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MASTER DEED  
AND  
DECLARATION OF CONDOMINIUM  
FOR  
THE VILLAS OF BARRINGTON

STEVE HALL  
REGISTER OF DEEDS  
KNOX COUNTY, TN

THIS MASTER DEED and the exhibits which are attached hereto and made a part hereof are made and executed in Knox County, Tennessee, as of the 13<sup>th</sup> day of November, 1998, by BRECKENRIDGE, INC., a Tennessee corporation (hereinafter called "Developer"), for itself, its successors, grantees and assigns, pursuant to the provisions of the Tennessee Horizontal Property Act (Tennessee Code Annotated Sections 66-27-101 et seq., hereinafter referred to as the "Act").

WITNESSETH

WHEREAS, Developer is the owner of certain real property located in Knox County, Tennessee, and more particularly described in Exhibit "A" of this Master Deed which is attached hereto and made a part hereof (hereinafter referred to as the "Land"), together with certain improvements on the Land (the Land and all improvements now or hereafter located thereon are collectively referred to as the "Property"); and

WHEREAS, it is the intention of the Developer to submit the Property to a horizontal property regime pursuant to the Act, and individual condominium units within the regime to various purchasers, subject to the covenants, conditions, and restrictions herein reserved to be kept and observed; and

WHEREAS, Developer desires and intends by filing this Master Deed to submit the Property to the provisions of the Act as a residential condominium property regime, to impose upon such Property mutually beneficial restrictions under a general plan of improvement for the benefit of the Property and the owners thereof in accordance with the provisions hereof.

NOW, THEREFORE, the Developer does hereby declare as follows:

1. Establishment of Condominium. The Developer hereby submits the Property to the provisions of the Act in order to establish a horizontal property regime known as "The Villas of Barrington." By the recording of this Master Deed, Developer hereby publishes and declares that the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved in accordance with the provisions of the Act and subject to the covenants, conditions, restrictions, uses, limitations, and obligations of this Master Deed, which shall be deemed to run with the Property and shall be a burden and a benefit to the Developer, its successors and assigns and any person acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns. References herein to "the Condominium" or to "The Villas of Barrington" shall refer to the horizontal property regime hereby established with respect to the Property and improvements thereto as contemplated herein.

2. Definitions. The terms used herein or in the exhibits attached hereto shall have the meanings stated as follows, unless the context otherwise requires:

(a) Common Elements means all parts of the Property not included within the Unit boundaries as described in Section 4.

(b) Common Element Expenses means the expenses or financial liabilities for the operation of The Villas of Barrington. These include:

(i) Expenses of administration, insurance, maintenance, operation, repair, or replacement of the General Common Elements, including but not limited to any taxes and special assessments attributable to the General Common Elements;

(ii) The expense of performing the Condominium Association's maintenance obligation described in Section 11(b) relative to the exterior of Units;

(iii) Expenses agreed upon and designated as Common Element Expenses by the Condominium Association;

(iv) Expenses declared Common Element Expenses pursuant to the provisions of this Master Deed, the Condominium Bylaws, or the Act;

(v) Any valid charge against The Villas of Barrington as a whole;

(vi) Pool Association dues and assessments assessed against Unit Owners;  
and

(vii) Such reasonable reserves as may be established by the Condominium Association, whether held in trust or by the Condominium Association, for maintenance or addition to the Common Elements or any other real or personal property acquired or held by the Condominium Association.

(c) Condominium Association means The Villas of Barrington Condominium Association, Inc., a Tennessee non-profit corporation, its successors and assigns. A copy of the Charter of The Villas of Barrington Condominium Association, Inc. is attached hereto as Exhibit "B" and shall be hereinafter referred to as the "Condominium Charter."

(d) Condominium Board of Directors means the governing body of the Condominium Association with the powers and duties set forth in the Condominium Bylaws.

(e) Condominium Bylaws shall mean the bylaws for the administration of The Villas of Barrington by the Condominium Association contained in Exhibit "C" attached hereto, as the same may be amended from time to time. The terms of the Condominium Bylaws are hereby incorporated into this Master Deed, but this Master Deed shall control in the event that any provision of the Condominium Bylaws shall conflict with any provision of this Master Deed.

(f) Condominium Rules and Regulations shall mean the rules and regulations concerning the use of the Property and operation and functions of the Condominium Association as from time to time are in effect.

(g) Developer Control Period shall have the meaning given to such term in Section 20 hereof.

(h) Dues means that portion of the dues (both annual and special) of the Pool Association which are assessed against members of the Condominium Association pursuant to the terms hereof and the terms of the bylaws of the Pool Association.

(i) Eligible Mortgagee shall mean a beneficiary under or holder of a deed of trust or a mortgage whereby such holder holds a first security interest in a Unit which has notified the Condominium Association, in writing, of its name and address and pertinent Unit number. The term Eligible Mortgagee shall also be deemed to include, unless the context otherwise requires, any insurer or guarantor of a first security interest in a Unit which has notified the Condominium Association, in writing, of its name and address and pertinent Unit number.

(j) General Common Elements shall mean all Common Elements other than Limited Common Elements, as further defined and set forth herein.

(k) Limited Common Elements shall mean a portion of the Common Elements reserved for the exclusive use of owners of such Units to which they may be appurtenant as hereinafter set forth.

(l) Master Deed shall mean this document relating to the Property pursuant to the provisions of the Act.

(m) Mortgage shall mean a deed of trust as well as a mortgage.

(n) Plat shall mean and refer to collective Exhibit "D" hereto, prepared by Batson, Himes, Norvell & Poe, and shall include any additions or amendments to said collective Exhibit "D" or any new plats or surveys showing a more detailed location of any completed structures, buildings and Units which may be recorded as an amendment hereto in accordance with the provisions of this Master Deed or as a separate recorded plat.

(o) Pool Association means Barrington Pool Association, Inc., a Tennessee non-profit corporation, its successors and assigns. A copy of the Charter of Barrington Pool Association, Inc. and Bylaws of Barrington Pool Association, Inc. are attached hereto as Exhibits E and F, respectively.

(p) Property shall mean the entire interest of the Developer in the Land to be divided and developed into residential condominium units including the buildings, all improvements and structures thereon, all easements, rights, and appurtenances belonging thereto, the Common Elements, and all articles of personal property intended for common use in connection therewith.

(q) Unit Owner means "co-owner" as defined by the Act, but excluding those having such interest merely as security for the performance of an obligation.

(r) Unit means "Apartment" as defined by the Act and shall be a portion of The Villas of Barrington designed and intended for separate ownership or occupancy as set forth herein.

3. Development Plan. The Villas of Barrington have been or will be developed in the following manner:

(a) Name: The name of the condominium project is "The Villas of Barrington."

(b) Units: The Villas of Barrington shall consist of eighty (80) Units constructed on the Land in the locations shown on the Plat. Party walls will exist between certain of the Units as shown on the Floor Plans (as defined below) and the Plat.

(c) Unit Types: The Villas of Barrington shall be comprised of Units of a "townhouse" style consisting of a downstairs level (i.e., a first ground-level floor), an upstairs level (i.e., a second floor), and a private garage. The upstairs level may or may not be in a finished condition permitting the occupancy by persons therein, and may be utilized for storage subject to the provision hereof and applicable governmental laws, ordinances and regulations.

(d) Plans: The plans prepared by Pilgrim, Penland, Cooper & Perry, Architects, P.L.C., and attached hereto as Exhibits G (collectively, the "Floor Plans"), depict the floor plans for Units. The Floor Plan for any Unit is subject to modification as may be requested by a Unit Owner and approved by the Developer.

(e) Other Improvements: The Villas of Barrington shall include landscaping and driveways, all of which are or will be located substantially as shown on the Floor Plans and the Plat.

(f) Amendment and Alteration for Floor Plans and Plat: Developer reserves the right to change the interior design and arrangement of any Unit, as long as Developer owns the Unit so altered. In addition, anything herein to the contrary notwithstanding, the Developer may at any time and from time to time amend the Plat to show the location and boundaries of the Units (whether existing or newly created Units) by recording an amendment to the Master Deed, and any such

amendment(s) shall require execution and approval only by the Developer and by no Unit Owner(s) or mortgagee. However, no such change or amendment shall substantially alter the boundaries of the Common Elements, without prior written approval or as otherwise expressly provided herein.

4. Units and Unit Boundaries: Each Unit Owner shall have an estate in fee simple in the Unit(s) acquired and owned by such Unit Owner. The boundaries of each Unit shall be determined in the following manner:

(a) The upper boundary shall be the plane of the exterior surfaces of the roof above each Unit.

(b) The lower boundary shall be the plane of the upper surfaces of the floor slab of the first ground-level floor of each Unit.

(c) The vertical boundaries of each Unit shall be the boundaries for such Unit as shown upon the Plat. Provided, however, that to the extent that any Unit shall be constructed in a manner such that all or part of each Unit is outside the boundaries as shown on the Plat, the vertical boundaries of such Unit shall be (1) the exterior of the outside walls of the dwelling building bounding a Unit except where there is attached to the building a balcony, loggia, terrace, canopy, stairway, or other portions of the building serving only the Unit being bounded, in which event the boundaries shall be such as will include all of such structures and fixtures thereon, and (2) the centerline of the common fire wall(s) separating a Unit from another Unit.

(d) In determining the components of and what constitutes the makeup of a Unit, each Unit shall include all improvements located within the vertical and horizontal boundaries described above, including but not limited to the floor system (flooring and structural supports) between the first ground-level floor and second floor of each Unit, wall coverings, carpet, ceiling coverings and coatings, cabinetry, appliances and lighting fixtures exclusively serving a specific Unit and located within the boundaries of each Unit, as such boundaries are defined and determined in subsections (a), (b) and (c) of this section.

5. General Common Elements. The General Common Elements consist of the entire Property other than Units and Limited Common Elements (as further defined herein), including, by way of description, without limitation, the following:

(a) The Land described on Exhibit "A" aforesaid whether improved or unimproved;

(b) All foundations;

(c) All private streets and street curbs, subject to the easements and provisions set forth in this Master Deed;

(d) Any fence installed by the Developer on the Land, and all appurtenances thereto;

(e) Any controlled access entrance to the Land, including an electronic gate and all appurtenances thereto;

(f) Public connections, conduits, utility lines, and meters for gas, electricity, telephone and water not owned by the public utility or other agencies providing such services and serving more than one (1) Unit;

(g) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds and serving multiple Units;

(h) Any easement or other right which may now or hereafter be granted for the benefit of the Unit Owner(s) or others for access to or use of the Common Elements or for any other purposes;

(i) All tangible personal property required for the operation, maintenance and administration of The Villas of Barrington which may be owned by the Condominium Association; and

(j) All other facilities or elements of any improvement located upon the Property necessary or convenient to the management, operation, maintenance and safety of The Villas of Barrington or normally in common use.

6. Limited Common Elements. The Limited Common Elements shall be for the exclusive use of the Unit to which they are appurtenant as they may appear on the Plat and/or the Plans. Ownership of the Unit and the Limited Common Elements may not be divided, and any transfer of the Unit shall include a transfer of the Limited Common Elements appurtenant thereto. The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

(a) If a chute, chimney, flue, pipe, duct, wire, conduit, bearing wall, bearing column, fence, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one (1) Unit or a portion of the Common Elements is a part of the General Common Elements.

(b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios, courtyards enclosed by fencing, exterior lighting and each exterior door and window or other fixture designed to serve a single Unit that is located outside the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit served and their use is limited to that Unit.

(c) Walkways, steps and driveways which provide access to a single Unit, shall be Limited Common Elements allocated exclusively to the Unit served, and their use is limited to that Unit subject to the Condominium Rules and Regulations. Driveways which provide access to two (2) Units shall be deemed "joint driveways" which shall be Limited Common Elements allocated (in an undivided manner as to said two (2) Units) exclusively to the two (2) Units served, and their use is limited to those two (2) Units subject to the Condominium Rules and Regulations.

(d) Storm windows and storm doors, if any, will be Limited Common Elements of the Unit which they service.

(e) Mailboxes, name plates and exterior lamp poles exclusively serving a specific Unit and located outside of the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit served and their use is limited to that Unit.

(f) Mechanical equipment, utility boxes, HVAC pads, etc. not owned by a public utility or other entity and serving only one (1) Unit shall be Limited Common Elements allocated to the Unit served. To the extent that any mechanical or electrical system, outlet, meter or the like shall be physically attached to or located in one (1) Unit but primarily or exclusively for the use or benefit of a second Unit(s), said system shall be a Limited Common Element of the second Unit(s) and the Unit Owners of the second Unit(s) shall have a perpetual easement for the location, maintenance, inspection and replacement of said system over and across the Unit(s) to which the same are attached or in which the same are located.

## 7. Rights and Use of General and Limited Common Elements.

(a) Each Unit Owner shall have an estate in fee simple and shall acquire as an appurtenance thereto an undivided interest in and to (i) the General Common Elements and (ii) the Limited Common Elements (if any) which are appurtenant to and/or service said Unit Owners' Unit(s). Neither General nor Limited Common Elements shall be divisible from the Unit to which they appertain.

(b) The General Common Elements are hereby declared to be subject to a perpetual nonexclusive easement in favor of all Unit Owners for their use and the use of their immediate families, guests and invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended and such easement shall be appurtenant to and shall pass with the title to each Unit.

(c) There shall be a perpetual and appurtenant right of ingress and egress to each Unit over and across any General Common Elements. Notwithstanding anything to the contrary herein contained, there shall be no restriction on the right of ingress and egress of any Unit Owner except in accordance with the Master Deed as pertains to security gating or controlled access for the protection and benefit of the Unit Owners. No amendment to the Master Deed, Condominium Bylaws, or any Condominium Rule or Regulation shall in any way restrict any Unit Owner's right of ingress and egress to any Unit, except as provided in the immediately preceding sentence. The right of ingress and egress shall pass with title to the Unit.

