Exhibit 1
This document was prepared by: 

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Maryville, Tennessee 37801

Responsible for:

Wilderness Trace Condominium Association
90 Valley Forge Drive
Oak Ridge, Tennessee 37830

M A S T E R D E E D

Establishing a Horizontal Property Regime of
WILDERNESS TRACE

This MASTER DEED is made as of this 29th day of January, 1976, by THE
BLOUNT NATIONAL BANK OF MARYVILLE, a national banking association with principal
offices in Blount County, Tennessee (holding title for the proportionate benefit of
The Blount National Bank of Maryville and Union Planters National Bank of Memphis)
("DEVELOPER") for itself, its successors and assigns, and by this Master Deed the
Developer hereby submits the land described in Exhibit "A", attached hereto and
made a part hereof by reference, together with all buildings, improvements and struc-
tures now or hereafter constructed or situated thereon and together with all eas-
ements, rights and appurtenances belonging thereunto ("Property"), to the provisions
of Chapter 27 of Title 64 of Tennessee Code Annotated, known as the Tennessee
Horizontal Property Act ("Condominium Act") and does hereby establish a horizontal
property regime with respect to the Property to be known as "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
Wilderne s Trace Condominium Association (Exhibit "A") and the By-Laws of
Wilderness Trace Condominium Association (Exhibit "D"), 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 same 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, hypothecated and/or encumbered subject to the covenants, restrictions,
uses, limitations, obligations, sentences, 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 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 amend-
ments 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 or 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 grantor, 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 "D".
(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 "G".
(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 2-1/2 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. Each unit of 2-1/2 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 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 cubiciles 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, except as a right in common to share same with other 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 interchangeable 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 "H", recorded in Book 9, Page 54 and Exhibit "H", 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) Substantially in accordance with the plans and specifications heretofore prepared by Morton and Sweaster, A.I.A., dated [specific date].

(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 arrangement 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 decrease the number of units or alter the boundaries of the Common Elements without amendment of this Master Deed in the manner elsewhere described herein. If more than one Unit is altered, the Developer shall appropriately apportion 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 encumbrance of a Condominium Unit, whether by deed, mortgage, deed of trust, will, inheritance, 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 specifically or particularly referring to the same. No Co-Owner, whether by deed, mortgage, deed of trust, will, inheritance, or otherwise, shall have any right to transfer, convey, or mortgage his Condominium Unit without also transferring, conveying, or mortgaging as an incidental 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>
<tr>
<th>Type Condominium Unit</th>
<th>Share of Common Elements and Common Surplus and Liability for Common Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-1/2 Story</td>
<td>2.2333334%</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, or any adjoining unit or any adjoining 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 a right of 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 inspection of 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 "C".

(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 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 decision shall be expressed by the same person who would cast a vote of such owner if in an Association meeting, unless the joinder 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 and ceilings 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 such 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 deductible 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 it shall have the right to enter such Condominium Unit for the purpose of removing or abating the cause of the 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 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, guests, 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 so to 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 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 fees, whether or not suit be brought.

(b) Waiver: No Owner may exempt himself from liability for any assessment levied against him by waiver 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. 66-2716.

(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 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, 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) Worker's Compensation Coverage: Worker'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 cover 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 at least ten (10) days prior written notice to all 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 of the then current policies. Prior to obtaining any renewal policy of fire insurance, the Association shall obtain an appraisal from an approved insurance source of the full replacement value of the structural elements of all of the Condominium Units and all of the Common Elements therein, without deduction for depreciation, but exclusive of excavation and foundations costs, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

(vi) 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 of all insurance policies purchased, in excess of $5,000.00, 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 theretofore described.

(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 foreseen, 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 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. REPAIR 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 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 Units), and the Association 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 mutual agreement among all the Owners in proportion 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 Owner 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 elsewhere provided either herein, or by statute, Charter, or By-Law provision, 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 or 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 Units 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 Reconstruction 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, which legal description or descriptions may have been incorrect by reason of scrivener's error 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
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 therefore 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 of 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) **Severability:** 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.

[Signatures]

UNION PLANTERS NATIONAL BANK OF MEMPHIS
(Developer)

By: [Signature]

THE BLOUNT NATIONAL BANK OF MARYVILLE
(Developer)

[Signature]

JAMES H. PONDER, Vice President

[Signature]

LILLY M. JONES, Assistant Cashier
STATE OF TENNESSEE 
) S.S.
COUNTY OF SHELBY 
)

Personally appeared before me, the undersigned Notary Public in and for said county and state, WAYNE J. HASKINS, 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 bargaining, 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, this 29th day of January, 1976.

Carol Daniel
NOTARY PUBLIC
My Commission Expires: July 24, 1979

STATE OF TENNESSEE 
) S.S.
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 his oath, acknowledged himself to be a Vice President of The Blount National Bank of Maryville, the within named bargaining, 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 Maryville, Blount County, Tennessee, this 29th day of January, 1976.

