

Nick McBride
Register of Deeds
Knox County

DECLARATION OF CONDOMINIUM
FOR
WINCHESTER COMMONS, A CONDOMINIUM

This instrument prepared by:

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EXHIBITS

Exhibit "A"

Legal Description of Property

Exhibit "B"	The Plat
Exhibit "C"	The Plans
Exhibit "D"	Site Plan
Exhibit "E"	Charter of the Condominium Association
Exhibit "F"	Bylaws of the Condominium Association
Exhibit "G"	Table of Allocated Interests
Exhibit "H"	Addresses of Units

**DECLARATION
OF CONDOMINIUM FOR
WINCHESTER COMMONS, A CONDOMINIUM**

This Declaration and the exhibits that are attached hereto and made a part hereof are made and executed as of the 12th day of September, 2024, by SmithChase, LLC, a Tennessee limited liability company ("Declarant"). Declarant makes this Declaration for itself and its successors, grantees, and assigns, pursuant to the provisions of the Tennessee Condominium Act of 2008, Tennessee Code Annotated Sections 66-27-201 et seq. (hereinafter, the "Act").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property located in Knox County, Tennessee (hereinafter, the "Land"), more particularly described in Exhibit A of this Declaration, which is attached hereto and made a part hereof; and

WHEREAS, Declarant hereby submits the Land together with all Improvements, easements, rights, and appurtenances thereunto belonging (hereinafter collectively referred to as the "Property") to the provisions of the Act and to the covenants, conditions, and restrictions herein stated; and

WHEREAS, Declarant desires and intends by filing this Declaration to establish the Property as a condominium, to submit the Property to the provisions of the Act, and to impose upon the Property mutually beneficial restrictions for the benefit of the Property and the owners thereof;

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the covenants, conditions, restrictions, uses, limitations, and obligations herein stated, all of which are declared and agreed to be in furtherance of a plan for the creation of condominium units and related common elements, and shall be deemed to run with the Property and shall be a burden and a benefit to the Declarant and its successors, grantees, and assigns, any Person acquiring or owning an interest in the Property, and their grantees, successors, heirs, executors, administrators, devisees, and assigns.

**ARTICLE I
SUBMISSION; DEFINED TERMS**

Section 1.1 Submission of Property. The Declarant hereby submits the Property to the provisions of the Act.

Section 1.2 Defined Terms.

(a) Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the meanings specified or used in the Act.

(b) The following terms shall have the following meanings:

“Applicable Law” means, with respect to any Person, all provisions of statutes, rules, regulations, orders and permits of any Governmental Agency applicable to such Person, and all orders and decrees of all courts and arbitrators in proceedings or actions in which the Person in question is a party or is subject.

“Association Property” means the Property and all other real and personal property owned or leased by the Condominium Association.

“Board” or “Board of Directors” means the board of directors of the Condominium Association, and “Director” means a member of the Board of Directors.

“Bylaws” shall mean the bylaws of the Condominium Association as amended from time to time.

“Common Elements” shall include the following portions of the Property:

(A) all improvements, including, without limitation, the foundations, columns, girders, beams, supports, exterior walls, exterior doors, walls between the Units; the interior walls which are bearing walls or contain plumbing, gas pipes and/or electrical wiring serving more than one (1) Unit; and in general any and all related facilities, apparatus and installations existing for the use of Owners, except for those improvements that are designated by this Declaration and/or on the Plat as Units or Limited Common Elements;

(B) any parcels of real property and improvements and fixtures located thereon (i) that are owned by a person other than the Condominium Association or the Owners, but in which the Condominium Association has rights of use or possession pursuant to this Declaration or a lease, license, easement or other agreement, (ii) that are used or possessed by the Association for the benefit of the Owners; and

(C) all of the Land, excluding the Units, all water and sewer systems; sprinkler systems; lighting installed by Declarant; all walkways, the joint permanent easement, entry landscaping, which includes, without limitation, grass, shrubbery, trees, gardens and planters located at or adjacent to the entry; and the parking areas, driveways and roadways located on and within the Property.

“Common Expenses” includes all actual or anticipated expenditures made by, or financial liabilities of, the Condominium Association that are incurred pursuant to this Declaration or the Bylaws of the Condominium Association, together with any allocations to reserves. Without limiting the generality of the foregoing, “Common Expenses” include:

(a) Expenses of administration of the Condominium Association including compensation paid by the Association to the any management company, accountants, attorneys, or other employees or independent contractors.

(b) Expenses of maintenance, operation, repair, replacement, alteration or improvement of the Association Property and Common Elements as determined by the Board from time to time, as well as all other costs and expenses properly incurred by the Association.

(c) Expenses declared Common Expenses by the provisions of the Act.

(d) Common Element insurance premiums.

(e) Utility Services which are not separately metered and separately charged to specific Owners. including maintenance, repair, replacement, alteration or improvement of utility lines and facilities.

(f) Expenses of securing utility and access easement areas benefitting the Association Property, and the improvements located therein, including the share of such expenses allocated to the Association Property by any easement agreement.

(g) All costs and expenses incurred by the Condominium Association in connection with regulatory compliance.

(h) All reserves for replacement of the Association Property as required by the Act or as deemed necessary or desirable by the Board or the Condominium Association.

(i) Casualty, flood and wind, liability insurance or other insurance covering the Common Elements and Limited Common Elements, Association Property, or the Condominium Association, its members, officers, and directors, including the cost of playing any premiums and deductibles.

(j) All costs and expenses incurred by the Association in connection with any repairs or reconstruction as a result of casualty or condemnation, including any items not included within insurance.

(k) Expenses declared Common Expenses by the provisions of this Declaration or the Bylaws.

(l) Any valid charge against the Condominium as a whole.

“Common Surplus” means any excess of receipts of the Condominium Association over the Common Expenses with respect to a given fiscal year.

“Condominium” means the condominium regime established by this Declaration and the real estate within such regime.

“Condominium Association” means Winchester Commons Homeowners Association, Inc., a Tennessee nonprofit corporation, and its successors and assigns. Each Unit Owner shall be a member of the Condominium Association.

“Condominium Parcel” means a Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit as described in this Declaration, and together with any other appurtenances described in this Declaration.

“Declarant Control Period” is defined in Section 3.3.

“Declaration” means this Declaration of Condominium for Winchester Commons, a Condominium, and all amendments to this document, including the exhibits hereto and all amendments to such exhibits.

“Development” means, collectively, the Association Property, the Improvements, and the Common Elements.

“Floor Area” means the floor area calculated in square feet located within a Unit and any other area described in this Declaration as being included in Floor Area. Floor Area shall include, without limitation, the ground floor area inside buildings; enclosed vestibules; exclusive passageways; storage areas; mezzanines; outdoor balconies, outdoor decks, or patios.

“Governmental Agency” means any court, tribunal, board, arbitrator, mediator, authority, legislative body, agency, commission, executive, official or other instrumentality of the United States or any other country or any state, county, city or other political subdivision having jurisdiction over the Development, or the subject matter of this Declaration including without limitation the City of Knoxville and Knox County, Tennessee.

“Improvements” means all improvements to the Property including, without limitation, the building in which the Units are or are to be located, driveways and other improvements shown on the Plat, Plans or Site Plan, whether now existing or hereafter constructed as part of or serving the Condominium.

“Limited Common Element” is defined in Section 5.1.

“Mortgage” shall mean a deed of trust.

“Mortgagee” shall mean a beneficiary under or holder of a deed of trust encumbering any Condominium Parcel.

“Occupant” shall mean the tenant, user, occupant, resident or other non-Owner of a Unit, and their guests, licensees or invitees.

“Person” means any natural person, firm, partnership, joint venture, association, corporation, company, trust, business trust, limited liability company, agency (including without limitation, a Governmental Agency), or other legal entity.

“Plat” means the plat attached hereto as Exhibit B.

“Plans” means the plans attached hereto as Exhibit C.

“Site Plan” means the Site Plan attached hereto as Exhibit D.

“Unit” means a portion of the Condominium designed for separate ownership or occupancy, the boundaries of which are described herein.

“Unit Owner” or “Owner” means the owner of a Condominium Parcel or interest in a Condominium Parcel, but excluding those having such interest merely as security for the performance of an obligation.

“Utility Services” means and includes electric power, water, gas, garbage and sewage disposal, telephone service, cable television, communications and similar systems, and any other similar public service or convenience facility supplied to the Association Property.

ARTICLE II

NAMES; DESCRIPTION OF REAL ESTATE; PLAT, PLANS AND SITE PLAN

Section 2.1 Names.

(a) Condominium. The name of the Condominium is Winchester Commons, a Condominium.

(b) Condominium Association. The name of the Condominium Association is Winchester Commons Homeowners Association, Inc.

Section 2.2 Real Estate. The real property submitted to the condominium form of ownership under this Declaration consists of that certain property, referred to as the “Property” herein, located in Knox County, Tennessee more particularly described in Exhibit A, together with those easements specifically described in this Declaration.

Section 2.3 Plat, Plans, and Site Plan. The Plat attached hereto as Exhibit B, the Plans attached hereto as Exhibit C, and the Site Plan attached hereto as Exhibit D, are made a part of this Declaration for the purpose of describing the Condominium and the Units, and are incorporated herein by this reference.

Section 2.4 Phasing. Notwithstanding anything to the contrary in this Declaration, the Units to be constructed pursuant to this Declaration may be done so in phases and Declarant is only obligated to construct Phase I of the Condominium, which shall consist of Units 11 and 12, as identified on **Exhibit G**. The Declarant has the right, but not the obligation, to construct further phases as follows:

Phase	BUILDING	UNIT	ADDRESS
19	1	1	515 Alfaifa Way
		2	513 Alfaifa Way
18	2	3	509 Alfaifa Way
		4	507 Alfaifa Way
4	3	5	7221 Sassafras Way
		6	7219 Sassafras Way
3	4	7	7215 Sassafras Way
		8	7213 Sassafras Way
2	5	9	7209 Sassafras Way
		10	7207 Sassafras Way
1	6	11	7203 Sassafras Way
		12	7201 Sassafras Way
5	7	13	7200 Sassafras Way
		14	7202 Sassafras Way
6	8	15	7206 Sassafras Way
		16	7208 Sassafras Way
7	9	17	7212 Sassafras Way
		18	7214 Sassafras Way
8	10	19	7218 Sassafras Way
		20	7220 Sassafras Way
9	11	21	7224 Sassafras Way
		22	7226 Sassafras Way
10	12	23	7230 Sassafras Way
		24	7232 Sassafras Way
11	13	25	7236 Sassafras Way
		26	7238 Sassafras Way
12	14	27	7242 Sassafras Way
		28	7244 Sassafras Way
13	15	29	7248 Sassafras Way
		30	7250 Sassafras Way
14	16	31	7254 Sassafras Way
		32	7256 Sassafras Way
15	18	35	7251 Sassafras Way
		36	7249 Sassafras Way
16	19	37	7245 Sassafras Way
		38	7243 Sassafras Way
17	20	39	7239 Sassafras Way
		40	7237 Sassafras Way
21	21	41	506 Alfaifa Way
		42	508 Alfaifa Way
22	22	43	512 Alfaifa Way
		44	514 Alfaifa Way

ARTICLE III
THE CONDOMINIUM ASSOCIATION

Section 3.1 Authority. The business affairs of the Condominium shall be managed by the Condominium Association. The Condominium Association shall be governed in accordance with its Charter and Bylaws, as amended from time to time.

Section 3.2 Powers.

(a) The Condominium Association shall have all of the powers, authority, and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

(b) Upon the consent of a majority of the votes in the Condominium Association, the Condominium Association may assign its future income, including its rights to receive Common Expense assessments, to finance Common Expenses.

Section 3.3 Declarant Control. The Declarant shall have all the powers reserved or permitted to declarants in Section 66-27-403(c) of the Act to appoint and remove officers and Directors. Without limiting the generality of the foregoing, during the Declarant Control Period, Declarant shall have the right to appoint and remove all Directors and officers of the Condominium Association. The "Declarant Control Period" shall be defined as that period of time beginning on the date of formation of the Condominium Association and expiring on the earlier of (a) when the Declarant elects, at its option, to terminate control of the Condominium Association, or (b) the date required under Section 66-27-403(c) of the Act, whichever first occurs.

Section 3.4 Charter. The Condominium Association has been or shall be incorporated under the Charter in the form attached as **Exhibit E.**

Section 3.5 Bylaws. The Bylaws of the Condominium Association shall be in the form attached as **Exhibit F,** as amended from time to time.

Section 3.6 Membership. Each Unit Owner shall be a member of the Condominium Association.

Section 3.7 Voting. Voting by the members of the Condominium Association in the affairs of the Condominium Association shall be as described in Section 8.2 of this Declaration.

Section 3.8 Limitation Upon Liability of Condominium Association. Notwithstanding any duty of the Condominium Association to maintain and repair parts of the Association Property, the Condominium Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Association Property to be maintained and repaired by the Condominium Association, or caused by the negligence of other Owners or Persons, nor for injury or damage caused by the elements or other Owners or Persons.

Section 3.9 Restraint Upon Assignment of Shares in Assets. The share of a member of the Condominium Association in the funds and assets of the Condominium Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such member's Unit.

Section 3.10 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of a Condominium Association meeting, such decision shall be expressed by the same Person who would cast the vote(s) of such Unit Owner if in a Condominium Association meeting, unless the joinder of record Unit Owners is specifically required by this Declaration or Applicable Law.

ARTICLE IV **UNITS**

Section 4.1 Identification of Units. The identifying number of each Unit is shown on the Plat. Each Unit consists of certain airspace, as more fully described herein.

Section 4.2 Unit Boundaries. The boundaries of each Unit are located as shown on the Plat and Plans and are more particularly described as follows:

(a) The horizontal boundaries of each Unit are planes within the metes and bounds depicted on the Plat with respect to that Unit. The lower horizontal boundary of a Unit is a plane at the elevation shown for such boundary on the Plat. The upper horizontal boundary is a plane at the elevation shown for such boundary on the Plat. When the building is constructed, the upper boundary of a Unit shall include the imaginary plane(s) along and coincident to the interior unfinished lower surface(s) of the ceiling of the Unit, while the lower boundary of a Unit shall include imaginary horizontal plane(s) along and coincident to the lowest point(s) of the interior unfinished upper surface(s) of the floor of the Unit.

(b) The vertical boundaries of each Unit are the imaginary vertical planes along and coincident with the interior unfinished surfaces of perimeter walls, exterior doors, or windows, extended from the Unit's lower horizontal boundary to intersection with its upper horizontal boundary.

(c) Except as provided in Sections 4.2(a) and (b) above, no portion of any interior walls, including the floor of the top story (if a multi-story Unit), the ceiling of the bottom story (if a multi-story Unit), or any other interior walls within the boundaries of the Unit set forth in this section, and as depicted on **Exhibit B**, shall be deemed a boundary of the Unit. Any wall separating the Unit from any other Unit shall not be deemed an interior wall, but shall be considered a perimeter boundary in accordance with Section 4.2(b). If any chutes, flues, ducts, conduits, wires, plumbing or other structure or apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

Section 4.3 Easements for Encroachments. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, whether by reason of any deviation from the Plat, Plans or Site Plan in the construction of any Improvement, or by reason of the settling or shifting of the ground or any Improvement, an easement for such encroachment is hereby granted and shall be granted and deemed to exist.

Section 4.4 Alterations of Units. A Unit Owner may alter the interior non-structural portions of a Unit in its discretion. Exterior alterations or structural alterations shall be subject to the approval of the Board of Directors, which shall not be unreasonably withheld, provided that the Board of Directors shall be entitled to condition such approval upon provision of additional information as set forth in Section 4.7. The Unit Owner shall not pierce the surface of the ground for any reason.

Section 4.5 Relocation of Boundaries Between Adjoining Units. Subject to the approval of the Board of Directors, which may in its reasonable discretion grant or withhold such approval, if any Units in the Condominium now or hereafter adjoin, the boundaries between adjoining Units may be relocated by an amendment to the Declaration as provided in Section 66-27-312 of the Act if the Owners of those Units and their respective mortgagees submit to the Board of Directors such application as shall reasonably be required. If approved, the Condominium Association shall prepare, execute, and record an amendment to the Declaration at the expense of the Owners of the affected Units. Notwithstanding the foregoing, the Declarant may accomplish such a relocation of boundaries of any adjoining Units owned by Declarant without consent or approval of the Board of Directors or any party, and the Condominium Association shall join in the execution of any amendment to the Declaration necessary to accomplish such relocation.

Section 4.6 Subdivision of Units. Notwithstanding Section 66-27-313 of the Act, no Unit Owner other than the Declarant may subdivide any Unit. The Declarant's right to subdivide Units owned by the Declarant is not subject to any approval by the Board of Directors or any other Person.

Section 4.7 Requirements for Approval. Approval of any application submitted pursuant to Sections 4.3 or 4.4 hereof may be conditioned upon additional requirements related to preservation of the structural integrity, aesthetics, operating efficiency, and protection of the Condominium and other Unit Owners including, without limitation, minimum Unit or building size requirements, maximum building size, building height, acceptable architectural and engineering plans, maintenance of liability and workman's compensation insurance during construction, performance and payment bonds, or otherwise, the expense of which shall be borne by the affected Owners of the affected Units.

ARTICLE V **LIMITED COMMON ELEMENTS**

Section 5.1 Limited Common Elements.

(a) A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat, or by operation of Sections 66-27-302(2) or 66-27-302(4) of the Act, for the exclusive use of one or more but fewer than all of the Units.

(b) The following portions of the Condominium, in addition to the portions described in Sections 66-27-302(2) and 66-27-302(4) of the Act, are designated as Limited Common Elements:

(1) Any utility meters, chutes, flues, ducts, conduits, wires, plumbing, or other similar fixture or apparatus serving only a particular Unit but outside of that Unit shall be a Limited Common Element of that Unit.

(2) Any balcony adjoining a Unit and any privacy screen wall attached to a patio or deck adjoining a Unit, shall be a Limited Common Element of that Unit.

(3) Any item described or depicted on the Plat or Plans as a Limited Common Element of a Unit shall be a Limited Common Element of that Unit.

(4) Any part of the Condominium serving more than one Unit shall be a Common Element, and such part shall be a Limited Common Element if it serves more than one, but less than all, of the Units.

ARTICLE VI

MAINTENANCE, REPAIR, REPLACEMENT & UTILITIES

Section 6.1 General Rule. Except as otherwise provided herein or in the Act, the maintenance, repair, and replacement of the Common Elements and Association Property shall be the responsibility of the Condominium Association and shall be a Common Expense, as well as all portions of the Units contributing to the support of the building in which the Unit is located, which portions shall include, but not be limited to load bearing columns and walls. Any incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association. Except as otherwise provided herein or in the Act, each Owner is responsible for the maintenance and repair of that Owner's Unit(s). If any Owner shall fail to promptly maintain that Owner's Unit or the exterior of any structure within its Unit to the extent required herein, following written notice of such failure from the Condominium Association to the Unit Owner and a period of thirty (30) days in which to cure such failure, the Condominium Association may (but need not) perform such work, and the cost thereof shall be a Common Expense that shall be assessed specifically against the Owner of such Unit. For avoidance of doubt, the Owner of a Unit shall be responsible for the maintenance and repair of the exterior of the Owner's Unit.

Section 6.2 Limited Common Elements. The Owner of a Unit to which any Limited Common Elements are allocated shall maintain, repair, and replace those Limited Common Elements at its expense in a good, safe and operable condition. If the Owner of such Unit shall fail to promptly maintain, repair, or replace any such Limited Common Element in such condition, following written notice of such failure from the Condominium Association to the Unit Owner and a period of thirty (30) days in which to cure such failure, the Condominium Association may

perform such work, and the cost thereof shall be a Common Expense that shall be assessed specifically against the Owner of the Unit to which the Limited Common Elements are allocated.

