

THIS INSTRUMENT PREPARED BY:
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SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE GLEN AT HARDIN VALLEY SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into this 24th day of May, 2007 by TTBS DEVELOPMENT, LLC, a Tennessee limited liability company (the "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Tennessee as a non-profit corporation The Glen at Hardin Valley Subdivision Homeowners Association for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Glen at Hardin Valley Homeowners Association, Inc. The Charter of The Glen at Hardin Valley Homeowners Association, Inc., is attached as Exhibit A.

(b) "Properties" shall mean and refer to all such existing properties as shown by the recorded map of record in Instrument No. 200705240096288, Register's Office of Knox County, Tennessee, and additions thereto, pursuant to Developer's Rights are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land which Developer proposes to convey and transfer to the Association for the common use, benefit, and enjoyment of the owners of the Properties. Common Properties include the areas marked on the record map as common areas. Conner Creek

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stream buffers area which is 100 feet side (50 feet from centerline) and the associated tributaries which are 30 feet wide (15 feet from centerline), the front entrance signs and associated landscaping, as shown on Exhibit "F" of Master Deed, and the walkways where installed which are 10 feet wide (5 feet from centerline). The terms and phrases common properties and common areas shall have the same meaning.

(d) The common amenities such as the pool covenants shall mean the restrictive covenants embodied in this agreement. Restrictions shall mean the same as covenants.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(f) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple legal title to any Lot or Unit situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to a mortgagee or deed of trust beneficiary unless and until such mortgagee or beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Master Deed" shall mean and refer to the Master Deed recorded or to be recorded for the Horizontal Property Regime known as The Glen at Hardin Valley Condominiums.

(i) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

(j) "Traditional Architecture" shall be defined as residential architecture categorized as a Williamsburg, Cape Cod, 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.

(k) "Director" shall mean and refer to a Director of or Member of the Board of Directors of The Glen at Hardin Valley Homeowners Association.

(l) "Board of Directors" shall mean and refer to the Board of Directors of The Glen at Hardin Valley Homeowners Association, as set forth in the Bylaws in Exhibit B.

(m) "Subdivision" shall mean and refer to The Glen at Hardin Valley Subdivision, Unit 1, and such additional units as shall be made subject to these restrictions hereafter as provided in Article II.

(n) "Unit" shall mean and refer to any Unit as defined in the Master Deed.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THEREOF

SECTION 1. EXISTING PROPERTY. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Knox County, Tennessee, and is more particularly described as follows:

SITUATED in the Sixth Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being all of that property shown on the map of THE GLEN AT HARDIN VALLEY SUBDIVISION of record in Inst. No. 2007052400 96288, Register's Office, Knox County, Tennessee. Also that property to be The Glen at Hardin Valley Condominiums as set forth in the Master Deed of record in Instrument No. 2007052400 96290 Register's Office of Knox County, Tennessee.

SECTION 2. ADDITIONAL PROPERTY. The real property that may be added or phased by the Developer, pursuant to the Developer's rights, more particularly described as follows:

SITUATED in the Sixth Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being a tract of land located between the west right of way line of Hardin Valley Road and the east right of way line of Sam Lee Road and being more particularly described as follows:

BEGINNING on a found iron pin in northwest right of way line of Hardin Valley Road (63.1 feet from centerline), corner to Unit 1, Brighton Farms (Cab. L, Slide 16B), said iron pin being located 351.6 feet, more or less, from the right of way intersection with Brighton Farms Blvd; thence along the northwest right of way line of Hardin Valley Road, S28-49-01W 400.02' to a set iron pin, corner to Wm. F. Jones; thence along the line of Wm. F. Jones, N27-04-22W 176.48' to a found iron pin; thence along an area to be conveyed to Wm. F. Jones, two (2) courses and distances as follows: N36-52-07W 70.00' to a point; thence S52-58-47W 494.71' to a set iron pin in the line of Knox County; thence along the line of Knox County, N35-16-20W 1524.83' to a found iron pin, corner to Clark; thence along the line of Clark two (2) courses and distances as follows: N35-17-08W 636.44' to a found iron pin; thence N35-07-38W 1211.99' to a set iron pin in the newly established southeast right of way of Sam Lee Road (30 feet from centerline); thence into an area that will be dedicated as a part of the right of way of Sam Lee Road, three (3) courses and distances as follows: N35-08-19W 8.75' to a point; thence N51-42-51E 675.41' to a point; thence S37-48-07E 9.15' to a set iron pin in the newly established southeast right of way of Sam Lee Road (30 feet from centerline), corner to Brighton Farms, Unit 3 (Cab. P, Slide 94D); thence along the line of Unit 3, Brighton Farms, two (2) courses and distances as follows: S37-48-07E 871.79' to a found iron pin; thence S37-41-36E 353.75' to an existing iron pin, corner to Brighton Farms, Unit 2; thence along the line of Unit 2, Brighton Farms, S37-50-40E 431.83' to a found iron pin, corner to Brighton Farms, Unit 1; thence along the line of Unit 1, Brighton Farms, two (2) courses and distances as follows: S37-50-17E 1126.78' to a set iron pin; thence S37-47-31E 671.49' to the POINT OF BEGINNING as shown by survey of Benjamin J. Moonman, RLS 1501, dated March 16, 2006, project no. 05231. Less and except all of that property shown on the map of THE GLEN AT HARDIN VALLEY SUBDIVISION of record in Inst. No. 200705240096288, Register's Office, Knox County, Tennessee, and by the Master Deed of record in Instrument No. 200705240096290, Register's Office of Knox County, Tennessee.

