

**IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE**

**BLAKEWOOD CONDOMINIUMS )  
HOMEOWNERS ASSOCIATION, INC. )**

**Plaintiff, )**

**v. )**

**No. \_\_\_\_\_**

**E.L. DUNCAN BUILDER, INC. )  
aka E.L. DUNCAN BUILDER, INC. TN )  
and E.L, DUNCAN, Individually, )**

**Defendants. )**

**VERIFIED COMPLAINT FOR DECLARATORY JUDGMENT  
TO QUIET TITLE AND FOR OTHER RELIEF**

Comes the plaintiff, Blakewood Condominiums Homeowners' Association, Inc. (the "Association" or "Plaintiff"), by and through its counsel, and sues the defendant, E.L. Duncan Builder, Inc. aka E.L. Duncan Builder, Inc. TN (the "Developer") and E.L. Duncan, individually ("Duncan") (herein, referred to by specific name or collectively as the "Defendants"), and for its claims and causes of action relative to said Defendants and the Property further defined herein would show as follows:

1. This is a declaratory judgment action to quiet title as to a part of that certain real property in which Plaintiff claims an interest and is located within the 6<sup>th</sup> Civil District of Knox County Tennessee, commonly described and now known as 0 Schaad Road, CLT# 079GC-006 (herein, collectively referred to as the "Front Land" or the "Property"), said Property being located at the corner of Schaad Road and La Christa Way (and also fka as a part of CLT Map 79, Represented as Parcels 24 & 25).

**PARTIES, JURISDICTION and VENUE**

2. Plaintiff Association is a Tennessee nonprofit corporation with its principal office located in Knox County, Tennessee.

3. Defendant Developer (E.L. Duncan Builder, Inc. aka E.L. Duncan Builder, Inc. TN) is a dissolved as of 2/5/2017 (but not terminated) for-profit corporation, which may be served with process through its registered agent, E.L. Duncan, 756 Blockhouse Valley Rd., Clinton, Tennessee 37716.

4. Individual defendant Duncan was last known to be a citizen and resident of Anderson County, Tennessee residing at 756 Blockhouse Valley Rd., Clinton, Tennessee 37716.

5. Jurisdiction is proper in this Court in that the subject Property is located in Knox County, Tennessee. This Court is also authorized under its general equity jurisdiction to quiet, perfect, and/or adjudge the title to the Property, and thereby remove clouds from the title to the Property located in Knox County, Tennessee. Furthermore, Tenn. Code Ann. § 29-14-102(a) grants courts of record within their respective jurisdictions the power to declare rights, status, and other legal relations with respect to the Property located in Knox County, Tennessee.

6. Venue is proper in this Court pursuant to Tenn. Code Ann. § 20-4-104(1) as it is being brought in the county where all or a substantial part of the events giving rise to the cause of action accrued and where the Property is situated.

#### **BACKGROUND and FACTS**

7. Blakewood Condominiums is a planned residential development within Knox County, Tennessee (the "Development") currently comprised of one hundred fifty-two (152) condominium Units (each a "Unit", or collectively the "Units").

8. The Development was established by the Developer as a horizontal property regime pursuant to the provisions as set forth in the Master Deed of Blakewood Condominiums dated June 13, 2000, recorded as Instrument No. 200006260042884 in the Knox County Register of Deeds Office as amended from time to time (the "Master Deed"), and the Tennessee Horizontal Property Act, Tennessee Code Annotated 66-27-101 through 66-27-123 (the "Act"). A copy of the Master

Deed, together with all recorded amendments, is attached hereto and incorporated herein by reference as collective **Exhibit 1**.

9. The Charter or Articles of Incorporation (the "Charter") of the Association (attached as Exhibit "M" to the recorded Master Deed) provides that its purpose is to operate and manage the Development in accordance with the Master Deed for the use and benefit of the Unit Owners as agent of such Owners.

10. All property within the Development and including all Blakewood Condominium Units and the Owners thereof are subject to the burdens and benefits of the provisions of the Master Deed.

11. The Bylaws providing "for the administration of Blakewood Condominiums Development by the Association contained in Exhibit "N" attached to and made a part of the Master Deed at Article X empower the Board of Directors of the Association "to enforce the terms of [the Master Deed] ... by ... court action". Moreover, Paragraph 26(a) of the Master Deed provides that "...Each Unit Owner is empowered to enforce the covenants contained in the Master Deed."

