

INSTRUMENT NO. 19879

This Instrument Prepared By
MASTERS & WOODS
Suite 601 Franklin Square
9724 Kingston Pike
Knoxville, Tennessee 37922
615/693-9369

AGREEMENT
and
DECLARATION OF RESTRICTIONS

C 42.00
#3690

This Agreement and Declaration of Restrictions ("Declaration") is made as of the 25th day of March, 1985, between BILL A. HODGES CONSTRUCTION CO., INC., a Tennessee corporation ("Developer") and ANNA LOU REYNOLDS, of Knox County, Tennessee ("Reynolds") and JOE S. REYNOLDS, III, of Knox County, Tennessee.

WHEREAS, Reynolds is the owner of certain real property described in Exhibit A ("Reynolds Property"); and

WHEREAS, Franklin Hill, a subdivision of Knox County, Tennessee, as shown on the plat of record in Map Book 81-S, Page 29, in the Office of the Register of Deeds for Knox County, Tennessee ("Franklin Hill") is subject to the Declaration of Restrictions and Easement for Franklin Hill, recorded in Warranty Book 1817, Page 539, in the Office of the Register of Deeds for Knox County, Tennessee ("Franklin Hill Restrictions"); and

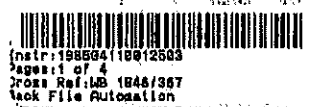
WHEREAS, Developer is the Developer defined in the Franklin Hill Restrictions; and

WHEREAS, Reynolds desires to plan for the orderly development of the Reynolds Property by making the Reynolds Property subject to the Franklin Hill Restrictions, and Developer desires to assist Reynolds in the orderly development of the Reynolds Property by permitting a developmental connection between the Reynolds Property and Franklin Hill,

NOW, THEREFORE, IN CONSIDERATION of the premises and the benefit to be derived from the execution of these Declarations, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties agree as follows:

1. Where applicable, all definitions and other provisions of the Franklin Hill Restrictions are incorporated into this Declaration by reference as fully as if set forth in their entirety.
2. The term "Commencement Date," as used in this Declaration, shall be the first date on which Winmont Turn, as shown on the plat of record for Franklin Hill, is used for ingress and egress for the Reynolds Property.
3. The Reynolds Property is hereby made subject to the Franklin Hill Restrictions, from and after the Commencement Date, with the following exception:

The existing dwelling erected on the Reynolds property is exempt from compliance with all provisions of the Franklin Hill Restrictions or with the additional restrictions imposed herein with which on this date it does not comply; provided, however, that from and after the Commencement Date, any future improvements to that dwelling or to the Reynolds Property in whole or in part must comply with the Franklin Hill Restrictions and with the additional restrictions imposed herein.



4. The following additional restrictions shall govern the Reynolds Property from and after the Commencement Date:
 - a. All structures erected on the Reynolds Property shall use copper guttering and cedar-shake roofing material of the type then in use in Franklin Hill.
 - b. The plans and specifications for all structural improvements, including without limitation new construction, erected on the Reynolds Property shall be submitted prior to commencement of the improvement to Developer for approval; provided, however, that at such time as the Franklin Hill Homeowners' Association shall have authority over Franklin Hill, as defined in the Franklin Hill Restrictions, such request for approval shall be made to the Franklin Hill Homeowners' Association.
5. Any extension of Winmont Turn, as shown on the plat of record for Franklin Hill, or any roadway extending to Winmont Turn, onto the Reynolds Property must terminate on the Reynolds Property and may not serve any land adjacent to the Reynolds Property.
6. Any subdivision of the Reynolds Property shall be named Franklin Hill, Phase 2, at which time all owners of Lots in Franklin Hill, Phase 2, shall have all rights and obligations of Lot Owners in Franklin Hill.
7. This Declaration runs with the land; and any heirs, transferees, or devisees of any interest in the Reynolds Property or any portion of the Reynolds Property are bound by the terms of this Declaration.
8. Notwithstanding any provision of this Declaration to the contrary, in the event that all or any portion of the Reynolds Property is conveyed by sale or gift (other than by will or descent) to Joe S. Reynolds III, then this Declaration shall not apply to that portion of the Reynolds Property so conveyed; provided, however, that if that portion of the Reynolds Property so conveyed has (prior to the conveyance) been accessed for ingress and egress from Winmont Turn by extension of Winmont Turn, then this Declaration shall apply to that portion of the Reynolds Property conveyed to Joe S. Reynolds III; and provided, further, that if Joe S. Reynolds III conveys in any manner any interest in the Reynolds Property, then the property so conveyed by Joe S. Reynolds shall be subject to this Declaration.

AS EVIDENCE of this Declaration, the undersigned execute this Declaration as of the 25th day of March, 1985.

Anna Lou Reynolds
 Anna Lou Reynolds

Joe S. Reynolds III
 Joe S. Reynolds, III

BILL A. HODGES
 CONSTRUCTION CO., INC.

By [Signature]
 Bill A. Hodges, President



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 Pages: 2 of 4

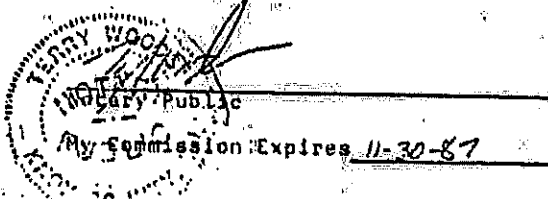
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BOOK 1846 PAGE 368

STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, TERRY WOODS a notary public of the state and county aforesaid, ANNA LOU REYNOLDS, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

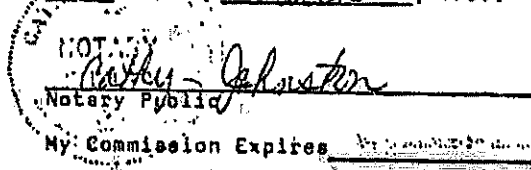
WITNESS my hand and seal, at office, this 2nd day of MARCH, 1985.


TERRY WOODS
Notary Public
My Commission Expires 11-30-87

STATE OF TENNESSEE)
COUNTY OF KNOX)

BEFORE me, Cathy Johnston, of the state and county aforesaid, personally appeared BILL A. HODGES, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of BILL A. HODGES CONSTRUCTION CO., INC., the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

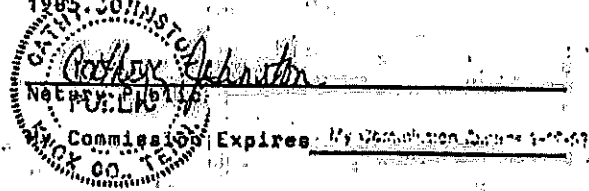
WITNESS my hand and seal at office in Knoxville, Tennessee, this 25th day of MARCH, 1985.


Cathy Johnston
Notary Public
My Commission Expires

STATE OF TENNESSEE)
COUNTY OF KNOX)

BEFORE me, Cathy Johnston, of the state and county aforesaid, personally appeared JOE S. REYNOLDS, III, the within named bargainer (s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 25th day of MARCH, 1985.


Cathy Johnston
Notary Public
My Commission Expires

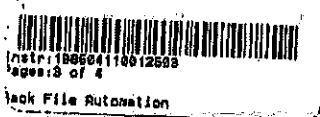


EXHIBIT A

(Description of Reynolds Property)

SITUATED in District 6 of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, and more particularly described as follows:

BEGINNING at a point marking the Northwest corner of the property conveyed by Anna Lou Reynolds to Joe S. Reynolds III by deed dated October 12, 1976, of record in the Office of the Register of Deeds for Knox County, Tennessee; thence South 79° 45' West 349 feet to an iron pin; thence South 6° 30' East 600 feet to an iron pin; thence North 78° East 500 feet to an iron pin; thence North 3° East 404.8 feet to a point marking the Southeast corner of the Joe S. Reynolds III tract; thence along the Southern line of said tract South 79° 45' West 205.26 feet to a point; thence along the Western line of said tract North 10° 15' West 190 feet to the point of BEGINNING;

BEING THE SAME PROPERTY conveyed to Anna Lou Reynolds and Joe S. Reynolds, Jr. (Joe S. Reynolds, Jr., now deceased) by deed dated June 6, 1960, and recorded in Warranty Book 1147, Page 59, in the Office of the Register of Deeds for Knox County, Tennessee, excluding that portion conveyed to Joe S. Reynolds III as described.

