

This Instrument prepared by
Baker, Donelson, Bearman, Caldwell & Berkowitz
265 Brookview Centre Way, Suite 600
Knoxville, Tennessee 37919

Nick McBride
Register of Deeds
Knox County

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS
EAGLE GLEN SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS (the "Amendment") is made and entered into as of the 12th day of December, 2018, by The Eagle Glen Homeowners Association Inc. ("Homeowners Association"), a Tennessee not for profit corporation.

W I T N S S E T H:

WHEREAS, Homeowner's Association is the governing body for a subdivision known as Eagle Glen (the "Subdivision"); and

WHEREAS, Homeowner's Association has recorded a Declaration of Restrictions for Eagle Glen Subdivision ("Declaration") - Unit Two dated as of May 21, 1987 and recorded in Book 1916, Page 448 in the Register's Office of Knox County, Tennessee, as amended from time to time; and adopted by the Declaration of Restrictions for Eagle Glen Subdivision - Unit Three recorded in Book 1961, Page 656 in the Register's Office of Knox County, Tennessee; and adopted by the Declaration of Restrictions for Eagle Glen Subdivision - Units Four and Five, recorded in Book 1997, Page 410 in the Register's Office of Knox County, Tennessee; and adopted by the Amendment to Declaration of Restrictions for Eagle Glen Subdivision - Units One and Six recorded as Instrument # 201403200053686 in the Register's Office of Knox County, Tennessee. A further Amendment to said Declaration of Restrictions of Unit Two, as amended, making payment of annual and special assessments mandatory was recorded as Instrument # 201404160059052 in the Register's Office of Knox County, Tennessee, all of which are attached hereto and incorporated herein by reference.

WHEREAS, Homeowner's Association has the authority to amend the Declaration under the provisions of Paragraph 29 of the Declaration; and

WHEREAS, Homeowner's Association's desire is to hereby amend the Declaration to clarify the remedies of the Association due to nonpayment of assessments.

NOW, THEREFORE, the Homeowner's Association hereby amends the Declaration as set forth below:

1. Section 8, Remedies of the Association due to Nonpayment of Assessments of the AMENDMENT TO DECLARATION OF RESTRICTIONS is hereby deleted and the following text is hereby inserted in lieu thereof:

Section 8. Remedies of the Association due to Nonpayment of Assessment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee equal to 10% of the annual or special assessment due, payable quarterly, shall be assessed. In such case, the Association may accelerate, at its option, the entire unpaid balance or the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and later fees, costs and reasonable attorney's fees for any such action shall be added to the amount of such assessment. Each such Owner by his or her acceptance of deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all action against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of the liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his or her Lot or by renunciation of membership in the Association.

IN WITNESS WHEREOF, this instrument has been executed as of the 10th day of December, 2018.

**EAGLE GLEN HOMEOWNER'S
ASSOCIATION, INC.**

By: [Signature]
Its: Vice-President

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, Noreen T. Sands, a Notary Public in and for said State and County, Robert R. Carl, the within named bargainor(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 10th day of December, 2018.



2

[Signature]
Notary Public
My Commission Expires: 3-05-2022



Sherry Witt
Register of Deeds
Knox County

THIS INSTRUMENT WAS PREPARED BY
Rick Carl 265 Brookview Centre
NAME ADDRESS
Way Suite 600 Knoxville, TN
37919

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AMENDMENT TO
DECLARATION OF
RESTRICTIONS
EAGLE GLEN SUBDIVISION

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS (the "Amendment") is made and entered into as of the 16th day of April, 2014 by The Eagle Glen Homeowners Association Inc. ("Homeowners Association"), a Tennessee not for profit corporation.

WITNESSETH:

WHEREAS, Homeowner's Association is the governing body for a subdivision known as Eagle Glen (the "Subdivision"); and

WHEREAS, Homeowner's Association has recorded a Declaration of Restrictions for Eagle Glen Subdivision ("Declaration") - Unit Two dated as of May 21, 1987 and recorded in Book 1916, Page 448 in the Register's Office of Knox County, Tennessee, as amended from time to time; and adopted by the Declaration of Restrictions for Eagle Glen Subdivision - Unit Three recorded in Book 1961, Page 656 in the Register's Office of Knox County, Tennessee; and adopted by the Declaration of Restrictions for Eagle Glen Subdivision - Units Four and Five, recorded in Book 1997, Page 410 in the Register's Office of Knox County, Tennessee; and adopted by the Amendment to Declaration of Restrictions for Eagle Glen Subdivision - Units One and Six recorded as Instrument # 201403200053686 in the Register's Office of Knox County, Tennessee. Said Declaration of Restrictions of Unit Two, as amended, are attached hereto and incorporated herein by reference.

