AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS OF
FOX DEN VILLAGE

INSTRUMENT NO. 35736

WHEREAS, a certain number of restrictions and covenants have been recorded applicable to Fox Den Village Subdivision, which restrictions are recorded in the following Books and Pages: Deed Book 1513, Page 881; Deed Book 1460, Page 431; Deed Book 1438, Page 85; Deed Book 1455, Page 627; Deed Book 1460, Page 433; Deed Book 1460, Page 431; Deed Book 1514, Page 468; Deed Book 1516, Page 612; Deed Book 1460, Page 934; Deed Book 1441, Page 964; Deed Book 1453, Page 429; Deed Book 1391, Page 750; Deed Book 1436, Page 926; Deed Book 1486, Page 1065; Deed Book 1461, Page 986; and Deed Book 1717, Page 771; said restrictions and covenants being applicable to all of the units of Fox Den Village.

WHEREAS, pursuant to the covenants and restrictions hereinabove recited, the owners of seventy-five (75) per cent or more of the plotted lots shown on the plats of record of the various units of Fox Den Village, said maps being of record in the Register's Office for Knox County, Tennessee, have the right to amend or alter the above mentioned covenants and restrictions.

WHEREAS, in order to make uniform the covenants and restrictions of all units of Fox Den Village, the owners of seventy-five (75) percent of the platted lots in all of Fox Den Village have voted to adopt the following amended covenants and restrictions, and in order to facilitate doing so, have nominated and appointed as their agent, the Fox Den Homeowners Association, Inc. for the purpose of executing this Amendment to said covenants and restrictions.

NOW, THEREFORE, in consideration of the premises and for the mutual benefit and valuable consideration, the Fox Den Homeowners Association, Inc., acting on behalf of seventy-five (75) per cent of the owners of the lots in all of Fox Den Village, do hereby restrict the use of all land included and hereby placed upon said land, the following covenants and restrictions to run with the title to said property. Any grantee of any Deed conveying any lot or lots, parcels or tracts shown on said plat of any parts or portions thereof shall be deemed by the acceptance of such Deed to have complied with all of the covenants and restrictions and to have covenanted to observe, comply with and be bound by all the covenants and restrictions as follows:

1. Homeowners Association. A non-profit corporation has been formed, and is known as the Fox Den Homeowners Association, Inc., hereinafter referred to as the "Association", to be comprised of all persons or entities owning lots platted in Fox Den Village. Said Fox Den Homeowners Association, Inc. shall be governed by a Board of Directors, which shall be elected in an annual election to be held in January. Each person or entity owning a lot shall have one (1) vote for each lot owned. A minimum number of 12 Board of Directors shall be elected each year to serve a term of two (2) years.

2. Purpose of the Association. The purpose of the Association shall be to insure the health, safety, and welfare of the residents of Fox Den Village.

3. Annual Dues. The Association, through its Board of Directors, shall have the power to fix and determine the initial annual dues to be paid by each owner of each lot in the amount necessary and adequate to provide for the common expenses of the Association. The procedure for the determination of such annual dues shall be set forth in the by-laws of the Association. Annual dues shall commence on lots when sold by the original developers of Fox Den Associates or its successors. All owners of each lot shall be personally responsible for the payment of annual dues.

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

5. Amount of Annual Dues. The annual dues shall be $35.00. Except as provided below, all lots with houses that have been occupied shall be equally assessed. The Board of Directors of the Association may, in its discretion, set different dues assessments for vacant lots; lots with houses upon them that have never been occupied, and lots that are used along with one or more other lots for one dwelling. The Board of Directors of the Association will have the right to recommend an increase in the annual dues. However, this increase must be approved by a majority vote of those members attending the regular annual Homeowners' meeting.

6. Effect of Non-Payment of Annual Dues. If the annual dues are not paid on the date when due, as determined by the Board of Directors of the Association, then such annual dues shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such annual dues, however, shall remain his personal obligation for the statutory period and shall not pass to his Successors in title unless expressly assumed by them. If the annual dues are not paid within thirty (30) days after the delinquency date, the payment shall bear interest from the date of delinquency at the rate of 12 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 there shall be added to the amount of such payment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the payment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action and any other reasonable expenses of the Association in collecting the annual dues.

