

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

200704090082062

THIS INSTRUMENT PREPARED BY:

Ken Bowman
Oakhurst LLC
7325 Oak Ridge Hwy
Knoxville, Tennessee 37931

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

OAKHURST SUBDIVISION

This Declaration of Covenants and Restrictions is made and entered into as of March 15, 2007, by OAKHURST, a Tennessee limited liability company ("Developer").

Developer is the owner of certain real property located in Knox County, Tennessee as more particularly described as Lots 1-45, 46-103 Oakhurst Subdivision and incorporated herein by reference (the "Property").

Developer desires to create on the Property a residential community known as Oakhurst Subdivision (the "Subdivision"). The Subdivision shall initially consist of 103 lots as shown on the plat of Record as Instrument 20070319002770 in the Register's Office for Knox County, Tennessee.

At the discretion of the Developer, additional lots may be added to the Subdivision. Such lots may be added from time to time as and when determined by the Developer. The Developer may build detached homes, attached homes, condominiums or any other type of improvement on any subsequent phase of the subdivision and may cause any or all subsequent phases to become subject to the terms of this Declaration.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, Developer does hereby covenant and agree with all subsequent owners of lots in said subdivision that the following restrictive covenants shall be 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 the subdivision:

ARTICLE I

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of not less than two-thirds of the then owners of lots, it is agreed to change said covenants in whole or in part.

200704090082062 Page 1 of 8
REC'D FOR REG 04/09/2007 1:34:10PM
RECORD FEE: \$42.00
H. TAX: \$0.00 T. TAX: \$0.00

ARTICLE II

ENFORCEMENT

If the parties hereto, their heirs, successors, or assigns, or any other person or entity shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Developer, its successors or assigns, or any person or entity having an ownership interest in any lot to prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate any such covenant or restrictions and either to prevent such person or entity from so doing or to recover damages or other dues for such violation.

ARTICLE III

SEVERABILITY

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.

ARTICLE IV

LAND USE AND BUILDING TYPE

All the lots in the subdivision shall be known and designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any of the said lots other than one detached single-family dwelling not to exceed two stories in height plus basement and an attached garage except by approval and sanction of the Developer.

*Amended to permit
condos as of 4/6*

ARTICLE V

BUILDING LOCATION

No building shall be located on any lot nearer to the front line than is permitted by standard setback restrictions of applicable zoning. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, this shall not be construed to permit any portion of the building to encroach upon another lot.

ARTICLE VI

DIVISION OF LOTS

Not more than one single family residential dwelling may be erected on any lot nor shall more than one family occupy said dwelling, as shown on the recorded map and no lot as shown on said lot may be further developed, subdivided or reduced in size by any method, voluntary alienation, partition, judicial sale, or other process, or process of any kind, except for the explicit purpose of increasing the size of another lot. However, the Developer reserves the right to use any numbered lot in said subdivision for public or private road purposes to gain access to any adjoining land as it shall in its sole discretion determine.

ARTICLE VII

ARCHITECTURAL CONTROL

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 a plan showing the location of the dwelling have been approved in writing by the Developer or its assigns as to quality of workmanship and materials, harmony of its exterior design with existing structures and location with respect to topography and finished grade levels and elevations. The Developer reserves the right to transfer its rights of plan design approval to any such individual or corporation having an ownership interest in said subdivision and deemed by the Developer to be an appropriate party upon which to confer such authority. In any event, the Developer shall have the exclusive authority to designate its successor. In no event shall the Developer or its successor be entitled to compensation for services performed pursuant to this covenant. In the event the Developer or designated representative fails to approve or disapprove in writing such plans or specifications within twenty-five (25) days after the same have been submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fulfilled. Thereafter, such plans must be left with the Developer during the period of construction after approval. Further, if no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and approval shall be deemed to be fully granted. In the event said Developer rejects plans submitted for approval under this covenant, upon written request for approval by 75% of the ownership of all lots, such plans shall be deemed approved by Developer.

ARTICLE VIII

NUISANCES

No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulated or remain on any part of said land, nor upon any land or lands contiguous thereto. The Developer or its assigns may require removal of obnoxious or unharmonious improvements or changes made to property after construction is completed; however, the homeowner may appeal said ruling of the Developer or its assigns by obtaining the approval of 75% of the homeowners within a 300 foot radius of the improvement. Enforcement of the ruling made hereunder concerning obnoxious or unharmonious improvements or changes may be enforced by any means at law or equity.

ARTICLE IX

TEMPORARY STRUCTURES

There shall be no trailer, mobile home, motor home, basement, tent, shack, garage, barn, outbuilding, or other temporary structure erected on any lot that shall at any time that can be used as a residence, temporarily or permanently.



Instr 1200704080002002
PAGE: 3 OF 8

ARTICLE X

EASEMENTS

Easements ten feet (10') in width along the street and exterior boundaries of the subdivision and five feet (5') in width along all other lot lines, except where attached units join, are reserved for the installation and maintenance of utilities and drainage. No easements, rights of way or rights of access shall be deemed granted or in any way given to any person or entity across or through any lot in this subdivision unless permission is given in writing by the Developer or its assigns.

ARTICLE XI

SIGNS

No signs of any kind shall be displayed on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period. The entrance sign and grounds thereon shall be maintained by the lot and Homeowners after 50% of the lots have been sold. The Developer and its assigns shall have the right to erect a sign or signs advertising property for sale.

ARTICLE XII

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind or species shall be raised, bred or kept on any lot except household pets such as dogs and cats which may be kept, provided that they are not kept, bred or maintained for any commercial purpose or in such number as to create a nuisance or sanitation problem.

ARTICLE XIII

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, hazardous waste, or other waste and further provided that there shall be no dumping on the top of the ground, except that it shall be permissible for temporary dumping of building and/or construction materials which shall be immediately covered and thereafter removed within a reasonable time. In addition, it shall be the responsibility of the owner of each lot to maintain the same in an orderly manner and to remove any unsightly or other type of waste situation on any lot.

ARTICLE XIV

FENCES AND WALLS

No fences or walls shall be erected, placed or altered on any lot or parcel unless approved by the Developer or its assigns. If any fencing is constructed without the prior approval of the Developer or its assigns, the Developer or its assigns may remove said fencing without the necessity of proceeding through the judicial process. Chain link fencing will not be approved



Instr: 128878409982002
PAGE: 4 OF 8

Inst: 200704090002002
PAGE: 5 OF 8

household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

6. No noxious or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the remaining owners.

7. No immoral, improper, offensive, or unlawful use shall be made of any dwelling, or any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

8. No commercial businesses may be maintained on the Common Elements or on any lots; provided, however, home-based businesses which do not significantly increase the traffic in the subdivision, do not require or result in a violation of the parking requirements, as set below, and which are not apparent from the exterior of the home, may be allowed, subject to the approval of the Developer. It is the intention of the Developer that home-based businesses which have no significant impact on the quality of life in the subdivision be allowed, such as computer-based businesses. There shall be no signs identifying any businesses located on any lot.

9. No garage shall be remodeled or permanently enclosed and no portion of a garage shall be converted into or used for a living space unless a new garage is added as part of the remodeling. All garage doors shall remain closed when not in use.

10. The personal property of any resident of a dwelling shall be kept inside the resident's dwelling, except for tasteful patio furniture and other personal property commonly kept outside. The Developer shall have the right to approve any personal property of any resident kept outside the resident's dwelling including, without limitation, yard ornaments, statuary and similar items. Any and all such personal property kept outside a resident dwelling shall be removed by the resident upon the request of the Developer. In the event the resident fails to remove such personal property, the Developer shall have the right to remove such property at the owner's expense.

11. All vehicles shall be parked in garages. Except as provided in Paragraph 12 below, there shall be no overnight parking on the street in front of any lot, except that passenger automobiles and other motor vehicles less than 7 feet in height may be parked overnight on driveways located on each lot. No commercial vehicle, recreational vehicle, camper, trailer or boat may be parked on any lot except as described above, unless such vehicle is parked behind an approved fence so as not to be readily visible from the street or adjoining properties. The foregoing restrictions shall not, however, be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to, from or while used in connection with providing services to, the property.