Being the same property conveyed to TTBS Development, LLC by Deed dated April 28, 2006 and recorded as Instrument No. 200605010091047 in the Register's Office for Knox County, Tennessee.

Any such subsequent Declarations of Covenants and Restrictions once approved by said Developer shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all lots of The Glen at Hardin Valley Subdivision.

ARTICLE III MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. Every person or entity who is the owner of a fee or undivided fee interest in any Lot or Unit shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a lot and expires upon the transfer or release of said ownership interest.

SECTION 2. VOTING RIGHTS.

(a) Following the Developer Control Period, the Owner or Owners of each Lot or Unit shall collectively have one (1) vote in the affairs of the Association. Except as otherwise required by the Charter, the Covenants Deed, Master Deed, or any law, the affirmative vote of a majority of the votes represented at any duly called Members' meeting at which a quorum is present shall be binding upon the Members, upon matters that are permitted to be voted upon by the members according to the Charter and Bylaws. A record date shall be established by the Board and announced in the notice of the meeting. The election of directors shall be by a secret ballot.

(b) A Member shall be deemed to be in good standing and entitled to vote at any annual meeting or at any

special meeting if and only if all Common Expense Assessments appertaining to his or her Lot(s) or Unit(s) have been paid, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or her and to his or her Lot or Lots, at least three (3) days prior to the date fixed for such meeting.

SECTION 3. BOARD OF DIRECTORS. Following the Developer Control Period, the Association shall be governed by a Board of Directors to be elected annually by the membership. The initial Board shall consist of five members. Election, term and duties are governed by the Bylaws.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 2. TITLE TO COMMON PROPERTIES. The Developer may retain the legal title to the Common Areas until such time as in the opinion of the Developer the Association is financially able to maintain the same. Prior to such time, the Association shall execute a note and deed of trust in favor of the Developer or its designee to secure payment for the improvements. At such time the Developer shall convey and transfer the Common Areas to the Association.

SECTION 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Members in and to the Common Areas, including, but not limited to the rights to prevent the sale or confiscation of said Common Areas from creditors or lien holders of the Association.
- (b) the right of the Association, as provided in its Charter and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (c) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas and promulgate rules and regulations ("Rules and Regulations") for the use thereof; and
- (d) the right of the Association to dedicate or transfer all or any part of the Common Areas or areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors of the Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by a least three members of the Board of Directors at a duly constituted board meeting.
- (e) the rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Area in a phase of The Glen at Hardin Valley Subdivision, or in the condominium area in which such Member is not a resident. Common Area belonging to the Association shall result in membership entitlement, notwithstanding the phase or unit in which the Lot is acquired, which results in membership rights as herein provided.

SECTION 4. PARKING RIGHTS. The Developer shall have the absolute authority to determine the type and number of parking spaces in The Common Areas and to regulate and develop said parking until such time as the Association obtains authority over the same. Once the Association obtains authority over the Common Areas wherein said parking is situated, it shall have the absolute authority to regulate the maintenance and use of the same.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. DEVELOPER ASSESSMENTS. The Developer shall have the right to determine and set the annual assessment for the first year from and after the establishment of the Association. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for the first year. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided. In view of the fact that Developer shall incur all of the initial costs of constructing, building, and installing common facilities, incurring most of the initial maintenance costs of same, and subsequently transferring said Common Areas to the Association at a cost to be determined at the time of transfer, the Developer shall not be required to pay on lots owned by it any monthly, annually or special assessment required hereunder or levied by the Association.