12. Pursuant to paragraph 1 of the Master Deed, the Developer submitted the therein defined "Property" to the Master Deed and "to the provisions of the [Tennessee Horizontal Property] Act in order to establish a horizontal property regime known as Blakewood Condominiums." Paragraph 1 of the Master Deed further provides:

By the recording of this Master Deed, developer hereby publishes and declares that *the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved in accordance with the provisions of the Act and subject to the covenants, conditions, restrictions, uses, limitations, and obligations of this Master Deed*, which shall be deemed to run with the Land, and shall be a burden and a benefit to the developer, their successors and assigns, and any person acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns. (Emphasis added)

13. Under the Act, a unit owner owns a fee simple interest in such unit (apartment) and an undivided proportional interest in the condominium project's common elements as a tenant in

common with other unit owners, and thus also shares the right to use the general common elements with all other unit owners. Tenn. Code Ann. § 66-27-106.

14. As the covenants, conditions, and restrictions contained in the Master Deed are property interests that run with the land comprising the horizontal property regime, ownership of a Unit in the Blakewood Development project carries with it the right to share in the Common Elements of the Property.

15. Commencing on or about April 19, 2001, the Developer began selling newly constructed Units within the Blakewood Development to various third-party Owners (as defined in the Master Deed), subject to the terms, easements and provisions of the Master Deed running with the land (and inclusive of a fractional interest in the General Common Elements established thereby within the Blakewood Development Property).

16. For instance, over twenty-three (23) years ago by Warranty Deed dated 04/19/2001, the Developer conveyed/delivered Unit 5, Blakewood Condominiums, “*as shown by map of record in Master Deed*” (e.g., as depicted on Exhibit “B” to Master Deed), and referenced Map/Parcel Numbers “*part of 079-025*”,<sup>1</sup> to grantee Mufic, recorded as Instrument No. 200104230071599, in the Knox County Tennessee Register’s Office, attached hereto and incorporated herein as collective **Exhibit 2**.

17. From April 19, 2001 through November 14, 2004, the Developer continued to sell and convey numerous Units (e.g., no less than 100 Units) by delivery of Warranty Deeds in substantially similar form to various third-party Owners “*as shown by map of record in Master Deed*” (e.g., as depicted on Exhibit “B” to Master Deed) (collectively herein referenced as, “Initial Unit Transfers”). Several examples of Warranty Deeds evidencing Initial Unit Transfers whereby the Developer conveyed Units to purchasing third-party Owners “*as shown by map of record in Master*

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<sup>1</sup> Per its notes, one purpose of Exhibit “B” to the Master Deed, being “*map of record in Master Deed*”, was combining then CLT Map 79, Represented as Parcels 24 & 25 thereon into one tract and plat “*of the entire development of Blakewood*”.

*Deed*” and/or “*as shown on plat of record bearing Instrument No. 200007140003109...*” and “*together with a proportionate share of such general common elements [] as are appurtenant thereto*” or similar language, are attached together with said Final Plat bearing Instrument No. 200007140003109 in the Knox County Tennessee Register’s Office (“Final Plat”), and incorporated herein as collective **Exhibit 3** and **Exhibit 3A** (therein referenced Final Plat), respectively.

18. Part of the real property at-issue in this cause was acquired by the Developer in separate conveyances by two (2) deeds recorded as Instrument Nos. 199910250032154 and 200211190044323 in the Knox County Tennessee Register’s Office (herein, the “Front Land”), and such Front Land specifically includes that 1.532± acres shown on that “Resubdivision of Resubdivision Plat of Blakewood Development and E.L. Duncan Builder, Inc. Additional Property”, recorded (long after the Master Deed and after numerous prior Initial Unit Transfers) on November 15, 2004 as Instrument No. 200411150040542, in the Knox County Tennessee Register’s Office (the “2004 Resubdivision Plat”). A copy of said 2004 Resubdivision Plat depicting the Front Land as a supposed single parcel (CLT# 079GC-006) is attached hereto as **Exhibit 4**.