(d) So long as the Condominium has not been terminated, the Common Elements shall not be subject to partition or division, and further, no Owner shall have the right to bring any action in the nature of requiring partition or division of co-ownership.

(e) Notwithstanding anything to the contrary herein contained, there shall be no right of first refusal or similar restrictions on the alienation of any Unit whether now or hereafter located in The Villas of Barrington.

8. Rights and Use of Pool Association Facilities. Each Unit Owner and his or her family members and guests shall have the right to use the facilities and properties of the Pool Association, subject to and in accordance with the terms of the Pool Association Bylaws and the rules and regulations adopted by the Pool Association.

9. Liability for Common Element Expenses. Each Unit Owner shall be liable for and shall pay as and when assessed a portion of the Common Element Expenses to the extent and as provided in Section 12 hereof.

10. Maintenance, Repair, Alteration, and Replacement of Units

(a) The responsibility of the Unit Owner shall be:

(i) except for the maintenance to be performed by the Condominium Association upon the exterior of the Units in accordance with the terms of Section 11(b) hereof, to maintain, repair and, if necessary, replace, at such Unit Owner's sole cost and expense, all portions of such Owner's Unit and all Limited Common Elements appurtenant thereto;

(ii) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the Unit is located; and

(iii) to promptly report to the Condominium Association any defects or needs for repairs the responsibility for which is that of the Condominium Association.

(b) If any Unit Owner, after the receipt of written notice from the Condominium Board of Directors, fails or neglects in any way to perform any obligation with respect to the first class maintenance of its Unit, the Condominium Board of Directors shall have the right to perform or cause to be performed such maintenance and all sums expended and all costs and expenses incurred in connection with such maintenance by the Condominium Board of Directors shall be immediately due and payable by such Unit Owner to the Condominium Association and shall, for all purposes hereunder, constitute an expense payable solely by such Unit Owner. In the event such Unit Owner fails to pay the expense within ten (10) days after receipt of written notice from the Condominium Board of Directors of the amount due, such sums shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less, from the date when due until paid.

(c) Except as otherwise provided in this Master Deed, Unit Owners shall not make any structural alterations, changes, modifications, or improvements to the exterior of the building in which the Unit is located without the prior written approval of the Condominium Board of Directors to be exercised in its sole discretion. Written notice of any intended change, improvement or modification shall be given to the Condominium Board of Directors, setting forth details (including colors and materials to be used) and requesting approval. The Condominium Board of Directors shall consider the request and decide whether or not approval should be granted, and in doing so the Condominium Board of Directors shall take into consideration such factors as uniformity of exterior appearance and overall aesthetic impact of the proposed improvements or changes. The Condominium Board of Directors shall have the obligation to answer the written request within sixty (60) days after such request is received, and the failure to do so within the stipulated time shall constitute the Condominium Board of Directors' consent. Prior to, and as a condition of the granting of its consent, the Board may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board of Directors setting forth the terms and conditions under which such alterations, changes, additions, or improvements may be made, including, without limitation, the days and hours during which any work may be performed. Approval by the Condominium Board of Directors of any structural alterations, additions or improvements by Unit Owners shall not in any way be deemed to or construed to mean that such alterations, improvements, or additions are in compliance with laws, ordinances, and regulations of any governmental authorities, and such compliance shall (i) be a condition to any structural alterations, addition or improvement by a Unit Owner even if Condominium Board of Director approval has been obtained, and (ii) be the sole responsibility of the Unit Owner. The provisions of this Section 10(c) shall not apply to the Developer or Developer owned Units.

11. Condominium Association's Maintenance, Repair, Alteration, and Replacement Obligations

The obligations of the Condominium Association with respect to the maintenance, repair, alteration and replacement of the Property shall be:

(a) The maintenance, repair, and, if necessary, replacement of the General Common Elements.

(b) Any necessary painting of the exterior of the Units and all necessary repairs and replacements of Unit roofs.

(c) After the completion of the improvements which are contemplated by this Master Deed, the Plat and the Plans, there shall be no alteration or further improvement of the real property constituting the General Common Elements without prior approval in writing by the Unit Owners of not less than seventy-five percent (75%) of the General Common Elements, except (i) as provided by the Condominium Bylaws, and (ii) changes in the landscaping sought by the Developer during the Developer Control Period so long as the government standards for landscaping required under applicable governmental regulations for the improvements which are contemplated by this Master Deed are met or exceeded.

(d) Except as otherwise provided in this Master Deed or the Condominium Bylaws, all alterations, additions or improvements in or to any General Common Elements shall be made by the Condominium Association. The cost and expense of all maintenance, repair, alterations and replacement of the General Common Elements shall be a Common Element Expense assessed against the Unit Owners other than the Developer as provided in Section 12 hereof. No Unit Owner other than the Developer shall undertake to modify any portion of the General Common Elements.

12. Assessments for Common Element Expenses

(a) Every Unit Owner other than the Developer, by acceptance of a deed to a Unit, shall be deemed to covenant and agree to pay the Condominium Association a proportionate share (such share being referred to as an "Assessment") of the Common Element Expenses which is equal to the amount of such Common Element Expenses multiplied by a fraction, the numerator of which

is one (1) and the denominator of which is the total number of Units then conveyed by the Developer, its successor and assigns, to Unit Owners. The Developer shall not be required to share in the Common Element Expenses or to pay any Assessments on unsold Units.

(b) Common Element Expenses attributable to fewer than all of the Units described in Subsection (a) above shall be allocated in the following manner.

(i) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed to the Unit.

(ii) Any dues and assessments of the Pool Association attributable to a particular Unit shall be assessed to the Unit.

(iii) If a Common Element Expense is caused by the negligence or misconduct of a Unit Owner, the Condominium Association may assess that expense exclusively against that Unit Owner's Unit.

(iv) Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the terms of this Master Deed or the Condominium Bylaws are enforceable as Assessments.

(c) The Condominium Board of Directors shall set the amount of the Assessments, and such amounts shall be reasonably sufficient to pay all Common Element Expenses. Assessments shall be due and payable monthly, quarterly or semi-annually, in the manner prescribed by the Condominium Board of Directors.

(d) The Condominium Board of Directors may levy a Special Assessment applicable for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the General Common Elements, including necessary fixtures, equipment, and other personal property related thereto or for other lawful purposes, provided that any such Special Assessment shall be apportioned in the same manner as the regular Assessments and shall receive the assent of seventy-five percent (75%) of all the votes eligible to be cast in the affairs of the Condominium Association.

(e) The Condominium Association shall have a lien against a Unit for default in payment of Assessments. Such lien shall secure the timely payment of Assessments and shall also secure the payment of interest, costs, and reasonable attorney's fees in accordance with the provision of this Master Deed, the Condominium Bylaws or applicable law. The Assessments together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person(s) who was the Owner at the time the Assessments fell due. The personal obligation of the Unit Owner for delinquent Assessments shall not be deemed to pass to any successors in title unless expressly assumed by them or unless required by law. All record Unit Owners shall be jointly and severally liable with respect to the Assessments.

(f) No offsets against any Assessment shall be permitted for any reason whatsoever, including, without limitation, any claim that the Condominium Association is not properly discharging its duties. Further, no Unit Owner may be exempted from contributing to the Assessments by waiver of use or enjoyment of the Common Elements or by abandonment of any Unit or otherwise.

(g) Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by applicable law, whichever is less, from the date when due until paid. All payments upon account shall be first applied to interest and then to the Assessment payment first due. Assessments may be collected monthly, quarterly or semi-annually in advance, as determined in the sole discretion of the Condominium Board of Directors.



(h) In any foreclosure of a lien for Assessments, the Unit Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit and the Condominium Association shall be entitled to the appointment of a receiver to collect such rental.

(i) To the extent permitted by the Act, any lien which the Condominium Association may have against a Unit under the Act or under this Master Deed shall be subordinate to the lien or equivalent security interest of a first Mortgage on the Unit recorded prior to the date any such lien for Assessments was recorded.

(j) To the extent permitted by the Act, any Mortgagee holding a first Mortgage on a Unit who obtains title to the Unit as a result of foreclosure of the first Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, is not liable for the Assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be a Common Element Expense collectable from all of the Unit Owners. Any such sale or transfer pursuant to a foreclosure, however, shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from, the lien of any Assessments made or arising thereafter. Such foreclosure, or transfer in lieu of foreclosure, shall in no way affect, limit or abrogate the personal liability of the predecessor Unit Owner for such unpaid Assessments, and the Condominium Association's rights with respect to such predecessor Unit Owner shall not be diminished.

### 13. Pool Association.

A. Membership. The Condominium Association is a member of the Pool Association and is entitled to those privileges as more particularly described in the Pool Association's Bylaws. By reason of their membership in the Condominium Association, all Unit Owners are hereby entitled to the use and enjoyment of the Pool Association facilities, subject to the Pool Association Bylaws and applicable rules and regulations adopted by the Pool Association from time to time. Unit Owners shall not, individually, have any rights as members of the Pool Association or the right to vote for the election of directors of the Pool Association.

B. Governance. All decisions to be made by the Condominium Association arising from its membership in the Pool Association (including, but not by way of limitation, voting rights and the right to select candidates for election to the Pool Association board) shall be exercised in the sole discretion of the Condominium Board of Directors.

### C. Dues.

(1) Each Owner of a Unit other than the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Dues which may or shall be levied with respect to his or her Unit by the Pool Association pursuant to the terms of the Pool Association's Bylaws. The Developer shall not be required to pay dues to the Pool Association for or with respect to any unsold Unit(s) or any Unit(s) owned by the Developer. All such assessments shall be established by the Pool Association in accordance with its Bylaws; provided, however, such assessments shall be considered Common Element Expenses of the Condominium Association and as such shall be collected by the Condominium Association, which shall pay them over to the Pool Association. The Dues, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and continuing lien in favor of the Pool Association upon the Unit against which each such assessment of Dues is made. Each such assessment of Dues, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Unit Owner of such Unit at the time when the Dues become payable. The personal obligation for delinquent Dues shall not pass to his or her successors-in-title unless expressly assumed by them.

(2) The lien of the Dues provided for herein shall be subordinate to the lien of any first mortgage or deed of trust, first purchase money security deed, or security deed representing a first lien on said property. However, the sale or transfer of any Unit pursuant to

foreclosure of a first mortgage or deed of trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but not the personal liability of the Unit Owner(s) for payment of Dues. No sale or transfer shall relieve the Unit Owner of such Unit from liability for any Dues thereafter becoming due or from the lien thereof.

14. Percentage of Eligible Mortgagees. Wherever in this Master Deed the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding security interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Condominium Association when compared to the total allocated to all Units then subject to security interests held by Eligible Mortgagees

15. Amendment to Documents. Except as otherwise provided herein, this Master Deed may be amended in accordance with the following provisions:

(a) Any amendment shall be approved by a vote of at least seventy-five percent (75%) of holders of the voting power of the membership of the Condominium Association.

(b) Any Amendment which affects a Residential Owner's (as defined in the Pool Association Bylaws) obligation to pay dues to the Pool Association or the calculation of the amount of such dues must be approved by at least a majority of the Residential Lot Owners (as defined in the Pool Association Bylaws) and a majority of the Residential Unit Owners.

(c) No amendment shall change the portion of the dues or Common Element Expenses to be paid by a Unit Owner or affect the priority of any Mortgage, unless the record Unit Owner of the Unit affected and all lienholders thereon give their approval in writing.

(d) The amendment shall be executed by the President and one (1) other officer of the Condominium Association and duly recorded in the Register's Office for Knox County, Tennessee; provided, however, that in the event the Developer exercises its right to amend this Master Deed pursuant to the terms hereof, such signature by officers of the Condominium Association shall not be required; provided further, however, that the Developer shall certify that the amendment has been adopted pursuant to the particular terms hereof, and shall recite in the amendment the provisions granting the authority of the Developer to so amend this Master Deed. Further, during the Developer Control Period, the Developer shall be entitled to sign (by itself) and record any amendment so adopted pursuant hereto.

(e) Notwithstanding anything to the contrary herein contained, during the Developer Control Period, the Developer (i) must consent to and approve any amendment to this Master Deed, and (ii) shall have the right to amend this Master Deed, the Condominium Charter, the Condominium Bylaws, the Pool Association Charter and the Pool Association Bylaws, without the consent or approval of any Unit Owner, so as to conform with applicable laws, governmental regulations, and statutes, and/or to meet the requirements of lending institutions and agencies including but not limited to HUD, FmHA, etc., so that the Condominium and said documents are "approved" by said agencies. Furthermore, the Developer may amend this Master Deed, the Condominium Charter and the Condominium Bylaws to correct any inconsistencies or inadequacies therein and/or to more particularly locate (by legal description if necessary) the exterior boundaries of a specific Unit(s), so as to meet requirements of lending institutions and agencies, including, but not limited to, HUD, FmHA, etc.

