



OWNERS ASSOCIATION, INC.
5001 GRIFFIN'S GATE LANE
KNOXVILLE, TENNESSEE 37912-3656

**AMENDMENTS TO BY-LAWS OF GRIFFIN'S GATE OWNERS
ASSOCIATION, INC.**

Approved by the Association at Annual Meeting April 8, 1997.

Article IV, Section 1. Number. Delete the word and number nine (9) and insert in lieu thereof the word and number five (5).

Article IV, Section 2. Term Of Office. Delete in its entirety and insert in lieu thereof: "Term of office shall be two years for all directors elected at the 1998 annual meeting and all ensuing years thereafter. The members shall elect three (3) new directors in the even years and two (2) new directors in the odd years."

Article VI, Section 1. Regular Meetings. Add after the word monthly "or bi-monthly at the discretion of the board,". All other language in this Section shall remain the same.

PLEASE ATTACH TO YOUR COPY OF THE BY-LAWS



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KNOXVILLE, TENNESSEE 37912-3656

AMENDMENT TO BY-LAWS OF GRIFFIN'S GATE OWNERS
ASSOCIATION, INC.

Approved by the Association at Annual Meeting April 14, 1998.

Article III, Section I. Annual Meetings. Delete the words "2nd Tuesday in March" and insert, in lieu thereof, the words "2nd Tuesday in April".

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Resolution of Members of Griffin's Gate Homeowner's Association, Inc.

WHEREAS, it is advisable to correct a scrivener's error which duplicates VII with respect to the numeration of Articles of the By-Laws of this Association; and

WHEREAS, the Article titled "Officers and Their Duties" should be renumbered as Article VIII; and

WHEREAS, it is desirable to amend paragraph (c) of Section 1 of Article VII titled "Powers and Duties of Directors";

NOW, THEREFORE, it is hereby resolved by the Members of Griffin's Gate Owners Association, Inc. as follows:

1. The words "Article VII Officers and Their Duties" shall be, and hereby is, changed to read "Article VIII Officers and Their Duties".

2. Paragraph (c) of Section 1 titled "Powers" under the heading "Powers and Duties of the Board of Directors" of the By-Laws designated as Article VII shall be, and hereby is, revised to read as follows:

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration including, but not limited to, the collection of money owed to the Association of every kind and nature which may include fees, assessments, interest, late fees, attorney fees, court costs, and other items.

3. Except as hereinabove set forth, the members hereby affirm, approve, ratify and readopt the By-Laws of Griffin's Gate Owners Association, Inc. March 23, 1988 as amended April 8, 1997 and April 14, 1998.

BY-LAWS

OF

GRIFFIN'S GATE OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is Griffin's Gate Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Suite F
4450 Walker Boulevard Knoxville, Tennessee 37917, but meetings of members and directors may be held at such places within the State of Tennessee, County of Knox, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Griffin's Gate Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Griffin's Gate Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Register's Office for Knox County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 11:00 o'clock a.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote 1/4th of all the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, 1/10th of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement

at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

-1-

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of

Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.

c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 1/4 of the Class "A" members who are entitled to vote,

b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c) as more fully provided in the Declaration, to:

1) fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessments.

2) send written notice of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period.

3) foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same.

d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e) procure and maintain adequate liability and hazard insurance on property owned by the Association.

f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

g) cause the common area to be maintained.

h) cause the exterior of the dwellings to be maintained.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of the officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6% per annum, and the Association may bring an action at law against the owner 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 assessments. No owner may waive

or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Griffin's Gate Homeowners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class "B" membership.

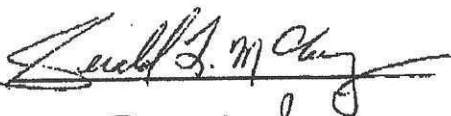
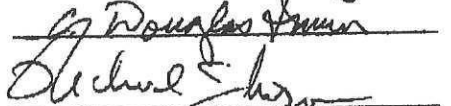
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Griffin's Gate Owners Association, Inc., have hereunto set our hands this the 23rd day of March, 1988.


STATE OF TENNESSEE)

COUNTY OF KNOX)

Personally appeared before me, _____

Gerald L. McCoy, C. Douglas Irwin, and Richard Johnson

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained,

Witness my hand, at office, this 23RD day of MARCH, 1988.

A. Jack Leach
NOTARY PUBLIC

My Commission Expires:

12-17-90

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Griffin's Gate Owners Association, Inc., a Tennessee corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 23RD day of MARCH, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association, this the 24th day of MARCH, 1988.

