

THIS INSTRUMENT WAS PREPARED BY
W. Parker Wright & Co. Knoxville, Tenn.
ATTORNEYS

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

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THIS DECLARATION, made on the date hereinafter set forth by Burl Lance Builders, Inc., North Carolina corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Burl Lance Builders, Inc. is the owner of certain property in the County of Knox, State of Tennessee, which is more particularly described as:

All that certain parcel of land shown on the plat entitled "Phase One Wildwood Gardens," which appears of record in the Office of the Register of Deeds for Knox County, Tennessee, in Map Book 82-S, page 27, which is herein incorporated by reference.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Wildwood Gardens Owners Association, Inc., its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property, together with all improvements thereon, maintained by the Association for the common use and enjoyment of the Owners. The Common Area to be maintained by the Association at the time of the conveyance of the first lot is described as follows:

All that land as shown and described on the plat entitled "Phase One, Wildwood Gardens" which appears of record in the Register of Deeds for Knox County, Tennessee, in Map Book 82-S, page 27. Saving and excepting that land lying within an area the perimeter of which is at all points five feet outside and distant from the exterior of any single family residence presently erected or to be erected on said land, including garages, porches, and steps.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to Burl Lane Builders and Realty, Inc. and/or J. Burl Lance and wife, Rhea J. Lance, their successors and assigns, if such successors or assign should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon which regulations may further restrict the use of the Common Area.

SEE WB 2068-PG 995 AGREEMENT
"Amendment"
See W.D. 1854 Pg 600
W.B. 2014-1216 Amendment

See WB 2106 Pg. 230 - Affidavit

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Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant. Class A Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be Members. The vote or votes for such lot shall be exercised as they among themselves determine; but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership from each recorded section of the property subject to the jurisdiction of the Association shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership from a recorded section of said property equal the total votes outstanding in the Class B membership, or

(b) upon a date determined by the Class B membership.

With the recording of new sections of Wildwood Gardens and the annexation of additional lands subject to the jurisdiction of the Association, new Class A and Class B memberships shall be created.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the exterior maintenance of the dwellings situated upon the Lots and the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, and replacements, the costs of labor, equipment, materials, management and supervision, the payment of charges for common television antenna service to the Lots, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be _____ per lot.



(a) The maximum annual assessment for the calendar year immediately following the conveyance of the first lot to an Owner and for each calendar year thereafter shall be established by the Board of Directors and may be increased by the Board of Directors without approval by the membership by an amount not to exceed five percent (5%) of the maximum annual assessment of the previous year.

(b) The maximum annual assessment for the calendar year immediately following the conveyance of the first lot to an Owner and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 6 of this Article.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Annual Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots within the same class and may be collected on a monthly basis; provided, however, each lot owned by the Declarant shall be assessed for both annual and/or special assessments at one-fourth (1/4) or twenty-five (25) percent of the assessment for lots owned by Class A members, but such twenty-five percent (25%) assessment ratio for a particular lot owned by the Declarant shall terminate immediately upon the transfer of said Lot from the Declarant to a Class A member; and thereafter, the full one hundred percent (100%) assessment for such lot shall apply.

Section 7. Date and Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall be collected on a monthly basis and shall commence as to all lots on the first day of the month following the conveyance of the Common Area of the recorded plat in which such Lot is located. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of annual assessment against each lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and the Board of Directors shall have the authority to require the assessments to be paid in pro-rata monthly installments. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.



Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deeds of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which becomes due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or first deed of trust.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or change or alteration thereon be made, nor except within an area the perimeter of which is at all points five feet outside and distant from the exterior of any single family residence including garages, porches and steps, shall any trees, shrubs, or grass be planted or any landscaping commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Provided that nothing herein contained shall be construed to permit interference with the development of the Properties by the Declarant so long as said development follows the general plan of development of the Properties previously approved by the FHA.

ARTICLE VI
EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessments hereunder, as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot to all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invites, the cost of such maintenance, replacement or repairs, shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE VII
USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height. Any building erected, altered, placed or permitted to remain on any lot shall be subject to the provisions of Article V of this Declaration of Covenants, Conditions, and Restrictions relating to architectural control.

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



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Section 3. Animals. No animals, livestock or poultry of any kind shall be kept or maintained of any lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

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

ARTICLE VIII EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved to the Developer. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declarants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Annexation.

