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KNOXVILLE, TENNESSEE 37902

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HANNAHS GROVE SUBDIVISION**

THIS DECLARATION is made, published and declared this 15th day of July, 2005, by Don W. Duncan and Rosa Lee Duncan (hereinafter referred to collectively as the "Developers"); and Sentinel Builders, Inc., a Tennessee corporation; Stephen B. Summers and wife, Leigh Ann Summers; Lowell J. Beeler and wife, Sharon D. Beeler; Ginger N. Wyatt and husband, Chadrick L. Wyatt; Jerry A. Moss and wife, Donna S. Moss; James B. Dalton and wife, Shirley M. Dalton; Dale Workman and wife, Linda Workman; and Henry M. Goranflo, Jr. and wife, Helen P. Goranflo, (hereinafter referred to collectively with the Developers as the "Declarants").

WITNESSETH:

WHEREAS, Don W. Duncan and Rosa Lee Duncan are the developers of certain real property located in Knox County, Tennessee, and more particularly described as follows:

SITUATED in District Six (6) of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being known and designated as all of Unit 1 of Hannahs Grove Subdivision, excluding Lots 28 and 29, as shown by map of same entitled "Final Plat of Hannahs Grove - Unit 1", dated March 27, 2003, prepared by Robert G. Campbell & Assoc., L.P., of record under Instrument 20306170116490, in the Register's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description.

WHEREAS, the Declarants constitute all of the fee simple owners of the Property and desire to place certain covenants, conditions and restrictions upon the use of all Lots in the residential subdivision development for the benefit and protection of owners of homes erected thereto, in order to establish and maintain a sound value for such homes and the aesthetic quality of the entire development.

WHEREAS, the Developers have formed Hannahs Grove Homeowners' Association, Inc., a Tennessee non-profit corporation (hereinafter referred to as the "Association"), for purpose of administering the operation and management of the development. By accepting a deed for any Lot in the development, such Lot Owner agrees to and shall become a Member of and be subject to these covenants and restrictions and the terms of the charter and duly enacted Bylaws of the Association.

NOW, THEREFORE, the Declarants publish and declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants" and/or "restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Unless the context clearly indicates a different meaning thereof, certain terms as used in this Declaration (whether capitalized or not) shall be defined as follows:

(a). "Association" means Hannahs Grove Homeowners' Association, Inc., a Tennessee non-profit



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M. TAX: \$0.00 T. TAX: \$0.00

corporation, its successors and assigns.

(b). "Board" means the Board of Directors of the Association.

(c). "Bylaws" means the bylaws for the administration of the Association, as the same may be amended from time to time.

(d). "Committee" means the body selected pursuant to the terms of this Declaration and the Bylaws for purposes of carrying out the duties and responsibilities imposed herein relative to the maintenance of the Lots and homes located thereon.

(e). "Common Area Expense" means the actual and estimate expenses of the operation, maintenance and repairs of the Common Areas, including any reasonable reserve, all as may be found to be necessary and appropriate by the Council.

(f). "Common Areas" means the area depicted as "Common Area" on the map of entitled "Final Plat of Hannahs Grove - Unit 1", dated March 27, 2003, prepared by Robert G. Campbell & Assoc., L.P., of record under Instrument 20306170116490, in the Register's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description, and as may be depicted by an amended or supplemental map of the development subsequently recorded in said office.

(g). "Council" means the body selected pursuant to the terms of this Declaration and the Bylaws for purposes of overseeing the operation and maintenance of the Common Areas.

(h). "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Hannahs Grove Subdivision, as the same may be amended from time to time.

(i). "Developers" means Don W. Duncan and Rosa Lee Duncan, their successors and assigns.

(j). "General Expenses" means the actual and estimated expenses of the operation of the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board; provided, however, Common Area Expenses and Lot Related Expenses shall not be included within the definition of General Expenses.

(k). "Lot" means each of Lots 1 through 27 as shown upon the Plat.

(l). "Lot Related Expenses" means expenses incurred by the Association in connection with overseeing and administering the covenants and restrictions contained herein with respect to the types of Structures (including the construction and modification thereof) constructed or to be constructed on the Lots and the activities on the Lots, the expenses incurred by the Association in performing its maintenance obligations with respect to Lots and homes located thereon pursuant to Section 1 of Article VI, and any other expenses incurred by the Committee in connection with its activities.

(m). "Master Deed" means the Master Deed for Hannahs Grove Condominiums which has been or will be recorded in the Register's Office for Knox County, Tennessee, and any amendments thereto which are subsequently recorded in said office.

(n). "Member" means any Member of the Association.

(o). "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having an interest merely as security for the performance of any obligation.



(p). "Person" means a natural person, limited liability company, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(q). "Plat" means that certain map of entitled "Final Plat of Hannahs Grove - Unit 1", dated March 27, 2003, prepared by Robert G. Campbell & Assoc., L.P., of record under Instrument 20306170116490, in the Register's Office for Knox County, Tennessee, to which map specific reference is hereby made for a more particular description, and as may be depicted by an amended or supplemental map of the development subsequently recorded in said office.

(r). "Property" means that certain real property described in the preamble hereinabove, together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration.

(s). "Residential Owner" means any Lot or Unit Owner other than the Developers, a builder who has acquired a Lot for the purpose of constructing a home thereon and selling it to a Residential Owner, a builder of a Unit or Units who is holding such Unit or Units for sale to a Residential Owner, or any party who has acquired a Lot or Unit for security purposes only.

