


**AMENDMENT TO THE DECLARATION OF COVENANTS  
AND RESTRICTIONS OF ETHAN'S GLEN HOMEOWNERS ASSOCIATION**

WHEREAS, a certain number of restrictions and covenants have been recorded applicable to Ethan's Glen Planned Unit Development (PUD), which restrictions are recorded in the office of the Knox County Register of Deeds, book 1888, page 998; said restrictions and covenants being applicable to all of the units of Ethan's Glen.

WHEREAS, pursuant to the covenants and restrictions hereinabove recited, the owners of at least seventy-five (75) per cent of the plotted lots shown on the plats of record of Ethan's Glen, said maps being of record in the Register's Office for Knox County, Tennessee, have the right to amend or alter the above mentioned covenants and restrictions.

WHEREAS, in order to make uniform the covenants and restrictions of all units of Ethan's Glen PUD, the owners of at least seventy-five (75) percent of the platted lots in all of Ethan's Glen have voted to adopt the following amended covenants and restrictions, and in order to facilitate doing so, have nominated and appointed as their agent, the Ethan's Glen Homeowners Association, Inc. for the purpose of executing this Amendment to said covenants and restrictions.

NOW, THEREFORE, in consideration of the premises and for the mutual benefit and valuable consideration, the Ethan's Glen Homeowners Association, Inc., acting on behalf of at least seventy-five (75) per cent of the owners of the lots in all of Ethan's Glen PUD, do hereby restrict the use of all land included and hereby placed upon said land, the following covenants and restrictions to run with the title to said property. Any grantee of any Deed conveying any lot or lots, parcels or tracts shown on said plat of any parts or portions thereof shall be deemed by the acceptance of such Deed to have complied with all of the covenants and restrictions and to have covenanted to observe, comply with and be bound by all the covenants and restrictions as follows:

  
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REC'D FOR REC 05/29/2014 1:16:13PM  
RECORD FEE: \$92.00  
M. TAX: \$0.00 T. TAX: \$0.00  
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**ARTICLE I**

**DEFINITIONS**

Section 1. "Association" shall mean and refer to Ethan's Glen Homeowner's Association, Incorporated, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association, subject to an easement or license in favor of the Association shall include all property in Exhibit "A" less and except all residential Lots created by the Declarant and shown on recorded plats presently or hereinafter placed of record in the Register's Office for Knox County, Tennessee.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and any dedicated street.

Section 6. "Member" shall mean and refer to every person entitled to membership as provided in the Declaration.

Section 7. "Governing Documents" shall mean and refer to, collectively, the original Declaration, this Declaration Amendment, any applicable supplementary Declaration, the Articles of Incorporation, the Bylaws, and any rules and regulations adopted by the Association, as the same may be amended from time to time.

## ARTICLE II

### PROPERTY RIGHTS

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

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

(b) The right of the Association to suspend an Owner's right and privileges to use certain portions of the Common Area for failure of that Owner, his lessees, agents or invitees, to comply with this Declaration, the Bylaws, the rules and regulations adopted by the Association or the administrative rules and regulations governing the Common Area. The procedure for the Association to do so shall be as set forth in the Bylaws. The Association shall not impose any such suspension without first providing the Owner notice of the charge, opportunity to be heard by and present evidence to the Board and notice of the Board's decision. Suspensions may be imposed for a reasonable period of time and/or until a violation or delinquency is cured.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of all Members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. The ultimate responsibility for complying with these governing documents remains with the Owner.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.



Section 2. Membership and Voting. Every Owner of a Lot shall be a Member of the Association and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) specific assessments, such assessments to be established and collected as hereinafter provided. The annual, special, and specific Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them, however the lien upon the land shall continue until paid in full.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and improvement situated upon the Properties, including, but not limited to costs of repairs, maintenance, replacements, additions, management, taxes assessed against the Common Areas and insurance of all forms maintained in accordance with the By-Laws and employment of attorneys to represent the Association when necessary or when the need arises.

Section 3. Annual Assessment. The annual assessment, covering the period from June 1 to May 31 of the following year is payable in monthly, quarterly, semi-annual, or annual installments.