12. Under no circumstances shall there be overnight parking in the streets, roadways or other portions of the subdivision, provided, however, that overnight vehicle parking by owners and guests may be permitted, subject to rules and regulations promulgated from time to time by the Developer.

13. No repair or maintenance of vehicles shall be conducted on the property, except that routine maintenance may be conducted within the garage of a dwelling or on a



portion of the lot which is screened by an approved fence, as long as it does not create an unreasonable annoyance to residents.

14. Any vehicle violating the provisions of this Section 15.2 may, at the discretion of the Developer, be removed from the property and the person who owns such vehicle shall be charged for the cost of such removal. In addition, any owner shall be charged and assessed for the removal cost of any vehicle owned by him or by any tenant, occupant, guest or invitee of such owner.

ARTICLE XVI

WAIVER AND MODIFICATION

The Developer and its assigns hereby reserve the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictive covenants or conditions contained herein, provided that said modifications do not reduce the general standards of Oakhurst Subdivision. The Developer and its assigns specifically reserve the right to amend the restrictive covenants that might hinder the qualifications of the subdivision for FHA/VA or conventional mortgage financing up to twelve (12) months from the date of execution of this Declaration of Covenants and Restrictions.

ARTICLE XVII

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, title, easements and estates reserved or given to Developer in this Declaration may be assigned to any person or entity or assigns which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein granted to and secured by Developer and upon such assignment, the Developer shall thereupon be forever released therefrom.

ARTICLE XVIII

INTERPRETATION AND CLARIFICATION CLAUSE

The laws of the State of Tennessee shall control in the construction of these covenants and restrictions. As used in this Declaration of Covenants and Restrictions, words used in the singular shall be deemed to include the plural and the plural, the singular, and words used in the masculine gender shall be deemed to include the feminine, if appropriate.

ARTICLE XIX

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:



Instr: 200704090002002
PAGE: 7 OF 8

(a) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties and properties held or purchased by any religious group, organization or association.

(b) "Developer" shall mean and refer to Oakhurst LLC and its assigns or successors in interest.

(c) "Owner" shall mean Oakhurst LLC as it represents ownership interest in the subdivision.

(d) "Homeowner" shall include any person who shall have occupied a home or held a valid contract or occupy a home before the execution of the Declaration of Covenants and Restrictions.

Any amendment must be properly recorded to be effective.

IN WITNESS WHEREOF, the said owner and Developer have hereunto set their hands and seals this 9th day of April 2007.

OAKHURST LLC

By [Signature]
Kerr Bowman, Member

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a notary public of the state and county aforesaid, personally appeared John M. Luttrell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an officer of OAKHURST LLC, the within named bargainer, a limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such officer.

Witness my hand and seal this 9th day of April 2007.

[Signature]
Notary Public

My Commission Expires:
11-7-10



200705180094401

THIS INSTRUMENT PREPARED BY:
DANIEL J. MORSE
WISE & REEVES, P.C.
625 S. GAY STREET, SUITE 160
KNOXVILLE, TN 37902
File# 07W27897

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF OAKHURST SUBDIVISION**

THIS AMENDMENT ("Amendment") is made to the Declaration of Covenants and Restrictions of Oakhurst Subdivision (the "Declaration"), of record at Instrument Number 200704090082052 in the Register of Deeds Office for Knox County, Tennessee, to which Instrument specific reference is made for incorporation herein as though set forth herein verbatim.

WITNESSETH:

WHEREAS, the Developer reserved in the Declaration at Article XVI, "WAIVER AND MODIFICATION," the right in its absolute discretion at any time to annul, waiver, change or modify any of the restrictive covenants or conditions contained in the Declaration, provided that said modifications do not reduce the general standards of Oakhurst Subdivision; and

WHEREAS, the Developer desires to change and modify the Declaration as set forth herein; and

NOW, THEREFORE, for and in consideration of the premises herein set forth, the Developer, for itself and its successors and assigns, does hereby amend the declarations, covenants, terms, conditions and provisions of the Declaration as follows:

1. Article IV, "LAND USE AND BUILDING TYPE" is modified to read as follows:

ARTICLE IV

LAND USE AND BUILDING TYPE

All the lots in the subdivision shall be known and designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any of the said lots other than one detached single-family dwelling not to exceed two stories in height plus basement and an attached garage except by approval and sanction of the Developer, provided, however, that detached homes, attached homes, condominiums, planned unit developments, or any other type of multi-family residential improvement may be constructed on Lot 46, as designated on the Final Plat of Oakhurst Subdivision as surveyed by Robert F. Campbell & Assoc., L.P., and dated February 12, 2007.

Inst: 200705180094401 Page: 1 of 3
RECORDED FOR REC 05/18/2007 11:51:33AM
H TAX: \$0.00 T. TAX: \$0.00

2. Article VI, "DIVISION OF LOTS" is modified to read as follows:

ARTICLE VI

DIVISION OF LOTS

[Except for Lot 46 as provided herein,] not more than one single family residential dwelling may be erected on any lot nor shall more than one family occupy said dwelling, as shown on the recorded map, and no lot as shown on said map may be further subdivided or reduced in size by any method, voluntary alienation, partition, judicial sale, or other process of any kind, except for the explicit purpose of increasing the size of another lot. However, the Developer reserves the right to use any numbered lot in the Subdivision, as it shall in its sole discretion determine, for public or private road purposes to gain access to any adjoining land. [Developer reserves the right to erect, or allow others to erect, multi-family residential dwellings, including detached homes, attached homes, condominiums, planned unit developments, or any other type of multi-family residential improvement on Lot 46, as designated on the Final Plat of Oakhurst Subdivision as surveyed by Robert F. Campbell & Assoc., L.P., and dated February 12, 2007.]

3. Except as the Declaration is expressly changed or modified by the provisions of this Amendment, the remainder of the Declaration shall remain in full force and effect, enforceable in accordance with the specific provisions therein set forth.

WITNESS the execution and delivery of this Amendment on 15th day of May, 2007, in Knox County, Tennessee.

OAKHURST, LLC

By: 

Kenneth R. Bowman
Member

ACKNOWLEDGED AND AGREED BY:

LUTTRELL DEVELOPMENT, LLC

By: 

John M. Luttrell
Chief Manager


Inst: 1288705180004401
PAGE: 2 OF 3

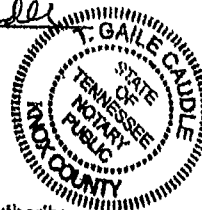
STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Kenneth R. Bowman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a Member of Oakhurst, LLC, the within named bargainer, a Tennessee limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Member.

WITNESS my hand and official seal, at office in Knox County, Tennessee, this 17th day of May, 2007.

T. Gaile Caudle
NOTARY PUBLIC

My Commission Expires: 02-02-11



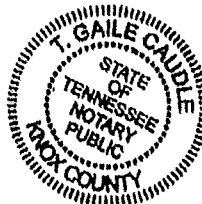
STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, John M. Luttrell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Chief Manager, of Luttrell Development LLC, the within named bargainer, a Tennessee limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Chief Manager.

WITNESS my hand and official seal, at office in Knox County, Tennessee, this 15th day of MAY, 2007.

T. Gaile Caudle
NOTARY PUBLIC

My Commission Expires: 02-02-11



SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

Prepared by:
Myron C. Ely, Attorney
550 West Main Avenue
Suite 725
Knoxville, Tennessee 37902

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF OAKHURST SUBDIVISION**

This Second Amendment to the Declaration of Covenants and Restrictions of OAKHURST Subdivision is hereby made this 10th day of September 2009.

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions of OAKHURST Subdivision "Declaration" is of record in Instrument Number 200704090082052, in the Register's Office for Knox County, Tennessee, and

WHEREAS, the "Declaration" was amended on the 15th day of May 2007 and said Amendment is of record in Instrument Number 200705180094401, in the Register's Office for Knox County, Tennessee, and

WHEREAS, the signatories to this Amendment represent a select number, but not all of the record title owners of lots in OAKHURST Subdivision, and

WHEREAS, the signatories to this Amendment as record title owners of lots in OAKHURST do here and now make this amendment,


NOW THEREFORE, in consideration of the premises and the benefits to be derived by all present and future owners of an interest in the real property to be described and set forth in this Amendment, the signatories to this Amendment do hereby further amend the Covenants and Restrictions of OAKHURST Subdivision so as to provide for the creation and establishment of OAKHURST Villas Homeowners Association, Inc., as follows:

**ARTICLE I
DEFINITIONS**

Section 1.

