

State of Tennessee



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Department of State

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Certificate

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

SEDGEFIELD HOMEOWNERS ASSOCIATION, INC.

was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.

Therefore, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on August 25th, 19 87.



Hentry Crowell
Secretary of State
Dutch Coakley

FILED
SECRETARY OF STATE

CHARTER

1987 AUG 25 AM 11:37

OF

SEDFIELD HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person or persons, having capacity to contract and acting as the incorporator or incorporators of a corporation under the Tennessee General Corporation Act, adopt the following charter for such corporation:

- (1) The name of the corporation is SEDGFIELD HOMEOWNERS ASSOCIATION, INC.
- (2) The duration of the corporation is perpetual.
- (3) The address of the principal office of the corporation in the State of Tennessee shall be 8705 Unicorn Drive, Knoxville, Knox County, Tennessee 37923.
- (4) The corporation is not for profit.
- (5) The purpose or purposes for which the corporation is organized are:
 - (a) To provide for and maintain the aesthetic development of Sedgfield, a subdivision, and to maintain all common areas within the subdivision including joint permanent easements, and any and all common recreational improvements, including a community swimming pool, tennis courts, picnic area, and pavilion.
 - (b) To engage in any other activities lawful for corporations not for profit.
- (6) This corporation is to have members.
- (7) Members of the corporation shall be lot owners within the subdivision known as Sedgfield Subdivision. Membership in the corporation shall automatically transfer to the subsequent purchasers of any lot in the subdivision. Members shall be entitled to vote as provided in the Declaration of Covenants and Restrictions for Sedgfield Subdivision.

Dated August 21, 1987

Joseph H. Huie

 Joseph H. Huie, Incorporator

No. <u>32</u>	REGISTER'S OFFICE
STATE OF TENNESSEE	
KNOX COUNTY	
Received for record the <u>4th</u> day	
of <u>September</u>	A. D. 19 <u>87</u>
at <u>3:30</u> O'Clock <u>P.</u> M.	Recorded in
Book No. <u>104</u>	Page <u>425</u>
Cabinet No. _____	Slot _____
In Note Book <u>36</u>	Page <u>1502</u>
Fee \$ <u>5.00</u>	
<i>Steve Able</i> , Register	

BOOK 104 PAGE 425

THIS INSTRUMENT WAS PREPARED BY:

JOSEPH H. HUIE
CROLEY, DAVIDSON AND HUIE
2210 PLAZA TOWER
KNOXVILLE, TN. 37929

INSTRUMENT NO. _____
Book _____ Pages _____

INSTRUMENT NO. _____

053060

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF TENNESSEE

COUNTY OF KNOX:

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, made and entered into on this 31st day of August, 1987, by GLORIA GOODMAN IMPORTS, INC., a Florida corporation, hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and/or other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Tennessee, as a non-profit corporation, SEDGEFIELD HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

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

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

(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 exceptions of Common Properties as heretofore defined.

(e) "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.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property. 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 on EXHIBIT "A" attached hereto and made a part hereof.

Section 2. Additional adjacent land and/or lots may become subject to this Declaration by recordation of additional declarations adopting and incorporating this Declaration by specific reference in the sole discretion of the Developer. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of members to the Association in order that all Lots shall have the same equal rights, privileges and obligations.

ARTICLE III

MEMBERSHIP 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.

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

Class A. Class A members shall be all of 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 determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot in 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 in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B Membership shall be determined to be a Class A Membership and entitled to vote as such.

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.

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A of on 9/20/1997
which ever occurs first
per 2nd Amendment
on 7/27/88

Amended per 2nd Amendment 7/27/88; i.e. conveyed to Association on that date

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as in the opinion of the Developer the Association is financially able to maintain the same. At such time the Developer shall convey and transfer the Common Properties to the Association.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) 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; and

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes irrespective of Class of membership has been recorded, agreeing to such dedication, transfer, purpose of condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

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 therefore, whether or not it shall be so expressed in any such deed or other conveyance, 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 such 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvements and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Monthly Assessments. The monthly assessment shall be \$10.00 per lot. From and after July 1, 1988, the monthly assessment may be increased by vote of the Members, as hereinafter provided.

