

THIS INSTRUMENT WAS PREPARED BY
Winston Cox
NAME

INSTRUMENT NO. 030441

DECLARATION OF RESTRICTIONS
EAGLE GLEN SUBDIVISION - UNIT I

RECEIVED FOR
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WHEREAS, the undersigned, Edwin T. Loy, Jr., and Winston D. Cox, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as Eagle Glen Subdivision, Unit I, as shown on the map of the same of record in Map Book 92 S, page 15, in the Register's Office for Knox County, Tennessee, and

WHEREAS, the said owner is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Edwin T. Loy, Jr. and Winston D. Cox, do hereby covenant and agree with all subsequent owners of the lots in said subdivision that the following restrictive covenants running with the land and shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any of said lots in said subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until April 30th 2007, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote to change said covenants in whole or in part.

2. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either prevent him or them from so doing or to recover damages or other dues for such violation.

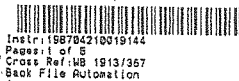
3. Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

4. All numbered lots in the tract, excluding that portion shown on the recorded map for future development, shall be known and designated as residential lots. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height plus a basement and a private garage and the usual domestic servants quarters.

5. All buildings shall meet the setback lines to comply with the regulations of the Metropolitan Planning Commission.

*See SB 1914 Pg 169 Amended Restrictions - Unit I.
SEE WB 1916 Pg 453 AMNOT UNIT I
See W.B. 1925-1077 Amendment
See W.B. 2048-1000 Annex of Building (Lot 4)*

BOOK 1913 PAGE 0367



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

7. FIREPLACES: All fireplaces shall be masonry construction unless otherwise approved by the Planning Committee.

8. All fencing and walls must be attractive and consistent with color and materials used on the house and must be approved by the Planning Committee. Chain link fences are prohibited unless approved by the Planning Committee.

9. No radio or television aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind shall be installed on the exterior of any structure located on a building lot or on any portion of any building or other structure, unless approved by the Planning Committee.

10. Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee.

11. Roof pitches shall be 8/12 or steeper, unless approved by the Planning Committee.

12. Tennis courts and swimming pools are permissible. Pools shall have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them and both must be approved by the Planning Committee.

13. All driveways to be paved with asphalt or concrete or other materials approved by the Planning Committee.

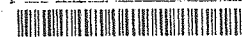
14. Outside light poles, etc. have to be approved by the Planning Committee.

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

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

17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

18. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during construction and sales period. Owners reserve the right to display signs of a larger size for promotion of the development.



19. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes, and are not a nuisance to the subdivision.

20. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition, and shall be screened.

21. All above-ground exterior foundation walls shall be veneered with brick or stone. Windows must be wood unless otherwise approved by the Planning Committee.

22. No out-buildings such as pool houses, carports, or detached garages, shall be built unless approved, by the Planning Committee. Any such out-buildings shall be in substantial conformity with the architectural design used for the main dwelling.

23. All lots shall be subject to the following square footage requirements:

(a) Houses with one and one-half to two stories shall contain at least 1900 square feet on the ground floor and a total of at least 2400 square feet for both floors.

(b) Houses with one floor or one floor and a basement shall contain at least 1800 square feet on the uppermost level.

(c) Multi-level houses will be considered on an individual basis only.

24. The computation of square footages shall be exclusive of porches and garages.

25. No building shall be erected, placed, altered or permitted to remain on any building lot in the subdivision until the building plans and specifications and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of Winston D. Cox and Edwin T. Loy, Jr. and one other member appointed by Winston D. Cox and Edwin T. Loy, Jr., said committee to be known as the Planning Committee. Winston D. Cox and Edwin T. Loy, Jr. shall have the authority to replace the other committee member at any time for any reason. In the event of the death of Winston D. Cox and Edwin T. Loy, Jr., the Executor(s) of their estate shall exercise his powers under this paragraph. In the event said committee fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75% of the parties owning lots within a 600 foot radius of



the lot in question at the time said approval is requested, stating that said owners of said property within the 600 foot radius desire the approval be given, the same shall be deemed approved by the Planning Committee. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction. In no event shall the construction of any residence structure be permitted the plans for which call for less than fifty (50%) percent of the exterior portions to be veneered with brick, stone or other material of equal quality as determined by the Planning Committee in its sole discretion.

