

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF

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ECHOTA

A PLANNED UNIT DEVELOPMENT

BY: C. DORMAN BLAINE

C. LEE McCARTER

SUSAN R. McCARTER

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BK 215 PG 720

see offer. made 217 pg 296

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E.DCR (CONDODOCS-D2)

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**ECHOTA**

**A PLANNED UNIT DEVELOPMENT**

THIS DECLARATION, made on the date hereinafter set forth by C. LEE McCARTER AND WIFE, SUSAN R. McCARTER AND C. DORMAN BLAINE with principal offices in Sevierville, Tennessee, 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, 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.

**ARTICLE I**

**DEFINITIONS**

**Section 1. "Association"** shall mean and refer to Echota 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, 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 will be added in a number of sub-phases.

**Section 4. "Common Area"** shall mean all of the roads, walking trails, bicycle trails, fishing ponds and lakes 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 AN AREA FOR AMENITIES SUCH AS POOL, TENNIS COURTS AND CLUB HOUSE, 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 5. "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 area reserved for amenities such as pool, tennis courts and club house, and with the exception of any areas designated or dedicated for a street and any areas reserved for future development and not numbered.

Section 6. "Declarant" shall mean and refer to C. Lee McCarter and wife, Susan R. McCarter and C. Dorman Blaine, their 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 Echota Owners Association, Inc., attached hereto as Exhibit "C".

Section 9. Articles of Incorporation shall mean the Articles of Incorporation of Echota Owners Association attached hereto as Exhibit "D".

## ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area (specifically excluded is any amenities such as pool, tennis courts and club house, 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 (specifically owned by the association) situated upon the common area:

(b) The right of the Association to suspend the voting rights and right to use of the 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 two-thirds (2/3) 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.

(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) Parking rights at single family dwellings, townhomes and mountain villas. Ownership of each lot improved with a single family dwelling, townhome or mountain villa shall entitle the owner or owners thereof to the use



of not less than one automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association may permanently assign one vehicle parking space for each single family dwelling, townhome and/or mountain villa.

(f) Paved Driveways. Each single family dwelling constructed on the lots shall also have a hard surfaced, concrete or paved entrance drive to said single family 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 family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every owner of a lot 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.

**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 I. 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.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in



the Properties and for the improvement and maintenance of the Common Areas, including, but not limited to costs of repairs, maintenance, replacements, additions, management, taxes assessed against the common areas 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, 1994, there shall be no assessment charged by the homeowner's association. ALL MAINTENANCE UNTIL THAT TIME SHALL BE THE RESPONSIBILITY OF THE DECLARANT.

Until January 1, 1996, the maximum monthly assessment for an unimproved lot shall be FORTY-TWO (\$42.00) DOLLARS per unimproved lot. Until January 1, 1996, the maximum monthly assessment for an improved lot with a single family detached dwelling shall be SIXTY (\$60.00) DOLLARS per improved lot with a single family detached dwelling.

Mountain Villas: There shall be a maximum monthly assessment of Sixty (\$60.00) Dollars per month per villa for the mountain villas until January 1, 1994. The assessment shall be a graduated amount based upon the size of the units and will be in an amount greater than that for single family dwellings because the mountain villas will be provided additional exterior maintenance as set out in Article VII(a).

(a) From and after January 1, 1996, 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, 1996, the maximum assessment may be increased each year above that established by the consumer price index by the vote of the Members, 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 any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of 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.

**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 sixty percent (60%) 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.

*currently: +  
what's it*

*role for any  
special assessments*

*60% of votes  
equals quorum*



**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 single family dwelling and may be collected on a monthly basis. Both annual and special assessments for SINGLE FAMILY DWELLINGS and MOUNTAIN VILLAS and TOWNHOMES must be fixed at a uniform rate for each size of SINGLE FAMILY DWELLINGS and MOUNTAIN VILLAS and TOWNHOMES.

**Section 7. Date of Commencement of Annual Assessments.** Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. The Association shall have the authority to transfer and convey portions of the common areas when it is deemed necessary by a majority of the Owners.