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. 65.00 feet from the west right of way line of South Illinois Avenue; thence S. 23-222. 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 15.00 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 P. 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 2-12, Page 239 at the Register's Office for Anderson County, Tennessee.
AMENDMENT TO THE MASTER DEED

OF

WILDERNESS TRACE

THIS AMENDMENT to the Master Deed of Wilderness Trace, a horizontal property regime, is intended to and does hereby amend the original Master Deed of record in Deed Book J-13, page 38, in the Register's Office for Anderson County, Tennessee, as follows:

(1) Paragraph 10, is hereby amended to add subparagraphs "l" and "m" as follows:

(a) Availability. The owners association shall make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the declaration, by-laws and other rules governing the condominium, and other books, records and financial statements of the owners association. The owners association shall also be required to make available to prospective purchasers current copies of the declaration, by-laws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request during normal business hours or under other reasonable circumstances. The declaration, or its equivalent, shall provide that upon written request from any of the agencies or corporations which has an interest or prospective interest in the condominium, the owners association shall be required to prepare and furnish within a reasonable time, an audited financial statement of the owners association for the immediately preceding fiscal year.

(b) Fidelity Bonds. By the terms of the declaration or other appropriate constituent document of the condominium, a blanket fidelity bond shall be required to be maintained by the owners association for all officers, directors and employees of the owners association and all other persons handling, or responsible for, funds of or administered by the owners association. Such fidelity bonds shall name the owners association as an obligor and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the owners association or the management agent, as the case may be, at any time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to 3 months aggregate assessments on all units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", of similar terms or expressions. The premiums on all bonds required herein shall be paid by the owners association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days prior written notice to the owners association or insurance trustee, and that such bonds provide that the FNMA Servicer, on behalf of FNMA, also receive such notice of cancellation or modification.
(2) Paragraph 13 is hereby amended to add subparagraph "D" as follows:

(d) Priority of Lien. Any lien of the owners association for common expense charges and assessments becoming payment on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the unit. Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer of a unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit so sold or transferred from the lien of any common expense charges thereafter becoming due.

(3) Paragraph 14, Subparagraph (c) is hereby amended to read as follows:

(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 hereby referred to as the "Insurance Trustee". Pending designation of such bank, the Association shall be the Insurance Trustee. The owners association, as insurance trustee, is designated as Attorney in Fact for the purpose of purchasing and maintaining insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The insurance trustee shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance, and to perform such other functions as are necessary to accomplish this purpose.

(4) Paragraph 18 is hereby amended to add Subparagraph "C" as follows:

(c) Leasing Restrictions. (1) all leases shall be in writing and be subject to the declaration and by-laws. (2) Unit Owners are prohibited from leasing their units for an initial term of less than 30 days. However, no prohibition related to the term of a lease shall apply to a lease having an initial term exceeding six months.

(5) Paragraph 19, Subparagraph "A" is hereby amended to read as follows:

(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 with the approval of the eligible holders of first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated.

(6) Paragraph 20 is hereby amended to add Subparagraph "E" as follows:

(e) Notices of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the owners association
(such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:

1. Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive assessment rights appertaining thereto; (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto; (iii) the number of votes in the owners association appertaining to any unit; or (iv) the purposes to which any unit or the common elements are restricted.

2. Any proposed termination of the condominium regime.

3. Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder.

4. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days.

5. Any lapse, cancellation or material modification of any insurance policy maintained by the owners association pursuant to paragraph 14(a) (i) and (ii).

All other provisions and conditions as recited in the original Master Deed of record in Deed Book J-13, page 38, in the Register’s Office for Anderson County, Tennessee, shall remain unchanged.

IN WITNESS WHEREOF, the undersigned Board of Directors and property owners have hereunto executed this instrument, this the 14th day of January, 1985.

BOARD OF DIRECTORS

[Signatures]

[Signatures]

[Signatures]
PROPERTY OWNERS

Kay E. Bieniek #96
Peggy A. Jones #80
Bernard Younger #3498
Connie Bernard #141, 92
Linda K. Berg #72
Jean Miller #104
Kellie Mack #40
Tom Lee #28
Anthony L. Zepha #54
Ray B. Johnson #86
Darrel Baker #16
Clyde Wiseman #76
ED Holker #82
Gary Stewart #50
John T. Benson #60
Betty J. Bollonay #12
Larry J. Poell #50
Joel McDonald #10
James Paul #46
James Baker #60
Charles H. Rector #46
Mary D. Fenn #68
Guy Kay Long #18
Betty & John #40
Larry C. Coggin #88
Earl Tucker #82
Ronnie R. Bradley #94
STATE OF TENNESSEE )
COUNTY OF KNOX )

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared, LYNN J. DEGENBARHT, EDITH M. HUMMEL, KAY E. BIERNEK, DOROTHY B. WALKER AND THEODORE J. BONOUGH, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the BOARD OF DIRECTORS, of the WILDERNESS TRACE OWNER'S ASSOCIATION, the within named bargainor, a corporation, and that they as such BOARD OF DIRECTORS, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as the BOARD OF DIRECTORS.

Witness my hand and official seal at office in Knox County, this the 17th day of July, 1985.

\[Signature\]

NOTARY PUBLIC

My Commission Expires: 2/85-87