7. Remedies. If any person, firm or corporation or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Board of Directors of the Association or any person or persons owning any lot on said land; (1) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants of restrictions, and or (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations, and/or to have any such violation removed from the lot or cured. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, its successors or assigns, to enforce any covenant or restrictions or any obligation, right, power, privilege, authority or reservation herein contained however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. If the Association or any person or persons owning a lot shall successfully prosecute in law or equity an action pursuant to this section, then that party shall be entitled to receive its reasonable attorney's fee and the costs reasonable necessary to prosecute the case against the party violating the covenants and restrictions herein. In order to recover attorney fees, and other costs hereunder, the party prosecuting the case shall give the violator written notice of the violation at least fifteen (15) days prior to instituting suit.

8. Architectural Review Board. An entity, known as the Architectural Review Board, herein referred to as Board, shall be formed as herein provided. The Board shall be comprised of five (5) owners of lots in Fox Den Village. The selection and terms of such Board shall be determined by the Board of Directors of the Fox Den Homeowners Association, Inc. The Fox Den Homeowners Association, Inc., acting through the Architectural Review Board, shall have all the rights and powers that the Developer held in the original Declaration of Covenants and Restrictions as amended herein.

9. Review/Approval of Improvement. For the purpose of further ensuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Board reserves the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements of each building plot in the manner and to the extent set forth herein. No residence or structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto be made unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, flood plans, exterior color schemes with paint samples, location and orientation on the building plot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Board shall require, including, if so required, plans for grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Board and until a copy of all such plans and specifications, as finally approved by the Board, have been filed permanently with the Board. The Board shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Board may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.

10. Plans and Drawings. In its discretions, the Board may require plans and specifications to be prepared by qualified, registered architects, or review to improve by registered architects, for the specific use of the property owner submitting the same. Said plans and specifications shall consist of whatever detailed drawings are deemed necessary by the Board in determining the desirability of the improvements.

11. Time to Act. In the event the Board fails to approve or disapprove such building plans and specifications for thirty (30) days after the same have been submitted to it as required, the approval of the Board shall be presumed and provisions of paragraph 9 shall be deemed as being complied with. However, no residence or other building, structure, or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected to allowed to remain on any part of a building plot on said land.

12. Deposit. In its discretion, the Board may require a deposit in an amount it deems suitable to ensure that each person submitting plans to it adheres to the submitted plans in all respects. In the event that the Board determines that a deposit is necessary before a new structure or an improvement can be built, no building on said lot shall begin until such deposit is received by the Board. In the event that the plans submitted to the Board are not complied with in all respects or do not comply with provisions of these covenants and restrictions, then the Board may deem that the deposit shall be forfeited to the general fund of the Fox Den Homeowners Association. Deposits refunded shall be refunded with such interest as said deposits have drawn following deposit with the Board. The remedies under this paragraph are not exclusive, but-are in addition to the remedies provided herein. Even in the event of forfeiture of deposit, the Board and/or others may elect to pursue all other remedies available hereunder.

13. Use of Lots. The term "lots" as used herein shall refer to the numbered lots in the numbered blocks as shown on said plat. The lots shown on said plat shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any lot or building plot on said land other than one single family residence. Without the prior approval of the Board, the height of the main residence on each building plot shall be not more than two full stories above the normal surface of the ground. No building at any time situated on any lot or building plot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes or as .a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are approved by the Board of Directors of the Association (see paragraph 30). No building situated on any lot or building plot shall be rented or leased separately from the rental or lease of the entire property and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or other transient accommodations. No duplex residence, garage apartment or apartment house shall be erected or allowed to remain on any lot or building plot and no building on any lot or building plot at any time shall be converted into a duplex residence, garage apartment, or apartment house. No guest house shall contain any cooking facilities or equipment.

14. Square Footage. The Board shall have the right to approve or disapprove the square footage of any plans submitted if in its opinion the size of the proposed residence is not in keeping with other surrounding residences.

15. Utility Yards/Screening. Heating and air conditioning equipment and other such devices located outside the residence must be attractively enclosed by live evergreen bushes, shrubs, trees, or fences. Above ground garbage containers must also be properly screened or enclosed within a utility yard. If a utility yard is used, it shall be walled or fenced using materials and having a height approved by the Board.

Utility yards are to be used to contain pet houses, trash containers and other unsightly materials or structures, etc. All objects contained within a utility yard should be obscured from view and not protrude above the height of the enclosure. Clothes lines are specifically prohibited in the Development as are other miscellaneous structures and objects deemed by the Board as being unsightly.