- ANNUAL  
ASSESSMENT  
STARTS 1ST  
DAY OF JULY  
at least  
30 days  
before.

**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 struc-



tures and topography by the Board of Directors of the Association, or by an architectural review committee composed of three (3) or more representatives 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 Board, or its designated 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 appointed by the Board 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 colors and materials; drainage, landscaping, driveway materials, building standards and specifications.

IT IS SPECIFICALLY REQUIRED THAT EACH SINGLE FAMILY DWELLING, MOUNTAIN VILLA AND TOWNHOME SHALL CONTAIN A FIREPLACE THAT WILL UTILIZE GAS LOGS ONLY. NO WOODBURNING FIREPLACES SHALL BE ALLOWED OR PERMITTED ON THE PROPERTY, UNLESS GIVEN EXPRESS PERMISSION BY THE ARCHITECTURAL REVIEW BOARD.

#### ARTICLE VI PARTY WALLS

This Section regarding Party Walls shall apply in the areas of the development that are dedicated for "Mountain Villa" or "Townhome type" construction. All such Party Wall Construction shall comply with the standards of the Southern Building Code and the requirements of the City of Sevierville, Tennessee zoning and building codes for firewalls.

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions shall apply thereto.

Section 2. Sharing or Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

- color
- shape
- height
- location
- roof mat.
- ext. color
- drainage
- landscaping
- driveway mat.

## ARTICLE VII 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) **Mountain Villas and Townhomes:** Exterior maintenance upon the Mountain Villas and Townhomes located on the property shall include but not be limited to exterior painting and repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass mowing and general landscaping and parking areas. Exterior maintenance upon the Mountain Villas and Townhomes located on the property shall further include the maintenance of required lighting in the common areas, electrical service and other utility maintenance in the common areas. Such exterior maintenance shall not include glass surfaces.

(b) **Single Family Detached Dwellings:** The Owner's Association shall not be required to provide exterior maintenance to single detached 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 yard, trees, shrubs and general landscaping 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.

(c) **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.

## ARTICLE VIII RESTRICTIONS ON USAGE

**Section 1. Land use and building types.** No lot shall be used except for residential purposes and limited commercial activity for a real estate sales office 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 575 square feet. In the event that in future annexation or development, certain plots of land are designated as "commercial areas" on recorded plats, then such plots may be used for any commercial purposes permitted by applicable municipal and zoning ordinances. 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 except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained



for commercial purposes, and provided further that the Association may regulate the keeping and maintaining of household pets, and provided further that the maximum number of animals per single family detached dwelling and/or mountain villa shall be two (2) small animals. No fenced in areas with dog houses are permitted.

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

**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.

**Section 6. Signs.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**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. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators and open burning is absolutely 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 or real estate sales office by the Declarant.

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

**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, except as permitted by the Rules of the Association. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being operated. 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. All trees shall be preserved to enhance the natural beauty of the development and only those trees necessary for the construction of houses or townhomes on the property shall be removed.

**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.

#### ARTICLE IX EASEMENTS

Easements for the installation and maintenance of 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, AND ELECTRIC SYSTEM FOR THE INSTALLATION AND MAINTENANCE OF WATER, SEWER, TELEPHONE, GAS AND ELECTRICAL 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 X 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. 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 sixty-six and two-thirds percent (66-2/3%) 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 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 be considered as an amendment to Exhibit "A" of the By-Laws and Articles of Incorporation.

**Section 5. Encroachments.** It is understood that the mountain villas or townhomes which adjoin each other and have a party wall built as a part of the original construction of the homes which is placed upon the dividing line between adjoining Lots may encroach on such adjoining Lots due to construction or other reasons. Accordingly, an easement is reserved for such encroachments as are contained in the buildings, whether the same now exist or may be caused or created by construction, settlement, or movement of the building, or by permissible repairs, construction, or alteration. With regard to any differences which may exist in the plat entitled Echota, or in other lands which may be platted or annexed thereto, and the actual party walls and Lot lines which exists on the Properties, the Lot lines and party walls which actually exist shall control over discrepancies in such plats.

