

**EAGLE SPRINGS RESORT**

**A**

**PLANNED UNIT DEVELOPMENT**

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J:\DATA\WP8\CONDODOC\MASTER\EP.R.MD May 3, 2001

EAGLE SPRINGS RESORT - A PLANNED UNIT DEVELOPMENT

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
EAGLE SPRINGS RESORT  
A PLANNED UNIT DEVELOPMENT**

THIS DECLARATION, made on the date hereinafter set forth by **DEER PATH VACATIONS, L.P.** with principal offices at 2788 Windfall Estates Drive, Sevierville, Tennessee 37876, hereinafter referred to as "**Declarant.**"

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of certain property in County of Sevier and Jefferson, State of Tennessee, which is more particularly described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY SPECIFIC REFERENCE.**

**NOW THEREFORE**, Declarant hereby declares that all of the properties described shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. PROVIDED HOWEVER, Declarant reserves the right to add other properties by an amendment of Exhibit A for the purpose of describing the additional property in subsequent phases of development. Any amendment to Exhibit "A" shall automatically bring said property under the jurisdiction of the owners association.

**ARTICLE I**

**DEFINITIONS**

**Section 1. "Association"** shall mean and refer to The EAGLE SPRINGS RESORT Owner's Association, Incorporated, its successors and assigns.

**Section 2. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, including each owner of a Resort Interest 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 herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The properties described in Exhibit A will constitute Phase I. Additional properties may be added in a number of sub-phases.

**Section 4. "Common Area"** shall mean all of the roads, easements, entrance sign and entrance sign lights, drain fill areas and secondary or reserve fill line areas, walking trails and street lights located on the real property and any other property designated upon any recorded subdivision map of the properties as "common area" (including the improvements thereto) owned by the Association at the time of the conveyance of the first lot and described as follows:

**SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY SPECIFIC REFERENCE.**

IT IS SPECIFICALLY HEREBY STATED THAT DECLARANT RESERVES THREE "OPEN AREAS", CONTAINING 1.39 ACRE, 0.50 ACRE, AND 2.75 ACRE, FOR THE USE OF THE DECLARANT WHICH ARE NOT AND SHALL NOT BECOME A PART OF THE COMMON AREAS AND SHALL NOT BE OWNED BY THE LOT OWNERS ASSOCIATION.

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

**Section 6. "Declarant"** shall mean and refer to Deer Path Vacations, L.P., its successors and assigns. Declarant and developer are synonymous for the purposes of this declaration.

**Section 7. "Member"** shall mean and refer to those persons entitled to membership as provided in this Declaration.

**Section 8. "Bylaws"** shall mean the Bylaws of The EAGLE SPRINGS RESORT Owner's Association, Inc., attached hereto as Exhibit "C".

**Section 9. Articles of Incorporation** shall mean the Articles of Incorporation of The EAGLE SPRINGS RESORT Owner's Association attached hereto as Exhibit "D".

**Section 10. Resort Interest** shall mean a resort estate or use, including any timeshare estate or use as defined in Tennessee Code Annotated, Title 66, Chapter 32, Section 101 et seq., being a conveyance of an ownership interest or use in a Lot and the improvement thereon for a measurable chronological period, the purchaser receiving a stated or floating period for a period of a year, which right of use is coupled with a right of occupancy to the owner thereof measured in time periods of less than a year, including weekly time periods.

**Section 11. Supplemental Declaration** shall mean a declaration of covenants, conditions and restrictions executed and recorded by Declarant, or (with Declarant's consent) Declarant's successors and assigns in interest and title to all or some of the Lots, which Supplemental Declaration establishes additional covenants, conditions and restrictions applicable to the Lots subject thereto, including by way of example, covenants, conditions and restrictions to establish, govern and organize any program regarding Resort Interests.

**Section 12. Open Area** shall mean an area of land reserved for the exclusive ownership and use of the Declarant, its successors and assigns.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every owner including each Resort Interest Owner shall have a right and easement of enjoyment in and to the Common Area (specifically excluded are any amenities, open areas and out parcels, owned by and reserved for the use of the Declarant) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility leased by the association situated within or adjacent to the EAGLE SPRINGS RESORT;

(b) The right of the Association to suspend the voting rights use of common areas and right to use of the leased recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of the published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by a majority of the members agreeing to such dedication or transfer has been recorded. However, no consent shall be required for dedication of utility and service easements so long as the Declarant owns any undeveloped lots. The Declarant does reserve the right of use of the common area roads for access to adjacent phases or future development of property owned by the Declarant or acquired by the Declarant in the future. No consent shall be required for dedication of the roads in Eagle Springs Resorts to Sevier County, Tennessee as public roads and so long as the Declarant shall own any lots, the Declarant shall be empowered on its own behalf and the Association to deed the roads to Sevier County, Tennessee at such time the County will accept the same. **THE ASSOCIATION SHALL NOT HAVE THE RIGHT TO ALLOW ADJACENT PROPERTY OWNERS TO CONNECT TO ANY UTILITIES IN EAGLE SPRINGS RESORT WITHOUT THE EXPRESS CONSENT OF THE DEVELOPER AND**

WITHOUT PAYMENT OF COMPENSATION TO THE DEVELOPER FOR COSTS OF UTILITIES; LOT OWNERS CANNOT GIVE EASEMENTS OR RIGHT OF WAYS THROUGH A LOT TO AN ADJOINING PROPERTY OR LOTS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE DECLARANT;

(d) 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;

(e) The right of Declarant to establish a Resort Interest Program by recordation of a supplemental Declaration.

(f) Each lot owner shall provide their own parking entirely within the dimensions of their lot, unless a variance is first obtained from the Architectural Review Committee and a plat of the variance is recorded in the Office of the Sevier County Register of Deeds; and,

(g) Paved Driveways. Each dwelling constructed on the lots shall also have a hard surfaced, concrete or paved entrance drive to said dwelling. Said driveway shall be surfaced within six (6) months from the date of completion of the dwelling.