(t). "Structure" means (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration but not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, patio, swimming pool, tennis court, basketball goal, fence, curbing, paving, wall, tree, shrub, sign, mailbox, driveway, temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill, ditch, diversion, dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or which causes a drainage change from, upon or across any Lot; and (iii) any change in grade at any point on a lot of more than twelve (12) inches, whether or not subsection (ii) of this subsection applies to such change. No reference to any of the foregoing things or objects which will be deemed to be a "Structure" shall indicate or imply that all of such things or objects are permitted Structures under the terms and provisions of this Declaration.

(u). "Traditional Architecture" means residential architecture categorized as Williamsburg, American Colonial, Georgian, French Provincial, English Tudor, and all other traditional single family residential architecture common in the United States and not typically referred to as contemporary architecture.

(v). "Unit" means a condominium unit in Hannahs Grove Condominiums created pursuant to the terms of the Master Deed.

(w). "Unit Owner" means the owner of a Unit.

ARTICLE II COMMITTEE

Section 1. Purpose, Powers and Duties of the Committee. The purposes of the Committee are as follows:

- (a). To assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Committee for approval as to (i) whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards for the development of the Property established from time to time by the Committee, and (ii) the location of the Structures with respect to topography, finished ground elevation and surrounding Structures to the extent necessary to carry out such purpose; and

- (b). To oversee the enforcement of the restrictions and covenants contained herein which relate to the matter occurring on or the use and enjoyment of the Lots (as opposed to the Common Areas), including, but without limitation, pursuing enforcement proceedings upon its own initiative or as a result of a request or complaint by a Lot Owner.

The Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purposes, including, but without limitation, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot, the power to impose penalties upon Lot Owners in accordance with the terms hereof and the Bylaws, and the power to establish the amount of the portion of the Assessments attributable to Lot Related Expenses.

Section 2. Submission of Plans and Specifications. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been first submitted to and approved in writing by the Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Committee, including, but without limitation, two copies of the following:

- (a). a site plan showing the location of all proposed and existing Structures on the Lot, including building setbacks, open space, driveways, walkways and parking spaces;
- (b). floor plans;
- (c). exterior elevations of all proposed Structures and alterations of existing Structures, as such Structures will appear after all backfilling and landscaping are completed;
- (d). specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations;
- (e). plans for grading and landscaping including exterior lighting scheme;
- (f). garage door location and design;
- (g). samples of building and paint materials to be used; and
- (h). plans for mailbox location, design and materials to be used in the construction thereof.

Section 3. Approval and Disapproval of Specifications.

- (a). The Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations, which the Committee shall deem appropriate.
- (b). Upon approval by the Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications shall be deposited for permanent record with the Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Committee's right to disapprove of similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are



subsequently submitted for use in connection with other Lots or Structures. Approval relating to any Lot or Structure shall be final as to that Lot or Structure and may not be revoked thereafter, provided that there has been strict adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. In the event that the Committee rejects plans or specifications submitted for approval under this Article, the submitting party may make the necessary alterations to said plans and specifications and resubmit them for approval. In lieu of resubmission, the applicant may appeal the disapproval by the Committee to the Board.

- (c). Neither Developers, any member of the Committee, nor the Association shall be responsible or liable in any way for any defects in any plans or specifications approved by the Committee, or for any structural defects in any work done according to such plans and specifications. Further, approval by the Committee shall not be deemed to represent or warrant to any Person that the plans and specifications comply with applicable codes and laws, nor the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Developers nor any member of the Committee nor the Association shall be liable in damages or in any other respect to anyone submitting plans and specifications for approval under this Article, or to any Owner, or to any other person having any interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. By submission of such plans and specifications to the Committee, every Lot Owner releases and agrees to hold harmless and to defend Developers and any member of the Committee or the Association from any such alleged liability, claim and/or damage including reasonable attorneys' fees.

Section 4. Obligation to Act. The Committee shall take action on any plans and specifications submitted as herein provided within forty-five (45) days after receipt thereof. Approval by the Committee, if granted, together with any conditions imposed by the Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Committee to take action within forty-five (45) days of the receipt of the plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

Section 5. Right of Inspection. During the construction process of a Structure, the Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction or alteration of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration, and the Committee shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6. Violations.

- (a). If any Structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation hereof and without the approval required herein. If in the opinion of the Committee such violation shall have occurred, the Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner of such a Structure and related Lot are subject.
- (b). The Committee shall provide written notice to the Owner by certified mail, setting forth in

reasonable detail the nature of the violation and the specific action required to remedy the violation. The Owner shall take reasonable steps toward the required remedial action, and shall use diligence and best efforts to timely and promptly complete the required remedial action. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Committee shall have the right of abatement Section 1(b) of Article IX. In addition to the right of abatement, the Board shall be entitled to seek equitable relief to enjoin such construction and/or to remove any Structure subject to the violation, and shall have all other rights and remedies as shall be provided herein, at law, or in equity.

