

This Instrument Prepared By:
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Knoxville, Tennessee 37919

Sherry Witt
Register of Deeds
Knox County

Amends the Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 200706220105440, First Amendment to Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 200804290080770, Second Amendment to Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 201106150071950, Third Amendment to Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 201204110057005, and Ratification of Amended and Restated Master Deed of Bakertown Station, as amended, of record as Instrument No. 201302270056401, all in the Knox County Register of Deeds Office.

**FOURTH AMENDMENT TO AMENDED AND RESTATED
MASTER DEED OF BAKERTOWN STATION**

WHEREAS, BALL CAMP RESIDENTIAL PARTNERS, a Tennessee general partnership (“Developer”), is the successor developer of Bakertown Station Condominiums pursuant to that Assignment and Assumption Agreement For Transfer of Developer’s Rights between Developer and McBride Co. L.L.C. (“Previous Developer”) of record as Instrument No. 201204110057006 (“Assignment”); and

WHEREAS, Bakertown Station Condominiums were created and established as set forth in the Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 200706220105440 in the Register’s Office for Knox County, Tennessee, as subsequently amended by the First Amendment to Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 200804290080770 in said Register’s Office, the Second Amendment to Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 201106150071950 in said Register’s Office, the Third Amendment to Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 201204110057005 in said Register’s Office, and Ratification of Amended and Restated Master Deed of Bakertown Station, as amended, of record as Instrument No. 201302270056401, all in the Knox County Register of Deeds Office (hereafter referred to as the “Master Deed”); and

WHEREAS, through the Third Amendment to Amended and Restated Master Deed of Bakertown Station of record as Instrument No. 201204110057005 in said Register’s Office, Previous Developer incorporated the Additional Land into the Condominium to be subjected to all the covenants, conditions and restrictions of the Master Deed and the provisions of the Tennessee Horizontal Property Act, Tenn. Code Ann. §66-27-101 through §66-27-123 (hereinafter referred to as the “Act”); and

WHEREAS, due to the current requirements of lending institutions and agencies, Developer will not be able to develop the remainder of the Additional Land or complete the construction of condominium Units thereon; however, Developer can meet the requirements of lending institutions and agencies for development of the remainder of the Additional Land and construction of additional Units thereon as a Planned Unit Development or PUD as provided in §66-27-103(b) of the Act; and



WHEREAS, Article VIII, Section 6(d) of the Master Deed provides that Developer may amend the Master Deed to correct any inconsistencies or inadequacies therein, so as to meet requirements of lending institutions and agencies, and to expedite the completion of construction and sale of the Units; and

WHEREAS, having obtained the requisite approvals from the Knoxville Metropolitan Planning Commission and in compliance with the terms of the Master Deed, the Developer desires to amend the Master Deed to reflect the release of that portion of the Additional Land described on Exhibit A attached hereto (hereafter referred to as "Bakertown Station PUD"), from all of the provisions of the Master Deed in order to satisfy the requirements of lending institutions and agencies and expedite the completion of construction and sale of the Units; and

WHEREAS, following its release from the Master Deed, Bakertown Station PUD will remain subject to the Act, but be subjected to the terms of a PUD Declaration as required by lending institutions and agencies and the Act recorded as Instrument No. 201505200063280 in the Register's Office for Knox County, Tennessee; and

WHEREAS, the Knoxville Metropolitan Planning Commission has rejected the use of individual mail boxes on the real property comprising the Land and Bakertown Station PUD; and

WHEREAS, following its release from the Master Deed, Bakertown Station PUD will have no direct access to the existing mailbox system, which was originally intended to serve all residences constructed on the Land and Additional Land, and which is located on the Land beside Bakertown Station Way between Ball Camp Pike and Conductor Way (the "Joint Mailboxes"); and

WHEREAS, Article VIII, Section 10 of the Master Deed provides that Developer has the power to make and record easements to amplify or clarify the easements provided for the Master Deed; and

WHEREAS, Developer desires to amend the Master Deed to reflect an easement across the Land for the Joint Mailboxes.

NOW, THEREFORE, in consideration of the premises, for the mutual benefit of all Unit Owners and valuable consideration, the Developer, pursuant to Article VIII, Sections 6(c)-(d) and 10, hereby amends the Master Deed as follows:

1. **Release.** Bakertown Station PUD is hereby fully and completely released from all the covenants, conditions and restrictions of the Master Deed but shall remain subject to the terms of the Act relating to a planned unit development, including, without limitation, §66-27-103(b) and §66-27-104(b). To satisfy the lending institutions and agencies and comply with the Act, Developer shall record a Declaration for Bakertown Station PUD.

