

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
NORTON CREEK COMMUNITY ASSOCIATION, INC.**

THIS SECOND AMENDMENT to the Declaration of Covenants and Restrictions is made this the 14th day of August 2010, by the Norton Creek Community Association, Inc., a Tennessee corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, on or about December 6, 1967, Norton Creek Club, Inc., a Tennessee corporation (hereinafter referred to as the "Original Developer") did execute a Declaration of Covenants and Restrictions (hereinafter the "Original Declaration") for Norton Creek Community (hereinafter referred to as "Norton Creek") located in Sevier County, Tennessee, and the Original Declaration is of record in Misc. Book 15, Page 140 in the Register's Office for Sevier County, Tennessee; and,

WHEREAS, on or about January 20, 1969 the Association was incorporated with the State of Tennessee and its Charter is of record at Misc. Book 18, page 189 in the Register's Office for Sevier County, Tennessee, and the Association's By-Laws, as amended, are of record in Misc. Book 192, Page 198 in the Register's Office for Sevier County, Tennessee; and,

WHEREAS, on or about April 15, 1969, the Original Developer, in accordance with Article XVII of the Original Declaration, did execute a second Declaration of Covenants and Restrictions (hereinafter the "Declaration") for Norton Creek which superseded, revoked and terminated the Original Declaration and the Second Declaration is of record in Misc. Book 19, Page 383 in the Register's Office for Sevier County, Tennessee; and,

WHEREAS, in accordance with the By-Laws of the Association a special meeting of the Association Members was held on August 14, 2010, and pursuant to Article IV of the Declaration, and in accordance with the By-Laws of the Association, a Resolution was adopted authorizing the amendment of the Declaration and the amendment of the Association By-Laws in order to remove any existent conflicts between the By-Laws and the Declaration and to create rules, regulations, covenants and restrictions which are congruent with current standards, a copy of said Resolution is attached hereto and incorporated herein by reference as **Exhibit A**.

NOW, THEREFORE, Candy Brownlow, as President of the Association and as the Association's authorized representative, does hereby amend and replace Article I through Article XXI of the Declaration as well as Article I through Article XV of the Association By-Laws and amends and replaces them as follows:

1. Definitions. As used herein, unless the context otherwise requires:

- 1.1. "Association" means Norton Creek Community Association, Inc., a Tennessee nonprofit corporation.
- 1.2. "Board" means the Board of Directors of Norton Creek Community Association, Inc., a Tennessee nonprofit corporation.
- 1.3. "Residential Building" or "Residential Buildings" means the residential buildings located on the Property.
- 1.4. "Owner" means the person or persons whose estates or interests, individually or collectively, constitute ownership of a Residential Building or Lot and of the undivided interest in the Common Elements appurtenant thereto as defined herein. However, if the Association

shall be in possession of a title to any Residential Building or Lot for any reason, then the Association shall not be considered an Owner within this definition.

1.5. "Bylaws" means the Bylaws of Norton Creek Community Association, Inc. attached hereto as **Exhibit B** and made a part hereof, as amended from time to time.

1.6. "Common Elements" means all of the Property that has been categorized and defined as follows:

1.6.A. "General Common Elements or Common Elements" means and includes those common elements, as herein defined, located outside the boundaries of each Lot. For ownership purposes, such General Common Elements will be owned by the Association. The costs for maintenance and upkeep, repair and replacement of such General Common Elements shall be the responsibility of the Owners. Unless specifically otherwise provided in this instrument, General Common Elements include, but are not limited to:

1.6.A.1. All roadways (except driveways and parking areas serving only individual Lots).

1.6.A.2. Any meeting room, office, and/or recreational facilities that are or may be located outside the boundary of any Lot.

1.6.A.3. All other elements and parts of the Property outside the boundary of any Lot.

1.7. "Majority" or "Majority of the Owners" means the owners of more than fifty percent (50%) of the Owners entitled to vote.

1.8. "Declaration" means this instrument, as same may be amended from time to time.

1.9. "Occupant" means a person or persons in possession of a Residential Building, regardless of whether said person is an Owner.

1.10. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

1.11. "Plat" means a plat or survey of the Property which is of record at Map Book 10, Page 18 in the Register's Office for Sevier County, Tennessee.

1.12. "Property" means all the land located in Sevier County, Tennessee subject to this Declaration as more particularly described on Map Book 10, Page 18 in the Register's Office for Sevier County, Tennessee.

1.13. "Record" or "recording" refers to the record or the recording of a deed, amendment, plat or other applicable instrument in the Register's Office for Sevier County, Tennessee.

2. Lots. The legal description of each Lot shall consist of the identifying number or symbol of such Lot as shown on the Plat. Every deed, lease, deed of trust or other instrument shall describe a Lot by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes. No Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Lot to be separated into any tracts or parcels different from the whole Lot as shown on the Plat. Any vote or action to be taken under this Declaration by the Owners shall be taken on a basis such that each Lot has one (1) vote and shall be taken in accordance with the Bylaws. If any Lot is owned by more than one (1) person, the voting rights of such Lot Owners shall not be divided but shall be exercised as if the Lot Owners consisted of only one (1) person in accordance with the proxy or other designation made by persons constituting such Owners.