SECTION 2. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. It shall be the duty of the Board of Directors to notify each owner of any change in the annual assessment or any special assessments and the due date of such assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such owner. The due date of any special assessment hereof shall be fixed in the resolution authorizing such assessment.

SECTION 3. COMMON EXPENSE ASSESSMENTS.

(a) Every Lot and Unit Owner by acceptance of a Deed to a Lot 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. The first annual assessment shall become due and payable on the first day of the month following the lapse of thirty (30) days from the date of the sale of the first lot in The Glen at Hardin Valley Subdivision. Thereafter, as each person or entity becomes a Member, such new Members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment. Following the final completion of a Lot or Unit, as evidenced by the issuance of a Certificate of Occupancy by the appropriate government authorities, the Developer shall not be obligated to pay Assessments attributable to such completed Lot or Unit until it is sold or transferred to a third party.

(b) Common Expenses attributable to fewer than all Lots or Units shall be allocated in the following manner:

- (i) any insurance premium increases attributable to a particular Lot or Unit by virtue of activities in or construction of the lot shall be assessed to the lot.
- (ii) if a Common Expense is caused by the negligence or misconduct of a Lot or Unit Owner, the Association may assess that expense exclusively against that Owner's Lot or Unit.
- (iii) Fees, charges, late charges, fines, collection costs, and interest charged against a Lot or Unit Owner pursuant to terms of the Covenants, the bylaws and the rules and regulations, are enforceable as Assessments.

(c) The initial assessment shall be \$600.00 per year, per Lot or unit, payable in increments of \$50.00 each, on the first day of each month, beginning with the purchase of the first Lot or Unit with the amount due being prorated on a fiscal year basis, as each lot is purchased and/or a Certificate of Occupancy has been issued, in the case of lots or units owned by the Developer. At initial closing the Buyer shall pay the yearly assessment prorated for the remainder of the year. Thereafter, the Board of Directors may increase the assessment annually, by no more than ten percent (10%). Any assessment increase in excess of ten percent (10%) must first be approved by two-thirds percent of all the votes eligible to be cast by all the Lot and Unit Owners, at a duly called meeting. In determining the amount of increase in the assessment, the Board and Lot and Unit Owners shall be required to provide an amount reasonably sufficient to pay all Common Expenses. However, taxes and insurance which increases the percentage of the increase greater than the ten percent (10%) shall not require the approval of two-thirds percent of the Lot or Unit Owners.

(d) The Developer is constructing amenities on the common property of the subdivision. The cost of such amenities have not been determined. The developer or its designee shall be allowed to recover its costs through payment by the homeowners association. Before conveyances of legal title of the common areas to the homeowners association, the homeowners association shall execute a note and a deed of trust to secure the

payment of developer's or its designee's costs. The developer shall then transfer the common areas and amenities to the homeowners association. The note and Deed of Trust may be executed by the Developer as the Homeowners Association pursuant to its reserved developer's rights. Nothing in this paragraph shall abrogate the responsibility of the homeowners association to maintain and insure the common areas and amenities prior to transfer of legal title. The note is to be repaid over a period of five (5) years by the homeowners association with interest at the rate of 7.5% on any unpaid balance.

(e) The Board of Directors may levy a Special Assessment applicable for the purpose of defraying, in whole or in part, repair or replacement of the General Common Elements, including necessary fixtures, equipment and other personal property related thereto or for other lawful purposes, provided that any such Special Assessment shall be apportioned in the same manner as the regular Assessments and shall receive the assent of two-thirds percent of a quorum present of the votes eligible to be cast by all the Lot and Unit Owners.

(f) The Association shall have a lien against a Lot or Unit for default in payment of the Assessments, such lien shall also secure the payment of interest, costs (including recording costs, court costs, discretionary costs and delivery fees) and reasonable attorney's fees in accordance with applicable law. The Assessments together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person(s) who was the Owner at the time the Assessments fell due. The personal obligation of the lot or unit owner for delinquent Assessments, in addition to the lien on the lot or unit, shall not be deemed to pass to any successors, unless expressly assumed by them or unless required by law. However the lien on the lot or unit shall continue on the lot or unit until paid, along with any new assessments made against the lot or unit, with or without the filing of a notice of lien. All record Owners shall be jointly and severally liable with respect to the Assessments.

(g) No offsets against any Common Expense Assessments shall be permitted for any reason whatsoever, including, without limitation, any claim that the Association is not properly discharging its duties. Further, no Lot or Unit Owner may be exempt from contributing to the Common Expense Assessments by waiver of use or enjoyment of the Common Elements or by abandonment of any unit or otherwise.

