

materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot, There is hereby reserved in favor of the Association the determination of the method of garbage disposal, that is whether it shall be through public authority or through private garbage disposal service. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot.

Section 7. Access. No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot or other portion of the Properties unless the express written consent of the Association first shall have been obtained. This restriction shall not limit the provisions as contained in Article III, Section 3 regarding expansions, mergers or additions of Lake Norris Landing subdivision.

Section 8. Driveways and Culverts. Each Lot must be accessible to an adjoining Street by a driveway suitable for such purposes before the residential structure located on any such Lot may be occupied or used. No Owner may block any drainage ditch (including road ditches). The specifications for and construction of all drain tiles or culverts in any drainage ditch, whether to be installed in connection with a driveway or otherwise, must be approved by the Association. All driveways shall be constructed of asphalt, concrete, brick or stone material and shall be completed within six (6) months after residence is either ready for occupancy or occupied.

Section 9. Minimum Lot Area. Any lot over 4 acres maybe subdivided one time creating no more than two lots where each lot is over 1 acre. All subdivided lots must become a part of and abide by the HOA and adhere to state and local zoning as well as being approved by Claiborne County Planning Commission.

Section 10. Lot Maintenance. All Lots containing grass areas shall be mowed at least three times yearly, first time between May 1 and June 15, the second time between June 16 and July 31 and the third time between August 1 and September 30. If the Lots are not mowed as provided above and the grass areas exceed at least 10 inches, the Association in its sole discretion will mow the Lots and the land Owners will be billed at the actual cost of mowing the lot plus an additional \$50. Failure of the landowner to pay the bill shall constitute a lien against the Property and the landowner will be subject to all of the stipulations and requirements as outlined in conjunction with the maintenance fee.

ARTICLE X

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the effective date hereof and ending December 31, 2022. During such initial term the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of seventy-five (75%) percent of the Lots in the properties as properly recorded in the Register of Deeds of Claiborne County, Tennessee. Upon the expiration of such initial term said covenants and restrictions (as changed, if changed), and the enforcement rights relative thereto shall be automatically extended for successive periods of ten (10) years. During such ten (10) year extension periods, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then Owners of not less than fifty-one (51%) percent of all the Lots in the Properties as properly recorded in the Register of Deeds of Claiborne County, Tennessee.

Section 3. Amendment by Declarant. The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical errors, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 4. Interpretation. If this Declaration or any word, cause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 5. Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 6. Notices. Any Notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 7. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to companies, corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 8. Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions, or provisions hereof, which shall remain in full force and effect.

ARTICLE XI

Ratification: Declarant and Current Land Owner

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, and the current Land Owner have executed this Declaration to be effective this the 03 day of November, 2010.

NLP ONE, LLC

 DECLARANT

BY: Michael E. Cox

ITS: Chief Manager

BK/PG: 1322/596-618
10034793

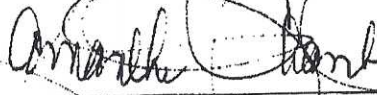
24 PGS: AL - RESTRICTIONS	
KIM BATCH: 32736	11/03/2010 - 02:00 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	120.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	122.00

STATE OF TENNESSEE, CLAIBORNE COUNTY
KIMBERLY H. REECE
REGISTER OF DEEDS

STATE OF TENNESSEE
COUNTY OF CLAIBORNE

Before me, on this day, personally appeared, Michael E. Cox, Chief Manager of NLP One LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge that he executed same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Limited Liability Company.

Given under my hand and seal of office, this the 3rd day of November, 2010.


NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

This Instrument Prepared By:

John D. Barry Tarrant, ESQ
Title Specialists, Inc.
8848 Cedar Springs Lane, Ste. 202
Knoxville, Tennessee 37923



This instrument prepared by:

J. Michael Winchester, Esq.
Melinda Meador, Esq.
Winchester, Sellers, Foster & Steele, P.C.
Suite 1000, First Tennessee Plaza
800 South Gay Street
Knoxville, TN 37929
Phone: (865) 637-1980

**SECOND AMENDMENT/SUPPLEMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS OF
LAKE NORRIS LANDING
A Residential Subdivision Located on Norris Lake
State of Tennessee
County of Claiborne**

This Second Amendment/Supplement to the Declaration of Covenants and Restrictions of Lake Norris Landing, hereafter referred to as the "Declaration", is made and executed in Knox County, Tennessee, this the 30th day of December, 2013, by First Tennessee Bank National Association, as Assignee of the Federal Deposit Insurance Corporation, as Receiver for Mountain National Bank, hereafter referred to as "Declarant", with its principal office in Knox County, Tennessee, for itself, its successors, grantees and assigns, pursuant to the Declaration.