The following words when used in this Amended Declaration or any further Amendments to the Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the OAKHURST Villas Homeowners Association, Inc.


Knox County Page: 1 of 41
REC'D FOR REC 09/14/2009 2:46:31PM
RECORD FEE: \$207.00
H. TAX: \$0.00 T. TAX: \$0.00
200909140019450

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any further Amended Declaration under the provisions of this Declaration.

(c) "Common Properties" shall mean and refer to those areas of land which Developer proposes to convey and transfer to the Association for the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I hereof.

(h) "Director" shall mean and refer to a Director of or Member of the Board of Directors of OAKHURST Villas Homeowners Association, Inc..

(i) "Board of Directors" shall mean and refer to the Board of Directors of OAKHURST Villas Homeowners Association, Inc. The eligibility and term of each Board Member shall be determined by the By-Laws of the Association.

ARTICLE II

PROPERTY SUBJECT OF THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Knox County, Tennessee, and is more particularly described and set forth on Exhibit "A" hereto attached and incorporated herein by specific reference thereto.

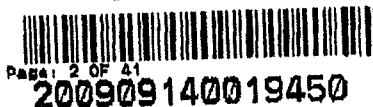
ARTICLE III

MEMBERSHIP, BOARD OF DIRECTORS, AND

VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP.

Every person or entity who is the Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who



holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the Owner of a fee or undivided fee interest in a Lot and expires upon the transfer or release of said ownership interest. The Charter establishing the Homeowners Association is attached hereto as Exhibit "B" and the By-Laws governing the association are attached hereto as Exhibit "C".

SECTION 2. VOTING RIGHTS.

The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for Membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determines, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. Class B Member shall be the Developer, his heirs, personal representative and assigns. The Class B Member shall continue to have majority control of the voting rights in the Association so long as said Developer, his heirs, personal representative and assigns, retains an ownership interest in the subdivision subject to these Covenants and Restrictions, but in no event later than September 1, 2015. The Developer transfers his rights as the Developer of OAKHURST Subdivision to the Homeowners Association by the recordation of an Assignment of Developer's interest.

*Assign B
Class B
Myth*

SECTION 3. BOARD OF DIRECTORS.

The Association shall be governed by a Board of Directors to be elected annually by the Membership. Class A Members shall elect two Directors. Class B Member shall elect three Directors. In order to be eligible for election to the Board of Directors, the prospective Board Member or any entity in which said Board Member has an interest must be the Owner of a fee simple interest in a Lot situated within OAKHURST Subdivision.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. MEMBERS' EASEMENTS OF ENJOYMENT.

Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 2. EXTENT OF MEMBERS' EASEMENTS.

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the Individual Members in and to the Common



Properties, including but not limited to, rights to prevent the sale or confiscation of said Common Properties from creditors or lien holders of the Association or the Membership;

(b) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties;

(d) the right of the Association to dedicate or transfer all or any part of the Common Properties or areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by at least three (3) Members of the Board of Directors at a duly constituted board meeting; and

SECTION 3. PARKING RIGHTS.

The Association shall have the absolute authority to determine the manner of parking within the Subdivision and the manner in which vehicles may be parked on any Lot. At such time as the Association obtains authority over the Common Area wherein said parking is situated, it shall have the absolute authority to regulate the maintenance and use of the same.

SECTION 4. PRIVATE ROADS.

The repair and maintenance of all private roads shall be the responsibility of and under the strict supervision and authority of the Homeowners Association. The Developer shall have no such responsibility to maintain the roads.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Developer for each Lot owned by it within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

The Developer at the time of the creation of OAKHURST Villas Homeowners Association, Inc. shall be exempt from the payment of a lot assessment until after the initial sale of the Lot by the Developer. The exemption herein granted to the Developer is granted in consideration for the management of the affairs of the subdivision and expense which were incurred by the Developer prior to the establishment of the OAKHURST Villas Homeowners Association, Inc.

SECTION 2. PURPOSE OF ASSESSMENT.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and beautification of the residences in The Properties and in particular for the improvement and maintenance of properties, service and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties.

MAINTENANCE OF LAWNS:

The Association shall maintain all lawns including without limitation the mowing of lawns, trimming and blowing. The cost of all such services shall be paid by the Owners of the Lots. The maintenance obligations of the Association shall not include the cost of maintaining any landscaped or non-lawn areas of any Lot.

SECTION 3.

The Developer shall have the right to determine and set the annual assessment for the first year from and after the establishment of the Homeowners Association. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expense of the Association for the first year. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided.

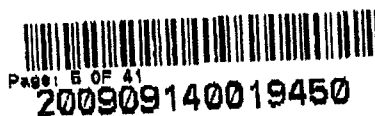
SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized by Section 3 hereof, 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 or reconstruction, unexpected repair, maintenance, or replacement of a described capital improvement upon the Common Properties including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least three (3) Members of the Board of Directors.

SECTION 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

The Association may change the maximum and basis of the assessment fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of at least three (3) Members of the Board of Directors.

SECTION 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.



The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast Fifty One (51%) per cent of all the votes of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. DATE OF COMMENCEMENT OF ASSESSMENTS.

All assessments shall be determined and set by the membership prior to the first day of March each year and shall be due and payable in advance the first day of April, July, October and January, in that order or in such other manner as is determined by the membership.

It shall be the duty of the Board of Directors to notify each owner of any change in the annual assessment or any special assessment and the due date of such assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such Owner.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENT.

THE PERSONAL OBLIGATION OF THE OWNER, THE LIEN, REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with interest thereof, and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind the record title owner, their representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the Court together with the costs of the action to enforce the lien and/or judgment for the assessment.



SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior Owner who was the Owner at the time such assessment accrued.

SECTION 10. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

Subject only to the exemption herein specifically set forth, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

SECTION 11.

It shall be the sole responsibility of the Homeowners Association to regulate and oversee the management of the common areas and related facilities and amenities. Accordingly, it shall be the duty and responsibility of the Homeowners Association in conjunction therewith to develop, promulgate and amend, if necessary, all the rules and regulation pertaining to the aforesaid facilities. It is the intent of this paragraph to insure that these areas be regulated and managed so as to fulfill the needs of all members and to protect the interest of the entire association. Accordingly, the Homeowners Association shall also have the right and authority over the parking, walkways, and related areas, to regulate the use and maintenance of the same in accordance with the rules and regulations of the Association.

SECTION 12.

The Homeowners Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the Common Areas and performing the management of the Homeowners Association.



ARTICLE VI **ENFORCEMENT**

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions of OAKHURST Subdivision, it shall be lawful for the Association or any Owner as defined herein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE VII **EASEMENTS**

Easements and other restrictions in conformity with the recorded plat of OAKHURST Subdivision are expressly reserved for the overall development of the subdivision and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any lot in this subdivision unless prior written permission is granted by the Developer of the Subdivision.

ARTICLE VIII **WAIVER AND MODIFICATION**

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein as to any part of OAKHURST Subdivision, subject to its declaration, then owned by Developer and with the consent of the owner as to any other land in said subdivision, and shall have the further right before a sale to change the size of or locate or relocate any of the lots, parcels, streets or roads shown on any of the plats of OAKHURST Subdivision.

ARTICLE IX **ASSIGNMENT OR TRANSFER**

Any or all of the rights and powers, titles, easements and estates reserved or granted to Developer in this Declaration may be assigned after written notice is given to all Association Members not less than sixty (60) days prior to such assignment. Such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are granted herein to and accepted by the Developer and who shall upon such assignment and transfer be thereafter permanently release therefrom.

IN WITNESS WHEREOF, the undersigned record title owners of the lots set forth below have executed this instrument for the purpose of amending the Covenants and Restrictions of OAKHURST Subdivision as the same pertains to their respective lot or lots, the day and year first above written.