(h) Assessments and installments thereon paid on or before ten (10) days after the date when due, shall not bear interest, but, all sums not paid on or before ten (10) days after the date when due, shall bear interest at the rate of eighteen (18%) per cent, per annum, or the maximum rate allowed by applicable law, whichever is greater, from the date when due, until paid. All payments received to the account shall be first applied to interest and then to the Assessments payment first due. In addition thereto, there shall be a penalty of \$25.00 for each delinquency of more than 30 days from the due date.

(i) In any foreclosure of a lien for Assessments, the owner of the lot subject to the lien shall be required to pay a reasonable rental for the Lot or Unit, and the Association shall be entitled to the appointment of a receiver to collect such rental.

(j) To the extent permitted by the Act, any lien which the Association may have against a Lot or Unit under the Act and/or pursuant to the terms of the Covenants for Assessments, shall be subordinate to the lien or equivalent security interest of a first Mortgage on the Lot or Unit recorded prior to the date any such lien for Assessments was recorded.

(k) To the extent permitted by the Act, any Mortgagee holding a first mortgage on a Lot or Unit who obtains title to the Lot or Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, is not liable for the Assessments pertaining to such Lot or chargeable to the former Lot Owner which became due prior to such acquisition of title. Such unpaid Assessment shall be deemed to be a Common Expense collectable from all of the Lot Owners. Any such sale or transfer pursuant to a foreclosure, however, shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of any Assessments made thereafter the Mortgagee or its successor, acquire title to the Lot. Such foreclosure, or transfer in lieu of foreclosure, shall in no way affect, limit or abrogate the personal liability of the predecessor Lot Owner for such unpaid Assessments, and the Association's rights with respect to such predecessor Lot Owner shall not be diminished, and said Association shall have all legal remedies available to it, with costs of collection and reasonable attorney fees being specifically agreed to by the Lot Owners. Purchasers who acquire title pursuant to foreclosure and deeds in lieu of foreclosure are required to immediately notify the Association of such acquisition of the lot. The lien for assessments shall attach to the lot for the new owner on the date of execution of the deed or the date of foreclosure, whichever is earlier, unless a

valid contract was entered into by the Trustee, Mortgagee and Buyer on the dated of foreclosure, in which the date of the deed will control, unless greater than 30 days from the date of foreclosure.

SECTION 4. PERCENTAGE OF ELIGIBLE MORTGAGES. Wherever in the Covenants the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding security interests in Lots which in the aggregate have allocated to them such specified percentages of votes in the Association when compared to the total allocated to all Lots then subject to security interests held by Eligible Mortgagees.

SECTION 5. AMENDMENT TO DOCUMENTS. Except as otherwise provided herein, the Covenants may be amended in accordance with the following provisions:

(a) No amendment shall be made to change the lots from residential use to allow any type of commercial or business use, except that reserved by the developer during the Developer Control Period.

(b) Any amendment shall be approved by a vote of at least two-thirds percent of all Lot and Unit Owners pursuant to the terms and conditions of the By-Laws.

(c) No amendment shall change any Lot Owner's Allocated Interest, unless pursuant to Phasing, or addition of units or land, or affect the priority of any Mortgage, unless the record Owner of the Lot or Unit affected and all lienholders thereon give their approval in writing.

(d) The amendment shall be executed by the directors or officers as the case may be of the Association and duly recorded in the Register's Office for Knox County, Tennessee. Provided, however, that in the event the Developer is exercising its right to Amend the Covenants pursuant to terms hereof, such signature by directors, officers or members of the Association shall not be required. The Developer shall certify that the amendment has been adopted pursuant to the particular terms of such provisions granting the authority of the Developer to so amend the Covenants. Further, during the Developer Control period, the Developer shall be entitled to sign and record any amendment so adopted pursuant thereto, without any vote or meeting of any members, officers or Board of Directors.

(e) Notwithstanding anything to the contrary herein contained, during the Developer Control Period, the Developer shall have the right to amend the Covenants, the Charter and By-Laws, so as to conform with applicable laws, governmental regulations, and statutes. Further, the Developer may amend the Covenants, Charter and By-Laws to correct any inconsistencies, inadequacies or further define vague terms therein, for any purpose and also to meet any requirements of lending institutions and agencies, including but not limited to HUD, FNMA, etc, and to make consistent any parts of this document that are discovered as being inconsistent with this document, the Master Deed, the Charter or bylaws, or for the purpose of Phasing by adding any of the land or units on the Condominium Regime described in Section 2.

