may be revoked by all the owners of the unit.

Section 10. Meetings before Completion. Until the Developer
has completed and sold twenty-five (25) units of the Condominium,
or until the Developer elects to terminate its control of the
Condominium, whichever shall first occur, there shall be no meeting
of members of the Association unless a meeting is called by the
Board of Directors.

ARTICLE VIII

Officers

Section 1. Designation. The officers of the Association
shall be a President, a Vice President, a Treasurer, a Secretary,
and such other officers as the Board of Directors deems necessary
or desirable. Any person may hold one or more offices except that
the President shall not also be the Secretary or an Assistant
Secretary.

Section 2. President. The President shall be the Chief
Executive Officer of the Association. He shall preside at all
meetings of Members and of the Board of Directors. He shall have
all of the general powers and duties which are incident to the
office of President of a Tennessee non-profit corporation, including but not limited to the power to appoint committees from among the Members from time to time as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association.

Section 3. Vice President. The Vice President shall take the place of the President and shall perform his duties whenever the President shall be absent or be unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall in general perform all of the duties incident to the office of Secretary of a Tennessee non-profit corporation. Any Assistant Secretary shall perform the duties of the Secretary when the secretary is absent.

Section 5. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate books of account and financial records showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be bonded in an amount to be determined by the Board of Directors, and the cost of the bond shall be a common expense of the Members.
Section 6. Agreements, Deeds, Charters, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

ARTICLE IX

Fiscal Management

Provisions for fiscal management of the Association set forth in the Master Deed and Charter are incorporated herein by reference and shall be supplemented by the following provisions:

Section 1. Determination of Common Expenses and Fixing of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the Common Expenses, and allocate and assess such Common Expenses among the Members. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before 60 days prior to January 1 of the year for which the budget is made. In the event that the budget shall be subsequently amended, a copy of the amended budget shall be furnished to each Member concerned. Delivery of said documents to each Member shall not effect the liability of any Member for any such assessment nor shall delivery of such documents be considered a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto. Nothing herein contained shall be construed
as restricting the right of the Board of Directors, at any
time in their sole discretion, to levy any additional assessments
in the event that the budget originally adopted shall appear
to be insufficient to bear the costs and expenses of the operation
or management, or in the event of emergencies.

The budget shall contain estimates of the cost of performing
the functions of the Association, including but not limited to
the following: amounts necessary for maintaining and operating
Common Elements, office expense, Utility Services, casualty and
liability insurance, administration and reserves (operating and
replacement), management fees and costs of maintaining easements
and other possessory and use interest in Recreation Facilities
and amounts to be used for capital expenditures for additional
personal property to be part of the Common Elements.

The budget shall contain a "general operating reserve"
which shall include a sum of not less than 3% of the total of
the annual normal monthly assessments.

Section 2. Assessments. Assessments against Members for
their shares of the Common Expenses shall be made on or before
January 1 of the year for which the assessment is made. Such
assessments shall be due in twelve equal monthly installments
commencing on the 1st day of January of the year for which the
assessment is made. If an annual assessment is not made as
required, an assessment shall be presumed to have been made in
the amount of the last prior assessment and monthly installments
on such assessment shall be due each month until changed by an
amended assessment. In the event the annual assessment proves
to be insufficient, the budget and assessment may be amended at
any time by the Board of Directors.

Section 3. Acceleration of Assessment Installments Upon Default. If a member shall be in default of a payment of an installment upon an assessment for a period of fifteen (15) days, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Member, and then the unpaid balance of the assessment shall come due upon the date stated in the notice.

Section 4. Assessments for Emergencies. Assessments for Common Expenses for emergencies which cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need for such is given to the Members concerned. All assessments for emergencies must be approved by a majority of the Board of Directors.

Section 5. Special Assessments. If any Member shall violate any provision of the Master Deed, Charter, By-Laws or Rules or Regulations adopted by the Board of Directors, the costs of the Association, including reasonable Attorney's fees, in enjoining, abating or remedying such violation shall be collectible by the Association from said Member by such assessment or otherwise.

Section 6. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of such monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.
Section 7. Audit. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of the audit report shall be furnished to each Member who requests same no later than April 1 of the year following for which the audit shall be made. Such audit shall be made available, upon request, to any lender who holds a mortgage on any unit.

ARTICLE X
Parliamentary Rules

The latest edition of Roberts Rules of Order shall govern the conduct of the corporate proceedings when not in conflict with the Charter and these By-Laws.

ARTICLE XI
Amendments

Amendments to these By-Laws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is to be considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval by the other. Such approval
must be by two-thirds (2/3) of the members of the Association; and such approval must be by a majority of the members of the Board of Directors.

3. No amendment may be made to these By-Laws which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Master Deed.

The foregoing were adopted as the By-Laws of Wilderness Trace Condominium Association, a corporation not for profit under the laws of the State of Tennessee, at the first meeting of its Board of Directors on the ___ day of __________, 19___.

__________________________
Secretary

Approved:

__________________________
President