Section 7. Conduct. All builders and Owners shall be held responsible for the acts of their employees, subcontractors, suppliers and other persons or parties involved in the construction or alteration of a Structure. In this regard, a builder or Owner shall be responsible for the following:

- (a). Ensuring that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.
- (b). Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site or affect the quality of workmanship.
- (c). Assuring that the aforementioned are properly insured, particularly by carrying of worker's compensation insurance and by carrying a policy of general liability insurance of at least \$300,000.00 per person per incident.
- (d). Assuring that the aforementioned do no commit any violation of any rules or regulations of the development.
- (e). Ensuring that all driveways on the construction site are sufficiently graveled and any mud or debris caused by the construction are removed from the adjoining roadways as soon as reasonably possible. Further, silt fences shall be installed to keep silt, mud and other debris off the street and adjacent Lots.
- (f). Each builder and Owner shall be responsible for providing metered water and electric service to the job site prior to starting work. Usage of water and electricity from adjoining properties is not permitted. Each building site shall be kept in good appearance at all times. No burning, dumping or burial of any kind is permitted and each builder shall place a trash receptacle on the Lot at least thirty (30) feet from the street. Obnoxious or loud music and behavior shall not be permitted on the construction site.
- (g). The use, appearance and maintenance of any building or trailer to be used to store construction materials or otherwise in construction, must be specifically approved by the Committee prior to it being moved onto the construction site.

ARTICLE III GRIEVANCE PROCEDURE

Section 1. Any grievance or complaint which a Member shall have against any other Member for violation of the provisions of this Declaration, the Bylaws, or rules and regulations of the Association, or for any other reason, shall be submitted to the Committee for arbitration to the extent that such grievance or complaint relates to the construction or alteration of any Structure on a Lot or any activities carried on or with respect to a Lot, and to the Council to the extent that such grievance or complaint relates to the operation or maintenance or activities carried on or with respect to the Common Areas.



Section 2. All such grievances shall be submitted in writing to the Committee or Council, as applicable, outlining the Member or Members complaining, the Member or Members complained against, the nature of the complaint, the date of all relevant facts, and the specific violations, if any, which are relied upon by the complaining party or parties. A hearing shall be held by the Committee or Council, as applicable, following submission of all complaints within forty-five (45) days. Said hearing shall be held only after five (5) days written notice to all parties and shall afford all parties an opportunity to present evidence and question any other party or witness. Members shall not be represented by attorneys at this hearing. If the Committee or Council, as applicable, decides adversely to the complaining party or fails to act within forty-five (45) days of submission of the complaint, then the complaining party or parties shall have the right to resort to any other legal remedies which may be available.

Section 3. The grievance procedure set out herein shall be the conclusive remedy for all grievance and complaints, and no Owner shall have the right to resort to other legal remedies until the remedies provided herein have been fully exhausted.

ARTICLE IV PROPERTY RIGHTS

Section 1. Members's Easement of Enjoyment. Subject to the provisions herein, every Member shall have a right and easement of use and enjoyment in and to the Common Areas from time to time designated for such purposes, which right and easement shall be appurtenant to and shall pass with the title to every Lot or Unit, subject to the following:

- (a). The right of the Council to adopt and publish rules and regulations governing the use of the Common Areas.
- (b). The right of the Association to suspend a Member's voting rights and rights to use the Common Areas for any period during which an assessment of the Association against said Member's Lot or Unit remains unpaid.
- (c). The easement reserved in Article VII of this Declaration.

Each Lot Owner hereby acknowledges that Developers have also granted, pursuant to the terms of the Master Deed, each Unit Owner a right and easement for the use and enjoyment in the Common Areas.

Section 2. Delegation of Use. Any Member (including a Unit Owner) may delegate, in accordance with the Bylaws, his or her right of use and enjoyment in and to the Common Areas and the improvements thereon, if any, to the members of his or her family, guests and invitees, subject to such rules and regulations as may be established from time to time by the Council.

Section 3. Title to Common Areas. Each Lot Owner acknowledges that Developers will convey title to the Common Areas to the Association at such time as Developers, in their sole discretion, deem advisable.

Section 4. No Partition. Other than as provided in Article VII, Section 8, there shall be no judicial partition of the Common Areas or any part thereof, nor shall any Person acquiring any interest in the Common Areas or any part thereof seek any such judicial partition unless the property has been removed from the provisions of this Declaration.

ARTICLE V ASSOCIATION DUES

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Lot Owner, by

acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Association Dues which may or shall be levied with respect to his or her Lot by the Association pursuant to the terms hereof. All such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, including reasonable attorney's fees, shall be a charge and continuing lien upon the Lot against which each such assessment of Dues is made. Each such assessment of Dues, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Dues became payable. The personal obligation for delinquent Dues shall not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Dues levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Members of the Association and the costs and expenses incident to the operation of the Association, including, but without limitation, payment of any debts incurred by the Association, the maintenance and repair of the Common Areas and improvements thereon, if any, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Areas, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, payment of utilities relative to the Common Areas, and the establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments. The Council, the Committee and the Board of Directors shall each, at least thirty (30) days prior to the Association's annual meeting, prepare a budget covering the estimated Common Area Expenses, Lot Related Expenses and General Expenses, respectively, for the coming year. The budget prepared by the Council shall include capital contributions or reserve accounts in accordance with the capital needs of the Association with respect to the Common Areas as determined by the Council. The annual Dues shall be apportioned among the Members of the Association such that (i) the Lot Related Expenses and one-half of the General Expenses shall be allocated to the Members of the Association who own Lots and (ii) the Common Area Expenses and one-half of the General Expenses shall be allocated among all Members of the Association. The budgets and the proposed annual Dues shall be delivered to each Member of the Association no later than ten (10) days prior to the annual meeting at which they will be voted on. The budgets and the annual Dues will become effective unless disapproved at the annual meeting by either (i) the Developers, until such time as all Lots have been transferred to Residential Owners (or such earlier time as the Developers shall specify), or (ii) (A) with respect to the budget prepared by the Committee relative to Lot Related Expenses and the corresponding portion of the annual assessment, two-thirds of the Members of the Association who own Lots and (B) with respect to the budgets prepared by the Council and the Board of Directors with respect to Common Area Expenses and General Expense, respectively, two-thirds of all Members of the Association. In the event a budget is not approved or the Committee, the Council or the Board of Directors fails for any reason to determine the budget for Lot Related Expenses, Common Area Expenses and/or General Expenses, respectively, for the succeeding year, then until such budget or budgets have been determined as provided herein, the budget or budgets for such category or categories of expenses and the corresponding portion of the annual Dues in effect for the then current year shall continue for the succeeding year. If any budget at any time provide inadequate for any reason, the Committee, the Council or the Board of Directors, as appropriate, shall call a special meeting of the Committee, Council or Board, as applicable, for the approval of a special assessment of Dues.

