

06031319

This Instrument Prepared By:
Jason T. Murphy, Attorney
Savannah Glen, L.L.C.
150 Major Reynolds Place
Knoxville, TN 37919

RC 2 PG BA: 85691
07/12/2006 11:18 AM
VALUE 0.00
MTG TAX 0.00
TRN TAX 0.00
REC FEE 10.00
DP FEE 2.00
REG FEE 0.00
TOTAL 12.00
STATE of TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

SUPPLEMENTAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

SAVANNAH GLEN

ADDING UNIT 4

THIS Supplemental Declaration of Covenants, Conditions and Restrictions is made and entered into this 25th day of May, 2006 by **SAVANNAH GLEN, L.L.C., a Tennessee limited liability company** (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer previously made and entered into a certain Declaration of Covenants, Conditions and Restrictions, Savannah Glen, Units 1 and 2, a Planned Unit Development, recorded in Deed Book 1600, page 313 in the records of the Sevier County Register's Office (hereinafter referred to as the "Declaration"); and

WHEREAS, Developer subsequently acquired title to all of the subdivided and numbered lots in Savannah Glen, Unit 3 by deed from James S. Schaad, Trustee dated September 23, 2004 and recorded in Book 2073, page 348 in the records of the Sevier County Register's Office, and added the same to Savannah Glen Subdivision by virtue of that certain Supplemental Declaration of Covenants, Conditions and Restrictions of Savannah Glen adding Unit 3 recorded in Book 2073, page 346, as corrected by that certain Correction Supplemental Declaration of Covenants, Conditions and Restrictions of Savannah Glen adding Unit 3 recorded in Book 2407, page 270, both in the Register's Office for Sevier County, Tennessee; and

WHEREAS, Article XII, Section 4, of the Declaration permits the annexation of additional residential property to the Property by the Developer.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, Developer hereby supplements the Declaration as follows:

1. Additional Property: Developer hereby adds the following additional lots, units and/or lands to the Property as same is described in the Declaration:

SITUATED in the Fifth (5th) Civil District of Sevier County, Tennessee, and being within the city of Sevierville, Tennessee and being known and designated as all of **Lots 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 131, 132,**

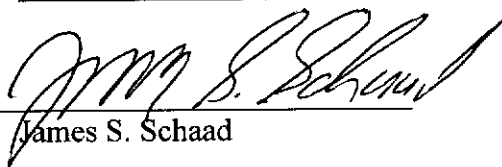
133, 134, 135, 136, 137, 138, 139, and 140, in Savannah Glen Subdivision, Unit 4, a subdivision to Sevier County, Tennessee, as shown by the map of the same of record in Large Map Book 7, page 7, in the records of the Sevier County Register's Office, said lots being more particularly bounded and described as shown by map aforesaid, to which map specific reference is hereby made for a more particular description.

The above-described real property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration.

2. Ratification of Declaration and Supplemental Declarations: Except as otherwise provided herein, the Declaration of Covenants, Conditions and Restrictions for Savannah Glen, Units 1 & 2, as supplemented by that Supplemental Declaration of Covenants, Conditions and Restrictions of Savannah Glen adding Unit 3, as corrected by that certain Correction Supplemental Declaration of Covenants, Conditions and Restrictions of Savannah Glen adding Unit 3 are hereby ratified and confirmed.

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

Savannah Glen, L.L.C.

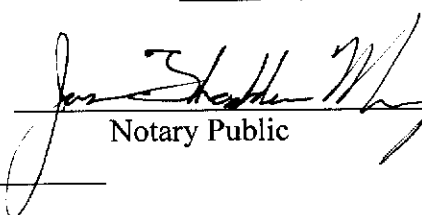
By: 
James S. Schaad

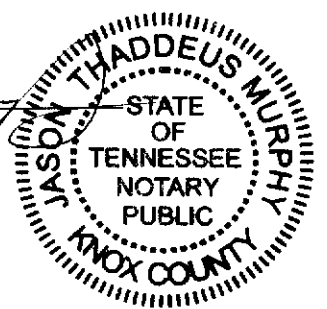
Its: Chief Manager

STATE OF TENNESSEE)
COUNTY OF KNOX)ss.