- (a) The annual assessment may be increased each year, without a vote of the Members, by up to the increase in the average annual Consumer Price Index (CPI-U) by a majority vote of the Board of Directors.
- (b) The assessment may be increased by more than the increase in the CPI-U if the increase is approved by a two-thirds vote of the Members who are voting in person or by proxy, at a meeting duly called for this purpose as provided in Section 5 herein.
- (c) The Board of Directors may fix the annual assessment at an amount not in the excess of the maximum subject to the provisions of Sections 6 and 7 herein.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment



shall have the assent of at least two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. The subsequent meeting shall be held within 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual and special assessments must be fixed at the uniform rate for all Lots and may be collected on a monthly basis. If paid annually, payment must be made in advance. Payments shall be collected by Homeowner's Association Treasurer.

Section 7. Due Date of Annual Assessment. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty(30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish to the Owner of a Lot a certificate signed by an officer of the Association setting forth whether the assessments on said Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Lot to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests that the Board of Directors finds to be detrimental to the architectural, environmental, structural, or financial integrity of the other Owners; provided, the Board shall give the Lot Owner prior written notice and, if required by this Declaration or the Bylaws, an opportunity for a hearing before levying any Specific Assessment under this Section.

Section 9. Effect of Nonpayment of Assessments. Remedies of the Association. Each assessment levied by the Association, together with interest and the costs of collection thereof, including reasonable attorney's fees, shall be the personal obligation of all the Owners of each Lot. The Association shall have the power to take whatever action is necessary, at law or in equity, to enforce this Declaration and to collect the assessment, interest and costs. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to



payments that became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. All property dedicated to, and accepted by a local public authority and all properties owned by charitable and nonprofit organizations exempt from taxation by the laws of the State of Tennessee shall be exempt from assessments herein. However, in any event, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Responsibility for Maintenance of Private Streets. The maintenance responsibility of the private streets within the Community shall rest with the Association

## ARTICLE V

### ARCHITECTURE and LANDSCAPE CONTROL

Section 1. Architecture and Landscape Committees. An Architecture Committee composed of three or more representatives shall be appointed by the Board. This committee shall receive applications for any proposed changes or additions to the buildings, as described below in more detail, and to any permanent structures (including but not limited to walls, statues, or other structures). The committee shall recommend to the Board of Directors whether to approve or reject each application.

A Landscape Committee composed of three or more representatives shall be appointed by the Board. This committee shall receive applications for any proposed changes or additions to any plants (e.g., trees, grass, flowers) and changes in terrain as described below. The committee shall recommend to the Board of Directors whether to approve or reject each application.

Owners desiring to change anything on the exterior of their unit or in their surrounding Lot or Common Area must apply to one of the committees for approval. If in doubt as to which committee to send the application, it should be directed to the Architecture Committee.

Section 2. Architectural Control. No building, fence, wall, permanent landscaping structure or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architecture Committee.

The Architecture Committee shall have authority to recommend to the board any external change, including painting and staining with approved colors, rooflines, and any condition or material otherwise as a matter of judgment. Because the following changes would disrupt the harmony of the external design that each Owner purchased with his home, the Board or its designated committee shall not recommend approval of:

- (a) artificial plants;
- (b) clothes lines;
- (c) dog houses;
- (d) free-standing flag poles;
- (e) outdoor storage structures;
- (f) screen doors and storm doors, except for standard approved design;
- (g) sports or playground equipment including but not limited to basketball backboards;
- (h) temporary structures.



Section 3. Landscape Control. No substantial changes to landscaping features in front of, behind, or to the side of each unit (e.g., tree or shrub cutting, changing grass to plants, alterations of topography, addition of statues or other decorative objects) shall be commenced until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony and location in relation to surrounding structures and topography by the Landscape Committee.

Section 4. Approval, Disapproval, and Appeal Procedure. Upon receipt of an application with all details as required above included, the Architecture or Landscape Committee will vote to recommend approval or rejection of the application. The committee will transmit its recommendation in writing to the Board within 30 days of receiving an application from a Owner. The Board will vote at their next scheduled meeting to approve or disapprove the application. If insufficient information concerning the proposed changes is available to the respective committee, it shall inform the Owner in writing within 30 days, specifying what additional information is required. Upon receipt of a revised application with all the requested information, the 30-day time for the committee to act will re-start.

In the event that the committee recommendation to the board is to disapprove the application, the Owner may appeal the disapproval recommendation to the Board of Directors in writing, or by appearing in person at the next regularly scheduled Board meeting. The Board will respond with a final ruling within 30 days of the appeal.