Page: 8 of 41
200909140019450

APPROVAL OF SECOND AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF OAKHURST SUBDIVISION.

Lot 47R

Leonard Property Management, LLC

By: J. Frank Leonard, Chief Manager

9/10/09
Date

Lot 48R

Leonard Property Management, LLC

By: J. Frank Leonard, Chief Manager

9/10/09
Date

STATE OF TENNESSEE
COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared J. FRANK LEONARD 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 Chief Manager of LEONARD PROPERTY MANAGEMENT, LLC, a Limited Liability Company, the within named bargainer, and that he as such Chief Manager being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Chief Manager.

Witness my hand and official seal this 10th day of September 2009.

My Commission expires: 7/2/2012

Theresa
Notary Public



Lot 49R

AJL Properties, LLC

By: Adam T. Luttrell, Chief Manager

9/10/09
Date

Lot 50R

AJL Properties, LLC

By: Adam T. Luttrell, Chief Manager

9/10/09
Date

Lot 51R

AJL Properties, LLC

By: Adam T. Luttrell, Chief Manager

9/10/09
Date

Lot 52R

AJL Properties, LLC

By: Adam T. Luttrell, Chief Manager

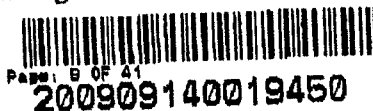
9/10/09
Date

Lot 53R

AJL Properties, LLC

By: Adam T. Luttrell, Chief Manager

9/10/09
Date



Lot 54R

AJL Properties, LLC

By: Adam T. Luttrell
Adam T. Luttrell, Chief Manager

9/10/09

Date

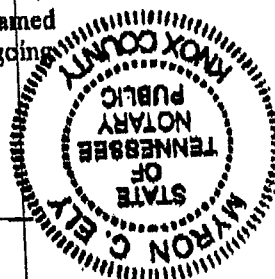
STATE OF TENNESSEE
COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared **ADAM T. LUTTRELL** 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 Chief Manager of **AJL PROPERTIES, LLC**, a Limited Liability Company, the within named bargainor, and that he as such Chief Manager being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Chief Manager.

Witness my hand and official seal this 10th day of September 2009.

My Commission expires: 7/2/2012

Myron C. Ely
Notary Public



Lot 55R

Leonard Property Management, LLC

By: J. Frank Leonard
J. Frank Leonard, Chief Manager

9/10/09

Date

Lot 56R

Leonard Property Management, LLC

By: J. Frank Leonard
J. Frank Leonard, Chief Manager

9/10/09

Date

Lot 57R

Leonard Property Management, LLC

By: J. Frank Leonard
J. Frank Leonard, Chief Manager

9/10/09

Date

Lot 58R

Leonard Property Management, LLC

By: J. Frank Leonard
J. Frank Leonard, Chief Manager

9/10/09

Date

STATE OF TENNESSEE
COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared **J. FRANK LEONARD** 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 Chief Manager of **LEONARD PROPERTY MANAGEMENT, LLC**, a Limited Liability Company, the within named bargainor, and that he as such Chief Manager being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Chief Manager.

Witness my hand and official seal this 10th day of September 2009.

My Commission expires: 7/2/2012

Myron C. Ely
Notary Public



Lot 59R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 60R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 61R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 62R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 63R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 64R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 65R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 66R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 67R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 68R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9.10.09

Lot 69R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 70R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 71R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 72R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 73R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 74R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 75R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 76R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 77R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09

Lot 78R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date

9.10.09



STATE OF TENNESSEE

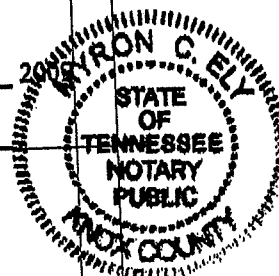
COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared John M. Luttrell 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 Chief Manager of LUTTRELL DEVELOPMENT, LLC, a Limited Liability Company, the within named bargainor, and that he as such Chief Manager being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Chief Manager.

Witness my hand and official seal this 10 day of September 2009

My Commission expires: 7/2/2012

Notary Public



Lot 79R

Kathryn Clabough

Charles Clabough

Date

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me the undersigned Notary Public in and for said County and State, KATHRYN CLABOUGH AND HUSBAND CHARLES CLABOUGH, the within named bargainors with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this _____ day of _____ 2009.

Notary Public

My Commission expires: _____

Lot 80R

Luttrell Shadwell, LLC

By: [Signature]
Title: Chief Manager

Date

9.10.09

Lot 81R

Luttrell Shadwell, LLC

By: [Signature]
Title: Chief Manager

Date

9.10.09



STATE OF TENNESSEE

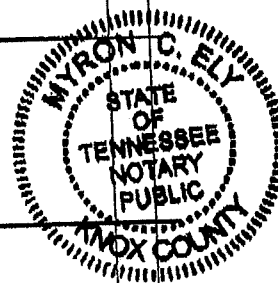
COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared John M. Lantrell 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 Chief Manager of LUTTRELL SHADWELL, LLC, a Limited Liability Company, the within named bargainor, and that he as such Chief Manager being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Chief Manager.

Witness my hand and official seal this 10 day of September 2009.

My Commission expires: 7/2/2012

Myron C. Ely
Notary Public



Lot 82R

Patty Diane Humphrey

Date

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me the undersigned Notary Public in and for said County and State, **PATTY DIANE HUMPHREY**, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this _____ day of _____ 2009.

Notary Public

My Commission expires: _____

Lot 83R

Becky S. Mayes

Darrell D. Mayes

Date



STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me the undersigned Notary Public in and for said County and State, **BECKY S. MAYES AND HUSBAND DARRELL D. MAYES**, the within named bargainors with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this _____ day of _____ 2009

Notary Public

My Commission expires: _____

Lot 84R
Luttrell Shadwell, LLC
By: 
Title: Chief Manager

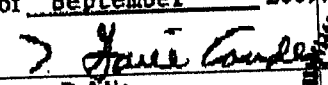
9-11-07
Date

STATE OF TENNESSEE
COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared John M. Luttrell 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 Chief Manager of LUTTRELL SHADWELL, LLC, a Limited Liability Company, the within named bargainor, and that he as such Chief Manager being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Chief Manager.

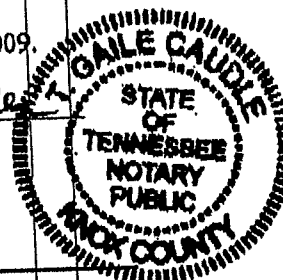
Witness my hand and official seal this 11th day of September 2009.

My Commission expires: 02-02-11


Notary Public

Lot 85R
Luttrell Development, LLC
By: 
Title: Chief Manager

9-11-09
Date



Lot 86R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 87R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 88R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 89R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 90R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 91R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 92R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 93R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 94R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date

Lot 95R:
Luttrell Development, LLC
By: [Signature]
Title: Chief Manager

9-10-09
Date



Lot 96R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9-10-09

Lot 97R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9-10-09

Lot 98R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9-10-09

Lot 99R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9-10-09

Lot 100R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9-10-09

Lot 101R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9-10-09

Lot 102R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9-10-09

Lot 103R

Luttrell Development, LLC

By: 

Title: Chief Manager

Date 9-10-09

STATE OF TENNESSEE

COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared John M. Luttrell 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 Chief Manager of LUTTRELL DEVELOPMENT, LLC, a Limited Liability Company, the within named bargainor, and that he as such Chief Manager being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as Chief Manager.

Witness my hand and official seal this 10th day of September 2009.

My Commission expires: 7/2/2012

Myron C. Ely
Notary Public

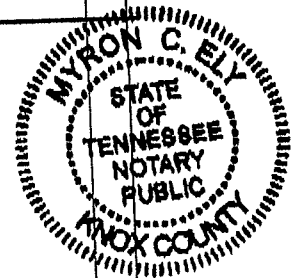


EXHIBIT "A"
DESCRIPTION


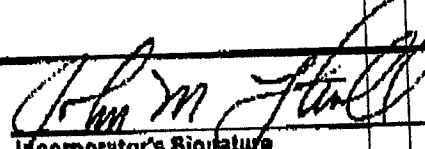
SITUATE in the Eighth Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, being known and designated as all of Lots 47R through 103R, Oakhurst Subdivision, as shown on the map of the same of record in Instrument Number 200703190075870, in the Register's Office for Knox County, Tennessee, said property being bounded and described as shown on map of aforesaid addition to which map reference is made for a more particular description.