SECTION 6. ASSOCIATION. The operation of The Glen at Hardin Valley Subdivision shall be conducted by The Glen at Hardin Valley Subdivision Homeowners Association, Inc., which shall fulfill its functions pursuant to the following Provisions:

(a) The members of the Association shall be the Lot and Unit Owners.

(b) Notwithstanding the duty of the Association to maintain and repair portions of the Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the Property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other Owners or persons.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Lot.

SECTION 7. DEVELOPER'S RESERVED RIGHTS. The Developer hereby reserves the following rights:

(a) The right by amendment to the Covenants, to create additional Lots or Units, Common Areas, and to Phase additional land described in Article II, Section 2.



(b) The right to construct underground utility lines, pipes, wires, conduits and other facilities across the Land for the purpose of furnishing utility and other services to buildings and improvements to be constructed.

(c) The right to withdraw and grant easements to public utilities, municipalities, the State of Tennessee, riparian owners etc., so as to effectuate the development plan.

(d) The right to maintain ingress and egress easements over and upon the Common Areas for purposes of construction and repair.

(e) The right to own, post signs and displays on the Common Areas to promote sales of The Glen at Hardin Valley Subdivision, and to conduct sales activities.

(f) The right to store and secure construction materials on the Common Areas.

(g) The right to add common areas that are located within the common elements of the Condominium Regime as established by the Master Deed. The areas will be marked or indicated as common areas or properties upon the maps or plats attached as exhibits to the Master Deed. Upon such recording of the Master Deed and indication of such areas, and upon later conveyance by the Developer to the Homeowners Association by deed of these common areas, the Homeowners Association shall own and have the responsibility of maintaining these common areas. Notwithstanding the foregoing, the Developer shall have the right to convey all stream buffer areas, walkways, and front sign area by easement or in fee to the Homeowners Association. The areas so conveyed or indicated on the maps attached to the Master Deed shall not be a part of the common elements of the Condominium Regime.

(h) Notwithstanding anything to the contrary herein contained, during the Developer Control Period, the Developer shall have the right to amend this Declaration of Covenants and Restrictions, so as to conform with applicable laws, governmental regulations and statutes. Further, the Developer may amend the Declaration of Covenants and Restrictions to correct any inconsistencies, inadequacies, or further defined vague terms therein, for any purpose and also to meet any requirements of lending institutions and agencies, including, but not limited to HUD, FNMA, etc. and to make consistent any parts of this document that are discovered as being inconsistent.

SECTION 8. LIMITATIONS ON DEVELOPER'S RESERVED RIGHTS. The Developer's Reserved Rights are limited as follows:

(a) The Developer's Reserved Rights may be exercised at any time, but not more than seven (7) years after the recording of the Covenants.

(b) The Covenants shall not be construed to constitute a cloud on the Developer's title rights on additional improvements, nor shall it impose any obligation on the Developer or any other person or entity to acquire, improve, develop, or annex any portion of any land. The rights of the Developer under the Covenants may be assigned to any successor(s) by an express assignment in recorded instrument, including without limitation, a Deed, an Option, or a Lease. The Covenants shall not be construed in any way to limit the right of the Developer at any time prior to such an assignment, to establish additional licenses, reservations and rights of way to themselves, to utility companies or to others as may be reasonably necessary to the proper development and disposal of property owned by the Developer.

SECTION 9. PHASING. No assurances are made by the Developer regarding any additional improvements, except as indicated on the plat, as to where the Developer will exercise Developer's Reserved Rights, or the order in which such portions, or all of the areas, will be developed. The exercise of the Developer's Reserved Rights as to some improvements will not in any way obligate the Developer to exercise them as to other portions.

SECTION 10. DEVELOPER CONTROL PERIOD AND TRANSFER. The Developer shall control seventy-five (75%) percent of all votes in the affairs of the Association during the initial period. (the "Developer Control Period"). During the Developer Control Period, the Developer shall be entitled to, among other things, appoint and remove the officers and members of the Board of Directors. The Developer shall relinquish all rights through which they may directly or indirectly control, direct, modify or veto any action of the Association, its Board of Directors or a majority of Lot Owners and control of the Association shall pass to the Owners of the Lots, not later than the earlier of the following:

(a) Four months (4) after the date by which ninety-eight (98%) per cent of the total lots and units have been conveyed by recorded deed, or

(b) Seven (7) years from the date of the execution of this document, provided, however, that following the transfer, nothing herein shall be construed to limit the Developer's Rights to exercise the votes allocated to the Lots which the developer may own.