Seal & My
SECRETARY

EXHIBIT A

SITUATED in District Seven (7) of Knox County, Tennessee, and within the 38th Ward of the City of Knoxville, Tennessee, and being more fully described as follows:

BEGINNING at an iron rod in the Southeast line of Cedar Drive, said iron rod being located 45 feet from the center line of Cedar Drive, and also being located 165.5 feet North of the center line of Rowan Road; thence from said Beginning point with the Southeast line of Cedar Drive, as the same curves to the right, on a chord of North 38 deg. 38 min. East, a chord distance of 362.08 feet to an iron rod; thence continuing with Cedar Drive, North 44 deg. 34 min. East, 53.0 feet to an iron rod; thence South 57 deg. 26 min. East, 165.0 feet to a point; thence South 42 deg. 34 min. West, 125.0 feet to a point; thence South 24 deg. 51 min. 10 sec. East, 164.6 feet to a point; thence South 33 deg. 22 min. West, 210.0 feet to a point; thence North 56 deg. 38 min. West, 320.0 feet to an iron rod in the Southeast line of Cedar Drive, the place of BEGINNING.



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ASSOCIATION, INC.**

Approved by the Association at Annual Meeting April 8, 1997.

Article IV, Section 1. Number. Delete the word and number nine (9) and insert in lieu thereof the word and number five (5).

Article IV, Section 2. Term Of Office. Delete in its entirety and insert in lieu thereof: "Term of office shall be two years for all directors elected at the 1998 annual meeting and all ensuing years thereafter. The members shall elect three (3) new directors in the even years and two (2) new directors in the odd years."

Article VI, Section 1. Regular Meetings. Add after the word monthly "or bi-monthly at the discretion of the board,". All other language in this Section shall remain the same.

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Approved by the Association at Annual Meeting April 14, 1998.

Article III, Section I. Annual Meetings. Delete the words "2nd Tuesday in March" and insert, in lieu thereof, the words "2nd Tuesday in April".

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**AMENDMENT 2022-1 TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
GRIFFIN'S GATE, UNIT 1**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions captioned above which are dated March 23, 1988 and are of record in the Register's Office for Knox County, Tennessee at Book 1946, page 0385 provide for amendment in in Section 1 of Article XI as follows:

Unless specifically prohibited herein, Articles I-VIII of this Declaration may be amended by instrument signed by owners holding not less than 90% of the votes of the membership at any time. Any amendment must be properly recorded to be effective.

WHEREAS, members deem it advisable to amend the second paragraph of Section 5 entitled "Non-Payment of Assessment" of Article V.

NOW, THEREFORE, the members do hereby adopt the following amendments to the Declaration as evidenced by their respective signatures which signatures are acknowledged by a Notary Public:

1. The paragraph entitled "Non-Payment of Assessment" set forth as Section 5 of Article V of the Declarations shall, commencing on the effective date, shall read as follows:

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within 10 days after it is due, may, upon resolution of the Board of Directors and the Association (all references to the Board of Directors or to the Board in the Declaration being the board of directors the Association), bear interest at a rate not to exceed the maximum lawful rate, and may, by resolution of the Board of Directors, require the member obligated to pay the same to the payment of such lawful interest or "late charge", or both, as the said Board may fix from time to time. The Association may bring an action at law or equity against a member personally obligated to pay the same, or foreclose the lien against the lot or lots then belonging to said member. In any or all of such events the Association shall be entitled to recover said interest, late charges, costs and expenses of litigation including, but not limited to, reasonable attorney fees and reasonable costs of investigation. No owner may waive or otherwise escape liability for assessments provided for herein by non-use of the common area or abandonment of his or her lot.

2. This Amendment shall be deemed adopted when signed by owners of lots holding not less than ninety percent (90%) of the votes of the membership at any time provided, however, that enforcement of this Amendment may not be undertaken until this Amendment is properly recorded in the Office of the Register of Knox County, Tennessee.

**AMENDMENT 2022-2 TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
GRIFFIN'S GATE, UNIT 1**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions captioned above which are dated March 23, 1988 and are of record in the Register's Office for Knox County, Tennessee at Book 1946, page 0385 provide for amendment as set forth in the first two (2) sentences of Section 1 of Article XI with regard to Section 3 of Article XI:

WHEREAS, members deem it advisable to amend Section 3 entitled "Enforcement" of Article XI.