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, **JAMES S. SCHAAD**, 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 Chief Manager of **SAVANNAH GLEN, L.L.C.**, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and official seal at office this 25th day of May, 2005.

My Commission expires: 11/3/07 
Notary Public





This Instrument Prepared By:
Jason T. Murphy, Attorney
Savannah Glen, L.L.C.
150 Major Reynolds Place
Knoxville, TN 37919

VOL: 2407/270-271
05061275

RC	2	PG	BA:	72579
	12/02/2005		12:05	PM
VALUE				0.00
MTG TAX				0.00
TRN TAX				0.00
REC FEE				10.00
DP FEE				2.00
REG FEE				0.00
TOTAL				12.00
STATE OF TENNESSEE, SEVIER COUNTY				
SHERRY ROBERTSON HUSKEY				
REGISTER OF DEEDS				

CORRECTION

SUPPLEMENTAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

SAVANNAH GLEN

ADDING UNIT 3

THIS Correction Supplemental Declaration of Covenants, Conditions and Restrictions is made and entered into this 22nd day of September, 2004 by **SAVANNAH GLEN, L.L.C., a Tennessee limited liability company** (hereinafter referred to as "Developer").

WITNESSETH:

THE PURPOSE OF THIS INSTRUMENT IS TO CORRECT THE SIGNATURE PAGE AND ACKNOWLEDGMENT ON THE PREVIOUS VERSION OF THIS DOCUMENT WHICH WAS RECORDED IN BOOK 2073, PAGE 346 IN THE REGISTER'S OFFICE FOR SEVIER COUNTY, TENNESSEE.

WHEREAS, Developer previously made and entered into a certain Declaration of Covenants, Conditions and Restrictions, Savannah Glen, Units 1 and 2, a Planned Unit Development, recorded in Deed Book 1600, page 313 in the records of the Sevier County Register's Office (hereinafter referred to as the "Declaration"); and

WHEREAS, Developer acquired title to all of the subdivided and numbered lots in Savannah Glen, Unit 3 by deed from James S. Schaad, Trustee dated September 23, 2004 and recorded in Book 2073, page 348 in the records of the Sevier County Register's Office; and

WHEREAS, Article XII, Section 4, of the Declaration permits the annexation of additional residential property to the Property by the Developer.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, Developer hereby supplements the Declaration as follows:

1. Additional Property: Developer hereby adds the following additional lots, units and/or lands to the Property as same is described in the Declaration:

SITUATED in the Fifth (5th) Civil District of Sevier County, Tennessee, and being within the city of Sevierville, Tennessee and being known and designated as all of Lots 50 (Common Area), 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 101 (Common Area), in Savannah Glen, Unit 3, a subdivision to Sevier County, Tennessee, as shown by the map of the same of record in Large Map Book 5, page 110, in the records of the Sevier County Register's Office, said lots being more particularly bounded and described as shown by map aforesaid, to which map specific reference is hereby made for a more particular description.

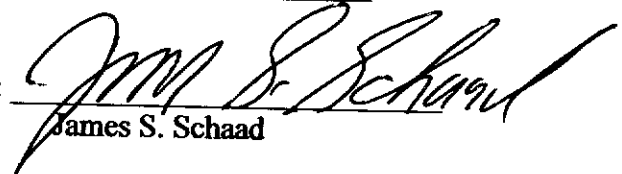
The above-described real property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration.

2. Ratification of Declaration: Except as otherwise provided herein, the Declaration of Covenants, Conditions and Restrictions for Savannah Glen, Units 1 & 2, as supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions adding Unit 3 is hereby ratified and confirmed.

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

Savannah Glen, L.L.C.