Section 6.3 Expense Allocation. Except as otherwise provided herein, each Unit is allocated liability for Common Expense equal to its share set out in **Exhibit G**, Table of Allocated Interests; provided, however, if Declaration does not construct all of the Units pursuant to **Section 2.4**, then each Unit's share of expenses shall be proportionally increased. Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit to which the Limited Common Element is assigned, and if the Limited Common Element is assigned to multiple Units, that Common Expense shall be assessed equally against the Units to which the Limited Common Element is assigned. Any Common Expense associated with the Condominium Association's maintenance of any Unit because the Owner has failed to do so shall be assessed to the Unit so maintained.

Section 6.4 Utilities. If any Utility Services are provided to a Unit by or through the Condominium Association, the Condominium Association shall make a specific assessment against the Unit relating to the sharing of costs relating to the Condominium Association's expense in providing the service, and the amount shall be paid by the Unit Owner.

Section 6.5 Owner Responsibilities. The responsibilities of each Owner for maintenance, repair, and replacement are as follow:

(a) Each Owner shall perform all maintenance, repairs and replacements of, in or to its, his or her Unit, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including maintenance, repair and replacement of interior nonstructural walls, the interior side of the entrance door and all other doors within or affording access to the Unit, and the electrical wiring from the circuit breaker servicing the Unit to the outlets and switches, plumbing from the stub-out to and including all toilets, sinks, faucets, fixtures, and connections, heating and air-conditioning equipment located within the Unit or located as an appurtenance to the Unit or the Condominium, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit, of all personal property and fixtures located within the Unit, the exterior of the Unit, and of any other property belonging to the Owner. All of the foregoing will be performed by the Owner at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary in this Declaration.

(b) To promptly report to the Condominium Association any defect or need for repairs for which the Condominium Association is responsible.

(c) To perform the minimum maintenance items to the Unit as required by the Board from time to time.

(d) To bear in their entirety any expenses of repairs or replacements to the Condominium Parcel or Association Property occasioned by the specific use or abuse by the Owner or any licensee, guest, invitee, or tenant of that Owner.

(e) Decks, patios, and terraces must be kept clean and orderly.

(f) All property to be cleaned, maintained, repaired and/or replaced by an Owner shall be maintained at all times in good working order, if same affects the exterior appearance of the building in which the Unit is located, so as to preserve a well-kept appearance throughout Condominium and substantially in accordance with the plans and specifications for the original building; or if not, then according to the plans and specifications approved by the Board. No such maintenance, repair, or replacement shall be performed in a manner which changes or alters the exterior appearance of the building, Common Elements or Limited Common Elements from their original appearance or condition without the prior written consent of the Board. All property to be maintained, repaired and/or replaced by an Owner which is inside of the Owner's Unit and which does not affect the exterior appearance of the building shall be maintained at all times in a condition which does not and will not adversely affect any other Owner, or any portion of the Association Property.

(g) Each Owner shall also be responsible for performing maintenance, repairs, and replacements of all heating and air conditioning equipment servicing the Owner's Unit, which equipment is located within the Unit or is an appurtenance to the Unit or the Condominium. All such work commenced by the Owner must be commercially reasonable and completed with good workmanship. Each Owner is liable for any damage caused by such Owner or the Occupants of such Owner's Unit(s) to Common Elements and shall indemnify the Condominium Association for any such maintenance.

Notwithstanding the foregoing, other administrative costs, the cost of construction, maintenance, or repairs considered for federal income tax purposes to be in the nature of a capital improvement, or other expenses reasonably related to the maintenance, repair and operation of the Common Elements and the Condominium may be assessed only upon prior approval by a majority of the votes in the Condominium Association.

ARTICLE VII

DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 7.1 Certain Development Rights. In addition to any other development rights that may be reserved by the Declarant elsewhere in this Declaration, the Declarant reserves the following development rights during the Declarant Control Period:

(a) The right to amend this Declaration, including the Plat and the Plans for the purpose of altering the boundaries between adjoining Units, subdividing Units, and changing the allocated percentage of ownership allocated to such Units.

(b) The right to complete and make the Improvements.

(c) The right to exercise any development right reserved in this Declaration, including exercise pursuant to Section 66-27-310 of the Act.

(d) The right to declare or grant, and to use and to permit others to use, easements through the Common Elements (i) for the purpose of making the Improvements, as set out in this

Declaration, (ii) for the purpose of exercising any other right reserved to the Declarant by law or by this Declaration, (iii) granting easements to the City of Knoxville or those entities responsible for providing Utility Services to the Condominium or access for such purposes, and (iv) as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act, this Declaration, or otherwise.

Section 7.2 Certain Special Declarant Rights. In addition to any other special declarant rights that may be reserved by the Declarant elsewhere in this Declaration, the Declarant reserves the following special declarant rights during the Declarant Control Period:

(a) The right to appoint or remove any officer of the Condominium Association or any Director consistent with the Act.

(b) The right to make any other amendment of this Declaration or its exhibits, including the Plat, Plans and Site Plan, by the unilateral action of the Declarant, to the extent necessary or desirable to accomplish or exercise any right reserves in this Declaration to Declarant.

(c) The right to exercise any other rights reserved to the Declarant in this Declaration.

(d) The right to make any amendments to this Declaration or its Exhibits, including the Plat, Plans and Site Plan, to the extent necessary to cause the description of any Unit, as actually constructed, to conform to the descriptions of Unit boundaries as described in Section 4.2.

Section 7.3 Alteration of Plat; Amendment of Declaration. The Declarant reserves the right to alter the boundaries of any Unit, and the size and shape of any Unit, if (a) Declarant owns the Unit so altered and changed, (b) the alterations and changes do not change the method of access to any of the Units, (c) the alterations and changes shall, in all material respects, not conflict with the general theme of the Condominium, and (d) the alterations and changes do not cause the Units, or any of them, to violate any applicable code, law, or other restriction. If Declarant shall desire to accomplish any of the changes described in this paragraph with respect to a Unit, Declarant or its successor shall be entitled to amend this Declaration, without the consent of any party, to show any such change, but the Condominium Association shall join in any such amendment if requested. Except as expressly permitted by this paragraph, the Improvements shown on the Plat and in the Plans shall not be relocated, and new Improvements not shown on the Plat or in the Plans shall not be constructed.

Section 7.4 Assignment of Declarant Rights. Any development rights, special Declarant's rights, or similar rights reserved to Declarant shall not be assigned to any party other than to a Mortgagee providing a construction loan for construction of the Improvements (and any successor of such Mortgagee at any foreclosure). Any purported assignment in violation of this paragraph shall be null and void. Without limiting the generality of the foregoing, no Unit Owner shall be deemed to have acquired any development rights, special Declarant's rights, or similar rights reserved to Declarant merely by virtue of its acquisition of a Unit from Declarant.

ARTICLE VIII **ALLOCATED INTERESTS**

Section 8.1 Allocated Interests. The undivided percentage interest in the Common Elements and Common Surplus, the Common Expense liability, and votes in the Condominium Association allocated to each Unit are set forth in **Exhibit E**. Any Common Expense or portion thereof benefitting fewer than all of the Units may be assessed exclusively against the Units benefitted.

Section 8.2 Determination of Allocated Interests.

- (a) The method used to establish the allocated interest in each Unit is as follows:
- (1) the undivided interest of a Unit in Common Elements and Common Surplus, is a fraction, the numerator of which is the Floor Area within the Unit ("Unit Floor Area") and the denominator of which is the total Floor Area for all Units in the Condominium ("Total Floor Area");
 - (2) the percentage of liability of a Unit for Common Expenses is a fraction, the numerator of which is the Unit's Unit Floor Area and the denominator of which is the Total Floor Area; and
 - (3) the number of votes of a Unit in the Condominium Association is equal to the Unit's percentage interest in the Common Elements multiplied by 100.
- (b) If a Unit should be subdivided into two or more Units, then the Unit's allocated interests shall be reallocated to the resulting Units proportionally, based upon the Floor Area of the resulting Units, and the Declaration shall be amended to describe the resulting Units and their allocated interests. For example, should a Unit having a 1/5 interest in Common Elements, a 1/5 percentage of liability for Common Expenses, and 20,000 votes in the affairs of the Condominium Association be subdivided into two equal Units, then the allocated interest of each such resulting Unit shall be as follows: its undivided interest in Common Elements shall be 1/10; its percentage of liability for Common Expenses shall be 1/10; and its vote shall be 10,000 votes.

ARTICLE IX
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.1 Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

- (a) Use Restrictions. No Unit Owner or Occupant shall breach or violate any other restrictions, conditions or covenants appearing in any instrument of record in the Knox County Register's Office encumbering the Condominium or relevant Unit, recorded prior to the time that Unit Owner acquires title to its Unit. Units shall not be used for any purpose other than as a residence.
- (b) Residential Use. No Unit Owner or Occupant shall use any Unit for any purpose other than as a residential living space; provided, that a Unit Owner may lease a Unit to a third-

party for residential purposes so long as such lease is for no less than a period of six (6) months. For avoidance of doubt, no Unit may be used as a short-term rental, including, without limitation, an AirBNB or VRBO.

(c) Signs. No signs or other advertising devices shall be displayed that are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with rules and regulations now or hereafter promulgated by the Board of Directors or the Declarant, and except as set forth in Section 10.6.

(d) Antennae. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture or distribution device shall be permitted outside any Unit except as expressly permitted by Applicable Law. For the purposes of this paragraph, equipment on the roof of a Unit shall not be considered outside of a Unit, except as otherwise provided by law. The Declarant (during the Declarant Control Period) or the Condominium Association may construct or establish, on any part of the Common Elements, one or more exterior audio, television, microwave, or other antennae or antennae dish or signal capture and distribution device serving the entire Condominium as a Common Element for the Condominium.

(e) Rules and Regulations – Condominium Association. In addition to the restrictions set forth in this Declaration, the use of Units, the Common Elements, and the Limited Common Elements shall be subject to such rules and regulations as may be adopted by the Condominium Association from time to time.

(f) Rules and Regulations – Declarant. The Declarant may promulgate reasonable rules and regulations concerning the use of the Common Elements and Units from time to time during the Declarant Control Period. Copies of the rules and regulations shall be furnished to all Unit Owners, and such rules and regulations shall be of the same force and effect as the provisions of this Declaration, the Charter, and the Bylaws.

(g) Nuisances. No legal nuisance shall be allowed upon the Property.

(h) Insurance. No Unit Owner or Occupant shall commit or permit any violation of the policies of insurance taken out by the Condominium Association in accordance with the provisions of this Declaration, the Bylaws, or Applicable Law, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist which might result in termination of such policies, or an increase in rates.

(i) Lawful Use. No unlawful use shall be made of the Property or any part thereof; and all valid laws, zoning ordinances, and regulations of all Governmental Agencies having jurisdiction thereover shall be observed. The responsibility of meeting the requirements of Governmental Agencies relative to the maintenance, modification, or repair of the Property shall be the same as the responsibility for the maintenance and repair of Units and Common Elements as between Unit Owners and the Condominium Association.

(j) Waste. No Unit Owner or Occupant shall discharge or permit to be discharged anything into any waste lines, utility lines, vents, or flues that might reasonably be anticipated to

cause damage thereto. The discharge of customary amounts of grease into grease traps shall not be deemed to violate this paragraph.

(k) Vehicles. No automobiles which are inoperable shall be parked, kept, repaired or maintained on any portion of the Common Elements. No Unit Owner or Occupant may keep, park, or store more than two (2) vehicles on the Common Elements.

(l) Pets. No Unit Owner or Occupant may keep more than two (2) domestic pets per Unit. No Unit Owner or Occupant shall keep any pets other than dogs, cats, and small rodents such as hamsters, gerbils, or mice.

ARTICLE X **EASEMENTS AND LICENSES**

Section 10.1 Recording Data. Certain easements and licenses to which the Condominium is presently subject are shown on the Plat. In addition, the Condominium may be subject to other easements or licenses declared or granted by the Declarant pursuant to Section 7.1(d) in this Declaration. To the extent feasible, the Plat and the Site Plan give a legally sufficient description of all easements serving or burdening any portion of the Condominium.

Section 10.2 Easement of Enjoyment. Every Unit Owner and Occupant shall have a right and easement of enjoyment in and to the Common Elements subject to such reasonable rules, regulations, and restrictions as may be now or hereafter imposed by the Condominium Association.

Section 10.3 Easements for Utilities. Easements are hereby declared for electrical lines and conduits, gas lines, sewer lines, water lines, drain pipes, other utility lines, and other appurtenances to utility or service systems in order to adequately serve each of the Units and the Common Elements. The easements shall run over all portions of the Property, including the Units. Declarant reserves the right, during the Declarant Control Period, to construct any such line, conduit, pipe, or other appurtenance shown on the Plat, Plans, or Site Plan, or as otherwise reasonably required to serve the Condominium deemed appropriate by Declarant. In addition to other powers of the Condominium Association granted by the Act or this Declaration, the Board of Directors of the Condominium Association shall have the right and power to grant easements 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, sewer, and/or television.

Section 10.4 Easement for Emergency Access. There shall exist in favor of any manager employed in connection with the operation of the Condominium including the Condominium Association, Condominium Association Manager, and in favor of all policemen, firemen, ambulance personnel, and all similar emergency personnel, an easement to enter upon the Property or any portion thereof in case of an emergency in the proper performance of their respective duties.

Section 10.5 Easements for Ingress and Egress Through Common Elements; Declarant's Reserved Rights.

(a) A non-exclusive easement exists for pedestrian traffic over, through, and across portions of the Common Elements as may from time to time be intended for such purposes. Such easements are for the use and benefit of the Owners, Occupants, the Declarant, and for those claiming by, through, or under such persons, and those persons' guests, licensees, and invitees, subject to such reasonable rules, regulations, and restrictions as may be imposed by the Condominium Association

(b) Each Unit Owner and their respective designees (including the Condominium Association) are hereby granted a temporary non-exclusive easement for ingress and egress through all Common Elements for maintenance and upkeep of the Units as well as the installation, maintenance, repair, and replacement of such utility and service systems, provided that any party exercising such easement rights shall use reasonable efforts to avoid interruption of the use of the Unit burdened by such easement.

(c) Declarant reserves to itself and its successors in title, during the Declarant Control Period, an easement across and upon the Common Elements, for the movement and storage of building materials in connection with Declarant's exercise of any right reserved by Declarant.

(d) After completion of the Improvements shown on the Site Plan, access for vehicular traffic over the driveways shown on the Site Plan shall not be blocked or unreasonably impaired, except to the extent necessary for repairs and replacement, and as reasonable and necessary to prevent any public dedication.

ARTICLE XI **RIGHTS OF MORTGAGEES**

Section 11.1 Interpretation. This Article is for the protection of Mortgagees. In the event of a conflict between any provision of this Article and any other provision of this Declaration, the provision of this Article shall control.

Section 11.2 Right of First Refusal. In the event that any Person holds any right of first refusal in a Unit, such right of first refusal shall not adversely impact the rights of a Mortgagee or its assignee to:

- (a) Foreclose or take title to a Unit pursuant to the remedies in the Mortgage;
- (b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
- (c) Sell or lease a Unit acquired by the Mortgagee or its assignee.

Section 11.3 Lien Priority. Any lien for unpaid assessments shall be junior to any Mortgage recorded prior to the date on which the lien arose for any such assessment. In the case of payment to a Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements, no Owner or any other Person shall have priority over any rights of a first Mortgagee of a Unit pursuant to its Mortgage.

Section 11.4 Liability for Assessments. No Mortgagee shall become personally liable for, or obligated for, any assessment made prior to the time when the Mortgagee became the Owner of the Unit to which the assessment pertains, unless the Mortgagee shall have assumed such liability in writing; nevertheless, the Condominium Association may enforce the lien of the unpaid assessment against the encumbered Unit (but the priority of such lien as against any Mortgage shall be determined in accordance with Section 11.3).

Section 11.5 Unpaid Dues. Any first Mortgagee who obtains title to a Unit pursuant to the remedies in the Mortgage or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid assessments, allocation of Common Expenses, or any other amount payable to a Unit Owner hereunder accrued before the acquisition of the title to the Unit by the Mortgagee. The Mortgagee shall be liable for any fees or costs related to the collection of the unpaid assessments.

Section 11.6 Notice. Any Mortgagee of a Unit and any guarantor under the Mortgage shall receive timely written notice in the event of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its Mortgage;
- (b) Any nonpayment of assessments and charges as described in Section 13.6;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Condominium Association; and
- (d) Any proposed action requiring the consent of a specified percentage of Mortgagees.

ARTICLE XII **INSURANCE**

Section 12.1 Condominium Association Policies. The Condominium Association shall maintain the insurance policies that the Act requires the Condominium Association to maintain. Without limiting the generality of the foregoing, the Condominium Association shall maintain, to the extent reasonably available:

- (a) Property insurance on the Common Elements insuring against risks of direct physical loss commonly insured against for similar properties. The total amount of insurance after application of any deductibles shall be no less than one hundred percent (100%) of the total replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and
- (b) Liability insurance, including medical payments insurance, in an amount determined from time to time by the Board of Directors, but no less than \$5,000,000, 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.

Section 12.2 Availability. If the insurance described in Section 12.1 is not reasonably available, the Condominium Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners. The Board of Directors may cause the Condominium Association to carry any other insurance the Board of Directors deems appropriate to protect the Condominium Association or the Unit Owners.

Section 12.3 Terms Required. Insurance policies carried pursuant to Section 12.1 must provide that:

(a) 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;

(b) The insurer waives its right to subrogation under the policy against any Unit Owner, lessee, or employee or invitee of the Owner or lessee;

(c) No act or omission by any Unit Owner, unless acting in the capacity of a governing board member of the Condominium Association, will void the policy or be a condition to recovery under the policy; and

(d) 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 Condominium Association's policy provides primary insurance.

Section 12.4 Adjustment; Proceeds. Any loss covered by the property policy under Section 12.1 must be adjusted with the Condominium Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Condominium Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Condominium Association shall hold any insurance proceeds in trust for Unit Owners and lien holders as their interests may appear. Subject to Section 12.7, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Condominium is terminated.

Section 12.5 Other Insurance. The procurement of an insurance policy by the Condominium Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit.

Section 12.6 Certificates; Cancellation. An insurer that has issued to the Condominium Association an insurance policy required by the Act or this Declaration, or permitted thereby, shall issue certificates or memoranda of insurance to the Condominium Association and, upon written request, to any Unit Owner, mortgagee, or beneficiary under a deed of trust. The insurer issuing

the policy may not cancel or refuse to renew it until after notice of the proposed cancellation or nonrenewal has been mailed to the Condominium Association and to each and any additional insured under the policy at their respective last known addresses, in accordance with the Cancellation of Commercial Risk Insurance Act, compiled in Tennessee Code Annotated § 56-7-1801 *et seq.* or, if the policy is a policy of personal risk insurance, as defined in Tennessee Code Annotated § 56-5-302, then in accordance with the law governing such insurance.

Section 12.7 Condominium Association Insurance Policies; Damage or Destruction.

(a) Any portion of the Condominium for which insurance is required under the Act or this Declaration that is damaged or destroyed shall be repaired or replaced promptly unless:

- (1) The Condominium is terminated;
- (2) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (3) Unit Owners representing a majority of the votes in the Condominium Association vote not to rebuild.

(b) The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Condominium is not repaired or replaced:

- (1) The insurance proceeds attributable to the damages Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- (2) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear; and
- (3) The remainder of the proceeds must be distributed to all the Unit Owners or lien holders, as their interests may appear, in proportion to the Common Element interests of all the Units.

(c) Section 66-27-318 of the Act governs the distribution of insurance proceeds if the Condominium is terminated.

Section 12.8 Unit Owner Insurance Policies; Damage or Destruction.