26. All houses must have a minimum of two-car garage that will accommodate at least two large size automobiles. The Planning Committee shall have authority to allow the two-car garage in a basement house to be located in the basement if in its opinion the house is large enough looking from the outside appearance and does not destroy the aesthetics of the house.

27. The Planning Committee shall have 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 it by any part or paragraph of these covenants and restrictions.

28. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Planning Committee has the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building 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, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Planning Committee shall require, including, if so required, plans for the grading and landscaping of the building lot 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 Planning Committee and until a copy of all such plans and specifications, as finally approved by the Planning Committee, have been lodged permanently with the Planning Committee. The Planning

BOOK 1913 PAGE 0370



Instr: 198704210019144
Pages: 4 of 5

Back File Automation

Committee 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 its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the owners of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.

29. The Planning Committee shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in any inconsistency between the provisions contained herein, (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, and (d) to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restrictions lines and provisions hereof relating thereto) if the Planning Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

IN WITNESS WHEREOF, the owners have executed this instrument on the 20th day of April, 1987.

Walter D. Lay
Walter D. Lay

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, Jim Kinsey, a Notary Public in and for the County and State aforesaid, personally appeared Walter D. Lay with whom I am personally acquainted and who upon oath acknowledged himself to be the owners of Subdiv 2 the owners within named bargainor, and that he as such owners being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing his name.

Witness my hand and official seal at office this 20th day of April, 1987.

James Kinsey
Notary Public

My commission expires: 12-27-87

BOOK 1913 PAGE 0371



Instr: 1987042100-19144
Page: 6 of 6

Back File Automation

This Instrument Prepared By:
William R. Ray, Attorney **035869**
602 Gay Street, Suite 500
Knoxville, TN 37902

DECLARATION OF AMENDMENT TO RESTRICTIONS OF
EAGLE GLEN SUBDIVISION - UNIT ONE
AS AMENDED

WHEREAS, the undersigned, Edwin T. Loy, Jr., and Winston D. Cox, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as Eagle Glen Subdivision, Unit I, as shown on the map of the same of record in Map Book 92-S, page 15, in the Register's Office for Knox County, Tennessee. Said original covenants having been recorded in Book 1913, at page 0367, and first Amended Restrictions having been recorded in Book 1914 at pages 0169 through 0173, and

WHEREAS, said Owners now desire to amend the original Restrictive Covenants as Amended by adding one sentence to the end of paragraph five (5) on page one thereof,

NOW THEREFORE, the Declaration of Restrictions of EAGLE GLEN SUBDIVISION, UNIT ONE, AS AMENDED, are HEREBY AMENDED by adding to the end of paragraph five (5) of page one, the following sentence:

"The side yard set back requirement for the street side of corner lots shall be twenty (20) feet."

IN WITNESS WHEREOF, the owners have executed this instrument on the 21st day of May, 1987.

Winston D. Cox 01. *400
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STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, William R. Ray, as Notary Public in and for the County and State aforesaid, personally appeared Winston D. Cox, 05-21-87 with whom I am personally acquainted and who upon oath acknowledged himself to be the co-owner of EAGLE GLEN, UNIT ONE, the owner within named bargainer, and that he as such owner being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing his name.

Witness my hand and official seal at office this 21st day of May, 1987.

William R. Ray
Notary Public

My commission expires: Sept. 20, 1988



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SILVER HALL

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BOOK 1916 PAGE 0453

Inst: 198705210020640
Page: 1 of 1
Case: B-T-1041483

See HB 2045-1000 Names of City Set Back Line

INSTRUMENT NO. 052389

This Instrument Prepared By:
William R. Ray, Attorney
602 Gay Street, Suite 500
Knoxville, TN 37902

DECLARATION OF AMENDMENT TO RESTRICTIONS OF
EAGLE GLEN SUBDIVISION - UNIT ONE
AS AMENDED

WHEREAS, the undersigned, Edwin T. Loy, Jr., and Winston D. Cox, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as Eagle Glen Subdivision, Unit I, as shown on the map of the same of record in Map Book 92-S, page 15, in the Register's Office for Knox County, Tennessee. Said original covenants having been recorded in Book 1913, at page 0367, first Amended Restrictions having been recorded in Book 1914 at pages 0169 through 0173, and second amended restrictions having been recorded in Trust Deed Book 1916 at page 453, and