19. That a portion of the Front Land, specifically the eastern portion of the Front Land, is included within the aforesaid Final Plat (referenced in multiple prior deeds reflecting Initial Unit Transfers) and such is also contained in the legal description and definition of “Property” under the “Whereas” recitals of the prior recorded Master Deed, and the same is subjected to and encumbered by the provisions of the Master Deed (further defined herein, and together with all improvements thereon, as the “East Property”).

20. In this regard, the Master Deed in the recitals defines the “Land” as that certain real property described on Exhibit “A” to the Master Deed (which encompasses the eastern portion of the Front Land), while paragraph 2(q) of the Master Deed defines the “Property” to collectively mean the “Land,” together with certain improvements on said “Land”.

21. That the “Property” subjected to the provisions of the Master Deed thus includes the “East Property” portion of the Front Land as herein defined, and all signage, sprinklers, landscaping, mailboxes, etc., situated thereon. For ease of reference, see **Exhibit 5** attached hereto, which Plaintiff has marked to show the specific East Property area of the Front Land in which the Association claims an interest.

22. That the East Property contained within part of “Property” as defined by the Master Deed is also depicted on Exhibit “B” thereto (along with proposed Units 1, 2, 3, and 4) as being encumbered under the provisions of the Master Deed,<sup>2</sup> and the East Property is also included within the definition of “General Common Elements” at Paragraph 4 of the Master Deed,<sup>3</sup> which common elements “consist of the entire Property other than Units...”

23. As the definition of “Property” under the Master Deed includes the East Property, that portion of the Front Land (including signage, fencing, mailboxes, or other improvements *normally in common use*) also constitutes General Common Elements (which “*consist of the entire Property other than Units...*”) based on the plain language of the Master Deed.

24. That there is notably no recorded amendment to the Master Deed (either before or after Units were purchased from the Developer by third-party Owners) specifically approving removal of the East Property or any other part of the “Property” or “General Common Elements” from the Blakewood Development or its encumbrance by and under the Master Deed. Further, the Master Deed as drafted by the Developer and establishing vested rights as between the Developer,

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<sup>2</sup> Note 8 on Exhibit B to Master Deed states, “The drive depicted hereon is to be a private drive and will be owned and maintained by the Homeowners Association”; also, as above stated, Note 10 states that purpose of Exhibit “B” is combining then CLT Map 79, Represented as Parcels 24 & 25 thereon, into one tract and plat “*of the entire development of Blakewood*”.

<sup>3</sup> Paragraph 4 of the Master Deed captioned “**General Common Elements,**” which states that “*[t]he General Common Elements consist of the entire Property other than the Units ...*”. Additionally, “by way of description, *without limitation,*” paragraphs 4(f) and 4(i) of the Master Deed expressly define “General Common Elements” to include “[e]xterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds and serving multiple units;” and “[a]ll other facilities or elements of any improvement located upon the Property necessary or convenient to the management, operation, maintenance and safety of Blakewood Condominiums, or normally in common use.”

the Association, and the Unit Owners within the Development, should be construed against the Developer to the extent of any inconsistencies or ambiguities therein.

25. That subsection (a) of Paragraph 6 of the Master Deed captioned "Property Rights and Use" provides that "*Each Unit Owner shall have an estate in fee simple and shall acquire as an appurtenance thereto an undivided Allocated Interest in and to the Common Elements, which shall not be divisible* from the unit to which it appertains" while subsection (e) of said Paragraph 6 provides that "*So long as the Blakewood Condominiums have not been terminated, the Common Elements shall not be subject to partition or division, ...*" (Emphasis added).

26. That the Act pursuant to which the Development Project was established at Tenn. Code Ann. § 66-27-108(b) specifically and likewise provides that "any conveyance of an individual apartment (e.g., Unit) shall be deemed to also convey the undivided interest of the owner in the common elements, both general and limited, appertaining to that apartment [Unit] without specifically or particularly referring to the same."

27. That before recording the aforesaid 2004 Resubdivision Plat, the Developer had already sold many (over 100) Units to purchasing Owners (e.g., Association members) (herein referred to collectively, and together with all subsequent Owners of Units, as the "Owners"), by which time all such Owners, and their respective successors and assigns, were already vested with common undivided allocated property interests, use and enjoyment rights in and to the "Property" including the East Property in common use and General Common Elements, at law and in equity.

