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15 PGS:AL-AMENDED MASTER DEED	
ERICA BATCH: 105698 11/06/2020 - 03:15 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	75.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	77.00

STATE OF TENNESSEE, CAMPBELL COUNTY  
**JUNE TURNER**  
 REGISTER OF DEEDS

This Instrument Prepared By:  
 Reid Troutman, Attorney  
 P.O. Box 757  
 LaFollette, TN 37766

**SEVENTEENTH**  
**AMENDMENT TO MASTER DEED FOR**  
**DEERFIELD CONDOMINIUMS**

This Amendment to Master Deed and the exhibit which are attached hereto and made a part hereof, are made and executed in Campbell County, Tennessee, as of 4<sup>th</sup> day of November, 2020, by **Deerfield Condo Owner's Association**, hereinafter called "Association," for itself, its successors, grantees and assigns, pursuant to the provisions of the Tennessee Horizontal Property Act, Revised, (Tennessee Code Annotated Sections 66-27-101, et seq., hereinafter referred to as the "Act").

**WITNESSETH:**

WHEREAS, the developer reserves the right to amend the master deed of record, has been directed to execute this amendment, in order to amend the Master Deed for Deerfield Condominium, as set out in Master Deed of record in Deed Book 275, Page 139, Deed book 275, Page 451, Deed Book 276, Page 9, Deed Book 279, Page 204, Deed book 292, Page 8, Deed Book 311, Page 516, Deed Book 352, Page 747, Deed Book 362, Page 368, Deed Book 366, Page 658, Misc. Book 48, Page 660, Deed Book 374, Page 482, Deed Book 387, Page 417, Misc. Book 52, Page 83, Misc. Book 67, Page 710, Deed Book 435, Page 88, Deed Book 435, Page 93, Deed Book 449, Page 223, Deed Book 485, Page 609, Deed Book 504, Page 93, Misc. Book 115, Page 609 and Warranty Deed Book 507, Page 177, Deed Book 515, Page 476, in the Register's Office for Campbell County, Tennessee.

WHEREAS, Association does hereby amend the Master Deed to add certain provisions, and to place the Homeowner's Association By-Laws of record:

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

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

**Amendment to Documents.** At the end of the Developer Control Period, and except as otherwise provided herein, this Master Deed may be amended in accordance with the following provisions:

- (a) Any amendment shall be approved by a vote of at least seventy-five percent (75%) of all Unit Owners pursuant to the terms and conditions of the Bylaws.
- (b) No amendment shall change any Unit Owner's Allocated Interest or affect the priority of any Mortgage, unless the record Owner of the Unit affected and all lienholders thereon give their approval in writing, except when new Units are added to the Condominium Development by the Developer as anticipated in the phased development set out in this Master Deed.

- (c) The amendment shall be executed by the President and one (1) other officer of the Association and duly recorded in the Register's Office for Campbell County, Tennessee; provided, however, that in the event the Developer exercises its right to amend this Master Deed pursuant to the terms hereof, such signature by officers of the Association shall not be required; provided further, however, that the Developer shall certify that the amendment has been adopted pursuant to the particular terms hereof, such provisions granting the authority of the Developer to so amend this Master Deed.
- (d) Notwithstanding any lower requirement permitted by this Master Deed or the Act, no provision of this Master Deed (or its exhibits) that establishes, provides for, governs, or regulates any of the following shall be materially amended, nor shall any such provision have any material term added to it, without the vote of at least seventy-five percent (75%) of the Unit Owners and the approval in writing by at least fifty-one percent (51%) of the Eligible Mortgagees:

- (i) voting rights;
- (ii) assessments, Assessment liens or subordination of assessment liens;
- (iii) responsibility for maintenance, repairs and replacement of Common Elements and all other portions of the Condominium;
- (iv) rights to use of the Common Elements or the reallocation of the Allocated Interest, except when new Units are added to the Condominium Development by the Developer as anticipated in the phased development set out in this Master Deed;
- (v) the boundaries of any Unit or the exclusive easement rights appertaining thereto;
- (vi) convertibility of any Units into Common Elements or vice versa;
- (vii) expansion or contraction of Deerfield Condominiums, or the addition, annexation or withdrawal of real property to or from Deerfield Condominiums;
- (viii) imposition of any restriction on any Owner's rights to sell, lease, or otherwise transfer his Unit except as provided herein;
- (ix) any amendment affecting any decision by the Association to establish self-management when professional management has been required previously by at least fifty-one percent (51%) of the Eligible Mortgagees;
- (x) any change in the manner of restoration or repair of the Property after casualty;
- (xi) any amendment affecting actions to terminate the legal status of the Condominium regime;
- (xii) any action affecting insurance or fidelity bonds;
- (xiii) reserves for maintenance, repair and replacement of Common Elements; or

- (xiv) any amendment affecting provisions that expressly benefit holders of Mortgages or insurers of first Mortgages on any Unit.