WHEREAS said owners and all the subsequent purchasers of lots from said owners, being all of the undersigned, for and in consideration of the benefits derived herefrom, do hereby declare their collective desire to amend the said Declarations of Restrictions, as amended twice previously, in order to rectify a typographical error, and do further covenant, agree and declare their intention to so amend,

NOW THEREFORE, the Declaration of Restrictions of Eagle Glen Subdivision, UNIT ONE, as TWICE AMENDED, are hereby AMENDED by changing the minimum square footage requirement as to the first floor of any dwelling constructed, as set out in paragraph twenty-three (23), sub-section (a), which shall henceforth read as follows:

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23(a): "Houses with one and one-half to two stories shall contain at least <u>1200</u> square feet on the ground floor and a total of at least 2400 square feet for both floors".	A	.000 F

2028

IN WITNESS WHEREOF, the aforesaid owners and all subsequent purchasers of lots have hereinunder executed this instrument on the days and dates stated respectively, as follows:

Edwin T. Loy, Jr.
Edwin T. Loy, Jr.

Winston D. Cox
Winston D. Cox

Joe Miles
Joe Miles

Joe E. Knox
Joe E. Knox

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Pages: 1 of 6
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BOOK 1925 PAGE 1077

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NOTE BOOK 169
STEVE HALL

Belle S. Knox
Belle S. Knox

Ron Muldrew
Ron Muldrew

Ronald F. Hatcher
Ronald F. Hatcher

Charles Smith
Charles Smith

Walter F. Hall
Walter F. Hall

[Signature]

[Signature]

Paul Williams
Paul Williams



Instr: 198709010025161
Pages: 2 of 6
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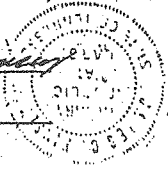
BOOK 1925 PAGE 1078

STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

Before me, the undersigned authority, personally appeared the within bargainer JOE MILES, who upon oath acknowledged that He signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 15th day of August, 1987, at Knox County, Tenn.

Jeanne Ellinger
Notary Public

My commission expires: 12-27-87

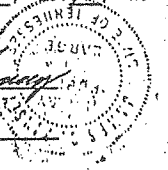


STATE OF TENN.)
) ss.
COUNTY OF Knox)

Before me, the undersigned authority, personally appeared the within bargainer JOE E. KNOX, who upon oath acknowledged that He signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 15th day of August, 1987, at Knox County, Tenn.

Jeanne Ellinger
Notary Public

My commission expires: 12-27-87

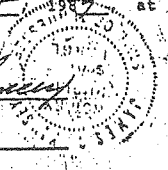


STATE OF TENN.)
) ss.
COUNTY OF Knox)

Before me, the undersigned authority, personally appeared the within bargainer Belle S. Knox, who upon oath acknowledged that She signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 15th day of August, 1987, at Knox County, Tenn.

Jeanne Ellinger
Notary Public

My commission expires: 12-27-87



Instr: 198705010025101
Pages: 3 of 8
Back File Automation

STATE OF TENN.)
COUNTY OF KNOX) ss.

Before me, the undersigned authority, personally appeared the within bargainer Don Muldree, who upon oath acknowledged that He signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 19th day of August, 1987, at Knox County, Tenn.

Jimmie O'Leary
Notary Public
My commission expires: 12-27-87

STATE OF TENN.)
COUNTY OF KNOX) ss.

Before me, the undersigned authority, personally appeared the within bargainer Ronald F. Hatcher, who upon oath acknowledged that He signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 14th day of August, 1987, at Knox County, Tenn.

Jimmie O'Leary
Notary Public
My commission expires: 12-27-87

STATE OF TENN.)
COUNTY OF KNOX) ss.

Before me, the undersigned authority, personally appeared the within bargainer Charles Smith, who upon oath acknowledged that He signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 14th day of Aug, 1987, at Knox County, Tenn.