~~RECEIVED FOR~~
STEVE HALL

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This Instrument Prepared By
MASTERS & WOODS
Suite 601 Franklin Square
9724 Kingston Pike
Knoxville, Tennessee 37922

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DECLARATION OF RESTRICTIONS AND EASEMENT
FOR FRANKLIN HILL

WHEREAS, the undersigned BILL A. HODGES CONSTRUCTION CO., INC., a Tennessee Corporation, (hereinafter referred to as "Developer"), being the owner of Franklin Hill, a residential development, situated in the Sixth Civil District of Knox County, Tennessee, has established a general plan for the improvement and development of the Subdivision FRANKLIN HILL (hereinafter referred to as "Subdivision"), as shown on the map of the same of record in Map Book 104L, Page 31, and as may be shown by any amended or supplemental map of the Subdivision subsequently recorded in the Register's Office for Knox County, Tennessee.

WHEREAS, Developer desires to place certain covenants, conditions, reservations and restrictions upon the use of all lots and portions of such lots for the benefit and protection of purchasers of dwellings erected thereon; in order to establish and maintain a sound value for such dwellings; and to maintain the aesthetic quality of the development.

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the Developer does hereby restrict the use of all lots in said Subdivision and places upon said land the following covenants and restrictions, to run with title to the land, and the grantee of any deed conveying any lot or lots and dwellings thereon erected, shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply and be bound by all such covenants and restrictions as follows:

1. The term "Lot" as used herein shall refer to only those numbered lots, as shown on said subdivision plat of FRANKLIN HILL of record in Map Book 104L, Page 31, and as may be shown by any amended or supplemental map of the Subdivision subsequently recorded in the Register's Office for Knox County, Tennessee. Such lots, and each and every one thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes shall be erected, placed, permitted, or maintained on such premises or on any part thereof.
2. The term "Lot Owner" as used herein shall refer to the record owner of a numbered Lot as shown on said subdivision plat of FRANKLIN HILL, described in Paragraph 1 hereof, excluding those having such interests as security for the performance of an obligation.
3. Developer grants and conveys to each Lot Owner with the conveyance of each deed to each Lot a permanent and perpetual easement for ingress and egress, fifty (50) feet in width along the Eastern boundary of the real property described in Exhibit A, Exhibit B and Exhibit C attached hereto.

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FRANKLIN HILL
BOOK 104L
PAGE 31

This easement is appurtenant to and runs with land and shall inure to the benefit of and be binding on the Development and Lot Owners and to their respective successors, assigns, purchasers and mortgagees.

4. The Developer shall cause the formation of a Tennessee not-for profit corporation (hereinafter called the Homeowners' Association") to be called the Franklin Hill Homeowners' Association or a name similar thereto. Upon formation of such Association:
- (a) Each Lot Owner, in accepting a deed for any Lot in FRANKLIN HILL Subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws and Rules of the Franklin Hill Homeowners' Association. Each Lot Owner's membership shall terminate upon the sale or other disposition of such member of his Lot, at which time the new Lot Owner shall automatically become a member of the Homeowners' Association.
 - (b) The provisions of Exhibit "D" attached hereto and made a part hereof, or provisions similar thereto, shall be adopted as the charter of incorporation of the Homeowners' Association.
 - (c) The provisions of Exhibit "E" attached hereto and made a part hereof, or provisions similar thereto, shall be adopted as the Bylaws of the Homeowners' Association.
 - (d) Until the date of the first annual meeting of the members of the Homeowners' Association, as provided in the Bylaws of the Association, no member of the Homeowners' Association shall have any voting rights on any matter.
 - (e) Commencing with the date of the first annual meeting of the members of the Homeowners' Association, each member shall have one vote.
 - (f) Each member shall be subject to assessment for the payment of costs and expenses incident to the general maintenance and planting of the common entrance areas, to all other common community services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners and to the administration of the Homeowners' Association as provided for in these covenants and restrictions, the Charter of Incorporation and the Bylaws. If any Lot Owner shall not pay assessment within sixty (60) days of due date, the Homeowners' Association may employ an attorney for collection. If the Homeowners' Association hires any attorney to enforce the collection of any assessment, all costs incurred in the enforcement, including reasonable attorney's fees, shall be paid by Owner of the Lot or Lots, and the Homeowners' Association shall have a lien upon the Lot or Lots to secure payment of all such accounts. Each Lot Owner shall be responsible for maintenance of such portion of the sidewalks that are contiguous to their Lot. Each member shall be subject to assessment for the payment of costs and expenses incident to the maintenance of the easement for ingress and egress from Kingston Pike into the Subdivision provided in Paragraph 3 herein. Said expenses for the maintenance of the easement shall be prorated between the Lot Owners of FRANKLIN HILL Subdivision and the Unit Owners of FRANKLIN SQUARE, a horizontal property regime, according to Agreement recorded in Deed Book 1817, Page 527 in the Register's Office for Knox County, Tennessee.

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Ruth Bailey Brown
Officer, Franklin Hill Homeowners' Assoc, Inc.

Edmund P. Hines
Officer, Franklin Hill Homeowners' Assoc, Inc.

6-30-87
Date

BOOK 1921 PAGE 0117



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This easement is appurtenant to and runs with the land and shall inure to the benefit of and be binding on the Developer and Lot Owners and to their respective successors, assigns, purchasers and mortgagees.

4. The Developer shall cause the formation of a Tennessee not-for-profit corporation (hereinafter called the "Homeowners' Association") to be called the Franklin Hill Homeowners' Association or a name similar thereto. Upon formation of such Association:

- (a) Each Lot Owner, in accepting a deed for any Lot in FRANKLIN HILL Subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws and Rules of the Franklin Hill Homeowners' Association. Each Lot Owner's membership shall terminate upon the sale or other disposition of such member of his Lot, at which time the new Lot Owner shall automatically become a member of the Homeowners' Association.
- (b) The provisions of Exhibit "D" attached hereto and made a part hereof, or provisions similar thereto, shall be adopted as the charter of incorporation of the Homeowners' Association.
- (c) The provisions of Exhibit "E" attached hereto and made a part hereof, or provisions similar thereto, shall be adopted as the Bylaws of the Homeowners' Association.
- (d) Until the date of the first annual meeting of the members of the Homeowners' Association, as provided in the Bylaws of the Association, no member of the Homeowners' Association shall have any voting rights on any matter.
- (e) Commencing with the date of the first annual meeting of the members of the Homeowners' Association, each member shall have one vote.
- (f) Each member shall be subject to assessment for the payment of costs and expenses incident to the general maintenance and planting of the common entrance areas, to all other common community services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners and to the administration of the Homeowners' Association as provided for in these covenants and restrictions, the Charter of Incorporation and the Bylaws. Each Lot Owner shall be responsible for maintenance of such portion of the sidewalks that are contiguous to their Lot. Each member shall be subject to assessment for the payment of costs and expenses incident to the maintenance of the easement for ingress and egress from Kingston Pike into the Subdivision provided for in Paragraph 3 herein. Said expenses for the maintenance of the easement shall be prorated between the Lot Owners of FRANKLIN HILL Subdivision and the Unit Owners of FRANKLIN SQUARE, a horizontal property regime, according to Agreement recorded in Deed Book 1817, Page 527 in the Register's Office for Knox County, Tennessee.

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5. No sign of any character shall be erected, except as outlined herein, on any lot, including the displaying or placing of any "For Sale" or "For Rent" sign on any lot or lots or upon any structure without the prior written approval of the Homeowners' Association, or prior to the first annual meeting of the Homeowners' Association, the prior written approval of the Developer. Said Homeowners' Association and/or Developer shall approve not only the size, condition and contents of the sign but the location of the sign on the lot.
6. In the design of houses to be constructed upon the lots or any portion of any lot, the following specific requirements shall be observed:
- (a) All exterior architectural design shall be compatible with the style and general feeling of houses constructed by the original Developer, Hill A. Hodges Construction Co., Inc. and all plans shall be subject to written approval by the Developer.
 - (b) All roofs shall be constructed of cedar shake shingles.
 - (c) Each house shall contain not less than one-thousand seven-hundred-fifty (1,750) square feet of habitable living space, excluding basement and garage; provided, however a two story house shall contain not less than two-thousand (2,000) square feet of habitable living space, excluding basement and garage.
 - (d) All services for utilities shall be placed underground where underground utilities are approved by the utility companies having jurisdiction. No exposed or exterior radio or television transmission or receiving antennae shall be erected, placed, or maintained on any part of such premises.
 - (e) Garages must be integral in design with the dwellings.
 - (f) No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or materials be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. All lots and dwellings on lots shall be maintained in a meticulous and well kept condition at all times.
 - (g) Swimming pools, decks, patios and landscape features may be erected within all rear and side yards only with the prior written approval of the Homeowners' Association, or prior to the first annual meeting of the Homeowners' Association, with the prior written approval of the Developer, and as allowed under the building and zoning code in force at such time.
7. No detached outbuilding, as said term is defined herein, shall be erected on any lot or on any part of said lots. The

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term "detached outbuilding" as used in these covenants and restrictions, shall mean any carport, quarters for domestic servants, laundry room, tool or workshop, guest house, above ground swimming pool installation or any other structure of any kind which extends more than three feet above the normal surface of the ground, and which is detached from the single-family residence located or to be located on such building lot.