(c) Nothing shall prohibit the Developer from assigning his rights to the homeowners association earlier than the times specified above, and such assignment, upon recording, will terminate the Developer's rights and control period.

SECTION 11. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Areas as defined in Article I, Section I hereof, (c) all properties exempted from taxation by the laws of the State of Tennessee or United States of America 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 assessments, charges or liens.

SECTION 12. MANAGEMENT. The Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the Common Areas and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

ARTICLE VI DURATION

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2029 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of lots it is agreed to change said covenants in whole or in part. Notwithstanding the foregoing, these covenants may be amended as provided in Articles XXIII and XXIV hereafter.

ARTICLE VII ENFORCEMENT

If a Lot or Unit Owner shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any Owner as defined herein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE VIII SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

ARTICLES IX THROUGH XXII APPLY TO LOTS ONLY.

ARTICLE IX LAND USE AND BUILDING TYPE

All lots in the Subdivision shall be known and designated as residential lots unless otherwise noted. Articles IX through XXIII shall apply to the lots exclusively.

No structures shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and a private attached garage except by approval and sanction of The Glen at Hardin Valley Subdivision Architectural Review Committee.

ARTICLE X
BUILDING LOCATION

No building shall be located on any Lot nearer to any boundary line than setbacks as noted on the subdivision plat, or required by the Knox County Zoning Ordinance and/or subdivision regulations, which zoning ordinance and subdivision regulations shall be controlling and the appropriate County Zoning Authority shall have the exclusive authority to permit or deny variances in hardship cases as to the rear, side, or front setback requirements.

ARTICLE XI
DIVISION OF LOTS

Not more than one single family dwelling may be erected on any one lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the explicit purpose of increasing the size of another lot.

ARTICLE XII
THE GLEN AT HARDIN VALLEY SUBDIVISION
ARCHITECTURAL REVIEW COMMITTEE

No building ("Structure") shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and a plan showing the location of a dwelling have been approved in writing by The Glen at Hardin Valley Subdivision Architectural Review Committee (the "Architectural Review Committee" and sometimes the "Committee") as to quality of workmanship and materials, harmony of exterior design (including paint colors), with existing structures and as to location with respect to topography and finish grade level and elevation. The Architectural Review Committee shall be composed of three members appointed by the Developer. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member of the Committee, the Developer shall have the exclusive authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Committee or its designated representative fails to approve or disapprove such plans or specifications within twenty (20) days after the same have been submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fully complied with. Further, such plans must be left with the Architectural Review Committee during the period of construction after approval. Further, if no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and the covenants shall be deemed to be fully satisfied. The Developer or its successor or assigns shall continue to have the exclusive authority to appoint the Members of the Architectural Review Committee during the Developer Control Period. After the Developer Control Period expires, the Architectural review Board shall consist of three Board Members appointed by the Board of Directors.

SECTION 1. PURPOSE, POWERS AND DUTIES OF THE ARCHITECTURAL REVIEW COMMITTEE. The purpose of the Architectural Review Committee is to assure that the installation, construction, or alteration of any structure or any Lot is submitted to the Architectural Review Committee for approval (i) is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Properties; and (ii) as to the location of the structures is consistent with surrounding structures with respect to topography and finished ground elevation. To the extent necessary to carry out such purpose, the Architectural Review 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 purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

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 therefore shall have been first submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be in such form and shall contain such information as may be



reasonably required by the Architectural Review Committee, including, without being limited to:

- (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 including the number thereof;
- (b) floor plans;
- (c) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling 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 landscaping and grading;
- (f) garage door design;
- (g) samples of building and paint materials to be used.
- (h) a comprehensive landscaping plan for each homesite must be designed by a registered Landscape Architect or person of similar competence and must be submitted to and approved by the Architectural Review Committee.
- (i) each property shall have at least six (6) shade trees of which no less than three (3) shall be located in the front and along the sides of the main dwelling structure. The type of tree shall be subject to the approval of the Architectural Review Committee and must have a minimum ten (10) feet of height and six (6) feet of spread. Shade trees shall not be planted in locations that would immediately or in the future create a nuisance, or screen the view of an adjoining lot.

SECTION 3. APPROVAL OF BUILDERS. Any builder or landscaper, prior to performing any work on any Lot must first be approved by the Architectural Review Committee as to financial stability, building or landscaping experience and ability to build or landscape Structures or grounds of the class and type of those which are to be built on the Property. Such approval shall be within the sole discretion of the Architectural Review Committee. No person shall be approved as a builder or landscaper unless such person obtains his income primarily from construction or landscaping of the type which such builder or landscaper is to perform upon the Property. No Owner will be permitted to act as his own builder or contractor except where such Owner obtains his income primarily from the construction of the type of Structures to be constructed on the Property and otherwise meets the qualifications hereinabove set forth.