Jimmie O'Leary
Notary Public
My commission expires: 12-27-87

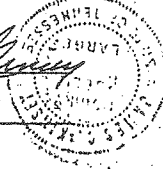


STATE OF TENN.)
COUNTY OF Knox) ss.

Before me, the undersigned authority, personally appeared the within bargainer Don R. Herkes, who upon oath acknowledged that he signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 14th day of August, 1987, at Knox County, Tenn.

Jimmie M. [Signature]
Notary Public

My commission expires: 12-27-87

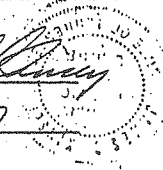


STATE OF TENN.)
COUNTY OF Knox) ss.

Before me, the undersigned authority, personally appeared the within bargainer David Smith, who upon oath acknowledged that he signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 20th day of Aug, 1987, at Knox County, Tenn.

Jimmie M. [Signature]
Notary Public

My commission expires: 12-27-87

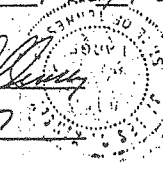


STATE OF TENN.)
COUNTY OF Knox) ss.

Before me, the undersigned authority, personally appeared the within bargainer C. G. Peltason, who upon oath acknowledged that he signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 24th day of Aug, 1987, at Knox County, Tenn.

Jimmie M. [Signature]
Notary Public

My commission expires: 12-27-87



INSTR: 198709010025101
Pages: 5 of 5
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STATE OF TENN)
COUNTY OF Knox) ss.

Before me, the undersigned authority, personally appeared the within bargainer EDWARD T. ROY JR., who upon oath acknowledged that he signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 8th day of August, 1987, at Ames Court, Tenn.

Jimmie Blanton
Notary Public
My commission expires: 12-27-87

STATE OF TENN.)
COUNTY OF Knox) ss.

Before me, the undersigned authority, personally appeared the within bargainer Winston D. Cox, who upon oath acknowledged that he signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 8th day of August, 1987, at Ames Court, Tenn.

Jimmie Blanton
Notary Public
My commission expires: 12-27-87

STATE OF TENN.)
COUNTY OF Knox) ss.

Before me, the undersigned authority, personally appeared the within bargainer Robert W. Harris, who upon oath acknowledged that he signed the foregoing Amendment to the Declaration of Restrictions for the purposes therein contained on this 8th day of Aug, 1987, at Ames Court, Tenn.

Jimmie Blanton
Notary Public
My commission expires: 12-27-87

This Instrument Prepared by:

TITLE SPECIALISTS, INC.
10269 Kingston Pike
Knoxville, Tennessee 37922

WAVIER OF BUILDING SET BACK LINE

THIS AGREEMENT, made and entered into is 17th day of August, 1991, by and between the undersigned, ANDREA M. ROBBINS, SINGLE, hereinafter designated as "Robbins"; Edwin T. Loy, Jr., and Winston D. Cox, hereinafter designated as "Developers"; and Margaret F. Orr, hereinafter designated as "Orr".

WITNESSETH

WHEREAS, Robbins is the owner of Lot 4, Eagle Glenn Subdivision, Unit 1, as shown by map of record in Map Book 92-S, page 15, in the Register's Office for Knox County, Tennessee; and

WHEREAS, the Developers have caused to be recorded said map of said subdivision, together with Restrictive Covenants, of record in Deed Book 1913, page 367, amended in Deed Book 1914, page 169, and Deed Book 1916, page 453, in the Register's Office for Knox County, Tennessee; and

WHEREAS, Orr has been appointed by the Developers to serve as a member for the Planning Committee as provided for in Paragraph 25 of the aforementioned Restrictive Covenants; and

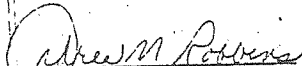
WHEREAS, the aforementioned Restrictive Covenants provide for a 35 foot building setback line from any street; and

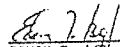
WHEREAS, a recent survey by Jim Sullivan, Land Surveyor, 7617 Kingsbury Drive, Knoxville, Tennessee, dated July 22, 1991, reflects that a house has been constructed on Lot 4, Eagle Glenn Subdivision, Unit 1, which violates the aforementioned 35 foot building setback line; however, said construction does not in any way distract from the appearance or values in said Subdivision.