28. That the East Property resembles (and has continuously by normal use and all appearances constituted) a General Common Element in treatment, appearance and function and includes improvements such as a brick-walled entrance marker adorned by "Blakewood" lettering, with brick posts extending out from the signage, which are connected by iron fencing and is also bounded by a tree line effectively delineating the East Property.

29. That in addition to its brick wall and posts, iron fencing and tree line, the East Property also includes improvements such as exterior lighting, a sprinkler system, plus grassy and landscaped areas, all of which of the foregoing has for many years been maintained exclusively by the Association with funds collected from Owners as common area maintenance Assessments mandated pursuant to the Master Deed.<sup>4</sup> *See also*, series of current photographs of the East Property, attached hereto and incorporated herein as collective **Exhibit 6**.

30. That for many years, the East Property has functioned as and been used by the Association and its member Owners as a common area and General Common Element operated and maintained under the exclusive physical control of the Association, and not the Developer.

31. That although the Developer control period had ended by June 26, 2007, and there is no amendment to the Master Deed claiming to remove the East Property from the Development “Property” as established well over twenty (20) years ago (either before or after many Units had been sold/transferred), the Front Land was nevertheless seemingly further re-subdivided according to that “Final Plat Resubdivision of Blakewood Development and E.L. Duncan Builder, Inc. Additional Property”, recorded on February 5, 2016 as Instrument No. 201602050045734, in the Knox County Tennessee Register’s Office (the “2016 Resubdivision Plat”). A copy of said 2016 Resubdivision Plat depicting the Front Land as two (2) supposedly separate parcels (CLT#s 079GC-006.01 and 079GC-006.02) is attached hereto as **Exhibit 7**.

32. Remarkably, the East Property (as indicated/marked on **Exhibit 5** hereto) appears mirrored by that area shown and designated as lot “2-R” (0.58 ac) on the said 2016 Resubdivision Plat (aka CLT# 079GC-006.02). *See also* Quit Claim Deed dated January 27, 2015, purporting to convey the therein described land from the Developer to Duncan, individually, recorded as Instrument No.

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<sup>4</sup> Paragraph 10(a) of the Master Deed provides that ‘Every Unit Owner by acceptance of a Deed to a Unit shall be deemed to covenant and agree to pay the Association a proportionate share of the Common Expenses (“Assessments”) each share being the same as its Allocated Interest in the Common Elements.’ Paragraph 10(e) of the Master Deed further provides that “... All record Owners shall be jointly and severally liable with respect to the Assessments.”



201501280040525, and Correction Deed recorded as Instrument No. 201503240051142 (together, the “2015 Quitclaim Deed”), all in the Knox County Tennessee Register’s Office.<sup>5</sup>

33. Upon information and belief, it was no coincidence that the Developer and/or Duncan sought to further divide the Front Land into two (2) distinct parcels in causing (albeit without proper authority) recording of the 2016 Resubdivision Plat, because said Defendants knew then and know now that the East Property (e.g., designated thereon as lot “2-R” (0.58 ac)) is owned by the Owners and/or the Association as agent for the Owners, all having common/indivisible property interests and vested use and enjoyment rights in and to General Common Elements, including the East Property, both at law and in equity.

34. That said Owners all owned fractional shares and undivided property interests and rights in the General Common Elements prior to recordation of the 2004 Resubdivision Plat and prior to recording the 2015 Quitclaim Deed or the 2016 Resubdivision Plat, whereby the Developer without authority sought to divide the Front Land into two (2) distinct parcels.

35. As the East Property resembles (and has continuously by its normal use and treatment within the Development community constituted) a General Common Element to all appearance and function, any lay Unit purchaser (Owner) would reasonably believe that the East Property is a common area and General Common Element.

36. In addition, the Association has alone maintained the East Property (including its signage, fencing, landscaping, grounds, and other improvements) for many years after the Developer control period expired, using common maintenance member Assessments paid by Unit Owners.

37. Although Duncan may appear as record owner of the East Property, the Association in fact commandeered and together with its members assumed exclusive dominion, use, possession and physical control of the whole East Property many years ago.