(f) Notwithstanding any lower requirement permitted by this Master Deed or the Act, no provision of this Master Deed (or its exhibits) that establishes, provides for, governs or regulates any of the following shall be materially amended, nor shall any such provision have any material term added to it, without the vote of at least seventy-five percent (75%) of the Unit Owners and the approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees:

(i) voting rights;

- (ii) Assessments, Assessment liens or subordination of Assessment liens;
- (iii) dues, dues liens or subordination of dues liens;
- (iv) the right to use the Pool Association's facilities;
- (v) responsibility for maintenance, repairs and replacement of Common Elements and all other portions of the Condominiums;
- (vi) rights to use the Common Elements;
- (vii) the boundaries of any Unit or the exclusive easement rights appertaining thereto;
- (viii) convertibility of any Units into Common Elements or vice versa;
- (ix) expansion or contraction of The Villas of Barrington, or the addition, annexation or withdrawal of real property to or from Condominiums;
- (x) imposition of any restriction on any Unit Owner's rights to sell his Unit;
- (xi) any amendment affecting any decision by the Condominium Association to establish self-management when professional management has been required previously by at least fifty-one percent (51%) of the Eligible Mortgagees;
- (xii) any change in the manner of restoration or repair of the Property after casualty;
- (xiii) any amendment affecting actions to terminate the legal status of the Condominium regime;
- (xiv) any action affecting insurance or fidelity bonds;
- (xv) reserves for maintenance, repair and replacement of the Common Elements; or
- (xvi) any amendment affecting provisions that expressly benefit holders of Mortgages or insurers of first Mortgages on any Unit.

The limitations of this Subsection (f) shall not apply to any amendment or termination of the Condominium regime made as a result of destruction, damage, or condemnation pursuant to other provisions of this Master Deed, nor shall they apply to any reallocation of interests in the Common Elements that might occur pursuant to any plan of expansion or phased development.

#### 16. Notices of Action.

All Eligible Mortgagees will be entitled to timely written notice of:

(a) Any proposed amendment of the Condominium instruments effecting a change in: the boundaries of any Unit or the exclusive easement rights appertaining thereto; the interests in the Common Elements appertaining to any Unit or the liability for Common Element Expenses appertaining to any Unit; or the purposes to which any Unit or the Common Elements are restricted.

(b) Any proposed termination of the Condominium regime.

(c) Any condemnation or casualty loss that affects either a material portion of Condominiums or the Unit securing its Mortgage.

(d) Any 60-day delinquency in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the Mortgage (or insures or guarantees such Mortgage).

(e) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association.

(f) Any proposed amendment to this Master Deed that requires the consent of a specified percentage of mortgagees as provided in Section 15 above.

17. Condominium Association. The operation of The Villas of Barrington shall be by the Condominium Association, which shall fulfill its functions pursuant to the following provisions:

(a) The members of the Condominium Association shall be the Unit Owners.

(b) Notwithstanding the duty and right of the Condominium Association to maintain, repair and, if necessary, replace parts of the Property, the Condominium Association shall not be liable for injury or necessary, replacement, caused by any latent condition of the Property to be maintained and repaired by the Condominium Association, nor for injury or damage caused by the elements or other Unit Owners or persons.

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

(d) The Condominium Association shall have a right of entry upon the Units to effect emergency repairs. The Condominium Association shall also have a reasonable right of entry upon the Units to effect other repairs, maintenance, replacement, and improvements deemed necessary.

18. Developer's Reserved Rights. The Developer hereby reserves the following rights:

(a) The right to change the size and floor plan of any Units and, by way of amendment to this Master Deed (which may be made by the Developer without the consent or approval of any Unit Owner(s)), to set forth such additional Unit types as further exhibits to this Master Deed.

(b) The right to withdraw and grant easements to public utilities, municipalities, the State of Tennessee, riparian owners etc., so as to effectuate its development plan pertaining to The Villas of Barrington.

(c) The right to maintain ingress and egress easements over and upon the Common Elements for purposes of construction and repair.

(d) The right to complete improvements shown on the Plat.

(e) The right to maintain sales offices, management offices and model Units within The Villas of Barrington, so long as the Developer owns the Unit so employed.

(f) The right to maintain any and all easements over the Common Elements for the purposes of making improvements within The Villas of Barrington.

(g) The right to post signs and displays on the Common Elements to promote sales of Units, and to conduct sales activities, in a manner which will not unreasonably disturb Unit Owners.

- (h) The right to store and secure construction materials on the Common Elements.

It is understood, acknowledged and agreed by each of the Unit Owners, upon their acceptance of a deed for their respective Unit, that, in exercising its rights under this section, the Developer may cause certain noises, dust and other construction related situations which are the result of construction activities.

19. Limitations on Developer's Reserved Rights. The Developer's Reserved Rights may be exercised at any time prior to the expiration of the Developer Control Period.

This Master Deed shall not be construed to constitute a cloud on the Developer's title rights to The Villas of Burrington. The rights of the Developer under this Master Deed (including, without limitation, the right to develop the Property in accordance with the Plans and the Developer's Reserved Rights) may be assigned to any successor(s) by an express assignment in a recorded instrument, including without limitation, a deed, an option, or a lease. This Master Deed shall not be construed in any way to limit the right of the Developer at any time prior to such an assignment to establish additional licenses, reservations, and rights of way to itself, to utility companies, or to others as may be reasonably necessary to the property development and disposal of property owned by the Developer.

20. Developer Control Period and Transfer. During the Developer Control Period, the Developer shall be a member of the Condominium Association, shall hold one hundred percent (100%) of the voting power of the membership of the Condominium Association, and shall be entitled to cast one hundred percent (100%) of all votes cast in the affairs of the Condominium Association. During the Developer Control Period the Developer shall be entitled to, among other things, appoint and remove the officers and members of the Condominium Board of Directors. Upon the expiration of the Developer Control Period, the Developer shall relinquish all rights through which it may directly or indirectly control, direct, modify or veto any action of the Condominium Association, the Condominium Board of Directors or a majority of Unit Owners, and control of the Condominium Association shall pass to the Unit Owners. The "Developer Control Period" (as such term is used herein) shall commence on the date hereof and shall expire upon the earlier of the following:

- (a) one hundred twenty (120) days after the date by which ninety percent (90%) of the Units (whether built or unbuilt) have been conveyed to Unit purchasers, or
- (b) five (5) years from the date following the first conveyance to a Unit purchaser.

Provided however, that following expiration of the Developer Control Period, nothing herein shall be construed to limit the Developer's rights to exercise the votes allocated to the Units which it owns.

21. Insurance.

(a) To the extent reasonably available, the Condominium Board of Directors shall obtain and maintain insurance coverage as set forth in this section. If such insurance is not reasonably available, and the Condominium Board of Directors determines that any insurance described herein will not be maintained, the Condominium Board of Directors shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

(b) The Condominium Board of Directors shall obtain property insurance covering all personal property and fixtures owned by the Condominium Association and all building and improvements that are part of the Common Elements, in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation, excavation and other items normally excluded from coverage. The Condominium Board of Directors shall also obtain insurance against such risks normally covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to condominiums similar in construction, location and

use, including all risks normally covered by the standard "all risk" endorsement, in each case to the extent reasonably available and affordable. Insurance policies required by this subsection (b) shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owners.

(ii) An act or omission by a Unit Owner will not void the policy or be a condition to recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Condominium Association provides primary insurance.

(iv) Loss must be adjusted with the Condominium Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Condominium Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

(vi) The insurer may not cancel or refuse to renew the policy until ten (10) days after written notice of the proposed cancellation or non-renewal has been mailed to the Condominium Association, each Unit Owner, and each holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be substantially as follows:

"The Villas of Barrington Condominium Association, Inc. for the use and benefit of the individual Unit Owners".

(viii) In addition, any fixtures, equipment, or other property within any Unit that is to be financed by a Mortgage to be purchased by FmHA or FHLMC (regardless of whether or not such property is a part of the Common Elements) must be covered in such insurance policy.

(ix) Such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area in which the Condominium is located.

(c) The Condominium Board of Directors shall obtain comprehensive general liability insurance, including medical payments insurance, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements and public ways of the Property or with the activities of the Condominium Association. Coverage shall be in amounts determined to be reasonable by the Condominium Board of Directors but in no event less than One Million Dollars (\$1,000,000.00) for bodily injury, death, and property damage arising out of a single occurrence.

Insurance policies carried pursuant to this subsection (c) shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Condominium Association.

(ii) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.

(iii) An act or omission by a Unit Owner will not void the policy or be a condition to recovery under the policy.

(iv) If at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Condominium Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until ten (10) days after notice of the proposed cancellation or non-renewal has been mailed to the Condominium Association, each Unit Owner, and each holder of a first Mortgage to whom a certificate or memorandum of insurance has been issued at their last known addresses.

(d) The Condominium Board of Directors shall obtain worker's compensation as required by law.

(c) The Condominium Board of Directors shall obtain flood insurance, to the extent required by the Revised Legal Policies printed as Appendix 24 (Number 4265.1HG4) by the United States Department of Housing and Urban Development (elsewhere herein "HUD") after any determination by the Secretary of HUD that the Property has special flood hazards insurance under NFIP.

(f) A blanket fidelity bond (to the extent reasonably available and at a cost satisfactory to the Condominium Board of Directors) shall be maintained by the Condominium Association for all officers, directors, and employees of the Condominium Association and for anyone who either handles or is responsible for funds of the Condominium Association or funds held or compensation for their services. The bond shall name the Condominium Association as obligee and shall cover the maximum funds that will be in the custody of the Condominium Association or of the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' Assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days written notice to the Condominium Association, to each holder of a security interest in a Unit, to each servicer or insurer of a Mortgage on a Unit and to the Insurance Trustee, if any, before the bond can be canceled or substantially modified for any reason.

(g) The Condominium Board of Directors shall obtain such other insurance as the Condominium Board of Directors shall determine from time to time to be desirable in terms of both coverage and cost. Such other insurance may include, but need not be limited to, property insurance to cover the Units, including but not limited to, all walls located within the Units or defining the boundaries thereto, the floor systems (flooring and structural supports), the roof and ceilings, foundations/slabs, and any other structure deemed to be a part of the Units utilizing the definition of a Unit set forth in this Master Deed, to the extent that such insurance may be available to be obtained by the Condominium Association (the "Unit Structure Insurance"). If the Condominium Board of Directors elects to obtain and maintain the Unit Structure Insurance, insurance policies with respect thereto shall be in an amount equal to one hundred percent (100%) of the current replacement costs and the insurance policy requirements shall be the same as the insurance policy requirements for other property insurance to be obtained by the Condominium Board of Directors and described in subsection (b) of this Section 21. Notwithstanding any right of the Condominium Association to procure Unit Structure Insurance, absent the procurement of such insurance by the Condominium Association, the insurance responsibility for each Unit, including but not limited to, all walls, the floor systems (flooring and structural supports), the roof and ceiling, and foundation/slab, and all other parts of the Unit and all Limited Common Elements appurtenant thereto, shall be the responsibility of the Owner of such Unit. In addition, nothing contained in this section giving the Condominium Association the right to procure Unit Structure Insurance shall preclude the Unit Owners, or any of them, from also procuring similar insurance and, to the extent that the individual Unit Owners do not procure such insurance and the Condominium Association does not obtain and/or maintain Unit Structure Insurance, the risk of loss remains with the Unit Owners with respect to the Units, including all walls, floor systems, roofs, ceilings, foundations/slabs and all other items comprising the respective Units, or located therein.

(h) To the fullest extent permitted by law, to the extent that the Condominium Association has procured insurance which covers any loss relating to any aspect of the Condominium or the Units and such insurance proceeds are available to make repairs with respect

to portions of the Condominium, including some or all of the Units, each of the Unit Owners waives the liability of the other Unit Owners, the Condominium Association and the Condominium Board of Directors with respect to the cause of any such loss so covered by said insurance.

(i) Premiums upon insurance policies purchased by the Condominium Association shall be paid by the Condominium Association as a Common Element Expense.

The Condominium Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Element Expense.

(j) The Condominium Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Condominium Association, and to execute and deliver releases upon the payment of claims.

(k) Each Unit Owner shall obtain insurance on its Unit (including all Limited Common Elements appurtenant thereto) and on personal property belonging to such Unit Owner at its own expense; provided, however, that no Unit Owner shall be entitled to maintain insurance coverage in such a way as to decrease the amount which the Condominium Board of Directors, on behalf of all of the Unit Owners and their mortgagees, may realize under any insurance policy which the Condominium Board of Directors may have in force on the Property at any particular time.

(l) Any Unit Owner who obtains an individual insurance policy covering any portion of the Property, other than its Unit and personal property belonging to such Unit Owner, shall file a copy of such policy with the Condominium Board of Directors within thirty (30) days after purchase of such insurance. The Condominium Association shall use generally acceptable insurance carriers.

## 22. Responsibility of Insurance Trustee

(a) Notwithstanding any other provision or requirement of this Master Deed relating to property or liability insurance, the Condominium Association may name as an insured, on behalf of the Condominium Association, the Condominium Association's authorized representative, including any trustee with whom the Condominium Association may enter into any insurance trust agreement or any successor to such trustee, which may be (but shall not be required to be) any commercial bank regulated by the Federal Deposit Insurance Corporation in Tennessee having trust power that is selected by the Condominium Board of Directors as a trustee (herein referred to as the "Insurance Trustee"), who 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. To the fullest extent permitted under law, each Unit Owner shall be deemed by acceptance of his deed, to appoint and agree to appoint the Condominium Association or Insurance Trustee as attorney-in-fact (such appointment being irrevocable and coupled with a legal interest) for the purpose of purchasing and maintaining such 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.

(b) All insurance policies purchased by the Condominium Association shall provide that, during any period when the appointment of an Insurance Trustee remains effective, proceeds covering property losses shall be paid to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.

(c) Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(i) All expense of the Insurance Trustee shall be first paid.



(ii) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in Section 23 below. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(iii) If it is determined as provided herein that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(iv) In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Condominium Association as to the names of the Unit Owners and their respective shares of the distribution, and as to whether or not the building(s) in which the Unit owned by a Unit Owner is to be reconstructed or repaired.

### 23. Reconstruction or Repair of Damaged Property.

(a) If the Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined that The Villas of Barrington shall be terminated.