NOW, THEREFORE, the members do hereby adopt the following in place of, and as an amendment to, Section 3 of Article XI of the Declaration as evidenced by their respective signatures which signatures are acknowledged by a Notary Public as follows:

Section 3 Enforcement. The Association or any member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance, or to recover damages, or all and any combination of the foregoing. Rights of enforcement may be against the land to enforce any lien created by these covenants. Any failure by the Association or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The costs and expenses of enforcement by the Association shall be chargeable to the owner of the lot violating these covenants and restrictions and shall constitute a lien on the lot, collectable in the same manner as assessments hereunder. Such costs and expenses of enforcement shall include, but not be limited to, all costs of litigation, reasonable attorney fees and reasonable costs of investigation.

IN WITNESS WHEREOF, each of the undersigned hereby approve the adoption of the foregoing amendment.

[Separate Signature pages with forms for Notary Acknowledgement follow this page]

**AMENDMENT 2022-2 TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
GRIFFIN'S GATE, UNIT 1**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions captioned above which are dated March 23, 1988 and are of record in the Register's Office for Knox County, Tennessee at Book 1946, page 0385 provide for amendment as set forth in the first two (2) of Section 1 in Article XI with regard to Section 3 of Article XI as follows:

WHEREAS, members deem it advisable to amend Section 3 entitled "Enforcement" of Article XI.

NOW, THEREFORE, the members do hereby adopt the following in place of, and as an amendment to, Section 3 of Article XI amendments to the Declarations as evidenced by their respective signatures which signatures are acknowledged by a Notary Public:

Section 3 Enforcement. The Association or any member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance, or to recover damages, or all and any combination of the foregoing. Rights of enforcement may be against the land to enforce any lien created by these covenants. Any failure by the Association or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The costs and expenses of enforcement by the Association or by any member, or both, shall be chargeable to the owner of the lot violating these covenants and restrictions and shall constitute a lien on the lot, collectable in the same manner as assessments hereunder. Such costs and expenses of enforcement shall include, but not be limited to, all costs of litigation, reasonable attorney fees and reasonable costs of investigation.

IN WITNESS WHEREOF, each of the undersigned hereby approve the adoption of the foregoing amendment.

[Separate Signature pages with forms for Notary Acknowledgement follow this page]

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
GRIFFIN'S GATE, UNIT 1

THIS DECLARATION, made this the 23rd day of March, 1988, by Griffin's Gate Development Corporation, a Tennessee Corporation, hereinafter referred to as the "Declarant".

WHEREAS, the Declarant is the owner in fee simple of certain real property located in District Seven (7) of Knox County, Tennessee, and within the 38th Ward of the City of Knoxville, Tennessee, and is known and designated as Unit 1 of Griffin's Gate, as shown by map to be recorded in the Register's Office for Knox County, Tennessee, together with all common elements appurtenant thereto, and intends to erect thereon, a residential community known as Griffin's Gate, Unit 1, together with other adjoining areas to be developed by the Declarant.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said other common areas, and to this end, desires to subject the real property described herein above 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, the Declarant 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 property and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW THEREFORE, the Declarant hereby declares that all of the real property described hereinabove, shall be held, transferred, sold, conveyed, hypothecated, encumbered, used and occupied subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth.

*W.R. Blackstock
Knoxville, Tenn.*

BOOK 1946 PAGE 0385

STEVE HALL

NOTE BOOK
MAY 13 2 11 PM '88

RECEIVED FOR
RECORDING
MAY 13 1988

ARTICLE I.

The following words when used in this Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to The Griffin's Gate Owners Association, Inc., a non-profit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns.

Section 2. "Common Area" shall mean all real property including the improvements thereto owned by the Association to be devoted to the common use and enjoyment of the members of the Association. The common area to be owned by the Association at the time of the conveyance of the first lot, is as shown as the "Common Area" on the map of Griffin's Gate, Unit 1, as shown by map to be recorded in the Register's Office for Knox County, Tennessee.

Section 3. "Declarant" shall mean Griffin's Gate Development Corporation, a Tennessee corporation with offices at 4500 Walker Boulevard, Suite F, Knoxville, Tennessee 37917, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development. "Declarant" shall be synonymous with "developer" for the purposes of this declaration.

Section 4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.

Section 5. "Lot" shall mean and refer to the plots of land so designated on maps to be recorded in the Register's Office for Knox County, Tennessee. For all purposes hereunder, it shall be understood and agreed that Declarant shall be the owner of all said lots, save and except only those particular lots which Declarant conveys in fee simple title by recordable deed from and after date hereof, with the exception of the common area.

Section 6. "Townhouse" or "Dwelling" shall mean a single family residence unit constructed on any portion of a lot or lots as part of a residential building containing two or more single family residences.

Section 7. "Member" shall mean and refer to every person who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner whether one or more person or entities, of fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an owner.