If a committee and the Board fail to approve or disapprove an application within sixty days after said plans and specifications with all required information have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with,

Section 5. Violations. If any alteration shall be made upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architecture Committee or the Landscape Committee, and subsequently approved by the Board pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein.

The Board shall notify the Owner in writing setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty days after the aforesaid notice of violation, then the Board shall have the right to do any or all of the following, at its choice:

- a. The Board may use the right of abatement, and shall be entitled and empowered to take whatever steps are needed to remedy the violation Any costs and expenses incurred by the Board in remedying the violation shall be added to and become a part of the assessment to which the Owner and his Lot are subject.
- b. The Board may choose to levy a fine upon the Owner, not to exceed \$25 per day, until the Owner rectifies the violation. If not paid within 30 days, the fine shall accrue interest at the rate of 12 % per annum. The fine shall be added to and become a part of the assessment to which the Owner and his Lot are subject.
- c. The Board may use the Binding Arbitration Procedure described in Exhibit B of this document to resolve the violation.

Within 30 days of the aforesaid notice, the Owner can demand that Binding Arbitration be used to resolve the violation.

## ARTICLE VI

## PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

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

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

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the dispute must be resolved using the Mandatory Binding Arbitration Procedure as described in Exhibit B of this document.

## ARTICLE VII

### INSURANCE

Section 1. Association's Responsibility. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available.

(a) Property insurance for all insurable improvements to the club house (pool house) or the Common Area with regard to walls, fences, light posts and signage to the extent that the Association has assumed responsibility in the event of a casualty. The property insurance policy the Association obtains shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes. The Association shall be deemed trustee of all Members' interests in all insurance proceeds paid to the Association under any such policy and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section.

(b) Commercial General Liability Insurance. Coverage shall include, without limitation, liability for personal injuries and activities in connection with the maintenance of the Lots and the Common Area and the ownership, operation, and other use of the Common Area.

The Board shall use its judgment in deciding upon per occurrence limits for such coverage.

(c) Directors and Officers Insurance. Coverage shall name, as separately protected, the Association, the Board and officers of the Association, and Committee members with respect to any liability arising out of the maintenance of the Lots or the Common Area and the use of the Common Area.

(d) Such additional insurance as the Board, in its judgment determines advisable.

Section 2. Deductible. The insurance policies purchased by the Association may provide for a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a common expense and paid as a part of the normal costs of the Association. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment pursuant to Article IV above.

Section 3. Owner's Responsibility. Each Owner of a Lot shall be responsible for obtaining and maintaining at all times insurance at his or her own expense covering all portions of the Owner's Lot, including structures and improvements on the Lot and Owner's personal property. Additionally, each Owner of a Lot may, at his or her option, obtain insurance at his or her own expense to cover his or her personal liability, and to provide such other insurance as he or she may desire. At the Association's request, Owners shall file a copy of each individual policy or policies covering the Owner's Lot and personal property with the Board within ten (10) days after receiving such request. Such Owner shall promptly notify the Association in writing in the event such policy is canceled.

## ARTICLE VIII

### EXTERIOR MAINTENANCE

The Association shall be responsible for the maintenance and upkeep of the Common Areas, including insurance and other expenditures associated therewith, the costs of which shall be paid out of the Association annual fee. The Association shall be responsible for the upkeep of front yards of the individual lots including trees, shrubs and grass, the costs of which shall be paid out of the Association annual fee. The Association will only be responsible for cutting grass in back yards; upkeep for all other plantings, mulching, and maintaining is the Owner's responsibility.

Each Lot Owner will be responsible for daily ordinary care of his unit in order to maintain a clean, neat appearance, subject to Association restrictions on appearance, etc. The items covered in the Association annual assessment may change to include more or less and cause the assessment amount to increase or decrease, with the consent of at least two-thirds (2/3) of the Members.

Each Lot Owner shall be responsible for the exterior maintenance upon each Lot for all exterior maintenance of the building, including but not limited to: trim paint (with approved colors); repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces; resurfacing of driveways and walkways and other exterior improvements.