(b) If the damaged property is any or all of the buildings in which any Units are located, and if Units to which fifty percent (50%) or more of the Common Elements are appurtenant are found by the Condominium Board of Directors to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined hereunder that The Villas of Barrington shall be terminated.

(c) If the damaged property is any or all of the buildings in which any Units are located, and if Units to which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Condominium Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and The Villas of Barrington will be terminated under Section 30 below unless within sixty (60) days after the casualty, the Unit Owners of at least seventy-five percent (75%) of the Common Elements agree in writing to such reconstruction or repair (provided, however, that such termination of the Condominium regime following substantial destruction shall not occur without the approval of Eligible Mortgagees of Units to which are allocated at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Mortgagees). No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

(d) Any reconstruction or repair must be substantially in accordance with the and the Plans, unless a departure from the Plans is approved by fifty-one percent (51%) of Eligible Mortgagees and by the Condominium Board of Directors. In addition, if the damaged property is one (1) or more of the buildings in which any Units are located, such departure must be approved by the Unit Owners of not less than seventy-five percent (75%) of the Common Elements, including the Unit Owners of all damaged Units, which approval shall not be unreasonably withheld.

(e) Unless otherwise required by applicable law, no allocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Property may be effected without the approval of the Eligible Mortgagees of first Mortgages on Units to which are allocated at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by Eligible Mortgagees.

### 24. Responsibilities and Procedures as to Payment for Repairs.

(a) If damage occurs only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for

reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Condominium Association.

(b) Immediately after a casualty causing damage to property for which the Condominium Association has the responsibility of maintenance and repair, the Condominium Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Condominium Association, assessments shall be made against the Unit Owners who own the damaged property, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during construction or following the completion of construction. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

(d) If the amount of the estimated costs of reconstruction and repairs for which the Condominium Association is responsible is more than Five Thousand Dollars (\$5,000.00), the sums paid upon assessments to meet such costs shall be deposited by the Condominium Association with the Insurance Trustee (if an Insurance Trustee has been appointed in accordance with the provisions hereof). In all other cases, the Condominium Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the Insurance Trustee or the Condominium Association, as the case may be, shall be disbursed as follows:

(i) The portion of insurance proceeds relating to the damage, the reconstruction and repair of which is the responsibility of the Unit Owner, shall be paid by the Insurance Trustee or the Condominium Association, as the case may be, to the Unit Owner, or, if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(ii) The portion of insurance proceeds relating to the damage, the reconstruction and repair of which is the responsibility of the Condominium Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Condominium Board of Directors and upon approval of an architect qualified to practice in Tennessee and employed by the Condominium Association to supervise the work.

(iii) An Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the Condominium Association stating such information.

25. Condemnation. The Condominium Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements, or any part thereof, by the condemning authority. For that purpose, each Unit Owner, by accepting his deed, appoints and agrees to appoint the Condominium Association as his attorney-in-fact, such appointment being irrevocable and coupled with a legal interest. The Condominium Association may appoint an agent, representative or trustee to act on behalf of the Unit Owners in carrying out the foregoing functions. In the event of a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Association, or any trustee, to be held in trust for the Unit Owners and their first Mortgage holders as their interests may appear.

26. Use Restrictions. The use of The Villas of The Villas of Barrington shall be in accordance with the following provisions:

(a) Each of the Units shall be occupied only by a family, its servants, and guests, as a resident and for no other purpose. No Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Master Deed, in accordance with the provisions hereof, to show the changes in the Units to be effected thereby.

(b) The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

(c) No use or practice shall be permitted on the Property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or of the Common Elements which will increase the rate of insurance upon the Property. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, replacement or repair of the Property shall be the same as the responsibility for the maintenance, repair and replacement of the Property concerned. No rooms may be rented or transient guests accommodated.

(d) Until the Developer has completed and sold all of the Units, neither the Unit Owners nor the Condominium Association nor the use of the Property shall interfere with the contemplated improvements and the sale of the Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the Property, the display of signs, or leasing such Units. In addition, as set forth above, the Developer may lease any unsold Unit.

(e) The use of The Villas of The Villas of Barrington shall be further governed by the Condominium Rules and Regulations as may be promulgated from time to time by the Condominium Board of Directors.

#### 27. Notice of Lien or Suit.

(a) A Unit Owner shall give notice to the Condominium Association of every lien upon his Unit other than for permitted Mortgages, property taxes, and special assessments, within five (5) days after the attaching of the lien. Failure to comply with this subsection (a) will not affect the validity of any judicial sale.

(b) Notice shall be given to the Condominium Association of every suit or other proceeding which may affect the title to his Unit within five (5) days after the Unit Owner receives knowledge thereof.

#### 28. Compliance and Default.

(a) Each Unit Owner shall be governed by and shall comply with the terms of this Master Deed, the Condominium Charter, the Condominium Bylaws, and the Condominium Rules and Regulations adopted pursuant thereto, as they may be amended from time to time. A default shall entitle the Condominium Association and any aggrieved Unit Owner to the relief described in section (b) of this Section 28 in addition to the remedies provided by the Act. The Condominium Association and aggrieved Unit Owners shall have rights of action against Unit Owners for failure to comply with the provisions of this Master Deed, the Condominium Bylaws, or the Condominium Rules and Regulations, or with decisions of the Condominium Association made pursuant to authority granted the Condominium Association in such documents. Unit Owners shall have similar rights of action against the Condominium Association for any such failure to comply.

(b) A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or licensees, but only to the extent that such expense

is not met by the proceeds of insurance carried by the Condominium Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit Owner. The prevailing party shall be entitled to recover the costs of any proceeding to enforce the remedies authorized hereby or by the Act and such reasonable attorneys' fees as may be awarded by the court.

(c) The failure of the Condominium Association or any Unit Owner to enforce any covenant, restrictions, or other provision of the Act, this Master Deed, the Condominium Charter, the Condominium Bylaws or the Condominium Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

29. **Termination.** The Villas of Barrington may be terminated in the following manner in addition to the manner provided by the Act:

(a) In the event it is determined under Section 23 hereof that the buildings in which the Units are located shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated by agreement, subject to the requirement of consent by Eligible Mortgagees set out in Section 23.

(b) The Condominium regime may be terminated at any time by the approval in writing of all of the Unit Owners and by all Eligible Mortgagees. If the proposed termination is submitted to a meeting of the members of the Condominium Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the Unit Owners of not less than seventy-five percent (75%) of the Common Elements, and of the record owners of liens upon the same seventy-five percent (75%) of the Common Elements, are obtained not later than thirty (30) days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners by written notice given during the period ending on the sixtieth (60th) day from the date of such meeting.

(c) The option described in subsection (b) of this section shall be exercised by delivery or mailing by registered mail to each of the record Unit Owners of the Units to be purchased of any offer to purchase signed by the record Unit Owners of Units who will participate in the purchase. Such offer shall indicate which Units will be purchased by each participating Unit Owner and shall offer to purchase all of the Units owned by Unit Owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(d) The sales price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such offer, and in the absence of agreement by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within thirty (30) days following the determination of the sale price, whether such determination is by agreement of the parties or pursuant to the arbitration provisions above.

(e) The termination of the Condominium regime shall be evidenced by a certificate of the Condominium Association executed by the President and Secretary certifying as to facts effecting the termination which certificate becomes effective upon being recorded in the Register's Office of Knox County, Tennessee.

(f) After termination of the Condominium regime, the Unit Owners shall own the condominium property and the assets of the Condominium Association as tenants in common in undivided shares, and their respective Mortgages and liens shall have Mortgages and liens upon the respective undivided shares of the Unit Owners which shall be the same as the undivided shares in the Common Elements appurtenant to the Unit Owners' Units prior to the termination.

30. Easements.

(a) In the event of any portion of the Common Elements encroaches upon any Unit or any Unit encroaches upon the Common Elements or any other Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

(b) The Condominium Association shall have the right and power to grant easements, permits, and licenses upon, across, over, and under all or any portion of the Common Elements for ingress, egress, installation, replacing, repairing, or maintaining all utilities, including but not limited to water, gas, electricity, telephone, sewers, and cable, and for all other purposes reasonably necessary or useful for the proper maintenance and operation of The Villas of Barrington.

31. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, other provision of this Master Deed, the Condominium Charter, the Condominium Bylaws, or the Condominium Rules and Regulations shall not affect the validity of the remaining portions thereof.

32. Power of Attorney. The Condominium Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control, and deal with the interests of such Unit Owners in the Common Elements of the Condominium to permit the Condominium Board of Directors to fulfill all of its powers, rights, functions and duties. The Condominium Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner, each mortgagee (including, without limitations, the Eligible Mortgagees), other named insureds and their beneficiaries, and any other holder of a lien or other interest in the Condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Condominium Board of Directors and to execute and deliver releases upon the payment of claims. The Condominium Board of Directors may grant and accept easements and licenses pursuant to applicable law and this Master Deed. The Condominium Board of Directors shall have the full power to assert, defend, compromise, adjust, and settle claims or actions related to the Common Elements. All of the appointments in this Section shall be and are coupled with a legal interest.

33. Availability of Documents. The Condominium Association shall make available, upon request, to all Unit Owners, to all lenders whose loans are secured by any property in The Villas of Barrington, and to the holders and insurers of all first Mortgages encumbering any Unit, current copies of this Master Deed and any recorded amendments, the Condominium Bylaws, all rules governing the Condominium (including the Condominium Rules and Regulations), and all other books, records, and financial statements of the Condominium Association. The Condominium Association shall make available, upon request, to prospective purchasers of Units current copies of this Master Deed and any recorded amendments, the Condominium Bylaws, all rules governing the Condominium (including the Condominium Rules and Regulations), and the most recent annual financial statement of the Condominium Association (if such financial statement is prepared). The foregoing documentation shall be available for inspection upon request, during normal business hours or under other reasonable circumstances. Upon written request from any federal or state agency or corporation that has an interest or prospective interest in the Condominium, the Condominium Association shall prepare and furnish within a reasonable time to a financial statement of the Condominium Association for the immediately preceding fiscal year.

IN WITNESS WHEREOF, the Developer has executed this Master Deed as of the day and year first above written.

**BRECKENRIDGE, INC.**  
a Tennessee corporation

  
\_\_\_\_\_  
Stanley C. Roy, President

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, M. Douglas Campbell, Jr., of the state and county aforesaid, personally appeared STANLEY C. ROY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be the president of Breckenridge, Inc., the within named bargainer, a Tennessee corporation, and that he as such executed the foregoing instrument for the purpose therein contained, by signing as president.

WITNESS my hand and seal, at office in Knoxville, Tennessee, this 13<sup>th</sup> day of November, 1998.

M. Douglas Campbell, Jr.  
Notary Public



My commission expires: 3/3/99

## LIST OF EXHIBITS

|                        |                               |
|------------------------|-------------------------------|
| Exhibit A              | Legal Description of the Land |
| Exhibit B              | Condominium Charter           |
| Exhibit C              | Condominium Bylaws            |
| Exhibit D (collective) | Plat                          |
| Exhibit E              | Pool Association Charter      |
| Exhibit F              | Pool Association Bylaws       |
| Exhibit G (collective) | Floor Plans                   |

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
OF THE LAND  
THE VILLAS OF BARRINGTON**

SITUATED, LYING and BEING in the Sixth (6<sup>th</sup>) Civil District of Knox County, Tennessee, and without the corporate limits of any municipality, more particularly bounded and described as follows:

BEGINNING on an iron pin set in the northwestern right-of-way of West Emory Road 1,136.16 feet southwest of the point of intersection of the southwestern right-of-way of Cate Road and the northwestern right-of-way of West Emory Road, corner common to Bell, thence leaving Bell and with the northwestern right-of-way of West Emory Road, the following two (2) calls: South 56 degrees 45 minutes West, 109.22 feet to an iron pin set; thence South 52 degrees 13 minutes West, 55.25 feet to an iron pin set, corner common to Vischer; thence leaving the northwestern right-of-way of West Emory Road and with Vischer, the following five (5) calls: North 09 degrees 36 minutes West, 16.28 feet to an iron pin found; thence North 27 degrees 34 minutes East, 139.00 feet to an iron pin found; thence North 01 degree 14 minutes East, 86.00 feet to an iron pin found; thence North 19 degrees 05 minutes West, 125.00 feet to an iron pin found; thence South 53 degrees 07 minutes West, 334.00 feet to an iron pin found, corner common to Houser and Barrington Subdivision Unit 1; thence leaving Vischer and Houser and with Barrington Subdivision Unit 1, the following four (4) calls: North 17 degrees 36 minutes West, 142.13 feet to an iron pin found; thence North 43 degrees 23 minutes West, 268.91 feet to an iron pin found; thence North 38 degrees 47 minutes West, 289.95 feet to an iron pin set; thence North 36 degrees 11 minutes West 796.31 feet to an iron pin found, corner common to Barrington Subdivision Unit 2; thence leaving Barrington Subdivision Unit 1 and with Barrington Subdivision Units 2 and 5, North 75 degrees 00 minutes East, 836.86 feet to an iron pin found, corner common to Freels; thence leaving Barrington Subdivision Unit 5 and with Freels, the following two (2) calls: South 02 degrees 23 minutes East, 51.61 feet to an iron pin found; thence South 79 degrees 59 minutes East, 49.99 feet to an iron pin set, corner common to Lot 2; thence leaving Freels and with Lot 2, the following two (2) calls: South 30 degrees 10 minutes East, 457.72 feet to an iron pin set; thence South 42 degrees 30 minutes East, 185.00 feet to an iron pin set, corner common to Mays; thence leaving Lot 2 and with Mays, South 06 degrees 21 minutes West, 114.51 feet to an iron pin found; thence continuing with Mays and with Bell, South 04 degrees 18 minutes East, 761.28 feet to an iron pin set in the northwestern right-of-way of West Emory Road, the POINT OF BEGINNING and containing 21.83 acres according to a survey by Batson, Himes, Norvell & Poe Engineers dated July 1, 1998, and bearing drawing number 22544-V-FP.