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

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every owner of a lot, including any owner of a Resort Interest, which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have voting members.

**Section 3.** Each member shall be entitled to one (1) vote for each lot owned in all phases of the development. When more than one person holds an interest in any lot, all such persons shall be members. 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 lot. Resort Interest Owners shall have voting rights as established pursuant to any applicable Supplemental Declaration.

**Section 4.** In the event the Declarant, its successors and assigns, owns or retains a lot, the Declarant shall be entitled to one vote for each such lot or dwelling unit located thereon and in the event that a future phase is developed, the Declarant shall be entitled to one vote for each lot shown on a future phase recorded in the office of the Register of Deeds.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each platted and improved Lot owned 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 such deed, is deemed to covenant and agrees 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 delinquent assessments shall pass to his successors in title. PROVIDED, IF A LOT IS SHOWN ON A RECORDED PLAT AND IS NOT

IMPROVED WITH A DWELLING UNIT THEREON, THE DECLARANT IS NOT OBLIGATED TO PAY THE ASSESSMENTS. Resort Interest Owners shall pay assessments as provided for in any applicable Supplemental Declaration. Such Supplemental Declaration may establish an assessment against Resort Interest Owners for purposes of maintenance and repair of all improvements located on lots subject to such Supplemental Declaration.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties, for the rental of recreation areas for the use of members, and for the improvement and maintenance of the Common Areas, including, but not limited to costs of repairs, maintenance, replacements, additions, management, septic and subsurface sewage disposal systems, taxes assessed against the common areas, street lighting and insurance maintained in accordance with the By-Laws and employment of attorneys to represent the Association when necessary or when the need arises.

Section 3. Maximum Annual or Monthly Assessment. Until January 1, 2003, there shall be no assessment charged by the homeowner's association. ALL MAINTENANCE ON COMMON AREAS UNTIL THAT TIME SHALL BE THE RESPONSIBILITY OF THE DECLARANT.

Until January 1, 2004, the maximum monthly assessment for an unimproved lot shall be SIXTY (\$60.00) DOLLARS per unimproved lot, excepting as otherwise provided in any Supplemental Declaration applicable to a Resort Interest Program. Until January 1, 2004, the maximum monthly assessment for an improved lot shall be ONE HUNDRED (\$100.00) DOLLARS per improved lot per dwelling, excepting as otherwise provided in any Supplemental Declaration applicable to a Resort Interest Program. The maximum monthly or annual assessment applicable to Resort Interest shall be as set forth in any respective Supplemental Declaration. The Declarant shall set the assessments until January 1, 2006. Thereafter, it shall be set as follows:

- (a) From and after January 1, 2006, the maximum annual assessment may be increased each year, without a vote of the Members, if such increase is not in excess of the increase in the consumer price index as established by the Department of Labor and published the July preceding the increase.
- (b) From and after January 1, 2006, the maximum assessment may be increased each year above that established by the consumer price index by a majority vote of the members who are voting in person or by proxy, at a meeting duly called for this purpose as provided in Section 5 herein.
- (c) The Board of Directors may fix the annual assessment at an amount not in the excess of the maximum subject to the provisions of Section 6 and 7 herein.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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 a natural disaster, any construction, reconstruction, repair or replacement of a capital improvement (including but not limited to the repair, replacement and construction of the primary drain fill and secondary drain fill areas), 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 the 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 monthly or in a lump sum.

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 authorized action under Section 3 and 4 shall be sent to all members not less than 15 days nor more than 40 days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the 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 60 days following the preceding meeting.

BK 1225 PG 789

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at the uniform rate for all UNIMPROVED Lots and at a uniform rate for all improved lots with a detached family dwelling and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments.** Due Dates. The annual assessments provided for herein shall commence January 1, 2003 and as to Resort Interest in any lots subject to any Supplemental Declaration shall commence as therein provided. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. 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. 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. A properly executed certificate of the association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**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 twelve (12%) percent 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. Attorney fees, court costs, cost of mailing, advertising and any other expenses incurred to collect the assessment shall be added to the assessment and become a lien on the property and a personal liability of the owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** All property dedicated to, and accepted by a local public authority shall be exempt from assessments herein. ALL UNIMPROVED LOTS OWNED BY THE DECLARANT SHALL BE EXEMPT FROM ASSESSMENTS HEREIN. However, in any event, except for property owned by a local public authority, no property that is improved with a dwelling thereon shall be exempt from said assessments.

## **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 therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the 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 an architectural review committee composed of three (3) or more representatives appointed by the Declarant appointed by the Board. Provided that nothing herein contained shall be construed to permit interference with development of the properties by Declarant. In the event said committee fails to approve or disapprove such design and location within sixty (60) 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.

The architectural review committee shall establish a set of architectural standards that will include but not be limited to certain color, shape, height, and location requirements; roof materials; exterior materials, exterior colors and materials; drainage, landscaping, driveway materials, building standards and specifications. Initial restrictions on the use of the lots are attached hereto as exhibit "E" and shall run with the land.

**IT IS SPECIFICALLY REQUIRED THAT EACH FAMILY DWELLING, SHALL CONTAIN A FIREPLACE.**

**BK 1225 PG 790**



## 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 assessment hereunder, as follows:

**(a) Dwellings:** The Association may (but not required) maintain the shrubbery and landscaping approved by the Architectural Review Board. This does not include removal or replacement of dead trees. The Owner's Association shall not be required to provide exterior maintenance to dwelling improvements upon the lots. Provided however if the Board of Directors of the Owner's Association should deem it necessary to provide maintenance on the dwelling in order to maintain the integrity of the scenic beauty of the development as well as to preserve the property values of adjoining owners and protect the welfare and safety of the owners using the common areas, such maintenance may be performed by the Owner's Association and charged as a special assessment against the particular lot.