If desired, each Unit Owner may obtain fire and extended casualty insurance coverage at its own expense upon its own personal property located within its Unit and for its personal liability.

ARTICLE XIII
ASSESSMENTS

The making and collection of assessments against Unit Owners for Common Expenses shall be done subject to the following provisions:

Section 13.1 Share of Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses as allocated in this Declaration. Common Expenses shall be assessed against all Owners in a uniform and non-discriminatory manner.

Section 13.2 Refunds of Common Surplus. Refunds of all or a portion of any Common Surplus to the Owners shall be in proportionate shares. Such a refund shall only be made upon a determination by the Board that the refund is both appropriate and desirable. In lieu of refunding any Common Surplus to the Owners, the Board may elect to apply the Common Surplus to the following year's budget, retain it as operating working capital, or transfer the Common Surplus to the reserve fund.

Section 13.3 Interest; Application of Payments. Assessments and installments thereon paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid within thirty (30) days after written notice from the Condominium Association that such payment is delinquent shall bear interest at the maximum rate allowed by Applicable Law, from the thirtieth (30th) day after such notice until paid. All payments upon account shall be first applied to interest and then to the assessment first due. A Unit Owner shall be declared to be in default if an assessment is not paid within thirty (30) days after written notice of non-payment from the Condominium Association.

Section 13.4 Lien for Assessments. There shall be a lien against each Unit, in favor of the Condominium Association, for default in the payment of assessments applicable to the Unit, which shall also secure reasonable attorneys' fees and other costs incurred by the Condominium Association incident to the collection of such assessment or enforcement of such lien, and which shall be deemed automatically subordinated to any Mortgage as set forth in Article XI above.

Section 13.5 Enforcement; Remedies. Following thirty (30) days prior written notice of default to the defaulting Unit Owner, such lien may be enforced by sale by the Condominium Association or its attorney or other Person authorized to make the sale, after failure of the Owner to pay such assessment, in accordance with its terms, such sale to be conducted in accordance with the provisions of Tennessee law applicable to the exercise of powers of sale in mortgages and deeds of trust. Such lien also may be enforced in any other manner permitted by law. The duly elected President of the Condominium Association at the time of any foreclosure shall be empowered to transfer a Unit sold to the highest qualified bidder.

The Condominium Association, acting on behalf of the Unit Owners, shall have the power to bid for the Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid Common Expenses, rent, costs, assessments, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 13.6 Notice to Mortgagee. The Mortgagee of any Unit shall be notified of any default of the Owner of such Unit with respect to nonpayment of such Owner's assessment or any other charge which might constitute a lien against the Unit which default remains unpaid for sixty (60) days, provided that the Mortgage has been duly recorded and the Mortgagee has given the Condominium Association written notice of the Mortgage. A Mortgagee of such Unit shall have the right, but not the obligation, to cure such default on behalf of the Owner, subject to the same limitations and requirements imposed on such Owner.

Section 13.7 Assessments. The Board of Directors shall make assessments as described in this Article or elsewhere in this Declaration. The Board of Directors shall make regular assessments for Common Expenses on a regular basis, either monthly, quarterly, semiannually, or annually, as determined from time to time by the Board of Directors. The Board of Directors may make special assessments for capital expenditures from time to time and such other assessments as are permitted by the Condominium Act. The Board of Directors may make additional, specific assessments against any Unit from time to time whenever a cost is incurred for the benefit of the Unit or a cost is incurred that is described in this Declaration as a cost of a particular Unit.

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

Section 14.1 Enforcement. The Declarant, the Condominium Association, or any Unit Owner shall have the right to enforce, by way of injunctive relief or otherwise, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Condominium Association, or any Unit Owner to enforce any covenant, restriction, or other provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.2 Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

Section 14.3 Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Charter, the Bylaws, and the rules and regulations adopted under this Declaration, as they may be amended from time to time. Default by a Unit Owner shall entitle the Condominium Association or other Unit Owners to the following relief in addition to the remedies provided by the Act or other law:

(a) **Negligence:** A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by its act, neglect, or carelessness, or by that of its guests, employees, agents, or lessees, 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, but not be limited to, any increase in fire insurance rates occasioned by the use, misuse, occupancy, or abandonment of a Unit Owner. A Unit Owner shall pay the Condominium Association the amount of any increase in its insurance premium occasioned by such use, misuse, occupancy, or abandonment.

(b) Costs and Attorneys' Fees: In any proceeding arising out of an alleged failure of a Unit Owner to comply with the terms of this Declaration, the Charter, the Bylaws, or the rules and regulations adopted under this Declaration, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and its attorneys' fees.

(c) No Waiver of Rights. The failure of the Declarant, the Condominium Association, or any Unit Owner to enforce any covenant, restriction, or other provision of the Act or other law, this Declaration, the Charter, the Bylaws, or the rules and regulations adopted under this Declaration, shall not constitute a waiver of the right to do so thereafter.

(d) Notices. Except as may be otherwise provided in this Declaration, any notice, demand, request, consent, approval or communication under this Declaration shall be in writing and shall be deemed duly given or made: (i) when deposited, postage prepaid, in the United States mail, certified or registered mail with a return receipt requested, addressed to the Person at the last known address of the Person; (ii) when delivered personally to the Person at the last known address of the Person; (iii) when deposited with a reliable overnight courier service, fee prepaid, with receipt of confirmation requested, addressed to the Person at the last known address; or (iv) when delivered by email transmission with confirmed receipt of transmission. An Owner may designate a different address for receiving notices hereunder by notice to the Condominium Association. The Condominium Association shall also notify all Owners of any change in address.

(e) Cure and Assessment. If any Owner shall fail to perform any obligation hereunder or under the Act, within (30) days following written notice of such failure from the Condominium Association to such Owner, the Condominium Association shall have the right to perform such obligation and to make a specific assessment against that Owner and his Unit for all costs associated with the performance, including all related attorneys' fees. Such assessment shall be a lien against such Owner's Unit and may be enforced by any or all methods permitted herein for enforcement of liens.

Section 14.4 Amendment.

(a) The Declarant, the Condominium Association, and Unit Owners may amend the Declaration and its exhibits, to the extent, and by any method, permitted by the Act.

(b) Any amendment that is materially adverse to Mortgagees of Units shall be agreed to by the Mortgagees of Units to which fifty-one percent (51%) of the votes in the Condominium Association are allocated; provided, however, that if any Mortgagee fails to submit a response to a written proposal for an amendment within sixty (60) days after receipt of the proposal, such Mortgagee shall be deemed to have approved such proposal. Any notice to Mortgagees under this Section 14.4(b) shall be delivered by certified or registered mail with a return receipt requested.

(b) Without limiting the rights of the Declarant to amend the Declaration or its exhibits, as described elsewhere herein or by law or to exercise development rights or special declarant rights as set forth herein, and notwithstanding any other provision herein contained, the following provisions shall be deemed to be in full force and effect, none of which shall be construed as to

relieve the Declarant from any obligations as a Unit Owner to pay assessments as to Units owned by it in accordance with the Condominium documents except as set forth herein:

(1) The Declarant reserves the right to amend the Declaration to exercise any and all development rights set forth in this Declaration, to exercise any and all other rights of the Declarant set forth in this Declaration, to make Limited Common Element assignments or reassignments, or to correct any scrivener's error in the Declaration or to cause the Declaration to comply with law.

(2) Whenever and to the extent the Declarant is granted, or reserves, the right to unilaterally amend this Declaration, including amendments to any exhibits to this Declaration, it shall be the Declarant's right to accomplish such amendment without the consent of any party. In any such case, if requested by the Declarant, the Condominium Association shall execute such amendment and deliver it to the Declarant.

Section 14.5 Termination. For fifty (50) years after the date of this Declaration, and except in the case of a taking of all the Units by eminent domain, or in the case of damage or destruction as contemplated in Section 12.7, the Condominium shall not be terminated except by agreement of:

- (a) Owners of Units to which eighty percent (80%) of the votes in the Condominium Association are allocated;
- (b) Holders of first Mortgages against Units representing eighty percent (80%) of the votes in the Condominium Association; and
- (c) Holders of any Mortgages against Units representing fifty-one percent (51%) of the votes in the Condominium Association.

After the expiration of fifty (50) years, the Condominium may be terminated by a majority vote of the Unit Owners and by holders of any Mortgages against Units representing fifty-one percent (51%) of the votes in the Condominium Association.

Section 14.6 Addresses of Units. The address of each Unit is given on **Exhibit H** hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.

SMITHCHASE, LLC, a Tennessee limited liability company

By: *Rufus H. Smith, III*
Rufus H. Smith, III, President

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, the undersigned notary public, of the state and county aforementioned, personally appeared **RUFUS H. SMITH, III**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of **SMITHCHASE, LLC**, the within named bargainer, a Tennessee limited liability company, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as President, being authorized so to do.

WITNESS my hand and seal this 4 day of September, 2024.

My Commission Expires:

8/2/25

C. K. Haynes
Notary Public

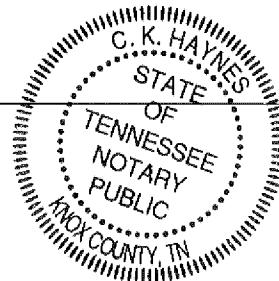


EXHIBIT A**Legal Description of Property****Tract 1:**

Situated in District No. 6 of Knox County, Tennessee, and within the 47th Ward of the City of Knoxville, Tennessee and being all of that undivided portion of the Eastern end of Deane Hill Estates as shown on map of said Deane Hill Estates of record in the Register's Office for Knox County, and more particularly bounded and described as follows:

BEGINNING on an iron pin at the Southeastern Intersection of Winchester Drive and Deane Hill Drive and from said point North 52 deg. 47 min. East 170 feet to an iron pin; thence South 25 deg. 24 min. East 606.10 feet to an iron pin at the Southern Railway Right of Way; thence South 55 deg. 34 min. West 133.75 feet to an iron pin; thence North 55 deg. 03 min. West 168.48 feet to the edge of Winchester Drive; thence with the edge of Winchester Drive as it curves to the left a chord distance 127.41 feet to a point with a bearing of said line if reduced to straight of North 4 deg. 53 min. East; thence North 25 deg. 24 min. West 257.36 feet to an Iron pin; thence North 37 deg. 12 min. West 79.83 feet to the point of **BEGINNING** excepting however from about the point of **BEGINNING** the same rounded curve of the intersection of the two said streets, all as shown by plat #9406 of Batson & Himes, Engineers, dated July 18, 1963, to which plat reference is made.

BEING the same property conveyed to SmithChase, LLC, a Tennessee limited liability company by quitclaim deed dated April 20, 2023, of record as Instrument No. 202304240057179 in the Register's Office for Knox County, Tennessee.

Tract 2:

Situated in District No. 6 (old 11) of Knox County, Tennessee, and within the 47th Ward of the City of Knoxville, Tennessee and being located on the South side of Deane Hill Road and being more particularly bounded and described as follows:

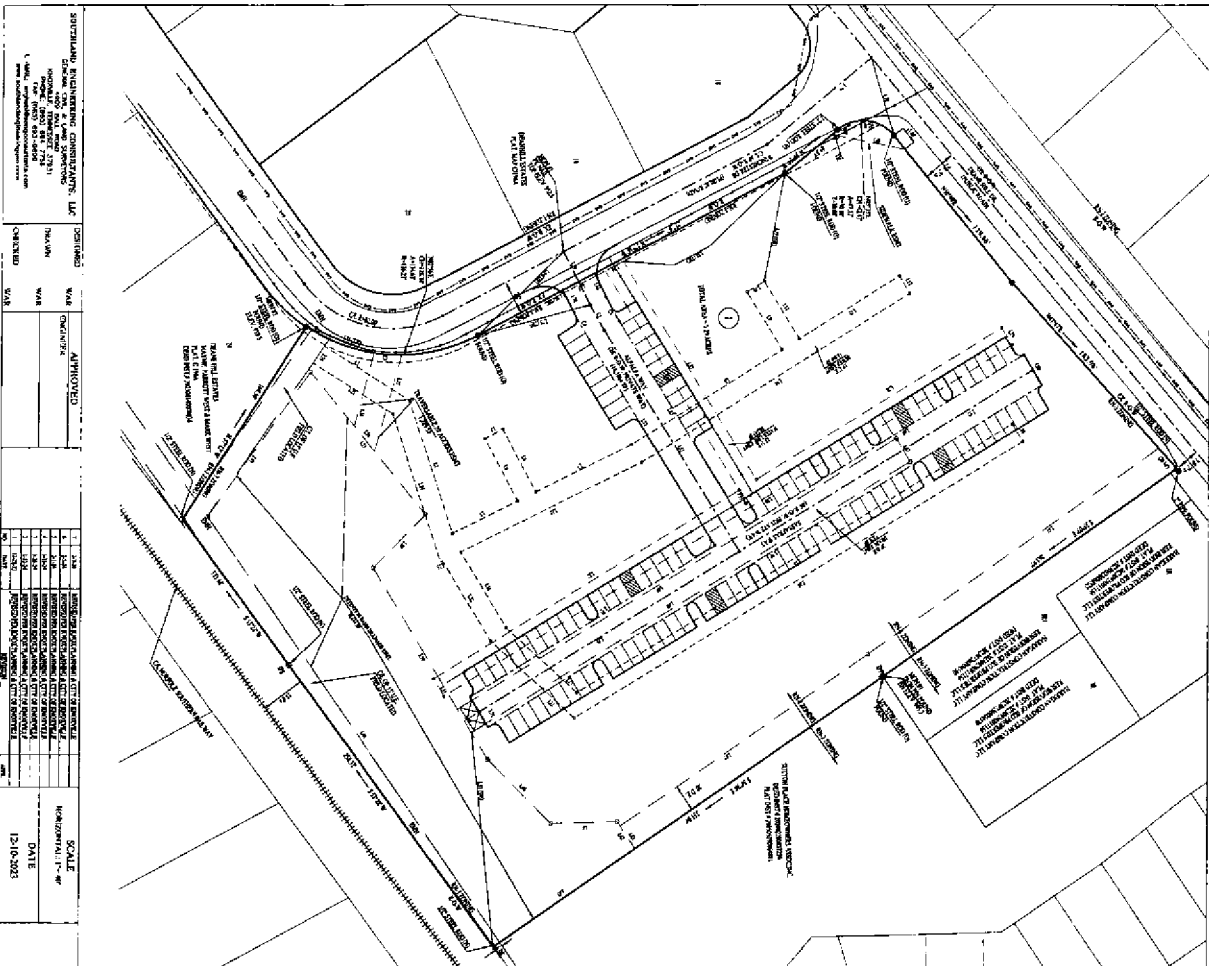
BEGINNING at an iron pin, said pin being distant in a Northerly direction 0.6 miles from the intersection of the East line of Morrel Road and the Southerly line of Deane Hill Road, said pin being the dividing line between East Tennessee Breeders Association East line and the property this day conveyed; thence North 50 deg. 35 min. East, a distance of 184.5 feet to an iron pin on the Southerly side of Deane Hill Road and Vaden's line; thence South 31 deg. 10 min. East, 620.8 feet to an iron pin in the Northerly line of the Southern Railroad right-of-way; thence along a fence line, South 54 deg. 26 min. West, 229.2 feet to an iron pin in the East Tennessee Breeder's Association line; thence along said line, North 26 deg. 40 min. West, 612.5 feet to an iron pin in the Southerly line of Deane Hill Road, being the point of **BEGINNING**.

BEING the same property conveyed to SmithChase, LLC, a Tennessee limited liability company by quitclaim deed dated April 24, 2023, of record as Instrument No. 202304250057256 in the Register's Office for Knox County, Tennessee.

EXHIBIT B

The Plat

[Attached]



DEED RECORDING INFORMATION

BOOK: 47630L PAGE: 23

DATE: 12-10-2023

SCALE: HORIZONTAL 1" = 40'

VERTICAL 1" = 40'

DATE: 12-10-2023

SCALE: HORIZONTAL 1" = 40'

VERTICAL 1" = 40'

CONTRACTOR'S CERTIFICATE

I, the undersigned, being duly licensed and qualified in the State of Tennessee, do hereby certify that the above described plat is a true and correct copy of the original plat as shown to me by the applicant and that the same has been approved by me for recording in the public records of the State of Tennessee.

[Signature]
 CONTRACTOR

REGISTERED PROFESSIONAL ENGINEER

[Signature]
 REGISTERED PROFESSIONAL ENGINEER

NOTARY PUBLIC

[Signature]
 NOTARY PUBLIC

47630L

Nick McBride
 Register of Deeds
 Knox County

PLAT: 12-R-23

BOOK: 47630L PAGE: 23

DATE: 12-10-2023

SCALE: HORIZONTAL 1" = 40'

VERTICAL 1" = 40'

DATE: 12-10-2023

SCALE: HORIZONTAL 1" = 40'

VERTICAL 1" = 40'

REGISTERED PROFESSIONAL ENGINEER

LOCATION MAP

THIS DAY HAS BEEN TO ANTIKENTON, TENNESSEE, ONE-CAL, REGISTERED PROFESSIONAL ENGINEER, I HAVE DRAWN AND EXAMINED THE ABOVE DESCRIBED PLAT AND HAVE FOUND IT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS SHOWN TO ME BY THE APPLICANT.

[Signature]
 REGISTERED PROFESSIONAL ENGINEER

DEED RECORDING INFORMATION

BOOK: 47630L PAGE: 23

DATE: 12-10-2023

SCALE: HORIZONTAL 1" = 40'

VERTICAL 1" = 40'

DATE: 12-10-2023

SCALE: HORIZONTAL 1" = 40'

VERTICAL 1" = 40'

EXHIBIT C

The Plans

[Attached]

GENERAL NOTES AND SPECIFICATIONS:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

GRADING NOTES:

1. ALL EXISTING GRADE SHALL BE MAINTAINED UNLESS OTHERWISE NOTED. ALL NEW GRADE SHALL BE AS SHOWN ON THE GRADING PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

FOUNDATION NOTES:

1. ALL FOUNDATION SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED. ALL FOUNDATION SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED. ALL FOUNDATION SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED.

EXTERIOR NOTES:

1. ALL EXTERIOR WALLS SHALL BE BRICK UNLESS OTHERWISE NOTED. ALL EXTERIOR WALLS SHALL BE BRICK UNLESS OTHERWISE NOTED. ALL EXTERIOR WALLS SHALL BE BRICK UNLESS OTHERWISE NOTED.

INTERIOR NOTES:

1. ALL INTERIOR WALLS SHALL BE GYPSONUM BOARD UNLESS OTHERWISE NOTED. ALL INTERIOR WALLS SHALL BE GYPSONUM BOARD UNLESS OTHERWISE NOTED. ALL INTERIOR WALLS SHALL BE GYPSONUM BOARD UNLESS OTHERWISE NOTED.

ROOFING AND FINISHES:

1. ALL ROOFING SHALL BE ASPHALT/FLY SHingles UNLESS OTHERWISE NOTED. ALL ROOFING SHALL BE ASPHALT/FLY SHingles UNLESS OTHERWISE NOTED. ALL ROOFING SHALL BE ASPHALT/FLY SHingles UNLESS OTHERWISE NOTED.