Section 9. "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 10. "Property or Properties" shall mean that real property described hereinabove, including all common areas and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Residential Community" shall mean the development known as Griffin's Gate, Unit 1, and situate on the property.

Section 12. "Class A" lot shall mean the lot or lots owned by the lot owner, with the exception of the Declarant.

Section 13. "Class B" lot shall mean the lot or lots owned by the Declarant.

ARTICLE II.

Section 1. Property subject to Declaration. That certain real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located within the corporate limits of the City of Knoxville, within the County of Knox, State of Tennessee, and is more fully described on Exhibit A.

ARTICLE III.

The following sections of this Article III shall apply to membership in the association as that term is defined in Article I, Section 1, hereof.

Section 1. Members. Every person, as defined, who is a record owner of a fee or undivided fee interest of any lot within the property shall be a member of the Association, as defined, provided however, that anyone who

holds such interest solely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment within the residential community known as Griffin's Gate, Unit 1. Ownership of such lot shall be the sole qualification for membership.

Section 2. Classification of Members. Members shall be divided in two classes denominated as Class "A" members and Class "B" members, defined as follows:

Class "A" members shall be all owners as defined in Section 1 with the exception of the Declarant. Class "A" members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class "B" members shall be the Declarant, who shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 1. The Class "B" membership shall cease and be converted to Class "A" membership upon the first to occur of the following: (a) when the total votes outstanding in Class "A" membership are equal to the total votes outstanding in the Class "B" membership; or (b) on January 1, 1991; provided however, that if the Developer is unable to fully develop the property and sell all recorded lots to owners by reason of ban, moratorium or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event shall such period be extended for more than five years. From and after the happening of these events, whichever occurs first, the Class "B" member(s) shall be deemed to be Class "A" member(s) entitled to one vote for each lot in which it holds the interest required for membership under Section 1.

Section 3. Voting. At every meeting of the members, each of the

members shall have the right to cast his vote as defined by Article III, Section 2, on each question. The vote of the members representing a majority of the total votes cast with respect to any question, in person or by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the corporate charter, or this Declaration, or of the By-Laws, a different vote required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No members shall be eligible to vote, either in person or by proxy, or to be elected to the board of directors, who is shown on the books or management accounts of the Association to be more than 60 days delinquent in any payment due the Association.

Section 4. Proxies. A member may appoint any other member or the developer or any other person permitted by law or by the By-Laws as his proxy. In no case may any member (except the developer) cast more than one vote by proxy in addition to his vote. Any proxy must be in writing and must comply with all requirements imposed by the laws or by the Association's By-Laws.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast 1/10ths of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the By-Laws or this Declaration. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

ARTICLE IV.

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Common Area. In order to preserve and enhance the property values and amenities of the Residential Community, the Common Areas and all facilities built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

In order to provide reasonable pedestrian and vehicular ingress and egress to the property, an easement is hereby declared on the common areas contained in any portion of the property, which upon recordation of this Declaration, shall be deemed to run with the land and shall permit vehicular and pedestrian traffic and egress for each owner and each owners heirs, successor's, assigns, lessees and invitees.

Section 3. Extent of Members' Easements. The rights and easements created hereby shall be subject to the following:

A) Reasonable regulations imposed by the Association in accordance with its Articles of Incorporation and By-Laws.

B) The right of the Association to take such steps as are necessary to protect the common areas against foreclosure.

C) The right of the Association as provided in its Articles and By-Laws, to suspend the voting rights for any member or associate member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations.

D) The right of the Declarant and of the Association to grant and reserve easements and rights of way through, under, over and across the common areas, for the installation, maintenance and inspection of phones, electricity, sewer, water, master television antenna system, cable TV, storm drains, gas or other utilities.

E) The right of the Association to limit the number of guests of members.

F) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by 2/3rds of each Class of members, agreeing to such dedication, sale or transfer. Consent of mortgagees holding first deeds of trust, the Federal Housing Administration, Veterans Administration and the Federal National Mortgage Association to such dedication, sale or transfer, shall also be obtained.

G) The right of the Association to regulate parking on all lots and common areas. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible together with the right of ingress and egress in and upon said parking area.

H) The right of the Association in accordance with its Articles and By-Laws to borrow money for the purpose of improving the common areas and facilities, and with the assent of 2/3rds of each class of members, mortgage, pledge, deed in trust or hypothecate, any or all of its real or personal property as security for money borrowed or debts incurred.

Section 4. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE V.

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) emergency assessments as provided in the By-Laws, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special and emergency assessments, together with such interest thereon and costs of

collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessments is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fee due.

