

**THIS INSTRUMENT PREPARED BY:
Moore Stout Waddell & Ledford, P. C.
238 Broad Street, P.O. Box 1345
Kingsport, Tennessee 37662**

**DECLARATION OF THE
TRI CITIES GOLF VILLAS CONDOMINIUM
62-1694091**

THIS MASTER DEED, made and entered into this 18th day of October, 1995, by D&G ENTERPRISES, L.L.C., hereinafter referred to as "Sponsor", for the purpose of establishing a condominium project.

1. Submission of the Property. The Sponsor expressly declares their desire and intent to submit the Land (as hereinafter described), together with all improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal, or mixed, intended for use in connection therewith (collectively called the "Property") to the provisions of the "Horizontal Property Act", T. C. A. §66-27-101, et seq. (the "Act") and pursuant thereto, does hereby establish a condominium project to be known as Tri Cities Golf Villas Condominium

2. The Property. Included in the Property submitted to the Act is the Land, being all of a certain tract or parcel of land located in the 5th Civil District of Sullivan County, Tennessee, and more particularly described in Exhibit "A" annexed hereto and made a part hereof, and as shown on a certain plat recorded in the Register's Office for Sullivan County at Blountville, Tennessee, in Plat Book 43 at page 7. The Land is owned by the Sponsor in fee simple.

The Sponsor specifically reserves the right, in its sole discretion, for a period of ten years from the date of the recordation of this Master Deed, to amend this Master Deed to include any portion of the property conveyed to Sponsor by deeds of record in the Register's office for Sullivan County at Blountville, Tennessee, in Deed Book 1045-C at pages 541 and 543, and/or any other property adjacent thereto, that is not included and described in Exhibit "A"; and any such amendment shall, however, be placed of record to evidence the incorporation

of all or any part of said additional adjacent property into and as a part of said condominium project.

3. The Condominiums. Exhibit "B" annexed hereto and made a part hereof, sets forth the following data with respect to each particular condominium or proposed condominium (sometimes referred to as "condominium unit" or "unit"), necessary for the proper identification thereof: unit designation and location; approximate square foot area; number of rooms; and the percentage interest in the Common Elements. Any amendment to this Master Deed adding or incorporating additional property, as heretofore provided, shall include an amended Exhibit "B" setting forth the same data as provided in Exhibit "B" hereto.

4. General Common Elements. Except as otherwise provided, General Common Elements shall mean and include all of the following:

(a) The Property as described in Exhibit "A" attached hereto except for the Condominiums themselves as described in Exhibit "B" attached hereto;

(b) All foundations, columns, girders, beams, supports, bearing walls, main walls, roofs, chases, walkways, entrances and exits;

(c) All basements, attics, storage areas, yards, gardens, streets, parking areas (both covered and uncovered), and parking structures or canopies which are not otherwise designated as limited common elements;

(d) All ducts, pipes, valves, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, cold and hot water, refuse, telephone, and security systems (whether located in common areas or in condominium units);

(e) All sewage and drainage pipes and facilities; and

(f) All other apparatus or installations existing in or on the property which are rationally for common use or necessary or convenient to the existence, maintenance or safety of the Property.

5. Limited Common Elements. Limited Common Elements shall mean and include that portion of the Property or of any installation, equipment or facilities designated on the recorded plat as a limited common element or rationally of limited common use for less than all of said condominium units. All limited common elements are hereby set aside and reserved for the

exclusive use of certain condominium units (those which are adjacent to or which are declared appurtenant to the limited common element on the recorded plat), and such condominium units shall have appurtenant thereto an exclusive easement for the use and enjoyment of such limited common elements. Each unit owner shall have primary responsibility for the maintenance and repair of limited common elements.

6. Ownership of Condominiums and Common Elements. Each condominium shall have appurtenant thereto an undivided common percentage interest in all the common elements, such common interest being defined in Exhibit "B" annexed hereto, for each particular condominium unit. The percentage of common interest shall not be changed except (a) with the unanimous consent of all unit owners evidenced by an amendment to this Master Deed properly recorded, or (b) except as a result of any amendment to this Master Deed executed by the Sponsor adding additional property and additional units as provided in such amendment and exhibits thereto executed and recorded by said Sponsor. The common elements shall not be separated from the unit to which they appertain and shall be deemed to be conveyed, leased or encumbered with such unit even though not expressly mentioned or described in such conveyance or other instrument. The common elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by the Act, and pursuant to the provisions of Exhibit "C" to this Master Deed.

7. Easements and Encroachments. In addition to any exclusive easements hereby established in the limited common elements, the condominiums and common elements shall also have and be subject to the following easements:

(a) Each unit shall have appurtenant thereto non-exclusive easements in the general common elements for use according to its respective purposes and in all other units and limited common elements of the building or structure containing said unit for support.

(b) If any part of the common elements encroaches upon a condominium or any part of a condominium encroaches upon any other condominium or any part of the common elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event that any condominium or any part of the common elements shall be partially or totally destroyed and then rebuilt, minor encroachments due to construction

shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroachment exists.