WHEREAS, on November 3, 2010, the original Declarant, NLP One, LLC, executed the "Declaration of Covenants and Restrictions of Lake Norris Landing", which was subsequently recorded in Book 1322, Page 595, in the Register's Office for Claiborne County, Tennessee;

WHEREAS, on May 20, 2011, the original Declarant executed the First Amendment/Supplement of Declaration of Covenants and Restrictions of Lake Norris Landing, which was subsequently recorded in Book 1335, Page 373, in the Register's Office for Claiborne County, Tennessee;

WHEREAS, the Declaration of Covenants and Restrictions of Lake Norris Landing provided that the Association By-Laws would also be recorded in the Register's Office for Claiborne County, Tennessee;

WHEREAS, on October 10, 2012, the original Declarant assigned all rights as Declarant to Mountain National Bank, as subsequently recorded in Book 1398, Page 275, in the Register's Office for Claiborne County, Tennessee, and as Instrument No. 201312120036634, in the Register's Office for Knox County, Tennessee;

WHEREAS, Mountain National Bank was subsequently placed into Receivership by the Federal Deposit Insurance Corporation, and its assets were, in pertinent part, sold to First Tennessee Bank National Association, such that First Tennessee Bank National Association, as Assignee of the Federal Deposit Insurance Corporation, as Receiver for Mountain National Bank, is now Declarant;

WHEREAS, pursuant to Article X, Section 3 of the Declaration, Declarant has reserved the right at any time, without the joinder or consent of any other party, to amend the Declaration for the purpose of correcting any ambiguity or inconsistency appearing within it, provided that any such amendment is consistent with and in furtherance of the general plan and scheme or other rights of any Owner.

NOW, THEREFORE, pursuant to the powers reserved to the Declarant in the Declaration, the Declarant does hereby declare the following, which shall become a part of the original Declaration of Covenants and Restrictions of Lake Norris Landing and be binding upon all Owners as such:

The Declaration is hereby amended to substitute and replace, wherever it occurs in the Declaration, the word "Director" for the word "Trustee", and the phrase "Board of Directors" for the phrase "Board of Trustees".

The Declaration is also hereby amended to attach the Amended and Restated By-Laws of Lake Norris Landing Homeowners Association, Inc., recorded herewith as Exhibit A to this Second Amendment/Supplement, which shall become a part of the original Declaration of Covenants and Restrictions of Lake Norris Landing and be binding upon all Owners.

IN WITNESS WHEREOF, the undersigned, being the duly-appointed representative of Declarant herein, has executed this instrument, this the 30th day of December 2013.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, AS ASSIGNEE OF THE FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR MOUNTAIN NATIONAL BANK, DECLARANT

By: [Signature]

Its: [Signature]



STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me on this day personally appeared R. Blake Hauk, Senior Vice President, First Tennessee Bank National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge that he executed same for the purposes expressed therein, in the capacity stated therein, and as the act and deed of Declarant for Lake Norris Landing Subdivision.

Given under my hand and seal of office this the 30th day of December 2013.

[Signature]
Notary Public

My commission expires: 8/29/15

AMENDED AND RESTATED BY-LAWS
LAKE NORRIS LANDING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.

NAME AND LOCATION

The name of the mutual benefit corporation, organized pursuant to the Tennessee Non-Profit Corporations Act and 28 USC §528, is Lake Norris Landing Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 800 S. Gay Street, First Tennessee Bank Plaza, Suite 1000, Knoxville, Tennessee 37929, but meetings of Members and Directors may be held at such places within the State of Tennessee, as may be designated by the Board of Directors from time to time.

ARTICLE II.

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Lake Norris Landing Homeowners Association, Inc., its successors and assigns.

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

SECTION 3. "Common Properties" shall mean and refer to all those areas of land within the Properties as shown on the Subdivision Plats, except the Lots and the streets shown thereon, together with such other property as the Association may, at any time or from time to time, acquire by purchase or otherwise, subject, however, to the easements, limitations, restrictions, dedications and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plats, and/or by virtue of prior grants or dedications by Declarant or Declarant's predecessors in title.

SECTION 4. "Lot" shall mean and refer to each of the lots shown upon the Subdivision Plats.

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 mortgagees unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

EXHIBIT A

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 Claiborne County, Tennessee.

SECTION 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 4 of the Declaration, together with all the Owners in The Subdivision who are members of the Association as provided in all Supplemental Declarations.

ARTICLE III.

MEETING OF MEMBERS

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

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

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

SECTION 4. Quorum. The presence at the meeting of Members entitled to vote (or of proxies entitled to vote) fifty percent (50%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV.

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed initially by a Board of three (3) Directors who need not be Members of the Association ("Board of Directors" or "Board"). At such time as ninety-five (95%) of the Lots are sold by the Declarant, or its assigns, the Association shall act through an elected five (5) member Board of Directors.