Section 2. Annual Assessments and Carrying Charges of the Association. Each member of the Association shall pay to the Association a monthly sum (herein elsewhere sometimes referred to as "assessments or carrying charges") equal to 1/12th of the members proportionate share, of the sum required by the Association as estimated by its Board of Directors, to meet its annual expenses, including, but not limited to the following:

A) The cost of all operating expenses of the Residential Community and services furnished, including charges by the Association for facilities and services furnished by it.

B) The cost of necessary management and administration, including fees paid to a Management Agency, if any.

C) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any.

D) The cost of such insurance as the Association may effect.

E) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Association

F) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.

G) The estimated cost of repairs, maintenance and replacement of the Residential Community to be made by the Association.

The Board of Directors of the Association shall determine the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the By-Laws. Written notice

of the annual assessment shall be sent to every owner 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 assessment on a specified lot has 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.

Declarant, for itself, its successors and assigns, agrees to pay to the Association, the net operating deficit for actual expenses incurred by the Association in meeting the above carrying charges until such time as Declarant becomes a Class "A" member.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas including the necessary fixtures and personal property related thereto or for such other purposes as the Board of Directors may consider necessary, provided that any such assessment shall have the assent of the members representing 2/3rds of the total number of votes eligible to be cast. A meeting of the appropriate members shall be duly called for this purpose, written notice of which shall be sent to all members at least 10 days but not more than 30 days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 4. Emergency Assessments. In the event of any emergency situation, condition or occurrence affecting the life, health, safety or welfare of members or property of members, the Board of Directors, acting pursuant to this section, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne prorata by all members

of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

Section 5. Non-Payment of Assessment. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due, shall be delinquent and shall, together with interest thereon, and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the lot or lots belonging to the member against whom such assessment is levied and shall bind such lot or lots in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the By-Laws, or any installment thereof, may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure the same.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within 10 days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the legal rate, and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the payment of such penalty or "late charge" as the said board may fix, and the Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the lot or lots then belonging to said member, in either of which events, interest, costs and reasonable attorney's fees. No owner may waive or otherwise escape liability for assessments provided for herein by non-use of the common area or abandonment of his lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each lot owner grants under the Board of Directors of the Association, irrevocably the power to sell his unit at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any recorded mortgage or deed of trust upon the lot (the

board of directors is authorized to elect to enforce any lien by action in court where priority is asserted over a prior recorded mortgage or deed of trust or to enforce the lien by public sale where no priority is sought over the lien of a prior recorded mortgage or deed of trust). Any such sale shall be made after first advertising the same of said property for 21 days by 3 weekly publications in some newspaper in the County of Knox, City of Knoxville, State of Tennessee, giving notice of the time and place of such sale of the owners lot. Any sale of a lot to enforce a lien for delinquent and unpaid assessments shall be free from equity or right of redemption, homestead and dower and all other exemptions, all of which are expressly waived by the lot owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the lot, except real estate and ad valorem taxes assessed against the lot. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of expenses of protecting the property and the expenses of litigation, attorneys fees and sales commission, and second to the payment of real estate and ad valorem taxes assessed against the lot and any prior recorded mortgages, and third to the payment of all amounts due the Association under the terms of the Declaration and By-Laws, and the balance, if any, to the lot owner whose lot is sold and his assigns. Upon any default in the payment of any assessments, the Board of Directors shall have the right to all rents, issues and profits from the lot in default and shall have the right to secure the payment through notice to those in possession of the lot or by entry into possession in the same manner as the mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors, or a lot owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and By-Laws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration and By-Laws or at law or in equity.

The Association shall notify the holder of the first mortgage on any lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of 60 days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of 60 days.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 7. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges or whatever nature, except the following:

A) General and special assessments for real estate taxes on the lot.

B) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the lot prior to the assessment of the lien thereon or duly recorded on said lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said Deed of Trust, mortgage instrument or encumbrance.

Section 8. Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any lot in the Residential Community shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided however, that such subordination shall apply only to assessments which have become due and payable prior to the sale or transfer of such lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all lot

owners, including the mortgaged unit. Such sale or transfer shall not relieve the purchaser at such sale of the lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, claims shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. Additional Default. Any recorded first mortgage secured on a lot in the Residential Community shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 9 of this Article.

Section 10. Maximum Annual Assessment. Until January 1 of the year in which the first lot is conveyed to any Owner, the maximum annual assessment shall be \$420.00 per lot.

A) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformity with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding period of two years, provided that any such change shall have the assent of 2/3rds of the votes

of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

ARTICLE VI.