**(b) Unimproved Lots:** The Owner's Association shall have no responsibility for maintenance of unimproved lots. Provided however in the event that the Board of Directors of the Owner's Association deems it necessary to protect the scenic beauty of the property and preserve property values as well as provide for the safety and welfare of the owners and their guests, the Owner's Association may provide such maintenance and charge it as a special assessment against the lot.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owners, or through the willful or negligent acts of the family, guests, or invitees of the owner of the lot needing such maintenance or repair, the costs of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

**(c) The Association may**, if required pursuant to any Supplemental Declaration, provide maintenance and repair to each improvement located on Lots containing Resort Interests, which maintenance and repair shall be funded by assessments levied against owners of Resort Interests. Such maintenance and repair may include interior and exterior maintenance and repair.

## ARTICLE VII RESTRICTIONS ON USAGE

**Section 1. Land use and building types.** No lot shall be used except for residential purposes or Resort Interests, as may be authorized in accordance with any Supplemental Declaration and a residential or Resort Interest model as approved by the Declarant on the property. Any improvements on a lot for residential purposes shall contain a minimum of 540 square feet inside heated living space, on one floor level.

Nothing contained herein shall prohibit the monthly or overnight rental of said property.

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

**Section 3. Animals.** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling.

**Section 4. Outside Antennas.** No outside radio, television antennas or satellite dishes shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural review committee. The Architectural Review Committee shall not approve a satellite dish greater in diameter than twenty-four (24) inches.

**Section 5. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time, except a temporary construction trailer which shall be removed immediately upon completion of construction.

**Section 6. Signs.** No sign of any kind shall be displayed to the public view on any Lot except a sign approved by the Architectural Review Committee to identify the lot and the owner of the property.

All unapproved signs shall be removed by the Declarant or the Association!

**Section 7. Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in sanitary containers, of a type approved by the Architectural Review Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed in a location that cannot be seen from the street in front of the dwelling. Incinerators and open burning of garbage and refuse is prohibited on the premises.

**Section 8. Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of the Common Area or Lots and Living Units, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**Section 9. Commercial Business.** No commercial business may be maintained on the Common Area or in the Living Units. This shall not exclude the use of a lot for a showcase model by the Declarant or overnight rentals.

**Section 10. Alterations.** Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Architectural Review committee.

**Section 11. Rules for Common Area.** The Association is authorized to adopt rules for the use of the Common Areas and such rules shall be furnished in writing to the Owners. The voting rights and right to use of the recreational facilities by an owner may be suspended for a period of up to 60 days for violation of such rules.

**Section 12. Sports Apparatus and Equipment.** No basketball standards or fixed sports apparatus shall be attached to any Living Unit or garage or be erected on the Lot of any Unit.

**Section 13. Vehicles and Parking.** No vehicles of any type shall be permanently or semi-permanently parked on the Properties or in the vicinity of any Living Unit or in the Common Area for the purpose of accomplishing repairs thereto, or the reconstruction thereof. This restriction shall also apply to all vehicles not in operating condition. Parking on lots improved with single family dwellings shall be provided by the owner on the lot itself and not in the common area.

**Section 14. Recreation Vehicles.** There shall be no prolonged parking of recreational vehicles, including, but not limited to, camping trailers, boats, motor homes, and the like except in areas specifically designated for this purpose by the Association. Prolonged parking shall be deemed for periods of forty-eight (48) hours or longer. Declarant shall have the right to establish and designate parking areas for recreational vehicles in the common areas.

**Section 15. Commercial Vehicles.** The Association shall have the power to adopt Rules and Regulations concerning the parking of all commercial vehicles on the Properties, Common Area, or individual Lots.

**Section 16. No clear cutting of lots.** There shall be no clear cutting of the trees from any lot. Trees shall be preserved to enhance the natural beauty of the development and only those trees necessary for the construction of buildings, driveways and parking on the property shall be removed. Every effort shall be made to preserve any tree ten (10) or more inches in diameter. Trees shall not be removed without permission of the Architectural Review committee.

**Section 17. Miscellaneous.** All mail boxes, yard decorations and identification signs shall be approved by the architectural review committee. Open clothes lines are prohibited on the premises. Resort Interest shall be permitted on lots subjected to any Supplemental Declaration.

**BK 1225 PG 792**

## ARTICLE VIII EASEMENTS

Easements for the installation and maintenance of drain fill areas, utilities and drainage facilities are reserved as shown on the recorded plat. 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 of flow of drainage channels in the easements, or which may obstruct, alter, or retard the flow of water through drainage channels in the easements. Easements to each individual lot for ingress and egress shall be provided to the rear of each property over the Common Area or by access easements as shown on the recorded plat. A SPECIFIC EASEMENT IS RETAINED ON ALL PROPERTIES FOR THE LOCAL LAW ENFORCEMENT AUTHORITIES TO COME ON THE PROPERTY IN THE PERFORMANCE OF THEIR DUTIES, FOR THE LOCAL FIRE DEPARTMENTS TO COME ON THE PROPERTY IN THE PERFORMANCE OF THEIR DUTIES, FOR THE UNITED STATES POSTAL OFFICE TO TRAVEL THE ROADS IN THE DEVELOPMENT FOR THE DELIVERY OF MAIL, FOR THE UNITED PARCEL SERVICE AND FEDERAL EXPRESS OR SIMILAR EXPRESS MAIL DELIVERY SERVICES IN THE PERFORMANCE OF THEIR BUSINESS OF DELIVERY TO INDIVIDUAL IMPROVED LOTS. THERE IS SPECIFICALLY RESERVED AN EASEMENT FOR THE LOCAL WATER AND SEWER AUTHORITIES, TELEPHONE COMPANY, NATURAL GAS UTILITY COMPANY, CABLE TELEVISION OF FIBEROPTIC PROVIDER AND ELECTRIC SYSTEM FOR THE INSTALLATION AND MAINTENANCE OF WATER, SEWER, TELEPHONE, GAS, ELECTRICAL, CABLE AND FIBEROPTIC LINES. THERE IS SPECIFICALLY RESERVED AN EASEMENT FOR THE LOCAL PUBLIC WORKS AUTHORITY FOR PICKING UP GARBAGE AND DEBRIS TO COME ON THE PROPERTY IN THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

## ARTICLE IX GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, the Declarant, 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 this Declaration. 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.** Invalidity of any one of these 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. THE DECLARANT SHALL HAVE THE ABSOLUTE RIGHT TO AMEND THE DECLARATION UNTIL DECEMBER 31, 2008. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six and two-thirds percent (66-2/3%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded.