(a) Except and otherwise provided in subparagraph (b) of this Section 4, annexation of additional property shall require the consent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

(b) If within ten (10) years of the date of incorporation of this Association, the Declarant shall develop additional lands such additional lands may be annexed to said Properties without the assent of the Class A members. The Declarant shall have the authority to determine the number of acres to be annexed, the size and number of lots, types and sizes of dwellings erected thereon and other matters incident to the development of such additional land.



IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized officers, this 5th day of June, 1985.

ATTEST:

Walter C. Holdrege
Asst. Secretary

BURL LANCE BUILDERS, INC.

by: [Signature]

J. Burl Lance
J. Burl Lance

Rhea J. Lance
Rhea J. Lance

Rickie Jerry Lance
Rickie Jerry Lance

Lee Ann Lance
Lee Ann Lance

Dott Baker
Dott Baker



STATE OF North Carolina
COUNTY OF Madison

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Walter C. Holdrege, 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 Secretary of BURL LANCE BUILDERS, INC., the within named bargainer, and that he as such Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

Witness my hand and official seal at office in Knox County, this 5th day of June 1985.

W. P. Akhbar
Notary Public

My Commission Expires: 7-11-89



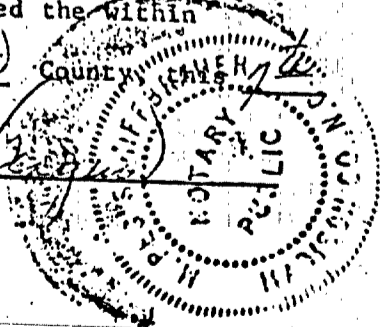
STATE OF North Carolina
COUNTY OF Madison

Personally appeared before me, the undersigned, a Notary Public in and for said County and State J. BURL LANCE and wife, RHEA J. LANCE, the within named bargainer 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 at office in Madison County, this 5th day of June, 1985.

W. P. Akhbar
Notary Public

My Commission Expires: 7-11-89



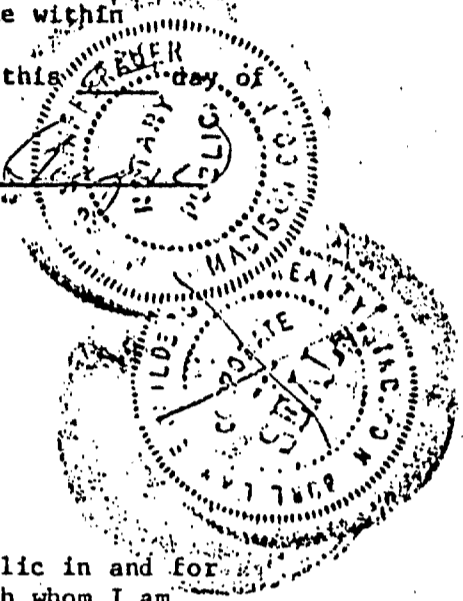
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STATE OF North Carolina
COUNTY OF Macon

Personally appeared before me, the undersigned, a Notary Public in and for said County and State RICKIE JERRY LANCE and wife, LEE ANN LANCE, the within named bargainer 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 at office in Knox County, this 24th day of June, 1985.

[Signature]
Notary Public



My Commission Expires:

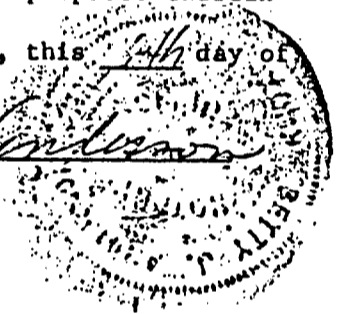
7-11-89

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned, a Notary Public in and for said County and State DOTT BAKER, the within named bargainer 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 at office in Knox County, this 4th day of June, 1985.

[Signature]
Notary Public



My Commission Expires:

1-19-87



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Prepared by:
W. PARKER WRIGHT, JR., Attorney
813 Market Street
Knoxville, TN 37902

INSTRUMENT NO. 31239

AMENDMENT TO RESTRICTIONS

THIS declaration made and entered into this 16th day of July 1985, by and between the parties hereto being all of the owners of property located in Phase I Wildwood Gardens, Map Book 82-S, page 27, in the Register's Office for Knox County, Tennessee.