By:


James S. Schaad

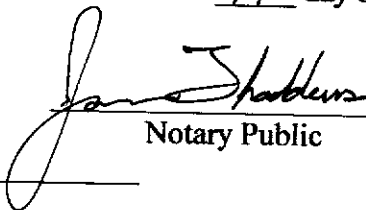
Its: Chief Manager

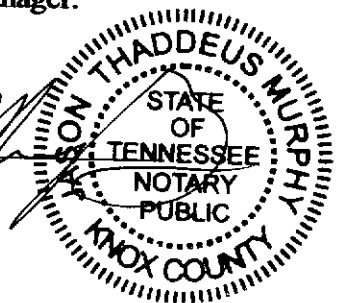
STATE OF TENNESSEE)
COUNTY OF KNOX)ss.

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, JAMES S. SCHAAD, 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 Chief Manager of SAVANNAH GLEN, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and official seal at office this 14th day of November, 2005.

My Commission expires: 11/3/07


Notary Public



THIS INSTRUMENT PREPARED BY:
ROBERT R. CROLEY, ATTORNEY
CROLEY, DAVIDSON & HUIE
1500 First Tennessee Plaza
Knoxville, TN 37929
(63920B)

VOL: 2073/346-347

04048912

RC 2 PG BA: 46700	
09/23/2004 12:55 PM	
VALUE	0.00
MTG TAX	0.00
TRN TAX	0.00
REC FEE	10.00
DP FEE	2.00
REG FEE	0.00
TOTAL	12.00
STATE OF TENNESSEE, SEVIER COUNTY	
SHERRY ROBERTSON HUSKEY	
REGISTER OF DEEDS	

SUPPLEMENTAL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

SAVANNAH GLEN

ADDING UNIT 3

THIS Supplemental Declaration of Covenants, Conditions and Restrictions is made and entered into this 22 day of September, 2004, by **SAVANNAH GLEN, L.L.C., a Tennessee limited liability company**, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer made and entered into a certain Declaration of Covenants Conditions and Restrictions, Savannah Glen, Units 1 and 2, a Planned Unit Development, recorded in Deed Book 1600, page 313 in the records of the Sevier County Register's Office, (hereinafter referred to as the "Declaration"); and

WHEREAS, Developer acquired title to all of the subdivided and numbered lots in Savannah Glen, Unit 3 by deed from James S. Schaad, Trustee dated September 23, 2004 and recorded in Book 2073 page 318 in the records of the Sevier County Register's Office; and

WHEREAS, Article XII, Section 4, of the Declaration permits the annexation of additional residential property to the Property by the Developer.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, Developer hereby supplements the Declaration as follows:

1. Additional Property: Developer hereby adds the following additional lots, units and/or lands to the Property as same is described in the Declaration:

SITUATED in Fifth (5th) Civil District of Sevier County, Tennessee, and being within the city of Sevierville, Tennessee and being known and designated as all of **Lots 50 (Common Area), 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 101 (Common Area), in Savannah Glen, Unit 3**, a subdivision to Sevier County, Tennessee, as shown by the map of the same record in Large Map Book 5, page 110, in the records of the Sevier County Register's Office, said lots being more particularly bounded and described as shown by map aforesaid, to which map specific reference is hereby made for a more particular description.

The above-described real property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration.

2. Ratification of Declaration: Except as otherwise provided herein, the Declaration of Covenants, Conditions and Restrictions for Savannah Glen, Units 1 & 2, as supplemented by the Supplemental Declaration of Covenants, Conditions and Restrictions adding Unit 3 is hereby ratified and confirmed.

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

James S. Schaad, Trustee
James S. Schaad, Trustee

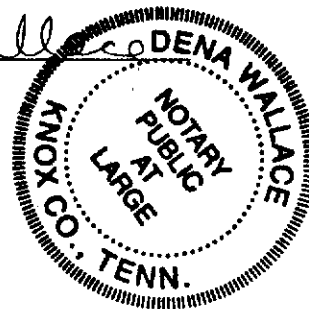
STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, James S. Schaad, Trustee, the within-named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, this 22nd day of September, 2004.