The Board of Directors may determine that certain painted exterior surfaces, including but not limited to eaves, gutters and downspouts, stucco, and doors should be repainted on one or more Properties in order to maintain harmony with the overall design of the neighborhood. The Board will notify in writing each Owner of these Properties. The Owner of each such Property has the



responsibility to repaint using approved colors within four months of such determination. If the Owner shall not have taken reasonable steps toward the required remedial action within four months after the aforesaid notice of violation, then the Board shall have the right of abatement, and shall be entitled and empowered to carry out the repainting or refurbishment. Any costs and expenses incurred by the Board in repainting or refurbishing shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

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

## ARTICLE IX

### RESTRICTIONS ON USAGE

Section 1. Land Use and Building Types. No Lot shall be used except for single-family residential purposes.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 3. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided further that the Association may regulate the keeping and maintaining of household pets. These pets shall be confined to the occupant's home unless on a leash and under Owner's care. The Owner shall be responsible for keeping the pet from damaging property of other Members or Common Property of the Association, including but not limited to cleaning up excrement from their pet.

Section 4. Outside Antennas. No outside radio or television antennas shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the Board of Directors of the Association.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or lease.

Section 7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage bins should be kept in the garage, except they may be placed at the curb the night before garbage pickup, and should be removed by the morning of the day following garbage pickup.

  
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Section 8. Lawful Use. No offensive or unlawful use shall be made of the Common Area or Lots and Living Units, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 9. Commercial Business. No commercial businesses may be maintained on the Common Area or in the Living Units, except for in-home offices that have no visiting clients or customers.

Section 10. Alterations. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association.

Section 11. Rules for Common Area. The Association is authorized to adopt rules for the use of Common Areas and such rules shall be furnished in writing to the Owners. The voting rights and right to use of the recreational facilities by an Owner may be suspended for a period of up to sixty (60) days for violation of such rules.

Section 12. Sports Apparatus and Equipment. No basketball standards or fixed sports apparatus shall be attached to any Living Unit or garage or be erected on the Lot of any Unit.

Section 13. Vehicles and Parking. No vehicles of any type shall be permanently or semi-permanently parked on the Properties or in the vicinity of any Living Unit or in the Common Area for the purpose of accomplishing repairs thereto, or the reconstruction thereof, except as permitted by the Rules of the Association. This reconstruction shall also apply to all vehicles not in operable condition regardless of whether or not such vehicles are being operated.

Section 14. Garages. Each Owner shall keep his garage area in a neat and orderly condition.

Section 15. Recreation Vehicles. There shall be no parking of recreational vehicles, including but not limited to, camping trailers, boats, motor homes and recreational and/or utility trailers (i.e., trailers used for storage, recreation, or business or those that haul lawn mowers, motor cycles, boats, cars, etc.) on an Owner's driveway or on the streets or parking areas of the subdivision.

Section 16. Commercial Vehicles. Vehicles connected to the maintenance, repair or upkeep of the buildings or grounds shall be permitted in the subdivision for the duration of their work.

Section 17. Residential Leases. No Owner of any Lot in the Properties shall lease the Lot or improvements thereof for a term of less than twelve (12) months.

Section 18. Fences. No chain link type fences shall be allowed.

Section 19. Policies. The Board of Directors may establish policies relating to restrictions not covered in the Covenants or for clarification of existing restrictions. These policies will have the same effect and may be enforced using the remedies described in Section 20 below, as though they are included in the Covenants or Bylaws. Any such policies or clarifications that will cost an Owner \$250.00 or more annually shall not be implemented until the proposed new policies or clarifications have been approved by the Owners of at least seventy-five (75) percent of the platted lots in Ethan's Glen. However, the cost of any fines levied because of violation of the policy shall not be counted toward the \$250 amount. A written summary of policies will be distributed to all Members.

Section 20. Remedies. The procedure and remedies for violations of these restrictions on usage shall be the same as those for violations of rules on Landscape and Architecture control, as described in Article V, Section 5.