Section 1. Architectural Control Committee. Except for the original construction upon the lots situated within the property by the Declarant and any improvements to any lot, townhouse, or to the common areas accomplished concurrently with said original construction and except for the purposes of proper maintenance and repair or as otherwise in this Declaration provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devise, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter (including any alteration of color) in any manner whatsoever any exterior or any of the common areas within the Residential Community until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction, and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural control committee designed by it. No tree on any lot shall be cut without the permission of the Association.

In the event the Board of Directors or its designated committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, such approval shall be

deemed automatically granted. Any restriction hereunder may be waived by the Board of Directors in lieu of a committee.

Section 2. Exterior Maintenance. In addition to maintenance upon the common area, 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, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvement thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance and repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VII.

Section 1. Residential Use. No lot shall be used except for private residential purposes except for such non-residential uses as may be permitted by the zoning laws of the County of Knox, State of Tennessee, from time to time. Nothing in this section, or herein elsewhere, shall be construed to prohibit the Declarant from the use of any lot or lots which Declarant owns for promotional or display purposes as models or from leaving any unit or units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article.

Section 2. Leasing. No lot within the residential community shall be rented for transient or hotel purposes or in any event for any period less than 12 months. No portion of any lot (other than the entire lot) shall be leased for any period. Any owner of any lot who shall lease such lot shall do so in writing and promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the lot shall be subject and subordinate in all respects to the provisions of this Declaration and to such By-Laws, rules and regulations relating to the use of the common areas, or other "house rules"

as the Board of Directors of the Association may from time to time promulgate. The provisions of this subsection shall not apply to any institutional mortgagee of any lot who comes into possession of the lot as a result of a foreclosure sale or other judicial sale or as a result of any proceeding in lieu of foreclosure.

Section 3. Prohibited Use and Nuisances. In order to provide for a congenial occupation of Griffin's Gate and to provide for the protection of the values of the entire development, the use of the residences and common area shall be in accordance with the following provisions:

A) Said property as shown on the map to be recorded, in the Register's Office for Knox County, Tennessee, is hereby restricted to residential dwellings for residential use. All buildings and structures erected upon said property shall be of new construction, and no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures, other than townhouse apartment buildings, being single family townhouse joined together by a common foundation, shall be constructed.

B) Each lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions hereof.

C) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the building of said townhouses to maintain during the period of construction and sale of said townhouses, upon such portion of the premises as Declarant deems necessary, such facilities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction and sale of said townhouses, including, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.

D) No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots except that dogs, cats or other household indoor pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. It shall be the prerogative of the Board of Directors to determine if the keeping of any animal is such to create a nuisance. And in the event the Board so finds, the owner shall

remove said animal or animals.

E) No advertising signs (except for one of not more than five square feet "for rent or for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said property, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said property; provided however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period or Griffin's Gate Owners Association, Inc., a non-profit corporation incorporated or to be incorporated under the laws of the State of Tennessee, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

F) All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring townhouses and streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

G) Except in the individual patio areas appurtenant to a townhouse or dwelling, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the owners of lots are hereby prohibited and restricted from using any of said property outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners of lots and is necessary for the protection of said owners.

H) Maintenance, upkeep and repairs of any patio shall be the sole responsibility of the individual owner of the lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the common area and all exteriors and roofs of the townhouses, including, but not limited to the recreation and parking areas and walks, shall be taken by the Board of Directors, or by its duly delegated representatives.

I) All fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires or conduits or systems enter the exterior walls of a townhouse, shall be maintained and kept in repair by the owner thereof. Any owner shall do no act nor any work that will impair the structural soundness or integrity of another townhouse or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other townhouses or their owners.

J) Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

K) No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owners.

L) No recreation vehicles or commercial vehicles, including, but not limited to boats, boat trailers, house trailers, camping trailers or similar type items shall be kept other than in the garage or patio of the owners townhouses, or in such place as may be provided by the Association.

M) Violations of any rules for the use of the common areas shall be punished as provided by written guidelines of the Association or other "House Rules" which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing and the

Board of Directors are hereby and elsewhere in the By-Laws authorized to adopt such rules.

N) No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

O) All drapes or window treatments shall have white or off white lining or shears.

P) None of the above restrictions shall be applicable to the Declarant during construction, or any phase thereof, of Griffins' Gate, Unit 1, or future development of adjoining property.

ARTICLE VIII.

Section 1. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights of way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennas, gas lines, storm drains, underground conduits and or such other purposes related to the provisions of public utilities and other common services to the Residential Community as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas or for the preservation of the health, safety, convenience and/or welfare of the owners of the lots and the Declarant.