Dena Wallace
NOTARY PUBLIC

My Commission Expires: 12/22/07



THIS INSTRUMENT PREPARED BY
ROBERT R. CROLEY, ATTORNEY
CROLEY, DAVIDSON & HUIE
1500 FIRST TENNESSEE PLAZA
KNOXVILLE, TN 37929
(63920B)

03002511	
01/14/2003 - 01:35 PM	
13 PGS : AL - RESTRICTIONS	
MONTIE 3948-003002511	
Book: 1600 Pages: 313 - 325	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	65.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	67.00
STATE OF TENNESSEE, COUNTY OF SEVIER	
SHERRY ROBERTSON HUSKEY	
REGISTER OF DEEDS	

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SAVANNAH GLEN, UNITS 1 AND 2,

A PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made and entered into this 14TH day of January, 2003, by SAVANNAH GLEN, L.L.C., a Tennessee limited liability company, hereinafter referred to as "Developer."

W I T N E S S E T H :

WHEREAS, Developer is the owner of all of the subdivided and numbered lots and common areas in Savannah Glen, Unit 1, a subdivision to Sevier County, Tennessee, as shown on the map of the same of record in Large Map Book 4, page 10, and in Savannah Glen, Unit 2, a subdivision to Sevier County, Tennessee as shown on the map of the same of record in Large Map Book 4, page 70, both in the records of the Register of Deeds Office of Sevier County, Tennessee, said property having been conveyed to Developer by Quitclaim Deed from James S. Schaad, Trustee, dated January 13, 2003, and recorded in Official Records Book 1600, page 311, in the records of the Register of Deeds Office of Sevier County, Tennessee (hereinafter referred to as "Subdivision"); and

WHEREAS, Developer desires to create a residential community and to establish restrictions applicable to the subdivided and numbered lots and any resubdivision and/or renumbering of any of the lots within the aforesaid Subdivision; and

WHEREAS, Developer desires to provide for the preservation of values in said Subdivision and for the maintenance and upkeep of the Subdivision entrance area sign, street lighting, and common areas; and to this end desires to subject the real property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, for the benefit of said property and each owner thereof; and

NOW, THEREFORE, Developer declares that real property owned by it and identified as Savannah Glen, Unit 1, and Savannah Glen, Unit 2, as more particularly described above, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges, assessments, easements and liens (sometimes referred to as the Covenants and Restrictions) herein set forth.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to SAVANNAH GLEN HOMEOWNERS ASSOCIATION, INC., a mutual benefit, not-for-profit corporation, organized and existing under the laws of the State of Tennessee, with its principal office being located in Sevier County, Tennessee, its successors and/or assigns.

Section 2: "Owner(s)" shall mean and refer to the record owner(s), whether one or more persons or entities, of fee simple title to any Lot, which is a part of the "Property," including contract seller(s), but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Property" shall mean and refer to that certain real property hereinabove-described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided herein.

Section 4: "Lot" shall mean and refer to any subdivided and numbered plot of land shown upon any recorded subdivision map of the "Property," exclusive of any designated common areas as shown on the recorded plat, and as hereinabove brought within the jurisdiction of the Planned Unit Development by the recordation of additional plats by the Developer, its successors and assigns.

Section 5: "Developer" shall hereinafter mean and refer to SAVANNAH GLEN, L.L.C., its successors and assigns. "Declarant" and "Developer" are synonymous for the purposes of this Declaration.

Section 6: "Member" shall mean and refer to those person(s) entitled to membership as provided in this Declaration.

Section 7: "Lender" as used herein shall mean and be defined as any lender, whether institutional investor, bank, savings and loan association, or loan broker, whose loan is secured by a Lot in the Property.

Section 8: "Common Areas" as used herein shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Owner(s) adjacent to said Common Areas, their respective successors and assigns, as designated on the recorded plat.