Section 4. Special Assessments. In addition to the annual Dues authorized above, the Council may levy, in any assessment year, special assessments of Dues applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including roads and sidewalks, provided that any such assessment of Dues shall have the assent of at least two-thirds of the Members of the Association and, until such time as all Lots have been transferred to Residential Owners, the Developers, voting in person or by proxy at a



meeting duly called for such purpose. Special assessments of Dues may also be levied by the Committee, the Council or the Board of Directors if for any reason the portion of the annual Dues allocable to Lot Related Expenses, Common Area Expenses and/or General Expenses, respectively, prove inadequate to defray such expenses in fulfilling its duties and obligations hereunder, subject to the consent of the Members of the Association as set forth above.

Sections 3 and 4 notwithstanding, prior to the first scheduled meeting of Members of the Association annual and special Dues shall be determined by the Initial Board.

Section 5. Special Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all Members of the Association not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members of the Association or proxies entitled to cast fifty percent (50%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Annual Dues and special assessments of Dues may be collected on an annual, semi-annual or quarterly basis by the Association Secretary/Treasurer as established by the Board and shall be assessed among the Members of the Association as follows: Dues shall be assessed against and paid by Residential Owners exclusively, with each Residential Owner who is a Lot Owner and whose obligation to pay Dues has commenced pursuant to Section 7 of this Article paying a portion of said Dues which is attributable to Lot Related Expenses and one-half of the General Expenses equal to a fraction determined by dividing one (1) by the number of such Residential Owners; and with each such Residential Owners (including both Lot Owners and Unit Owners) paying a portion of such Dues which is attributable to the Common Area Expenses and one-half of the General Expenses equal to the fraction determine by dividing one (1) by the number of such Resident Owners (including both Lot Owners and Unit Owners).

Section 7. Commencement of First Annual Dues. The first annual Dues shall become due and payable on the first day of the month following the earlier of (a) the first anniversary date of the sale of the first Lot to a Residential Owner, or (b) the date the first home constructed on a Lot is suitable for occupancy. Thereafter, as each person or entity becomes a Member, such new Member shall be assessed a pro rata part of the annual Dues for the year in which the earlier of two dates occur: (a) the first anniversary date such person becomes a Member of the Association, or (b) the date the home constructed on the Member's Lot is suitable for occupancy. Upon a person ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his or her annual Dues.

Section 8. Remedies of the Association for Nonpayment of Dues. Any Dues which are not paid when due shall be delinquent. If Dues are not paid within thirty (30) days after the due date, the Dues shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by applicable law, whichever is less, from the date of the delinquency until paid. In such case, the Association may accelerate, at its option, the entire unpaid balance of the Dues and may bring any action at law against the Member personally obligated to pay the same or foreclose the lien against such Member's Lot, and interest and collection costs, including reasonable attorney's fees, shall be added to the amount of such Dues. Each Owner by his or her acceptance of a Deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all action against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property. The lien provided for in this subsection shall be in favor of the Association and shall be for the benefit of all other Members. No Member may waive or otherwise escape liability for the Dues provided for herein by the non-use of the Common Areas, the abandonment of his or her Lot or Unit or by renunciation of membership in the Association.



Section 9. Subordination of Lien to First Mortgages. The lien of the Dues provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on said property. However, the sale or transfer of any Lot or Unit pursuant to foreclosure of a first mortgage or deed of trust shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but not the personal liability of the Member for the payment of Dues. No sale or transfer shall relieve the purchaser or transferee of a Lot or Unit from liability for, nor the Lot or Unit from, the lien for any Dues made or arising thereafter.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessment of Dues, charges and liens created herein:

- (a). All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority or devoted to public use;
- (b). All Common Areas; and
- (c). All properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessment of Dues, charges or liens.

ARTICLE VI MAINTENANCE

Section 1. Association Responsibilities. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Areas. The Association's responsibilities with respect to the Common Areas shall be to include the maintenance, repair and replacement of (i) the clubhouse, swimming pool, parking areas, walls and other improvements, if any, situated within the Common Areas and which have not been formally dedicated and adopted; (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Areas and which have not been formally dedicated and adopted; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Areas.

Section 2. Owner Responsibilities. Each Owner of a Lot, whether vacant or occupied, shall, except to the extent the Association has responsibility for the maintenance of Lots and homes located thereon pursuant to Section 1 of Article VI, keep and maintain his or her Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition.

ARTICLE VII EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement in, over, upon, across, under and through all of the Common Areas for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including, but without limitation, water, sewer, gas, telephone, electricity, cable television or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Areas and Lots to inspect and perform the duties of maintenance and repair of the Common Areas and Lots as provided for herein. Notwithstanding anything to the contrary in this Section, no sewers, electrical lines, or other utilities may be installed or relocated on the Property except as initially provided and approved by the Developers or thereafter approved by the Board. Should any utility furnishing a service covered by the general easement



herein provided request a specific easement to be a separate recordable document, Developers or the Association shall the right to grant such easement on the Common Areas without conflicting with the terms hereof.