MECHANICAL AND ELECTRICAL:

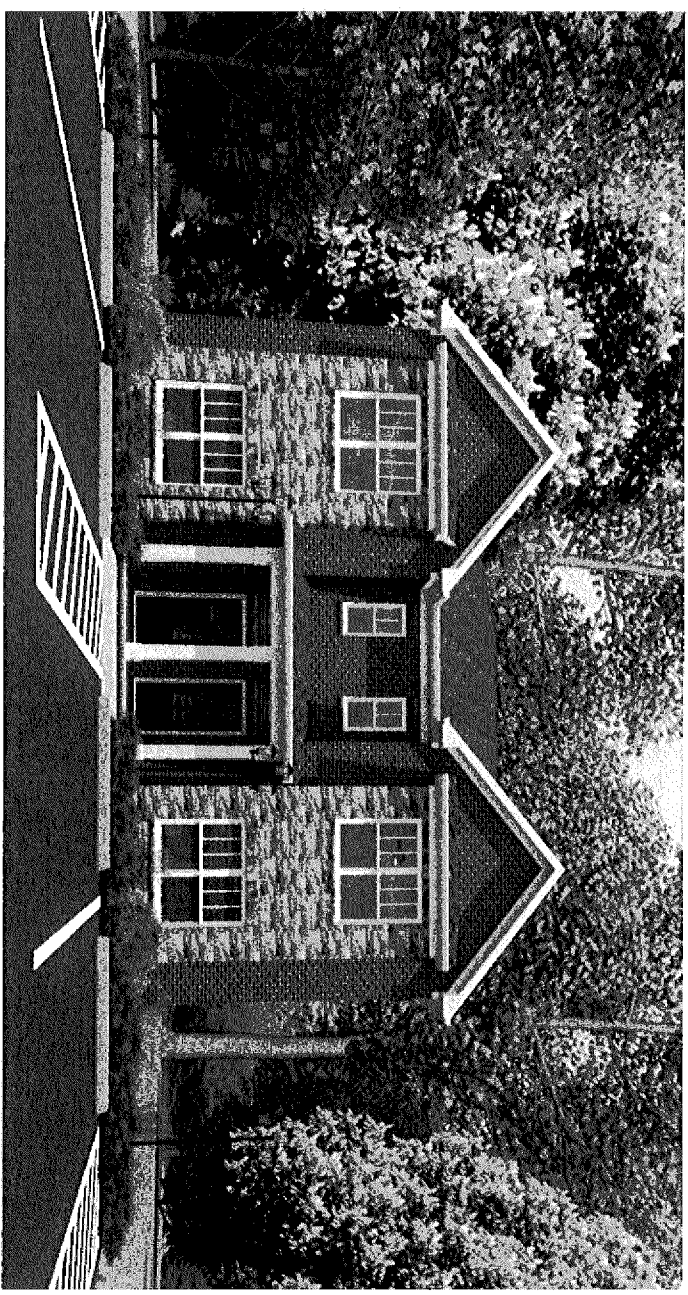
1. ALL MECHANICAL AND ELECTRICAL SHALL BE AS SHOWN ON THE MECHANICAL AND ELECTRICAL PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

GENERAL NOTES:

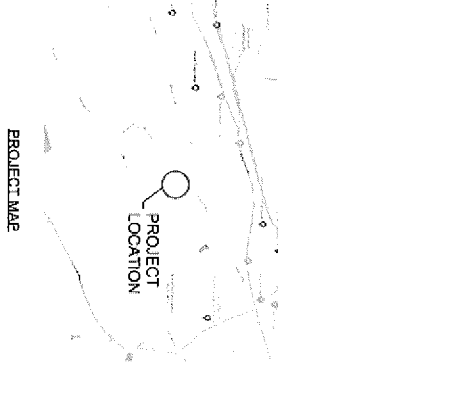
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

GENERAL NOTES:

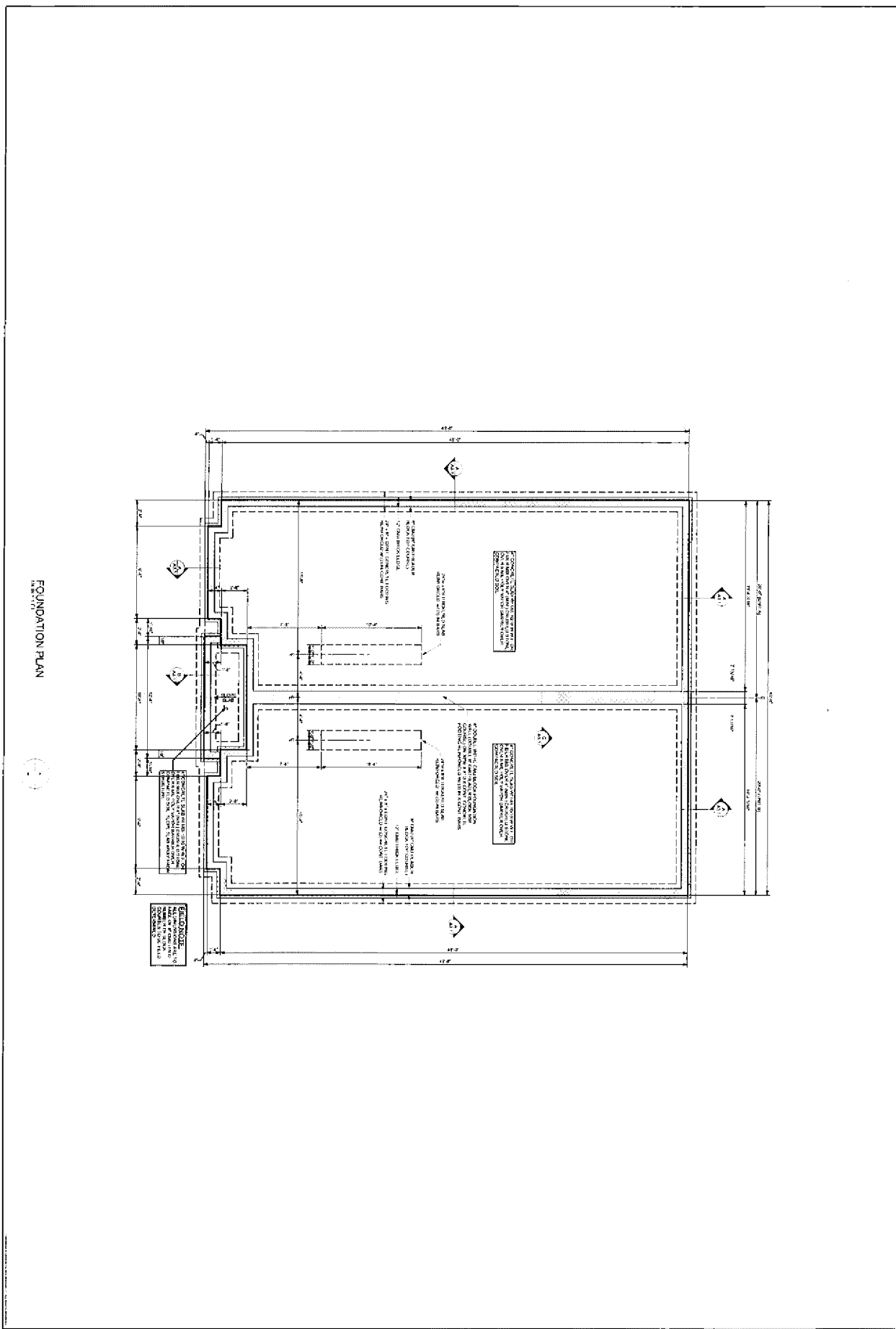
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.



DEANE HILL DUPLEX - SLAB

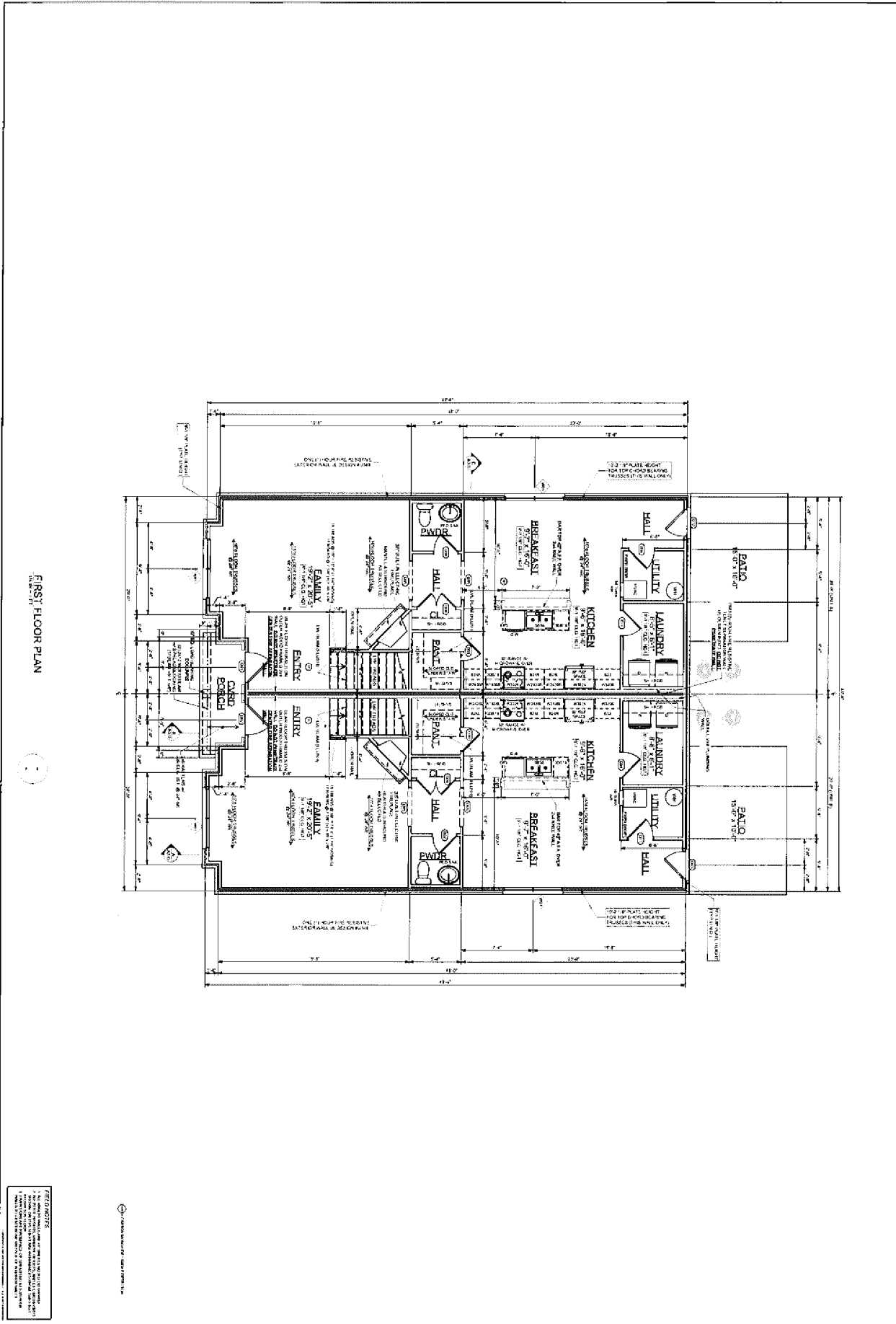


SHEET INDEX	
NO. 1	GENERAL NOTES
NO. 2	FOUNDATION
NO. 3	EXTERIOR WALLS
NO. 4	INTERIOR WALLS
NO. 5	ROOFING
NO. 6	MECHANICAL AND ELECTRICAL
NO. 7	FINISHES
NO. 8	GENERAL NOTES
NO. 9	FOUNDATION
NO. 10	EXTERIOR WALLS
NO. 11	INTERIOR WALLS
NO. 12	ROOFING
NO. 13	MECHANICAL AND ELECTRICAL
NO. 14	FINISHES
NO. 15	GENERAL NOTES



FOUNDATION PLAN

<p>A1.0</p>	<p>DATE: 09/12/2024</p>	<p>PROJECT: DEANE HILL DUPLEX - SLAB</p>	<p>SCALE: AS SHOWN</p>	<p>DESIGNED BY: [Name]</p>	<p>CHECKED BY: [Name]</p>	<p>APPROVED BY: [Name]</p>	<p>NAHB AIBD IBAC</p>	<p>SOUTHLAND</p>		<p>DEANE HILL DUPLEX - SLAB</p>	<p>THIS PLAN IS THE PROPERTY OF THE ENGINEER AND ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT IS STRICTLY PROHIBITED.</p>
											<p>48784 - 2024 - 09/12/2024 - 10:55:00 AM</p>



NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL, ELECTRICAL, AND PLUMBING CODES (IMC, EBC, and IPC).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SWEET'S CATALOG OF BUILDING MATERIALS AND METHODS (SIC).
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL ALUMINUM (ACI 308).
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL STEEL (AISC 360).
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL WOOD (NDS).
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL CONCRETE (ACI 318).
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL COMPOSITE CONCRETE AND STEEL (ACI 308).
11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL FIBER REINFORCED POLYMER (FRP) COMPOSITES (ACI 440).
12. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL FIBER REINFORCED POLYMER (FRP) COMPOSITES (ACI 440).
13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL FIBER REINFORCED POLYMER (FRP) COMPOSITES (ACI 440).
14. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL FIBER REINFORCED POLYMER (FRP) COMPOSITES (ACI 440).
15. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND STANDARDS FOR THE DESIGN OF STRUCTURAL FIBER REINFORCED POLYMER (FRP) COMPOSITES (ACI 440).

A1.1

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	09/12/2024
2	REVISION	09/12/2024
3	REVISION	09/12/2024
4	REVISION	09/12/2024
5	REVISION	09/12/2024
6	REVISION	09/12/2024
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8	REVISION	09/12/2024
9	REVISION	09/12/2024
10	REVISION	09/12/2024



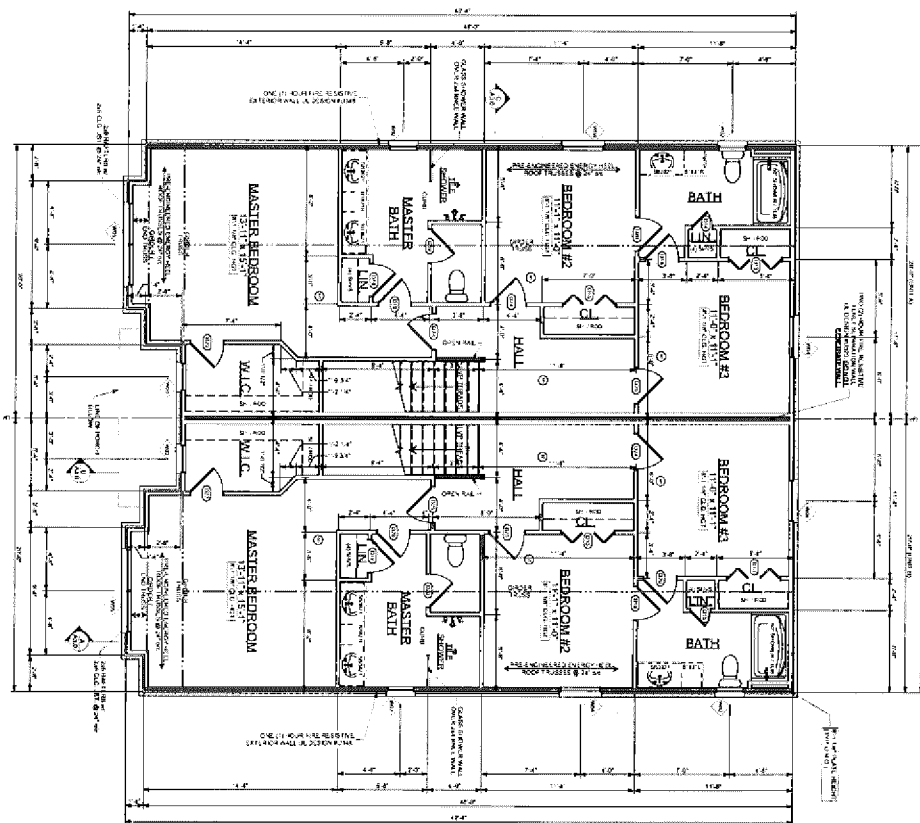
SOUTHLAND



DEANE HILL DUPLEX - SLAB

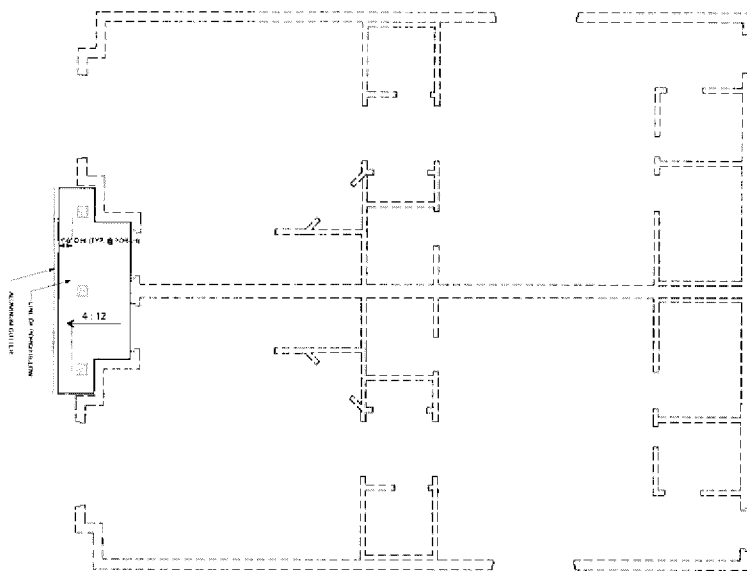
THIS PLAN IS THE PROPERTY OF SOUTHLAND BUILDING PRODUCTS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SOUTHLAND BUILDING PRODUCTS. ALL RIGHTS ARE RESERVED.