The limitations of this subsection (d) shall not apply to any amendment or termination of the Condominium regime made as a result of destruction, damage, or condemnation pursuant to other provisions of this Master Deed, nor shall they apply to any reallocation of interests in the Common Elements that might occur pursuant to any plan of expansion or phased development. If all of the Condominium regime is taken, condemned, sold or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this declaration shall terminate, provided that approval must first be obtained by fifty-one (51%) of eligible mortgagees.

In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, all or part of the Common Elements, neither the Owner nor any other person shall take priority in receiving the distribution over the right of any First Mortgagee against the Unit.

Any First Mortgagee of record against a Unit who obtains title to the Unit pursuant to remedies exercised in enforcing the Mortgage, including foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure, will not be liable for more than six (6) months of the Units unpaid regularly budgeted dues or charges accrued before acquisition of title to the subject unit by mortgagee together with costs of collecting unpaid dues.

Whatever Mortgagee approval is required, Mortgagee approval shall be presumed if Mortgagee has failed to respond to notice of the proposed amendment within 60 days of receiving said notice, provided Mortgagee received said notice by certified or registered mail, with a "return receipt" requested.

The Developer Control period extends until the Developer turns control of the Homeowner's Association and the Common Areas over to the Unit Owners to be self-managed.

#### Notices of Action.

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

- (a) Any proposed amendment of the Condominium instruments effecting a change in: the boundaries of any Unit or the exclusive easement rights appertaining thereto; the interests in the General Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; the number of votes in the Association appertaining to any Unit; or the purposes to which any unit or the Common Elements are restricted.
- (b) Any proposed termination of the Condominium regime.
- (c) Any condemnation or casualty loss that affects either a material portion of the Deerfield Condominiums or the Unit securing its Mortgage.
- (d) Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the Mortgage (or insurers or guarantees such Mortgage).

- (e) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (f) Any proposed amendment to this Master Deed that requires the consent of a specified percentage of mortgagees as provided in herein.

By-laws:

Attached hereto, and incorporated herein, are the By-Laws for the Deerfield Condo Owner's Association, Inc.

**FIELDS DEVELOPMENT CO., INC.**

By: Madeline C. Fields President

STATE OF TENNESSEE )  
 ) ss.  
 COUNTY OF CAMPBELL )

Before me, Notary Public, of the state and county aforesaid, personally appeared, Madeline C. Fields, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Deerfield Condo Owner's Association, Inc., a Tennessee Corporation, the within named bargainer and that he/she as such President of the said Deerfield Condo Owner's Association, Inc., a Tennessee Corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said Corporation as President.

2020.

Witness my hand and official seal, at my office, this 6th day of November

Linda B. Hodges  
 Notary Public  
 STATE OF TENNESSEE  
 NOTARY PUBLIC  
 CAMPBELL COUNTY

**BY-LAWS OF**  
**DEERFIELD CONDO OWNER'S ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is Deerfield Condo Owners Association, Inc., hereinafter referred to as the "Association". The principle office of the Corporation shall be located at 1632 Jacksboro Pike, LaFollette, TN 37766, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1.** Unit Owner or Owner means "co-owner" as defined by the Horizontal Property Act.

**Section 2.** Association means Deerfield Condo Owners Association, Inc., a Tennessee non-profit corporation, its successors and assigns. The Charter of the Association is attached hereto as an exhibit.

**Section 3.** Board of Directors means the governing body of the Association with the powers and duties as set forth in the By-Laws.

**Section 4.** Common Elements includes all items defined as general and limited common elements in the Horizontal Property Act, and shall be all portions of the condominium other than the units.

**Section 5.** Master Deed shall mean the document recording the property pursuant to the provisions of the Horizontal Property Act of the State of Tennessee.