AUG-24-2009 14:32 From:LUTTRELL DEVELOPMENT 8655394661

To:5469012

P.2/9

State of Tennessee 	EXHIBIT "B"	FILED RECEIVED FEB 21 AM 9:53 SECRETARY OF STATE
Department of State Corporate Filings 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, TN 37243	CHARTER (Nonprofit Corporation)	
The undersigned acting as incorporator(s) of a nonprofit corporation under the Tennessee Nonprofit Corporation Act adopts the following Articles of Incorporation.		
1. The name of the corporation is: <u>OAKHURST VILLAS HOMEOWNERS ASSOCIATION</u>		
2. Please complete all of the following sentences by checking one of the two boxes in each sentence. This corporation is a <input type="checkbox"/> public benefit corporation / <input checked="" type="checkbox"/> mutual benefit corporation. This corporation is <input type="checkbox"/> a religious corporation / <input checked="" type="checkbox"/> not a religious corporation. This corporation will <input checked="" type="checkbox"/> have members / <input type="checkbox"/> not have members.		
3. The name and complete address of the corporation's initial registered agent and office in Tennessee is: <u>JOHN M. LUTTRELL</u> <u>7529 NORTHSHORE DRIVE</u> <u>KNOXVILLE</u> <u>TN 37919</u> <u>KNOX</u> Name Street Address City State Zip Code County		
4. List the name and complete address of each incorporator: <u>JOHN M. LUTTRELL</u> (Include Street Address, City, State, and Zip Code) <u>J. FRANK LEONARD</u> (Include Street Address, City, State, and Zip Code) <u>ADAM T. LUTTRELL</u> (Include Street Address, City, State, and Zip Code)		
5. The complete address of the corporation's principal office is: <u>7529 NORTHSHORE DRIVE</u> <u>KNOXVILLE</u> <u>TENNESSEE</u> <u>37919</u> Street Address City State/County Zip Code		
6. The corporation is not for profit.		
7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are: Date _____, Time _____ (Not to exceed 90 days.)		
8. Insert here the provisions regarding the distribution of assets upon dissolution: <u>SEE ATTACHED CHARTER</u>		
9. Other provisions:		
<u>2-18-2008</u> Signature Date		
 Incorporator's Signature <u>JOHN M. LUTTRELL</u> Incorporator's Name (typed or printed)		
88-4418 (Rev. 9/04)	Filing Fee: \$100	RDA1678

 Page: 20 OF 41
 200909140019450

EXHIBIT "B"

CHARTER OF
OAKHURST VILLAS HOMEOWNERS ASSOCIATION, INC.

The undersigned person a lawful citizen of the United States of America having the capacity to contract and acting as the incorporator of a nonprofit corporation under the Tennessee Nonprofit Corporation Act adopts the following charter provisions:

1. The name of the corporation is OAKHURST VILLAS HOMEOWNERS ASSOCIATION, INC.
2. The duration of the corporation is perpetual.
3. The name of the corporation's initial registered agent is John M. Luttrell. The street address of the corporation's initial registered office is 7529 Northshore Drive, Knoxville, Tennessee 37919, which office is located in Knox County.
4. The names and address of the incorporators are John M. Luttrell, J. Frank Laxmard and Adam T. Luttrell, 7529 Northshore Drive, Knoxville, Tennessee 37919.
5. The street address of the principal office of the corporation is 7529 Northshore Drive, Knoxville, Tennessee 37919.
6. The corporation is a nonprofit corporation. The corporation is a mutual benefit corporation.
7. The corporation will have Class A and Class B members. Every person or entity who is the owner of a fee or undivided fee interest in any lot or lots in the residential development known as Oakhurst Villas located in Powell, Knox County, Tennessee (the "Subdivision"), shall be a member of the corporation, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a lot in the Subdivision and shall expire upon the transfer, release or other conveyance of said ownership interest, other than a conveyance for security purposes. Membership is appurtenant to, and inseparable from, ownership of a lot.
8. The corporation is formed to provide for the maintenance, preservation and architectural control of the lots and common area which are a part of the Subdivision. The corporation shall have all powers now or hereafter granted by the Tennessee Nonprofit Corporation Act, including without limitation all powers set forth in T.C.A. 48-13-102, as it now exists or as hereafter amended.

6220.1967

In addition to the foregoing purposes, the corporation shall also promote the health, safety and welfare of the residents within the above described property and any additions thereto, and for all the purposes set forth herein shall have the power to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Declaration of Covenants and Restrictions of Oakhurst Subdivision (hereinafter the "Declaration") are to be recorded in the Register's Office for Knox County, Tennessee, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth verbatim;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including licenses, taxes or governmental charges levied or imposed against the property of the corporation;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (d) borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the common area held by the corporation to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members;
- (f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

9. The affairs of the corporation shall be managed by a Board of not less than three (3) nor more than five (5) directors, who need not be Members of the corporation. The number of directors shall be established by the corporation within those limits. The number of directors may be changed by amendment of the by-laws of the corporation as provided therein. The initial Board of Directors shall serve until the first annual meeting of the membership or until their successors are elected, whichever is later. The names of the persons who are to act in the capacity of directors of the corporation until the election of their successors are

JOHN M. LUTTRELL
J. FRANK LEONARD
ADAM T. LUTTRELL

Page: 22 OF 41
200909140019450

10. The corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the

6220.1983

corporation, other than incident to a merger or consolidation, the assets of the corporation shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes similar to those for which this corporation was created.

11. No director shall have personal liability to the corporation or its Members for monetary damages for breach of his fiduciary duty as a director and any such personal liability is hereby eliminated; provided, however, that the personal liability of a director is not eliminated or limited:

(a) for any breach of the director's duty of loyalty to the corporation or its Members;

(b) for acts or omissions not in good faith or which involve intentional misconducts or a knowing violation of the law; or

(c) under T.C.A. 48-18-304.

12. The corporation shall hold harmless and indemnify officers and directors, whether or not then in office, and their respective executors, administrators, and heirs from and against any and all claims, demands, expenses (including attorney's fees), judgments, fines, amounts paid in settlement, and any other costs with respect to such person's previous, present or future service as an officer or director of the corporation to the maximum extent permitted by law.

13. The corporation shall pay for or reimburse all reasonable expenses incurred by an officer or director of the corporation in advance of the final disposition of the proceeding to the maximum extent permitted by law.

This the 20th day of February, 2008.

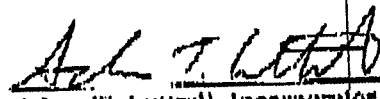

Adam T. Luttrell, Incorporator

EXHIBIT "B"**ACTIONS TAKEN BY WRITTEN CONSENT OF THE
INCORPORATORS OF OAKHURST VILLAS HOMEOWNERS
ASSOCIATION, INC.**

March 4, 2008

In lieu of a meeting of the Oakhurst Villas Homeowners Association, Inc. (OVHOA), a Tennessee nonprofit corporation, and to complete the organization of the OVHOA, the Incorporators hereby unanimously consent to taking action by written consent without a meeting, and hereby take the following actions:

The following Resolutions are hereby adopted by unanimous vote of the Incorporators:

1. Approval of Actions of the Incorporators.

RESOLVED: That all actions taken by the Incorporators of OVHOA, including the execution and filing of the Charter and Articles of Incorporation of OVHOA and the making and execution of the document entitled "ACTIONS TAKEN BY WRITTEN CONSENT OF THE INCORPORATORS OF OAKHURST VILLAS HOMEOWNERS ASSOCIATION, INC." be, and hereby are, approved and ratified.