SECOND FLOOR PLAN

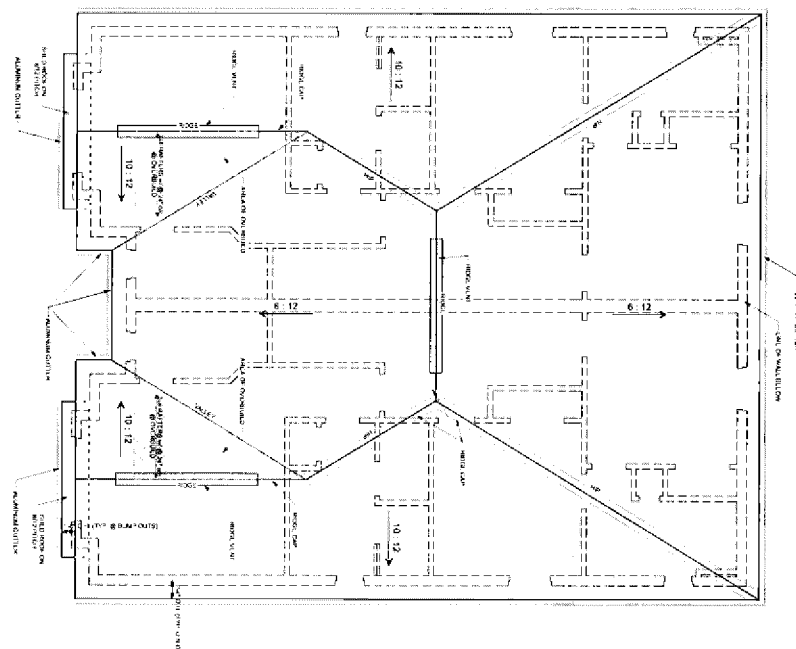


<p>A1.2</p>	<p>DATE: 09/12/2024</p> <p>PROJECT: DEANE HILL DUPLEX - SLAB</p>	<p>REVISED: A1</p> <p>BD</p>	<p>SOUTHLAND</p>		<p>DEANE HILL DUPLEX - SLAB</p>	<p>SCALE: 1/8" = 1'-0"</p> <p>NOTES:</p> <p>1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.</p> <p>2. SEE ALL NOTES ON ALL SHEETS.</p> <p>3. SEE ALL NOTES ON ALL SHEETS.</p> <p>4. SEE ALL NOTES ON ALL SHEETS.</p> <p>5. SEE ALL NOTES ON ALL SHEETS.</p>
	<p>NO. 1000</p> <p>NO. 1001</p> <p>NO. 1002</p> <p>NO. 1003</p> <p>NO. 1004</p> <p>NO. 1005</p> <p>NO. 1006</p> <p>NO. 1007</p> <p>NO. 1008</p> <p>NO. 1009</p> <p>NO. 1010</p> <p>NO. 1011</p> <p>NO. 1012</p> <p>NO. 1013</p> <p>NO. 1014</p> <p>NO. 1015</p> <p>NO. 1016</p> <p>NO. 1017</p> <p>NO. 1018</p> <p>NO. 1019</p> <p>NO. 1020</p> <p>NO. 1021</p> <p>NO. 1022</p> <p>NO. 1023</p> <p>NO. 1024</p> <p>NO. 1025</p> <p>NO. 1026</p> <p>NO. 1027</p> <p>NO. 1028</p> <p>NO. 1029</p> <p>NO. 1030</p> <p>NO. 1031</p> <p>NO. 1032</p> <p>NO. 1033</p> <p>NO. 1034</p> <p>NO. 1035</p> <p>NO. 1036</p> <p>NO. 1037</p> <p>NO. 1038</p> <p>NO. 1039</p> <p>NO. 1040</p> <p>NO. 1041</p> <p>NO. 1042</p> <p>NO. 1043</p> <p>NO. 1044</p> <p>NO. 1045</p> <p>NO. 1046</p> <p>NO. 1047</p> <p>NO. 1048</p> <p>NO. 1049</p> <p>NO. 1050</p> <p>NO. 1051</p> <p>NO. 1052</p> <p>NO. 1053</p> <p>NO. 1054</p> <p>NO. 1055</p> <p>NO. 1056</p> <p>NO. 1057</p> <p>NO. 1058</p> <p>NO. 1059</p> <p>NO. 1060</p> <p>NO. 1061</p> <p>NO. 1062</p> <p>NO. 1063</p> <p>NO. 1064</p> <p>NO. 1065</p> <p>NO. 1066</p> <p>NO. 1067</p> <p>NO. 1068</p> <p>NO. 1069</p> <p>NO. 1070</p> <p>NO. 1071</p> <p>NO. 1072</p> <p>NO. 1073</p> <p>NO. 1074</p> <p>NO. 1075</p> <p>NO. 1076</p> <p>NO. 1077</p> <p>NO. 1078</p> <p>NO. 1079</p> <p>NO. 1080</p> <p>NO. 1081</p> <p>NO. 1082</p> <p>NO. 1083</p> <p>NO. 1084</p> <p>NO. 1085</p> <p>NO. 1086</p> <p>NO. 1087</p> <p>NO. 1088</p> <p>NO. 1089</p> <p>NO. 1090</p> <p>NO. 1091</p> <p>NO. 1092</p> <p>NO. 1093</p> <p>NO. 1094</p> <p>NO. 1095</p> <p>NO. 1096</p> <p>NO. 1097</p> <p>NO. 1098</p> <p>NO. 1099</p> <p>NO. 1100</p>	<p>NO. 1101</p> <p>NO. 1102</p> <p>NO. 1103</p> <p>NO. 1104</p> <p>NO. 1105</p> <p>NO. 1106</p> <p>NO. 1107</p> <p>NO. 1108</p> <p>NO. 1109</p> <p>NO. 1110</p> <p>NO. 1111</p> <p>NO. 1112</p> <p>NO. 1113</p> <p>NO. 1114</p> <p>NO. 1115</p> <p>NO. 1116</p> <p>NO. 1117</p> <p>NO. 1118</p> <p>NO. 1119</p> <p>NO. 1120</p> <p>NO. 1121</p> <p>NO. 1122</p> <p>NO. 1123</p> <p>NO. 1124</p> <p>NO. 1125</p> <p>NO. 1126</p> <p>NO. 1127</p> <p>NO. 1128</p> <p>NO. 1129</p> <p>NO. 1130</p> <p>NO. 1131</p> <p>NO. 1132</p> <p>NO. 1133</p> <p>NO. 1134</p> <p>NO. 1135</p> <p>NO. 1136</p> <p>NO. 1137</p> <p>NO. 1138</p> <p>NO. 1139</p> <p>NO. 1140</p> <p>NO. 1141</p> <p>NO. 1142</p> <p>NO. 1143</p> <p>NO. 1144</p> <p>NO. 1145</p> <p>NO. 1146</p> <p>NO. 1147</p> <p>NO. 1148</p> <p>NO. 1149</p> <p>NO. 1150</p> <p>NO. 1151</p> <p>NO. 1152</p> <p>NO. 1153</p> <p>NO. 1154</p> <p>NO. 1155</p> <p>NO. 1156</p> <p>NO. 1157</p> <p>NO. 1158</p> <p>NO. 1159</p> <p>NO. 1160</p> <p>NO. 1161</p> <p>NO. 1162</p> <p>NO. 1163</p> <p>NO. 1164</p> <p>NO. 1165</p> <p>NO. 1166</p> <p>NO. 1167</p> <p>NO. 1168</p> <p>NO. 1169</p> <p>NO. 1170</p> <p>NO. 1171</p> <p>NO. 1172</p> <p>NO. 1173</p> <p>NO. 1174</p> <p>NO. 1175</p> <p>NO. 1176</p> <p>NO. 1177</p> <p>NO. 1178</p> <p>NO. 1179</p> <p>NO. 1180</p> <p>NO. 1181</p> <p>NO. 1182</p> <p>NO. 1183</p> <p>NO. 1184</p> <p>NO. 1185</p> <p>NO. 1186</p> <p>NO. 1187</p> <p>NO. 1188</p> <p>NO. 1189</p> <p>NO. 1190</p> <p>NO. 1191</p> <p>NO. 1192</p> <p>NO. 1193</p> <p>NO. 1194</p> <p>NO. 1195</p> <p>NO. 1196</p> <p>NO. 1197</p> <p>NO. 1198</p> <p>NO. 1199</p> <p>NO. 1200</p>				

FIRST FLOOR PLAN



SECOND FLOOR PLAN



A1.3

NO.	REVISION
1	ISSUED FOR PERMIT
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR RECORD

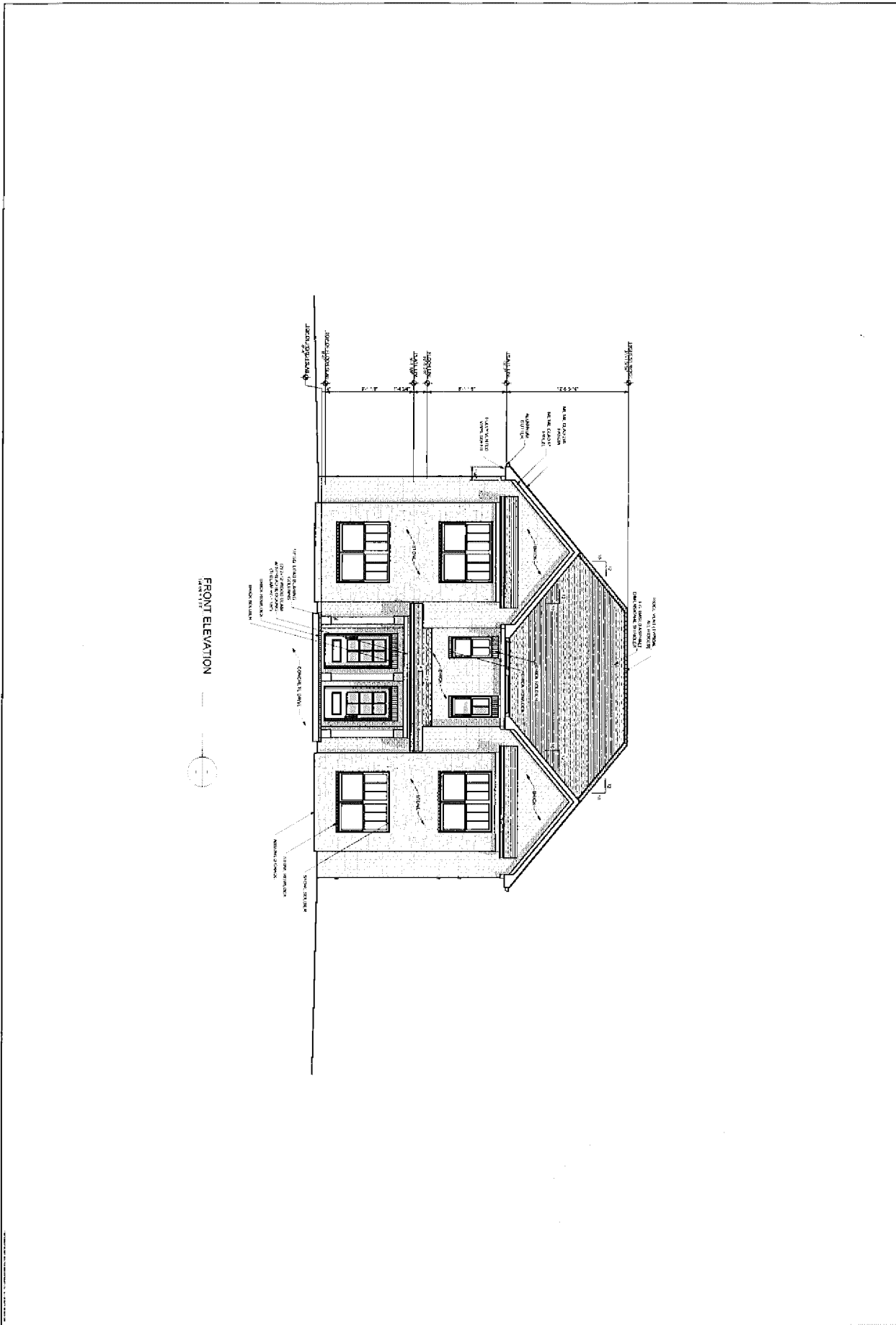


SOUTHLAND
CONSTRUCTION

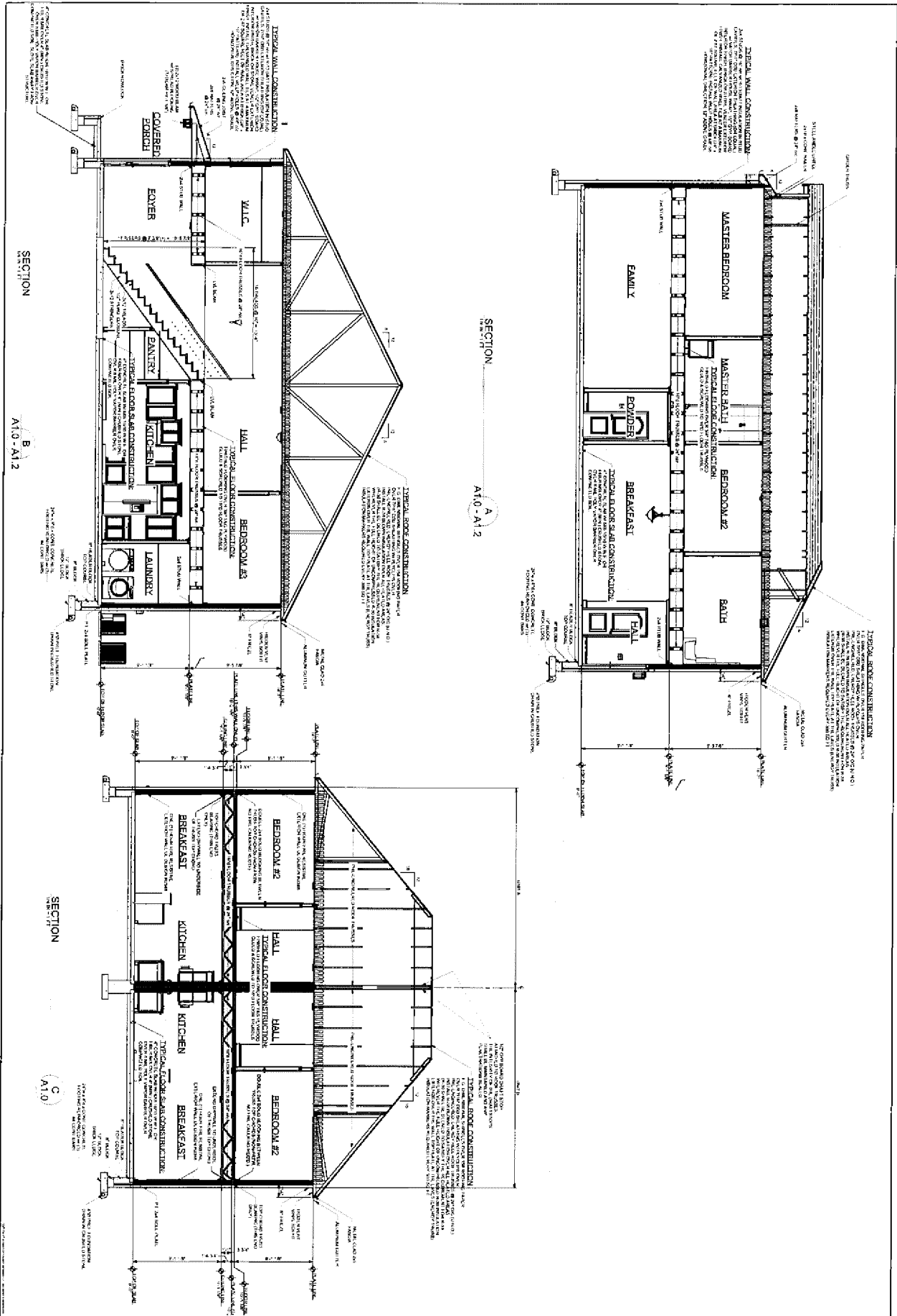


DEANE HILL DUPLEX -
SLAB

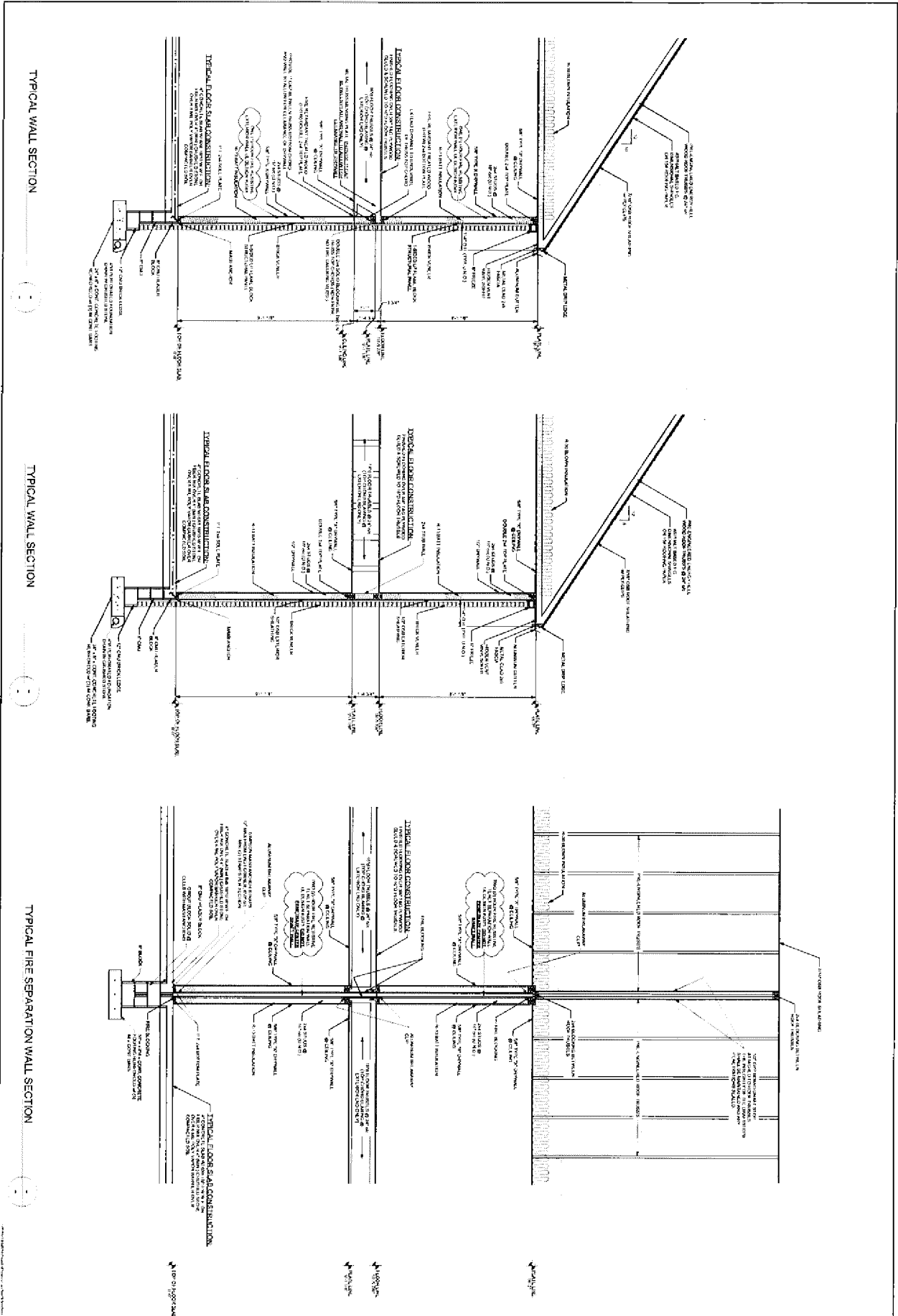
ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.