### **Section 4. Annexation.**

A) Additional residential and/or commercial property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of the members.

B) Additional land adjacent to the land described in Exhibit "A" attached hereto and owned or acquired by the Declarant or their successors and/or assigns, may be annexed by the Declarant and/or their successors and assigns without the consent of members at any time. Any amendment of Exhibit "A" to this Declaration to add additional properties shall also constitute an amendment to Exhibit "A" of the By-Laws and Exhibit "A" of the Articles of Incorporation.

**Section 5. Encroachments and Adjustments.** The Declarant shall have the right to adjust the location of easements and/or setback requirements as necessary for the construction of improvements and to preserve the scenic beauty of the premises.

BK 1225 PG 793

**Section 6.** Declarant, or its permitted successors and assigns in interest, may, from time to time, execute and record one or more Supplemental Declarations as defined herein.

**ARTICLE X  
RESORT RENTALS**

**Section 1. Rental Company.** In order to maintain the integrity of the resort as a quality resort area, the Declarant or its assignee or designated agent shall be the exclusive rental company for nightly rentals in the EAGLE SPRINGS RESORT.

**Section 2. Exclusive Use of Amenities.** Only rentals generated by the Declarant or its successors and/or assigns shall have the right to use the amenities and owners of lots that pay an admission fee to use the amenities.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set its hand this 8 day of May, 2001.

DEER PATH VACATIONS, L.P.  
BY: STETSON & ASSOCIATES, INC.  
ITS GENERAL PARTNER

BY: *Daniel B. Stetson*  
DANIEL STETSON  
CHIEF EXECUTIVE OFFICER

STATE OF TENNESSEE

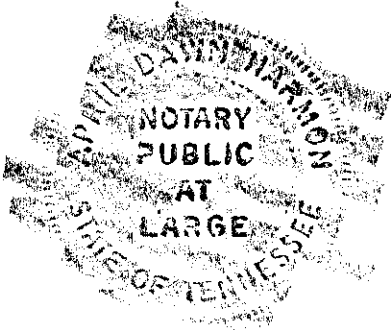
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **DANIEL STETSON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **CHIEF EXECUTIVE OFFICER OF STETSON & ASSOCIATES, INC., THE GENERAL PARTNER** of the maker, **DEER PATH VACATIONS, L.P.** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 8 day of May, 2001.

*April D. Haemon*  
NOTARY PUBLIC

My Commission expires: 3/2002



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**EXHIBIT A TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
EAGLE SPRINGS RESORT, A PLANNED UNIT DEVELOPMENT**

**SITUATE** in the Fourteenth (14<sup>th</sup>) Civil District of Sevier County, Tennessee, and being **all of PHASE (1) ONE OF EAGLE SPRINGS RESORT- GROUP HOUSING DEVELOPMENT**, and being more particularly described as follows:

**BEING** all of **Lots 1 through 74** as shown on a plat of **EAGLE SPRINGS SUBDIVISION - PHASE 1** of record in Map Book **LM 3**, Page **115** and Map Book \_\_\_\_\_, Page \_\_\_\_\_, both of record in the Register's Office for Sevier County, Tennessee, to which plats specific reference is here made for a more particular description.

**BEING** the same property conveyed to Deer Path Vacations, L.P. by deed from Mildred A. Lunsford, Velma Arwood Maples, James Dexter Arwood, Wilma Arwood Rogers, Ruby Arwood Davis, Edith Arwood Wilson, Lena Arwood Reagan and Linda Arwood Hatcher dated September 28, 2000 and recorded in Deed Book 1119, Page 172 in the Register's Office for Sevier County, Tennessee; and by deed of Tommy Murray, unmarried dated September 28, 2000 and recorded in Book 1119, Page 665 in the Register's Office for Sevier County, Tennessee.

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**EXHIBIT B TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
EAGLE SPRINGS RESORT, A PLANNED UNIT DEVELOPMENT  
"COMMON AREAS"**

**SITUATE** in the Fourteenth (14th) Civil District of Sevier County, Tennessee and being the roads (designated as Eagle Springs Road, Mark Stetson Lane, and Jones Ridge Road), rights-of-way and easements for walking trails, street lighting and all areas designated as "Common Areas" on the plat of "EAGLE SPRINGS SUBDIVISION - PHASE I" of record in Large Map Book 3, Pages 115 and \_\_\_\_\_ in the Register's Office for Sevier County, Tennessee.

NOTE: SPECIFICALLY EXCLUDED and not a part of the common areas are the three (3) areas designated as the "OPEN AREAS" on the plat of EAGLE SPRINGS RESORT which are a 1.39 acre tract, a 0.50 acre tract, and a 2.75 acre tract that are reserved for the exclusive use of the Declarant, its successors and assigns and shall not be deeded to the Owner's Association.

NOTE: The Declarant shall have the right to deed the roads to Sevier County, Tennessee at such time as the County will accept the same.