The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, its successors or

assigns, to enforce any covenant or restrictions or any obligation, right, power, privilege, authority or reservation herein contained however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

## ARTICLE X

### EASEMENTS

All conveyances of Lots in the Community are made and accepted subject to any easements or rights of way that may have been granted for power, light and telephone lines and drainage facilities either expressly or as shown on previous plats of survey. The Association expressly reserves and grants to itself a perpetual easement across the common area and over Lots as shown on the plat of survey for the purposes of locating walls, fences and walkways, providing telephone, cable and electrical service, as well as power, water and sewer service, and storm drainage, whether located now or hereafter located on the property, and for construction of the same or making repairs or improvements thereto.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct, alter, or retard the flow of water through drainage channels in the easements. Easements to each individual Lot for ingress and egress shall be provided to each property over the Common Area or by access easements as shown on the recorded plat.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner has the right to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not invalidate any provision herein or act as a waiver or bar of the right of enforcement, which right may be exercised at any time. Enforcement by the Association or by any Owner must be done using the Mandatory Binding Arbitration Procedure as described in Exhibit B of this document.

Section 2. Settlement of disputes between Owners. Resolution of any disputes between one or more Owners must be done using the Mandatory Binding Arbitration Procedure as described in Exhibit B of this document.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions shall run with and bind the land for a term of ten (10) years from the date this Amendment is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants may be amended



by an instrument approved by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 5. Encroachment. It is understood that the living units, which adjoin each other and have a party wall built as a part of the original construction of the homes, which is placed upon the dividing line between adjoining Lots, may encroach on such adjoining Lots due to construction or other reasons. Accordingly, an easement is reserved for such encroachments as are contained in the buildings, whether the same now exist or may be caused or created by construction, settlement, or movement of the building, or by permissible repairs, construction, or alteration, with regard to any differences which may exist in the plats entitled "ETHAN'S GLEN", recorded in Plat Maps listed in Exhibit C and subsequent plats, in the Register's Office for Knox County, Tennessee, or in other lands which may be platted or annexed. thereto, and the actual party walls and Lot lines which exist on the Properties, the Lot lines and party walls which actually exist, shall control over discrepancies in such plats.

During construction, differences between the aforesaid plats and actual layout of roads, retaining walls, or other structures may have occurred, causing the roads or other structures to encroach on adjoining Lots. Accordingly, an easement is reserved for such encroachments, and the actual roads or other structures that exist on the Properties shall control over discrepancies in the plat.

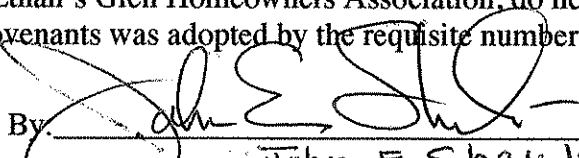
Section 6. Effective Date. These amendments to the covenants shall take effect upon being properly recorded in the Register's Office of Knox County, Tennessee.

Section 7. No Retroactive Effect. These amended covenants adding additional restrictions shall not have retroactive effect and shall not apply to structures previously constructed in compliance with the original covenants. The enforcement provisions can be used to enforce violations existing under the original covenants.

Section 8. Controlling Document. If there is any difference between this document and the original Covenants, or with the Bylaws or any of the other Governing Documents, this document is the controlling document and shall be taken as the version in effect, until such time as it is amended as provided above.

#### CERTIFICATION

I, the undersigned President of Ethan's Glen Homeowners Association, do hereby certify that the foregoing Amendment to the Covenants was adopted by the requisite number of Members.

By:   
John E. Shaulis  
Date: May 27, 2014



STATE OF TENNESSEE)

COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared, John E. Shaulis, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the President of ETHAN'S GLEN HOMEOWNERS ASSOCIATION, INC., the within

named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing in the name of the corporation by himself as President.

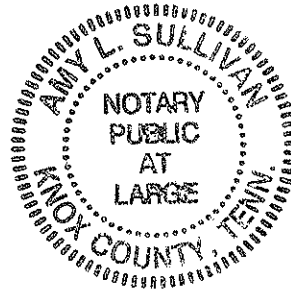
Witness my hand and official seal at office in Knox County, this the 27 day of May, 2014.