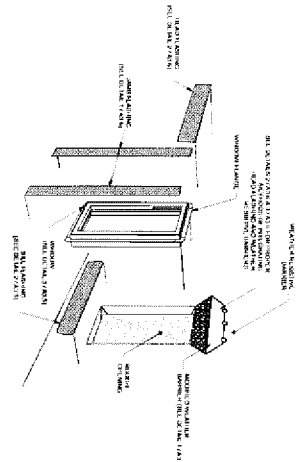
<p>A2.0</p>	<p>DATE: 09/12/2024 TIME: 10:00 AM PROJECT: DEANE HILL DUPLEX - SLAB DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>	<p>WE NEED IT AI BD [Logos: NAHR, HBACH]</p>	<p>SOUTHLAND ARCHITECTURE</p>	<p>Interlock 407 BAY ROAD, MOOREVILLE, TN 37558 - 661-894-7482</p>	<p>DEANE HILL DUPLEX - SLAB</p> <p>THIS DRAWING IS THE PROPERTY OF SOUTH LAND ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SOUTH LAND ARCHITECTURE.</p>
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<p>A3.0</p>	<p>DATE: 09/12/24 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT: DEANE HILL DUPLEX - SLAB</p>	<p>NAHB IBACBC</p>	<p>SOUTHLAND</p>		<p>DEANE HILL DUPLEX - SLAB</p>
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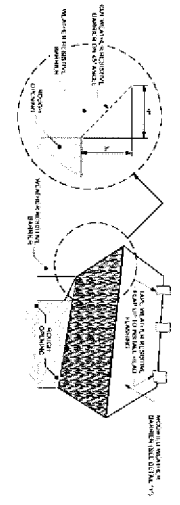


<p>A3.2</p>	<p>DATE: 09/12/2024 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT: DEANE HILL DUPLEX SLAB</p>	<p> SOUTH LAND 4000 S. 100th Ave., Suite 100, Greenwood, CO 80045 (303) 440-1000 </p>	<p> SPIRAL 4000 S. 100th Ave., Suite 100, Greenwood, CO 80045 (303) 440-1000 </p>	<p> DEANE HILL DUPLEX - SLAB THIS DRAWING IS A PART OF THE CONTRACT DOCUMENTS FOR THE DEANE HILL DUPLEX SLAB. IT IS TO BE USED IN CONJUNCTION WITH THE OTHER CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING. </p>
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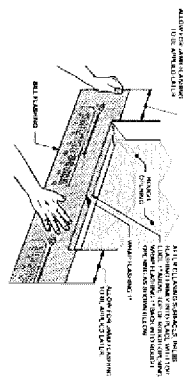
TYPICAL WINDOW FLASHING DETAIL

3
A3.4



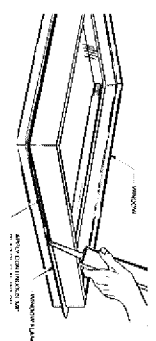
DETAIL

4
A3.4



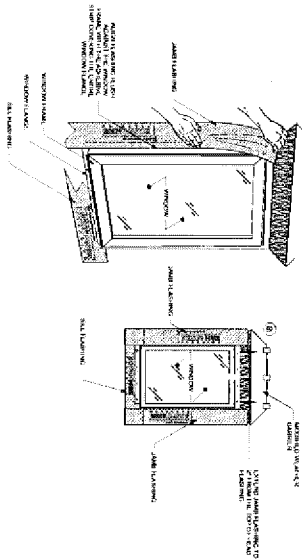
DETAIL

5
A3.4



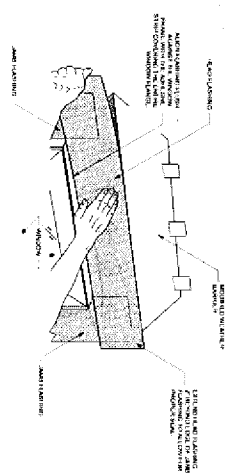
DETAIL

6
A3.4



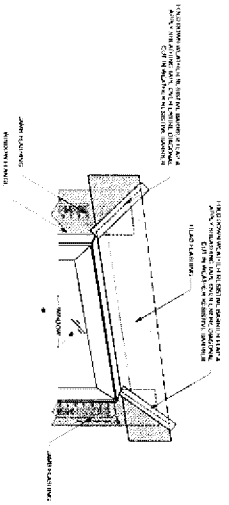
DETAIL

7
A3.4



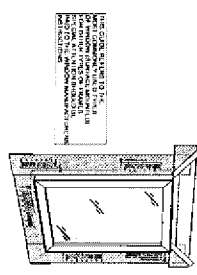
DETAIL

8
A3.4



DETAIL

9
A3.4



OVERVIEW

10
A3.4

NO.	REVISION
1	ISSUED FOR PERMIT
2	REVISED PER COMMENTS
3	REVISED PER COMMENTS
4	REVISED PER COMMENTS
5	REVISED PER COMMENTS
6	REVISED PER COMMENTS
7	REVISED PER COMMENTS
8	REVISED PER COMMENTS
9	REVISED PER COMMENTS
10	REVISED PER COMMENTS



SOUTHLAND
CONSTRUCTION



DEANE HILL DUPLEX - SLAB

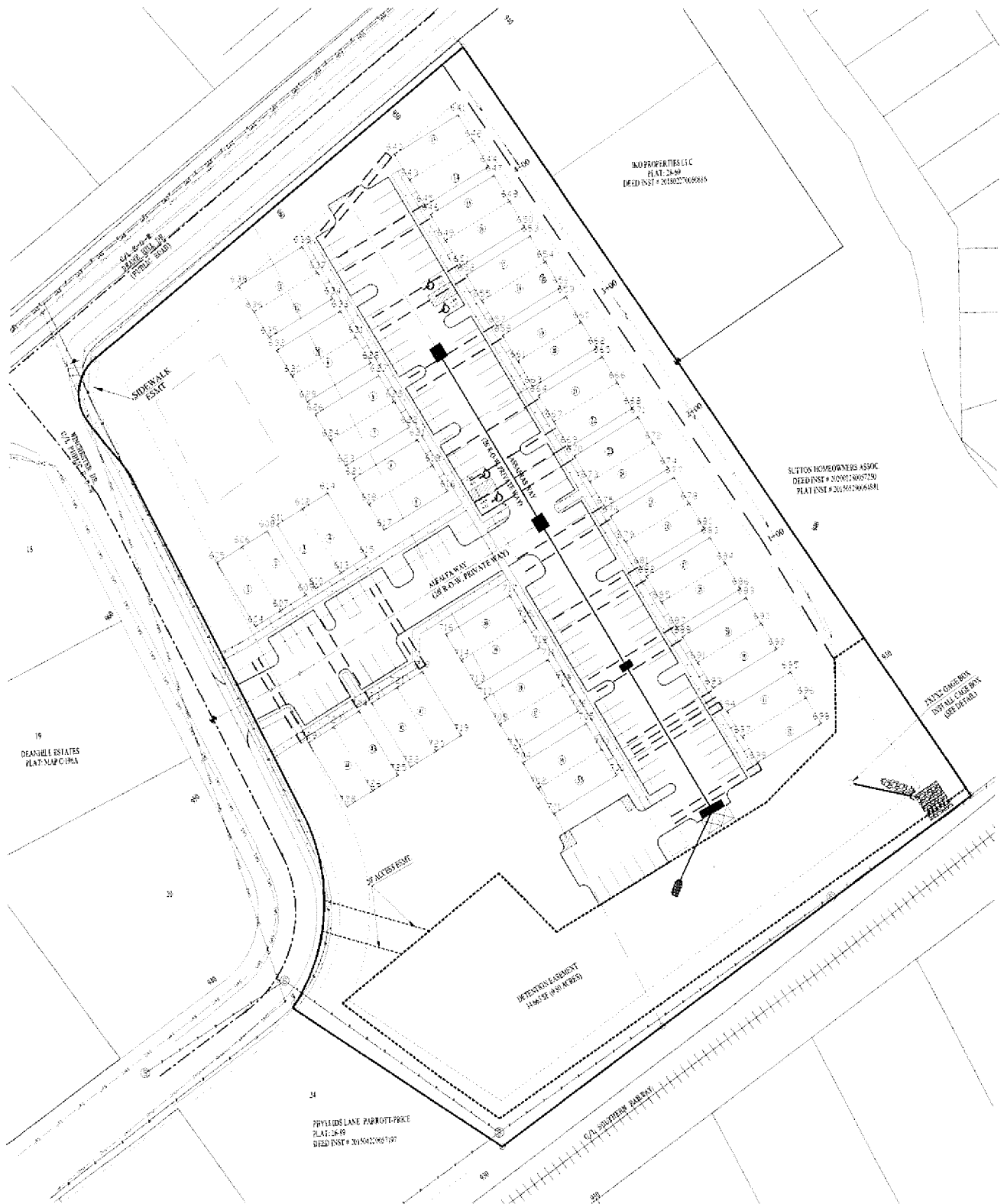
THIS SET OF DRAWINGS IS THE PROPERTY OF SOUTH COAST CONSTRUCTION, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF SOUTH COAST CONSTRUCTION, INC. IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED HEREON. SOUTH COAST CONSTRUCTION, INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS.

A3.3

EXHIBIT D

The Site Plan

[Attached]



SITE PLAN FOR WINCHESTER COMMONS
CLT MAP 120ED PARCELS 1 & 2
47 WARD CITY BLOCK #47639 CITY OF KNOXVILLE
DISTRICT 9, KNOX COUNTY, TENNESSEE

BUILDING UNIT	ADDRESS	FRONT LEFT CORNER				BACK LEFT CORNER				BACK RIGHT CORNER				FRONT RIGHT CORNER			
		REFERENCE POINT	COORDINATES		REFERENCE POINT	COORDINATES		REFERENCE POINT	COORDINATES		REFERENCE POINT	COORDINATES		REFERENCE POINT	COORDINATES		
		NORTHING (Y)	EASTING (X)	NORTHING (Y)	EASTING (X)	NORTHING (Y)	EASTING (X)	NORTHING (Y)	EASTING (X)	NORTHING (Y)	EASTING (X)	NORTHING (Y)	EASTING (X)	NORTHING (Y)	EASTING (X)		
1	515 Alberta Way	604	584313.983	2553760.515	605	584336.38	2553734.01	606	584366.982	2553750.989	607	584324.585	2553777.473	608	584356.187	2553794.432	
		607	584324.585	2553777.473	606	584366.982	2553750.989	609	584336.38	2553734.01	610	584356.187	2553794.432	611	584324.585	2553777.473	
2	509 Alberta Way	610	584336.428	2553801.216	611	584361.825	2553774.711	612	584392.426	2553791.67	613	584350.029	2553828.175	614	584381.028	2553808.629	
		613	584350.029	2553828.175	612	584392.426	2553791.67	615	584361.825	2553774.711	616	584381.028	2553808.629	617	584350.029	2553828.175	
3	507 Alberta Way	616	584404.78	2553889.588	617	584438.647	2553846.918	618	584495.703	2553836.473	619	584421.816	2553919.113	620	584455.389	2553842.555	
		619	584421.816	2553919.113	618	584495.703	2553836.473	621	584438.647	2553846.918	622	584455.389	2553842.555	623	584404.78	2553889.588	
4	7215 Sassafras Way	622	584447.389	2553863.496	623	584471.287	2553820.806	624	584538.343	2553810.361	625	584484.455	2553853.001	626	584464.455	2553826.868	
		625	584484.455	2553853.001	624	584538.343	2553810.361	627	584471.287	2553820.806	628	584464.455	2553826.868	629	584447.389	2553863.496	
5	7209 Sassafras Way	628	584490.039	2553887.334	629	584463.927	2553794.694	630	584506.587	2553768.582	631	584507.095	2553926.889	632	584490.039	2553887.334	
		631	584507.095	2553926.889	630	584506.587	2553768.582	633	584463.927	2553794.694	634	584490.039	2553887.334	635	584490.039	2553887.334	
6	7203 Sassafras Way	634	584532.679	2553911.221	635	584523.623	2553758.137	636	584574.563	2553943.875	637	584532.679	2553943.875	638	584532.679	2553943.875	
		637	584532.679	2553943.875	636	584574.563	2553943.875	639	584523.623	2553758.137	640	584532.679	2553943.875	641	584532.679	2553943.875	
7	7202 Sassafras Way	640	584628.614	2553952.144	641	584654.726	2553894.784	642	584637.67	2553805.228	643	584611.598	2553962.589	644	584628.614	2553952.144	
		643	584611.598	2553962.589	642	584637.67	2553805.228	645	584654.726	2553894.784	646	584628.614	2553952.144	647	584611.598	2553962.589	
8	7206 Sassafras Way	646	584588.533	2553876.689	647	584614.645	2553895.328	648	584597.589	2553829.774	649	584588.533	2553876.689	650	584597.589	2553829.774	
		649	584588.533	2553876.689	648	584597.589	2553829.774	651	584588.533	2553876.689	652	584597.589	2553829.774	653	584588.533	2553876.689	
9	7212 Sassafras Way	652	584548.451	2553901.235	653	584574.563	2553943.875	654	584557.508	2553964.319	655	584548.451	2553901.235	656	584557.508	2553964.319	
		655	584548.451	2553901.235	654	584574.563	2553943.875	657	584557.508	2553964.319	658	584548.451	2553901.235	659	584557.508	2553964.319	
10	7214 Sassafras Way	658	584531.386	2553911.68	659	584557.508	2553964.319	660	584517.426	2553978.865	661	584508.37	2553926.225	662	584531.386	2553911.68	
		661	584508.37	2553926.225	660	584517.426	2553978.865	663	584508.37	2553926.225	664	584531.386	2553911.68	665	584508.37	2553926.225	
11	7224 Sassafras Way	664	584468.288	2553950.326	665	584494.401	2553992.985	666	584477.345	2554003.41	667	584468.288	2553950.326	668	584494.401	2553992.985	
		667	584468.288	2553950.326	666	584477.345	2554003.41	669	584468.288	2553950.326	670	584494.401	2553992.985	671	584468.288	2553950.326	
12	7230 Sassafras Way	670	584428.207	2553974.871	671	584454.319	2554013.855	672	584437.283	2554027.956	673	584428.207	2553974.871	674	584454.319	2554013.855	
		673	584428.207	2553974.871	672	584437.283	2554027.956	675	584428.207	2553974.871	676	584454.319	2554013.855	677	584428.207	2553974.871	
13	7232 Sassafras Way	676	584368.126	2553999.417	677	584414.238	2554042.056	678	584397.182	2554052.501	679	584368.126	2553999.417	680	584397.182	2554052.501	
		679	584368.126	2553999.417	678	584414.238	2554042.056	681	584397.182	2554052.501	682	584368.126	2553999.417	683	584397.182	2554052.501	
14	7242 Sassafras Way	682	584348.044	2554073.982	683	584374.156	2554066.602	684	584357.1	2554077.047	685	584348.044	2554073.982	686	584357.1	2554077.047	
		685	584348.044	2554073.982	684	584374.156	2554066.602	687	584348.044	2554073.982	688	584357.1	2554077.047	689	584348.044	2554073.982	
15	7244 Sassafras Way	688	584330.988	2554084.407	689	584334.075	2554091.147	690	584317.019	2554101.592	691	584330.988	2554084.407	692	584334.075	2554091.147	
		691	584330.988	2554084.407	690	584334.075	2554091.147	693	584317.019	2554101.592	694	584330.988	2554084.407	695	584334.075	2554091.147	
16	7250 Sassafras Way	692	584290.907	2554058.953	693	584317.019	2554101.592	694	584289.983	2554112.037	695	584290.907	2554058.953	696	584317.019	2554101.592	
		695	584290.907	2554058.953	694	584289.983	2554112.037	697	584290.907	2554058.953	698	584317.019	2554101.592	699	584290.907	2554058.953	
17	7254 Sassafras Way	696	584258.501	2554078.788	697	584284.613	2554121.438	698	584267.557	2554131.883	699	584258.501	2554078.788	700	584267.557	2554131.883	
		697	584258.501	2554078.788	696	584267.557	2554131.883	701	584258.501	2554078.788	702	584267.557	2554131.883	703	584258.501	2554078.788	
18	7258 Sassafras Way	700	584215.644	2554089.243	701	584189.532	2553982.096	702	584206.588	2553961.651	703	584215.644	2554089.243	704	584189.532	2553982.096	
		703	584215.644	2554089.243	702	584206.588	2553961.651	705	584215.644	2554089.243	706	584189.532	2553982.096	707	584215.644	2554089.243	
19	7249 Sassafras Way	706	584258.284	2553978.623	707	584232.171	2553935.983	708	584249.227	2553925.539	709	584258.284	2553978.623	710	584232.171	2553935.983	
		709	584258.284	2553978.623	708	584249.227	2553925.539	711	584258.284	2553978.623	712	584232.171	2553935.983	713	584258.284	2553978.623	
20	7243 Sassafras Way	710	584275.34	2553968.178	711	584291.867	2553899.426	712	584291.867	2553899.426	713	584275.34	2553968.178	714	584291.867	2553899.426	
		713	584275.34	2553968.178	712	584291.867	2553899.426	715	584275.34	2553968.178	716	584291.867	2553899.426	717	584275.34	2553968.178	
21	7238 Sassafras Way	715	584300.923	2553982.511	716	584274.811	2553909.871	717	584291.867	2553899.426	718	584300.923	2553982.511	719	584274.811	2553909.871	
		718	584300.923	2553982.511	717	584291.867	2553899.426	720	584274.811	2553909.871	721	584300.923	2553982.511	722	584274.811	2553909.871	
22	7237 Sassafras Way	719	584317.978	2553992.066	720	584241.755	2553886.554	721	584231.153	2553862.595	722	584317.978	2553992.066	723	584241.755	2553886.554	
		722	584317.978	2553992.066	721	584241.755	2553886.554	724	584231.153	2553862.595	725	584317.978	2553992.066	726	584241.755	2553886.554	
23	508 Alberta Way	724	584273.55	2553866.091	725	584251.153	2553862.595	726	584231.153	2553862.595	727	584273.55	2553866.091	728	584251.153	2553862.595	
		727	584273.55	2553866.091	726	584251.153	2553862.595	729	584231.153	2553862.595	730	584273.55	2553866.091	731	584251.153	2553862.595	
24	513 Alberta Way	728	584287.647	2553830.653	729	584215.25	2553857.157	730	584204.649	2553840.196	731	584287.647	2553830.653	732	584215.25	2553857.157	
		731	584287.647	2553830.653	730	584215.25	2553857.157	733	584204.649	2553840.196	734	584287.647	2553830.653	735	584215.25	2553857.157	
25	514 Alberta Way	732	584247.046	2553813.684	733	584204.649	2553840.196	734	584194.047	2553823.24	735	584247.046	2553813.684	736	584204.649	2553840.196	
		735	584247.046	2553813.684	734	584204.649	2553840.196	737	584194.047	2553823.24	738	584247.046	2553813.684	739	584204.649	2553840.196	

EXHIBIT E

The Charter

[Attached]

FILED

Nick McBride
Register of Deeds
Knox County

19
E1585-1187 09/05/2024 2:56 PM Received by Tennessee Secretary of State The Hatfield

CHARTER
OF
WINCHESTER COMMONS HOMEOWNERS ASSOCIATION, INC.

The undersigned, acting as the incorporator under the Tennessee Nonprofit Corporation Act, hereby adopts the following charter for and on behalf of Winchester Commons Homeowners Association, Inc. (the "Corporation"):

1. **Name.** The name of the Corporation is Winchester Commons Homeowners Association, Inc.

2. **Mutual Benefit.** The Corporation is a mutual benefit corporation.

3. **Registered Office and Agent.** The name and address of the registered office of the Corporation is:

Joshua B. Sanderson
244 North Peters Road
Knoxville, Tennessee 37923
Knox County, Tennessee

4. **Incorporator.** The name of the sole incorporator is Joshua Sanderson, whose address is 244 North Peters Road, Knoxville, Knox County, Tennessee 37923.

5. **Principal Office.** The street address of the principal office of the Corporation is:

244 North Peters Road
Knoxville, Tennessee 37923
Knox County, Tennessee
Email: josh@smithbilthomes.com

6. **Not-for-Profit.** The Corporation is not for profit.

7. **Members.** The Corporation will have members, the identity, rights and duties of which shall be determined in accordance with that certain Declaration of Condominium of Winchester Commons (the "Declaration") and the Bylaws of Winchester Commons Homeowners Association, Inc. (the "Bylaws"), each as modified or amended from time to time.

8. **Purpose.** The purpose for which the Corporation is organized is to operate, manage, maintain and administer, subject to the Declaration and Bylaws, the affairs of Winchester Commons, a residential condominium development located in Knox County, Tennessee, for the use and benefit of the owners of units in the subdivision.

9. **Initial Directors.** The initial members of the board of directors of the Corporation are Joshua B. Sanderson, Reed Smith, and Brad Headrick.

10. **Distribution of Assets Upon Dissolution.** In the event the board of directors has recommended and the members have approved the dissolution of the Corporation, the board of directors, after paying or making provisions for payment of all of the liabilities and obligations of the Corporation, shall distribute all of the assets of the Corporation in such manner as the members direct, but in all events in a manner consistent with the terms of the Tennessee Nonprofit Corporation Act and applicable law.

11. **Limitation of Liability.** The liability of any member, director, officer, employee or agent of the Corporation, and their respective successors in interest, shall be eliminated and limited to the fullest extent allowed under the Tennessee Nonprofit Corporation Act, as amended from time to time, or any subsequent law, rule or regulation adopted in lieu thereof.

12. **Indemnification.** The Corporation may indemnify and advance expenses to any member, director, officer, employee or agent of the Corporation, and their respective successors in interest, to the fullest extent allowed by the Tennessee Nonprofit Corporation Act, as amended from time to time, or any subsequent law, rule or regulation adopted in lieu thereof.

13. **Member Quorum or Voting Requirements.** The Corporation's members may adopt or amend a bylaw that fixes a greater quorum or voting requirement for members than is required under the Tennessee Nonprofit Corporation Act.

Dated: September, 2024.