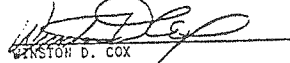
NOW, THEREFORE, in consideration of these premises and of One Dollar (\$1.00), and other good and valuable consideration, the undersigned, being the owner of Lot 4, Eagle Glenn Subdivision, Unit 1, and all the members of the Planning Committee of Eagle Glen Subdivision, do hereby waive the requirement of the 35 foot setback line as to Lot 4, Eagle Glenn Subdivision, Unit 1, and do consent for the house as is presently located to remain in its present location, as shown on survey of Jim Sullivan, dated July 22, 1991, and marked as Exhibit "A" to this Agreement.

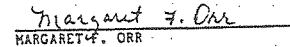
This Instrument is made binding upon the undersigned parties hereto, their respective heirs, assigns and successors.


IN WITNESS WHEREOF, this Agreement has been executed this the 17th day of August, 1991.


ANDREA M. ROBBINS


EDWIN T. LOY, JR.


WINSTON D. COX



MARGARET F. ORR


Instr: 199108200030470
Page: 1 of 2
Cross Ref: NB 2048/1000
Back File Automation

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State ANDREA M. ROBEINS, SINGLE, the within named bargainers, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in KNOX County, this 15th day of August, 1991.

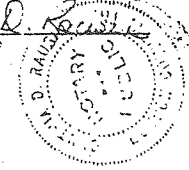
Christy [Signature]
Notary Public


My Commission Expires: 8-22-94

STATE OF Tennessee
COUNTY OF Lauderdale

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State EDWIN T. LOY, JR., the within named bargainers, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Lauderdale County, this 12 day of August, 1991.

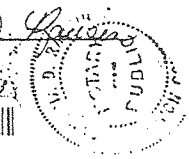
Cynthia D. [Signature]
Notary Public


My Commission Expires: 11-9-91

STATE OF Tennessee
COUNTY OF Lauderdale

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State WINSTON D. COX, the within named bargainer, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Lauderdale County, this 12 day of August, 1991.

Cynthia D. [Signature]
Notary Public


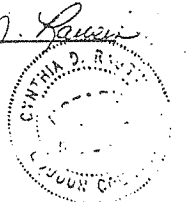
My Commission Expires: 11-9-91

STATE OF Tennessee
COUNTY OF Lauderdale


Instr: 1991082200030470
Pages: 2 of 2
Back File Automation

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State MARGARET F. ORR, the within named bargainer, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Lauderdale County, this 12 day of August, 1991.

Cynthia D. [Signature]
Notary Public


My Commission Expires: 11-9-91

THIS INSTRUMENT WAS PREPARED BY

Steven Kopp 1315 Harner Pl
NAME ADDRESS TN 37922
KNOX

AMENDMENT TO DECLARATION OF RESTRICTIONS
OF EAGLE GLEN SUBDIVISION - UNITS TWO, THREE, FOUR AND FIVE

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS (the "Amendment") is made and entered into as of the 18th day of December, 1995 by and among Edwin T. Loy, Jr. and Winston D. Cox (jointly referred to as the "Developers") and Eagle Glen Homeowners Association, Inc., a Tennessee not-for-profit corporation (the "Homeowner's Association").

W I T N E S S E T H:

WHEREAS, the Developers were the original owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, being known as Eagle Glen Subdivision, Unit Two, Unit Three, Unit Four and Unit Five, as shown on maps recorded in the Register's Office of Knox County, Tennessee in Map Book 92-S, page 56 and Book 56-L, page 215, Map Book L, page 254-A and Map Book L, page 253-B (the "Subdivision"); and

WHEREAS, under Paragraph 25 of the Declarations of Restrictions, a planning committee (the "Planning Committee") was established for the Subdivision, composed of Winston D. Cox, Edwin T. Loy, Jr. and one other member appointed by Winston D. Cox and Edwin T. Loy, Jr. which Planning Committee approved various matters regarding the Subdivision; and

WHEREAS, Developers have sold substantially all of the lots in the Subdivision to various individuals; and

WHEREAS, the owners of the majority of the lots in the Subdivision have formed a Tennessee not-for-profit corporation known as Eagle Glen Homeowner's Association, Inc.; and