Notary Public

My Commission Expires:

4/2/17



This Instrument Prepared By:  
Ethan's Glen HOA  
930 Ethans Glen Drive  
Knoxville, TN 37923



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## EXHIBIT A

SITUATED in the Sixth Civil District of Knox County, Tennessee, being a tract or parcel of land lying on the west side of Sanders Road, and being more particularly described as follows:

BEGINNING at an iron pin in the west right of way of Sanders Road, said iron pin being distant 35.01 feet from the centerline of said road and corner to Lot 27, Gulf Chase Subdivision, as set forth in Map Book 63 S, Page 80, and distant in a northerly direction 1,205 feet, more or less, from the point of intersection of said Sanders Road and Dutchtown Road; thence from said beginning iron pin, leaving the west right of way of said road and along the boundaries of Lots 27, 14, 13 and 12, North 88 deg. 29 min. West, 643.68 feet to an iron pin in the boundary of Lot 10 of said Subdivision; thence along the Boundaries of Lots 10, 9 and 8, North 21 deg. 59 min. West, 325.45 feet to an iron pin corner to property of Robinson as set forth in Deed Book 1047, Page 375, in the Register's Office for Knox County, Tennessee; thence along the Robinson boundary, North 21 deg. 33 min. West, 460.82 feet to an iron pin in the boundary of Lot 8 of Gulf Park Subdivision, Unit 4, as set forth in Map Book 48 S, Page 12; thence along the boundary of Lot 8, North 87 deg. 13 min. East, 44.85 feet to an iron pin; thence North 87 deg. 13 min. East, 29.92 feet to an iron pin corner to Lot 7; thence along the boundary of Lot 7, South 87 deg. 52 min. East, 168.19 feet to an iron pin corner to Lot 6; thence along the boundary of Lot 6, South 88 deg. 48 min. East, 110.09 feet to an iron pin corner to Lot 5, thence along the boundary of Lot 5, South 87 deg. 47 min. East, 109.92 feet to an iron pin corner to Lot 4; thence along the boundary of Lot 4, South 86 deg. 01 min. East, 110.00 feet to an iron pin corner to Lot 3; thence along the boundary of Lot 3, North 87 deg. 37 min. East, 17.84 feet to an iron pin corner to property of Browder as set forth in Deed Book 1200, Page 353, in said Register's office; thence along the Browder boundary the following two calls: South 3 deg. 36 min. West, 108.90 feet to an iron pin; thence South 88 deg. 46 min. East 389.99 feet to an iron pin in the west right of way of Sanders Road; thence along the right of way of said road the following two calls: South 3 deg. 36 min. West, 418.98 feet to an iron pin; thence South 3 deg. 36 min. West, 200.36 feet to an iron pin corner to Lot 27 of said Gulf Chase Subdivision, the place of BEGINNING: according to survey of Robert G. Campbell & Associates, Inc., Knoxville, Tennessee, dated 24 August 1985, revised 25 February 1986.

BEING the same property conveyed to William S. Nix and wife, Linda V. Nix, by deed from Robert L. Prince and wife, Imogene E. Prince, dated 3 September 1985, of record in Deed Book 1859, Page 399, in the Register's Office for Knox County, Tennessee.

  
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## EXHIBIT B

### MANDATORY BINDING ARBITRATION PROCEDURE

Any Owner having a Claim ("Claimant") against the Association ("Respondent") or any other Owner, or vice-versa shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until it has complied with the following procedures:

**1. Notice.** Within a reasonable time after the Claim in question has arisen, and in each event prior to the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation, the Claimant shall notify the Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

- a. the nature of the Claim, including date, time, location, persons involved, Respondent's role in the Claim and the provisions of this Declaration or other authority out of which the Claim arises;
- b. what the Claimant wants the Respondent to do or not do to resolve the Claim; and
- c. that Claimant wishes to resolve the Claim by mutual agreement with Respondent, and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss, in good faith, ways to resolve the Claim.

**2. Negotiation.** Each Claimant and the Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation, but not later than 30 days following the Notice, unless otherwise agreed by the Parties. Upon receipt of a written request from a Party, accompanied by a copy of the Notice, the President of the Association may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in his discretion he believes such efforts will be beneficial to the Parties and to the welfare of Ethan's Glen.