SECTION 4. RIGHT OF INSPECTION. The Architectural Review 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, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Review Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

SECTION 5. VIOLATIONS.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Review Committee such violation shall have occurred, the Architectural Review Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Review 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 and his Lot are subject.

(b) The Architectural Review 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 or actions required to remedy the violation. 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 Architectural Review Committee shall have the right of abatement. The Board, upon being informed of such violation by the Architectural Review Committee, shall be entitled to seek equitable relief to enjoin such construction.

SECTION 6. All Builders and Homeowners shall be held responsible for the acts of their employees, subcontractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a Builder of Homeowner 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) Ensuring that all Tennessee Department of Environment and Conservation guidelines are complied with in regard to silt and erosion control.
- (c) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being or other personnel on the site or affect the quality of workmanship.
- (d) Assuring that the aforementioned are properly insured.
- (e) Assuring that the aforementioned do not commit any violation of the rules and regulations of the Association.
- (f) Ensuring that all driveways on the construction site are sufficiently graveled, a portable toilet is available and used by the construction workers and any mud or any debris caused by the construction are removed from the adjoining roadways as soon as reasonably possible. Further, silt fences shall be installed as required to keep silt, mud and other debris off of the street.

SECTION 7. Nothing contained herein abrogates, modifies, or changes the applicability of any ordinances, statutes, codes, rules and regulations of Knox County or other governmental units as applicable and the necessity of obtaining a building permit, inspection or otherwise complying with applicable provisions of governmental codes, statutes, ordinances, rules and regulations.

ARTICLE XIII DWELLING RESTRICTIONS

SECTION 1. DESIGN REQUIREMENTS.

No dwelling shall be erected, placed, altered or permitted to remain on any lot unless it conforms to the following requirements:

1. The dwelling and related improvements must be of Traditional Architecture and design as defined herein.
2. The minimum living area square footage requirements shall be determined by the Architectural Review Committee on a case basis and shall be within the sole discretion of the Committee.
3. All windows and the related trim must be of wood or vinyl construction as approved by the Architectural Review Committee.
4. All dwellings, except one story dwellings shall have a minimum roof pitch of 8/12. One story dwellings shall have a minimum roof pitch of 9/12.
5. All dwellings shall be of brick, stucco, stone or a combination thereof as approved by the Architectural Review Committee. Any other exterior finishes must be approved by the Architectural Review Committee on an individual house basis. No masonite will be permitted. Hardie Plank cement siding, or natural wood or premium vinyl soffit material will be considered on an individual house basis.

6. All above ground exterior foundation walls shall be veneered with brick, stone or stucco as approved by the Architectural Review Committee.
7. All fireplaces and chimneys shall have a brick, stucco, or stone exterior unless otherwise specifically approved on an individual basis by the Architectural Review Committee.
8. All dwellings shall have not less than a three car attached garage, side or rear entry only, capable of accommodating two automobiles unless otherwise approved by the Architectural Review Committee.
9. Heating and air conditioning systems shall be concealed from view by appropriate screening, subject to approval of the Architectural Review Committee.
10. There shall be no occupancy permitted on any dwelling until such time as the dwelling, yard and landscaping are complete except by approval of the Architectural Review Committee.
11. The finished grading for all lots shall be completed in conformity with the recorded plat for the Subdivision and in such manner as to retain all surface water drainage on said lot or lots in "property line swales" designed to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the development, as approved by the municipal authority having jurisdiction over the Subdivision.
12. Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Exterior materials shall be brick, stone or stucco as approved by the Architectural Review Committee. No simulated brick shall be permitted.
13. 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 comparable with colors of the natural surroundings and other adjacent property.
14. 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. Fascia, gutters and down spouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.
15. All exterior mechanical equipment including, but not limited to, 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. No solar energy devices shall be allowed.
16. Roofing materials must be 25 year architectural dimensional shingle with colors of weathered wood, slate blend, or charcoal gray.
17. All interior window treatments such as draperies and blinds shall have a solid light colored appearance from the exterior and are subject to approval by the Architectural Review Committee.
18. Automatic sprinkler systems are required for all Lots.

SECTION 2. MISCELLANEOUS RESTRICTIONS.