16. Detached Outbuildings. No detached outbuildings as said term is defined herein shall be erected or allowed to remain on any part of any building plot on said land without approval from the Board. The term "detached building" as used in these covenants and restrictions means any garage, carport, quarters for domestic servants, laundry room, tool shed, work shed, hothouse, greenhouse, guest house, summer house, outdoor fireplace, barbecue pit, and any other J structure of any kind which extends more than three feet above the normal surface of the ground and which is detached from the single family residence that is located on such building plot.

17. Building Restriction Lines and Easements. Front and rear building restriction lines are shown on each plat. Additionally, specific easements are shown. All interior lots (lots not contiguous to one or more access ways) have a 5 foot easement defined along the interior side lines. Refer to Exhibit “A”.

(a) No buildings or any kind of permanent structure or any part of same, except drives, walks, mailboxes or post lights shall be erected, placed or allowed in the area of any building plat between the access way and the front building restriction line.

(b) Nothing other than vegetation may be placed within the easement existing along the interior side lines. Any wall, fence, hedge, planting or any other approved structure or improvement existing within any other easement areas designated by the plat shall be removed by the owner, if an when requested by the Board. Driveways may be placed within the interior side line easement with prior approval of the Board.

(c) Any allowable structure that is less than three (3) feet above the ground in height may be placed in the area between the rear building restriction line and back line. This subparagraph specifically reinforces, and should in no case be interpreted to contradict, deed restrictions included in deeds to certain lots containing pedestrian easements that contradict the erection of any structure within the easement area that would restrict and/or impede pedestrian passage therein.

(d) No part of any building or any kind of permanent structure (except drives and walks) can be erected closer than 10 feet from the interior side lines of the plot.

18. Prohibited Activities. No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

19. Trees and Shrubbery. No owner of a building plot shall plant or place any shrubbery, hedge, trees, or other plantings on any part of said land lying outside the owner's building plot. 'No living tree having a diameter greater than ten inches, breast high, may be cut on any of said land without first obtaining the written consent of the Board, except such trees as shall be growing within twenty feet of the residence.

20. Swimming Pools. All swimming pools and cabanas must be enclosed within an approved fence that prevents entry except through a gate which must have a suitable latch. The Board will have complete jurisdiction over the acceptability of such fence and gate from both an aesthetic, functional and safety viewpoint.

21. Garages. All residences must have an attached carport or enclosed garage with a capacity for at least two automobiles. Garages shall be located so that all entrances shall not be visible from any location within the extension(s) of the building lines.

22. Vehicle Parking. Except for private automobiles, all wheeled vehicles and boats must be kept or parked inside an attached garage or carport. No commercial vehicle of any kind may be left parked in a driveway for periods exceeding 8 hours during normal working hours. No resident's car(s) shall be parked in the street on a regular basis.

Private (non-commercial) vehicles of the occupants and guests may be parked in the driveway so long as the vehicle is moved at lest every 48 hours and is kept in regular use.

23. Nameplates. A plat showing the street number of the residence shall be placed on each building plot on which a building is located, and at the option of the property owner, a name plate showing the name of the owner may also be placed on such building plot. However, the size, location, design and type of material for each such plat shall first be approved by the Board.

24. Window Air Conditioners. Unless the prior approval of the Board has been obtained, no window air conditioning units shall be installed in any side of a building which faces an access way.

25. Underground Utilities. All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each building plot shall be concealed and located underground so as no to be visible. Electric service is provided by Lenoir City, Tennessee, through underground primary service lines running to transformers.

26. Prosecution of Construction. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Board must be completed in accordance with said plans and specifications within eight months after the start of the first construction upon *each* building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. During construction on any building plot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such building plot from the access way only at such location as shall be approved by the Board, and such vehicles shall not be parked at any time on the access way or ways or upon any property other than the building plot on which construction is proceeding.

27. Driveways. Prior to completion of construction, the property owner shall install a suitable paved portion of the abutting access way to his garage. The design and type of material for such driveway shall first be approved by the Board.

28. Vacant Lots, Temporary Structures. No picnic areas or structures of any kind shall be erected or permitted to remain on any building plot prior 'to the start of construction or a permanent residence thereon. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

29. Temporary Living Quarters. No trailer, basement, garage, or any out-building of any kind shall at any time be used as a residence either temporarily or permanently.

30. Signs. No sign of any character shall be displayed or placed upon any building plot, yard, structure, easement, in the greenbelts or any other entrance into Fox Den Subdivision without prior written approval from the Board of Directors of the Association.