Subject to the following:

1. Real property taxes for the year 1998, which are currently due and payable, and subsequent years.
2. Declaration of Easements and Covenants dated October 8, 1998 of record in Warranty Book 2302, Page 1185, as more particularly shown and described upon that plat of survey of Gary Frank Norvell, Registered Land Surveyor, Tennessee No. 820, Batson, Himes, Norvell & Poe, 4334 Papermill Drive, Knoxville, Tennessee 37909, said plat of survey being dated September 4, 1998 and of record in Plat Cabinet P, Slide 249A in the Registers Office for Knox County, Tennessee.

Being part of the same property conveyed to Breckenridge, Inc., a Tennessee corporation, from Southland Group, Inc., a Tennessee corporation, by Warranty Deed dated October 7, 1998 and recorded in Warranty Book 2302, Page 1024 in the Register's Office for Knox County, Tennessee.



**Amendment**

**Master Deed  
And  
Declaration of Condominium  
For  
The Villas of Barrington**

STEVE HALL  
REGISTER OF DEED,  
KNOX COUNTY

Inst: 42280 wb 2308 pg: 416

**Amendment  
To  
Bylaws  
Of**

**The Villas of Barrington Condominium Association, Inc.  
A Corporation Not For Profit**

**Exhibit "C" To Master Deed**

Inst: 42280 wb 2308 Pg: 442

**Section IV Condominium Board of Directors**

**Paragraph A. Number and Qualification**

Inst: 42280 Wb 2308 Pg: 445

The first sentence of the paragraph reads as follows:  
The Condominium Board of Directors shall consist  
of three (3) persons.

On August 16, 2005 an assembly of the unit owners was held  
and by a majority vote, elected to amend the above referenced  
sentence to read as follows:

The Condominium Board of Directors shall consist of Five (5)  
persons.

Adopted And Approved for and on behalf of The Villas of  
Barrington Condominium Association, Inc., this 16<sup>th</sup> day of  
August 2005.

The Villas of Barrington  
Condominium Association, Inc.

*Bill W. Burchfield*  
Bill W. Burchfield

President

*William Fair*  
William Fair

Board of Director

*Irene Thompson*  
Irene Thompson

Board of Director



Inst: 200607180034835 Page: 1 OF 1  
REC'D FOR REC 8/18/2005 9:39:46PM  
RECORD FEE: \$12.00  
M. TAX: \$0.66 T. TAX: \$0.00

This instrument prepared by:  
Bill W. Burchfield  
Julesburg Way  
Powell, TN. 37840

Witness my hand and official seal at office, in Knox County, this 17<sup>th</sup>  
Day of July 2006.

*Brenda J. Burchfield*  
Notary Public



4-21-09

THIS INSTRUMENT PREPARED BY:

Jack W. Piper, Jr.,  
O'CONNOR, PETTY, CHILD & PIPER  
Attorneys at Law  
Suite 310  
Bank of America Center  
550 W. Main Street  
Knoxville, TN 37902  
(865) 535-7115

AMENDMENTS TO THE MASTER DEED  
AND  
DECLARATION OF CONDOMINIUM  
FOR THE VILLAS OF BARRINGTON

SHERRY WITT  
REGISTER OF DEEDS  
KNOX COUNTY

THIS AMENDMENT of the Master Deed and Declaration of Condominium for the Villas of Barrington is made in Knox County, Tennessee, in accordance with the provisions of the said Master Deed, said Amendments having been duly adopted at the Annual Meeting of the Villas of Barrington Condominium Association on January 22, 2009, and said Amendments shall be effective from and after said date.

WITNESSETH:

WHEREAS, the Master Deed and Declaration of Condominium for the Villas of Barrington is recorded in the Register's Office for Knox County, Tennessee, at Warranty Book 2308, Page 416, and;

WHEREAS, the Board of Directors of the Villas of Barrington Condominium Association recognized the need for amendment to the Master Deed in order to cure inconsistencies within the provisions of the Master Deed or to clarify provisions which were ambiguous and, in accordance with Paragraph 15 of said Master Deed and in anticipation of the Annual Meeting of the Villas of Barrington Condominium Association of January 22, 2009, the Board drafted the language of the proposed amendments and circulated those among all the members of the Condominium Association and provided notice that a vote upon the proposed Amendments would take place at the Annual Meeting of January 22, 2009, and;

WHEREAS, the Annual Meeting of the Villas of Barrington Condominium Association occurred as scheduled, on January 22, 2009, and present, in person, by proxy, or by absentee ballot, were 61 of the total of 79 condominium unit owners, constituting more than 75% of the total membership of the Condominium Association, and it appearing that a quorum was present, the proposed amendments were each presented to the membership, discussed and each proposed amendment was then voted upon and in the case of each proposed amendment, the vote was unanimous in favor of the amendment;

  
Knox County Page: 1 of 3  
REC'D FOR REC 07/23/2009 2:04:44PM  
RECORD FEE: \$17.00  
M. TAX: \$0.00 T. TAX: \$0.00  
**200907230006606**

NOW, THEREFORE, the Villas of Barrington Condominium Association having previously adopted the Amendments set forth herein below does hereby publish and declare those Amendments, to-wit:

**Section 4 Units and Unit Boundaries**

Section 4 (b) - Delete the existing subsection that defines the lower boundary as the plane of the upper surfaces of the floor slab and replace with the following:

*The lower Boundary shall be the plane of the upper surface of the ground below the first floor slab or the upper surface of the ground below the crawl space where one exists.*

Section 4 (d) - Add the words "foundations" and "crawl spaces" to the components that constitute the Unit;

"...Each Unit shall include all improvements located within the vertical and horizontal boundaries described above. Including but not limited to **the foundations, crawl spaces, floor system**", etc.

**Section 5 General Common Elements**

Section 5 (b) - Delete this subsection defining foundations as a GCE.

**Section 10 Maintenance, Repair, Alteration and Replacement of Units**

Section 10 (a) - Add new subsection (iv) stating Owner's responsibility for roofs, as follows:

*Repair or replace Unit roof as required due to casualty, acts of God, or any other cause except as necessitated by the deterioration that naturally occurs due to age. The method of repairs and materials to be used shall be submitted to the Board of Directors for approval prior to initiation of repairs to the Unit roof.*

**Section 11 Condominium Association's Maintenance, Repair, Alteration and Replacement Obligations**

Section 11 (b) - Delete the existing subsection referring to painting and roof repairs and replacements and replace with the following:

*Any necessary painting of the exterior of the Units. Replacement of Unit roofs due to deterioration that naturally occurs with age. The Board of Directors shall conduct routine inspections of the Unit roofs as they near the end of their useful life and shall have final authority as to replacement need.*

**Section 21 Insurance**

Section 21 (k) - Modify the sub-section as follows:

*"Each Unit Owner shall obtain insurance on its Unit (including roofs, exterior walls, footings, and foundations and all Limited Common Elements appurtenant thereto)..."*

Said Amendments which have been set forth herein above constitute the extent of the Amendments which were adopted at the Annual Meeting of the Villas of Barrington Condominium Association.

EFFECTIVE the 22<sup>nd</sup> day of January, 2009 upon adoption and executed this 20<sup>th</sup> day of July, 2009.

Bettie D. Kurtz  
BETTIE D. KURTZ, President

Nancy K. O'Rourke  
NANCY K. O'ROURKE, Secretary

STATE OF TENNESSEE )  
                                  ) ss.  
COUNTY OF KNOX )

Before me, the undersigned authority, a Notary Public within and for the State and County aforesaid, personally appeared Bettie D. Kurtz, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the President of the Villas of Barrington Condominium Association, Inc., the within named bargainor, a corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal at office, this 20 day of July, 2009.

Adam M. Velasco  
NOTARY PUBLIC  
My Commission Expires: 1/8/2012

STATE OF TENNESSEE )  
                                  ) ss.  
COUNTY OF KNOX )

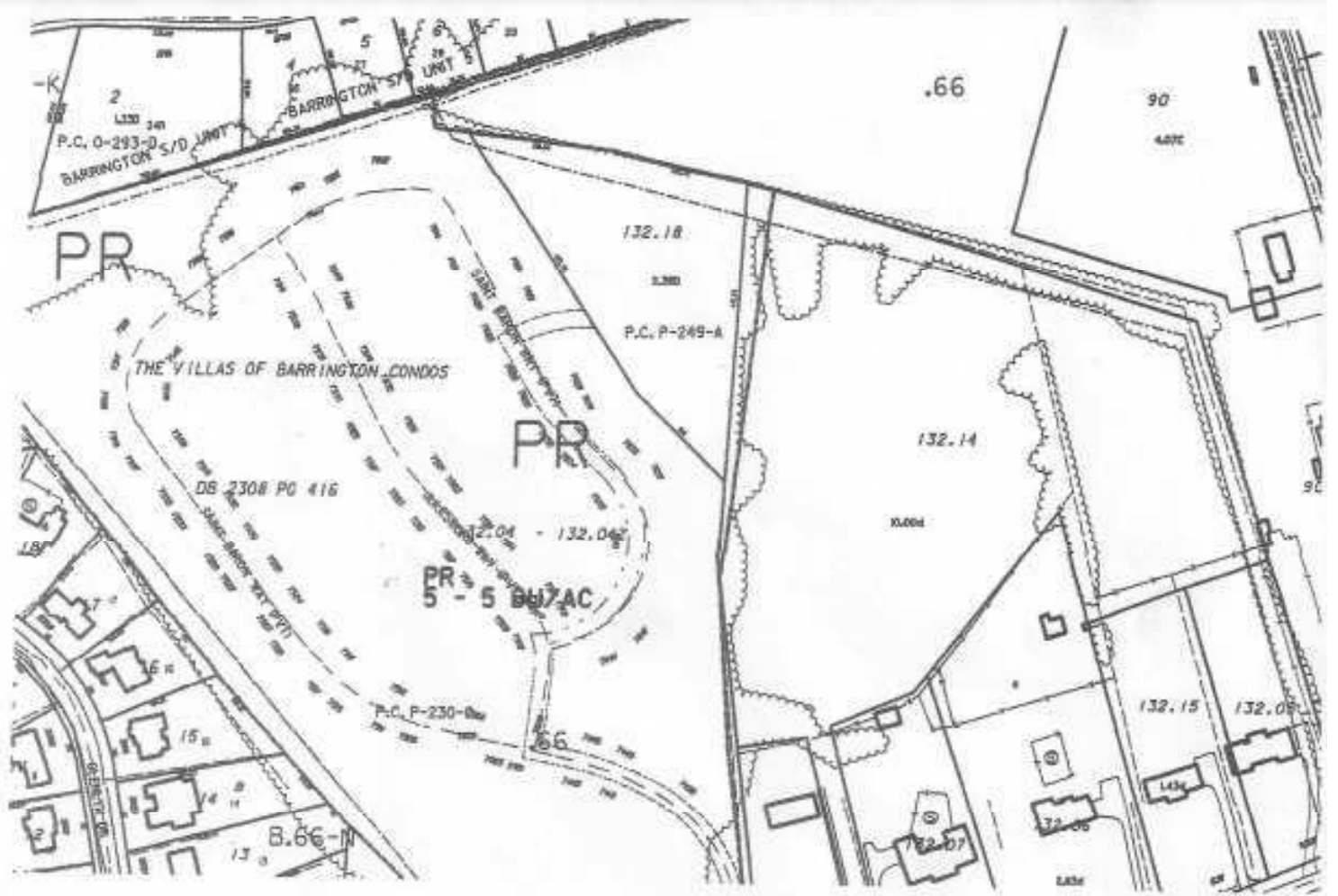


Before me, the undersigned authority, a Notary Public within and for the State and County aforesaid, personally appeared Nancy K. O'Rourke, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the Secretary of the Villas of Barrington Condominium Association, Inc., the within named bargainor, a corporation, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such officer.

WITNESS my hand and seal at office, this 20 day of July, 2009.