Section 2. Easements for Developers. Developers hereby reserve for themselves, their successors and assigns, the following easements and right of ways in, over, upon, across, under and through any part of the Property owned by the Developers and the Common Areas for so long as Developers own any Lot primarily for the purpose of sale:

- (a). For the erection, installation, construction and maintenance of wires, lines, conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, cable television and other utilities;
- (b). For the construction of improvements on the Lots;
- (c). For the installation, construction and maintenance of storm water drains, public and private sewers, and for any other public or quasi-public utility facility;
- (d). For the use of the Common Areas and any sales offices and parking spaces in connection with their efforts to market Lots and/or Units; and
- (e). For the maintenance of such other facilities and equipment as in the sole discretion of Developers may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots and/or Units.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Areas to perform their respective duties and to enter upon each Lot to perform the maintenance required to be performed with respect to Lots and homes located thereon pursuant to Section 1 of Article VI.

ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures located thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developers or any builder of residences in the development from using any Lot owned by the Developers or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots in the development. The restrictions contained in this Section shall not apply to Common Areas.

Section 2. Common Areas. The Common Areas shall be used only by the Members and their agents, servants, family members, invitees and licensees for such purposes as may be authorized by the Council.

Section 3. Nuisances.

- (a). No unlawful, noxious or offensive activities shall be permitted on any Lot or upon the Common Areas, nor shall anything be done thereon which, in the judgment of the Committee or the Council, constitutes a nuisance, causes unreasonable noise or disturbance to others, or unreasonably interferes with other Owners' use of their Lots and/or

the Members' use of the Common Areas.

- (b). No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of a Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no horns, whistles or bells, except security devices used exclusively for security purposes, shall be located, used or placed upon the Property or any portion thereof.
- (c). All alarms or security systems with a siren, bell or other auditory warning device shall have an automatic feature to stop the siren, bell or auditory warning from sounding after a ten (10) minute period of time.

Section 4. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Committee of plans and specifications for the prevention and control of such erosion or siltation. The Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions for grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 5 of this Article.

Section 5. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval of the Committee of plans and specifications for the landscaping to accompany such construction or alteration.

Section 6. Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the Committee.

Section 7. Signs. No signs of any kind shall, without the Committee's prior written approval, be displayed for the public view on any Lot or any portion of a Structure except the following: (a) signs used by the Developers to advertise the Property during the construction and sales period; (b) signs indicating the builder of a residence on the Lot, provided that the same are no larger than nine square feet; (c) signs indicating that a Lot is "For Sale", provided that not more than one such sign shall be displayed on any Lot and that the same is no larger than nine square feet; and (d) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Committee.

Section 8. Lots and Setbacks. In approving plans and specifications for any proposed Structure, the Committee may establish setback and residence orientation requirements for the location of any Structure which are more restrictive than those established by the Plat. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks. Variances to those standards will only be given by the Committee when site conditions dictate the necessity in the Committee's sole discretion. For the purpose of this covenant, eaves, steps, open porches and uncovered decks shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any part of the building to encroach upon another Lot. Carports or roofed porches shall be considered as a part of the building. No Lot, other than a Lot owned by the Developers, may be further subdivided in size by any devise, voluntary or involuntary transfer, partition, judicial sale or other proceedings or process of any kind, except upon the prior approval of the Committee. In the event two (2) or more adjacent and contiguous Lots are purchased by the same person, those Lots may be combined to form one (1) Lot subject to the approval of the Committee and the approval of governmental authority. The Lot Owner shall bear the cost of surveying or any fees related to the consummation of this transaction.



Section 9. Walls and Fences. No wall or fence of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Committee of the plans and specifications for such walls or fences. In general, walls and fences are not encouraged within Hannahs Grove as they are often contrary to architectural and landscaping concepts as well as the sense of community that is promoted at Hannahs Grove.

Section 10. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Committee of the plans and specifications locating such roads and driveways. Such specifications shall include the proposed substance of concrete, stone or brick to be used in constructing such roads and driveways, which substance shall be satisfactory to the Committee. Parking spaces, garages and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape and compatibility with surrounding improvements.

Section 11. Antennae. No antennae, satellite dish or other device for the transmission or reception of television or radio signals shall be erected, used or maintained on the exterior of any Structure without the prior written approval of the Committee. In no event shall free-standing transmission or receiving towers be permitted. Digital satellite system dishes of not more than 20 inches in diameter are specifically allowed when the location of said dish is unobtrusively located and not visible from adjacent Lots or streets.

Section 12. Clotheslines. No outside clotheslines shall be placed on any Lot.

Section 13. Recreational Vehicles and Trailers. The Committee, in reviewing the plans and specifications for any proposed Structure, may require that special parking areas that are buffered with landscaping and/or other methods of screening be made available for recreational vehicles. No trailer, camper, boat or other recreational vehicle shall be parked on any Lot, except on such parking areas as specified by the Committee pursuant to this Section or within enclosure or behind screening in accordance with the plans and specifications submitted to and approved by the Committee. No abandoned cars, trucks, or other vehicles of any type shall be allowed on any Lot. No vehicle in an inoperative condition shall be kept in an area open to the view of the public or other Owners for a period in excess of fifteen (15) days. In the event of violation of this provision, such vehicle may be removed by any other Owner at the expense of the Owner of the Lot on which the vehicle is located.