31. Electronic Equipment, Antennas. No radio or television aerial or antenna 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 plot or on any portion of any building plot nor occupied by a building or other structure unless and until the location, size and design thereof shall be approved by the Board of Directors' of the Association. The provisions of this paragraph shall also apply to equipment or devices located wholly within a utility yard.

32. Incinerators, Rubbish Containers. No garbage or trash incinerators shall be placed or permitted to remain on a building plot or any part thereof. Garbage, trash and rubbish shall be removed from the building plots in said subdivision only by services or agencies approved in writing by the Board of Directors of the Association. After the erection of any building on any building plot, the owner shall keep and maintain on said plot covered garbage containers in which all garbage shall be kept until removed from the building plot. Such garbage containers shall be kept at all times, at the option of the building plot owner, either within a utility yard or within underground garbage receptacles located on the building plot or on the access way at such locations as shall be approved by the Board of Directors of the Association. Any such underground receptacles shall be constructed so that garbage containers will not be visible.

33. Mailboxes. Each residence shall erect an approved mailbox-for the purpose or receiving mail and newspapers. If and when the United States Postal Service and the newspaper(s) involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on request of the Board of Directors of the Association shall replace the boxes or receptacles previously employed with wall receptacles attached to the residence. Each property owner shall maintain his mailbox so that its appearance remains attractive. If damaged, the owner shall repair the damage as soon as practicable.

34. Animals. Not more than two dogs, not more than two cats, not more than four birds, and not more than four rabbits may be kept on a single building plot for the pleasure of occupants. No other animals of any kind shall be kept, permitted, raised or maintained. No animals of any kind can be kept for commercial breeding purposes. If any such permitted animals or birds shall, in the sold opinion of the Board of Directors of the Association become dangerous or an annoyance or nuisance in the neighborhood or nearby property, or destructive of wild life, they may not thereafter be kept on the building plots. Birds and rabbits must be caged at all times.

It shall specifically be the duty of each homeowner to see that his dog does not roam the area and be a nuisance to the golfers and homeowners. Failure to do so will be cause for the Board of Directors of the Association to take legal action against the homeowner. All dogs must be kept on a chain or in a confined area when the owner is not on the premises.

35. Wells. No artesian wells may be drilled or maintained on any building plot without first obtaining the consent of the Board. No individual water supply system or well shall be permitted on any building plot except solely for use to supply water for use on the building plot for air conditioning and hearing installations, irrigation purposes, swimming pools, or other exterior use.

36. Sewage Treatment. Unless and until a sewage treatment plant and collection system shall be provided to serve said land, a septic tank and drain field shall be placed in accordance with local health codes on each building plot by the property owner. When and if such central sewage treatment plant and collection system is provided, each owner of a building plot to which such system is made available shall, at his expense, connect his sewage disposal lines to the sewage collection line provided to serve the owner's building plot so as to comply with the requirements of such sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or approved by the First Utility District of their successors. After such connections, each such property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal, or access way.

37. Easements. The Board, for itself and its successors and assigns, hereby reserves and is given a perpetual alienable, and reasonable easement, privilege and right on, over and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in over and under all of the easements shown on said plat (whether such easements are shown on said plat to be drainage, utilities or other purposes) and on, in, over and under a 5 foot strip at the back of each lot and on, in, over and under a 5 foot strip along the interior side lot lines of each lot shown on said plat, and the Board shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph 37. The owners of the lot or lots subject to the privileges, rights and easements referred to in this paragraph 37 shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Board and its successors and assigns.

38. Replatting of Lots. The platted lots shall not be resubdivided or replatted except as provided in this paragraph. Any lot or lots shown on said plat may be resubdivided or replatted (by Deed or otherwise) only with the prior approval of the Board and with such approval may be subdivided or replatted in any manner which produces one or more building plots each of which shall meet the requirements of this paragraph. The several covenants, restrictions, easements and reservations herein set forth shall thereafter apply to the lots as resubdivided or replatted instead of applying to the lots as originally platted except that no such resubdivision or replatting shall affect easements shown on said plat.

39. Lakes.

(a) Lakes are located in the near vicinity of said plat and the Board of Directors of the Association and/or its successors and grantees shall have the sole and absolute right, but no obligation, to control the water level of said lakes and control the growth eradication of plants, foul, reptiles, animals, fish, and fungi in and on said lakes.

(b) No boats, rafts or floating objects of any kind shall be brought or operated on these lakes and no swimming shall be allowed therein.