Joshua B. Sanderson, Incorporator

E1506-1188 09/05/2024 2:56 PM Received by Tennessee Secretary of State Tre Harsett



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Winchester Commons Homeowners Association, Inc.
244 NORTH PETERS ROAD
KNOXVILLE TN 37923

September 9, 2024

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	001576295	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	09/06/2024
Filing Date:	09/06/2024 2:56 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2025
Duration Term:	Perpetual	Image # :	B1606-1187
Public/Mutual Benefit:	Mutual		
Business County:	KNOX COUNTY		

Document Receipt

Receipt # 009229271	Filing Fee:	\$100.00
Payment-Check/MO - CAPITAL FILING SERVICE INC. NASHVILLE, TN		\$100.00

Registered Agent Address:
JOSHUA B SANDERSON
244 NORTH PETERS ROAD
KNOXVILLE, TN 37923

Principal Address:
244 NORTH PETERS ROAD
KNOXVILLE, TN 37923

Congratulations on the successful filing of your **Charter for Winchester Commons Homeowners Association, Inc.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Alexandria Tyler

Tennessee Certification of Electronic Document

I, Jerry Lowe, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 09/06/2024 (date of document).

[Signature]
Affiant Signature

09/10/2024

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 10 day of September, 2024.

[Signature]
Notary's Signature

MY COMMISSION EXPIRES: September 7, 2026

NOTARY'S SEAL

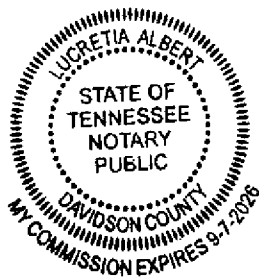


EXHIBIT F

Bylaws

[Attached]

BYLAWS OF
WINCHESTER COMMONS HOMEOWNERS ASSOCIATION, INC.,
A CORPORATION NOT FOR PROFIT

I. GENERAL PURPOSE

Winchester Commons Homeowners Association, Inc. (hereinafter the "Association") has been organized for the purpose of administering the operation and management of Winchester Commons ("Winchester Commons"), a residential condominium development located in Knox County, Tennessee. Winchester Commons is more particularly described in the Declaration of Condominium of Winchester Commons establishing, governing and restricting Winchester Commons (as subsequently amended or modified, the "Declaration"). The terms and provisions of these Bylaws are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Charter of Winchester Commons Homeowners Association, Inc. (the "Charter") and in the Declaration. The terms and provisions of such Charter and Declaration are incorporated herein by reference and shall be controlling wherever the same may be in conflict herewith. For purposes of these Bylaws, initial capitalized terms shall have the meanings set forth in the Declaration unless otherwise stated or the context so requires. As used herein, "Developer" refers to SmithChase, LLC, a Tennessee limited liability company, and its successors and assigns.

II. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner of a Unit in Winchester Commons shall be a mandatory member of the Association (hereinafter referred to as a "Member"). The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit in Winchester Commons which is subject to the Declaration and shall pass automatically to an Owner's successor-in-title or interest to the Unit.

B. Voting Rights. The Association shall have two classes of voting membership:

(i) **THE CLASS A MEMBERS** shall be all Members other than Developer, for as long as Class B Membership exists. Class A Members shall be entitled to one vote for each Unit in Winchester Commons in which such Class A Member holds the interest required for membership in the Association. When more than one person or entity holds such interest or interests in any Unit in Winchester Commons, all such persons or entities shall be deemed Members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to such Unit.

(ii) **THE CLASS B MEMBER** shall be the Developer. The Class B Member shall be entitled to one hundred (100) votes for each Unit in Winchester Commons in which such Class B Member holds the interest required for membership in the Association. Said Class B Membership shall remain in the Developer and its assignees until such time as Developer has relinquished ownership of all Units in Winchester Commons, or until such time as Developer deems it appropriate to terminate Class B Membership, at which time Class B Membership shall cease to exist and there shall thereafter only be Class A Membership.

C. **Change of Membership.** Change of membership shall be accomplished by recording in the Register's Office for Knox County, Tennessee a deed or other instrument establishing record title to a Unit in Winchester Commons, and delivery to the Secretary/Treasurer of the Association of a certified copy of such instrument. The membership of the prior Unit Owner shall be thereby terminated.

D. **Proxies.** Proxy ballots shall be permitted with respect to all elections of Directors, and all amendments to the Charter, the Declaration or these Bylaws, or any other matter which is to come before a meeting of the membership of the Association. All proxies shall be in writing, signed by the individual Unit Owner or Owners or by his or her duly authorized representative(s) and delivered to the Secretary/Treasurer of the Association, or such other person as the President may designate, at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast.

III. MEETINGS OF MEMBERS

A. **Annual Meeting.** The first annual meeting of the Members shall be held on such date as is fixed by the Board, which date shall be sixty (60) days from the end of the Declarant Control Period as provided in the Declaration. Thereafter, an annual meeting of the Members shall be held on such date as selected by the Board which is within thirty (30) days before or after each annual anniversary of the first annual meeting of the Members. If such day be a legal holiday, the meeting shall be held on the next succeeding business day. At the annual meeting of the Members, the Members shall elect directors to the Board and transact such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of the Association shall cause the election to be held at a special meeting of the Members called as soon thereafter as may be convenient.

B. **Special Meetings.** Special meetings of the Members may be called by the Board, the President or by not less than one-fifth (1/5) of the Members. The notice for any special meeting shall specify the matters to be considered at such special meeting.

C. **Place and Time of Meeting.** All regular meetings of the Members shall take place at such time and location as the Board shall designate. The time and place of all special meetings shall be designated by the person or persons calling the special meeting.

D. **Notice of Meetings.** Written or printed notice stating the place, day and hour of any regular or special meeting of the Members shall be delivered personally or by the mail to each Member entitled to vote at such meeting in care of his or her residence not less than ten (10) nor more than thirty (30) days before the date of such meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. The notice of a meeting shall be deemed delivered when personally delivered, or if mailed, when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association.

E. **Quorum.** To establish a quorum at any annual or special meeting there must be present or represented by proxy Owners of Units holding ten percent (10%) of all votes

(determined with reference to total Class A and Class B memberships) entitled to be cast at any meeting of the Members.

F. **Manner of Acting.** Except as set forth below and except as otherwise required by these Bylaws any action to be taken at any meeting of the Members at which a quorum is present shall be upon the affirmative vote of a majority of the votes which may be cast at such meeting.

G. **Organization.** At each meeting of the Association, the President, or, in his or her absence, the Vice-President, or in their absence, Members present in person or represented by proxy and entitled to vote thereat, shall act as a chairperson, and the Secretary/Treasurer, or in his or her absence, a person whom the chairperson shall appoint, shall act as secretary of the meeting.

H. **Order of Business.** The order of business at the annual meeting of the Members or at any special meetings insofar as practicable shall be:

1. Roll call (or check-in procedure)
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Establish number and term of memberships of the Board of Directors (if required and noticed)
5. Reports of Committees
6. Election of directors (if required and noticed)
7. Unfinished Business
8. New Business
9. Ratification of Budget (if required and noticed)
10. Adjournment.

IV. BOARD OF DIRECTORS

A. **Composition.** The affairs of the Association shall be governed by the Board. The initial Board shall be composed of two (2) persons designated by the Developer, as provided in the Charter, who shall serve as the members of the Board until the first meeting of the Members of the Association at which directors are elected pursuant to Section A of Article III. The conditions, limitations and restrictions set forth in Sections A through K, inclusive of this Article IV shall not apply to the initial Board or the members thereof, and said conditions, limitations and restrictions applicable to the initial Board shall be determined by the Developer; provided, however, (i) Section L of this Article IV shall apply to the initial Board; and (ii) this Article IV shall apply fully to directors elected at and after the first meeting of the members of the Association.

After the initial Board, the following shall apply to directors:

1. The directors shall be Owners or spouses of such Owners; provided, however, that no Owner and his or her spouse may serve on the Board at the same time.
2. In the event that an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer

or beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a director.

3. A director may succeed himself in office.
4. At and after the first election of directors, there shall be a total of five (5) directors.

B. Term of Office. The directors shall be elected as provided in Section F of this Article IV. At each annual meeting following the first annual meeting, the number of directors equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office for a term of three years. Except in case of death, resignation, retirement, disqualification or removal, each director shall serve until his or her successor shall have been elected and qualified.

C. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

D. Vacancies. Vacancies in the Board caused by any reason, but excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board for the remainder of the term of the director being replaced. Said director shall serve until a successor shall be elected at the annual meeting of the Association to fill the unexpired portion of the term.

E. Nomination. Nomination for election to the Board may be made by a nominating committee which shall consist of three (3) members of the Association appointed by the President of the Association (who may but need not be members of the Board) to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals. The nominations shall be made at least twenty-one (21) days prior to the annual meeting and a brief statement about the qualifications of each individual nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting. Failure to comply with the provision hereof shall in no way invalidate the election of directors so nominated.

F. Elections. The first election of directors shall occur at the first annual meeting of the members of the Association pursuant to Section A of Article III. Until such time, the members of the Board shall be the initial Board appointed by the Developer. At the first annual meeting of the members of the Association, the Owners shall be entitled to vote for three classes of directors to fill initial terms lasting for one (1), two (2) or three (3) years. Each class of director shall be as nearly equal in number as possible. The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. At each annual meeting after the first annual meeting, the number of directors equal to the number of the class whose term expires at the time of such meeting shall be elected to hold office for subsequent terms of three years.

G. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six months. The Board shall meet within ten (10) days after each annual meeting of members.

H. Special Meetings. Special meetings of the Board may be called by the President of the Association on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary/Treasurer of the Association in like manner and on like notice on the written request of at least two (2) directors or as specified in this Article IV, Section L.11.

I. Quorum. A quorum of directors shall be deemed present throughout any Board meeting at which a majority of the directors are present at the beginning of such meeting.

J. Conduct of Meetings. The President of the Association shall also preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with these Bylaws or the Declaration.

K. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.

L. Powers and Duties. The Board shall exercise for the Association all powers, duties and authority vested therein by these Bylaws or the Declaration, except for such powers, duties and authority specifically reserved herein to the Members of the Association or the Developer. The Board shall have the following powers and duties:

1. to elect the officers of the Association as hereinafter provided;
2. to administer the affairs of the Association;
3. to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to perform the Association's obligations as to Winchester Commons, including a Managing Agent which is affiliated with one or more directors, or the Developer, or both;
4. to have access to each Unit (excluding buildings) from time to time as may be necessary for the Association's obligations as to Winchester Commons;
5. to obtain adequate and appropriate kinds of insurance;
6. to engage or contract for the services of others, and to make purchases, and to delegate any such powers to a Managing Agent (and any employee or agents of a Managing Agent);
7. to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
8. to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

9. to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the Members the annual and special assessments;
10. to cause to be kept a complete record of all its acts and corporate affairs, to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote and to file Federal and State tax returns as required by law;
11. to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a deed of trust foreclosure, a foreclosure of the lien for annual assessments, special assessments or both, or any order or direction of a court, or at any other involuntary sale, upon the affirmative vote of not less than 75% of the votes of Members at a meeting duly called for that purpose, provided that the Members shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit or interest therein;
12. to make such mortgage loan arrangements and special assessments proportionately among the respective Members, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase of a Unit, or interest therein, by the Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in Winchester Commons other than the Unit, or interest therein, to be purchased or leased;
13. to enforce by legal means the provisions of these Bylaws and the Declaration with respect to Winchester Commons;
14. to renew, extend or compromise indebtedness owed to or by the Association;
15. unless otherwise provided herein, to comply with the instructions or a majority of the Members as expressed in a resolution duly adopted at any annual or special meeting of the Association;
16. the Association shall (i) have all powers permitted to be exercised by a nonprofit corporation and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these Bylaws;
17. to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
18. to supervise all officers, agents and employees of the Association, and see that their duties are properly performed;
19. to employ attorneys to represent the Association when deemed necessary;
20. to suspend the voting rights of a Member during any period in which such Member shall be in default under the provisions of the Declaration or these

Bylaws in the payment of any assessment, dues or charges levied by the Association. Such rights may also be suspended after sixty (60) days for infraction of published rules and regulations; and

21. to declare the office of a director of the Board to be vacant in the event such director shall be absent from (3) consecutive regular meetings of the Board.

M. **Nondelegation.** Nothing in this Article or elsewhere in the Declaration or in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, pursuant to the Declaration or by law, have been specifically delegated to or reserved for the Owners.

V. OFFICERS

A. **Designation.** The executive officers of the Association shall be a President and a Secretary/Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may also appoint such other officers as in its judgment may be necessary to manage the affairs of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary/Treasurer.

B. **Election of Officers.** Until the first election of directors, the officers of the Association shall be as designated by the initial board. Thereafter, the officers of the Association shall be elected annually by the Board of Directors at the Board of Directors meeting following the first and each annual meeting of the Members. Such officers shall hold office at the pleasure of the Board of Directors.

C. **Removal of Officers.** Upon any affirmative vote of a majority of the full number of directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes.

D. **Duties and Responsibilities of Officers.**

1. The President shall be the chief executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the Association and the Board of Directors. He or she shall have all the powers and duties which are usually vested in the office of the President of an association including but not limited to the power to appoint committees from among the Members from time to time, as he or she may in his or her discretion determine appropriate, to assist in the conduct of the affairs of the Association. He or she may sign, with the Secretary/Treasurer or any other officer of the Association authorized by the Board, any deeds, mortgages, contracts or other instruments which the Board has authorized to be executed.

2. The Secretary/Treasurer shall keep the minutes of all proceedings of the Board of Directors and the Members. He or she shall attend to the giving and serving of all notices to the Members and directors, and such other notices required by law. He or she shall keep the books and records of the Association and shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the

Assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all other duties incident to the office of Secretary/Treasurer and as may be required by the Board or the President of the Association.

VI. COMMITTEES

The Board may form committees as it deems necessary, in its sole discretion, except as provided below.

VII. COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS

A. Compensation. No compensation shall be paid to the President or the Vice-President or any director or committee member for acting as such officer or director. The Secretary/Treasurer may be compensated for his or her services if the Board of Directors determines that such compensation is appropriate. Nothing herein stated shall prevent any officer, director, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association; provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board of Directors.

B. Indemnification. Each director, officer or committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director, committee member or agent of the Association, and in connection with any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein he or she is adjudged guilty of willful misfeasance or gross negligence in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or committee member may be entitled.

C. Exculpation. Unless acting in bad faith, neither the Board of Directors as a body nor any director, officer, committee member or agent of the Association, shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his or her office. Each Member shall be bound by the good faith actions of Board of Directors, officers, committee members or agents of the Association, in the execution of the duties of said directors, officers, committee members or agents.

VIII. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

A. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or

execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

B. Checks, Drafts. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Secretary/Treasurer and countersigned by the President of the Association.

C. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

IX. BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the meetings of the Owners, Board and committees having any of the authority of the Board, and the Secretary/Treasurer of the Association shall keep a record giving the names and addresses of the Owners entitled to vote. All books and records of the Association may be inspected by any Owner, or his agent or attorney for any proper purposes at any reasonable time.

X. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

XI. SEAL

The Association shall not have a seal.

XII. FISCAL MANAGEMENT

A. Depository. The depository of the Association shall be such bank or banks and/or federal savings and loan associations as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be by such persons as are authorized by the Board of Directors.

B. Tax Returns, etc. The annual federal income tax return of the Association (plus such other federal, state or local tax returns or filing which the Association is required to file or submit) shall be prepared by a certified public accountant selected and designated by the Board of Directors. In addition, the Board of Directors by resolution may require for each or any year a compilation, review or audit of the books, records, and accounts of the Association to be performed by a certified public accountant. The cost of the compilation, review or audit, as the case may be, shall be deemed a common expense. If such compilation, review or audit shall be conducted, a

copy of any report(s) generated as a result thereof shall be provided to each Member not later than ninety (90) days following the end of the year for which the report(s) is made.

C. Examination of Books and Records. The Board of Directors shall keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting Winchester Commons and its administration. Such book, the vouchers accrediting the entries made thereon, copies of the Declaration, these Bylaws and other books, records and financial statements of the Association shall be maintained at the principal office of the Association and shall be available for inspection by Members during normal business hours or under any other reasonable circumstances.

D. Management Contracts. The Association may enter into professional management contracts or other agreements; provided, however, that each such contract or other agreement shall contain a right of termination with or without cause that the Association can exercise at any time; such right to be exercised without penalty on advance notice of more than ninety (90) days.

E. Fidelity Bonds. The Association shall maintain blanket fidelity bonds for all persons who either handle or are responsible for funds held or administered by the Association, whether or not they receive compensation for such services. Any Managing Agent that handles funds for the Association shall also be covered by a fidelity bond.

F. Interest and Attorneys' Fees. The Board of Directors shall have the option, in connection with the collection of any charge or assessment from a Unit Owner, to impose a late fee, or an interest charge at a rate of eighteen percent (18%) per annum or the highest legal rate then chargeable, whichever is less, from the date the charge or Assessment was due until paid. In the event attorneys' fees are incurred by the Board of Directors in the collection of such charges, the Unit Owner shall be responsible for payment of all reasonable attorneys' fees, in addition to such costs allowable by law.

XIII. OBLIGATIONS AND RESTRICTIONS OF UNIT OWNERS

A. Restrictions. All Units and Owners in Winchester Commons shall be subject to the covenants and restrictions contained in the Declaration.

B. Rules of Conduct. In order to assure the peaceful and orderly use and enjoyment of the Units in Winchester Commons, the Association may, from time to time, adopt, modify and revoke in whole or in part, by a majority vote of the Members present in person or represented by proxy at any annual meeting or special meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct and to be consistent with the Declaration and these Bylaws, governing the conduct of persons in Winchester Commons as deemed necessary by the Association. Such Rules of Conduct, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Owner, and shall be binding upon all Unit Owners and occupants of Units in the subdivision development.

XIV. INSURANCE

The Board, or its duly authorized agent, shall obtain such insurance policies upon Winchester Commons as the Board deems necessary or desirable in its sole discretion or as required by law or the Declaration.

XV. ENFORCEMENT

A. Enforcement. The Board shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: lawful self-help; sending notice to the offending party to cause certain things to be done or undone, restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

B. Waiver. No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

XVI. AMENDMENTS

Until the date of the first annual meeting of the Members as provided in Article III, Section A, these Bylaws may be altered and/or amended only by the Developer. From and after the date of the first annual meeting of the Members, these Bylaws may be altered, amended or repealed and new bylaws may be adopted by the affirmative vote of 75% of all votes entitled to be cast at a regular meeting or at any special meeting called for such purpose, and only upon the consent and written approval of the Developer, for so long as the Developer shall be the Owner of any Unit. An amendment or addition to these Bylaws when adopted shall become effective only after being recorded in the Register's Office for Knox County, Tennessee, as an amendment to the Declaration. These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration.

XVII. INVALIDITY

The invalidity of any part of these Bylaws shall not impair or affect in any manner the enforceability or affect the remaining provisions of the Bylaws.

The foregoing were adopted as Bylaws of Winchester Commons Homeowners Association, Inc., a corporation not for profit organized under the laws of the State of Tennessee, by the Initial Directors as of the 4 day of September, 2024.