WHEREAS, the parties hereto have entered into restrictions set forth in Deed Book 1852, page 348, in the Register's Office for Knox County, Tennessee, and said parties desire to amend those restrictions; said restrictions are hereby amended as follows: *600
*600
*600
*600
*000

1. Article III, Section 2, Class B shall be changed as follows: The word "three (3)" shall be changed to read "four (4)." All other provisions of this article shall remain unchanged. A

2. Article VI shall be deleted in its entirety and in its place said article shall read as follows: In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessments hereunder, as follows: trees, shrubs, grass, except the 5 foot perimeter referred to in Article V. Such exterior maintenance shall not include glass surfaces. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article. 4361E
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In the event that the need for maintenance, repair, or replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance, replacement or repairs, shall be added to and become a part of the assessment to which such lot is subject.

3. Article VII, Section 3 shall be deleted in its entirety and in its place said article shall read as follows: Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any lot or in any dwelling except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. Owners of any permitted animals shall keep such animal exclusively upon his premises; provided, however, that such animal may be off such premises if it be under the control of a competent person and restrained by a chain or lease or is sufficiently near the owner or handler to be under his direct restraining control. All animal excrement shall be removed immediately by the owner or handler.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized officers, this 16th day of July 1985.

ATTEST:

BURL LANCE BUILDERS, INC.

Rickie Jerry Lance
HSS. SKE.

by Burl Lance
Burl Lance



J. Burl Lance
J. Burl Lance

Rhea J. Lance
Rhea J. Lance

Rickie Jerry Lance
Rickie Jerry Lance

Lee Ann Lance
Lee Ann Lance

Dott Baker
Dott Baker

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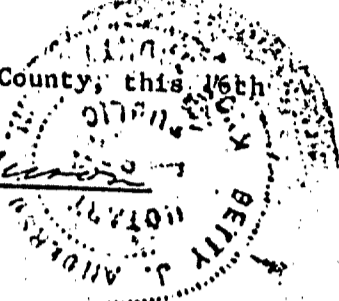
W.B. 2014-1216 Amendment
SEE WB 2068 - PG 995 AGREEMENT

STATE OF Tennessee
COUNTY OF Knox

Personally appeared before me, the undersigned, a Notary Public in and for said County and State J. BURL LANCE and wife, RHEA J. LANCE, 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 our hands and official seals at office in Knox County, this 16th day of July, 1985.

Betty J. Anderson
Notary Public



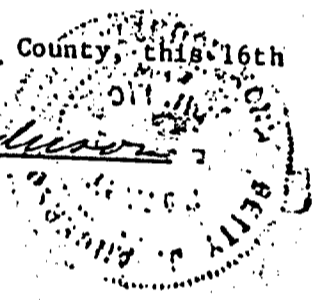
My Commission Expires:
1-19-87

STATE OF Tennessee
COUNTY OF Knox

Personally appeared before me, the undersigned, a Notary Public in and for said County and State RICKIE JERRY LANCE and wife, LEE ANN LANCE, 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 our hands and official seals at office in Knox County, this 16th day of July, 1985.

Betty J. Anderson
Notary Public



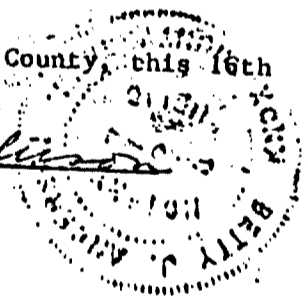
My Commission Expires:
1-19-87

STATE OF Tennessee
COUNTY OF Knox

Personally appeared before me, the undersigned, a Notary Public in and for said County and State DOTT BAKER, 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 our hands and official seals at office in Knox County, this 16th day of July, 1985.

Betty J. Anderson
Notary Public



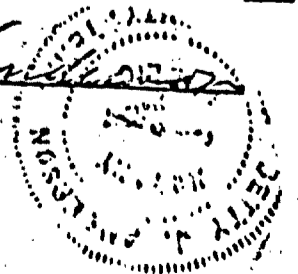
My Commission Expires:
1-19-87

STATE OF Tennessee
COUNTY OF Knox

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Burl Lance, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of BURL LANCE BUILDERS, INC., the within named bargainor, and that he as such officer 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 official seal at office in Knox County, this 16 day of July 1985.

Betty J. Anderson
Notary Public



My Commission Expires:
1-19-87

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