WHEREAS, the Developers have turned the operation, maintenance and development of the Subdivision over to the Homeowner's Association and desire to enter into this Amendment to the Declaration of Restrictions to provide for the Homeowner's Association to assume and carryout the duties of the Planning Committee prescribed by the Declaration of Restrictions;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Developers and the Homeowner's Association hereby covenant and agree as follows:

INST: 39658 WB 2198 PG: 442
REC'D FOR REC 12/20/1995 09:30:11 KNOX CO. TN
RECORD FEE: \$ 20.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

K DEF14018 V1

Instr: 199512200042971
Pages: 1 of 5
Cross Ref: WB 2198/442
Back File Automation



Instr: 196612200642971
Pages: 2 of 5

Back File Automation

1. Paragraph 25 of the Declaration of Restrictions is hereby amended by deleting the existing Paragraph 25 and inserting in place thereof the following:

25. No building shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and the lot plan showing the location of such building or alteration has been approved in writing as to the conformity and harmony with the existing structures in the Subdivision by a committee composed of not less than three representatives of the Homeowner's Association as designated and appointed by the Board of Directors of the Homeowner's Association, said committee to be known as the Planning Committee. The Board of Directors of the Homeowner's Association shall have the authority to remove the members of the Planning Committee, with or without cause at any time. In the event the Planning Committee fails to approve or disapprove any design or location of any building proposed to be built within the Subdivision within ten (10) days after said plans and specifications have been submitted to the Planning Committee, said plans shall be deemed disapproved. In the event said Planning Committee rejects the plans submitted for approval under this paragraph upon written request for advocacy of seventy-five percent (75%) of the parties owning lots within a 600-foot radius of the lot in question at the time said approval is requested stating that said owners of said property within the 600-foot radius desire the approval be given, the same shall be deemed approved by the Planning Committee. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction. In no event shall the construction of any resident's structure be permitted for which the plans call for less than fifty percent (50%) of the exterior portions to be veneered with brick, stone, stucco or other material of equal quality as determined by the Planning Committee in its sole discretion.

2. Paragraph 29 of the Declaration of Restrictions is hereby amended by deleting the existing Paragraph 29 and inserting in place thereof the following:

29. The owners of the majority of the lots in the Subdivision shall have the sole right by majority vote of the lot owners (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these


covenants and restrictions for any purpose of curing any ambiguity and for any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereinafter made any additional covenants and restrictions applicable to said Subdivision which do not lower the standards of the covenants and restrictions herein contained and (d) to release any building lot from any part of the covenants and restrictions (including, without limitation, building restriction lines and provisions hereof relating thereto) if by a majority vote of the lot owners, in their sole judgment, determine that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

3. All references in the Declaration of Restrictions to the Planning Committee shall be hereafter deemed to refer to the Planning Committee composed of three representatives of the Homeowner's Association appointed by the Directors of the Homeowner's Association.

4. The Homeowner's Association does hereby covenant and agree to carryout and perform the obligations of the Planning Committee and shall hereafter have all rights, duties and obligations of the Planning Committee relating to the Subdivision.

5. This Amendment shall be effective as of the date this Amendment is recorded in the Register's Office of Knox County, Tennessee.

IN WITNESS WHEREOF, this instrument has been executed as of the 18th day of DECEMBER, 1998.


Edwin T. Loy, Jr.


Winston D. Cox

EAGLE GLEN HOMEOWNER'S ASSOCIATION,
INC.

By: 
Its: President

STATE OF Iowa
COUNTY OF Windsor

Personally appeared before me, Margaret F. Orr, a
Notary Public in and for said State and County, EDWIN T. LOY,
JR., 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 foregoing
instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 6th day of
Dec., 1998.

Margaret F. Orr
Notary Public

My Commission Expires:

May 31, 1999

STATE OF Iowa
COUNTY OF Windsor

Personally appeared before me, Margaret F. Orr, a
Notary Public in and for said State and County, WINSTON D. COX,
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 foregoing
instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 6th day of
Dec., 1998.