8. No fence or fences shall be erected or maintained on any lot or lots without the written approval of the Homeowners' Association, or prior to the first annual meeting of the Homeowners' Association, without the written approval of the Developer.
9. It shall not be permissible to erect any temporary building on any building site, except during construction, and no outbuilding of any kind shall be used for occupancy.
10. Except for structures which are permitted by other provisions hereof, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected on any lot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the dwelling and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.
11. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem necessary for development purposes.
12. No garbage or trash incinerator shall be permitted on a lot. The lot owner shall keep and maintain on said lot, covered garbage containers in which all garbage shall be kept until removed from the lot. Such garbage containers shall be kept at all times, at the option of the lot owner, either within a side or rear yard or within underground garbage receptacles located on the lot. In no event shall garbage containers create a visual detriment to the subdivision.
13. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Homeowners' Association or, prior to the first annual meeting of the Homeowners' Association, by the Developer.
14. No horses, cattle, swine, reptiles, game birds or poultry shall be kept, permitted, raised or maintained on any lot on said land. No other animals, birds, or fowl shall be kept, raised or maintained on any such lot except for normal use of the occupants, and not for any commercial or breeding use. No pets shall be permitted to run at large unless accompanied by their owners and unless on a leash.
15. The Developer, for itself and its successors and assigns, hereby reserves and is giving a perpetual, alienable and

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reasonable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewer disposal purposes or for the installation, maintenance, transmission and use of drainage, sewage and other conveniences or utilities on, over and under all of the easements shown on the said plat (whether such easements are shown on the said plat to be drainage, utilities or other purposes) and on, over and under a 10-foot strip along the interior side lot lines of each Lot shown on the said plat, and the Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph except as mandated by the Metropolitan Planning Commission, Knox County, and the utility companies servicing the Subdivision.

16. The owners of the Lot or Lots subject to the privileges, rights and easements referred to in Paragraph 15 herein shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns except as herein stated.
17. Whenever there shall have been built or there shall exist any structure or condition which is in violation of these covenants and restrictions, the Homeowners' Association, or prior to the first annual meeting of the Homeowners' Association, the Developer shall give notice to the Lot Owner involved and the Lot Owner shall have ten (10) days within which to remove any structure or correct any condition which is in violation of these covenants and restrictions. In the event the Lot Owner fails to remove any such structure or correct any such condition after the expiration of ten (10) days, then and in that event the Homeowners' Association and/or the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Lot Owner of such property, which expense shall be payable by such Lot Owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Homeowners' Association and/or the Developer liable in any way for any damages on account thereof. The Developer shall have a lien on said property until the expense is paid.
18. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions.
19. The Developer reserves and shall have the sole right prior to the first annual meeting of the Homeowners' Association (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of these covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the

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provisions contained herein, and (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained.

20. The covenants and restrictions as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and shall be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2004, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 20 years each, unless within six months prior to the first day of January, A.D. 2004, or within six months preceding the end of any such successive 20 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat of Franklin Hill shall be placed on record in the Office of the Register of Deeds of Knox County, Tennessee, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 20 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.
21. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.
22. No building or any part thereof, including garages and porches, shall be erected on any lot closer than 35 feet to the front street line, or closer than 8 feet to either side lot line, or closer than 25 feet to the rear lot line (provided, however, that in the case of corner lots the set back from the side street line shall not be less than 35 feet). Where one or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein the Developer shall have the right to permit reasonable modifications of the setback requirements where in its discretion strict enforcement of these setback provisions would work a hardship.
23. No large trucks and no commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage nor parked on any street in the Subdivision except while engaged in transporting to or from a residence in the Subdivision. No automobiles, light duty trucks, motorcycles or any other motor vehicle shall be parked or stored long-term on any street in the Subdivision.
24. No private residence erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required.

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nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within twelve (12) months from the start thereof, provided, that the Developer may extend such time when in its opinion conditions warrant such extension.

25. Notwithstanding any provisions contained herein to the contrary, the Developer reserves the sole and exclusive right to control and approve the construction, removal or other improvements on or to each structure or lot in the manner and to the extent set forth herein. No residence or other building, or other structure or improvement, regardless of size or purpose, shall be commenced or erected on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, size, materials, floor plans, exterior color and orientation on the building lot, construction schedule, and such other information as the Developer shall require, including if so required, plans for the grading and landscaping of the building lots showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer and until a copy of all such plans and specifications, as finally approved by the Developer, have been lodged permanently with the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in the Developer's opinion for any reason, including purely aesthetic reasons. In the event the Developer fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Developer shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building lot on said land.

26. In addition to the provisions contained herein relating to amendment and/or waiver of these covenants and restrictions, these covenants and restrictions may also be amended or waived by the members of the Homeowners' Association only after the first annual meeting of the Homeowners Association in the following manner:

- (a) Written notice of the time and place of the meeting which specifically states the amendment(s) and/or waiver(s) to be considered shall be delivered to the residence of each member of the Homeowners' Association and the office of the Developer at least ten (10) days before the meeting.
- (b) The amendments and/or waivers must be adopted by 75% of the Lot Owners.
- (c) Amendment(s) and/or waiver(s) so adopted shall be effective when reduced to a writing executed by any two officers of the Homeowners' Association, and placed on record in the office of the Register of Deeds for Knox County, Tennessee.

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~~BOOK 1817 PAGE 645~~



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IN WITNESS WHEREOF, the Bill A. Hodges Construction Co., Inc. has hereunto set its hand on this 21st day of MAY, 1984.

BILL A. HODGES CONSTRUCTION CO., INC.

By: [Signature]
President

ATTEST:

By: [Signature]
Secretary

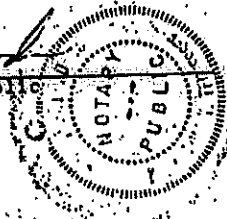
STATE OF TENNESSEE)
COUNTY OF KNOX) ss

On this 21st day of MAY, 1984, before me appeared Bill A. Hodges, to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn (or affirmed) did say that he is the President of BILL A. HODGES CONSTRUCTION CO., INC., and that the said instrument was signed in behalf of said corporation, by authority of its Board of Directors (or Trustees) and said President acknowledged said instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at office on the date recited above.

Commission Expiration: 11-30-87

[Signature]
Notary Public



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EXHIBIT A

Description of Phase One

SITUATED IN District 6 of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, being more fully described as follows:

BEGINNING at an iron pin in the Southern line of Kingston Pike, said iron pin being located in a Westerly direction 658 feet, more or less, from the point of intersection of the Southern line of Kingston Pike with the Western line of Triplett Road, South 10° 01' East, 165 feet to a point; thence South 62° 35' West, 60 feet to a point; thence South 27° 25' East 85 feet to a point; thence South 10° 01' East, 185 feet to a point; thence South 64° 29' West, 34 feet to a point; thence North 27° 25' West 8 feet to a point; thence South 62° 35' West, 150 feet to a point; thence North 27° 25' West, 10 feet to a point; thence South 62° 35' West, 40 feet to a point; thence North 25° 03' West, 48 feet to an iron pin; thence South 63° 29' West, 24.01 feet to an iron pin; thence North 27° 45' West, 351.52 feet to an iron pin in the right-of-way of Kingston Pike; thence with the right-of-way of Kingston Pike, North 62° 35' East, 412.76 feet to the point of BEGINNING, and containing 3.02 acres, more or less, according to the survey of Bender and Lemay, dated November 25, 1981 (drawing number L-1195).