WHEREAS, the Homeowner's Association has determined that the health, safety, pleasure and welfare of the owners of lots in the Subdivision will be best served by making payment of annual and special assessments mandatory for all owners of lots in the Subdivision; and

WHEREAS, Homeowner's Association has the authority to amend the Declaration under the provisions of Paragraph 29 of the Declaration; and

WHEREAS, Homeowner's Association's desire is to hereby amend the Declaration to provide additional covenants and restrictions making the payment of annual and special assessments mandatory for all owners of lots in the Subdivision on the terms and conditions set forth in the Declaration, as amended by this document.

NOW, THEREFORE, the Homeowner's Association hereby amends the Declaration as set forth below:

COVENANT FOR MAINTENANCE AND IMPROVEMENT ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to become a member of the Eagle Glen Homeowners Association, Inc. ("Association"). Each Owner of a Lot, by acceptance of a deed, whether or not it shall be so expressed in such deed, is likewise deemed to covenant and agree to pay to the Association (1) annual assessments which may or shall be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs of collection, as hereinafter provided, including reasonable attorney's fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his or her successors-in-title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Areas, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and the establishment and maintenance of a reasonable reserve fund or funds. It is intended that all Common Area improvements, including but not limited to the median areas at each subdivision entrance, landscaping, signage and lighting, are to be maintained by the Association using funds from the assessments to pay such costs.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments 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 but not limited to roads, sidewalks, signage, and/or drainage systems provided that any such assessment shall have the assent of a majority of the Owners voting in person or by proxy at a meeting duly called for such purpose. Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Amendment to the Covenants and Restrictions above shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast fifty percent (50%) 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. NO such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Written Notice. Any written notice required under this Amendment to the Covenants and Restrictions shall be accomplished by any one of the following: a) United States First Class mail; b) Hand Delivery to the mailbox of each Lot; or c) via electronic mail (e-mail) to the e-mail address maintained by the Association for each Lot Owner or their Proxy.

Section 6. Rate of Assessment. Annual assessment shall be fixed at a uniform rate for all Lots and shall be set by the Board of Directors of the Association subject to approval by a majority vote of the Owners present at the Annual Meeting of the Association. The Owners shall be notified of any proposed increase in the Annual Assessment no later than five (5) days prior to such Annual Meeting. The Annual Rate of Assessment shall be \$125.00 per Lot, subject to modification as provided in this Section 6.

Section 7. Date of Commencement of Annual Assessment Due Dates. The Annual Assessment shall become due and payable on the first day of January of each calendar year. Any new Owner of a Lot shall pay a prorated part of the annual assessment as of the first day of the month following the date such Person becomes a member of the Association. Upon a person ceasing to be a member of the Association, such member shall not be entitled to any refund of his or her annual assessment.

Section 8. Remedies of the Association due to Nonpayment of Assessment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency of the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance or the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees for any such action shall be added to the amount of such assessment. Each such Owner by his or her acceptance of deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all action against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of the liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the assessments provided

for herein by non-use of the Common Area, abandonment of his or her Lot or by renunciation of membership in the Association.

Section 9. Suspension of Membership Rights. If an Owner shall have failed to pay when due any assessment or charge lawfully imposed upon him or her on any property owned by him or her, or if the Owner, his or her family, or guests shall have violated any of the covenants contained in this Declaration or any rule or regulation of the Board regarding the use of any property or conduct with respect thereto, then the Board shall provide written notice to the Owner by certified mail, 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 remedy action within 20 days of the mailing of aforesaid notice of violation, then the Board may suspend the membership rights (including voting rights) of the Owner.

Section 10. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust, first purchase money security deed, or security deed representing a first lien on said property. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or deed of trust or proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Owners of such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use:
- (b) all Common Areas; and
- (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.