2. Authorization for Opening of Bank Account.

RESOLVED: That the President, Secretary or Treasurer of OVHOA is hereby authorized to open an account(s) in the name of OVHOA at any federally insured depository bank in Tennessee and to be signatories on such account(s). The President, Secretary or Treasurer of OVHOA is hereby authorized to execute the standard form(s) resolution of such bank when such account is opened, and the resolution is incorporated herein by reference and shall be placed in the minute book of OVHOA following this instrument.

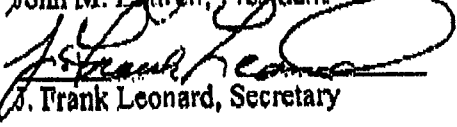
3. Further Authorization for Organization.

RESOLVED: That the President, Secretary or Treasurer of OVHOA (or any of them) be, and hereby are, authorized, empowered and directed to take all necessary or appropriate actions, including the expenditure of funds, in order to complete the organization of the OVHOA.

The undersigned, being all of the Incorporators of OVHOA, by signing this consent, waive notice of the date, time, place and purpose of the first meeting of OVHOA and agree to the transaction of the business hereinabove set forth, by written consent of the Incorporators in lieu of such meeting.

INCORPORATORS:


John M. Luttrell, President


J. Frank Leonard, Secretary


Adam T. Luttrell, Treasurer



Prepared By:
Myron C Ely, Attorney
550 West Main Avenue
Suite 725
Knoxville, TN 37902

EXHIBIT "C"

**BY-LAWS
OF
OAKHURST VILLAS
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1
GENERAL**

Section 1. **The Name:** The name of the Association shall be
OAKHURST VILLAS HOMEOWNERS ASSOCIATION, INC.

Section 2. **The Principal Office:** The principal office of the corporation shall
be at the location, or at such other place as may be subsequently designated by the
Administrative Board.

Section 3. **Definition:** As used herein, the term "Association" shall mean

**ARTICLE II
MEMBERSHIP**

Section 1. **Definition:** Membership in the Association shall be limited to the
Record title owners of lots in OAKHURST Subdivision.

A) **Voting Membership:** The association shall have two classes of voting
membership:

Class A: Class "A" members shall be all owners, with the exception of any
owner classified as a Class "B" member, 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, but there shall be no more than one vote for each lot without regard to the
number of owners of any such unit.

Class B: Class "B" membership shall be comprised solely of the Developer
(as defined in the Covenants and Restrictions as amended for OAKHURST Subdivision)

and shall be entitled to three (3) votes for each lot owned by it. The Class "B" membership shall cease and be converted to Class "A", when applicable, when the Developer, its successors or assigns, has consummated the original sale of all lots in the Subdivision or on September 1, 2015, whichever first occurs.

Section 2. **Transfer of Membership and Ownership:** Membership in the Association may be transferred only by incident to the transfer of the transferor's record title interest and his undivided interest in the common areas and amenities of the Subdivision.

ARTICLE III MEETINGS OF MEMBERS

Section 1. **Place:** All meetings of the Association membership shall be held at the office of the Association or such other place agreed upon by the Association.

Section 2. **Annual Meetings:**

- A) The annual meeting of the members shall be held at said office in each year; provided however, that the first such meeting will not be held until (1) notice by the Grantor or (2) one (1) year from the date of the recording of the Amendment to the Covenants and Restrictions establishing the Homeowners Association.
- B) Regular annual meetings subsequent to the first such meeting shall be held no later than February 15 of each year following the establishment of the Association on.
- C) All annual meetings shall be held at such hour as is determined by the Board of Directors.
- D) At the annual meeting, the members shall elect the new members of the Board and transact such other Business as may properly come before the meeting.
- E) Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote there at such address as appears on the books of the Association, at least ten (10) days but not more than fifty (50) days prior to the meeting. Each member shall notify the Secretary of any address change and the giving of said notice shall be in all



respects sufficient if sent to the address of the member which is then on file with the Secretary.

Section 3. **Membership List:** At least ten (10) but not more than sixty (60) days before every election of the Board of Directors, a complete list of members entitled to vote at said election, arranged numerically by units with residents of each, shall be prepared by the Secretary. Such list shall be produced and kept for ten (10) days prior and throughout the election at the office of the Association and shall be open to examination by any member through such time.

Section 4. **Special Meetings:**

A) Special meetings of the members for any purpose or purposes, unless otherwise described by statute, may be called by the President or by the vote of the Board of Trustees and shall be called at the request of not less than twenty-five percent (25%) of the members entitled to vote at the meeting.

Such request shall state the purpose or purposes of the proposed meeting.

B) Written notice of special meeting of members stating the time, place, purpose thereof and the person or persons calling the meeting shall be served upon or mailed to each member entitled to vote there at such address as appears on the books of the Association, said notice to be given at least ten (10) days but not more than sixty (60) days before such meeting.

C) Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

Section 5. **Quorum:** Over fifty percent (50%) of the total number of members of the Association present in person or represented by written proxy shall be requisite and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote, present in person or represented by written proxy, shall have power to



adjourn the meeting from time to time, without written notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. If adjournment extends past 30 days, notice of the date on which the adjourned meeting is to reconvene shall be given as here provided for regular meetings.

Section 6. **Vote Required To Transact Business:** When a quorum is present at any meeting, a majority of the votes cast in person or represented by written proxy filed with the Secretary in advance of the meeting shall decide any question brought before the meeting, unless the question is one upon which, by express provision on the Master Deed or these By-Laws a different vote is required, in which case such express provisions shall govern and control the decision of such questions.

Section 7. **Right To Vote:** Each owner shall be entitled to a vote as set forth in the Articles of Incorporation of the Homeowners Association. At any meeting of the members, each member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one person or entity owns a unit, the vote shall be divided among them according to their ownership of the unit, except in the case of husband and wife, which shall be considered one person.

Section 8. **Waiver And Consent:** Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, the Covenants and Restrictions or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

Section 9. **Order Of Business:** The order of business at annual member's meetings will be:

- a) Roll call and certifying of proxies
- b) Proof of notice of meeting or waiver of notice
- c) Reading of minutes of prior meeting
- d) Officers' reports
- e) Committee reports
- f) Appointment by Chairman of Inspection of Election
- g) Elections of Directors and Officers
- h) Unfinished business
- i) New business
- j) Adjournment

ARTICLE IV ADMINISTRATIVE BOARD

(Referred to as Board of Administration in the Act)

Section 1. Number And Term: The number of Board Members which shall constitute the whole Administrative Board (The "Board") shall be five (5). Until succeeded by Board Members elected at the first annual meeting of members, Board Members need not be members. Within the limits above specified, the number of Board Members shall be determined by the members at the annual meeting. The Board Members shall initially be elected to serve staggered terms, one for three years, two for two years and two for one year and they shall serve until their successors shall be elected and shall qualify. Thereafter, each Board Member shall be elected for a term of three years.

Section 2. Vacancy And Replacement: If the office of any Board Member becomes vacant by reason of transfer of ownership, death, resignation, retirement, disqualification, removal from office or otherwise a majority of the remaining Board Members though less than a quorum, at a special meeting of the Board of Members duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.



Section 3. **First Administrative Board:** The first Board shall consist of three (3) officers of the original Developer, two (2) members of the Homeowners Association who shall hold office and exercise all powers of the Board until the first membership meeting; anything herein to the contrary notwithstanding; provided any or all of said Board Members shall be subject to replacement in the event of resignation or death as above provided.

Section 4. **Powers:** The Property and business of the Association shall be managed by the Board which may exercise all powers not specifically prohibited by statute or the Master Deed to which a copy of these By-Laws is attached. The powers of the Board shall specifically include, but not be limited to the following:

- A) To make and collect regular and special assessments and establish the time within which payment of same are due.
- B) To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the owners.
- C) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.
- D) To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.
- E) To insure and keep insured said property in the manner set forth in the Covenants and restrictions and these By-Laws against loss from fire and/or other casualty and the unit owners against public liability and to purchase such other insurance as the Board may deem advisable, including insurance against Board Members' liability.
- F) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from owners for violations of these By-Laws and the terms and conditions of the Covenants and Restrictions.

G) To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.

H) To make appropriate changes in the Rules and Regulations for the occupancy of units as may be deemed necessary. Any such changes shall be approved at the next meeting of the membership by a majority of the votes cast.