Section 14. Recreational Equipment. Although recreational and/or playground equipment are permitted, they shall not be erected, installed or altered on any Lot without the prior written approval of the Committee of the plans and specifications for such Structures, and in no case shall any such improvements or equipment be placed forward of the rear corners of a dwelling.

Section 15. Accessory Structures. The Committee shall have the right to approve or disapprove the plans and specifications for any necessary structure to be erected on any Lot, and construction of an accessory structure may not be commenced until complete final plans and specifications shall have been submitted to and approved by the Committee.

Section 16. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in the development shall be undertaken and completed in accordance with the following conditions:

- (a). All construction shall be carried out in compliance with the laws, codes, rules, regulations and orders of all applicable governmental agencies and authorities.
- (b). All residences shall be single-family and "traditional" in style. The determination of whether or not a residence is "traditional" shall be decided by the Committee in its sole and uncontrolled discretion.



- (c). Concrete or concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot.
- (d). Each Lot Owner shall use and located on said Lot only one (1) mailbox. Said mailbox shall be of metal construction and subject to the approval of the Committee.
- (e). No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of constructing a dwelling or accessory structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.
- (f). No exposed, above ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Committee.
- (g). Adequate off-street parking shall be provided for each Lot.
- (h). All garages must have a minimum capacity of two (2) cars and have doors of raised panel construction, and each garage door must be coordinated with the dwelling to which it is appurtenant.
- (i). No window air conditioning unit may be located in any part of any dwelling or accessory structure. All exterior equipment (HVAC, pool pumps, etc.) shall be ground mounted and screened by fencing or planting of a density and height to hide the equipment effectively, which fencing and planting shall first be approved by the Committee.
- (j). No plumbing vent shall be placed on the front side of any roof of any dwelling or accessory structure.
- (k). Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to curbing, sidewalks, or street resulting from construction on such Lot. Any damage to curbing or sidewalks must be repaired by completely replacing all affected sections of the same. Repairs of such damage must be made as soon as reasonably possible, but in no event not more than thirty (30) days after completion of such construction.
- (l). No bird baths, fish ponds, flag poles, lawn sculpture, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishing are permitted on the front or side of any Lot without prior approval of the Committee, but such items may be placed in the rear of a Lot without approval of the Committee. In the event of any dispute whether a particular portion of a Lot constitutes the front, side or rear of the Lot, such issue shall be determined by the Committee and its determination shall be binding upon all parties.
- (m). No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy, shall be constructed or placed on any Lot unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvements. Above ground electrical transformers and other equipment may be permitted if properly screened and approved by the Committee. In addition, all gas, water, sewer, oil and other pipes for gas and liquid transmission shall also



be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

- (n). Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be concealed within buildings, be concealed by means of a screening wall or material similar to and compatible with that of the building, or concealed by sufficient landscaping to provide a permanent screen from view of surrounding property. These elements shall be integrated with the building plan, be designated so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. No garbage or trash incinerator shall be permitted on any Lot.
- (o). All exterior lighting shall be approved by the Committee as to design, location, construction and materials prior to installation on any Lot. Exterior lighting of buildings for security and/or decoration shall be limited to concealed uplighting or downlighting. No color lens or lamps are permitted. No provide outside street lights or lighting of similar kind or character shall be erected on any Lot without the prior approval of the Committee.
- (p). No private resident erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required; nor shall any resident when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions and restrictions herein set forth. All construction on a Lot shall be completed within twelve (12) months from the date of excavation therefor, provided that the Committee may extend such time when in its opinion conditions warrant such extension.
- (q). All yard maintenance equipment and other similar items shall be stored out of view of other Lot Owners.
- (r). All above-ground exterior foundation walls shall be veneered with brick or stone or decorative stucco on stucco houses. Windows must be vinyl or vinyl-clad wood unless otherwise approved by the Committee.
- (s). No dryer or stove vents shall be at the front of any house.
- (t). No out-buildings such as tool sheds, carports, or detached garages shall be build unless approved by the Committee. Any such out-buildings shall be in substantial conformity with the architectural design and materials used for the main dwelling.

Section 17. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure or enclosure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said structure have first been approved by the Committee. Not more than two (2) dogs or two (2) cats may be kept on any Lot. All animals shall be kept confined and on a leash.

Section 18. Building Construction Standards.

- (a). Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Exterior materials shall be brick, stone, stucco, Dryvit, or other material approved by the Committee. No simulated brick or stone shall be permitted. All fireplaces and chimneys must be of masonry construction, unless otherwise approved by the Committee.

- (b). Finish colors shall be applied consistently to all sides of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surrounding and other adjacent property. All exterior wood, excluding decks, but including hand rails, banisters, etc., must be painted or stained. All exterior colors (including color of trim and appurtenances) shall be approved by the Committee.
- (c). Exterior window and door trim and similar decorations shall all be of the same color and materials, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible. Facia, gutters and down spouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.
- (d). All exterior mechanical equipment, including but without limitation, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen.
- (e). Unless otherwise approved by the Committee, roofing materials must be one of the following: 300 pound architectural dimensional shingle with colors of weathered wood, slated blend, or charcoal gray; "supra-slate" or approved equal; or slate. Roof pitch must be 8/12 or steeper unless otherwise approved by the Committee.

Substitutions of comparable appearance and quality may be permitted by the Committee in its discretion.

Section 19. Landscaping and Open Space Standards. Each Lot shall be landscaped according to plans approved by the Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping as approved by the Committee shall be installed no later than thirty (30) days following completion of any building with weather permitting.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement.