**Section 6. Buy Back Option.** In the event that an owner does not commence construction on a lot within three (3) years from the date of recording his deed, the Declarant shall have the option to repurchase the lot at the original sales price plus 8% interest per annum (simple interest).

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this the 9th day of APRIL, 1993.

C. Lee McCarter  
C. LEE McCARTER  
Susan R. McCarter  
SUSAN R. McCARTER  
C. Dorman Blaine  
C. DORMAN BLAINE

STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, C. LEE McCARTER AND WIFE, SUSAN R. McCARTER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 9TH day of APRIL, 1993.

Judge Zimmerman  
NOTARY PUBLIC

My Commission Expires: 11/9/96

BK 215 PG 732

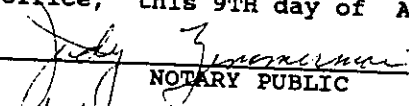


STATE OF TENNESSEE

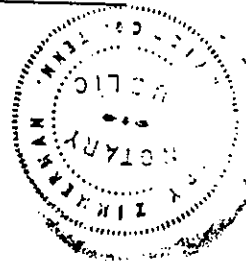
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, C. DORMAN BLAINE, 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.

WITNESS my hand, at office, this 9TH day of APRIL, 1993.

  
NOTARY PUBLIC

My Commission Expires: 11/9/96





**EXHIBIT A TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ECHOTA, A PLANNED UNIT DEVELOPMENT**

**SITUATE** in the Seventh (7th) Civil District of Sevier County, Tennessee and being more particularly described as follows:

**BEGINNING** at an iron pin on the Northerly side of Echota Way approximately 586.43 ft. Northeast of the Old Douglas Dam Road and being a Southwest corner of Lot 25; **THENCE FROM SAID POINT OF BEGINNING** North 38 deg. 13 min. 20 sec. East 506.75 ft. to an iron pin; thence North 27 deg. 12 min. 20 sec. East 431.96 ft. to an iron pin; thence North 26 deg. 33 min. 29 sec. East 164.91 ft. to an iron pin; thence North 63 deg. 19 min. 48 sec. East 317.52 ft. to an iron pin; thence North 60 deg. 47 min. 29 sec. East 247.93 ft. to an iron pin; thence North 18 deg. 29 min. 56 sec. East 377.71 ft. to an iron pin; thence South 71 deg. 30 min. 04 sec. East 80.16 ft. to an iron pin; thence North 76 deg. 45 min. East 163.95 ft. to an iron pin on the East right-of-way line of Climbing Bear Way; thence with the East right-of-way line of Climbing Bear Way, South 13 deg. 15 min. East 169.16 ft. to an iron pin at the point of intersection with Climbing Bear Way and North Smoky Mountain Way; thence with a curve to the left and East with  $R=15.0$  ft. for an arc length of 30.41 ft. to an iron pin; thence with the West right-of-way line of North Smoky Mountain Way, North 50 deg. 36 min. East 20.90 ft. to an iron pin; thence crossing North Smoky Mountain Way, South 39 deg. 24 min. East 139.02 ft. to an iron pin; thence South 59 deg. 30 min. West 100.44 ft. to an iron pin; thence South 30 deg. 30 min. East 120.0 ft. to an iron pin on the North right-of-way line of Soaring Eagle Way; thence with the North right-of-way line of Soaring Eagle Way, South 59 deg. 30 min. West 33.27 ft. to an iron pin; thence crossing said Soaring Eagle Way, South 30 deg. 30 min. East 20.0 ft. to an iron pin; thence with the South right-of-way line of Soaring Eagle Way and with a curve to the right and Northwest with  $R=151.84$  for an arc length of 61.97 ft. to an iron pin; thence leaving Soaring Eagle Way, South 07 deg. 06 min. 56 sec. East 94.89 ft. to an iron pin; thence South 66 deg. 00 min. West 93.72 ft. to an iron pin; thence South 49 deg. 21 min. 21 sec. West 140.16 ft. to an iron pin; thence South 25 deg. 37 min. 35 sec. West 363.51 ft. to an iron pin; thence North 80 deg. 40 min. 41 sec. East 168.0 ft. to an iron pin; thence South 66 deg. 37 min. 48 sec. East 202.77 ft. to an iron pin; thence North 56 deg. 15 min. 40 sec. East 76.52 ft. to an iron pin; thence North 58 deg. 42 min. 45 sec. East 253.37 ft. to an iron pin; thence North 64 deg. 56 min. 30 sec. East 321.95 ft. to an iron pin; thence South 82 deg. 59 min. 30 sec. East 129.18 ft. to an iron pin; thence North 87 deg. 06 min. 20 sec. East 110.04 ft. to an iron pin; thence North 63 deg. 42 min. 18 sec. East 89.26 ft. to an iron pin; thence North 50 deg. 12 min. 25 sec. East 30.0 ft. to an iron pin; thence South 39 deg. 47 min. 35 sec. East 125.0 ft. to an iron pin on the North right-of-way line of South Smoky Mountain Way; thence with the North right-of-way line of South Smoky Mountain Way, North 50 deg. 12 min. 25 sec. East 11.29 ft. to an iron pin; thence crossing said South Smoky Mountain Way, South 39 deg. 47 min. 35 sec. East 150.0 ft. to an iron pin; thence South 50 deg. 12 min. 25 sec. West 149.90 ft. to an iron pin; thence South 77 deg. 12 min. 10 sec. West 222.87 ft. to an iron pin; thence North 82 deg. 59 min. 30 sec. West 147.21 ft. to an iron pin; thence North 02 deg. 28 min. 57 sec. East 29.56 ft. to an iron pin; thence South 73 deg. 04 min. 33 sec. West 159.02 ft. to an iron pin; thence South 68 deg. 22 min. 47 sec. West 119.46 ft. to an iron pin; thence South 57 deg. 06 min. 49 sec. West 133.09 ft. to an iron pin; thence South 56 deg. 34 min. 3 sec. West 124.72 ft. to an iron pin; thence South 51 deg. 18 min. 42 sec. West 126.53 ft. to an iron pin; thence North 36 deg. 07 min. 10 sec. West 86.73 ft. to an iron pin on the South right-of-way line of South Smoky Mountain Way; thence with the South right-of-way line of South Smoky Mountain Way with a curve to the right or Northwest with  $R=545.85$  for an arc length of 201.41 ft. to an iron pin; thence South 76 deg. 31 min. 30 sec. West 13.16