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IN WITNESS WHEREOF, this instrument has been executed as of the 16th day of April, 2014.

**EAGLE GLEN HOMEOWNER'S
ASSOCIATION, INC.**

By: Alex J. Boerner
Its: President

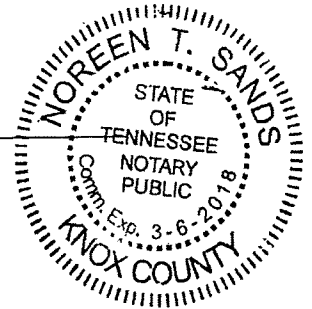
STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, Noreen T Sands, a Notary Public in and for said State and County, Alex Boerner, the within named bargainor(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 16th day of April, 2014.

Noreen T Sands
Notary Public



My Commission Expires:

3-06-2018

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This Instrument Prepared By:
William R. Ray, Attorney **035868**
602 Gay Street, Suite 500
Knoxville, TN 37902

DECLARATION OF RESTRICTIONS
EAGLE GLEN SUBDIVISION - UNIT TWO

POOR ORIGINAL

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 II, as shown on the map of the same of record in Map Book 928, page 56, in the Register's Office for Knox County, Tennessee.

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. **1500**

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 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. Invalidity 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 for Residential A Zones, except that the side-yard set-backs for dwellings of more than one (1) story shall be not less than eight (8) feet on one side, with a total of at least twenty (20) feet on both sides. The side yard set-back requirement for the street side of corner lots shall be twenty (20) feet.



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SEE WB 1924-1029 Amndt
See WB 2028 pg 306 - Waiver of Ely, Set Back Line
LOT 122 - UNIT
See Rel Bd 222 pg 322 - Lot 58, Unit 2 Ely, Set

MAY 21 4 25 PM '07

NOTE BOOK

STIVE HALL

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.



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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 2400 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



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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 accomodate 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



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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 21st day of MAY, 1987.

[Signature]

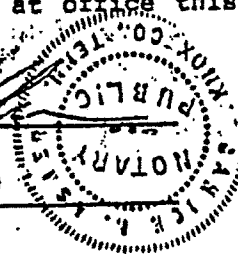
STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, JANICE L. ASHER, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted and who upon oath acknowledged himself to be the _____ of _____ the _____ within named bargainor, and that he as such _____ 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.

[Signature]
Notary Public

My commission expires: 6-21-89



THIS INSTRUMENT WAS PREPARED BY

Steven Kopp 1215 Harner Pl
NAME ADDRESS TN 37922

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:

K DEPT4010 V1

INST: 39658 NB 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

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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

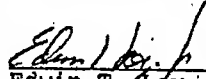
covenants and restrictions for any purpose of curing any ambiguity and for any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereinafter made any additional covenants and restrictions applicable to said Subdivision which do not lower 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.

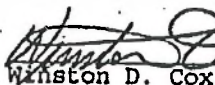
3. All references in the Declaration of Restrictions to the Planning Committee shall be hereafter deemed to refer to the Planning Committee composed of three representatives of the Homeowner's Association appointed by the Directors of the Homeowner's Association.

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 14th day of DECEMBER, 1998.


Edwin T. Loy, Jr.


Winston D. Cox


EAGLE GLEN HOMEOWNER'S ASSOCIATION,
INC.

By: 
Its: President

K DEP14018 V1

INST: 39658 NB 2198 PG: 444


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Instr: 19881220004397
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STATE OF Tenn.
COUNTY OF Anderson

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., 1995.

Margaret F. Orr
Notary Public

My Commission Expires:
May 31, 1999

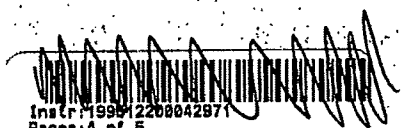
STATE OF Tenn.
COUNTY OF Anderson

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., 1995.

Margaret F. Orr
Notary Public

My Commission Expires:
May 31, 1999


Instr: 199512200042871
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INST: 29650 KB 2198 PG: 445

K DEF14018 V1

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 bargainer, 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 himself as
such President.

WITNESS my hand and seal at office, on this the 15th day of December, 1995

My Commission Expires:
MARCH 20, 1996

~~Notary Public~~



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