BEING A PART OF THE SAME PROPERTY conveyed to Bill A. Hodges Construction Company, Inc., by deed of record in Deed Book 1748, Page 372, in the Office of the Register of Deeds for Knox County, Tennessee.

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EXHIBIT B

Description of Phase Two

SITUATED in District 6 of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, being more fully described as follows:

BEGINNING at an iron pin in the Southern line of Kingston Pike, said iron pin being located in a Westerly direction 658 feet, more or less, from the point of intersection of the Southern line of Kingston Pike and the Western line of Triplett Road, said iron pin also marking the common corner between the property herein described and the property of Maddox; thence from said point of BEGINNING, with the line of Maddox, South 09° 59' 20" East, 576.91 feet to a point; thence leaving the line of Maddox, South 62° 36' 40" West, 222.23 feet to a point; thence North 25° 02' 55" West, 82.78 feet to an iron pin corner to Cokesbury Methodist Church; thence with the line of Cokesbury Methodist Church, three calls and distances as follows: North 25° 02' 55" West, 116.22 feet to an iron pin; thence South 63° 28' 50" West, 23.99 feet to an iron pin; thence North 27° 43' West, 351.32 feet to an iron pin in the Southern line of Kingston Pike; thence with the Southern line of Kingston Pike, North 62° 36' 40" East, 412.61 feet to the point of BEGINNING, as shown by the survey of Sterling Engineering, Inc., dated August 8, 1983.

THERE IS EXCLUDED FROM this parcel any portion of the property therein lying within Phase One, which is described in Exhibit A to this Agreement.

BEING A PART OF THE SAME PROPERTY conveyed to Bill A. Hodges Construction Co., Inc., by deed of record in Deed Book 1748, Page 372, in the Office of the Register of Deeds for Knox County, Tennessee.

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EXHIBIT C

Description of Future Development Land

SITUATED IN District 6 of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, being more fully described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin in the Southern line of Kingston Pike, said iron pin being located in a Westerly direction 658 feet, more or less, from the point of intersection of the Southern line of Kingston Pike and the Western line of Triplett Road, said iron pin also marking the common corner to Maddox; thence with the line of Maddox, South 09° 59' 20" East, 576.91 feet to a point, being the point of BEGINNING; thence from said point of beginning, and continuing with the line of Maddox, South 09° 59' 20" East, 420.53 feet to an iron pin; thence North 86° 21' 50" West, 336.82 feet to a point; thence South 74° 30' 30" West, 80 feet to a point; thence North 22° 29' 30" West, 295 feet to a point in the line of Cokesbury Methodist Church; thence with the line of Cokesbury Methodist Church, North 62° 36' 35" East, 248.65 feet to an iron pin corner; thence South 25° 02' 55" East, 82.78 feet to a point; thence North 62° 36' 40" East, 222.23 feet to the point of BEGINNING, as shown by the survey of Sterling Engineering, Inc., dated August 8, 1983.

BEING A PART OF THE SAME PROPERTY conveyed to Bill A. Hodges Construction Co., Inc., by deed of record in Deed Book 1748, Page 372, in the Office of the Register of Deeds for Knox County, Tennessee.

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EXHIBIT D
CHARTER OF INCORPORATION
OF
FRANKLIN HILL HOMEOWNERS' ASSOCIATION, INC.

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, Tennessee Code Annotated Section 48-101 et seq., hereby adopts the following charter for the purpose of forming a not-for-profit corporation:

1. The name of the Corporation is FRANKLIN HILL HOMEOWNERS' ASSOCIATION, INC.

2. The duration of the Corporation is perpetual.

3. The address of the principal office of the Corporation in the State of Tennessee shall be Suite 603, Franklin Square, 9724 Kingston Pike, Knoxville, Knox County, Tennessee 37922.

4. The Corporation is not for profit.

5. The purposes for which the Corporation is organized are:

(a) to promote and develop the common good and social welfare of residents of Franklin Hill which shall be developed by Bill A. Hodges Construction Co., Inc., a Tennessee corporation, hereinafter called the Developer on lands in Knox County, Tennessee, more particularly described in FRANKLIN HILL SUBDIVISION: Plat of record in Map Book 104L, Page 31 and any subsequent amendments to draft Plat recorded in the Knox County Register of Deeds Office or on other lands acquired by the Developer from time to time for the expansion of FRANKLIN HILL SUBDIVISION as described in supplemental plats filed of record in the Knox County Register of Deeds Office; provided, however, that only those portions of the lands described in the above-described Plat, amended plat or of lands hereafter acquired by the Developer as shall hereafter be actually subjected to covenants, liens, charges, conditions, or restrictions for the support and benefit of the Corporation and the welfare or betterment of such communities or residents thereof created by deed, indenture, agreement, executed by the Developer, or declaration approved, ratified, or adopted by resolution of the Board of Directors of this Corporation, shall be considered as the community or communities described in these Articles of Incorporation and the proper object of the powers and purposes of this Corporation.

(b) to engage in any lawful act or activity permitted by the laws of the State of Tennessee and the United States which may be hereafter authorized by the directors of the Corporation.

6. The Corporation shall have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the Tennessee General Corporation Act, Tennessee Code Annotated Sections 48-101 et seq., may now or hereafter have or exercise. The Corporation is to have members, whose qualifications, rights and duties shall be set forth within the Bylaws of the Corporation.

7. Every person or entity who is a record owner of a fee interest in any lot in FRANKLIN HILL SUBDIVISION (as it now exists or as it is later expanded), is subject to assessment by the Association, and qualifies in accordance with the Bylaws, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such lot shall be the sole qualification for membership.



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ship. Upon termination of the interest of the Lot Owner, his or her membership shall automatically terminate and shall be transferred and shall inure to the new Lot Owner succeeding him or her in interest.

8. The property, affairs and business of the Corporation shall be managed by a Board of Directors. The initial Board of Directors shall be composed of three (3) persons who need not be members of the Association. The number of Directors may be changed pursuant to the Bylaws of the Association. The name and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Bill A. Hodges
9724 Kingston Pike
Knoxville, Tennessee 37922

Joe S. Reynolds, III
9724 Kingston Pike
Knoxville, Tennessee 37922

Mark Matlock
9724 Kingston Pike
Knoxville, Tennessee 37922

9. The members, directors or incorporators of the Corporation shall have the right to take any action required or permitted to be taken by them by vote without a meeting on written consent pursuant to the provisions of Tennessee Code Annotated Section 48-1402.

10. The provisions of this Charter of Incorporation may be amended, altered or repealed from time to time to the extent and manner prescribed by the Tennessee General Corporation Act.

DATED this 18th day of May, 1984.


Bill A. Hodges, Incorporator.

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EXHIBIT E

BYLAWS

OF

FRANKLIN HILL HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is FRANKLIN HILL HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Homeowners' Association". The principal office of the corporation shall be located at Suite 603, Franklin Square, 9724 Kingston Pike, Knox County, Knoxville, Tennessee 37922, but the 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. "Homeowners' Association" shall mean and refer to FRANKLIN HILL HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Subdivision" shall mean and refer to that certain real property described in the FRANKLIN HILL Subdivision Plat of record in Map Book 104-L, Page 031, and as may be shown by any amended or supplemental map of the Subdivision subsequently recorded in the Register's Office for Knox County, Tennessee, and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowner's Association through additions to FRANKLIN HILL.

SECTION 3. "Common Grounds" shall mean all real property maintained by the Association for the common use and enjoyment of all Lot Owners.

SECTION 4. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any numbered Lot in the Subdivision, excluding those having such interests as security for the performance of an obligation.

SECTION 5. "Lot" shall mean and refer to only those numbered Lots, as shown on said subdivision plat of FRANKLIN HILL of record in Map Book 104L, Page 31, and as may be shown by any amended or supplemental map of the Subdivision subsequently recorded in the Register's Office for Knox County, Tennessee, and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners' Association through additions to FRANKLIN HILL.

SECTION 6. "Developer" shall mean and refer to BILL A. HODGES CONSTRUCTION CO., INC., its successors and assigns.

SECTION 7. "Member" shall mean and refer to those persons or entities entitled to membership in the Homeowners' Association with voting rights as provided in the Declaration of Restrictions for Franklin Hill Subdivision and these Bylaws.

