

INSTRUMENT NO. 042634

This Instrument Prepared By:
Joseph H. Huie, Attorney
CROLEY, DAVIDSON, & HUIE
2210 Plaza Tower
Knoxville, TN 37929

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS 01* *800
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THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS, made this 27th day of July, 1988, by GLORIA GOODMAN IMPORTS, INC., a Florida corporation, hereinafter referred to as Developer. 49202

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WITNESSETH:

WHEREAS, Developer is the developer of a subdivision located in District No. Six (6) of Knox County, Tennessee, known as Sedgefield; and

WHEREAS, Developer placed of record in Deed Book 1926, page 314, in the Knox County Register's Office, a Declaration of Covenants and Restrictions for said subdivision, and amended said Declaration by instrument recorded in Warranty Book 1927, page 642, (the "Declaration as amended"); and

WHEREAS, Developer desires to amend certain provisions of the Declaration as amended.

NOW, THEREFORE, Developer hereby amends and modifies said Declaration as amended as follows:

- (1) Article 4, Section 2, is hereby amended to read as follows:

Title to common properties. The Developer has heretofore conveyed the legal title to the common property to the Association.

- (2) Article 3, Section 2, Voting Rights, is amended to delete the second paragraph and substitute therefore the following:

Class B. Class B members shall be the Developer. Class B member shall be entitled to three votes for each lot which it holds the interest required for membership by Section 1 provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding of the Class A membership equals the total votes outstanding of the Class B membership, or on September 20, 1992, which ever shall first occur, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

- (3) Article 5, Section 3, is hereby amended to read as follows:

Section 3 - Basis and maximum of monthly assessment. The monthly assessment shall be \$10.00 per lot. From

COUNTERSIGNED

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and after July 1, 1988, the monthly assessment may be increased by vote of the members as hereinafter provided.

EXCEPT AS HEREIN MODIFIED, said Restrictions remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to executed by its duly authorized officer on the day and year first above written.

GLORIA GOODMAN IMPORTS, INC.

BY: [Signature]

TITLE: VICE-PRESIDENT

STATE OF FLORIDA)
)SS
COUNTY OF SEMINOLE)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared BARRY S. GOODMAN, 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 Vice President of GLORIA GOODMAN IMPORTS, INC., the within named bargainor, a corporation, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal at office in SEMINOLE County, this 27th day of July, 1988.

[Signature]
Notary Public

Notary Public State of Florida at Large
My Commission expires Jan. 23, 1989

My Commission Expires: _____

