

**AMENDMENT TO MASTER DEED**

**LIMITED EDITION CONDOMINIUMS**

State of Tennessee, County of WASHINGTON  
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Register of Deeds CHARLES BEARD  
Deputy Register ANY PARKER

**ROLL 65 IMAGE 2593**

THIS AMENDMENT TO MASTER DEED made and executed by WALTER E. TITTLE, SR. and WALTER E. TITTLE, JR., hereinafter called "Developers", LIMITED EDITION HOMEOWNERS ASSOCIATION, hereinafter called "HOA", and ALL OWNERS OF UNITS IN THE LIMITED EDITION CONDOMINIUM DEVELOPMENT LISTED AS PERSONS SIGNING THIS DOCUMENT, hereinafter called "Unit Owners", TITTLE and TITTLE, A TENNESSEE GENERAL PARTNERSHIP COMPOSED OF WALTER E. TITTLE, SR., WALTER E. TITTLE, JR. and JOHN E. TITTLE, GENERAL PARTNERS, hereinafter called "Partnership", and TITTLE CONSTRUCTION COMPANY, INC., hereinafter called "Contractor", on this 16th day of January, 1995.

**RECITALS, INTEREST AND PURPOSE**

WHEREAS, Developers and Partnership are the original developers of the Limited Edition Condominium Development, hereinafter called "Development"; and,

WHEREAS, Contractor is the contractor which constructed or oversaw construction of the units in the Development; and,

WHEREAS, HOA is the Tennessee corporation which acts as the homeowners association for the Development; and,

WHEREAS, the Unit Owners are the current owners of all the developed and occupied units in the Development, and Developers are the owners of the undeveloped lots in the Development, which three undeveloped lots or units are to be conveyed to the HOA; and,

WHEREAS, as the result of certain litigation concerning the Development as embodied in a lawsuit filed in the Law Court at Johnson City, Tennessee, Case No. 15010, to which reference is here made, three (3) units and their associated real property are to be removed from certain repair and maintenance obligations of the HOA as set forth in Paragraph 6 hereinafter.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and sufficient consideration passing between the parties hereto, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**1. CERTAIN UNITS EXCLUDED FROM REPAIR AND MAINTENANCE OBLIGATIONS.**

The following units in the Limited Edition Condominium, and all real property lying two (2) feet outside the unit outside walls and descending to the center of the earth beneath said 2-foot boundaries, are hereby fully removed from the repair and maintenance obligations of the HOA, except as set forth in Paragraph 6 hereafter.

This instrument was prepared by  
Samuel B. Miller, II Esq.  
WELLER, MILLER, CARRIER, MILLER & HICKIE  
160 West Springbrook Drive  
Johnson City, Tennessee 37601

follows:

Situate in the 9th Civil District of Washington County, Tennessee, as described as

**PARCEL I:**

BEING all of Unit 34, LIMITED EDITION, SECTION I, as shown on map or plat of record in Plat Book 9, Page 399, Register's Office for Washington County, Tennessee, and a Master Deed Establishing Horizontal Property Regime, of record in Deed Book 660, Page 639, together with an undivided percentage interest in the common elements as more particularly set out in said Master Deed, Exhibits, and Amendments thereto, to all of which reference is here made.

BEING the same property conveyed to Hilda T. Collins by deed from Walter E. Tittle, Sr., and Walter E. Tittle, Jr., dated May 23, 1989, of record in Deed Book 674, page 54, in the Register's Office for Washington County, Tennessee.

**PARCEL II:**

BEING all of Unit 36, LIMITED EDITION, SECTION I, as shown on map or plat of record in Plat Book 9, Page 399, Register's Office for Washington County, Tennessee, and a Master Deed Establishing Horizontal Property Regime, of record in Deed Book 660, Page 639, together with an undivided percentage interest in the common elements as more particularly set out in said Master Deed, Exhibits, and Amendments thereto, to all of which reference is here made.

BEING the same property conveyed to Nat D. King and wife, Patricia C. King, by deed from Richard W. Hensley and wife, Linda M. Hensley, dated June 25, 1991, of record in Deed Book 707, page 208, in the Register's Office for Washington County, Tennessee.