ARTICLE II

PROPERTY RIGHTS

Section 1: Owners' Easements of Enjoyment. Every Lot Owner(s) shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas;

(b) The right of the Association to suspend the voting rights and right of use to the recreational facilities of an owner(s) for any period during which any assessment against their respective Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided that, any such dedication or transfer shall not be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2: Delegation of Use. Any Lot Owner(s) may delegate, in accordance with the By-Laws, his/her right of enjoyment to the Common Areas and facilities to the members of his/her family, his/her tenants, or contract purchaser(s), who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner(s) of a Lot, which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: The Association shall have two (2) classes of voting membership:

Class A - Class A members shall be every Owner(s) with the exception of the Developer, and each Owner(s) shall be entitled to one (1) vote for each Lot owned; when more than one (1) person owns an interest in any Lot, all such person(s) shall be members; the vote for such Lot shall be exercised as the co-owners may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. In the event the Developer, its successors or assigns, has a Lot leased or rented, the Developer shall be entitled to one (1) vote for each Lot owned and one (1) vote for each Lot retained by it upon the termination of the Class B membership; provided that, notwithstanding anything herein to the contrary, only one (1) vote shall be exercised for each Lot as a Class A member.

Class B - The Class B member shall be the Developer, and it shall be entitled to three (3) votes for each Lot owned. Notwithstanding anything to the contrary contained in the Declaration of Covenants and Restrictions or in the Charter and ByLaws of the Association, the Class B Member shall be entitled to exercise veto power at any time and for any reason so long as Class B Membership continues to exist as provided herein. Said veto power shall entitle the Class B Member to overrule and/or nullify any vote taken by Class A Members.

Said Class B membership shall remain in the Developer, his successor or assigns, until such time as the Developer, his successors or assigns, has relinquished ownership in all lots within the Properties.

Once the Developer, his successors or assigns, has relinquished ownership of all lots in the Properties, Class B membership shall cease to exist. From and after such time there shall only be Class A membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. Except as otherwise provided herein, the Developer, for each Lot owned within the Property, hereby covenants, and each Owner(s) of any Lot 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 the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner(s) of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to their respective successor(s) in title unless expressly assumed by such successors and assigns.

In consideration of the fact that Developer has constructed at its own expense various facilities for the benefit of the Association, Developer shall be exempt from all such annual assessments and special assessments and shall not be obligated to pay an annual or special assessment or prorated portion thereof for any subdivided lot or land owned by it.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the common areas situated within the Property, including but not limited to costs of repairs, maintenance, replacements, additions, management, insurance maintained in accordance with the Association By-Laws, the improvement and maintenance of the uniform scheme of the exterior surfaces of all residential buildings within the Property as constructed on each Lot, and the employment of attorneys to represent the Association when the need arises.

Section 3: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum total annual assessment shall be **Nine Hundred and 00/100 Dollars (\$900.00)** per Lot, payable in semi-annual installments or as the members of the SAVANNAH GLEN HOMEOWNERS ASSOCIATION may establish.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner(s) the maximum annual assessment may be increased each year without a vote of the Members, if such increase is not in excess of the increase in the consumer price index (CPI) as established by the Department of Labor and published the July preceding the increase in the annual assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner(s), the maximum annual assessment may be increased each year above that established by the consumer price index (CPI) by a vote of the members with a two-thirds (2/3) affirmative vote of each class of members who are eligible to vote, whether voting in person or by proxy, at a meeting duly called for the purpose of establishing said annual assessment as provided in Section 5 hereof.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum set forth herein subject to the provisions of Sections 6 and 7 hereof.

Section 4: Replacement Reserves. The Association shall maintain in a separate bank account funds for Replacement Reserves to maintain, improve and preserve (a) exterior building surfaces and roofs, and (b) Common Areas. The Replacement Reserves shall be a part of and collected from Lot Owner(s) by the Association as regular assessments in an amount determined and established in the annual Association budget.

Section 5: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 designated on the recorded plat, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are eligible to vote and are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly. The Capital Improvement Fund shall be maintained in a separate bank account in the name of the Association as the Capital Improvement Fund.

