

**THIS INSTRUMENT PREPARED BY SWEET GRASS POA
ORGANIZING COMMITTEE – CHAIRMAN: A.B. COZART,
3331 OLD PLANTATION WAY, MARYVILLE, TN 37804**

Phyllis Lee Crisp, Register
Blount County Tennessee
Rec #: 402134
Rec'd: 60.00 Instrument #: 635205
State: 0.00
Clerk: 0.00
Other: 2.00
Total: 62.00
Recorded
1/28/2011 at 11:17 AM
in
Record Book 2286 Pgs 407-418

**AMENDED DECLARATION OF RESTRICTIONS FOR
SWEET GRASS PLANTATION**

WHEREAS, SWEET GRASS PROPERTY OWNERS ASSOCIATION hereinafter referred to as "SGPOA" represents the owners of certain tracts or parcels of property located in the 12th Civil District of Blount County, Tennessee, being known as Sweet Grass Plantation, Phases 1 and 2, as shown by maps of record in Map File 2458A and Map File 2538B in the Register's Office for Blount County, Tennessee; and,

WHEREAS, the undersigned, desiring to promote the development thereof as a residential subdivision and for the protection of it, its successors in trust or assigns and the protection of future owners of any one or more of said lots; does hereby impose upon the above described property, the following restrictive covenants which shall run with the land, to wit:

1. These covenants are made to amend, change, and correct the Restrictions of record in Record Book 2069, Page 2717, as amended in Record Book 2196, Page 1563, in the Register of Deeds Office for Blount County, Tennessee. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them unless a majority greater than 75% of the property owners in good standing vote to change said covenants in whole or in part. All costs and legal fees incurred as a result of future requested changes shall be paid by the requesting party/parties.

2. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. 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.

4. All numbered lots in the subdivision shall be known and designated as residential lots. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height plus a basement and a private garage.

5. No building shall be located nearer than 40 feet from any front lot line, 35 feet from any rear lot line, and 12 feet from any side lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any part of the building to encroach upon another lot. For purposes of these setbacks, roofed porches shall be considered as a part of the building, uncovered decks shall not be included.

6. Not more than one dwelling house may be erected on any lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot; provided however, said lots may be reduced in size to alleviate an encroachment or a boundary line problem with an adjoining lot.

7. The design and structure of all dwellings shall meet the following requirements in addition to the other requirements stated in this document:

- a) The design concept for the subdivision promotes an open neighborhood atmosphere. Privacy fences are discouraged; but they may be approved by the Architectural Review Committee to provide enclosed play areas for children or to enclose swimming pools. The smallest area possible should be enclosed with privacy fencing. Landscaping, as opposed to fencing, is encouraged to provide visual privacy. Any fencing must be consistent with the perimeter fence of the subdivision. Fences may not extend into the front yard beyond the front corners of the main dwelling. Chain link fences and wood fences are prohibited. Any fences along interior lot lines and along roads shall have a finished look on both sides. Fences shall have a minimum of four masonry corner posts.
- b) No radio or television aerial or antenna, satellite dish, nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot or on any portion of a building lot not occupied by a building or other structure, unless approved by the Architectural Review Committee.
- c) Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Architectural Review Committee.
- d) Roof pitches shall be 8/12 or steeper, unless approved by the Architectural Review Committee and shall consist of laminated dimensional shingle or slate, tile or metal as approved by the Architectural Review Committee.
- e) Hot tubs and in-ground swimming pools are permissible. Above ground pools are prohibited. All must be approved by the Architectural Review Committee and plans should include land contour changes, proposed drainage, erosion potential, or other information specific to the individual lot(s) topography. Pools shall have fencing around them, as outlined in item 7.a. Tennis courts must have attractive landscaping and/or shrubbery screening around them. Drainage from swimming pools or hot tubs (for purposes of filter backwashing and disposal) must be routed to a city sewage drain. Pool pumps, plumbing and filters must be concealed and not be a noise or visual detractor to other residents. All pool equipment and toys must be concealed when not in use.
- f) All driveways to be paved with concrete or other materials approved by the Architectural Review Committee.