(c) The Board of Directors of the Association, its successors or grantees, retains the absolute right to establish, from time to time, rules and regulations relative to use and enjoyment of these lakes.

(d) No rocks or stones, trash, garbage, sewage waste water (other than surface drainage and water discharged from swimming pool), rubbish, debris, ashes, or other refuse shall be deposited on or in these lakes.

40. Maintenance of Plots. The owner of each building plot, whether such plot be improved or unimproved, shall keep such plot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such plot at all times in a neat and attractive condition. In the event the owner of any building plot fails to comply with the preceding sentence of this paragraph, the Board of Directors of the Association shall have the right, but not obligation, to go upon such building plot and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Association on demand. Said expense shall be a lien upon the building plot pursuant to the provisions in paragraph 6.

41. Approval Required. Wherever in these covenants and restrictions the consent or approval of the Board of Directors of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. In the event the Association fails to act on any such written request within 30 days after the same has been submitted to the Association as required above, the consent or approval of the Association to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants or restrictions herein contained.

42. Amendments. The Board of Directors of the Association reserves and shall have the right:

(a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained,

(b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein,

(c) 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, and

(d) to release any building plot from any part of the covenants and restrictions which have been violated (including without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Association, in its sole judgment, determines such violation to be a minor or insubstantial violation.

43. Amendments. In addition to the rights of the Board of Directors of the Association provided for in paragraph 42 hereof, the Association reserves and shall have the right, with the consent of the persons then owning seventy-five (75%) per cent or more of the platted lots shown on the plat of Fox Den Village to amend or alter these covenants and restrictions and any parts thereof in any other respects.

44. Other Restrictions. No property owner, without the prior written approval of the Board of Directors of the Association, may impose any additional covenants or restrictions on any part of the land shown on the plat of Fox Den Village.

45. Continuation of Restrictions. The covenants and restrictions as amended and added to, from time to time, as provided for herein, shall subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 1994, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 1994, or within six months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then owners of a majority of lots shown on said plat of Fox Den Village shall be placed on record in the office of the Register of Deeds of Knox County, Tennessee, in which written agreement of any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in paragraph 45, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

46. Post Light. Each property owner will be required to erect at his own expense a decorative entrance post light. The placement, design and coloring of the post light must be approved by the Board.

47. Golf Course Lots. The landscaping plan for the areas of any for of block of future lots within fifty (50) feet of the boundary of the lot or block line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot or block landscaping plans must be approved by the Board.

48. Golf Course Easement. There is reserved to the Board, Fox Den Associates, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each lot adjacent to the fairways or greens of the Fox Den Golf Course. This reserved easement shall permit the Board, its agents, successors or assigns, at its election, to go to any fairway lot at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal or underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot lines bordering the fairway; provided, however, that the above described maintenance and landscaping rights shall apply to the entire lot until there has been filed with the Board a landscaping plan for such lot by the owner thereof, or in the alternative, a residence constructed on the lot.

49. Players Easement. Until such time as a residence is constructed on a lot, the Board, its agents, successors or assigns, reserves and easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such Easement Area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot, or in any way commit a nuisance while on such lot. After construction of a residence on a Golf Fairway Area lot, the country club shall place "out of bounds" markers on said lot.

50. Golf Course Lots. Owners of golf fairway lots shall be obligated to refrain from any actions which would detract from the playing qualities of the Fox Den Golf Course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a lot when the smoke would cross on to the fairway, and the maintenance of unfenced dogs or other pets on the lot under conditions interfering with play due to their loud barking, running on the fairway, picking up balls or other like interferences with play.

51. Headings. The headings contained herein are for convenience only and are not to be considered interpreting or construing these restrictions.

52. Severability of Restrictions. The covenants and restrictions contained herein are severable. In the event that a Court of competent jurisdiction should declare any provision herein invalid, the remaining provisions shall remain in full force.

53. Effective Date. These covenants shall take effect upon being properly recorded in the Register's Office of Knox County, Tennessee.

54. Retroactive Effect. Any amended covenants adding additional restrictions shall not have retroactive effect and shall not apply to structures previously constructed in compliance with the original covenants. The enforcement provisions (as outlined in paragraph 7) can be used to enforce violations existing under the original covenants. The provisions concerning payment of dues by lot owners shall apply to all lots and houses whether constructed before or after the effective date of these covenants.

FOX DEN HOMEOWNERS ASSOCIATION, INC.