Joshua Sanderson, Initial Director



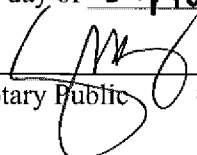
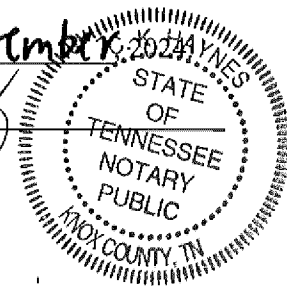
Reed Smith, Initial Director



Brad Headrick, Initial Director

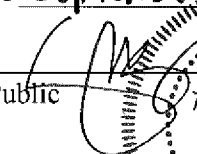
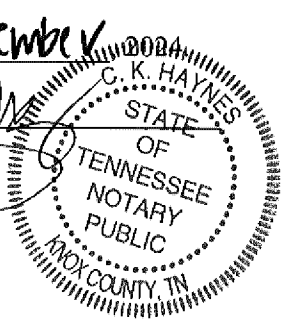
STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

Before me, CK Haynes, a Notary Public of the state and county aforesaid, personally appeared Joshua Sanderson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an Initial Director of Winchester Commons Homeowners Association, Inc., a Tennessee nonprofit corporation, and that he as such Initial Director executed the foregoing instrument for the purpose therein contained, by signing the name of the nonprofit corporation by himself as such Initial Director.

WITNESS my hand and official seal this 4 day of September, 2024
My Commission Expires: 8/2/25
Notary Public 


STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

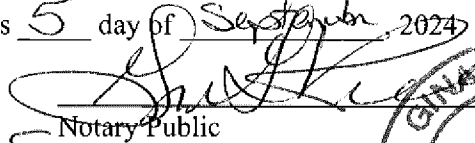
Before me, CK Haynes, a Notary Public of the state and county aforesaid, personally appeared Reed Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an Initial Director of Winchester Commons Homeowners Association, Inc., a Tennessee nonprofit corporation, and that he as such Initial Director executed the foregoing instrument for the purpose therein contained, by signing the name of the nonprofit corporation by himself as such Initial Director.

WITNESS my hand and official seal this 4 day of September, 2024
My Commission Expires: 8/2/25
Notary Public 


STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

Before me, Gina Kidwell, a Notary Public of the state and county aforesaid, personally appeared Brad Headrick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an Initial Director of Winchester Commons Homeowners Association, Inc., a Tennessee nonprofit corporation, and that he as such Initial Director executed the foregoing instrument for the purpose therein contained, by signing the name of the nonprofit corporation by himself as such Initial Director.

WITNESS my hand and official seal this 5 day of September, 2024


Notary Public

My Commission Expires: 2/2/25

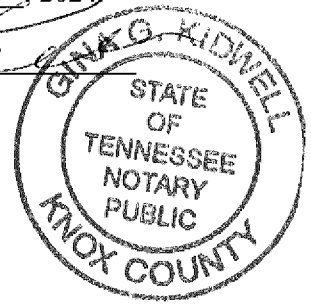


EXHIBIT G**Table of Allocated Interests**

<u>Unit**</u>	<u>Share of Common Elements and Common Expenses</u>	<u>Vote in the Affairs of the Association</u>	<u>Floor Area</u>
1	2.381%	2.381%	1,868
2	2.381%	2.381%	1,868
3	2.381%	2.381%	1,868
4	2.381%	2.381%	1,868
5	2.381%	2.381%	1,868
6	2.381%	2.381%	1,868
7	2.381%	2.381%	1,868
8	2.381%	2.381%	1,868
9	2.381%	2.381%	1,868
10	2.381%	2.381%	1,868
11	2.381%	2.381%	1,868
12	2.381%	2.381%	1,868
13	2.381%	2.381%	1,868
14	2.381%	2.381%	1,868
15	2.381%	2.381%	1,868
16	2.381%	2.381%	1,868
17	2.381%	2.381%	1,868
18	2.381%	2.381%	1,868
19	2.381%	2.381%	1,868

20	2.381%	2.381%	1,868
21	2.381%	2.381%	1,868
22	2.381%	2.381%	1,868
23	2.381%	2.381%	1,868
24	2.381%	2.381%	1,868
25	2.381%	2.381%	1,868
26	2.381%	2.381%	1,868
27	2.381%	2.381%	1,868
28	2.381%	2.381%	1,868
29	2.381%	2.381%	1,868
30	2.381%	2.381%	1,868
31	2.381%	2.381%	1,868
32	2.381%	2.381%	1,868
35	2.381%	2.381%	1,868
36	2.381%	2.381%	1,868
37	2.381%	2.381%	1,868
38	2.381%	2.381%	1,868
39	2.381%	2.381%	1,868
40	2.381%	2.381%	1,868
41	2.381%	2.381%	1,868
42	2.381%	2.381%	1,868
43	2.381%	2.381%	1,868
44	2.381%	2.381%	1,868

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* Subject to control rights of Declarant during the Declarant Control Period.

** Units 33 and 34 intentionally omitted.

EXHIBIT H**Addresses of Units**

Unit	Address
1	515 Alfalfa Way
2	513 Alfalfa Way
3	509 Alfalfa Way
4	507 Alfalfa Way
5	7221 Sassafras Way
6	7219 Sassafras Way
7	7215 Sassafras Way
8	7213 Sassafras Way
9	7209 Sassafras Way
10	7207 Sassafras Way
11	7203 Sassafras Way
12	7201 Sassafras Way
13	7200 Sassafras Way
14	7202 Sassafras Way
15	7206 Sassafras Way
16	7208 Sassafras Way
17	7212 Sassafras Way
18	7214 Sassafras Way
19	7218 Sassafras Way
20	7220 Sassafras Way
21	7224 Sassafras Way
22	7226 Sassafras Way
23	7230 Sassafras Way
24	7232 Sassafras Way
25	7236 Sassafras Way
26	7238 Sassafras Way
27	7242 Sassafras Way
28	7244 Sassafras Way
29	7248 Sassafras Way
30	7250 Sassafras Way
31	7254 Sassafras Way
32	7256 Sassafras Way
35	7251 Sassafras Way
36	7249 Sassafras Way

37	7245 Sassafras Way
38	7243 Sassafras Way
39	7239 Sassafras Way
40	7237 Sassafras Way
41	506 Alfalfa Way
42	508 Alfalfa Way
43	512 Alfalfa Way
44	514 Alfalfa Way

All addresses are Knoxville, Tennessee 37919

TENNESSEE CERTIFICATION OF ELECTRONIC DOCUMENT

I, Steffanie M. Speck, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and exact copy of the original document executed and authenticated according to law on September 12, 2024 (date of document).

Steffanie M. Speck
Steffanie M. Speck, Attorney

September 12, 2024
Date

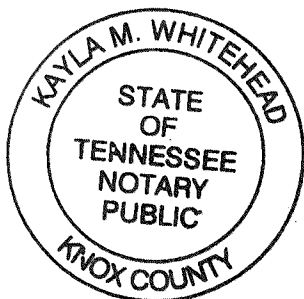
STATE OF TENNESSEE)
COUNTY OF KNOX)

Sworn to and subscribed before me this 12th day of September, 2024.

Kayla M. Whitehead
Notary Public

MY COMMISSION EXPIRES: 2/28/27

NOTARY'S SEAL



This Instrument Prepared By:
Brock Shipe Klenk PLC
265 Brookview Centre Way, Suite 604
Knoxville, Tennessee 37919

Nick McBride
Register of Deeds
Knox County

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR WINCHESTER COMMONS, A
CONDOMINIUM**

This First Amendment to Declaration of Condominium for Winchester Commons, a Condominium (this "*Amendment*") is executed and entered into this 24 day of October, 2024, by SMITHCHASE, LLC (hereinafter referred to as "*Declarant*");

WITNESSETH:

WHEREAS, Declarant has developed the Winchester Commons Condominium in accordance with the "Declaration of Condominium for Winchester Commons, a Condominium" recorded as Instrument No. 202409120014671 in the Register's Office for Knox County, Tennessee on September 12, 2024 (as amended, the "*Declaration*");

WHEREAS, pursuant to Section 14.4 of the Declaration, Declarant has the right to amend the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to clarify the insurance the Condominium Association is required to carry.

NOW, THEREFORE, pursuant to Section 14.4 of the Declaration, the Declarant makes the following amendments:

1. All capitalized terms used herein which are not specifically defined herein shall have the meaning set forth in the Declaration.

2. Section 12.8 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 12.8 Unit Owner Insurance Policies; Damage or Destruction.

Each Unit Owner shall obtain fire and extended casualty insurance coverage at its own expense upon such Unit Owner's Unit and its own personal property located within its Unit with limits no less than one hundred percent (100%) of the total replacement cost of the insured property at the time the insurance is purchased and at each renewal date, and for its personal liability.

3. The following is hereby added as Section 12.9 of the Declaration:

Section 12.9 Master Property Policy.

Notwithstanding anything to the contrary in this Declaration, the Condominium Association is not obligated to obtain a "master property policy" and is only obligated to obtain and maintain the insurance required by the Act and this Declaration.

4. Except as specifically amended and/or supplemented hereby, the Declaration shall remain in full force and effect, subject to the rights of the Declarant to further amend or modify the same to the extent permitted and provided in the Declaration.

5. From and after the date of this Amendment, all references to the "Declaration" shall refer to the Declaration, this Amendment, and any future supplements, amendments, modifications or revisions made and recorded in the Knox County Register's Office.

[Remainder of page intentionally left blank; signatures on following page.]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date first above written.

SMITHCHASE, LLC, a Tennessee limited liability company

By: [Signature]
Rufus H. Smith, III, President

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, the undersigned notary public, of the state and county aforementioned, personally appeared RUFUS H. SMITH, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of SMITHCHASE, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as President, being authorized so to do.

WITNESS my hand and seal this 24 day of October, 2024.

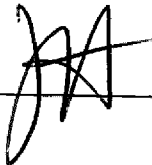
[Signature]
Notary Public

My Commission Expires: NOV. 30, 27



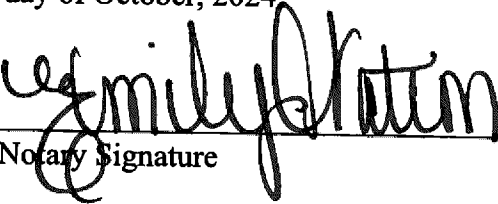
True Copy Certification

I, Jennifer Helton, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on this 24th day of October, 2024.

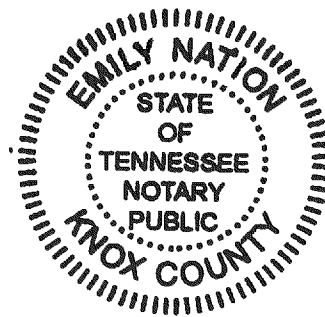
Affiant Signature 
Date: 10/24/2024

State of Tennessee
County of KNOX

Sworn to and subscribed before me this 24th day of October, 2024

Notary Signature 

My Commission Expires: NOV. 30, 27



This Instrument Prepared By:
Brock Shipe Klenk PLC
265 Brookview Centre Way, Suite 604
Knoxville, Tennessee 37919

**SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR WINCHESTER COMMONS, A
CONDOMINIUM**

This Second Amendment to Declaration of Condominium for Winchester Commons, a Condominium (this "*Amendment*") is executed and entered into this **29** day of October, 2024, by SMITHCHASE, LLC (hereinafter referred to as "*Declarant*");

Nick McBride
Register of Deeds
Knox County

WITNESSETH:

WHEREAS, Declarant has developed the Winchester Commons Condominium in accordance with the "Declaration of Condominium for Winchester Commons, a Condominium" recorded as Instrument No. 202409120014671 in the Register's Office for Knox County, Tennessee on September 12, 2024, as amended by that certain First Amendment to the Declaration of Condominium for Winchester Commons, a Condominium, recorded as Instrument No. 202410290023191 on October 29, 2024 (as amended, the "*Declaration*");

WHEREAS, pursuant to Section 14.4 of the Declaration, Declarant has the right to amend the Declaration; and

WHEREAS, the Declarant desires to amend the Declaration to clarify the insurance the Condominium Association is required to carry.

NOW, THEREFORE, pursuant to Section 14.4 of the Declaration, the Declarant makes the following amendments:

1. All capitalized terms used herein which are not specifically defined herein shall have the meaning set forth in the Declaration.

2. Section 1.2 of the Declaration is hereby amended by deleting the definition of "Common Elements" and replacing it with the following:

"Common Elements" shall include the following portions of the Property:

(A) all improvements, other than the Units; and in general any and all related facilities, apparatus and installations existing for the use of Owners, except for those improvements that are designated by this Declaration and/or on the Plat as Units or Limited Common Elements;

(B) any parcels of real property and improvements and fixtures located thereon (i) that are owned by a person other than the Condominium Association or the Owners, but in which the Condominium Association has rights of use or possession pursuant to this Declaration or a lease, license, easement or other agreement, (ii) that are used or possessed by the Association for the benefit of the Owners; and

(C) all of the Land, excluding the Units, all water and sewer systems; sprinkler

systems; lighting installed by Declarant; all walkways, the joint permanent easement, entry landscaping, which includes, without limitation, grass, shrubbery, trees, gardens and planters located at or adjacent to the entry; and the parking areas, driveways and roadways located on and within the Property.

3. The chart included in Section 2.4 is hereby deleted in its entirety and replaced with the following:

Phase	BUILDING	UNIT	ADDRESS
19	1	1	515 Alfalfa Way
		2	513 Alfalfa Way
18	2	3	509 Alfalfa Way
		4	507 Alfalfa Way
4	3	5	7221 Sassafras Way
		6	7219 Sassafras Way
3	4	7	7215 Sassafras Way
		8	7213 Sassafras Way
2	5	9	7209 Sassafras Way
		10	7207 Sassafras Way
1	6	11	7203 Sassafras Way
		12	7201 Sassafras Way
5	7	13	7200 Sassafras Way
		14	7202 Sassafras Way
6	8	15	7206 Sassafras Way
		16	7208 Sassafras Way
7	9	17	7212 Sassafras Way
		18	7214 Sassafras Way
8	10	19	7218 Sassafras Way
		20	7220 Sassafras Way
9	11	21	7224 Sassafras Way
		22	7226 Sassafras Way
10	12	23	7230 Sassafras Way
		24	7232 Sassafras Way
11	13	25	7236 Sassafras Way
		26	7238 Sassafras Way
12	14	27	7242 Sassafras Way
		28	7244 Sassafras Way
13	15	29	7248 Sassafras Way
		30	7250 Sassafras Way

14	16	31	7254 Sassafras Way
		32	7256 Sassafras Way
15	18	35	7251 Sassafras Way
		36	7249 Sassafras Way
16	19	37	7245 Sassafras Way
		38	7243 Sassafras Way
17	20	39	7239 Sassafras Way
		40	7237 Sassafras Way
20	21	41	506 Alfalfa Way
		42	508 Alfalfa Way
21	22	43	512 Alfalfa Way
		44	514 Alfalfa Way

4. Section 4.2 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 4.2 Unit Boundaries. The boundaries of each Unit are located as shown on the Plat and Plans and are more particularly described as follows:

(a) The horizontal boundaries of each Unit are planes within the metes and bounds depicted on the Plat with respect to that Unit. The lower horizontal boundary of a Unit is a plane at the elevation shown for such boundary on the Plat. The upper horizontal boundary is a plane at the elevation shown for such boundary on the Plat. When the building is constructed, the upper boundary of a Unit shall include the imaginary plane(s) along and coincident to the exterior upper surface(s) of the roof of the Unit, while the lower boundary of a Unit shall include imaginary horizontal plane(s) along and coincident to the lowest point(s) of the exterior foundation of the Unit.

(b) The vertical boundaries of each Unit are the imaginary vertical planes along and coincident with the exterior surfaces of perimeter walls, exterior doors, or windows, extended from the Unit's lower horizontal boundary to intersection with its upper horizontal boundary.

(c) Except as set forth in Sections 4.2(a) and (b) above, no portion of any interior walls or any other interior walls within the boundaries of the Unit set forth in this section, and as depicted on Exhibit B, shall be deemed a boundary of the Unit. Any wall separating the Unit from any other Unit shall not be deemed an interior wall, but shall be considered a perimeter boundary in accordance with Section 4.2(b). If any chutes, flues, ducts, conduits, wires, plumbing or other structure or apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit.

5. Section 5.1(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

(b) The following portions of the Condominium, in addition to the portions described in Sections 66-27-302(2) and 66-27-302(4) of the Act, are designated as Limited Common Elements:

(1) Any item described or depicted on the Plat or Plans as a Limited Common Element of a Unit shall be a Limited Common Element of that Unit.

(2) Any part of the Condominium serving more than one Unit shall be a Common Element, and such part shall be a Limited Common Element if it serves more than one, but less than all, of the Units.

6. Section 6.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 6.1 General Rule. Except as otherwise provided herein or in the Act, the maintenance, repair, and replacement of the Common Elements and Association Property shall be the responsibility of the Condominium Association and shall be a Common Expense. Any incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association. Except as otherwise provided herein or in the Act, each Owner is responsible for the maintenance and repair of that Owner's Unit(s). If any Owner shall fail to promptly maintain that Owner's Unit, following written notice of such failure from the Condominium Association to the Unit Owner and a period of thirty (30) days in which to cure such failure, the Condominium Association may (but need not) perform such work, and the cost thereof shall be a Common Expense that shall be assessed specifically against the Owner of such Unit. For avoidance of doubt, the Owner of a Unit shall be responsible for the maintenance and repair of the exterior of the Owner's Unit.

7. Section 6.5(a) of the Declaration is hereby deleted in its entirety and replaced with the following:

(a) Each Owner shall perform all maintenance, repairs and replacements of, in or to its, his or her Unit, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, without limitation, maintenance, repair and replacement of nonstructural walls, the entrance door and all other doors within or affording access to the Unit, and the electrical wiring from the circuit breaker servicing the Unit to the outlets and switches, plumbing from the stub-out to and including all toilets, sinks, faucets, fixtures, and connections, heating and air-conditioning equipment located within the Unit or located as an appurtenance to the Unit or the Condominium, fixtures and outlets, appliances, carpets and other floor coverings, all interior and exterior surfaces and the entire interior of the Unit, of all personal property and fixtures located within the Unit, the exterior of the Unit, including the roof of the Unit, and of any other property belonging to the Owner. All of the foregoing will be performed by the Owner at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary in this Declaration

8. Except as specifically amended and/or supplemented hereby, the Declaration shall remain in full force and effect, subject to the rights of the Declarant to further amend or modify the same to the extent permitted and provided in the Declaration.

9. From and after the date of this Amendment, all references to the “Declaration” shall refer to the Declaration, this Amendment, and any future supplements, amendments, modifications or revisions made and recorded in the Knox County Register’s Office.

[Remainder of page intentionally left blank; signatures on following page.]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date first above written.

SMITHCHASE, LLC, a Tennessee limited liability company

By: [Signature]
Rufus H. Smith, III, President

STATE OF TENNESSEE

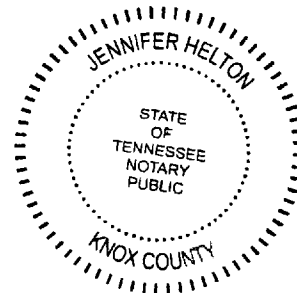
COUNTY OF KNOX

Before me, the undersigned notary public, of the state and county aforementioned, personally appeared RUFUS H. SMITH, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of SMITHCHASE, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as President, being authorized so to do.

WITNESS my hand and seal this 29 day of October, 2024.


[Signature]
Notary Public

My Commission Expires: 8/4/27



True Copy Certification

I, Jennifer Helton, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on this 29th day of October, 2024.



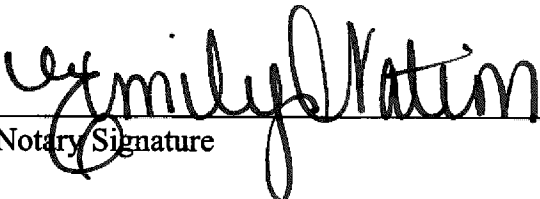
Affiant Signature

Date: 10/29/2024

State of Tennessee

County of KNOX

Sworn to and subscribed before me this 29th day of October, 2024.



Notary Signature

My Commission Expires: NOV. 30, 27