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ARTICLE III
MEMBERSHIP

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SECTION 1. Classes of Members, Membership and Termination Thereof. The Homeowners' Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Lot Owner shall be a Member of the Homeowner's Association,



which membership shall terminate upon the sale or other disposition of such Member's Lot, at which time the new Lot Owner shall automatically become a Member of the Homeowners' Association. Such termination shall not relieve or release any former Lot Owner from any liability or obligation incurred under or in any way connected with his Lot or this Homeowners' Association during the period of his ownership and membership in this Homeowners' Association. Furthermore, such termination shall not impair any rights or remedies which the Board of Directors of the Homeowners' Association or others may have against such former Lot Owner and Member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Homeowners' Association.

SECTION 2. Votes and Voting Rights.

- (a) Until the date of the first annual meeting of the Members, as provided in Article IV, Section 1 hereof, no Member of the Homeowners' Association shall have any voting rights and the right of the Members to vote on any matter is hereby denied until such date.
- (b) Commencing with the date of the said first annual meeting of the Members, Members shall be all the Lot Owners as defined in Section 1 of this Article, including the Developer. Members shall be entitled to one vote for each lot or dwelling unit in which they hold the interest required for membership by Section 1 as shown by the records of the Corporation as of the last day of the third month preceding the next membership annual meeting. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

SECTION 3. Suspension of Membership Rights. The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if such Member shall have failed to pay when due any assessment or charge lawfully imposed upon him or any property owned by him, or if the Member, his family, his tenants, or guests of any thereof, shall have violated any of the covenants contained in the Declaration of Restrictions for Franklin Hill or any rule or regulation of the Board of Directors regarding the use of any property or conduct with respect thereto.

SECTION 4. Transfer of Membership. Membership in this Homeowners' Association is not transferrable or assignable, except as provided in Article III, Section 1 hereof.

ARTICLE IV MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. The first annual meeting of the Members shall be held on such date as is fixed by the Board of Directors, which date shall in no event be later than the earlier of (a) three (3) years from the date of recording of the Declaration of Restrictions for Franklin Hill in the Office of the Register of Deeds of Knox County, Tennessee, or (b) no later than sixty (60) days from the date when 100% of all the Lots in the Subdivision have been conveyed by the Developer, or (c) such earlier time as selected by the Developer. Thereafter, an annual meeting of the Members shall be held on such date as selected by the Board of Directors which is within thirty (30) days before or after the first anniversary of the first annual meeting of the Members for the purpose of electing directors of the Homeowners' Association and for the transaction of such other business as may come before the meeting. If such day is a legal holiday, the



meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors of the Homeowners' Association shall cause the election to be held at a special meeting of the Members called as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. Special meetings of the Members may be called by the Board of Directors, the President or by not less than one-tenth (1/10) of the Members. The notice for any special meeting shall specify the matters to be considered at such special meeting.

SECTION 3. Place and Time of Meeting. All meetings of the Members shall take place at 8:00 p.m., in some portion of the Subdivision designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board of Directors.

SECTION 4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of Members shall be delivered personally or by mail to each Member entitled to vote at such meeting in care of his residence not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. The notice of a meeting shall be deemed delivered when personally delivered, or if mailed, when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Homeowners' Association.

SECTION 5. Quorum. A quorum shall consist of Members holding a majority of the votes which may cast at any meeting and a majority of the Lot Owners. If a quorum is not present at any meeting of Members, a majority of the Members present may adjourn the meeting from time to time without further notice.

SECTION 6. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration of Restrictions any action to be taken at any meeting of the Members at which a quorum is present shall be upon the affirmative vote of a majority of the votes which may be cast at such meeting.

ARTICLE V BOARD OF DIRECTORS

SECTION 1. General Powers. The affairs of the Homeowners' Association shall be managed by its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. Until the date of the first annual meeting of the Members as provided hereinabove, the number of directors shall be three (3), being Bill A. Hodges, Joe S. Reynolds, III and Mark Matlock as provided in the Corporate Charter. At the first annual meeting of the Members the number of directors shall be expanded to five (5) who shall be elected solely by, from and among the Members. Each director shall hold office for a period of one (1) year and until his successor shall have been elected and qualified. No director shall receive compensation for any service he may render to the Homeowners' Association; provided that he may be reimbursed for his actual expenses incurred in the performance of his duties. Only a Member of the Homeowners' Association may be a director of the Homeowners' Association. In the event that a Member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a director. A director may succeed himself in office.

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SECTION 3. Election. At each annual meeting of the Members, the Members shall be entitled to vote for directors on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

SECTION 4. Powers of the Board of Directors. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Grounds and facilities, and the conduct of the Members and their guests thereon, and to establish penalties for infractions thereof;
- (b) suspend the voting rights and right to the use of any Homeowners' Association facilities of a Member during any period in which such Member shall be in default under the provisions of the Declaration of Restrictions or these Bylaws in the payment of any assessment, dues or charges levied by the Homeowners' Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from (3) consecutive regular meetings of the Board of Directors;
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (e) employ attorneys to represent the Homeowners' Association when deemed necessary;
- (f) exercise for the Homeowners' Association all powers, duties and authority vested in or delegated to this Homeowners' Association and not reserved to the membership by other provisions of these Bylaws, the Charter of Incorporation of the Homeowners' Association, or the Declaration of Restrictions.

SECTION 5. Duties of the Board of Directors. 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 any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Homeowners' Association, and see that their duties are properly performed;
- (c) carry out all the rights, powers, options, duties and responsibilities of the Board of Directors and in the Declaration of Restrictions;
- (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 insurance covering the Homeowners' Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the real and personal property that may be

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owned by the Homeowners' Association;

- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Grounds to be maintained.

SECTION 6. Regular Meetings. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of Members. The Board of Directors shall provide, by resolution or regulations which the Board of Directors may from time to time adopt, the time and place for the holding of additional regular meetings of the Board of Directors.

SECTION 7. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the board may fix the time and place for holding any special meeting of the board called by them.

SECTION 8. Notice. Written notice of any special meeting of the Board of Directors shall be delivered personally or shall be mailed to all members and all directors not calling the meeting at least forty-eight (48) hours prior to the date of such special meeting. All such notices shall be deemed to be delivered when personally delivered, or, if mailed, when deposited in the United States mail in a sealed envelope addressed to each member, with postage thereon prepaid. The business to be transacted at, or the purpose of any special meeting of the Board of Directors, shall be specified in the notice. No notice of a regular meeting of the Board of Directors need be served on Directors.

SECTION 9. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 10. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law, the Declaration of Restrictions for Franklin Hill or by these Bylaws.

SECTION 11. Vacancies. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of death, removal or resignation of a director shall be filled by the unanimous vote of the remaining directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Directors, including those appointed by the Developer, may resign at any time.

SECTION 12. Removal. From and after the date of the first annual meeting of the Members, any member of the Board of Directors may be removed from office, with or without cause, by the affirmative vote of 66-2/3% of all the Members at a special meeting called for such purpose.

SECTION 13. Written Consent. 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 unanimous written consent of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI OFFICERS

SECTION 1. Officers. The officers of the Homeowners' Association shall be a president, one or more vice presidents (the



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number thereof to be determined by the Board of Directors), who shall at all times be members of the Board of Directors, a treasurer and a secretary, and such other officers as the Board of Directors may from time to time by resolution create.

SECTION 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as practicable. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

SECTION 3. Removal. Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of such office.

SECTION 5. President. The president shall be the principal executive officer of the Homeowners' Association and shall in general supervise and control all of the business and affairs of the Homeowners' Association. He shall preside at all meetings of the Members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the Homeowners' Association authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments which the Board of Directors have authorized to be executed, and, in general, shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the president or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents, in the order of their election) shall perform the duties of the president, and when so acting, shall have all powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 7. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Homeowners' Association, receive and give receipts for moneys due and payable to the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Homeowners' Association in such banks, trust companies or other depositories as shall be elected in accordance with the provisions of Article VII of these Bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 8. Secretary. The secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; receive the corporate records, and in general perform all duties incident to the office of secretary and such other duties from time to time may be assigned to him by the president or by the Board of Directors.

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ARTICLE VII
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

SECTION 2. Checks, Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Homeowners' Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer and countersigned by the president of the Association.

SECTION 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trusts companies or other depositories as the Board of Directors may select.

ARTICLE VIII
BOOKS AND RECORDS

The Homeowners' Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the principal office of the Homeowners' Association a record giving the names and addresses of the Members entitled to vote. All books and records of the Homeowners' Association may be inspected by any Member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX
FISCAL YEAR

The fiscal year of the Homeowners' Association shall begin on the first day of January and end on the last day of December each year.