1. Mail boxes shall be of brick, stone or stucco with a light on top as approved by the Architectural Review Committee.
2. No outside radio or TV transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used, except as approved by the Architectural Review Committee.
3. No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers or other similar type vehicle on or about the Lots unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.

No recreation vehicles, commercial vehicles, boat or trailers may be parked upon the common elements or limited common elements.

4. Builders will be responsible for providing silt control devices on each lot during construction.

5. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

6. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the Architectural Review 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. All homesites shall have a paved driveway of stable and permanent construction of an least eighteen (18) feet in width. Unless prior approval is obtained by the Architectural Review Committee, all driveways must be constructed of brick, concrete or stone.

7. 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 any curbing, sidewalks, or street resulting from construction on such Lot. Any damage to any section (s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonably possible but in no event no more than thirty (30) days after completion of such construction.

ARTICLE XIV NUISANCES

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE XV TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently nor shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

ARTICLE XVI GENERAL PROVISIONS

(a) The Association, the Architectural Review Committee, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Architectural Review Committee or by any Owner 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 Architectural Review Committee shall have the right of abatement 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 Architectural Review Committee, through its agents and employees, 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 Architectural Review Committee, the Association, the Developer or any Owner may: (1) prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the Declaration, and/or (2) maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions for the purpose of preventing or enjoining all of any such

violations or attempted violations, and/or to have any such violation removed from the lot or cured.

(c) The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. If the Association, the Architectural Review Committee, the Board or any other person or persons owning a lot shall successfully prosecute in law or 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.

ARTICLE XVII EASEMENTS

Easements and other restrictions in conformity with the recorded plat of The Glen at Hardin Valley Subdivision are expressly reserved for the overall development of the subdivision and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any lot in this subdivision unless prior written permission is granted by the Developer or its assigns.

ARTICLE XVIII COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waster or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any lot in the subdivision refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Developer or the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said time period, the Developer or Association shall have the right to injunctive relief against the Owner of the affected lot and the Contractor or Agent of the Owner and to make all necessary corrections and the expense of same shall be a lien upon the real property affected.

ARTICLE XIX SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

ARTICLE XX LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot except household pets such as dogs or cats which are permitted provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance and, provided further, however, in no event shall any household have more than two animals of any species. No fenced dog run shall be allowed. Dogs are required to be on a leash when outside. No animals are permitted to run free through The Glen at Hardin Valley. The Homeowner's Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems advisable

ARTICLE XXI GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept, except on a temporary basis and in sanitary covered containers.

ARTICLE XXII FENCES AND WALLS

No fences or walls or hedge rows shall be erected, placed or altered on any lot or parcel unless approved

by the Architectural Review Committee.

ARTICLE XXIII
WAIVER AND MODIFICATION

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, or covenants contained herein as to any part of The Glen at Hardin Valley Subdivision, subject to the Declaration, then owned by Developer and with the consent of the owner as to any other land in said subdivision, and shall have the further right before a sale to change the size of or locate or relocate any of the lots, parcels, streets, or roads shown on any of the plats of The Glen at Hardin Valley Subdivision.

ARTICLE XXIV
ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more corporations or assigns 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 Developer and Developer shall thereupon be released therefrom.

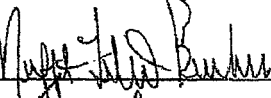
ARTICLE XXV
AMENDMENT

Articles IX through XXIII of this Declaration may be amended for any reason by a vote of two-thirds (2/3) of all the Lot Owners. Articles I through VII may be amended by a vote of two-thirds (2/3) of Lot and Unit owners. Notwithstanding the foregoing, the Developer, during the Developer's control period may amend any Article pursuant to Article V. Such amendments may be approved by owners voting in person or by proxy (one vote per lot) at the annual meeting or at a special meeting of the Association duly called for such purposes, at which a quorum is present. All such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained and no amendment shall reduce the standards or requirements herein so as to allow any structure or construction of a quality and nature less stringent than required in this Declaration as they now exist.

A written instrument signed by the Association President attested by the Secretary and recorded in the Knox County Register's Office shall certify all such amendments.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed the day and year first above written.

TTBS DEVELOPMENT, LLC

By: 
Title: Secretary

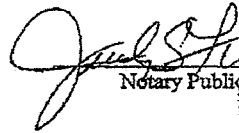
STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Muffet T. Buckner, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged her self to be the Secretary of TTBS DEVELOPMENT, LLC, the within named bargainor, a limited liability company, that she as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by her self as Secretary.

Witness my hand and official seal at office this 24th day of May, 2007.

My commission expires: 8/11/07


Notary Public