- (a). The Developers, the Association, the Committee, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Additionally, any non-Owner Members shall have the right to enforce, by any proceeding at law or in equity, all such covenants, conditions, restrictions, easements, liens and charges now or hereafter imposed by the provisions of this Declaration to the extent they relate to the Common Areas. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b). The Association shall have the right of abatement and/or enforcement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Association, through its officers and agents to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish; remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, the Association, the Developer or any Owner may prosecute proceedings at law for the recovery of damages against those violating or

attempting to violate this Declaration, and/or to maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions, for the purpose of preventing or enjoining any such violations or attempted violations, and/or to have any such violation removed from the lot or cured. All costs and expenses incurred by the Developer, the Association, or any Owner in curing or correcting any breach or in initiating and prosecuting any proceeding(s), including but without limitation, court costs and reasonable attorney's fees, shall constitute a lien upon the Lot(s) of any affected Owner(s), which lien shall be subject to being enforced as herein provided or as provided at law or in equity.

- (c). The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided at law. If the Developer, the Association, the Committee, the Council, the Board, any Member or any other Person or Persons owning a Lot shall successfully prosecute in law or in equity an action pursuant to this or any other enforcement section of these covenants or restrictions, then that party shall be entitled to receive its reasonable attorney's fees and the costs reasonably necessary to prosecute the case against the party violating the covenants and restrictions herein.
- (d). If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other Person or Persons owning any Lot situated in the development or, if such violation relates to the Common Areas, any Non-Owner Member to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Section 2. Severability. If any provisions of this Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for the successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed for record in the Register's Office for Knox County, Tennessee.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, covenants, conditions, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided in this Declaration shall be in writing and shall be addressed to any Owner at his or her Lot, and Non-Owner Member at his or her Unit or at such other address as hereinafter provided. Notices to the Developers shall be in writing and shall be addressed to 5310 White



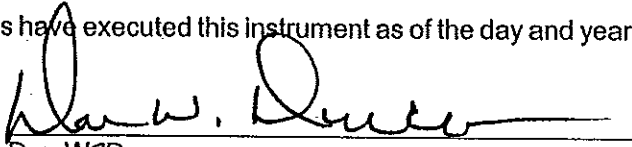
Blossom Way, Knoxville, Tennessee 37918, or at such different address as disclosed in a written notice of change of address furnished to all Owners and Members. Any Owner or Member may designate a different address for notices to him or her by giving written notice to the Developers. All notices to Owners, Members and the Developers shall be deemed delivered upon mailing by United States certified mail, return receipt requested, or which delivered in person.

Section 7. Waiver and Modification.

- (a). Developers hereby reserve the right in their absolute discretion at any time before a sale of any Lot or Unit to a third party to annul, waive, change or modify any of the terms and provisions contained herein and shall have further the right to change the size of or locate or relocate any of the Lots, parcels, streets or roads shown on the Plat of Hannahs Grove. The Developers may also amend these covenants and restrictions at any time for the purpose of curing any ambiguity or inconsistency between the provisions contained herein, without the joinder or consent of any other Owner or Member.
- (b). Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by the Developers, if Developers are the owners of any Lot then subject to this Declaration; provided, further, to the extent such amendment relates to the Common Areas, such amendment shall not be effective unless signed by at least seventy-five percent (75%) of the Members. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Register's Office for Knox County, Tennessee. Every purchaser or grantee of any interest in any Lot made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that this Declaration may be amended as provided in this Section.

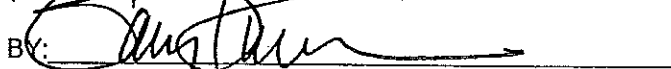
Section 8. Assignment or Transfer. Any or all of the rights and powers, titles, easements and estates reserved or given to the Developers in this Declaration may be assigned to any one or more assignees which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developers and Developers shall thereupon be released therefrom.

IN WITNESS WHEREOF, the Declarants have executed this instrument as of the day and year first above written.


Don W. Duncan


Rosa Lee Duncan

SENTINEL BUILDERS, INC.
(owner of Lots 22 & 23)

By: 
Gary Duncan, President



Stephen B. Summers
Stephen B. Summers (co-owner Lot 4)

Leigh Ann Summers
Leigh Ann Summers (co-owner Lot 4)

Lowell J. Beeler
Lowell J. Beeler (co-owner Lot 5)

Sharon D. Beeler
Sharon D. Beeler (co-owner Lot 5)

Ginger N. Wyatt
Ginger N. Wyatt (co-owner Lot 6)

Chadrick L. Wyatt
Chadrick L. Wyatt (co-owner Lot 6)

Jerry A. Moss
Jerry A. Moss (co-owner Lot 8)

Donna S. Moss
Donna S. Moss (co-owner Lot 8)

James B. Dalton
James B. Dalton (co-owner Lot 12)

Shirley M. Dalton
Shirley M. Dalton (co-owner Lot 12)

Dale Workman
Dale Workman (co-owner Lot 21)

Linda Workman
Linda Workman (co-owner Lot 21)

Henry M. Goranflo
Henry M. Goranflo (co-owner Lot 24R)

Helen P. Goranflo
Helen P. Goranflo (co-owner Lot 24R)



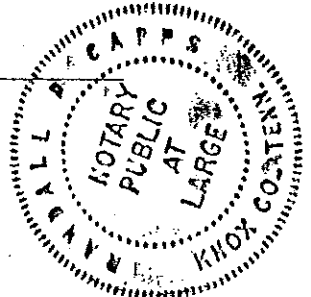
State of Tennessee
County of Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, Don W. Duncan and Rosa Lee Duncan, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 18 day of July, 2005.