Section 2. General Easement. The Declarant, so long as it shall retain record title to any lot or the common areas, and the Association reserves the right and easement to the use of the common areas and any lot or any portion thereof, as may be needed for installation, repair, maintenance or construction on such lot or any other lot or the common areas.

Section 3. Encroachments. Each townhouse and the property included in the common area shall be subject to an easement for encroachments created by construction, reconstruction, repair, shifting, movement, settlings and overhangs, as designed or constructed by the Declarant. A

valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more townhouses is partially or totally destroyed and then rebuilt, the owners of the townhouses so affected agree that minor encroachments of parts of the adjacent townhouse units or common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 4. Ingress and Egress. There is hereby created a blanket easement upon, across, over and under all of said property for ingress and egress, installation, replacing, repairing and maintaining all phones, electricity, sewer and water, master television antenna system, cable T.V., storm drains, gas or other utilities. By virtue of this easement, it shall be expressly permissible for the providing utility suppliers to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and or telephone wires, circuits and conduits on above, across and under the roofs, exterior walls and crawl space of said townhouses. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and common area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the common area and any townhouse to perform their duties of maintenance and repair of the townhouse or common area provided for herein.

Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article in no way affect any other recorded easement on said premises.

ARTICLE IX.

Section 1. General Rules of Law to Apply to Party Walls. Each wall which is built as a part of the original construction of the homes upon the

properties and placed on the dividing line between the 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 reasonable repair and maintenance of a party wall shall be shared by the owners 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 who has used the wall may restore it, and if the other owners 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 owners to call for a larger contribution from the others 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 who, by his negligent or willful acts, 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 to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owners successors 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 arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE X.

Each owner of a lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by this Association. A copy of all such agreements shall be available to each owner and their respective mortgagee. Any and all management agreements entered into by the Association shall be for a term no longer than one year, renewable for

successive one year periods upon 30 days written notice, and provide that said management agreement may be cancelled upon affirmative vote of 60 percent of the votes of each class of the members of the Association. In no event shall such management agreement be cancelled prior to the affecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to affect a new management agreement prior to the expiration of any management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 1. Casualty Insurance or Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the common area 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.

In addition to casualty insurance on the common area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, with deduction for depreciation or coinsurance, of all the dwelling units, including the structural portions and fixtures

thereof, owned by such owners. 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 owners, as levied by the Association. 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 homeowners.

Section 2. 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.

In the event that the Association is maintaining blanket casualty and fire insurance on the dwelling units, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. Annual Review of Policies. 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 the property which may have been damaged or destroyed.

ARTICLE XI.

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of 20 years from the date of this Declaration is recorded unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of 10 years each unless an instrument signed by the then owners of

90% of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least 90 days in advance of any action taken. Unless specifically prohibited herein, Articles I through VIII of this Declaration may be amended by instrument signed by owners holding not less than 90% of the votes of the membership at any time. Any amendment must be properly recorded to be effective.

The Declarant reserves the right for a period of two years from the date hereof to unilaterally amend this Declaration in whole or in part to conform this Declaration to the requirements of any governmental agency, Federal, State or Local, and for the requirements of any mortgage lender.

Section 2. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association or any member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the owner of the lot violating these covenants and restrictions and shall constitute a lien on the lot, collectable in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provision which shall remain in full force and effect.

Section 5. Waiver. No restriction, conditions, obligations or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

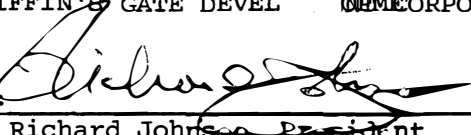
Section 6. Gender. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

ARTICLE XII.

Additional residential property and common area may be annexed to the properties by the developer.

IN WITNESS WHEREOF, Griffin's Gate Development Corporation has caused this instrument to be executed and its name to be signed hereto by its duly authorized officer or officers, as shown below, by authority of its Board of Directors, this the 23rd day of March, 1988.

GRIFFIN'S GATE DEVEL ~~OPME~~CORPORATION

By: 

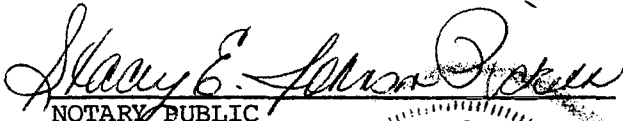
Richard Johnson President

STATE OF TENNESSEE)

COUNTY OF KNOX)

Personally appeared before me, the undersigned authority, RICHARD JOHNSON, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the PRESIDENT of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 23rd day of March, 1988.