SECTION 2. Initial Appointment. Declarant, acting through the President of the Association shall, within its sole discretion, have the authority to appoint three (3) Directors to serve on the Board until such time as successors may be chosen, but no longer than such time as ninety-five (95%) of the Lots are sold by the Declarant.

SECTION 3. Term of Office. At the first annual meeting following such time as Declarant determines in its sole opinion that the Association is able to function independent of Declarant's oversight, the Membership will elect a three (3) member Board of Directors, or a five (5) member Board in the event that ninety-five (95%) of the Lots have been sold. At said 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 4. Removal. Any Director elected by the Membership 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 or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION 5. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

SECTION 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of 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 Chairperson, 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 at which Directors are to be elected, 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.

SECTION 2. Election. Election to the Board of Directors shall be by roll call voting or 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 person(s) receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI.

MEETINGS OF DIRECTORS

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

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director of the Board. Notice may be waived by written agreement.

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

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 Properties and Facilities, as defined by the Declaration, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the Common Properties 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 Charter or the Declaration; such powers shall include the authority to contract on behalf of the Association.

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor or such other employees as it deems 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;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same; and

(4) add a late penalty charge to any payments not received with thirty (30) days from the date there due and payable, said amount to be determined by the Board of Directors and to add court costs and legal fees for collection to any assessment requiring legal action.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Properties to be maintained; and
- (h) Cause the dwellings to be maintained as provided in the Declaration.

ARTICLE VIII.

OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a President and Secretary, who shall at all times be members of the Board of Directors; 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, or until a successor is elected, unless he or she 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 or she 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

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

SECRETARY

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 of Directors 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.

ARTICLE IX.

COMMITTEES

The Declarant, acting through the President of the Association, shall appoint an initial Architectural Review Committee and thereafter as provided in the Declaration. The Board of Directors shall appoint a Nominating Committee, as provided in these By-Laws, and such 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 Charter 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 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 seven and ½ percent (7.5%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or may 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.

AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five (75%) of the Members.

SECTION 2. In the case of any conflict between the Charter and these By-Laws, the Charter shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII.

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, the Directors of Lake Norris Landing Homeowners Association, Inc., have hereunto set our hands effective as of this 13th day of December, 2013.

DIRECTORS

BY: R. Blake Hawk
R. Blake Hawk

BY: Keva Robinson
Keva Robinson

BY: Steve Messerschmidt
Steve Messerschmidt

BK/PG: 1399/319-328
14050089



10 PGS : AL - AMENDED RESTRICTIONS	
CHARLOT BATCH: 45287 01/03/2014 - 10:38 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, CLAIBORNE COUNTY
KIMBERLY H. REECE
REGISTER OF DEEDS

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of the Lake Norris Landing Homeowners Association, Inc., a Tennessee non-profit corporation ("Association"), and that the foregoing By-Laws shall constitute the Amended and Restated By-Laws of said Association, as duly adopted by the Directors of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association as of this 13th day of December 2013.

Secretary: Keva Robinson
Keva Robinson

7263.2779, 12/20/2013, 10:30:28, Received by Tennessee Secretary of State Tre Hargett

Sherry Witt
Register of Deeds
Knox County

**CERTIFICATE
OF
AMENDED AND RESTATED
CHARTER
OF
LAKE NORRIS LANDING HOMEOWNERS ASSOCIATION, INC.**

To the Tennessee Secretary of State: Control Number: 68960947

Pursuant to the provisions of Section 48-51-101 *et seq.* of the Tennessee Nonprofit Corporation Act, the undersigned corporation ("Association") hereby amends and restates its Charter as follows:

1. The Charter of the Association has been amended in its entirety.
2. The Amended and Restated Charter was duly adopted by the Board of Directors of the Association to be effective on December 16, 2013.
3. The full and exact text of the Amended and Restated Charter is attached hereto and filed together with this Certificate.

Dated as of this 16th day of December 2013.

**LAKE NORRIS LANDING HOMEOWNERS
ASSOCIATION, INC.**

By: [Signature]
Name: Keva R. Robinson
Title: Secretary


Knox County Page: 1 of 6
REC'D FOR REC 12/26/2013 2:39:25PM
RECORD FEE: \$7.50
M. TAX: \$0.00 T. TAX: \$0.00
201312260039198

**BK/PG: 1399/329-334
14050090**

6 PGS : AL - AMENDMENT	
CHARLOT BATCH: 45288 01/03/2014 - 10:38 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, CLAIBORNE COUNTY
KIMBERLY H. REECE
REGISTER OF DEEDS

AMENDED AND RESTATED CHARTER

OF

LAKE NORRIS LANDING HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Tenn. Code Ann. Sect. 48-51-101 et seq., entitled the Tennessee Non-Profit Corporation Act, the undersigned, have this day voluntarily associated themselves together for the purpose of forming a **not-for-profit** corporation and do hereby certify:

ARTICLE I.