Deleted per 2nd Amendment dated 7/27/88

In view of the fact that Developer shall incur all of the initial costs of constructing, building, and installing swimming pool, tennis courts, and/or other common facilities, incurring

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most of the initial maintenance costs of same, and subsequently transferring said Common Properties to the Association free of cost, the said Developer shall not be required to pay on lots owned by it any annual or special assessment required hereunder or levied by the Association.

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 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 a majority of the votes irrespective of class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. The Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of a majority of the votes irrespective of class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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 (50) 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 requirement 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 thirty (30) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments. Monthly Assessments for each Lot shall be due and payable in advance on the first day of each month commencing on the first day of the month following the closing of the sale of that Lot from the Developer. 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; Personal Obligation of the Owner; Lien; Remedies of 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 such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal 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 nine (9) per cent per annum, and the Association may bring an action at law 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's fee to be fixed by the Court, together with the costs of the action.

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.

Section 10. Exempt Property. The following property subject to this Declarations shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein (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, upon the terms and to the extent of such legal exemption.

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

ARTICLE VI

TERM

These covenants are to take effect immediately, and shall be binding on all parties and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of lots it is agreed to change said covenants in whole or in part.

ARTICLE VII

ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants of restrictions herein, 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 VIII

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 IX

LAND USE AND BUILDING TYPE

All the lots in the Subdivision shall be known and designated as residential lots, unless otherwise noted. No structure 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 and one-half stories in height, including an attached 2-car private garage, except by

approval and sanction of the Sedgefield Advisory Committee.

ARTICLE X

BUILDING LOCATION

All buildings shall meet the setback line and otherwise comply with the regulations of the Town of Farragut, unless the Sedgefield Advisory Committee requires greater setbacks.

ARTICLE XI

DIVISION OF LOTS

Not more than one dwelling house may be erected on any one lot, as shown on the recorded map and no lot shown on said map may be 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.

ARTICLE XII

DWELLING SIZE

No dwelling shall be erected, placed, altered or permitted to remain on any lot in this Sedgefield Subdivision, unless the ground floor area of which shall contain at least 1600 square feet in the case of a one-story dwelling, 900 square feet on the first floor of a two story dwelling, together with at least 900 square feet in the second floor; in the case of a split-level dwelling the same must contain a total of 1600 square feet on the living room or main floor and on the second floor level; in the case of a basement type dwelling the same must contain 1600 square feet in the top level. All roofs shall have a minimum pitch of 6 and 12 (6/12) unless waived in writing by the Sedgefield Advisory Committee. Basements, open porches, and garages shall not be considered in computing the square footage of living area space. The Sedgefield Advisory Committee must pass upon the requirements for all dwellings in regard to basic square footage.

ARTICLE XIII

SEDFIELD ADVISORY COMMITTEE

No building or any other improvements of any kind shall be erected, placed, altered, or permitted to remain on any building lot, or on the Common Properties, in the Subdivision until all of the detailed plans and specifications and a plan showing the location of a dwelling have been approved in writing by the Sedgefield Advisory Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade level and elevation. The Sedgefield Advisory Committee shall be composed of three members appointed by the Developer. A majority of the Committee may designate a representative to act for the Committee, the Developer shall have the exclusive authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the said Committee, or its designated representative, fails to approve or disapprove such plans or specifications within 30 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 fully complied with. Further, such plans must be left with Sedgefield Advisory Committee during the period of construction after approval.

The Sedgefield Advisory Committee may from time to time promulgate rules and regulations concerning any aspect of buildings or other improvements to be erected, placed, altered, or permitted to remain on any lot, or in the Common Properties,

of the subdivision, in order to promote and maintain an aesthetically pleasant environment, and to protect the general health, welfare, and safety of the residents.

In the event that a violation of any requirement contained in this Declaration or of any requirement promulgated by the SEDGFIELD Advisory Committee shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of such requirements, the Committee shall have the right and authority to waive such violation.

ARTICLE XIV

NUISANCES

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE XV

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as residence.