8. By-Laws of the Condominium Project. The management and administration of the condominium project shall be governed by the By-Laws of the Tri Cities Golf Villas Condominium Townhouse Corporation, which is annexed hereto as Exhibit "C", and the entire condominium project shall be subject to the restrictions, rules, and regulations contained therein. Any amendment to this Master Deed adding or incorporating additional property, as heretofore provided, shall include an amended Exhibit "C" setting forth any amendments thereto required by the enlargement of the condominium project, if any.

9. Covenants Running with the Land. All provisions of this Master Deed, and the By-Laws attached hereto, unless otherwise expressly provided to the contrary, shall be perpetual and be construed to be covenants running with the land, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or any interest therein, and its successors and assigns, but the same are not intended to create, nor shall they be construed to create, any rights in and for the general public. All present and future owners, tenants, and occupants of the condominiums shall be subject to and shall comply with the provisions of this Master Deed and the By-Laws, including subsequent amendments. The acceptance of a deed, conveyance or lease or the entering into of any condominium shall constitute an agreement that the provisions of this Master Deed and By-Laws and any subsequent amendments thereto, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind such person as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease.

10. Definitions.

(a) Unless plainly evident from the context that a different meaning was intended, all terms used in this Master Deed and the By-Laws shall be defined as in the Act.

(b) The term common elements and/or facilities shall mean and include both the general and limited common elements as heretofore defined.

11. Waiver. No provision contained in this Master Deed or By-Laws shall be deemed abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12. Gender. The use of the masculine gender in this Master Deed and By-Laws shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

13. Severability. The provisions of this Master Deed and By-Laws shall be construed in accordance with the laws of the State of Tennessee, provided that no provision shall be interpreted in such manner as shall render it illegal under the laws of the State of Tennessee. If any provision shall be declared invalid as offending any law of the State of Tennessee, the remaining provisions shall continue in full force and effect.

IN WITNESS THEREOF, this Master Deed has been duly executed by the Sponsor as of the date first above written.

D&G ENTERPRISES, L.L.C.

By: W. Leon Dunn
W. Leon Dunn, Member

By: Marvin M. Gurley, Jr.
Marvin M. Gurley, Jr., Member

STATE OF TENNESSEE :
: ss.
COUNTY OF SULLIVAN :

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, W. Leon Dunn and Marvin M. Gurley, Jr., with whom I am personally acquainted and who, upon oath, acknowledged themselves to be the only Members of D&G Enterprises, L.L.C., the within-named bargainor, a Limited Liability Company, and that they as such Members, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the Limited Liability Company by themselves as Members.

WITNESS my hand and official seal at office this _____ day of _____, 1995.

Notary Public

My commission expires:

EXHIBIT "A"

DESCRIPTION OF LAND

Located in the 5th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING at a new iron pin in the line of the Akard property, said iron pin being located S. 14° 46' W., 295.60 feet from an old iron pin on the southerly sideline of State Highway 37 at the northeasterly corner of the property of D & G Enterprises, L.L.C. property. Thence with the Akard line, S. 14° 46' W., 138.35 feet to a new iron pin in said line, corner for the MDM-Ltd. property. Thence with the MDM-Ltd. line, two calls as follows: N. 66° 12' W., 225.09 feet to a new iron pin; and N. 74° 53' W., 235.00 feet to a new iron pin in said line. Thence with a new line, N. 13° 15' E., 206.48 feet to a point at or near the centerline of Eagleview Private Drive. Thence with a line at or near the centerline of the said Eagleview Private Drive, three calls as follows: S. 80° 52' E., 61.14 feet to a point at the P.C. of a curve; thence easterly by a curve to the right with a radius of 195.00 feet, an arc distance of 53.27 feet to a point at the P.T. of said curve; and S. 65° 13' E., 186.94 feet to a point at or near the center of the cul-de-sac at the easterly termination of Eagleview Private Drive. Thence S. 14° 59' E., 63.40 feet to a point. Thence S. 66° 09' E., 135.00 feet to the point of BEGINNING, and containing 1.91 acres, more or less, as shown on the plat of Tri-Cities Golf Villas Condominium: Phase 1, of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Plat Book 43 at page 7; and being part of the property conveyed to D & G Enterprises, L.L.C., by deeds of record in said register's office in Deed Book 1045-C at pages 541 and 543, and all the property conveyed to D & G Enterprises, L.L.C., by deed of record in said register's office in Deed Book 1090-C at page 358; to all of which reference is hereby expressly made.

There is also conveyed as an easement appurtenant to the above-described property the mutual non-exclusive right to use for ingress and egress to and from the property above described and State Highway 37 Eagleview Private Drive as shown on the map above referred to; and the conveyance of the property above described is subject to the continued mutual non-exclusive right to use Eagleview Private Drive for ingress and egress to and from the remaining property of D & G Enterprises, L.L.C., including that portion of Eagleview Private Drive included within the boundaries of the 1.91 acres as above described.