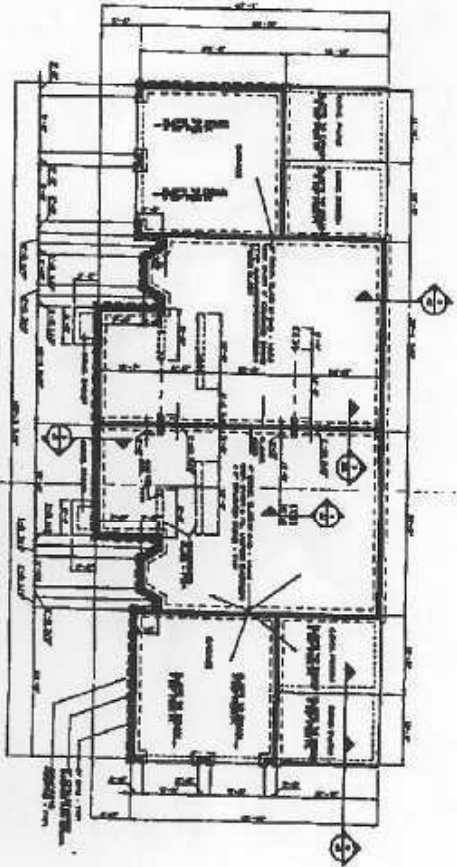
Adam M. Velasco  
NOTARY PUBLIC  
My Commission Expires: 1/8/2012



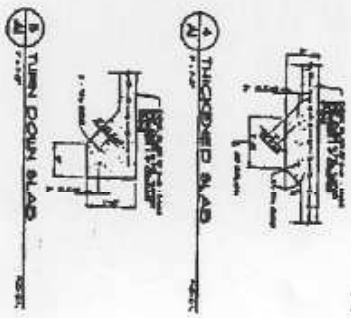
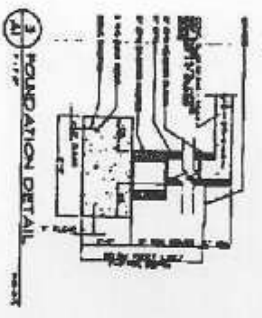
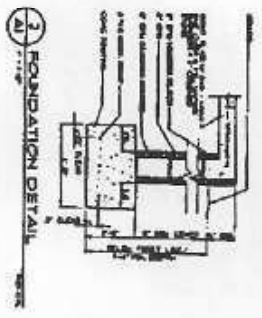


P-230-C PLAT  
 21.8 ACRES  
 VILLAS OF BARRINGTON

Exhibit D  
 Plat



(A1) FOUNDATION PLAN



INST: 42280 MB 2306 PG: 498

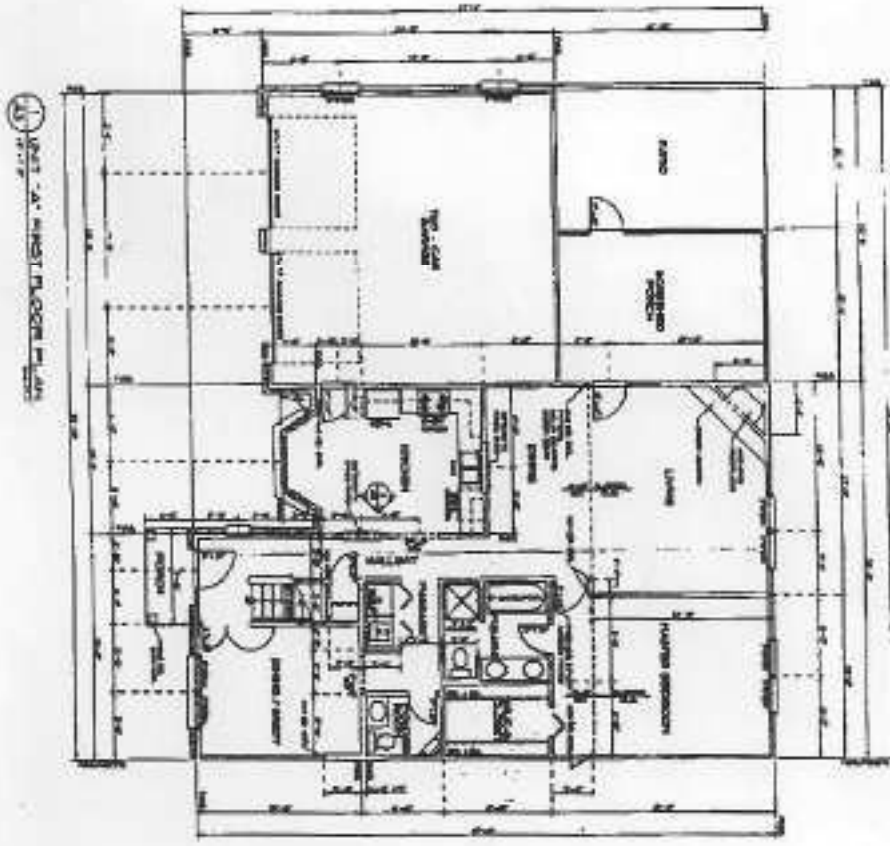
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| NO. | DATE     | DESCRIPTION             |
| 1   | 11/11/11 | ISSUED FOR PERMITS      |
| 2   | 11/11/11 | ISSUED FOR CONSTRUCTION |
| 3   | 11/11/11 | ISSUED FOR RECORD       |
| 4   | 11/11/11 | ISSUED FOR RECORD       |
| 5   | 11/11/11 | ISSUED FOR RECORD       |
| 6   | 11/11/11 | ISSUED FOR RECORD       |
| 7   | 11/11/11 | ISSUED FOR RECORD       |
| 8   | 11/11/11 | ISSUED FOR RECORD       |
| 9   | 11/11/11 | ISSUED FOR RECORD       |
| 10  | 11/11/11 | ISSUED FOR RECORD       |

**BARRINGTON CONDOMINIUMS**  
 2008 COLONY TOWER  
 FOUNDATION PLAN



**PILGRIM PENLAND COOPER & PERRY ARCHITECTS, PLLC**  
 5012-B TOOLE DRIVE  
 KNOXVILLE, TENNESSEE 37618

**EXHIBIT C**  
 Collective  
 Page 1

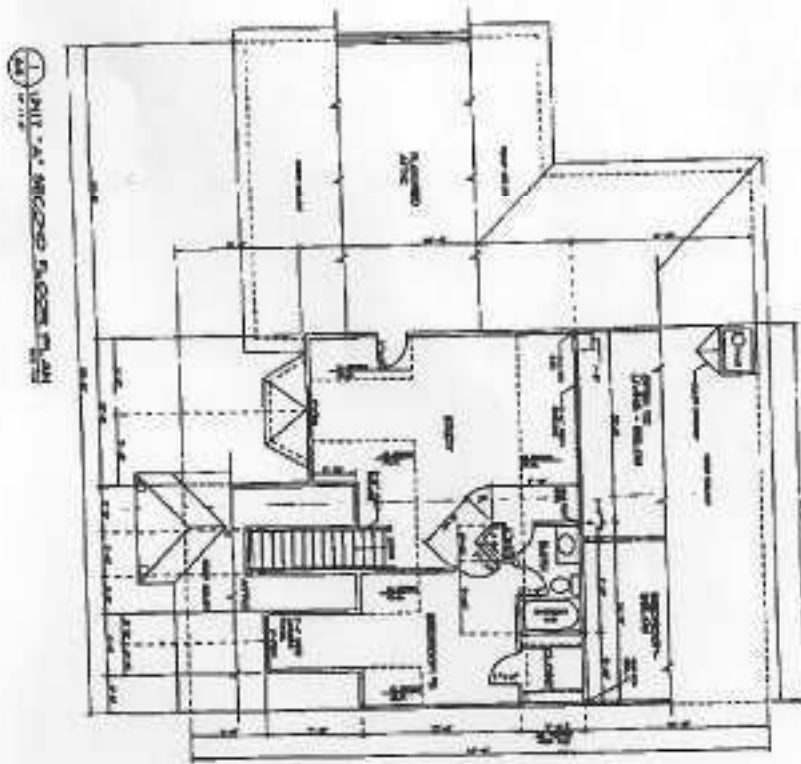


UNIT "A" FIRST FLOOR PLAN

INST: 42280 MB 2306 PG: 500

|                       |  |  |   |
|-----------------------|--|--|---|
| SHEET NO. 13<br>OF 13 | <b>BARRINGTON CONDOMINIUMS</b><br><small>HOME OWNERS ASSOCIATION</small> |  | <b>PILGRIM PENLAND COOPER &amp; PERRY ARCHITECTS, PLLC</b><br><small>5812-B TOOLE DRIVE<br/>         KNOXVILLE, TENNESSEE 37918</small> |
|                       | UNIT "A" FLOOR PLAN  |  |   |

**EXHIBIT C**  
 collective  
 Page 3



ING: 42280 MB 2308 P6: 501

EXHIBIT G  
collective  
Page 4

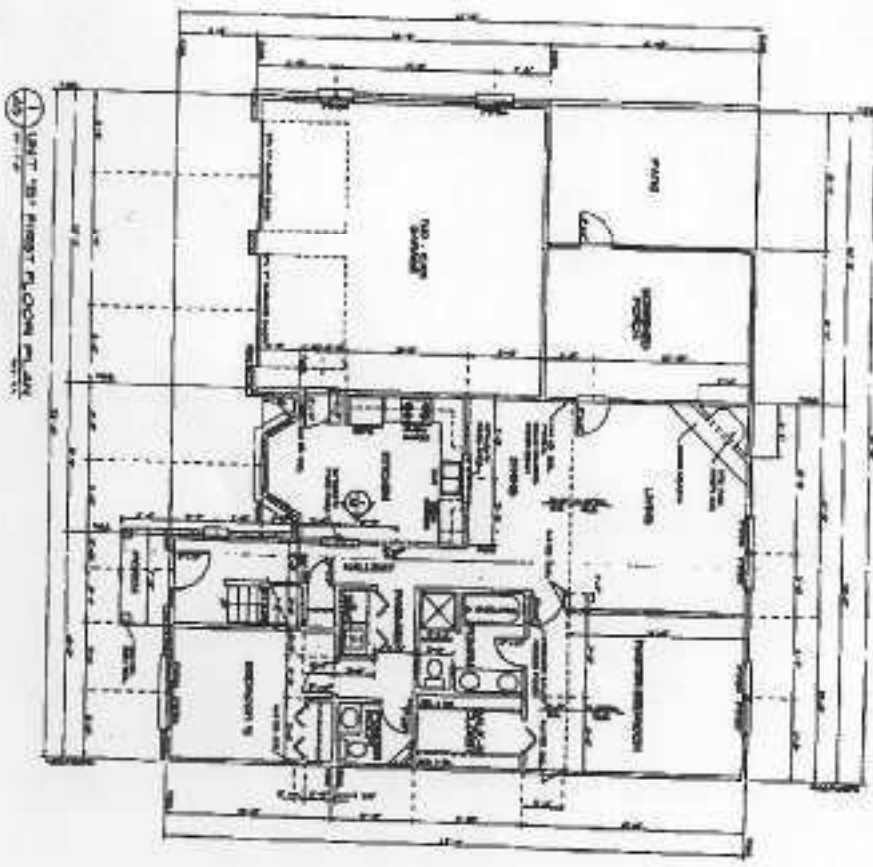
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**BARRINGTON CONDOMINIUMS**  
0828 CIVIL, TENNESSEE  
UNIT A' FLOOR PLAN



**PILGRIM PENLAND COOPER & PERRY ARCHITECTS, PLLC**  
5812-B TIGHE DRIVE  
KNOXVILLE, TENNESSEE 37919





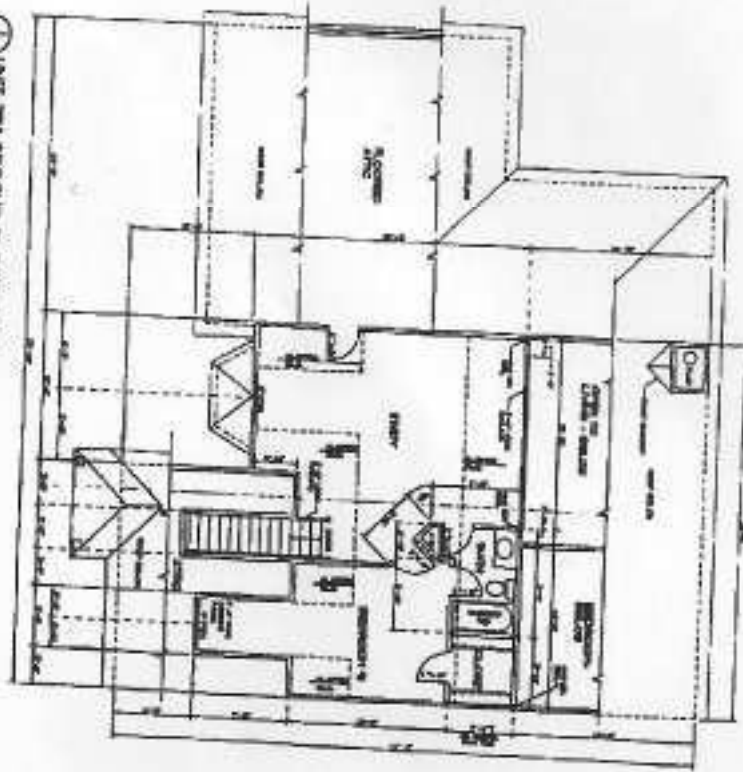
UNIT #1 FLOOR PLAN

INST: 42280 W6 2308 PG: 502


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| TITLE<br><b>A5</b> | DATE<br>11/11/11 | DRAWN<br>J.C. | CHECKED<br>J.C. | SCALE<br>AS SHOWN | PROJECT<br>BARRINGTON CONDOMINIUMS | ARCHITECT<br>PILGRIM PENLAND COOPER & PERRY ARCHITECTS, PLLC<br>3842-B TOOLE DRIVE<br>KNOXVILLE, TENNESSEE 37918 |  | BARRINGTON CONDOMINIUMS<br>HISE COUNTY, TENNESSEE<br>UNIT #1 FLOOR PLAN |
|                    |                  |               |                 |                   |                                    |  |  |   |