Section 6: Notice and Quorum for Any 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 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership 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 (1/2) of the required quorum at the preceding meeting. Subsequent meetings shall not be held more than sixty (60) days following the preceding meeting.

Section 7: Uniform Rate of Assessment. Except as otherwise provided herein, both annual and special assessments must be fixed at the uniform rate for all Lots and may be collected on a monthly basis.

Section 8: Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Common Areas to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner(s) subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. 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 assessment.

Section 9: Effect of Nonpayment of Assessments. If the assessments are not paid on the date when due (being the dates specified in Article IV hereof), then such assessment shall become delinquent and shall, together with such interest thereof and cost of collection thereon including attorneys fees as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain their personal obligation for the statutory period.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the less of (i) the legal maximum rate of interest for the State of Tennessee, or (ii) rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. **Section 10: Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time such assessment accrued.

Section 11: Exempt Property. All property dedicated to and accepted by a local public authority and all properties owned by charitable and nonprofit organizations shall not be subject to the assessments provided for herein. However, in no event, shall any land or improvements devoted to residential use and occupancy within the Property be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Buildings, fences, walls or other structures shall not be commenced, erected or maintained upon the Property, nor shall any exterior addition, modification, change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the such building, fence, wall, or other structure shall have been submitted to and approved in writing as to the harmony and conformity with the exterior design and location of surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with by the respective Lot Owner(s). Provided, that nothing herein contained shall be construed to permit interference with the development of the Property by Developer so long as said property follows the general plan of development. Until such time as the Board of Directors is elected as provided in the By-Laws of the Association, Developer shall act as the Architectural Control Committee pursuant to this paragraph.

ARTICLE VI

PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residential units upon the Property and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of the reasonable repair and maintenance of a party wall shall be shared by the Owner(s) who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner(s) who has used the wall may restore it, and if the other Owner(s) thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the other Owner(s) under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of this Article, an Owner(s) who by their negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs With Land. The right of any Owner(s) to contribution from any Owner(s) under this Article shall be appurtenant to the land and shall pass to such Owners' respective successor(s) in title.

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision concerning said dispute shall be determined by a simple majority of all the arbitrators.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance of the common areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, flowers, sidewalks, and any other structures and improvements which may exist or hereafter be constructed within the Common Areas shown on the recorded plats. Such exterior maintenance shall not include glass surfaces. In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner(s), or through the willful or negligent acts of the family, guests, or invitees of the Owner(s) of the Lot needing such maintenance or repair, the costs of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject, and shall be collected in accordance with terms of this Declaration.

ARTICLE VIII

RESTRICTIONS ON USAGE

Section 1: Land Use and Building Types. Excepts as otherwise provided herein, Lots shall be used for residential purposes only. In the event that in a future annexation or development, if any, certain plots of land are designated as "commercial areas" on recorded plats, then such plots may be used for any commercial purposes permitted by applicable municipal and zoning ordinances.

Section 2: Nuisance. Noxious or offensive activities shall not be conducted upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and Property.

Section 3: Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any residential unit except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes; and provided further, that the Association may regulate the keeping and maintaining of household pets. Pets shall not be permitted to run loose, but shall be kept and maintained only on the owner's Lot or on a leash if allowed to leave the owner's Lot.

Section 4: Outside Antennas. Outside radio, television or satellite antennas shall not be erected on any Lot or residential unit within the Property unless and until permission for the same has been granted by the Board of Directors of the Association or the Association's Architectural Control Committee.

Section 5: Signs. Sign(s) of any kind shall not be displayed to public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise and market the property during the construction and sales period. Developer reserves the right to display and authorize the display of signs of a larger size for promotion of the development.

Section 6: Real Estate Sales Office. Developer or its designated agent may maintain a real estate sales office on any lot within the Properties for the conduct of its real estate business within and/or without the boundaries of the Properties.

Section 7: Garbage and Refuse Disposal. Lots shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such refuse shall not be kept except in sanitary containers; all equipment for the storage of such material shall be kept in a clean and sanitary condition; incinerators or other disposal equipment shall not be allowed on any Lot.