2. **Joint Mailboxes.** The following shall be added as a new paragraph to Article VIII, Section 10 of the Master Deed:


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Developer hereby declares an easement across the Land for access to the Joint Mailboxes, for ingress and egress from and between Bakertown Station Way and the Joint Mailboxes, for the maintenance of the existing Joint Mailboxes, and for the placement, construction and maintenance of additional mailboxes attached to or in proximity of the Joint Mailboxes. Said easement is a perpetual easement appurtenant to the Land and Bakertown Station PUD for the benefit of Bakertown Station PUD, it being understood that the benefited parcel will be developed for occupancy or use by numerous persons, so that the users of the herein granted easement may be numerous.

3. **Construction.** Capitalized terms used herein shall have the same meaning as in the Master Deed, unless specifically defined herein. Except as amended herein, all of the terms and conditions contained within the Master Deed shall remain in full force and effect.

4. **Authority.** Developer hereby certifies that this Fourth Amendment to the Amended and Restated Master Deed of Bakertown Station is made by Developer pursuant to and in compliance with the provisions and authority of Article VIII, Section 6 and Section 10 of the Master Deed.

[signature on following page]


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IN WITNESS WHEREOF, Developer has executed this instrument on the 7th day of May, 2015.

**DEVELOPER:
BALL CAMP RESIDENTIAL PARTNERS**

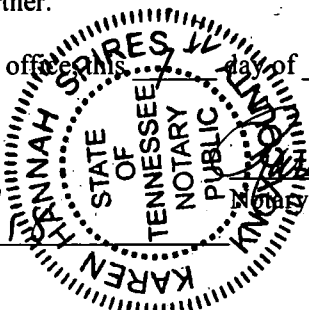
By: [Signature]
G. Todd Johnson, General Partner

By: [Signature]
John V. McBride, General Partner

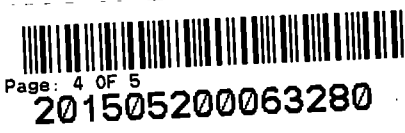
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, Karen Hannah Spires [name of notary], a Notary Public in and for said County and State, personally appeared **G. TODD JOHNSON**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a partner of **BALL CAMP RESIDENTIAL PARTNERS**, the within named bargainer, a Tennessee general partnership, and that he as such partner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as partner.

Witness my hand and seal at office this 7th day of May, 2015.



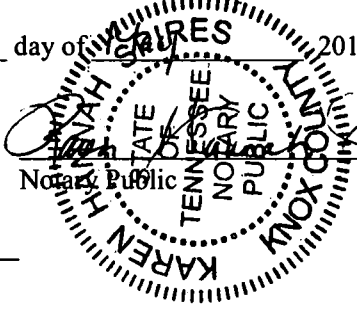
My Commission expires: 3/31/18 [Signature] Notary Public



STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, Karen Hannah Spires [name of notary], a Notary Public in and for said County and State, personally appeared **JOHN V. McBRIDE**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a partner of **BALL CAMP RESIDENTIAL PARTNERS**, the within named bargainer, a Tennessee general partnership, and that he as such partner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as partner.

Witness my hand and seal at office, this 7th day of May, 2015.



My Commission expires: 3/31/18 [Signature] Notary Public

EXHIBIT A

SITUATED in the Third (3rd) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee and being known and designated as all of Lot 1 on the Subdivision Plat of Tracts I, II and III of Ball Camp Residential Partners Property of record in as Instrument No. 200610310037488 in the Register of Deeds Office for Knox County, Tennessee.

LESS AND EXCEPT the property known and designated as the "Pre Existing Condominium Development" and "Lot 61" as shown on the Final Plat of Bakertown Station, PUD of record in as Instrument No. 201505200063281 in the Register of Deeds Office for Knox County, Tennessee.

BEING a portion of the property conveyed to Ball Camp Residential Partners, a Tennessee general partnership, by Quitclaim Deed dated July 20, 2005 of record as Instrument No. 200507250007480 and by Quitclaim Deed dated April 10, 2012 of record as Instrument No. 201204110057008, both in the Register of Deeds Office for Knox County, Tennessee.


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