**EXHIBIT G**  
 COLLECTIVE  
 PAGE 5

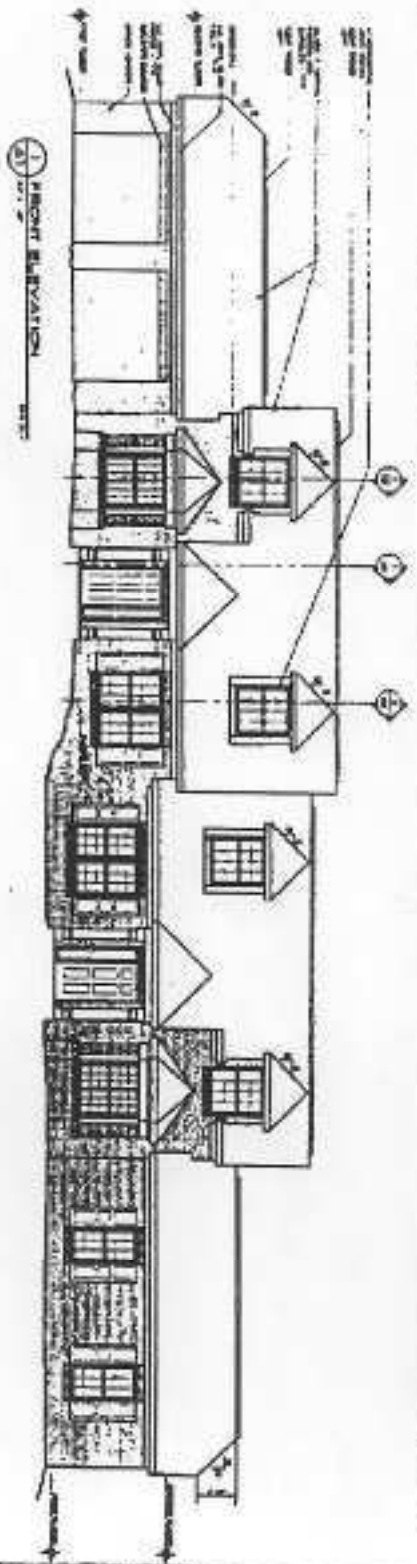
UNIT 10 - SECOND FLOOR PLAN



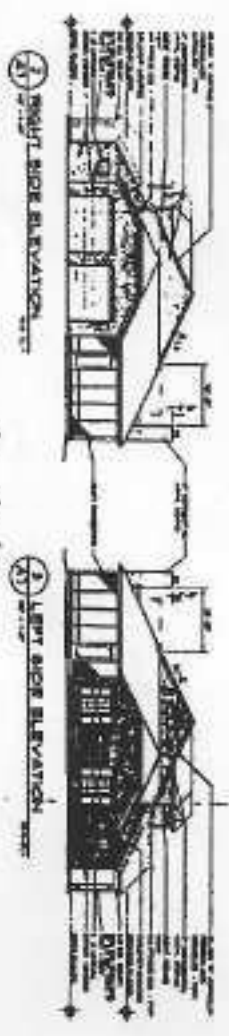
INST: 42280 MB 2308 PG: 503

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|--|---|--|---|---|
| SHEET NO.<br>DATE<br>DRAWN BY<br>CHECKED BY<br>APPROVED BY | <b>BARRINGTON CONDOMINIUMS</b><br><small>WALKER COUNTY, TENNESSEE</small><br>UNIT 10 FLOOR PLAN |  |  | <b>PILGRIM PENLAND COOPER &amp; PERRY ARCHITECTS, PLLC</b><br>5812 - B TROLE DRIVE<br>KNOXVILLE TENNESSEE 37919 |
|  | AG  |  |   |   |

**EXHIBIT G**  
collective  
Page 5

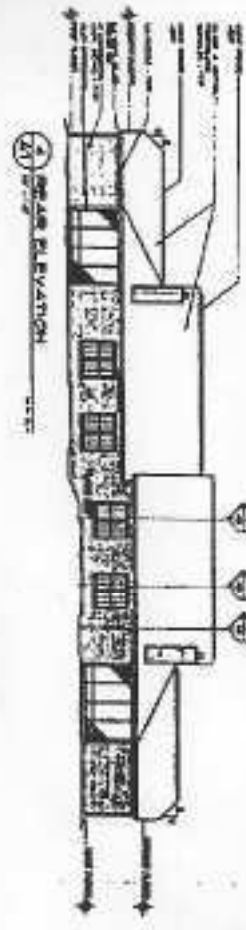


1 FRONT ELEVATION



2 RIGHT SIDE ELEVATION

3 LEFT SIDE ELEVATION

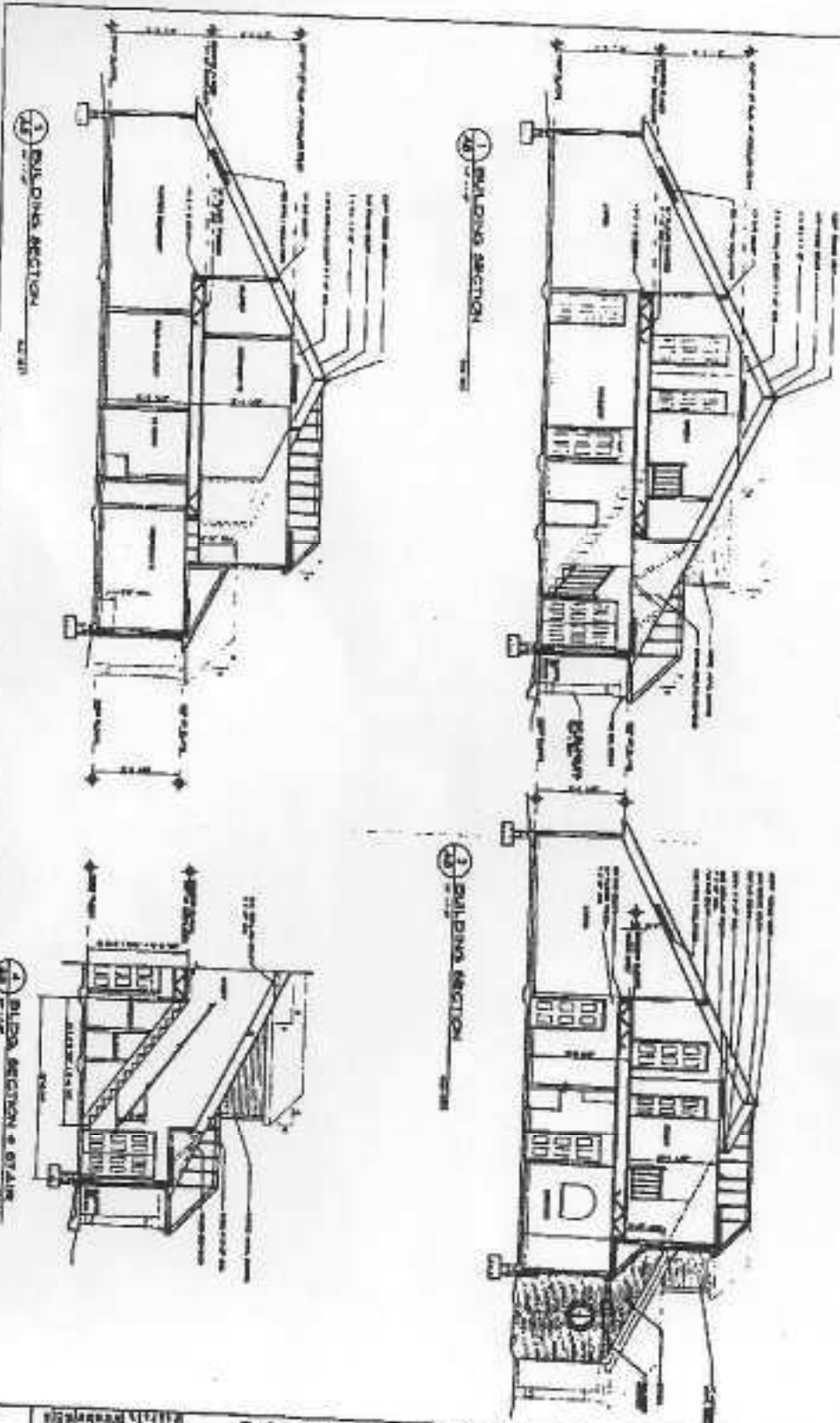


4 REAR ELEVATION

INST: 42280 MB 200 PG: 504

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|--|--|--|--|
| SHEET NO.<br><b>A7</b><br>DATE<br>08/11/09 | <b>BARRINGTON CONDOMINIUMS</b><br>ONE CITY SQUARE<br>BUILDING ELEVATIONS |  | <b>PILGRIM PENLAND COOPER &amp; PERRY ARCHITECTS, PLLC</b><br>5212-B TULLY DRIVE<br>KNOXVILLE, TENNESSEE 37918 |
|  | PROJECT NO.<br>08-001  |  | ARCHITECT<br>P. COOPER   |

**EXHIBIT C**  
 Collective  
 Page 7

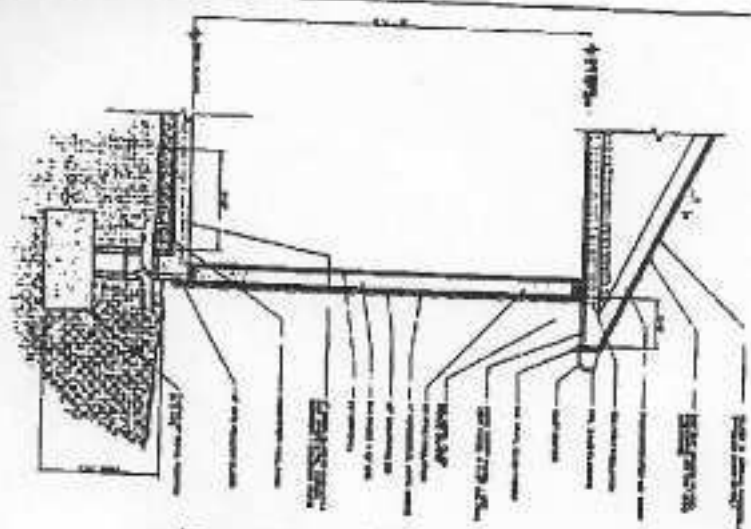


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|---|--|---|
| AB<br>PROJECT NO. 142280<br>SHEET NO. 2046<br>DATE 06/15/05 | <b>BARRINGTON CONDOMINIUMS</b><br><small>OWNERS TRUST</small><br>BUILDING SECTIONS |  <b>PILGRIM PENLAND COOPER &amp; PERRY ARCHITECTS, PLLC</b><br>1012-B TOOLE DRIVE<br>KNOXVILLE TENNESSEE 37919 |
|   | 142280 AB 2046 06/15/05  |   |

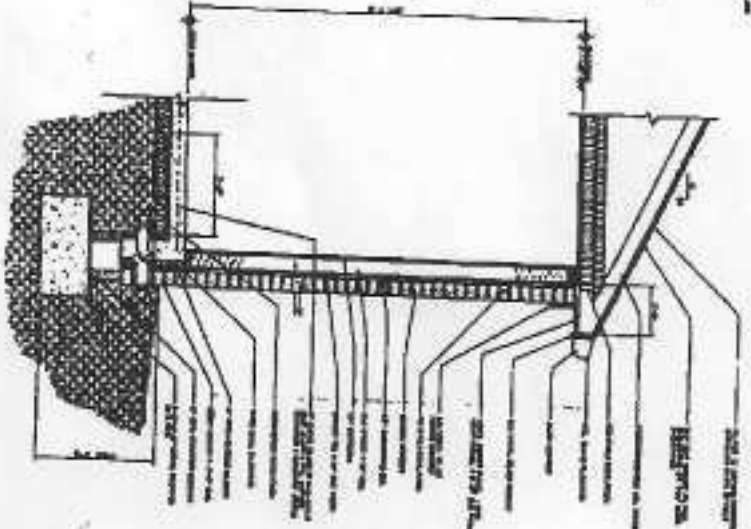
142280 AB 2046 06/15/05

**EXHIBIT C**  
 collective  
 Page 8

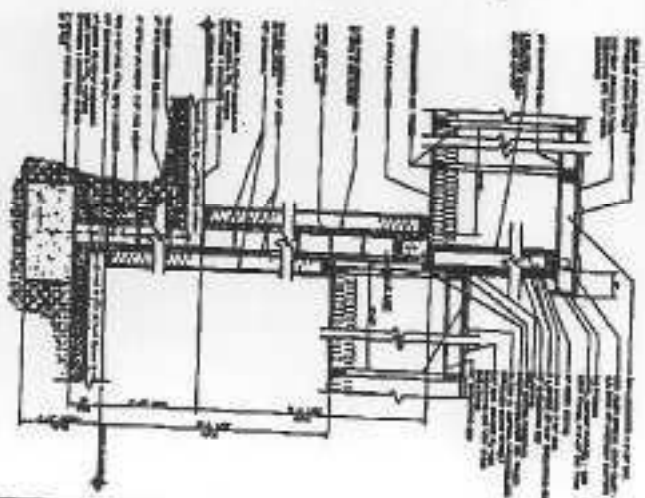
1A TYP. WALL SECTION



1B TYP. WALL SECTION



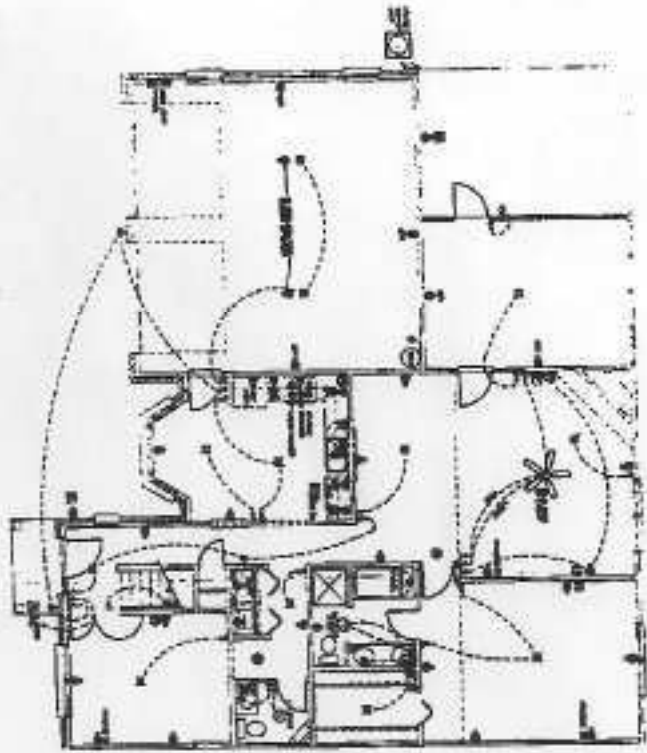
1C TYPICAL SEPARATION WALL SECTION



INST: 42280 MB Z006 PG: 506

|  |   |  |   |
|--|---|--|---|
| <p>NO. 19</p> <p>DATE: 11/11/08</p> <p>BY: [Signature]</p> | <p><b>BARRINGTON CONDOMINIUMS</b></p> <p>ONE EIGHTY, THIRTIETH</p> <p>TYPICAL WALL SECTIONS</p> |  | <p><b>PILGRIM PENLAND COOPER &amp; PERRY ARCHITECTS, PLLC</b></p> <p>5812-B TULLIE DRIVE</p> <p>KNOXVILLE TENNESSEE 37918</p> |
|  | <p>EXHIBIT C</p> <p>collective</p> <p>Page 9</p>  |  |   |

① UNIT 4A FIRST FLOOR ELECTRICAL PLAN



**ELECTRICAL NOTES**

1. REFER TO GENERAL NOTES FOR ALL ELECTRICAL SYMBOLS AND NOTATION.
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
3. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN.
4. ALL ELECTRICAL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ELECTRICAL INSPECTOR.
5. ALL ELECTRICAL WORK SHALL BE COMPLETED AND TESTED PRIOR TO OCCUPANCY.
6. ALL ELECTRICAL WORK SHALL BE DOCUMENTED AND SUBMITTED TO THE ARCHITECT FOR REVIEW.
7. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL ELECTRICAL INSPECTOR.
8. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL ELECTRICAL INSPECTOR.
9. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL ELECTRICAL INSPECTOR.
10. ALL ELECTRICAL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL ELECTRICAL INSPECTOR.