- g) No private outside street lights, "Light Watchman" or lighting of similar kind of character shall be erected on any lot without the prior approval of the Architectural Review Committee. Each property owner may erect at his own expense a decorative entrance post light. The placement, design and coloring of the post light must be approved by the Architectural Review Committee. Exterior holiday lighting and decorating may be regulated by the Architectural Review Committee.
- h) All above-ground exterior foundation walls shall be veneered with brick or stone or decorative stucco on stucco houses. Windows must be wood or other premium material unless otherwise approved by the Architectural Review Committee. No aluminum sliding doors will be permitted. No on slab construction shall be permitted.
- i) Homes must have nine (9) foot ceilings minimum height on first floor.
- j) No dryer or stove vents shall be at front of house.
- k) No out-buildings, such as tool sheds, carports, or detached garages, shall be built unless approved by the Architectural Review Committee; any such out-buildings shall be in substantial conformity with the architectural design and materials used for the main dwelling.
- l) All window screens, door screens, porch screens, or any other screens are to be of a dark color. No bright or silver color screens are to be used.
- m) All houses must have a minimum three-car garage that will accommodate at least three large size automobiles, one of which may be located in the basement if there is driveway to same. Garages shall open toward the side or rear of the house unless otherwise approved by the Architectural Review Committee.
- n) All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the residence buildings on the lot and all of same shall be and remain the property of the owner from time to time of each lot. The owner from time to time of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot.
- o) Only one mailbox shall be located on any lot. All mailboxes shall be of masonry construction (brick, stone or stucco) and consistent with materials used in the house. The placement and design of the mailbox must be approved by the Architectural Review Committee.
- p) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored, placed or left on any lot except for purposes of construction of a dwelling or accessory structure on such lot.

nor shall any such building materials or devices be stored on any lot for longer than the length of time reasonably necessary to complete the construction in which such materials or devices are to be used.

- q) No later than thirty (30) days after completion of dwelling all yard areas of such lot must be planted with grass or have other suitable ground cover as approved by the Architectural Review Committee. Prior to occupancy, each dwelling must be completely finished on the exterior, and the driveway appurtenant thereto must have been paved.
- r) Any person undertaking any construction on a lot and the owner of such lot shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any curbing, gutter or street resulting from construction on such lot.
- s) During any construction activities by an owner, or its agents, contractors or employees, the owner shall ensure and require that its lot and dwelling are kept in a reasonably clean and uncluttered condition; and upon completion of the construction activities, such owner shall cause all construction tools and equipment and construction materials and debris to be immediately removed from the lot. Trash and debris generated during construction activities shall be contained in standard size dumpsters or other appropriate receptacles and removed regularly from the lot and shall not be buried or covered on the lot. During construction, all trees, brush and stumps resulting from cutting and clearing activities must be removed from the lot. The owner shall cause all streets, easements, swales and other portions of the subdivision to be kept clear of silt, construction materials and trash resulting from construction activities upon such owner's lot.
- t) No trees, such as Leland Cypress trees, which obstruct the view of others shall be permitted. All landscaping, including but not limited to trees, plants, shrubs and bushes are subject to approval by the Architectural Review Committee.

8. 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.

9. Property is for residential use only. No business or trade is to be conducted on or out of any property. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet used by the builder to advertise the property during the construction and sales period or advertising the property for sale at any time.

12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for commercial purposes and are not a nuisance to the subdivision. Pets shall be carefully maintained by their owners and shall not run free outside their owner's lot, nor shall they run free on their owners

lot, but shall be maintained inside the dwelling. There shall be no kennels or pet enclosures constructed or placed on any lot.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Any waste shall be kept in sanitary containers. All equipment for the storage of such materials shall be kept in clean and sanitary condition and shall be screened.