Section 8: Lawful Use. Immoral, improper, offensive, or unlawful use shall not be made of the Lots and/or residential units within the Property, or any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 9: Commercial Business. Except as otherwise provided herein, commercial business may not be maintained or transacted on any Lot or in any residential unit.

Section 10: Sports Apparatus and Equipment. No playground or recreational equipment (basketball hoops, swings, etc.) shall be used, erected, placed, or maintained on any Lot.

Section 11: Vehicles and Parking. Except as permitted by the By-Laws, Rules and Regulations promulgated by the Association, no automobiles which are inoperable, being stored, or worked on shall be repeatedly parked, kept repaired or maintained on the street, driveway or lawn of any Lot unless the same are stored or parked so as not to be readily visible from the street or adjoining properties.

Section 12: Recreation Vehicles. There shall not be any parking of recreational vehicles, including, but not limited to, camping trailers, boats, motor homes, and the like, except that said vehicles may be parked on a Lot for a period of time not to exceed ten days per month while the owners are packing or unpacking and preparing them for trips in the vehicles.

Section 13: Commercial Vehicles. The Association shall have the power to adopt Rules and Regulations concerning the parking of any commercial vehicles within the Property or on individual residential Lots.

Section 14: Fences. No wood or hurricane fences may be erected on any Lot. Any walls erected must be of brick which matches the exterior brick of the Units in the development and must be approved in writing by the Board of Directors of the Association or by an Architectural Control Committee.

ARTICLE IX

EASEMENTS

Section 1: Utilities and Drainage. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, structures, planting or other material shall not be placed or permitted to remain, which may (a) interfere with the installation and maintenance of utilities, (2) change the direction of flow of drainage channels in the easements, or (3) obstruct, alter, or retard the flow of water through drainage channels in the easements.

Section 2: Maintenance. Easements for repair and maintenance of exterior surfaces of each Lot are reserved for the completion of necessary repairs as determined by the Board of Directors of the Association to be required to perpetuate the architectural continuity of the development and preserve the residential structures therein. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do such other work as reasonably necessary for the proper maintenance, welfare, safety and operation of the Development.

The Association has a right to grant permits licenses and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Development.

ARTICLE X

DISCLOSURE

Section 1: Owners and Lenders. The Developer during the period of development and the Association thereafter shall make available to Lot owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the Development and the books, records and financial statements of the Association. "Available" shall mean

available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2: Financial Disclosure. Any lender and holder of a first mortgage on any Lot in said Development is entitled, upon request, to a financial statement for the immediately preceding fiscal year.

Section 3: Notice of Lender. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number of address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty lost that affects either a material portion of the project or the Lot securing its mortgage;

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by a respective Lot Owner(s) on which it holds the mortgage;

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of mortgage noteholders.

ARTICLE XI

INSURANCE

Section 1: Insurance Required by the Association. The Association shall obtain and maintain casualty and hazard insurance on all insurable improvements and fixtures for the full replacement cost thereof within the Property Common Areas and public liability insurance on the Common Areas within the Property. The Association may obtain insurance against such other hazards and casualties as the Association may deem desirable, including such other real and/or personal property owned by the Association. The Association shall be the owner and beneficiary of all such insurance policies and fidelity bonds obtained pursuant to this Article. The insurance coverage with respect to the Common Areas shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the common assessments made by the Association as provided in Article IV herein.

Section 2: Fidelity Bonds. The Association shall also obtain and maintain fidelity bonds on all officers and directors of the Association who are responsible for handling, receipting for, and managing the monies and funds of the Association, which shall be carried for the protection of and in the name of the Association.

Section 3: Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Lot Owner as provided in Article IV herein. In the event that the Association is maintaining blanket casualty and fire insurance

on the dwelling units on the Lots, the Association shall repair or replace the same from the insurance proceeds available.