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<sup>5</sup> The 2015 Quitclaim Deed (inaccurately) states that “*The above-described property was specifically excepted or not included in the Master Deed...and does not have any amenities or improvements located on the property.*”

38. That the Association has openly, notoriously, continuously and under claim of right known to Defendants possessed, used and controlled the East Property under color of the Master Deed to the exclusion of Defendants for longer than applicable prescriptive periods by statute, law and in equity.

39. As agent for its members, the Association's possession, dominion and physical control of the East Property has been exclusive, adverse, continuous, open, and notorious as further demonstrated by various affixed improvements used and maintained upon the East Property (collectively, the "Delineations") by the Association and its members at their expense, for longer than applicable prescriptive periods by statute, law and in equity.

40. In fact, most of the Delineations maintained by the Association exclusively with member Assessment funds have remained in place bounding the East Property for more than twenty (20) years at substantial cost to the Association of up to \$50,000 or more. *See also*, photos showing said Delineations on previously referenced collective **Exhibit 6** hereto.

41. That considering the Association's substantial expenditures to improve/maintain the East Property over the years, all from common maintenance Assessment funds supplied by Owners, a constructive trust and/or equitable lien should be imposed over the East Property, for the benefit of Plaintiff inasmuch as, under these circumstances, it would constitute unjust enrichment if Defendants, or any of them, are allowed to retain any title or interest in or to the East Property.

42. The Association's maintenance of the Delineations and prolonged continuous and well-known exercise of dominion and physical control over the East Property, as bounded by the Delineations, has been so open and obvious that the Defendants are presumed to have had actual knowledge of its adverse possession such that title to the East Property is now owned by the Association and its members according to their undivided allocated interests therein as Owners per the Master Deed and/or Act.

43. Additionally or in the alternative, the Developer effectively abandoned and relinquished all interest in or to the East Property to the Association and its members as demonstrated by the longstanding Delineations maintained by the Association and the Defendants' failure to object to their open and continuous use, possession, maintenance and physical control of the East Property by use of Association (member Assessment) funds within any applicable prescriptive periods.

44. Additionally or in the alternative, the Association's adverse, under a claim of right, continuous, uninterrupted, open, visible, exclusive, use and enjoyment of the East Property with the long-term knowledge of Defendants has established an implied and/or prescriptive easement for the use and benefit of the Association and its members with respect to the East Property, which General Common Element treatment may not at this stage be disturbed.

45. Additionally or in the alternative, inasmuch as for many years previous the Association has openly used and treated the East Property as its bounded common area akin to General Common Elements, the Defendants have acquiesced to the Association's normal use, control and ownership of the East Property, such that they are estopped by extended acquiescence from asserting that such land is anything other than part of the General Common Elements.

46. Additionally, or in the alternative, the Defendants are barred from seeking any ejection or other dispossession in respect to the Association's possessory, use or enjoyment rights as to the East Property or its General Common Element treatment or normal common use as established over the years, pursuant to Tenn. Code Ann. § 28-2-103.

47. The foregoing notwithstanding, and though the Developer control period ended by June 26, 2007 well before the 2015 Quitclaim Deed, individual Duncan nevertheless delivered without authority a Warranty Deed dated February 27, 2023 and recorded as Instrument No. 202302280047122, in the Knox County Tennessee Register's Office, for and affecting a portion of the East Property, and purporting to convey the therein described land to Knox County in consideration of

\$90,000 proceeds to Duncan ("2023 Knox County Deed"), as further shown on **Exhibit 8**, attached hereto and incorporated herein.

48. Additionally, the foregoing notwithstanding, the (dissolved) Developer/Duncan nevertheless delivered without authority a 2024 Utility Easement from the inactive Developer corporation to Hallsdale Powell Utility District ("2024 HPUD Easement")<sup>6</sup>, as shown on **Exhibit 9**, attached hereto and incorporated herein.

49. That pursuant to the Tennessee champerty statutes, codified in Tenn. Code Ann. § 66-4-201 *et seq.*, "No person shall agree to buy, or to bargain or sell any pretended right or title in lands or tenements, or any interest in such pretend right or title."

50. That an inactive corporation such as Developer was without authority to grant any easement affecting the East Property at the time the 2024 HPUD Easement was supposedly granted in violation of Tenn. Code Ann. § 66-4-201 *et seq.*, and the same should be declared void to the extent of any adverse effect upon the use, enjoyment and/or possessory rights previously vested in the Association and its member Owners as to the East Property.