The open areas retained by the Declarant are more particularly described as follows:

**1.39 ACRE TRACT**

**BEGINNING** on an iron pin, a common corner to the Northwest right-of-way line of Indian Gap Road, White, and the subject property; thence leaving the Northwest right-of-way line of Indian Gap Road, and with the common line of White and the subject property, North 15 deg. 09 min. 06 sec. East 41.79 feet to an iron pin; thence with the same line, North 17 deg. 12 min. 28 sec. East 83.30 feet to an iron pin; thence with the same line, North 59 deg. 25 min. 42 sec. East 110.55 feet to an iron pin; thence with the same line, North 48 deg. 00 min. 48 sec. East 141.03 feet to an iron pin; thence with the same line, North 38 deg. 29 min. 05 sec. East 94.43 feet to an iron pin; thence with the same line, North 49 deg. 27 min. 12 sec. East 219.97 feet to an iron pin; thence with the same line, North 12 deg. 28 min. 01 sec. West 62.11 feet to an iron pin; thence with the same line, North 62 deg. 38 min. 05 sec. East 129.83 feet to an iron pin; thence with the same line, North 54 deg. 35 min. 00 sec. East 131.91 feet to an iron pin; thence with the same line, North 46 deg. 28 min. 58 sec. East 76.24 feet to an iron pin; thence with the same line, North 37 deg. 27 min. 31 sec. East 134.21 feet to an iron pin; thence with the same line, North 47 deg. 20 min. 45 sec. East 44.87 feet to an iron pin, a common corner to White, the subject property, and Eagle Springs Road; thence leaving the common corner to White and with the common line of the subject property and Eagle Springs Road, South 19 deg. 29 min. 48 sec. West 218.75 feet to an iron pin, a common corner to Eagle Springs Road, Lot 29, and the subject property; thence leaving the common corner to Eagle Springs Road, and with the common line of Lot 29 and the subject property, South 37 deg. 27 min. 31 sec. West 49.28 feet to a point; thence with the same line, South 46 deg. 28 min. 58 sec. West 83.73 feet to a point; thence with the same line, South 54 deg. 35 min. 00 sec. West 138.97 feet to a point; thence with the same line, South 62 deg. 38 min. 05 sec. West 94.91 feet to a point; thence with the same line, South 12 deg. 28 min. 01 sec. East 53.67 feet to a point; thence with the same line, South 49 deg. 27 min. 12 sec. West 245.17 feet to a point; thence with the same line, South 38 deg. 29 min. 05 sec. West 93.80 feet to a point; thence with the same line, South 48 deg. 00 min. 48 sec. West 150.19 feet to an iron pin, a common corner to Lot 29, Lot 30, and the subject property; thence leaving the common corner to Lot 29, and with the common line of Lot 30 and the subject property, South 59 deg. 25 min. 42 sec. West 96.24 feet to a point; thence with the same line, South 17 deg. 14 min. 15 sec. West 62.20 feet to a point; thence with the same line, South 15 deg. 09 min. 06 sec. West 67.44 feet to an iron pin, a common corner to Lot 30, the Northwestern right-of-way line of Indian Gap Road, and the subject property; thence leaving the common corner to Lot 30, and with the common line of the Northwestern right-of-way of Indian Gap Road and the subject property, North 47 deg. 41 min. 16 sec. West 56.20 feet to the point of **BEGINNING**, and containing 1.39 acres, more or less, according to a survey done by Jim Ellison, RLS #1683, dated April 21, 2001.

**.50 ACRE TRACT**

**BEGINNING** on an iron pin, a common corner to the Northwestern right-of-way line of Eagle Springs Road, White, and the subject property; thence leaving the Northwestern right-of-way line of Eagle Springs Road, and with the common line of White and the subject property, North 07 deg. 55 min. 06 sec. West 171.20 feet to an iron pin; thence with the same line, North 10 deg. 24 min. 06 sec. East 13.44 feet to an iron pin; thence with the same line, North 24 deg. 08 min. 51 sec. East 49.01 feet to an iron pin; thence with the same line, North 17 deg. 32 min. 29 sec. East 58.83 feet to an iron pin; thence with the same line, North 24 deg. 44 min. 35 sec. East 85.25 feet to an iron pin, a common corner to White, Lot 74, and the subject property; thence leaving the common corner to White, and with the common line of Lot 74 and the subject property, South 71 deg. 42 min. 49 sec. East 70.40 feet to an iron pin, a common corner to Lot 74, the Northwestern right-of-way line of Eagle Springs Road, and the subject property; thence leaving the common corner to Lot 74, and with the common line of the Northwestern right-of-way line of Eagle Springs Road and the subject property, South 19 deg. 29 min. 48 sec. West 357.71 feet to the point of **BEGINNING**, and containing .50 acres, more or less, according to a survey by Jim Ellison, RLS #1683, dated April 21, 2001.

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**2.75 ACRE TRACT**

**BEGINNING** on an iron pin, a common corner to Lot 34, the Southeastern right-of-way line of Eagle Springs Road, and the subject property; thence leaving the common corner to Lot 34, and with the common line of the Southeastern right-of-way of Eagle Springs Road and the subject property, North 50 deg. 06 min. 34 sec. East 221.74 feet to a point; thence with the same line, and with a curve to the left, having a radius of 150.00 feet, a chord bearing of North 31 deg. 13 min. 42 sec. East, a chord distance of 97.08 feet, an arc distance of 98.86 feet, a delta angle of 37 deg. 45 min. 43 sec. And a tangent distance of 51.30 feet to a point; thence with the same line, North 12 deg. 20 min. 51 sec. East 260.89 feet to an iron pin, a common corner to the Southeastern right-of-way line of Eagle Springs Road, Lot 35, and the subject property; thence leaving the common corner to the Southeastern right-of-way line of Eagle Springs Road, and with the common line of Lot 35 and the subject property, South 68 deg. 18 min. 47 sec. West 285.38 feet to an iron pin, a common corner to Lot 35, Whaley, and the subject property; thence leaving the common corner to Lot 35, and with the common line of Whaley and the subject property, South 43 deg. 27 min. 52 sec. West 84.14 feet to an iron pin; thence with the same line, South 47 deg. 21 min. 10 sec. West 115.35 feet to an iron pin; thence with the same line, South 13 deg. 57 min. 43 sec. West 160.91 feet to an iron pin; thence with the same line, South 44 deg. 32 min. 38 sec. West 202.28 feet to an iron pin; thence with same line, South 21 deg. 55 min. 07 sec. West 80.95 feet to an iron pin, a common corner to Whaley, Lot 34, and the subject property; thence leaving the common corner to Whaley, and with the common line of Lot 34 and the subject property, North 53 deg. 17 min. 30 sec. West 234.24 feet to the point of **BEGINNING**, and containing 2.75 acres, more or less, according to a survey done by Jim Ellison, RLS #1683, dated April 21, 2001.