NOTARY PUBLIC

My Commission Expires:

4-19-89

WRB/sjp/204/R/GG



EXHIBIT A

SITUATED in District Seven (7) of Knox County, Tennessee, and within the 38th Ward of the City of Knoxville, Tennessee, and being more fully described as follows:

BEGINNING at an iron rod in the Southeast line of Cedar Drive, said iron rod being located 45 feet from the center line of Cedar Drive, and also being located 165.5 feet North of the center line of Rowan Road; thence from said Beginning point with the Southeast line of Cedar Drive, as the same curves to the right, on a chord of North 38 deg. 38 min. East, a chord distance of 362.08 feet to an iron rod; thence continuing with Cedar Drive, North 44 deg. 34 min. East, 53.0 feet to an iron rod; thence South 57 deg. 26 min. East, 165.0 feet to a point; thence South 42 deg. 34 min. West, 125.0 feet to a point; thence South 24 deg. 51 min. 10 sec. East, 164.6 feet to a point; thence South 33 deg. 22 min. West, 210.0 feet to a point; thence North 56 deg. 38 min. West, 320.0 feet to an iron rod in the Southeast line of Cedar Drive, the place of BEGINNING.

BY-LAWS

OF

GRIFFIN'S GATE OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION: The name of the corporation is Griffin's Gate Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Suite F
4450 Walker Boulevard Knoxville, Tennessee 37917, but meetings of members and directors may be held at such places within the State of Tennessee, County of Knox, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Griffin's Gate Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean and refer all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the common area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Griffin's Gate Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Register's Office for Knox County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 11:00 o'clock a.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote 1/4th of all the votes of the Class "A" membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, 1/10th of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement

at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of

Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- a) adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations.
- c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 1/4 of the Class "A" members who are entitled to vote.
- b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- c) as more fully provided in the Declaration, to:
 - 1) fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessments.

2) send written notice of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period.

3) foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same.

d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e) procure and maintain adequate liability and hazard insurance on property owned by the Association.

f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

g) cause the common area to be maintained.

h) cause the exterior of the dwellings to be maintained.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of the officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Treasurer

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6% per annum, and the Association may bring an action at law against the owner 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 assessments. No owner may waive

or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Griffin's Gate Homeowners Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class "B" membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Griffin's Gate Owners Association, Inc., have hereunto set our hands this the 23rd day of March, 1988.

Leed L. M. Chy
 G. Douglas Jones
 Michael & Son

STATE OF TENNESSEE)

COUNTY OF KNOX)

Personally appeared before me, _____

Gerald L. McCoy, C. Douglas Irwin, and Richard Johnson

with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 23rd day of MARCH, 1988.

A. Mark Leah

NOTARY PUBLIC

My Commission Expires:

12-17-90

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Griffin's Gate Owners Association, Inc., a Tennessee corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 23rd day of March, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association, this the 23rd day of March, 1988.

Paul A. McCoy

SECRETARY



OWNERS ASSOCIATION, INC.
5001 GRIFFIN'S GATE LANE
KNOXVILLE, TENNESSEE 37912-3656

AMENDMENT: Article III, Section 1 By-Laws of the Griffins Gate Owners Association, Inc.

RE: Time and date of the Annual Association Meeting.

" The Annual Meeting of the members will be held on the second Tuesday in March, at 7:30 p.m., at a location to be announced, except, should circumstances warrant, it may be held, after required notice, within 30 days of such date, at 7:30 p.m. ."

Approved by the Association on March 12, 1991.

AMENDMENT: Article IV, Section 10 Declaration of Covenants, Conditions, and Restrictions

RE: Maximum annual assessment fee.

On March 10, 1992 the Finance Committee proposed an increase in assessment fees \$10.00 per month, making it \$45.00 per month, raising the maximum annual assessment fee to \$540.00 per lot.

Approved by the Association on March 10, 1992.



OWNERS ASSOCIATION, INC.
5001 GRIFFIN'S GATE LANE
KNOXVILLE, TENNESSEE 37912-3656

AMENDMENT: Article IV, Section 10 Declaration of Covenants, Conditions,
and Restrictions

RE: Maximum annual assessment fee.

On March 8, 1994 the Finance Committee proposed an
increase in assessment fees \$15.00 per month, making
it \$60.00 per month, raising the maximum annual
assessment fee to \$720.00 per lot.

Approved by the Association on March 8, 1994.

AMENDMENT: Article VII, Section 8 By-Laws of Griffins Gate Owners Association,
Inc.

RE: Annual audit of Association books.

"; cause an annual internal audit of Association books
to be made by the Finance Committee at the completion
of each fiscal year; "

Approved by the Association on March 8, 1994.