ARTICLE X
SEAL

The Homeowners' Association shall not have a seal.

ARTICLE XI
WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the Tennessee General Corporation Act or under the provisions of the Charter of Incorporation or Bylaws of the Homeowners' Association, or the Declaration of Restrictions a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII
GRIEVANCE PROCEDURE

SECTION 1. Any grievance or complaint which a Lot Owner shall



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have against any other Lot Owner for violation of the provisions of the Declaration of Restrictions, these Bylaws, other rules and regulations of the Homeowners' Association, or for any other reason, shall be submitted to the Board of Directors of the Homeowners' Association for arbitration.

SECTION 2. All such grievances shall be submitted in writing to the Board of Directors outlining the Lot Owner or Lot Owners complaining, the Lot Owner or Lot Owners complained against, the nature of the complaint, the date of all relevant facts, and the specific violations, if any, which are relied upon by the complaining party or parties. A hearing shall be held by the Board of Directors following submission of all complaints within thirty (30) days. Said hearing shall be held only after five (5) days written notice to all parties and shall afford all parties an opportunity to present evidence and question any other party or witness. If the Board of Directors decides adversely to the complaining party, or fails to act within thirty (30) days of submission of the complaint, then the complaining party shall have the right to resort to any other legal remedies which may be available to them.

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

ARTICLE XIII AMENDMENTS TO BYLAWS

Until the date of the first annual meeting of the Members, these Bylaws may be altered, amended or repealed, and new Bylaws may be adopted by the affirmative vote of a majority of the directors in office. From and after the date of the first annual meeting of the Members, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of 66-2/3% of all the Members at regular meeting or at any special meeting called for such purpose.

ARTICLE XIV LIABILITY AND INDEMNITY

The members of the Board of Directors and officers of the Homeowners' Association shall not be liable to the Members as Members or Lot Owners, for any acts or omissions made in good faith as such members of the Board of Directors or officers. The Members shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such Members or officers on behalf of the Lot Owners, unless any such contract shall have been made in bad faith or contrary to the provisions of these Bylaws or the Declaration of Restrictions for Franklin Hill Subdivision. Every director and every officer of the Homeowners' Association shall be indemnified by the Homeowners' Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Homeowners' Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Homeowners' Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

BOOK 1921 PAGE 0137

~~BOOK 1817 PAGE 559~~



Instr: 19970499023894
Page: 22 of 23

Back File Automation

**ARTICLE XV
CONSTRUCTION**

- (a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration of Restrictions for Franklin Hill. Said Declaration of Restrictions and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Subdivision. If there is any inconsistency or conflict between these Bylaws and the aforesaid Declaration of Restrictions, the provisions of the Declaration of Restrictions shall control.
- (b) All words and terms used herein which are also used in the Declaration of Restrictions shall have the same meaning as provided for such words and terms in the Declaration of Restrictions.

BOOK 1921 PAGE 0138

~~BOOK 1817 PAGE 560~~



Inst: 19970709021888
Pages: 23 of 22

Back File Automation

This instrument prepared by:
THOMAS H. DICKENSON
Post Office Box 869
Knoxville, TN 37901
865-546-9611

**AMENDMENT TO DECLARATION OF RESTRICTIONS
AND EASEMENT FOR FRANKLIN HILL**

This Amendment to Declaration of Restrictions and Easement for Franklin Hill ("Amendment") is executed as of November 15th, 2000, by Franklin Hill Homeowners' Association, Inc. and amends the Declaration of Restrictions and Easement for Franklin Hill of record in Warranty Book 1921, Page 0116, Register's Office for Knox County, Tennessee ("Original Declaration").

WHEREAS, Franklin Hill, a subdivision created by plat of record in Plat Cabinet J, Slide 268B (Map Book 104L, Page 31), as modified by plat of record in Plat Cabinet F, Slide 122D and various other resubdivisions of particular lots (Plat Cabinet F, Slides 164C, 184D and 188A; Plat Cabinet K, Slides 12C, 49B, 78C, 339D, 362B and 362C; Plat Cabinet L, Slide 143B; and Plat Cabinet M, Slides 151B and 171C) is subject to certain restrictive covenants as per the Original Declaration; and

WHEREAS, the Original Declaration, at section 26, allows for amendment of the Original Declaration; and

WHEREAS, the Original Declaration was amended by a meeting of the Homeowners' Association held on November 13, 2000, as more particularly set forth in the affidavit of the secretary of the Homeowners' Association attached hereto as **Exhibit A**.

NOW, THEREFORE, the Original Declaration is hereby amended as follows:


Inst: 200011160633472 Page: 1 of 5
REC'D FOR REC 11/16/2000 11:16:24AM
RECORD FEE: \$22.00
M. TAX: \$0.00 T. TAX: \$0.00

1. Section 6(b) of the Original Declaration is deleted in its entirety.
2. The following language is substituted as a new section 6(b) in the Original Declaration:

All roofs shall be constructed of either (i) cedar shake shingles or (ii) "architectural dimensional shingles" manufactured by Elk Corporation, Presttque Plus brand (40 year rating) in Weatheredwood color.

IN WITNESS WHEREOF, Franklin Hill Homeowners' Association, Inc., acting by and through its president and secretary, have executed this Amendment pursuant to section 26(c) of the Original Declaration.

**FRANKLIN HILL HOMEOWNERS'
ASSOCIATION, INC.**

By

Jenny Bushkell
Jenny Bushkell, President

Thomas H. Dickenson
Thomas H. Dickenson, Secretary

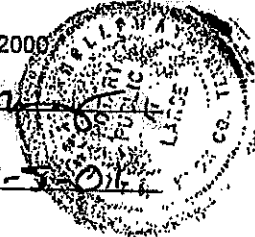
STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, a Notary Public of the State and County aforesaid, Jenny Bushkell, with whom I am personally acquainted and who, upon oath, acknowledged herself to be the President of Franklin Hill Homeowners' Association, Inc., the within named bargainer, a corporation, and that she as such President, being duly and fully authorized so to do by all necessary corporate action, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

WITNESS my hand and seal at office this 5th day of November, 2009

Alicia Hall
NOTARY PUBLIC

My Commission Expires: 2-3-2011

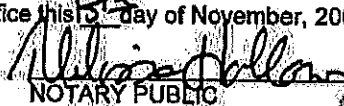


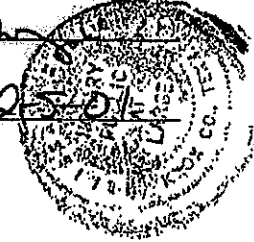

Instr: 200911180633472
PAGE: 2 OF 5

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, a Notary Public of the State and County aforesaid, Thomas H. Dickenson, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Secretary of Franklin Hill Homeowners' Association, Inc., the within named bargainer, a corporation, and that he as such Secretary, being duly and fully authorized so to do by all necessary corporate action, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal at office this 15th day of November, 2000.


NOTARY PUBLIC
My Commission Expires: 2-5-01



D:\ARLENE\DI\HDFRANKLIN HILL\Declaration.AMD.doc


Inst: 200011160833472
PAGE: 3 OF 6

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF KNOX

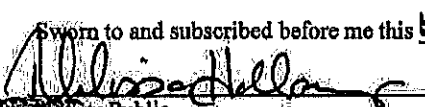
Thomas H. Dickenson, after first being duly sworn according to law, states as follows:

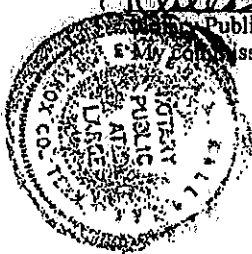
1. I have personal knowledge of the matters stated herein.
2. I am the secretary of Franklin Hill Homeowners' Association, Inc. (the "Association").
3. In my capacity as secretary of the Association I prepared and caused to be mailed on November 2, 2000, to all lot owners in Franklin Hill Subdivision and the Developer, the Amended Notice of Special Meeting of the Franklin Hill Homeowners' Association attached hereto as an Exhibit (the "Notice"), calling for a special meeting of the Association on November 13, 2000. None of the mailings were returned by the post office.
4. I attended the special meeting of the Association on November 13, 2000, at the time and place stated in the notice mailed to the lot owners. At that meeting a vote was taken and 44 lot owners who voted in person or by written proxy voted in favor of changing the Declaration of Restrictions and Easement for Franklin Hill (the "Original Declaration") as stated in the Notice. This vote exceeded the 75% vote required by the Original Declaration to change the restrictions.