Margaret F. Orr
Notary Public

My Commission Expires:

May 31, 1999



Instr: 199812200042971
Pages: 4 of 5

Back File Automation

INST: 39658 NB 2198 PG: 445

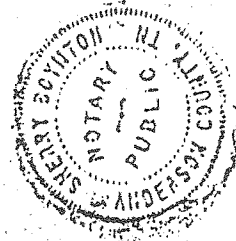
STATE OF TN
COUNTY OF ANDERSON

Before me, Sherry B. Boynton, a Notary Public
in and for the State and County aforesaid, personally appeared
STEVEN H. KOPP with whom I
am personally acquainted (or proved to me on the basis of
satisfactory evidence), and who, upon oath, acknowledged himself
(~~or herself~~) to be the President of EAGLE GLEN HOMEOWNER'S
ASSOCIATION, INC., the within named bargainor, a corporation, and
that he as such President, being duly authorized so to do,
executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by ~~him~~ himself as
such President.

WITNESS my hand and seal at office, on this the 10th day of
DECEMBER, 1995

Sherry B. Boynton
Notary Public

My Commission Expires:
MARCH 20, 1996



Instr: 199512200042971
Pages: 5 of 5

Back File Automation

INST: 39658 48 2198 PG: 446

X D0714018 V1

See WB 2096 pg 306 - Waiver of Building Set Back Line (LOT 122 - UNIT 4)

SEE WB 2096 - PG 1009 WAIVER BLDG. SETBACK-LOT 122 UNIT 4

This instrument prepared by: William R. Ray, Attorney
625 Gay Street, Suite 230
Knoxville, TN 37902
INSTRUMENT NO. 013675

DECLARATION OF RESTRICTIONS
EAGLE GLEN SUBDIVISION - UNIT FOUR (IV) and UNIT FIVE (V)

WHEREAS, the undersigned, Edwin T. Loy, Jr., and Winston D. Cox, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as Eagle Glen Subdivision, Units Four (IV) and Five (V), as shown on the maps of the same of record in the Register's Office for Knox County, Tennessee; Unit IV in Cabinet L, Slot 254-A, Note Book 56, p. 279, and Unit V in Cabinet L, Slot 253-B, Note Book 56, page 279.

WHEREAS, the said owners are desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot in said subdivision, Units Four (IV) and Five (V).

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by all parties concerned, the said Edwin T. Loy, Jr. and Winston D. Cox, do hereby covenant and agree with all subsequent owners of the lots in the said units of said subdivision that the following restrictive covenants, running with the land, shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any of said lots in said subdivision, Units Four (IV) and Five (V).

Those certain restrictive covenants for Eagle Glen Subdivision, Unit Two (II) as amended, are hereby adopted as the restrictive covenants of Eagle Glen Subdivision, Units Four (IV) and Five (V), by reference, as if set out herein verbatim and adopted, and for a precise and exact copy of said restrictive covenants, which are hereby fully and effectively adopted, reference is hereby specifically made to said restrictive covenants, as recorded on the 21st day of May, 1987, in the Register's Office for Knox County, Tennessee, in Deed Book 1916, at page 0448, and as amended in Deed Book 1924, at page 1029, on August 19, 1987.

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IN WITNESS WHEREOF, the owners have executed this instrument on the 2nd day of January, 1990.

01-02-90
2 7177

OWNERS:

Edwin T. Loy, Jr.
Edwin T. Loy, Jr.
Winston D. Cox
Winston D. Cox

STATE OF TENNESSEE)
COUNTY OF KNOX)

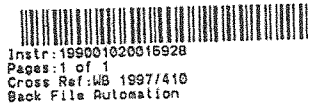
Before me, Martha Lee Goad, a Notary Public in and for the County and State aforesaid, personally appeared Winston D. Cox and Edwin T. Loy, Jr., with whom I am personally acquainted and who upon oath acknowledged themselves to be the owners in fee of Eagle Glen Subdivision, Units Four (IV) and Five (V), and did further acknowledge that they executed the foregoing instrument for the purposes therein contained.



Witness my hand and official seal at office this 2nd day of January, 1990.

Martha Lee Goad
Notary Public

My commission expires: 2/18/91



BOOK 1997 PAGE 0410

RECEIVED FOR
RECORDING
KNOX CO. TN
JAN 2 4 08 PM '90
NOTE BOOK 117
STEVE HALL