**PARCEL III:**

BEING all of Unit 38, LIMITED EDITION, SECTION I, as shown on map or plat of record in Plat Book 9, Page 399, Register's Office for Washington County, Tennessee, and a Master Deed Establishing Horizontal Property Regime, of record in Deed Book 660, Page 639, together with an undivided percentage interest in the common elements as more particularly set out in said Master Deed, Exhibits, and Amendments thereto, to all of which reference is here made.

BEING the same property conveyed to Kathleen T. Usary and husband, Wilburn B. Usary, by deed from Walter E. Tittle, Sr., and Walter E. Tittle, Jr., dated June 8, 1989, of record in Deed Book 675, page 51, in the Register's Office for Washington County, Tennessee. Wilburn B. Usary is now deceased.

2. **INITIAL OWNERSHIP.** Initial ownership title to the above described units shall be conveyed from the current owners of said units to Tittle Construction Company, Inc., the Contractor.

3. **LEVEL OF MAINTENANCE FOR EXCLUDED UNITS.** The above described Units 34, 36, and 38, shall be maintained by Contractor, and its successors in title, at the same level of maintenance as the other, remaining units in the Limited Edition Condominium Development.

4. **RESPONSIBILITY TO MAINTAIN AND REPAIR.** The above described Units 34, 36, and 38, are hereby removed from the HOA's responsibility to maintain or repair any part thereof, except

repairs as hereinafter set forth, and the deeds from the current owners of said units to the Contractor shall contain a provision to this effect or a reference to this Amendment to Master Deed. Contractor agrees that the deeds executed and delivered by Contractor to subsequent purchasers of Units 34, 36, and 38 shall contain a same or similar provision which shall be deemed a covenant running with the land.

**5. REDUCED HOA FEE ON UNITS 34, 36, AND 38.** The owners of Units 34, 36, and 38, shall pay a reduced HOA fee based solely upon fire and hazard insurance as carried on other units in the Development, mowing, street maintenance, general cost of lighting the streets, and any other Association expense not for the purpose of unit repair and maintenance, except repairs as hereinafter set forth. Therefore, it is agreed that the Contractor and any subsequent purchaser(s) of said units shall pay the HOA fifty percent (50%) of the fee assessed by the HOA for any other unit in the Development. This fee arrangement shall be binding upon the Contractor, its successors in title, and shall be deemed a covenant running with the land.

**6. LIMITED HOA RESPONSIBILITY FOR REPAIR OR LOSS.** To the extent that any loss, repair, or cost to Units 34, 36, or 38 occurs, the HOA shall be responsible for the payment of any associated unpaid portion of a claim deemed to be covered under the terms of the Association's (HOA's) insurance policy or policies. If a type or manner of loss, repair, or cost is excluded or not covered under the terms of the HOA's insurance policy or policies, the HOA shall have no financial responsibility to pay any portion of the said loss, repair, or cost to Units 34, 36, or 38.

**7. LEASES ON UNITS 34, 36, AND 38.** Any lease or lessee of the Contractor or its successors in title shall be subject to the approval by the HOA as per current rules and by-laws.

**8. ALL PRE-EXISTING DOCUMENTS TO CONFORM.** The original Master Deed and By-Laws on the Development recorded in Deed Book 660, Page 639, and all subsequent Amendments to the Master Deed where ever and when ever recorded, the Plat of the Development recorded in Plat Book 9, Page 399, and all subsequently recorded Plats of the Development, are hereby amended to conform to this Amendment to the Master Deed as set forth above. Other than as modified hereinabove, the Master Deed and By-Laws of the Limited Edition Condominiums, as originally constituted and/or amended from time to time prior to the date of this document, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties hereto sign their names on this 16th day of January, 1995.

TITTLE CONSTRUCTION COMPANY, INC.

By: Walter E. Tittle, Sr.  
Walter E. Tittle, Sr., President

TITTLE & TITTLE, a Tennessee  
general partnership

By: Walter E. Tittle, Sr.  
Walter E. Tittle, Sr., Partner

By: Walter E. Tittle, Jr.  
Walter E. Tittle, Jr., Partner

By: John E. Tittle  
John E. Tittle, Partner