Section 4: Dwelling Unit Replacement Election. In addition to casualty insurance on the Common Area(s), the Association, through the Board of Directors, may elect to obtain and continue fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the dwelling units, including the structural portions and fixtures thereof, owned by such Owner(s). Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular common assessments of the Owner(s), as levied by the Association in accordance with Article IV hereof. The insurance coverage with respect to the dwelling units shall be written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Lot Owner(s).

Section 5: Ratable Assessments by the Association. The Association is hereby empowered to assess each Lot ratably for an amount equal to the sum of the current premium for said blanket hazard and casualty insurance based on the valuation of the improvements within the Common Areas and the premiums for the fidelity bonds. Such premiums shall be held in a separate account and accumulated from monthly assessments and collected for the specific purpose of paying the premiums on such insurance as the premiums become due.

Section 6: Annual Review of Insurance Policies and Fidelity Bonds. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of any such property which is covered by said insurance and is subject to damage or destruction.

ARTICLE XII

GENERAL PROVISIONS

Section 1: Enforcement. The Association or any Owner(s) shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner(s) to enforce any covenant or restriction herein contained shall not in any event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall not in any way affect any other provision, and all other provisions shall remain in full force and effect.

Section 3: Amendment. Except as otherwise provided herein, the covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owner(s), and thereafter at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owner(s). Any amendment will not be effective until it is recorded in the Register's Office of Sevier County, Tennessee.

Notwithstanding anything to the contrary herein, Developer, until such time as Class B Membership ceases, shall have the sole

and exclusive right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity or inconsistency between the provisions, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions which do not conform with the covenants and restrictions herein contained, and (d) to release any lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions relating thereto) if the Developer, in its sole discretion, determines that such release is reasonable and does not have a substantially adverse affect on any other lot.

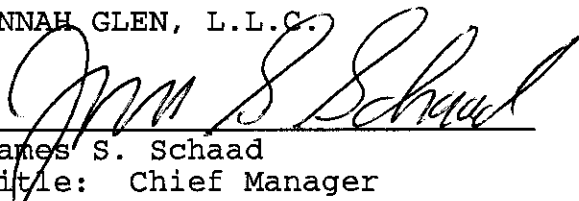
Section 4: Annexation Stage Development. Additional residential property may be annexed to the Property by the Developer, its successors and assigns, at any time and from time to time without the consent of Members/Lot Owner(s).

Section 5: Dedication of Additional Common Areas. Additional Common Areas within the Property may be dedicated at any time and from time to time by and/or with the consent of the Developer.

Section 6: Encroachments. It is understood that the residential units which adjoin each other and have a party wall built as a part of the original construction of the said units, which is placed upon the dividing line between adjoining Lots, may encroach on such adjoining Lots or Common Areas due to construction or other reasons. Accordingly, an easement is reserved for such encroachments as are contained in the buildings, whether the same now exist or may be caused or created by construction, settlement, or movement of the building(s), or by permissible repairs, construction, or alteration. With regard to any differences which may exist on the Plats entitled Savannah Glen, Unit 1, as shown on the map of the same of record in Large Book 4, page 10, and Savannah Glen, Unit 2, as shown on the map of the same of record in Large Book 4, page 70, both in the Register's Office of Sevier County, Tennessee, or in any other lands which may hereafter be platted or annexed to the Property and the party walls and Lot lines which exist on the additional plats and annexations to the Property, the Lot lines and party walls which actually exist shall control over discrepancies in such plats and annexations.

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

SAVANNAH GLEN, L.L.C.

By: 

James S. Schaad

Title: Chief Manager

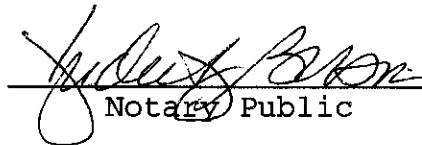
STATE OF TENNESSEE)
) SS.
COUNTY OF KNOX)

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, JAMES S. SCHAAD, 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 Chief Manager of SAVANNAH GLEN, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Chief Manager.

WITNESS my hand and official seal at office this 14TH day of January, 2003.

My Commission expires:

APRIL 10, 2004



Notary Public