BY:_____

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the _____ of FOX DEN HOMEOWNERS ASSOCIATION, INC., the within named bargainer, a corporation, and that he as such _____ , being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

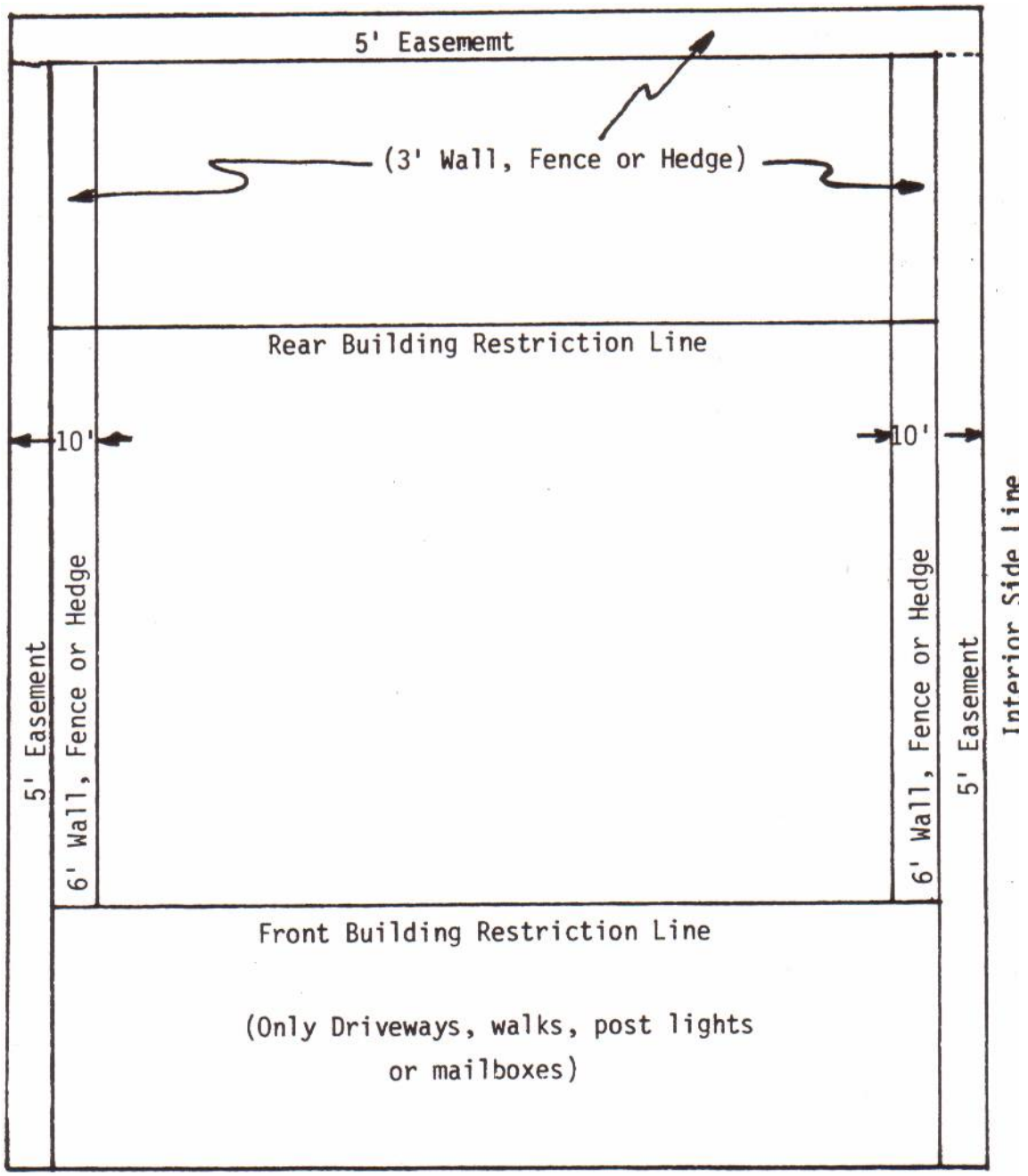
Witness my hand and official seal at office in Knox County, this the _____ day of _____, 1985.

_____
Notary Public

My Commission Expires:
_____

55. The conditions of Unit 11 applicable to Recreation Areas shall remain as shown in Deed Book 1546, Page 612.

EXHIBIT "A"



Recorded in BOOK 1886 PAGE 934