51. That Duncan was likewise without authority to encumber or grant any conveyance affecting the East Property at the time the 2023 Knox County Deed was apparently delivered by Duncan in violation of Tenn. Code Ann. § 66-4-201 *et seq.*, and the same should be declared void to the extent of any adverse effect upon the use, enjoyment and/or possessory rights previously vested in the Association and its member Owners as to the East Property. Additionally and alternatively, Duncan should be disgorged of the \$90,000 wrongfully received in connection therewith and compelled to pay over those proceeds directly to the Association's common maintenance fund.

**WHEREFORE**, premises considered, the Association prays:

1. That a copy of this Verified Complaint be issued and served upon the Defendants in the manner effective under applicable law.

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<sup>6</sup> That the survey attached to the proposed 2024 HPUD Easement notably depicts brick walls further evidencing the bounding of the East Property area constituting a General Common Element as alleged herein.

2. That the Clerk and Master, upon the filing of this Verified Complaint, issue and certify an *Abstract of Suit and Notice of Lien Lis Pendens* as to the East Property.

3. For complete adjudication of the rights of all parties to this action with respect to the East Property determining and declaring that the Association is the sole and exclusive owner of the entire East Property, subject to the allocated undivided interests of the respective Owners (e.g., members of the Association) within the Development.

4. For an order determining and declaring that the Association (Plaintiff) has legal and equitable ownership of the East Property to the exclusion of Defendants, by and through its members, the Owners, pursuant to the Master Deed and under the Act, and additionally by reasons of prescription, adverse possession, extended acquiescence, implication and/or estoppel under applicable Tennessee common law and statutory provisions.

5. That the Court declare and determine that the East Property is a General Common Element owned proportionately by the members of the Association pursuant to the Master Deed and/or Act under the exclusive physical control of the Association and not any Defendants, and that the Defendant Developer is without authority to construct any more Units (or other structures) on the East Property, or to convey, encumber, or otherwise dispose of the East Property in any manner whatsoever.

6. Alternatively, that the Court declare and determine that the Defendants are barred from seeking any ejectment or other dispossession in respect to the Association's possessory, use or enjoyment rights as to the East Property or its General Common Element treatment/normal use, pursuant to Tenn. Code Ann. § 28-2-103 and otherwise in equity.

7. For imposition of an equitable lien, constructive trust or other equitable device over all right, title and interest in and to the East Property, in favor the Plaintiff in consideration of its substantial expenditures to improve/maintain the East Property for years, all from common maintenance Assessment funds supplied by Owners.

8. For an order disgorging Duncan of the \$90,000 wrongfully received in connection with the 2023 Knox County Deed and requiring Duncan to pay over those proceeds along with prejudgment interest thereon, directly to the Association's common maintenance fund for the benefit of the Owners.

9. For an award of damages against Defendants in favor of the Association to be established at trial resulting from the Defendants' violation of the Tennessee champerty statutes, codified in Tenn. Code Ann. § 66-4-201 *et seq.*

10. For recovery of its costs and attorneys' fees incurred in this cause, and that the Association have such other further and general legal and/or equitable relief to which it may be entitled under the facts and law of this case.

Respectfully submitted,  
KENNERLY, MONTGOMERY & FINLEY, P.C.

By: \_\_\_\_\_

  
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**COST BOND**

We acknowledge ourselves as surety for the costs of this cause in accordance with  
Tenn. Code Ann. § 20-12-120.

KENNERLY, MONTGOMERY & FINLEY, P.C.

By: \_\_\_\_\_

  
Attorney

**VERIFICATION**

**STATE OF TENNESSEE  
KNOX COUNTY**

The undersigned makes oath that he/she is an authorized director/representative of Blakewood Condominiums Homeowners' Association, Inc. the Plaintiff herein, and that the statements made in the foregoing complaint are true to the best of the undersigned's knowledge, information and belief.

Blakewood Condominiums Homeowners' Association, Inc.

By Frankie R. Miller  
Print Name: FRANKIE R. MILLER,  
Director/Authorized Representative

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

Cassandra Duncan  
**NOTARY PUBLIC**  
My commission expires: 11-1-2025