14. All lots shall be subject to the following minimum square footage requirements for the main dwelling:

- a) Houses with one and one-half or two stories shall contain a minimum of 1,500 square feet on the main level and a total of 3,000 square feet on both floors.
- b) Houses with one floor or one floor and a basement shall contain at least 2,400 square feet on the uppermost level.
- c) Multi-level houses will be considered on an individual basis by the Architectural Review Committee.

The computation of square footage shall be exclusive of porches and garages and shall apply only to finished, heated areas.

15. Recreation Vehicles - Recreational vehicles including camping trailers, boats, motor homes, utility trailers and the like shall be parked in a garage or basement and shall be out of sight to the general public.

16. Parking - All automobiles stored outside on the property must have a current registration and be in operable condition. All residents shall park in the garage or on the driveway. Street parking is limited to visitors. Commercial vehicles shall be parked in a garage.

17. No owner of any lot in the subdivision shall lease the lot or improvements for a term of less than twelve (12) months.

18. A committee shall be created known as the Architectural Review Committee, hereinafter referred to as the "Committee". Said Committee will be composed of three Sweet Grass Plantation property owners. All members of this Committee shall be selected by the Board of Directors. No building shall be erected, placed, altered, or permitted to remain on a building lot in the subdivision until the building plans and specification and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision. If the Committee rejects the plan, the petitioner may request a review by the Board of Directors.

For the purpose of further ensuring the development of Sweet Grass Plantation as a residential area of highest quality and standards, and to ensure that all improvements on each building lot present an attractive and pleasing appearance from all sides and all points of view, the Committee has the exclusive power and discretion to control and approve all of the buildings, structures, materials, landscaping and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, walls, utility yard, delivery, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached, or detached from the main residence shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made unless approved by the

Committee. Plans are required for any alterations (including landscaping) that include proposed changes to the elevation or surface contours of the land or lot. The Committee shall have absolute and exclusive right to refuse to approve any such plan which is not suitable or desirable for any reasons, including reasons connected with potential negative effects on other subdivision land owners.

All plans for construction (new and remodel) should utilize finish colors that are harmonious with each other and be compatible with natural surroundings. All exterior wood must be painted or stained to match the trim of the dwelling.

19. The Developer herein has provided a common area of approximately 5½ acres which is currently planned to be used by the residents as a lake or, in the event the property is deemed by the Developer not to be appropriate as a lake, the area will be dedicated as common area to be used as a park by the property owners. Any repairs or changes in said common area will be the responsibility of Developer until 75% of the lots have been sold or within four years from the sale of the first lot, whichever occurs first. From that point, thereafter, any and all repairs will be the full responsibility of SGPOA.

20. The owner of any lot, by acceptance of the deed thereof, agrees to pay to SGPOA an annual sum amount to be determined annually by SGPOA Board based upon an apportioned amount of expenses for mowing and maintenance of said lot until a house is erected upon said lot. The maintenance fee will be prorated from the time of closing through the remainder of the year. At the beginning of construction of a house upon any lot, SGPOA will refund to the owner the prorated share of the lot maintenance fee for the remaining year. SGPOA shall set annually the amount to be paid as Home Owners Association dues to pay maintenance, insurance, etc. on common areas. Said amount shall be paid as set forth in the Bylaws of the Home Owners Association. Special Assessments may be voted on and assessed from time to time as necessary.

21. The Committee shall have the sole right to grant variances of these restrictions. All such variances and amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, and shall be for the purpose of curing any ambiguity in any inconsistency between the provisions contained herein, to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained. Further, the Committee may release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

REVISED BY-LAWS OF SWEET GRASS PLANTATION HOMEOWNERS ASSOCIATION
(DELETING AND REPLACING THOSE OF RECORD IN RECORD BOOK 2161,
PAGE 2999 IN THE REGISTER OF DEEDS OFFICE
FOR BLOUNT COUNTY, TENNESSEE

ARTICLE I

NAME AND LOCATION: The name of the corporation is SWEET GRASS PROPERTY OWNERS ASSOCIATION, INC., a Tennessee not-for-profit corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located at P. O. Box 6226, Maryville, Tennessee 37802-6226, but meetings of members and directors may be held at such places within the State of Tennessee, County of Blount, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to SWEET GRASS PROPERTY OWNERS ASSOCIATION (SGPOA) 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 real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The Owner, as defined herein, shall be entitled to one vote per lot owned.