AND FURTHER AFFIANT SAYETH NOT


Thomas H. Dickenson

Sworn to and subscribed before me this 5th day of November, 2000.


Notary Public
My Commission expires: 2-5-01




Instr: 20001150693472
PAGE: 4 OF 5

EXHIBIT A

**AMENDED NOTICE OF SPECIAL MEETING OF
THE FRANKLIN HILL HOMEOWNERS' ASSOCIATION**

The Board of Directors of Franklin Hill Homeowners' Association has called a special meeting of the Homeowners' Association for November 13, 2000 at 7:30 p.m. at Cokesbury Center (across the street from the church). The purpose of the meeting is to consider an amendment to the Declaration of Restrictions and Easement for Franklin Hill as follows:

Delete section 6(b) in its entirety, which presently reads: "All roofs shall be constructed of cedar shake shingles."

Substitute in lieu of existing section 6(b) the following language: "All roofs shall be constructed of either (i) cedar shake shingles or (ii) "architectural dimensional shingles" manufactured by Elk Corporation, Prestique Plus brand (40 year rating) in Weatheredwood color."

NOTE: The existing restrictions provide that the Homeowners' Association may amend the restrictions if the amendment is adopted by 75% of the lot owners in the subdivision. 42 lot owners must affirmatively approve the proposed amendment in order for it to become effective. If you do not vote it is the same as a vote against the proposed amendment since 42 affirmative votes are required for a change.


EXHIBIT TO AFFIDAVIT OF THOMAS H. DICKENSON



This instrument prepared by:
THOMAS H. DICKENSON
Post Office Box 869
Knoxville, TN 37901
865-292-2243

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
AND EASEMENT FOR FRANKLIN HILL**

This Second Amendment to Declaration of Restrictions and Easement for Franklin Hill ("Second Amendment") is executed effective as of November 13, 2003, by Pamela F. Lansing, John R. Lyons, II and Shari S. Lyons, David N. and Nancy P. Caldwell, Buster and Teresa Arnwine, Charles W. Reynolds, Gina Pope Moore, Thomas H. and Sandra R. Dickenson, Sidney H. and Donna G. Law, Thomas E. and Sandra Cox Tuck, Wesley and Eileen Harris, Carl R. and Marilyn A. Brobst, Bucky and Liz Hullander, Richard I. Hinton, Judy M. O'Hara, Berta M. Bergia, Michel Iekeler, Thomas A. Kirsch, Lytle and Susan W. Brown, Wilburn Ray and Mildred E. Viles, Sr., Lawrence S. and Suzanne Lawrence, III, Fannie S. Arnold, Michael Todd and Kimberly P. Henderson, Robert W. and Shirley K. Strickland, Larry Yeager, Kay Schell, Norton H.L. and Martha R. Perry, J. Rodney and Mary D. Franks, Joseph A. and Cordula D. Cole, Paul and Barbara G. Ashdown, Claud E. and Delores H. Pugh, William G. and Susan S. Tribble, Jr., Charles and Sandra B. Huddleston, Charles and Sandra B. Huddleston and Ann Jernigan, Ann Jernigan, Doyle W. and Gail W. Beavers, Jerry D. and Marjorie J. Garner, Robert L. and Jacqueline H. Williams, Margaret A. Robinson, J. Todd Williams, Harry L. and Michelle G. Bishop and amends the Declaration of Restrictions and Easement for Franklin Hill of record in Warranty Book 1921, Page 0116, Register's Office for Knox


Inst: 20031231000191 Page: 1 of 48
REC'D FOR REC 12/31/2003 11:09:36AM
RECORD FEE: \$247.00
N. TAX: \$0.00 T. TAX: \$0.00

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

County, Tennessee, as previously amended by Amendment to Declaration of Restrictions and Easement for Franklin Hill of record in said office as Instrument Number 200011150033472 (collectively, the "Declaration").

WHEREAS, Franklin Hill, a subdivision created by plat of record in Plat Cabinet J, Slide 268B (Map Book 104L, Page 31), as modified by plat of record in Plat Cabinet F, Slide 122D and various other resubdivisions of particular lots (Plat Cabinet F, Slides 164C, 184D and 188A; Plat Cabinet K, Slides 12C, 49B, 76C, 339D, 362B and 362C; Plat Cabinet L, Slide 143B; and Plat Cabinet M, Slides 151B and 171C) is subject to certain restrictive covenants as per the Declaration; and

WHEREAS, the Declaration, at section 20, allows for amendment of the Declaration by a written agreement of a majority of the then owners of the lots in Franklin Hill if such agreement is executed within the six month period prior to January 1, 2004; and

WHEREAS, the Declaration has been amended as reflected in this Second Amendment.

NOW, THEREFORE, the undersigned Lot Owners, representing a majority of the Lot Owners in Franklin Hill, hereby agree to and adopt the Second Amendment to reflect, as a matter of public record, the following amendments to the Declaration:

1. The following language is substituted as a new section 6(b) in the Declaration:

"All roofs shall be constructed of either (i) cedar shake shingles or (ii) "architectural dimensional shingles"

manufactured by Elk Corporation, Prestique Plus brand (50 year rating) in Weatheredwood color."

2. The second sentence of section 6(d) of the Declaration is amended to read as follows: "No exposed or exterior radio, television transmission or receiving antennas or cell phone towers shall be erected, placed, or maintained on any part of such premises." An additional sentence is added to section 6(d) of the Declaration as follows: "Any satellite dishes installed by a Lot Owner shall be a size of no more than 1 meter (39.37 inches) in diameter and shall, to the extent possible, be hidden from view from the street and located, to the greatest extent possible, so as to not unreasonably interfere with neighbors."

3. An additional subsection is added to section 6 of the Declaration as follows: "(h) Any street light erected by or for a Lot Owner shall be Quoizel large bronze Post top; Model # NY9043Z; with Post GCO & PC, Adjusta - Post coated pole; Model # 308C-320."

4. Section 13 of the Declaration is amended to add the following at the end of the existing language: "From and after the date of this Second Amendment, when a mailbox is replaced by a Lot Owner, it shall comply with the following:

Mailbox - Model#4850BLK; Heavy Duty Rural Mailbox Black; Manufactured by Salsbury Industries, Los Angeles, CA.
Newspaper Holder - Model # 4815BLK; Newspaper Holder Black; Manufactured by Salsbury Industries, Los Angeles, CA.
Post - Model # 4835BLK; Decorative mailbox Post - Classic- In-ground Mounted - Black; Manufactured by Salsbury Industries, Los Angeles, CA.
Column Plaque - Model # 1370; black background with gold numbers; Manufactured by Salsbury Industries, Los Angeles, CA.



Flag – Model #4816-D; Deluxe burgundy flag; Manufactured by Salsbury Industries, Los Angeles, CA.”

5. A new section 27 is added to the Declaration as follows: “If a Lot Owner needs to replace a street light or post specified in section 6(b) of the Declaration (section 3 of this Second Amendment) or needs to replace a mailbox, newspaper holder, post or column plaque as specified by section 13 of the Declaration (section 4 of this Second Amendment) and any of the required items are no longer available, the board of the Homeowners’ Association, in consultation with the Architectural Review Board of the Homeowners’ Association, may designate replacement specifications for any of said items no longer available.”

6. Section 26(b) of the Declaration is modified to substitute 66 & 2/3% for 75%.

IN WITNESS WHEREOF, the undersigned Lot Owners have executed this Second Amendment pursuant to section 26(c) of the Original Declaration.