ARTICLE XVI

EASEMENTS

Section 1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No easements, rights-of-way or rights of access shall be deemed granted or in any way given to any person or companies through any lot in this Subdivision unless permission is given in writing by the Developer of the Subdivision.

Section 2. The Developer will plant decorative trees within the five foot planting easement designated along front lot lines on the subdivision plat. The owner of each lot shall have the obligation to maintain such trees (including but not limited to watering, fertilizing, pruning, spraying, and/or replacing), and if the owner fails to so maintain, then the Association shall so maintain and/or replace such trees and charge or assess the lot for all costs incurred in so satisfying this tree maintenance obligation.

ARTICLE XVII

COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes, shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any lot in the Subdivision refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be notified by the Association to correct said procedure within five days, and if the same is not done, subject person shall pay the cost of removal and be subject to injunctive process.

ARTICLE XVIII

SIGNS

No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet

advertising the property for sale or rent. The Developer may display signs of any size for the promotion of the Subdivision and the sale of lots.

ARTICLE XIX

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred, or kept on any lot, except household pets such as dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

ARTICLE XX

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary covered containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition.

ARTICLE XXI

SIGHT LINES; MISCELLANEOUS RESTRICTIONS; DEVELOPER'S RIGHTS

Section 1. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property line and the line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 2. Miscellaneous Restrictions. No fences or walls shall be erected, placed, or altered on any lot or common properties, without the prior approval of the Sedgefield Advisory Committee. Chain link fences are specifically prohibited, unless approved by the Committee.

No aerials or antennae, whether for radio, television, or otherwise, and no other exterior electric or electronic equipment of any kind shall be installed or maintained on the exterior of any structure, or on any portion of any lot or common properties, without the prior written approval of the Sedgefield advisory Committee.

All air conditioners and garbage cans shall be concealed from view by appropriate screening, which screening must have the prior approval of the Sedgefield Advisory Committee.

All outside light poles and similar structures must have the prior approval of the Sedgefield Advisory Committee.

All above-ground exterior foundation walls shall be veneered with brick, stone, or stucco. All stucco shall be applied in a manner such that joints in blocks do not appear visible.

Section 3. Developer Rights. Notwithstanding anything in this declaration to the contrary, the Developer shall have the right to use the properties for ingress and egress, including construction machinery and trucks, and no person shall in any way impede or interfere with the developer, or its employees or agents, in the exercise of this right. Further, no person shall interfere with the completion of the subdivision, or with the sale of the lots and the improvements thereon. The Developer may make such use of the property free from the interference of lot

owners as may be reasonably necessary to facilitate the completion and sale of the lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of the property, the display of signs, and the construction or placement of construction and/or sales offices of a temporary nature on the property.

ARTICLE XXII

COMMUNICATION

All communication from lot owners to the Developer and/or the Sedgfield Advisory Committee, or to any representative thereof, shall be in writing.

ARTICLE XXIII

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 the Sedgfield Subdivision, then owned by Developer, and with 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 Sedgfield.

ARTICLE XXIV

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more corporations or assigns that 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 given to and assume by Developer and Developer shall thereupon be released therefrom.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed the 31st day of August, 1987.

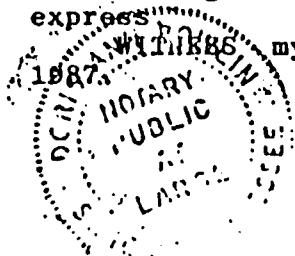
GLORIA GOODMAN IMPORTS, INC.,
a Florida corporation

By: [Signature]
WILLIAM J. GOODMAN, VICE-PRESIDENT

STATE OF TENNESSEE)
COUNTY OF KNOX)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared WILLIAM J. GOODMAN, as VICE-PRESIDENT of GLORIA IMPORTS, INC. who, being first duly sworn and acknowledged that he executed the foregoing instrument in my presence and swore and acknowledged that he signed the foregoing instrument for the purposes therein expressed.

Witness my hand and official seal this 31st day of August, 1987.



[Signature]
Notary Public

My Commission Expires:

3-21-1989

RECEIVED FOR RECORDING
1987 AUG 31 5:24 PM
NOTES BOOK 119