I) To acquire, rent and/or lease a condominium unit in the name of the Association or a designee.

J) To carry out the obligations of the Association under any restrictions and/or covenants running with the land submitted to the Condominium ownership of this Association or its members.

K) To designate, as the Board deems appropriate, assigned parking spaces (other than limited common elements) for each unit, visitors, service vehicles and other vehicles.

L) To adopt rules and regulations pursuant to Article IX of the By-Laws.

M) To impose a special assessment against a house and lot by the Board or the breach of any By-Laws contained herein or the breach of any provisions of the Covenants and Restrictions..

N) To propose and adopt an annual budget for the property.

Section 5. **Liability:** The Board Members shall not be liable to the owners for any mistake of judgment or otherwise, except for their own individual negligence, willful misconduct, actual bad faith or gross negligence.

Section 6. **Compensation:** Neither Board Members nor officers shall receive compensation for their services as such unless otherwise directed by the Board.

Section 7. **Meetings:**

A) The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting in which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual

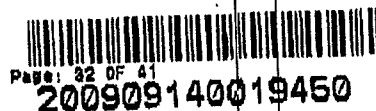
meeting of the Board shall be held at the same place as the general members' meeting and immediately before or after the adjournment of same.

B) Special meetings of the Board shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Board Members may, in writing, waive notice of the calling of the meeting before or after such meeting.

C) A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Board Members then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

Section 9. Order Of Business:

- a) Roll call
- b) Proof of notice of meeting or waiver of notice
- c) Reading of minutes of last meeting
- d) Consideration of communications
- e) Elections of necessary Board Members and officers
- f) Reports of officers and employees
- g) Reports of committees
- h) Unfinished business
- i) Original resolutions and new business
- j) Adoption of budget (when appropriate)
- k) Adjournment



Section 10. Annual Statement: The Board shall present no less often than at the annual meeting a full and clear statement and accounting of the business and condition

of the Association, including a report of the operating expenses of the Association and the assessments paid by each member.

ARTICLE V OFFICERS

Section 1. **Executive Officers:** The executive officers of the Association shall be the President, Secretary, and Vice-President/Treasurer, all of whom shall be elected annually by and from the Board. The same person may not serve simultaneously as the President and Secretary.

Section 2. **Subordinate Officers:** The Board may appoint such other officers and agents from the membership as it may deem necessary who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. **Tenure Of Officers: Removal:** All officers shall be subject to removal with or without cause, at any time by action of the Board. The Board may delegate powers of removal or subordinate officers and agents to any officer.

Section 4. **The President:**

A) The President shall preside at all meetings of the membership and Board of Directors; he/she shall have general and active management of the business of the Association; he/she shall see that all orders and resolutions of the Board are carried into effect; he/she shall execute all bonds, mortgages and other contracts requiring seal, under the Association.

B) He/she shall have general supervision and direction of all other officers of the Association and shall see that their duties are performed properly.

C) He/she shall submit a report of the operations of the Association for the fiscal year to the Board Members whenever called for by them and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the Association may require to be brought to their notice.

D) He/she shall be an ex-officio member of all committees and shall have general powers and duties of supervision and management usually vested in the office of the President of an Association.

Section 5. The Secretary:

A) The Secretary shall keep the minutes of Board meetings in one or more books provided for that purpose.

B) The Secretary shall see that all notices are fully given in accordance with the provisions of these By-Laws or as required by law.

C) He/she shall be custodian of the records.

D) He/she shall keep a register of the post office address of each member which shall be furnished to the Secretary by each member.

E) In general, he/she shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board Members.

Section 6. The Vice-President/Treasurer:

A) The Vice-President/Treasurer shall be vested with all powers and required to perform all the duties of the President in his/her absence and such other duties as may be prescribed by the Board.

B) He/she shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects, in the name of and to the credit of the Association, in such depositories as may be designated by the Board.

C) He/she shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Board Members at the regular meetings of the Board (or whenever they may require it) an account of all his transactions as Treasurer and of the financial condition of the Association. Such records shall be open to inspection by members at reasonable times.



D) He/she may be required to give the Association, at the Association's cost, a bond in a sum and with one or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association in case of his/her death, resignation or removal from office of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

E) He/she shall maintain a register for the names of any mortgage holders or lien holders on units who have requested in writing that they be registered and to whom the Association will give notice of default in case of non-payment of assessments. No responsibility by the Association is assumed with respect to said register except that it will give notice of default to any registered mortgage or lienor therein, if so requested by said mortgage or lienor.

F) With the approval of the Board, he/she shall be authorized to delegate all or part of his/her responsibilities to competent accounting, collection or management personnel, pursuant to written definition of the responsibilities delegated but, in such event, the Treasurer shall retain supervisory responsibilities.

Section 7. **Vacancies:** If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Board Members, by a majority vote of the remaining Board Members provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Board Members falls below four (4), a special members' meeting shall be called for the purpose of filling such vacancies in the Administration Board.

Section 8. **Resignations:** Any Board Member or officer may resign his/her office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the Board Members, unless some time be fixed in the resignation and then from that date. The acceptance of a resignation by the Board shall not be required to make it effective.

ARTICLE VI



NOTICES

Section 1. **Definition:** Whenever under the provisions of the statutes, the Covenants and Restrictions of these By-Laws, notice is required to be given to any Board Member or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the Books of the Association.

Section 2. **Service Of Notice - Waiver:** Whenever any notice is required to be given under the provisions of the statutes, Covenants and Restrictions or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. **Address:** The address for notice of the Association shall be that of the Registered Agent for Service of Process of the Association.

ARTICLE VII FINANCES

Section 1. **Fiscal Year:** The fiscal year shall be the calendar year.

Section 2. **Checks:** All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Vice-President/Treasurer, or by such officer or officers or such other person or persons as the Administrative Board may from time to time designate.

Section 3. **Determination Of Assets:**

A) The Board shall determine from time to time the sum or sums necessary and adequate for the common expenses of the property. As approved by the Board, the budget shall constitute the basis for all Regular Assessments for common expenses against unit owners which assessments shall be due and payable periodically as determined by the Board. Common expenses shall include expenses for operation, maintenance, repair or replacement of the common areas and facilities and the limited common areas and facilities, cost of carrying out the powers and duties of the Association, all insurance



premiums and expenses relating thereto, taxes on the common areas and any other expenses designated as common expenses from time to time by the Administrative Board of the Association.

B) The Board is specifically empowered on behalf of the Association to make and collect assessments and to maintain, repair and replace the common areas and facilities and the limited common areas and facilities of the property. Funds for the payment of common expenses shall be assessed against the lot owners. Assessments shall be payable periodically as determined by the Board. A Reserve Fund shall be established and maintained through the Regular Assessments for common expenses. Said fund shall be for the replacement of improvements to the common elements and those limited common elements the Association is obligated to maintain.

C) Special assessments for budgeted items not adequately funded through the Regular Assessments may be required by the Board and shall be levied and paid in the same manner as hereinbefore provided for Regular Assessments. No other special assessment shall be made by the Board without the approval of a majority vote of the membership, except for the repair of the common area property due to damage and destruction.

D) When the Board has determined the amount of any assessment, the Vice-President/Treasurer of the Association shall mail or present all statements of the assessment to each of the assessed owners. All assessments shall be payable to the Association and, upon request, the Vice-President/Treasurer or his designated agent shall give a receipt for each payment made.

E) All assessments not paid when due shall bear interest at the highest legal rate of interest.

ARTICLE VIII DEFAULT



Section 1. **Enforcement Of Lien For Assessments:** In the event an owner does not pay any sum, charge or assessment required to be paid to the Association by the due date the Association, acting on its own behalf or through its Board, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled in accordance with the Covenants and Restrictions..

Section 2. **Governmental Liens And Assessments:** In the event that an owner fails to pay any tax or assessment lawfully assessed by any governmental subdivision within which the property is situated by the date such tax or assessment is due, the Board may pay the same from the funds of the Association and assess such owner for the amount paid, plus interest thereon. .