**EXHIBIT C TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
EAGLE SPRINGS RESORT, A PLANNED UNIT DEVELOPMENT**

**BY-LAWS OF**

**EAGLE SPRINGS RESORT OWNER'S ASSOCIATION, INCORPORATED**

**NAME AND LOCATION.** The name of the corporation is **THE EAGLE SPRINGS RESORT OWNER'S ASSOCIATION, INCORPORATED**, hereinafter referred to as the "**Association**". The principal office of the limited partnership shall be located at 2788 Windfall Estates Drive, Sevierville, Tennessee 37876, but meetings of members and directors may be held at such places within the State of Tennessee, County of Sevier, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1. "Association"** shall mean and refer to The EAGLE SPRINGS RESORT Owner's Association, Incorporated, its successors and assigns.

**Section 2. "Properties"** shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3. "Common Area"** shall mean all of the roads, easements, and walking trails, septic tanks, drain field areas, subsurface sewage disposal systems, street lights located on the real property and any other property designated upon any recorded subdivision map of the properties as "common area" (including the improvements thereto) owned by the Association at the time of the conveyance of the first lot. It is specifically hereby stated that the Declarant reserves open areas for the use of the Declarant and shall not be a part of the common areas and shall not be owned by the lot owners association.

**Section 4. "Lot"** shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas, with the exception of an open area reserved for amenities such as office, pool and picnic pavilion, and with the exception of any areas designated or dedicated for a street, road or easement and any areas reserved for future development and not numbered.

**Section 5. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, including each owners of a Resort Interest of the 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 any obligation.

**Section 6. "Declarant"** shall mean and refer to the Declarant identified in the Declaration, its successors and assigns. Declarant and developer are synonymous for the purposes of this declaration.

**Section 7. "Declaration"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Sevier County, Tennessee.

**Section 8. "Member"** shall mean and refer to those persons entitled to membership as provided in the Declaration.

**Section 9. Resort Interest** shall mean a resort estate or use, including any timeshare estate or use as defined in Tennessee Code Annotated, Title 66, Chapter 32, Section 101 et seq., being a conveyance of an ownership interest or use in a Lot and the improvement thereon for a measurable chronological period, the purchaser receiving a stated or floating period for a period of a year, which right of use is coupled with a right of occupancy to the owner thereof measured in time periods of less than a year, including weekly time periods.

**Section 10. Supplemental Declaration** shall mean a declaration of covenants, conditions and restrictions executed and recorded by Declarant, or (with Declarant's consent) Declarant's successors and assigns in interest and title to all or some of the Lots, which Supplemental Declaration establishes additional covenants, conditions and restrictions applicable to the Lots subject thereto, including by way of example, covenants, conditions and restrictions to establish, govern and organize any program regarding Resort Interests.

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## ARTICLE III

### MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on approximately the same day of the same month of each year thereafter, at the hour of day set by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meeting.** Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days but not more than 40 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The addresses recorded with the office of the Tax Assessor of Sevier County, Tennessee as the lot owner shall be deemed sufficient for notice purposes.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

## ARTICLE IV

### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

**Section 2. Term of Office.** At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The

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Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members. The Declarant shall be the nominating committee until January 1, 2006, or as long as Declarant owns 51% of the lots in EAGLE SPRINGS RESORT.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the common areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration; such powers shall include the authority to contract on behalf of the Association.
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

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- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same; and
  - (4) add a late penalty charge to any payments not received with thirty (30) days from the date there due and payable, said amount to be determined by the Board of Directors and to add court costs and legal fees for collection to any assessment requiring legal action.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
  - (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
  - (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
  - (g) Cause the Common Area to be maintained.
  - (h) Cause the dwellings to be maintained as provided in the declaration.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

#### **PRESIDENT**

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes, deeds of trust and loan agreements.

## **VICE-PRESIDENT**

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

## **SECRETARY**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

## **TREASURER**

(d) The treasurer shall receive and deposit in appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## **ARTICLE IX**

### **COMMITTEES**

The Association shall appoint Committees, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. The Architectural Review Committee shall be composed of CHARLES GORDON, MARK STETSON AND DALE MARTIN. They shall serve as such Committee until all lots in the EAGLE SPRINGS RESORT has been improved with a dwelling. Thereafter the Board of Directors shall appoint the Architectural Review Committee.

## **ARTICLE X**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee, to be determined by the Board of Directors, shall be charged and the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and 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, late fees, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

**BK 1225 PG 802**

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

"THE EAGLE SPRINGS RESORT OWNER'S ASSOCIATION, INCORPORATED."

ARTICLE XIII

AMENDMENTS

**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**IN WITNESS WHEREOF**, we, being all of the directors of The EAGLE SPRINGS RESORT Owner's Association, Incorporated have hereunto set our hands this 8 day of May, 2001.

EAGLE SPRINGS RESORT

BY:   
DANIEL STETSON

BY:   
CHARLES GORDON

BY:   
MARK STETSON

BY:   
DALE MARTIN

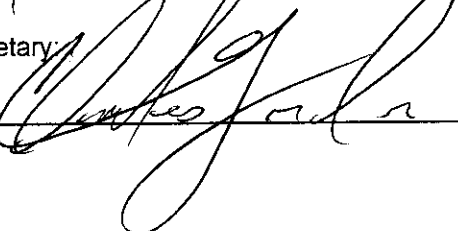
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of The EAGLE SPRINGS RESORT Owner's Association, Incorporated a Tennessee Corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 8 day of May, 2001.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8 day of May, 2001.