Notary Public

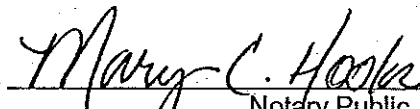
My Commission Expires: 12-27-05



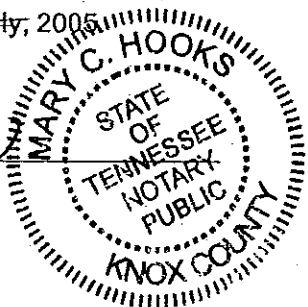
State of Tennessee
County of Knox

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Gary Duncan, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Sentinel Builders, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office in Knox County, this 3rd ^{NOVEMBER} day of ~~July~~, 2005.


Notary Public

My Commission Expires: SEPTEMBER 3, 2008



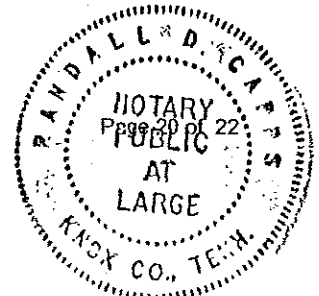
State of Tennessee
County of Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, Stephen B. Summers and Leigh Ann Summers, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 18 day of July, 2005.


Notary Public

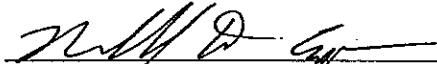
My Commission Expires: 12-27-05



State of Tennessee
County of Knox

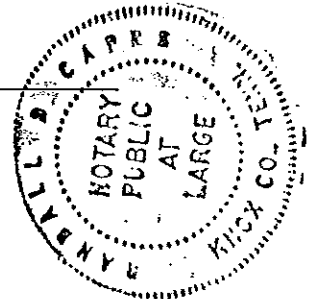
Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, Lowell J. Beeler and Sharon D. Beeler, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 16 ^{September} day of ~~July~~, 2005.



Notary Public

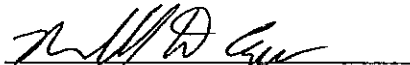
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State of Tennessee
County of Knox

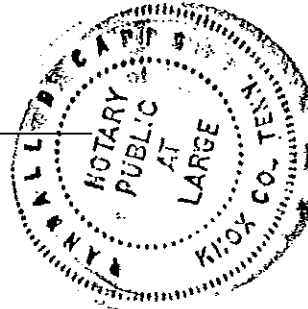
Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, Ginger N. Wyatt and Chadrick L. Wyatt, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 19 ^{October} day of ~~July~~, 2005.



Notary Public

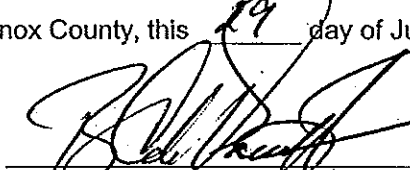
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State of Tennessee
County of Knox

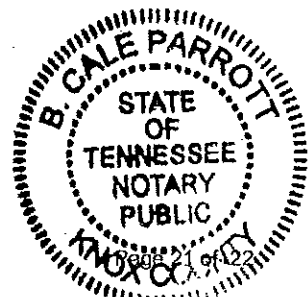
Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, Jerry A. Moss and Donna S. Moss, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 19 day of July, 2005.



Notary Public

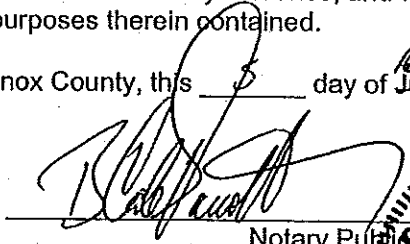
My Commission Expires: 11-8-05



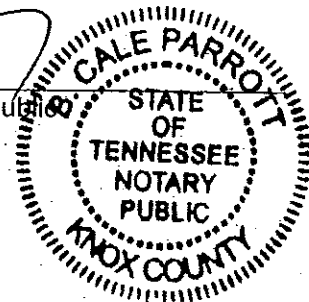
State of Tennessee
County of Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, James B. Dalton and Shirley M. Dalton, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 5 day of ^{August} July, 2005.



Notary Public

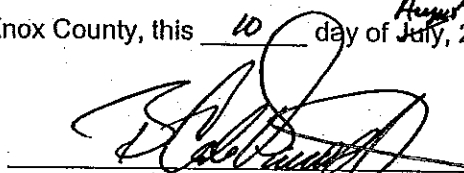


My Commission Expires: 11-8-08

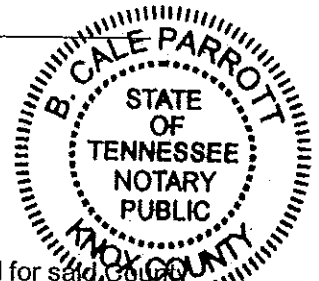
State of Tennessee
County of Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, Dale Workman and Linda Workman, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 10 day of ^{August} July, 2005.



Notary Public

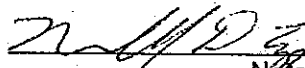


My Commission Expires: 11-8-08

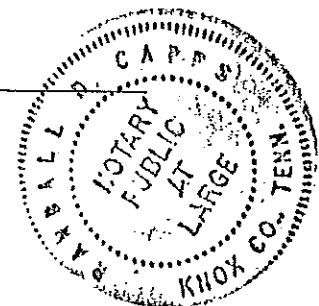
State of Tennessee
County of Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, Henry M. Goranflo and Helen P. Goranflo, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 21st day of July, 2005.



Notary Public



My Commission Expires: 12-27-05