Section 3. **Legal Costs:** In the event such legal action is brought against an owner and results in a judgment for the Association, the owner shall pay the Association reasonable attorney fees, costs of collection and court costs.

Section 4. **Other Remedies:** In the event of violation of the provisions of the Covenants and Restrictions as the same are defined in the Master Deed, for ten (10) days after notice from the Association, acting on its own behalf or by and through its Administrative Board, the Association may bring appropriate action to enjoin such violation, may enforce the provisions of said Covenants and Restrictions, and may sue for damages or pursue such other course of action or legal remedy as it or they may deem appropriate.

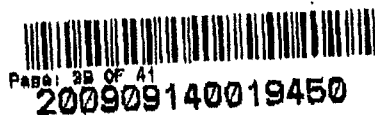
Section 5. **Intent:** Each owner for himself/herself, his/her heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the remedy availability to the other equally adequate legal procedures. It is the intent of all unit owners to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the unit owners and to preserve each unit owner's right to enjoy his unit free from unreasonable restraint and nuisance.

ARTICLE IX RULES AND REGULATIONS

The following rules shall be in full force and effect upon the execution of the Amendment to the Covenants and restrictions and shall remain in full force and effect until further action of the Condominium Homeowners Association, to-wit:

1. No noxious or offensive trade or conduct may be carried on within the confines of any dwelling or the common areas.
2. No offensive, suggestive or obscene materials may be displayed from the exterior or interior areas of a dwelling.
3. No advertisement, artwork or "for sale" signs may be displayed from the interior of a dwelling so as to be visible from the exterior of said dwelling.
4. One "for sale" sign not to exceed three feet in height and three feet in width may be positioned and displayed on the common area situated on the exterior of the dwelling.
5. All window drapes and window treatments visible from the exterior of a dwelling must be and are subject to approval by the OAKHURST Villas Homeowners Association.
6. All parking areas and spaces shall be under the absolute jurisdiction of the OAKHURST Villas Homeowners Association and any changes or modifications of said areas and/or spaces shall be subject to the final approval of the Homeowners Association.
7. All vehicles owned, leased or used by an occupant of a dwelling or guest must be kept or maintained within the interior of the garage or driveway serving a dwelling. No vehicle may be parked, stored or maintained on a street, parking area, or other common area.
8. No repairs may be made to vehicles except temporary repairs for the purpose of enabling the owner of the vehicle to remove said vehicle from the Subdivision.
9. No vehicle may be driven within the confines of the Subdivision in excess of 20 miles per hour.
10. No antenna, satellite dish or other type of communication device or apparatus shall be attached or affixed to the front exterior of a dwelling.

Nothing contained in the aforesaid rules and regulations shall limit or preclude the Homeowners Association from altering, amending existing rules or regulations or from enacting additional rules and regulations.




ARTICLE X INDEMNIFICATION

The Association may indemnify any person made a party to an action by or in the right of the Association to procure a judgment in its favor by reason of his/her being or having been a Board Member or officer of the Association against the reasonable expenses, including attorney fees, actually and necessarily incurred by him/her in connection with an appeal therein, except in relation to such matters as to which such Board Member or officer is judged to have been guilty of gross negligence or willful misconduct in the performance of his/her duty to the Association.

ARTICLE XI AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the members provided (i) that the notice of the meeting shall contain a full statement of the proposed amendment; and (ii) that the quorum requirement for such purposes shall be a majority of all of the then-outstanding votes in person or by proxy. In addition it shall be necessary that there be an affirmative vote of owners representing sixty-seven percent (67%) of the total outstanding votes.

No amendment to these By-Laws shall be passed which would operate to impair or prejudice the right or liability of any mortgagee nor shall any amendment be passed in violation of any provision in the Act:


Page: 40 of 41
200909140019450

ARTICLE XII CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

Attested to this 11 day of SEPTEMBER, 2009.

**OAKHURST VILLAS HOMEOWNERS
ASSOCIATION, INC.**

By: [Signature]

Title: PRESIDENT

STATE OF TENNESSEE

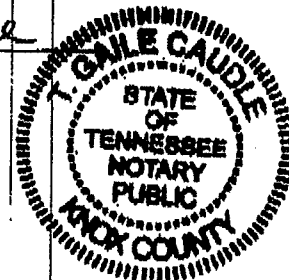
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared John M. Luttrell, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the President of **OAKHURST VILLAS HOMEOWNERS ASSOCIATION, INC.**, the within 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 the name of the corporation by himself as President.

Witness my hand and seal at office, in Knox County, this 11th day of September, 2009.

[Signature]
Notary Public

My Commission Expires: 02-02-11




Page: 41 OF 41
200909140019450

INSTRUMENT PREPARED BY:
Wagner, Myers & Sanger, P.C.
800 S. Gay Street, Suite 1801
Knoxville, Tennessee 37929

"Maximum principal indebtedness
for Tennessee recording tax
purpose is \$ _____"

Sherry Will
Register of Deeds
Knox County

ASSIGNMENT

This Assignment is entered into as of the 15th day of FEBRUARY, 2013, by and between **John M. Luttrell**, on behalf of himself and his heirs, personal representatives, assigns and affiliated entities, including without limitation Luttrell Development, LLC (collectively, "Luttrell"), and **Primos Land Company, LLC**, a Tennessee limited liability company ("Primos").

KNOW ALL BY THESE PRESENTS, Luttrell hereby transfers and assigns to Primos all rights, powers, titles, easements and estates held by Luttrell as the developer or declarant of Oakhurst Subdivision, as provided in that certain Declaration of Covenants and Restrictions of record in the Knox County Register's Office and Instrument No. 200704090082052, as modified pursuant to Instrument Nos. 200705180094401 and 200909140019450; and

FURTHER, Luttrell hereby transfers and assigns to Primos all rights, powers, titles and interest as Class B Member of the Oakhurst Villas Homeowners Association, Inc., including all voting and director rights thereto; and

FURTHER, Primos hereby accepts such assignments and the rights and powers granted thereunder.

IN WITNESS WHEREOF, Luttrell and Primos have executed this assignment as of the date first above written.

LUTTRELL:


John M. Luttrell

STATE OF TENNESSEE)
COUNTY OF KNOX)


Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, John M. Luttrell, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who executed the foregoing instrument for the purposes therein contained.

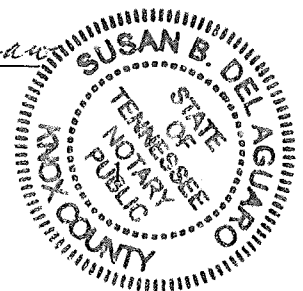
WITNESS my hand and official seal at office this 15th day of February, 2013.

My Commission expires: Sept. 11, 2016


Notary Public

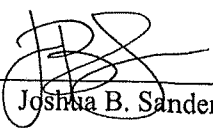
S:\WPFILES\3666\155-Primos\Oakhurst\Assignment.doc


Knox County Page: 1 of 2
REC'D FOR REC 02/25/2013 9:21:12AM
RECORD FEE: \$12.00
M. TAX: \$0.00 T. TAX: \$0.00
201302250055473



PRIMOS:

Primos Land Company, LLC

By: 
Joshua B. Sanderson, its President

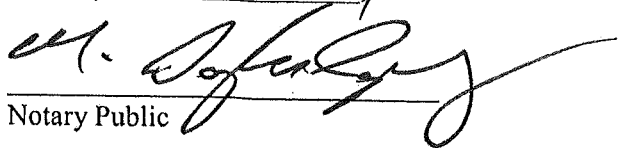
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

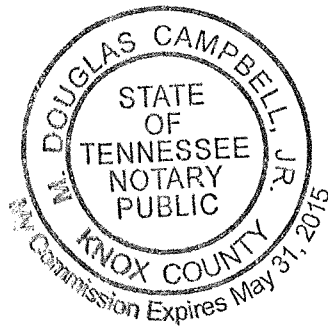
Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, Joshua B. Sanderson, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Primos Land Company, LLC, the within named bargainor, a Tennessee limited liability company, and as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as such President.

WITNESS my hand and official seal at office this 21 day of February, 2013.

My Commission expires:

5/31/15


Notary Public



Page: 2 OF 2

201302250055473