**Section 6.** Property shall mean the entire parcel of real property referred to in this Master Deed to be divided into condominiums including the land, the buildings, all improvements and structures thereon, all owned in fee simple absolute, all easements, rights, and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith.

### **ARTICLE III**

#### **MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The first annual meeting of the members and each subsequent regular annual meeting of the members shall be held April 14th of each year at the hour of two o'clock p.m. If the Directors find it necessary to change the date of the Annual Meeting, all members are to be notified in writing at least thirty (30) days in advance of both the regular and the revised meeting dates.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the Board of Directors, or upon written request of the members who are entitled to vote the majority of all of the votes of the membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

#### **ARTICLE IV**

##### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of Five (5) directors, who must be members of the Association, and the same will serve as officers of the Association.

**Section 2. Term of Office.** At the first annual meeting the members shall elect five directors who will also serve as officers for a term of one year. At each annual meeting thereafter the members shall elect five directors who will also serve as officers for a term of one year.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action taken without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE V**

### **NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Deed. The persons receiving the largest number of votes shall be elected.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the chairman, or by any two directors.



**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section I. Powers.** The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any dues or assessments levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Master Deed.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the members who are entitled to vote.

(b) Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(c) Fix the amount of the annual assessment against each unit at least 15 days in advance of each annual assessment period.

(d) Send written notice of each assessment to every Owner subject thereto at least 15 days in advance of each annual assessment period, and

(e) Foreclose the lien against any property for which assessments are not paid within 60 days after due date or to bring an action at law against the owner personally obligated to pay the same.

(f) 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.

(g) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(i) Cause the Common Area, which includes the roads, parking lot, boat dock, swimming pool, and recreation area, to be maintained.

(j) Cause the exterior of the dwellings to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a President, Vice-President, Second Vice-President, Treasurer, and Secretary who shall constitute the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the members.

Section 3. Term. The officers (directors) of this Association shall be elected annually by the members and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

**Vice-Presidents**

The Vice-Presidents shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Treasurer**

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, with each individual or recurring disbursement up to \$1,000.00 requiring approval of three Directors; disbursements between \$1,000.00 and \$1,500.00 requiring approval of all five Directors; and disbursements over \$1,500.00 requiring approval of all five Directors and one-half (1/2) of the membership (membership approval can, if required, be obtained by phone and recorded). Any check written for more than \$1,500.00 requires the signatures of two Directors. The Treasurer shall sign all checks of the Association; keep proper books of

account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

### ARTICLE IX

#### COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

### ARTICLE X

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Master Deed, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

### ARTICLE XI

## **ASSESSMENTS FOR COMMON EXPENSES**

Each member is obligated to pay to the Association annual and special assessments which are secured by continuing lien upon the property against which the assessment is made. These assessments are for Common Expenses as described in the Master Deed. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 15 days after the due date, the owner shall pay a late fee of Fifty and no/100 (\$50.00) Dollars, and after 60 days the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and in such event the Owner shall also be responsible for payment of any accrued costs, and reasonable attorney's fees for the prosecution of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

## **ARTICLE XII**

### **CORPORATE SEAL**

The association shall have a seal in circular form having within its circumference the words: Shanghai Landing Condo Association, Inc.

## **ARTICLE XIII**

### **AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of more than one-half (1/2) of the members.

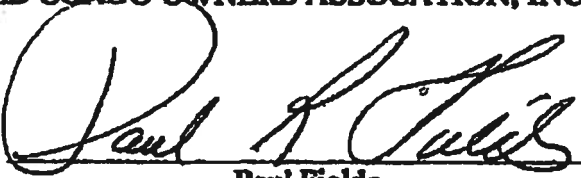
**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Master Deed and these By-Laws, the Master Deed.


**ARTICLE XIV**

**MISCELLANEOUS**

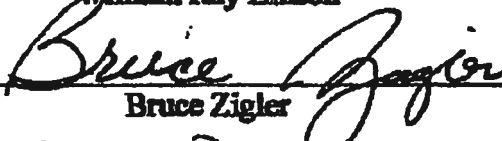
**The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of the incorporation.**

**DEERFIELD CONDO OWNERS ASSOCIATION, INC.**

BY:   
Paul Fields

  
Mary Lynn Ratcliff

  
William Ray Ellison

  
Bruce Zigler

  
Don Pence