**3. Final and Binding Arbitration.** If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiation"), a Claimant shall have 30 days within which to submit the Claim to binding arbitration under the auspices of the American Arbitration Association, or such other independent party providing similar services upon which the Parties may mutually agree, in accordance with the rules of the Tennessee Uniform Arbitration Act, as may be amended from time to time, except as follows:

- a. Unless the parties mutually set another date, within ten (10) days following Termination of Negotiation, Claimant and Respondent shall jointly select one arbitrator, whose decision shall be absolutely binding on all Parties; provided, however, if Claimant and Respondent are unable to jointly select one arbitrator within said ten (10) day period, or on or before any later day set by them by which to select arbitrator(s), Claimant shall select an arbitrator, and Respondent shall select an arbitrator, and the two arbitrators shall select a third arbitrator. Any decision agreed upon by two of the three arbitrators shall be absolutely binding on all Parties.
- b. In the event the Claimant does not submit the Claim to binding arbitration as aforesaid, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to persons not a Party to the foregoing proceedings.



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This Section is an agreement of the Bound Parties to arbitrate all Claims against the Respondent, except Exempt Claims, and is specifically enforceable under Tennessee law. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent of applicable law.

4. Allocation of Costs of Resolving Claims. Each Party shall bear all of its own costs incurred prior to and during the proceedings described above, including the fees of its attorney or other representative.

5. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation and a Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following arbitration and a Party thereafter fails to comply with such Award, then the other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures of this Declaration. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys fees and court costs.



### EXHIBIT C

Original and revised plat maps of Lots in Ethan's Glen are in the following locations in the Register's Office for Knox County, Tennessee:

Cabinet	Slot
K	77D
K	78D
K	221A
K	244A
K	298B
K	351A
L	17C
L	32A
L	41C
L	77D
L	92A

  
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**ETHANS GLEN HOMEOWNERS ASSOCIATION AMENDMENT VOTING RECORD  
MAY 4, 2014**

<i>Unit</i>	<i>Owner(s)</i>	<i>For</i>	<i>Against</i>	<i>Comment</i>
804	Hontz, Fay	X		Proxy to Andersen
805	Woods, Sharon	X		Proxy to Swain
806	Montgomery, Bob & Bette		X	Proxy to Swain
807	Strange, James & ?	X		Proxy to Shaulis
809	McHugh, Ed & Judy	X		
810	Pannell, David	X		Proxy to Andersen
811	Letchworth, Frank & Janice	X		Proxy to Swain
812	Swain, Berta & David	X		
815	McElroy, Drew & Taylor, Lynn	X		
817	Ward, Terri & Tim	X		Proxy to Swain
819	Adkins, Boyd & Pat	X		Proxy to Swain
821	Eagle, Gwen & Levasseur, Phil	X		Proxy to Andersen
823	Morgan, Donna	X		Proxy to Andersen
825	Andersen, Chris & Mary	X		
832	Haynes, Anne & Skip		X	Proxy to Holdaway
834	Haynes, Anne & Skip		X	Proxy to Holdaway
835	Gottman, Sharon & Penico, Ed	X		
836	Holdaway, Donna & Ray		X	
837	Messer, Bronson & Mills, Marissa	X		Proxy to Penico
838	Cleveland, Herb & Karen	X		
839	Richardson, Dorothy		X	Proxy to Penico
841	Freeman, Bob & Elaine	X		Proxy to Penico
931	Feezell, Jane	X		
932	Shaulis, John	X		
933	Gledhill, Bernard	X		Proxy to Swain
934	Adkins, Boyd & Pat	X		Proxy to Swain
935	Freeman, Dennis & Rhonda	X		Proxy to Haase
936	Martin, Betty & Charles	X		Proxy to Andersen
937	Whisnant, Meredith	X		
938	Allen, Jeff & Laura	X		Proxy to Swain
939	Hammett, Charles & Susan	X		
940	Claiborne, Sam	X		Proxy to Balloff
941	Johnson, Sigrid	X		
942	Webster, Sheila			Absent
943	Frazier, Ann & Wayne	X		Proxy to Andersen
944	Wood, Pamela	X		Proxy to Shaulis
945	Wood, Charles & Kathy	X		Proxy to Andersen
946	Haase, Carol & Ted	X		
947	Ellison, Deb & Jeff	X		Proxy to Swain
948	Sanchez, Ed & Margie	X		Proxy to Penico
949	McGlothlin, Dudley & Lynn	X		
950	Jerviss, David & Elaine	X		
951	Whisnant, Ashlyn	X		
952	Sosna, Betty & Bill	X		
953	Balloff, Sam	X		
954	Ryan, Barbara	X		Proxy to Sosna
956	Condon, Martin	X		
	<b>TOTAL</b>	<b>41</b>	<b>5</b>	



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