ft. to an iron pin; thence continuing with the curve of the South right-of-way line of South Smoky Mountain Way to the Northwest with R=379.53 ft. for an arc length of 181.34 ft. to an iron pin; thence continuing with the South right-of-way line of South Smoky Mountain Way, North 76 deg. 05 min. 55 sec. West 28.88 ft. to an iron pin; thence leaving said road, South 13 deg. 54 min. 05 sec. West 153.0 ft. to an iron pin; thence North 79 deg. 27 min. West 100.0 ft. to an iron pin; thence South 76 deg. 34 min. 22 sec. West 59.79 ft. to an iron pin; thence with a curve to the left being North and bearing back to the Southwest with R=40.0 ft. for an arc length of 121.44 ft. to an iron pin; thence South 82 deg. 36 min. 52 sec. West 116.29 ft. to an iron pin; thence South 08 deg. 01 min. 43 sec. East 264.38 ft. to an iron pin on the North right-of-way line of Sequoyia Way; thence with the North right-of-way line of Sequoyia Way, South 74 deg. 30 min. West 81.58 ft. to an iron pin; thence with the curve of the right-of-way to the North and right with R=20.0 for an arc length of 25.41 ft. to an iron pin; thence crossing the road South 57 deg. 17 min. 42 sec. West 20.0 ft. to an iron pin; thence with the North right-of-way line with a curve to the Southwest with R=61.42 ft. for an arc length of 102.33 ft. to an iron pin; thence South 62 deg. 45 min. West 43.46 ft. to an iron pin; thence continuing with the road and with a curve to the right and North with R=253.31 for an arc length of 57.47 ft. to an iron pin; thence South 75 deg. 45 min. West 70.0 ft. to an iron pin; thence with a curve to the South and left with R=125.68 ft. for an arc length of 58.55 ft. to an iron pin; thence North 61 deg. 16 min. 13 sec. West 75.85 ft. to an iron pin; thence South 39 deg. 26 min. 58 sec. West 89.05 ft. to an iron pin; thence South 16 deg. 37 min. 24 sec. West 83.54 ft. to an iron pin; thence North 56 deg. 45 min. West 137.76 ft. to an iron pin on the Southeast right-of-way line of Smoky Mountain Way; thence crossing Smoky Mountain Mountain Way and continuing North 56 deg. 45 min. West 26.03 ft. to an iron pin on the Northwest right-of-way line of Smoky Mountain Way; thence with the Northwest right-of-way line of Smoky Mountain Way, North 36 deg. 00 min. East 76.18 ft. to an iron pin; thence with a curve to the right and to the East with R=313.0 ft. for an arc length of 229.44 ft. to an iron pin; thence continuing with the Northwest right-of-way line of Smoky Mountain Way, North 78 deg. 00 min. East 106.78 ft. to an iron pin; thence leaving Smoky Mountain Way and going due North 200.0 ft. to an iron pin; thence North 87 deg. 30 min. West 133.66 ft. to an iron pin; thence North 16 deg. 33 min. 20 sec. West 109.91 ft. to an iron pin on the South right-of-way line of Echota Way; thence with the South right-of-way line of Echota Way, South 73 deg. 26 min. 40 sec. West 206.23 ft. to an iron pin; thence crossing Echota Way, North 16 deg. 33 min. 20 sec. West 20.0 ft. to an iron pin; thence South 73 deg. 26 min. 40 sec. West 114.87 ft. to the point of BEGINNING. The total acreage of lotted area including roadways is equal to 37.6563 acres more or less.

Lots 1 through 11, Lots 18 through 24 are reserved for either planned unit development single family detached dwellings or townhomes and mountain villas. The above described area constitutes Phase I of the Echota Development and other phases may be added by amendment of this Exhibit A from time to time.

EXHIBIT B TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ECHOTA, A PLANNED UNIT DEVELOPMENT  
"COMMON AREAS"

\*  
Common  
AREAS

SITUATE in the Seventh (7th) Civil District of Sevier County, Tennessee and being more particularly described as follows:

- a. Being all of the roads and easements as shown on the plat of Echota Subdivision Phase I dated August 25, 1992, prepared by K.M. Adams, RLS, Tennessee License No. 528, and of record in Map Book 27, Page 330 in the Register's Office for Sevier County, Tennessee. Said roads are described as Echota Way, Smoky Mountain Way, South Smoky Mountain Way, North Smoky Mountain Way, Tsali Way, Soaring Eagle Way, Climbing Bear Way, Walibi Way and Junaluska Way.
- b. There is a 10 ft. easement along either side of all roads for the purpose of utilities, bicycling, walking or road expansion.
- c. There is a 13 ft. easement along either side of North and South Smoky Mountain Way for purposes of utilities, bicycling, walking or road expansion.
- d. Should the streets ever be offered to the City for dedication as a public street system, all streets shall meet the City of Sevierville's street requirements at the time of the offering for said dedication.
- e. There is a 25 ft. utility and transportation easement along the Northern boundary lines of Lots 31, 32, 33, 34, 36, 37, 38, 39, 40, 41 and 42 and part of 43 as shown on the plat of Echota of record in Map Book 27, Page 330 in the Register's Office for Sevier County, Tennessee.
- f. Holding pond located at the intersection of North Smoky Mountain Way and South Smoky Mountain Way as shown on the plat of Echota.