**ELECTRICAL SYMBOLS**

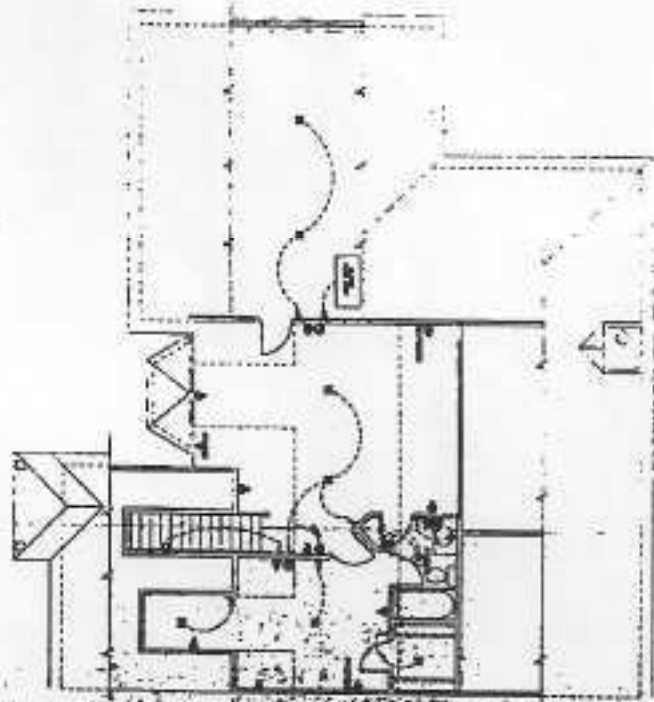
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- 20 AMP. CIRCUIT BREAKER
- 30 AMP. CIRCUIT BREAKER
- 40 AMP. CIRCUIT BREAKER
- 50 AMP. CIRCUIT BREAKER
- 60 AMP. CIRCUIT BREAKER
- 75 AMP. CIRCUIT BREAKER
- 100 AMP. CIRCUIT BREAKER
- 125 AMP. CIRCUIT BREAKER
- 150 AMP. CIRCUIT BREAKER
- 200 AMP. CIRCUIT BREAKER
- 250 AMP. CIRCUIT BREAKER
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- 900 AMP. CIRCUIT BREAKER
- 1000 AMP. CIRCUIT BREAKER
- 1500 AMP. CIRCUIT BREAKER
- 2000 AMP. CIRCUIT BREAKER
- 2500 AMP. CIRCUIT BREAKER
- 3000 AMP. CIRCUIT BREAKER
- 3500 AMP. CIRCUIT BREAKER
- 4000 AMP. CIRCUIT BREAKER
- 4500 AMP. CIRCUIT BREAKER
- 5000 AMP. CIRCUIT BREAKER
- 6000 AMP. CIRCUIT BREAKER
- 7000 AMP. CIRCUIT BREAKER
- 8000 AMP. CIRCUIT BREAKER
- 9000 AMP. CIRCUIT BREAKER
- 10000 AMP. CIRCUIT BREAKER
- 15000 AMP. CIRCUIT BREAKER
- 20000 AMP. CIRCUIT BREAKER
- 25000 AMP. CIRCUIT BREAKER
- 30000 AMP. CIRCUIT BREAKER
- 35000 AMP. CIRCUIT BREAKER
- 40000 AMP. CIRCUIT BREAKER
- 45000 AMP. CIRCUIT BREAKER
- 50000 AMP. CIRCUIT BREAKER
- 60000 AMP. CIRCUIT BREAKER
- 70000 AMP. CIRCUIT BREAKER
- 80000 AMP. CIRCUIT BREAKER
- 90000 AMP. CIRCUIT BREAKER
- 100000 AMP. CIRCUIT BREAKER

INST: 42260 NO 2308 PG: 507

**EXHIBIT C**  
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|   |   |  |
|---|---|--|
| <p>DATE: _____<br/>DRAWN BY: _____<br/>CHECKED BY: _____<br/>APPROVED BY: _____</p> | <p><b>BARRINGTON CONDOMINIUMS</b><br/>5000 COUNTY ROAD 100<br/>UNIT 4 ELECTRICAL PLAN</p> |  |
|---|---|--|

UNIT 'A' SECOND FLOOR ELECTRICAL PLAN



**ELECTRICAL NOTES**

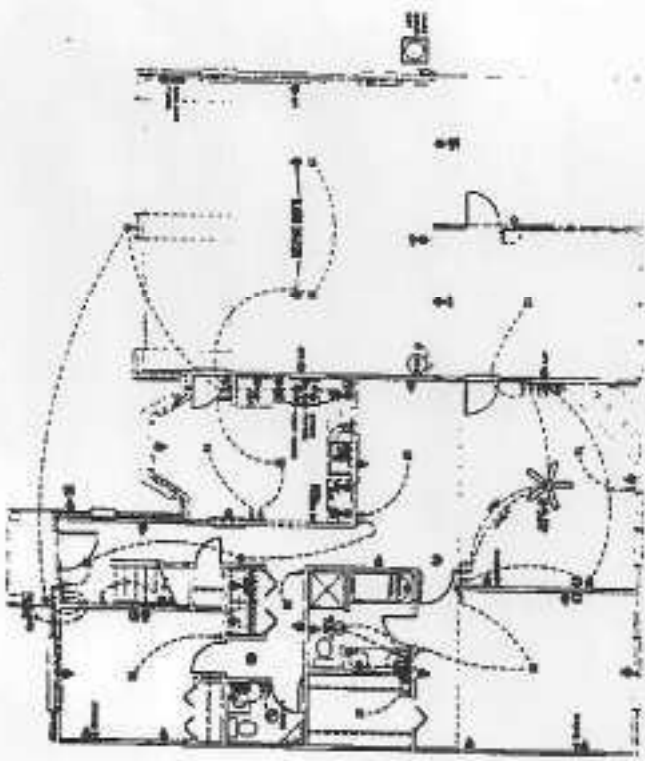
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE CITY OF CHICAGO ELECTRICAL CODE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS.
3. ALL ELECTRICAL WORK SHALL BE COMPLETED AND INSPECTED PRIOR TO THE COMMENCEMENT OF OTHER TRADES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURAL MEMBERS.
5. ALL ELECTRICAL WORK SHALL BE PROTECTED FROM DAMAGE BY OTHER TRADES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ELECTRICAL SYSTEMS.
7. ALL ELECTRICAL WORK SHALL BE COMPLETED AND INSPECTED PRIOR TO THE COMMENCEMENT OF OTHER TRADES.
8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURAL MEMBERS.
9. ALL ELECTRICAL WORK SHALL BE PROTECTED FROM DAMAGE BY OTHER TRADES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ELECTRICAL SYSTEMS.

INST: 42280 MB 2306 PG: 506

|                                       |   |  |
|---------------------------------------|---|--|
| SHEET NO.<br><b>E2</b><br>OF 2 SHEETS | <b>BARRINGTON CONDOMINIUMS</b><br><small>UNIT 'A' ELECTRICAL PLAN</small> |  |
|                                       | UNIT 'A' ELECTRICAL PLAN  |  |

**EXHIBIT C**  
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UNIT 'W' FIRST FLOOR ELECTRICAL PLAN



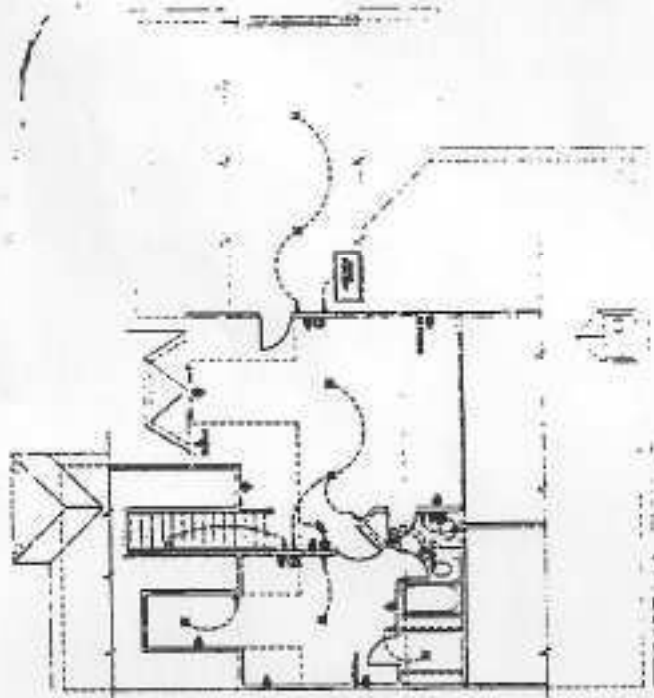
- ELECTRICAL NOTES**
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
  3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS FOR EACH DEVICE.
  4. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ELECTRICAL CODE AND ALL LOCAL ORDINANCES.
  5. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ELECTRICAL CODE AND ALL LOCAL ORDINANCES.
  6. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ELECTRICAL CODE AND ALL LOCAL ORDINANCES.
  7. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ELECTRICAL CODE AND ALL LOCAL ORDINANCES.
  8. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ELECTRICAL CODE AND ALL LOCAL ORDINANCES.
  9. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ELECTRICAL CODE AND ALL LOCAL ORDINANCES.
  10. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE ELECTRICAL CODE AND ALL LOCAL ORDINANCES.
- ELECTRICAL SYMBOLS**
1. OUTLET
  2. SWITCH
  3. LIGHT FIXTURE
  4. ELECTRICAL PANEL
  5. ELECTRICAL CONDUIT
  6. ELECTRICAL WIRE
  7. ELECTRICAL GROUND
  8. ELECTRICAL BATTERY
  9. ELECTRICAL MOTOR
  10. ELECTRICAL TRANSFORMER

INST: 42280 MB 2308 PG: 509

|    |  |  |
|----|--|--|
| 33 | <b>BARRINGTON CONDOMINIUMS</b><br>UNIT 'W' ELECTRICAL PLAN |  |
|----|--|--|

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UNIT W MAISON FLOOR ELECTRICAL PLAN

INST: 42280 MB 2308 PG: 510

**ELECTRICAL NOTES**

1. REFER TO THE ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL WALLS, DOORS, WINDOWS, AND FIXTURES.
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
4. ALL ELECTRICAL WORK SHALL BE COMPLETED AND INSPECTED BEFORE THE COMMENCEMENT OF OTHER TRADES.
5. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EXISTING ELECTRICAL PANELS AND EQUIPMENT.
6. ALL ELECTRICAL WORK SHALL BE IDENTIFIED BY LABELS AT ALL PANELS AND TERMINALS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
8. ALL ELECTRICAL WORK SHALL BE COMPLETED AND INSPECTED BEFORE THE COMMENCEMENT OF OTHER TRADES.
9. THE CONTRACTOR SHALL MAINTAIN CLEAR ACCESS TO ALL EXISTING ELECTRICAL PANELS AND EQUIPMENT.
10. ALL ELECTRICAL WORK SHALL BE IDENTIFIED BY LABELS AT ALL PANELS AND TERMINALS.

**BARRINGTON  
CONDOMINIUMS**  
MAISON COUNTY, ILLINOIS  
UNIT W ELECTRICAL PLAN

|     |          |                         |
|-----|----------|-------------------------|
| NO. | DATE     | REVISIONS               |
| 1   | 11/20/88 | ISSUED FOR PERMIT       |
| 2   | 11/20/88 | ISSUED FOR CONSTRUCTION |
| 3   | 11/20/88 | ISSUED FOR RECORD       |
| 4   | 11/20/88 | ISSUED FOR RECORD       |
| 5   | 11/20/88 | ISSUED FOR RECORD       |
| 6   | 11/20/88 | ISSUED FOR RECORD       |
| 7   | 11/20/88 | ISSUED FOR RECORD       |
| 8   | 11/20/88 | ISSUED FOR RECORD       |
| 9   | 11/20/88 | ISSUED FOR RECORD       |
| 10  | 11/20/88 | ISSUED FOR RECORD       |

E4

**EXHIBIT G**  
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