Secretary: 

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**EXHIBIT D TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
EAGLE SPRINGS RESORT, A PLANNED UNIT DEVELOPMENT**

**ARTICLES OF INCORPORATION**

**OF**

**THE EAGLE SPRINGS RESORT OWNER'S ASSOCIATION, INCORPORATED**

In compliance with the requirements of Tenn. Code Ann. Sect. 48-1-101 et seq., entitled General Corporation Act, the undersigned, all of whom are residents of Sevier County, Tennessee and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I**

The name of the corporation is **THE EAGLE SPRINGS RESORT OWNER'S ASSOCIATION, INCORPORATED**, hereafter called the "**Association**".

**ARTICLE II**

The principal office of the Association is located at 2788 Windfall Estates Drive, Sevierville, Sevier County, Tennessee 37876.

**ARTICLE III**

**DALE MARTIN**, whose address is 1253 Stetson Lane, Sevierville, Sevier County, Tennessee 37876 is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and control of the improvement of lots and Common Area within that certain tract of property described as:

**SITUATE** in the Fourteenth (14th) Civil District of Sevier County, Tennessee and being more particularly described on the attached Exhibit "A".

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", or any Supplemental Declaration, including any Supplemental Declaration as may be applicable to Resort Interests which Declaration or Supplemental Declaration may be applicable to the property as is recorded or may hereafter be recorded in the Office of the Register of Deeds for Sevier County, Tennessee and as the same may be amended from time to time as therein provided;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; or any Supplemental Declaration to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(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 Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the of 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 to any public agency, authority, or utility for such purposes and subject to such conditions may be agreed to by the members. No

such dedication or transfer shall be effective unless an instrument has been signed by fifty-one (51%) percent of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, shall have the assent of two-thirds (2/3) of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise; and,

(h) Administer any Resort Interest Program and perform such responsibilities as set forth in any Supplemental Declaration.

## **ARTICLE V**

### **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

## **ARTICLE VI**

### **VOTING RIGHTS**

**Section 1.** Every owner of a lot, including by way of example and not limitation any person or entity who owns any Resort Interest, which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have voting members.

**Section 3.** Each member shall be entitled to one (1) vote for each lot owned in all phases of the development. When more than one person holds an interest in any lot, including Resort Interest Owners, all such persons shall be members. 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 lot. Resort Interest Owners shall vote in the Association as provided for any Supplemental Declaration applicable to such Resort Interest Owners.

**Section 4.** In the event the Declarant, its successors and assigns, has a lot leased or rented, the Declarant shall be entitled to one vote for each such lot or dwelling unit and one vote for each lot retained by the Declarant or for each lot developed in future phases of the development.

## **ARTICLE VII**

### **BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of four (4) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Daniel Stetson - 1239 Stetson Lane, Sevierville, TN 37876  
Charles Gordon - 1236 Stetson Lane, Sevierville, TN 37876  
Mark Stetson - 1223 Stetson Lane, Sevierville, TN 37876  
Dale Martin - 1253 Stetson Lane, Sevierville, TN 37876

At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years, one (1) director for a term of four (4) years, and at each annual meeting thereafter the members shall elect one (1) director for a term of four (4) years..

**BK 1225 PG 805**

## ARTICLE VIII

### DISSOLUTION

The Association 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 Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE IX

### DURATION AND MUTUAL BENEFIT

The corporation shall exist perpetually and for the mutual benefit of its members.

## ARTICLE X

### AMENDMENTS

Amendment of these Articles shall require the assent of 67 percent (67%) of the entire membership.

**IN WITNESS WHEREOF**, for the purpose of forming this corporation under the laws of the State of Tennessee, I, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 8 day of May, 2001.

*Daniel E. Stetson*  
DANIEL STETSON, INCORPORATOR

*Charles Gordon*  
CHARLES GORDON, INCORPORATOR

*Mark Stetson*  
MARK STETSON, INCORPORATOR

*Dale Martin*  
DALE MARTIN, INCORPORATOR

*April D. Harmon*      *May 8-2001*  
*Comm. expires*  
*3/2002*



**EXHIBIT A TO THE**  
**ARTICLES OF INCORPORATION OF**  
**THE EAGLE SPRINGS RESORT OWNER'S ASSOCIATION, INCORPORATED**

**SITUATE** in the Fourteenth (14th) Civil District of Sevier County, Tennessee, and being **all of PHASE (1) ONE OF EAGLE SPRINGS RESORT- GROUP HOUSING DEVELOPMENT**, and being more particularly described as follows:

**BEING** all of **Lots 1 through 74** as shown on a plat of **EAGLE SPRINGS SUBDIVISION - PHASE 1** of record in Map Book 4m 3, Page 115 and Map Book \_\_\_\_\_, Page \_\_\_\_\_, both of record in the Register's Office for Sevier County, Tennessee, to which plats specific reference is here made for a more particular description.

**BEING** the same property conveyed to Deer Path Vacations, L.P. by deed from Mildred A. Lunsford, Velma Arwood Maples, James Dexter Arwood, Wilma Arwood Rogers, Ruby Arwood Davis, Edith Arwood Wilson, Lena Arwood Reagan and Linda Arwood Hatcher dated September 28, 2000 and recorded in Deed Book 1119, Page 172 in the Register's Office for Sevier County, Tennessee; and by deed of Tommy Murray, unmarried dated September 28, 2000 and recorded in Book 1119, Page 665 in the Register's Office for Sevier County, Tennessee.

**BK 1225 PG 807**

**EXHIBIT E TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
EAGLE SPRINGS RESORT, A PLANNED UNIT DEVELOPMENT**

**RESTRICTIONS ON USAGE AND BUILDING RESTRICTIONS**

**Section 1. Code Requirements.** All building plans, material and specifications must conform to "Southern Building Code" and Architectural Review Committee.

**Section 2. General Contractors.** All General Contractors building in EAGLE SPRINGS RESORT must be approved by the Architectural Review Committee.