NOTE THAT A 2.3691 ACRE TRACT AS SHOWN ON SAID PLAT OF ECHOTA SUBDIVISION WHICH WILL INCLUDE TENNIS, SWIMMING, PICNIC AREAS, PLAYGROUND AND OTHER AMENITIES ARE NOT COMMON AREAS BUT ARE RETAINED BY THE DEVELOPER FOR USE AND OWNERSHIP BY THE DEVELOPER.



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

**BY-LAWS OF**

**ECHOTA OWNER'S ASSOCIATION, INCORPORATED**

**NAME AND LOCATION.** The name of the corporation is ECHOTA OWNER'S ASSOCIATION, INCORPORATED, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 901 Hardin Hills Road, Sevierville, Tennessee 37862, 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 Echota 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, walking trails, bicycle trails, fishing ponds and lakes 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 an area for amenities such as pool, tennis courts and clubhouse, 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 area reserved for amenities such as pool, tennis courts and club house, and with the exception of any areas designated or dedicated for a street 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, 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 C. Lee McCarter and wife, Susan R. McCarter and C. Dorman Blaine, their 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.

**ARTICLE III**

**MEETING OF MEMBERS**      BK 215      PG 737

**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 the same day of the same month of each year thereafter, at the hour of 7:00 O'clock p.m. 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 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.

**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.

*1/10th constitute  
a quorum*

**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 writ-

*Meeting*



ten 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 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.

*Future Meetings After A Board is created*

**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 monthly 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 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 Declaration;

(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

(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) a late penalty charge to any payments not received within 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 exterior of the dwellings, suites and townhomes to be maintained as provided in the declaration.

*If the  
BOARD wants  
officers*

**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 leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**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 an Architectural Control Committee, 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.

#### **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.

#### **ARTICLE XII**

##### **CORPORATE SEAL**

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

**ECHOTA 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 Echota Owner's Association, Incorporated have hereunto set our hands this 9th day of APRIL, 1993.

C. Lee McCarter  
C. LEE MCCARTER

Susan R. McCarter  
SUSAN R. MCCARTER

C. Dorman Blaine  
C. DORMAN BLAINE

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Echota 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 9TH day of APRIL, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9TH day of APRIL, 1993.

Secretary:

Susan R. McCarter



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

**ARTICLES OF INCORPORATION**

**OF**

**ECHOTA 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 **ECHOTA OWNER'S ASSOCIATION, INCORPORATED**, hereafter called the "Association".

**ARTICLE II**

The principal office of the Association is located at 901 Hardin Hills Road, Sevierville, Sevier County, Tennessee 37862.

**ARTICLE III**

**C. DORMAN BLAINE**, whose address is 411 Lyons Head Drive, Knoxville, Knox County, Tennessee 37919 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 architectural control of the improvement of lots and Common Area within that certain tract of property described as:

**SITUATED** in the Seventh (7th) 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", applicable to the property and recorded or to 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, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the 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;

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(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 two-thirds (2/3) 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 or annex additional residential and/or commercial property and Common Area, provided that any such merger, consolidation or annexation 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.

#### 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 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.

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 three (3) 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:

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; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

## 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

The corporation shall exist perpetually.

## 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 9TH day of APRIL, 1993.

C. L. McCarter  
John R. Klein



**EXHIBIT A TO THE  
ARTICLES OF INCORPORATION OF**

**ECHOTA OWNER'S ASSOCIATION, INCORPORATED**

**SITUATE** in the Seventh (7th) Civil District of Sevier County, Tennessee and being more particularly described as follows:

**BEGINNING** at an iron pin on the Northerly side of Echota Way approximately 586.43 ft. Northeast of the Old Douglas Dam Road and being a Southwest corner of Lot 25; **THENCE FROM SAID POINT OF BEGINNING** North 38 deg. 13 min. 20 sec. East 506.75 ft. to an iron pin; thence North 27 deg. 12 min. 20 sec. East 431.96 ft. to an iron pin; thence North 26 deg. 33 min. 29 sec. East 164.91 ft. to an iron pin; thence North 63 deg. 19 min. 48 sec. East 317.52 ft. to an iron pin; thence North 60 deg. 47 min. 29 sec. East 247.93 ft. to an iron pin; thence North 18 deg. 29 min. 56 sec. East 377.71 ft. to an iron pin; thence South 71 deg. 30 min. 04 sec. East 80.16 ft. to an iron pin; thence North 76 deg. 45 min. East 163.95 ft. to an iron pin on the East right-of-way line of Climbing Bear Way; thence with the East right-of-way line of Climbing Bear Way, South 13 deg. 15 min. East 169.16 ft. to an iron pin at the point of intersection with Climbing Bear Way and North Smoky Mountain Way; thence with a curve to the left and East with  $R=15.0$  ft. for an arc length of 30.41 ft. to an iron pin; thence with the West right-of-way line of North Smoky Mountain Way, North 50 deg. 36 min. East 20.90 ft. to an iron pin; thence crossing North Smoky Mountain Way, South 39 deg. 24 min. East 139.02 ft. to an iron pin; thence South 59 deg. 30 min. West 100.44 ft. to an iron pin; thence South 30 deg. 30 min. East 120.0 ft. to an iron pin on the North right-of-way line of Soaring Eagle Way; thence with the North right-of-way line of Soaring Eagle Way, South 59 deg. 30 min. West 33.27 ft. to an iron pin; thence crossing said Soaring Eagle Way, South 30 deg. 30 min. East 20.0 ft. to an iron pin; thence with the South right-of-way line of Soaring Eagle Way and with a curve to the right and Northwest with  $R=151.84$  for an arc length of 61.97 ft. to an iron pin; thence leaving Soaring Eagle Way, South 07 deg. 06 min. 56 sec. East 94.89 ft. to an iron pin; thence South 66 deg. 00 min. West 93.72 ft. to an iron pin; thence South 49 deg. 21 min. 21 sec. West 140.16 ft. to an iron pin; thence South 25 deg. 37 min. 35 sec. West 363.51 ft. to an iron pin; thence North 80 deg. 40 min. 41 sec. East 168.0 ft. to an iron pin; thence South 66 deg. 37 min. 48 sec. East 202.77 ft. to an iron pin; thence North 56 deg. 15 min. 40 sec. East 76.52 ft. to an iron pin; thence North 58 deg. 42 min. 45 sec. East 253.37 ft. to an iron pin; thence North 64 deg. 56 min. 30 sec. East 321.95 ft. to an iron pin; thence South 82 deg. 59 min. 30 sec. East 129.18 ft. to an iron pin; thence North 87 deg. 06 min. 20 sec. East 110.04 ft. to an iron pin; thence North 63 deg. 42 min. 18 sec. East 89.26 ft. to an iron pin; thence North 50 deg. 12 min. 25 sec. East 30.0 ft. to an iron pin; thence South 39 deg. 47 min. 35 sec. East 125.0 ft. to an iron pin on the North right-of-way line of South Smoky Mountain Way; thence with the North right-of-way line of South Smoky Mountain Way, North 50 deg. 12 min. 25 sec. East 11.29 ft. to an iron pin; thence crossing said South Smoky Mountain Way, South 39 deg. 47 min. 35 sec. East 150.0 ft. to an iron pin; thence South 50 deg. 12 min. 25 sec. West 149.90 ft. to an iron pin; thence South 77 deg. 12 min. 10 sec. West 222.87 ft. to an iron pin; thence North 82 deg. 59 min. 30 sec. West 147.21 ft. to an iron pin; thence North 02 deg. 28 min. 57 sec. East 29.56 ft. to an iron pin; thence South 73 deg. 04 min. 33 sec. West 159.02 ft. to an iron pin; thence South 68 deg. 22 min. 47 sec. West 119.46 ft. to an iron pin; thence South 57 deg. 06 min. 49 sec. West 133.09 ft. to an iron pin; thence South 56 deg. 34 min. 3 sec. West 124.72 ft. to an iron pin; thence South 51 deg. 18 min. 42 sec. West 126.53 ft. to an iron pin; thence North 36 deg. 07 min. 10 sec. West 86.73 ft. to an iron pin on the South right-of-way line of South Smoky Mountain Way; thence with the South right-of-way line of South Smoky Mountain Way with a curve to the right or Northwest with  $R=545.85$  for an arc length of 201.41 ft. to an iron pin; thence South 76 deg. 31 min. 30 sec. West 13.16