NAME

The name of the corporation is LAKE NORRIS LANDING HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II.

PRINCIPAL OFFICE

The principal office of the Association is located in Knox County, Tennessee, at 800 S. Gay Street, First Tennessee Bank Plaza, Suite 1000, Knoxville, Tennessee 37929.

ARTICLE III.

REGISTERED AGENT AND ADDRESS

J. Michael Winchester is hereby appointed the registered agent of this Association and the registered address of the Association is 800 South Gay Street, First Tennessee Bank Plaza, Suite 1000, Knoxville, Tennessee 37929.

ARTICLE IV.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and control of the improvement of lots and Common Properties within that certain tract of real property known as Lake Norris Landing, as described in that certain Declaration of Covenants and Restrictions of Lake Norris Landing ("Declaration"), recorded in the Register's Office for Claiborne County, Tennessee, at Book 1322 Page 595, 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:



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(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 or any Supplemental Declaration, and

(b) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Tennessee Non-Profit Corporation Act and 28 USC § 528 may now or hereafter have or exercise.

ARTICLE V.

MEMBERSHIP

Upon the filing of this Amended and Restated Charter and the Amended and Restated By-Laws, 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. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Members of the Association with the exception of the Declarant. Class A Members 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.

Class B. The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each Lot in the Subdivision in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership upon the earlier of the following events to occur:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or



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(b) On January 1, 2020.

From and after the happening of whichever of these events occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership. Any Class B Member converted as set forth herein shall be exempt from paying any annual maintenance charge, and said exemption shall continue until ownership transfers to a person or entity other than the Declarant.

ARTICLE VII.

BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) Directors (the "Board of Directors"), who need not be Members of the Association. The number of Directors may be changed by the By-Laws or an amendment of the By-Laws of the Association. The names and addresses of the persons who are to serve as Directors until the selection of their successors are: R. Blake Hauk, 800 S. Gay Street, First Tennessee Bank Plaza, Suite 600, Knoxville, TN 37929; Keva Robinson, 800 S. Gay Street, First Tennessee Bank Plaza, Suite 600, Knoxville, TN 37929; and Steve Messerschmidt, 800 S. Gay Street, First Tennessee Bank Plaza, Suite 600, Knoxville, TN 37929.

ARTICLE VIII.

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) 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, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX.

DURATION AND MUTUAL BENEFIT

The Association shall exist perpetually. The Association shall exist for the mutual benefit of its Members.

ARTICLE X.

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the Members.



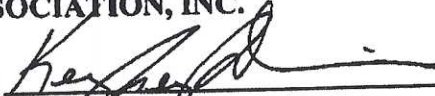
ARTICLE XI.

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Declaration and/or By-Laws, such definitions being incorporated herein by reference.

Dated as of this 13th day of December, 2013.

LAKE NORRIS LANDING HOMEOWNERS
ASSOCIATION, INC.

By: 
Name: Keva Robinson
Title: secretary



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-STATE OF TENNESSEE
Tre Hargett, Secretary of State
 Division of Business Services
 William R. Snodgrass Tower
 312 Rosa L. Parks AVE, 6th FL
 Nashville, TN 37243-1102

Lake Norris Landing Homeowners Association, INC
 STE 1000
 800 S GAY ST
 KNOXVILLE, TN 37929-9726

December 20, 2013

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 659250 **Status: Active**
Filing Type: Corporation Non-Profit - Domestic

Document Receipt

Receipt # : 1241942 Filing Fee: \$20.00
 Payment-Check/MO - WINCHESTER, SELLERS FOSTER & STEELE, P.C., KNOXVILLE, TN \$20.00

Amendment Type: Amended and Restated Formation Documents Image # : 7263-2779
 Filed Date: 12/20/2013 10:30 AM

This will acknowledge the filing of the attached amended and restated formation document with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.



Tre Hargett

Tre Hargett
 Secretary of State

Processed By: Cynthia Dunn

Field Name	Changed From	Changed To
Principal Address 1	8848 CEDAR SPRINGS LN	800 S GAY ST
Principal Address 2	STE 201	STE 1000
Principal Postal Code	37923-5416	37929-9726
Mail Address 1	8848 CEDAR SPRINGS LN	800 S GAY ST
Mail Address 2	STE 201	STE 1000
Mail Postal Code	37923-5416	37929-9726
Public Benefit	Public	Mutual
Registered Agent #	0371259	0283265
Registered Agent First Name	MICHAEL	J
Registered Agent Last Name	COX	WINCHESTER
Registered Agent Middle Name	E	MICHAEL
Registered Agent Physical Address 1	8848 CEDAR SPRINGS LN	800 S GAY ST
Registered Agent Physical Address 2	STE 201	STE 1000
Registered Agent Physical Postal Code	37923-5416	37929-9726