**Section 3. Exterior Walls.** All homes in EAGLE SPRINGS RESORT are to have log exterior walls (interior log walls must be exposed) minimum 8' high. Log or cedar siding only in gabled exterior ends. "Log on Log", "D", and 6 X 12 "chink" style solid logs are examples of acceptable log styles. LOG SIDING ON MAIN EXTERIOR WALLS IS EXPRESSLY PROHIBITED!!!

**Section 4. Porch and Deck Material.** All porch and deck floors must be constructed of high quality water resistance material (5/4 recommended).

**Section 5. Foundations.** All main structure foundations must be constructed of continuous concrete block or solid poured concrete. No "pier" foundation on main structure will be allowed under any circumstance! All exposed concrete foundations must be stuccoed an earth tone color, or foundations can be finished with mountain stone or artificial stone.

**Section 6. Porch Size and Minimums.** All homes shall have a minimum 200 sq. feet porch and covered entrance porch minimum 48 sq. feet

**Section 7. Exterior Stain.** All exteriors shall be stained upon completion and maintained to prevent "natural" discoloration and deterioration of exterior.

**Section 8. Roof.** Primary roof must be minimum 8/12 pitch, other attached roofs 3/12 pitch minimum. Roof surfaces, twenty-five year (minimum) fiberglass architectural shingles, tin (29 gauge minimum), or cedar wood shingles, all roofing materials and colors must be approved by Architectural Review Committee.

**Section 9. Fireplaces.** Fireplace chimneys shall receive written approval of Architectural Review Committee.

**Section 10. Flooring.** Carpet, vinyl, tile, laminate wood and wood are allowed. Consult Architectural Review Committee for specifications.

**Section 11. Insulation.** Insulation shall be approved by the Architectural Review Committee.

**Section 12. Guttering.** All homes must have continuous gutters on both sides to allow for adequate drainage.

**Section 13. Cabinets.** All cabinets installed in the dwelling shall be approved by Architectural Review Committee.

**Section 14. Landscaping.** All landscaping designs, materials, and installation must be approved by Architectural Review Committee prior to construction.

**Section 15. House Location.** House location on lot, site excavation, utilities, driveway/parking areas, and foundation conformation on all lots shall be determined by the Developer. Developer reserves this right to insure that house location conforms to original lot design layout regarding privacy to neighboring homes, preservation of trees, greenways, and access.

**Section 16. Crawl Space Access.** Adequate access to crawl space must be provided and approved by Architectural Review Committee prior to construction.

**Section 17. Land use and building types.** No lot shall be used except for residential purposes and a residential model as approved by the Declarant on the property. Any improvements on a lot for residential purposes shall contain a minimum of 540 square feet inside heated living space, on one floor level.

Nothing contained herein shall prohibit the monthly or overnight rental of said property.

**Section 18. Nuisance.** No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

**Section 19. Animals.** No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot, or in any dwelling.

**Section 20. Outside Antennas.** No outside radio, television antennas or satellite dishes shall be erected on any Lot or dwelling unit within the Properties unless and until permission for the same has been granted by the architectural review committee. The Architectural Review Committee shall not approve a satellite dish greater in diameter than twenty-four (24) inches.

**Section 21. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time, except a temporary construction trailer which shall be removed immediately upon completion of construction.

**Section 22. Signs.** No sign of any kind shall be displayed to the public view on any Lot except a sign approved by the Architectural Review Committee to identify the lot and the owner of the property.

All unapproved signs shall be removed by the Declarant or the Association!

**Section 23. Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in sanitary containers, of a type approved by the Architectural Review Committee. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed in a location that cannot be seen from the street in front of the dwelling.

**Section 24. Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of the Common Area or Lots and Living Units, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**Section 25. Commercial Business.** No commercial business may be maintained on the Common Area or in the Living Units. This shall not exclude the use of a lot for a showcase model by the Declarant or overnight rentals. Resort Interests shall be permitted.

**Section 26. Alterations.** Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Architectural Review committee.

**Section 27. Rules for Common Area.** The Association is authorized to adopt rules for the use of the Common Areas and such rules shall be furnished in writing to the Owners. The voting rights and right to use of the recreational facilities by an owner may be suspended for a period of up to 60 days for violation of such rules. Rules shall not treat Resort Interest Owners differently than owners of lots otherwise.

**Section 28. Sports Apparatus and Equipment.** No basketball standards or fixed sports apparatus shall be attached to any Living Unit or garage or be erected on the Lot of any Unit.

**Section 29. Vehicles and Parking.** No vehicles of any type shall be permanently or semi-permanently parked on the Properties or in the vicinity of any Living Unit or in the Common Area for the purpose of accomplishing repairs thereto, or the reconstruction thereof. This restriction shall also apply to all vehicles not in operating condition. Parking on lots improved with single family dwellings shall be provided by the owner on the lot itself and not in the common area.

**Section 30. Recreation Vehicles.** There shall be no prolonged parking of recreational vehicles, including, but not limited to, camping trailers, boats, motor homes, and the like except in areas specifically designated for this purpose by the Association. Prolonged parking shall be deemed for periods of forty-eight (48) hours or longer. Declarant shall have the right to establish and designate parking areas for recreational vehicles in the common areas.

**Section 31. Commercial Vehicles.** The Association shall have the power to adopt Rules and Regulations concerning the parking of all commercial vehicles on the Properties, Common Area, or individual Lots.

**Section 32. No clear cutting of lots.** There shall be no clear cutting of the trees from any lot. Trees shall be preserved to enhance the natural beauty of the development and only those trees necessary for the construction of buildings, driveways and parking on the property shall be removed. Every effort shall be made to preserve any tree ten (10) or more inches in diameter. Trees shall not be removed without permission of the Architectural Review committee.

**Section 33. Miscellaneous.** All mail boxes, yard decorations and identification signs shall be approved by the architectural review committee. Open clothes lines are prohibited on the premises.