ft. to an iron pin; thence continuing with the curve of the South right-of-way line of South Smoky Mountain Way to the Northwest with  $R=379.53$  ft. for an arc length of 181.34 ft. to an iron pin; thence continuing with the South right-of-way line of South Smoky Mountain Way, North 76 deg. 05 min. 55 sec. West 28.88 ft. to an iron pin; thence leaving said road, South 13 deg. 54 min. 05 sec. West 153.0 ft. to an iron pin; thence North 79 deg. 27 min. West 100.0 ft. to an iron pin; thence South 76 deg. 34 min. 22 sec. West 59.79 ft. to an iron pin; thence with a curve to the left being North and bearing back to the Southwest with  $R=40.0$  ft. for an arc length of 121.44 ft. to an iron pin; thence South 82 deg. 36 min. 52 sec. West 116.29 ft. to an iron pin; thence South 08 deg. 01 min. 43 sec. East 264.38 ft. to an iron pin on the North right-of-way line of Sequoyia Way; thence with the North right-of-way line of Sequoyia Way, South 74 deg. 30 min. West 81.58 ft. to an iron pin; thence with the curve of the right-of-way to the North and right with  $R=20.0$  for an arc length of 25.41 ft. to an iron pin; thence crossing the road South 57 deg. 17 min. 42 sec. West 20.0 ft. to an iron pin; thence with the North right-of-way line with a curve to the Southwest with  $R=61.42$  ft. for an arc length of 102.33 ft. to an iron pin; thence South 62 deg. 45 min. West 43.46 ft. to an iron pin; thence continuing with the road and with a curve to the right and North with  $R=253.31$  for an arc length of 57.47 ft. to an iron pin; thence South 75 deg. 45 min. West 70.0 ft. to an iron pin; thence with a curve to the South and left with  $R=125.68$  ft. for an arc length of 58.55 ft. to an iron pin; thence North 61 deg. 16 min. 13 sec. West 75.85 ft. to an iron pin; thence South 39 deg. 26 min. 58 sec. West 89.05 ft. to an iron pin; thence South 16 deg. 37 min. 24 sec. West 83.54 ft. to an iron pin; thence North 56 deg. 45 min. West 137.76 ft. to an iron pin on the Southeast right-of-way line of Smoky Mountain Way; thence crossing Smoky Mountain Mountain Way and continuing North 56 deg. 45 min. West 26.03 ft. to an iron pin on the Northwest right-of-way line of Smoky Mountain Way; thence with the Northwest right-of-way line of Smoky Mountain Way, North 36 deg. 00 min. East 76.18 ft. to an iron pin; thence with a curve to the right and to the East with  $R=313.0$  ft. for an arc length of 229.44 ft. to an iron pin; thence continuing with the Northwest right-of-way line of Smoky Mountain Way, North 78 deg. 00 min. East 106.78 ft. to an iron pin; thence leaving Smoky Mountain Way and going due North 200.0 ft. to an iron pin; thence North 87 deg. 30 min. West 133.66 ft. to an iron pin; thence North 16 deg. 33 min. 20 sec. West 109.91 ft. to an iron pin on the South right-of-way line of Echota Way; thence with the South right-of-way line of Echota Way, South 73 deg. 26 min. 40 sec. West 206.23 ft. to an iron pin; thence crossing Echota Way, North 16 deg. 33 min. 20 sec. West 20.0 ft. to an iron pin; thence South 73 deg. 26 min. 40 sec. West 114.87 ft. to the point of BEGINNING. The total acreage of lotted area including roadways is equal to 37.6563 acres more or less.

Lots 1 through 11, Lots 18 through 24 are reserved for either planned unit development single family detached dwellings or townhomes and mountain villas. The above described area constitutes Phase I of the Echota Development and other phases may be added by amendment of this Exhibit A from time to time.