Section 5. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, 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 an obligation.

Section 6. "Declarant" shall mean and refer to SGPOA.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Conditions and Restrictions, as amended and revised, applicable to the Properties recorded in the Office of the Register of Deeds for Blount County, Tennessee.

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

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting: Regular annual meetings of the members should be held in the **second quarter of the year** at a time and location as chosen by the Board of Directors.

Section 2. Special Meetings: 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 a quorum of the members who are entitled to vote as set forth in Section 4 herein.

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 e-mail or mailing a copy of such notice, postage prepaid, at least 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the Court House Tax Records or 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.

Section 4. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) 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, 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 prior to the meeting or at the meeting prior to any voting. Every proxy shall only be good for voting at a specific meeting as designated on the proxy.

ARTICLE IV **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number: The affairs of the Association shall be managed by a Board of five (5) Directors, hereinafter referred to as the "Board".

Section 2. Term of Office: At the first annual meeting, the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) or two (2) director(s) for a term of three (3) years as needed to replace the outgoing director(s).

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 shall be made by a Nominating Committee. Nominations may be submitted to the Nominating Committee prior to the issuance of the list of nominees. A member must be in good standing to be a nominee for office. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and one or more

members of the Association. The Nominating Committee shall be appointed by the Board 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 Nominating Committee shall make as many nominations for election to the Board 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 in good standing.

Section 2. Election: Election to the Board shall be by written ballot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular Meetings: Regular meetings of the Board shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings: Special meetings of the Board shall be held when called by the president of the Association, or by any 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 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 members and their guests thereon, and to establish penalties for the infraction thereof;
- b) Suspend the voting rights and right to use of the recreational facilities 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 Declarations;
- d) Possess the option to declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and
- e) Employ a manager, 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 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.
 - 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.
- 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 by the Board 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; and cause the Common Area to be maintained.
- g) Cause a stop work order to be issued to anyone building without approval or other violations of restrictions.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices: The officers of this Association shall be a president, vice-president, secretary and treasurer, who shall at all times be members of the Board of Directors, 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 following the annual meeting and prior to July 1.

Section 3. Term: The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year beginning July 1 unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve. No person shall serve more than two consecutive one year terms in the same office.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall have 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 being replaced.

Section 7. Multiple Offices: No person shall simultaneously hold more than one (1) 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:

- a) **President:** The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.
- b) **Vice President:** 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.
- c) **Secretary:** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; 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.
- d) **Treasurer:** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; 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 selected by the Board 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 an Architectural Review Committee, as provided in the Declaration and a Nominating Committee, as provided in the By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable hours, be subject to inspection by any member by appointment only. 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 considered delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent (10%) 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. Interest, 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.

**ARTICLE XII
AMENDMENTS**

Section 1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of seventy-five percent (75%) of property owners in good standing (present 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 XIII
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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and self this 28 day of JANUARY, 2011.

SWEET GRASS PROPERTY OWNERS ASSOCIATION

BY: *A. B. Cozart*
Printed Name: A. B. COZART

STATE OF TENNESSEE
COUNTY OF BLOUNT

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, A. B. Cozart, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is a property owner in SWEET GRASS PLANTATION, the maker 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 this instrument on behalf of the maker.

Witness my hand and official seal at office this 28 day of January, 2011.

Becky M. Emmerson
Notary Public

My Commission Expires:
Feb. 4, 2014