Instr: 200312210000101
PAGE: 4 OF 45

<u>Lot No:</u>	<u>Owner:</u>	<u>Signature:</u>
1	Lansing	<i>[Handwritten Signature]</i>
2	Lyons	<i>[Handwritten Signatures: Shari S. Lyons, John Lyons]</i>
3	Hamilton	
4	Caldwell	<i>[Handwritten Signature: Nancy P. Caldwell]</i>
6R	Amwine	<i>[Handwritten Signatures: Teresa Amwine, Buster Amwine]</i>
7R	Reynolds	<i>[Handwritten Signature: Chuck W. Reynolds]</i>
8R	Moore	<i>[Handwritten Signature: Tina P. Moore]</i>
10R	Dickenson	<i>[Handwritten Signatures: Howard H. Dickenson, Sandra R. Dickenson]</i>
11R	Law	<i>[Handwritten Signatures: Donna Law, Sidney Law]</i>
12	Lewis	



13	Tuck	<i>Santha L. Tuck</i> <i>Thomas L. Tuck</i>
14R	Harris	<i>Wesley Harris</i> <i>E. Harris</i>
15R	Bushkell	
16R1	Brobst	<i>Carl R. Brobst</i> <i>Marilyn A. Brobst</i>
18R	Saabye	
20R	Fort	
21R	Hullander	<i>Rizt Hullander</i> <i>Bucky Hullander</i>
22	Hinton	<i>Michael Hinton</i>
23	Casteel (Wise)	
24	O'Hara	<i>Judy M. O'Hara</i>
25	Bergia	<i>[Signature]</i>

26	Iekeler	<i>Iekeler</i>
27	Kirsch	<i>James A Kirsch</i>
28	Schneider	
29R1	L. Brown	<i>L. Brown</i> <i>Susan Brown</i>
31R-2	Viles	<i>Michael E. Viles</i> <i>William E. Viles</i>
32R	Lawrence	<i>Lawrence Lawrence</i> <i>Lyane M. Lawrence</i>
33R	Arnold	<i>Fannie S. Arnold</i>
34R	Henderson	<i>Michael J. Henderson</i> <i>Timothy Henderson</i>
35R	Strickland	<i>Timothy R. Strickland</i> <i>Carol S. Strickland</i>
37R1	Schell/Yeager	<i>Sam Yeager</i> <i>Kay Schell</i>
38R2	Walker	<i>Walker</i>

39R	Wardell	
41R	Perry	<i>Newton H. Perry</i> <i>Martha R. Perry</i>
42	Christensen/Pierce	
43	Samsel	
44	Froula	
45	Bull/Garland	
46R	Franks	<i>J. Rodney Franks</i> <i>Mary J. Franks</i>
47R	Cole	<i>W. Cole</i> <i>W. Cole</i>
48R	Ashdown	<i>Paul Ashdown</i> <i>Barbara S. Ashdown</i>
49	McElligott/Fambrough	
50R	Pugh	<i>Nelson H. Pugh</i> <i>Clayton E. Pugh</i>

52R Tribble

Rose Dale
Lisa S. Tribble

53R1 Huddleston

Sandra B. Huddleston
Charles D. Huddleston

54R2 Huddleston/Jernigan

Sandra B. Huddleston
Charles D. Huddleston
Ann Jernigan

55R1 Jernigan

Ann Jernigan
Ann Jernigan

56 Beavers

Dale W. Beavers
Dale W. Beavers

58R1 Warsinski

59R1 Garner

Janice Garner
Wynnie J. Garner

60R Harville

61R Williams

Robert L. Williams
Juan Williams

62 Cochran

63R Robinson

Margaret A. Robinson

65R Williams

G. J. Williams

66R Bishop

Bishop
Michelle Bishop

Q:\DARLENE\THD\FRANKLIN HILL\Lot Owners.doc

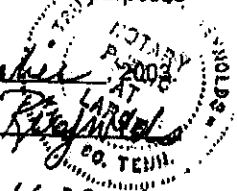

Inst: 2003 (23100815)
PAGE: 18 OF 48

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, a Notary Public of the State and County aforesaid, ~~_____~~ the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this 22nd day of November, 2003.

[Signature]
NOTARY PUBLIC



My Commission Expires: 4-29-06

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, a Notary Public of the State and County aforesaid, _____, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this ___ day of _____, 2003.

NOTARY PUBLIC

My Commission Expires: _____



This instrument prepared by:
THOMAS H. DICKENSON
Post Office Box 869
Knoxville, TN 37901
865-292-2243


Sherry Witt
Register of Deeds
Knox County

**THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS
AND EASEMENT FOR FRANKLIN HILL**

This Third Amendment to Declaration of Restrictions and Easement for Franklin Hill ("Third Amendment") is executed as of April 21, 2013, by Franklin Hill Homeowners' Association, Inc. (the "Association") and amends the Declaration of Restrictions and Easement for Franklin Hill of record in Warranty Book 1921, Page 0116, Register's Office for Knox County, Tennessee, as previously amended by Amendment to Declaration of Restrictions and Easement for Franklin Hill of record in said office as Instrument Number 200011150033472, and Second Amendment to Declaration of Restrictions and Easement for Franklin Hill of record in said office as Instrument Number 200312310066191 (collectively, the "Declaration").

WHEREAS, Franklin Hill, a subdivision created by plat of record in Plat Cabinet J, Slide 268B (Map Book 104L, Page 31), as modified by plat of record in Plat Cabinet F, Slide 122D and various other resubdivisions of particular lots (Plat Cabinet F, Slides 164C, 184D and 188A; Plat Cabinet K, Slides 12C, 49B, 76C, 339D, 362B and 362C; Plat Cabinet L, Slide 143B; and Plat Cabinet M, Slides 151B and 171C) is subject to certain restrictive covenants as per the Declaration; and

WHEREAS, the Declaration, at section 26, allows for amendment of the Declaration by a vote of 66 2/3% of Lot Owners in Franklin Hill; and


Knox County Page: 1 of 4
REC'D FOR REC 05/01/2013 11:02:43AM
RECORD FEE: \$22.00
M. TAX: \$0.00 T. TAX: \$0.00
201305010071477

WHEREAS, the Declaration was amended by the affirmative vote of at least 66 2/3 of the Lot Owners at a duly called meeting of the Association on June 30, 2011, per the terms of this Third Amendment.

NOW, THEREFORE, the Declaration, as a matter of public record, is amended as follows:

1. The following language is substituted as a new section 6(b) in the Declaration:

"All roofs shall be constructed of either (i) cedar shake shingles or (ii) "architectural dimensional shingles" with the design of Ultra High Definition, soft, textured; a color of weatheredwood or color match; a wind resistance of 130 mph; a wind warranty of 15 years; an algae resistance limited warranty of 10 years; a shingle type of laminated; a warranty of 50 years limited lifetime; and product specifications of "normal size 13 1/4 x 39 3/8 and Exposure: 5/8".

2. An additional subsection is added to section 6 of the Declaration as follows: "(i) Gutters specifications for all Lot Owners shall be of a copper or aluminum material with the color for aluminum being dark bronze or brown.

IN WITNESS WHEREOF, the Association has adopted this Third Amendment pursuant to section 26 of the Declaration.

FRANKLIN HILL HOMEOWNERS' ASSOCIATION, INC.

By: *David Hammetree*
Its: President

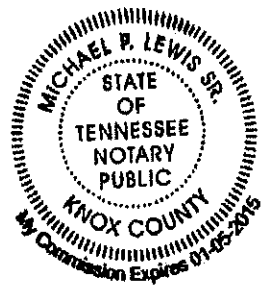
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Personally appeared before me, a Notary Public of the State and County aforesaid, David Hammetree, with whom I am personally acquainted and who, upon oath, acknowledged himself/herself to be the President of **FRANKLIN HILL HOMEOWNERS' ASSOCIATION, INC.**, the within named affiant, a corporation, and that he/she as such President, being duly and fully authorized so to do by all necessary corporate action, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and seal at office this 21st day of April, 2013.

Michael P. Lewis Sr.
Notary Public for the State of Tennessee

My Commission Expires: 1-5-15



AFFIDAVIT

**STATE OF TENNESSEE
COUNTY OF KNOX**

Susan D. Hammontree, after first being duly sworn according to law, states as follows:

1. I have personal knowledge of the matters stated herein.
2. I am the secretary of Franklin Hill Homeowners' Association, Inc. (the "Association").
3. In my capacity as secretary of the Association I have personal knowledge of the meeting of the Association held on June 30, 2011, which meeting was noticed to the Lot Owners in writing at least ten days in advance of the meeting and at least 66 2/3 of the Lot Owners being present or by proxy voted to amend the Declaration of Restrictions and Easement for Franklin Hill as more particularly set forth in the Third Amendment prepared by the attorney for the Association following said meeting, the terms of which are incorporated by reference.

AND FURTHER AFFIANT SAYETH NOT.

Susan D. Hammontree

Sworn to and subscribed before me this
21st day of April, 2013

[Signature]

Notary Public for the State of Tennessee

My commission expires: 1-5-15