3. Association of Owners and Administration and Operation of the Property.

3.1. There has been formed an Association having the name Norton Creek Community Association, Inc., a Tennessee nonprofit corporation, and said Association shall be the governing body of all of the Owners and shall be operated for the purposes which are outlined in the Charter for the Association which is of record in Misc. Book 18, Page 189 in the Register's Office for Sevier County, Tennessee.

3.2. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit B and made a part hereof. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws.

3.3. The fiscal year of the Association shall be determined by the Board within the confines of applicable law, and may be changed from time to time as allowed by law as the Board deems advisable.

3.4. The Association shall not be deemed to be conducting a business of any kind.

All activities undertaken by the Association shall be for the use and benefit of Owners in accordance with the provisions of the Declaration and Bylaws.

The Association, through its Board, shall represent the Owners in any proceedings, negotiations, settlements and agreements affecting all or part of the Common Elements.

3.5. Every Owner shall be a member of the Association. An Owner's membership shall automatically terminate when an Owner ceases to own a Lot. Upon a conveyance or transfer of ownership interest to a new Owner, the new Owner shall simultaneously succeed to the former Owner's membership in the Association.

3.6. The aggregate number of votes for all members of the Association shall be divided among the respective Owners with one (1) vote granted to each Lot. Upon the incorporation of an additional phase or phases into the Property, the aggregate number of votes of the Association shall automatically increase to the total of all Lots of all phases then incorporated into the Property with one (1) vote granted to each Lot. All Owners of such additional phase or phases shall automatically become members of the Association.

3.7. Management of Property. The Board may engage the services of an agent or advisor (herein sometimes referred to as the "Managing Agent" or "Management Advisor") to advise the Board in matters related to maintaining and operating the Property and any part or parts thereof, and doing and performing such duties and services as are or may be deemed advisable by the Board. Any Managing Agent or Management Advisor must be approved by a vote of the Association Members in accordance with Article II of the Bylaws prior to the Board entering a binding contract with the Managing Agent or Management Advisor. The Board shall require that such Managing Agent or Management Advisor have fidelity bond coverage and/or appropriate insurance coverage, including but not limited to, public liability and workers compensation, adequate in amount to protect the Association against loss or damage by reason of defalcations, malfeasance, misfeasance, and/or negligence arising from or related to the activities of any Managing Agent or Management Advisor. The cost of such bond and or insurance shall be paid by the Association and further, the cost of the services of such advisor or agent shall be a common expense as defined in this Declaration.

3.8. Non-Liability of the Directors, Board, and Officers. The Directors, the Board, and the Officers of the Association shall not be individually or collectively liable to the Association or to any Owner for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, Board, or Officers, unless any such acts or omissions are found by a court of competent jurisdiction to constitute gross negligence or fraud. The Owners shall indemnify and hold harmless each of the Directors, Board, and/or Officers, and

their respective heirs, personal and legal representatives, successors and assigns, or any of them, in accordance with, and as provided in, the Bylaws and Charter of the Association.

3.9. Interest of Association in Common Elements. Ownership of the Common Elements is allocated as described in Section 1.6A and Section 5 hereof.

3.10. First Refusal for Re-Purchase. In the event any Owner of any Lot, improved or unimproved, desires to sell said Lot and has a bona fide purchaser to buy the same, the Owner before making such sale shall offer in writing to sell the Lot to the Association at the same price and upon the same terms and conditions the Owner proposes to sell the same to the prospective purchaser. The Association shall have 45 days after receipt of the written offer to accept or reject the offer. If the offer is not accepted in writing within the 45-day period the Owner may proceed to sell the Lot to the prospective purchaser, subject to each and every restriction, limitation, condition and agreement herein contained. This provision shall have no application to any mortgagee or lienholder seeking to sell such property to satisfy an indebtedness.

4. Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property and/or Common Elements, or any questions of interpretation or application of the provisions of the Declaration, Bylaws, and/or any Rules and Regulations promulgated by the Board and/or Association the determination thereof by the Board shall be final and binding on each and all such Owners. Determination of such disputes or disagreements does not empower or authorize the Board to amend or change this Declaration or Bylaws in any way other than as herein provided.

5. Ownership of the Common Elements. Common Elements are owned by the Association. Common Elements cannot be sold or conveyed unless such sale or conveyance is passed by a three-fourth ($3/4^{\text{th}}$) majority of all Owners who are entitled to vote except, however, easements for public agencies and utilities may be granted as defined herein. However, should the Association be dissolved or terminated and/or the Declaration become null and void, then, and only under such circumstances, each Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Owner, with each Lot being allocated a percentage interest in the Common Elements equal to one (1) divided by the total number of Lots. Upon recordation of an amendment to this Declaration adding an additional phase or phases, the percentage ownership in the Common Elements shall be automatically adjusted such that each Lot shall be allocated an equal percentage ownership. The percentages of ownership interest shall remain constant unless hereafter changed by the addition of a phase or phases by recorded amendment to this Declaration consented to in writing by two-thirds ($2/3$) of the Owners, in accordance with the requirements hereinafter contained. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Owners as tenants in common in accordance with their respective percentages of Ownership. The ownership of each Lot shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to such Lot and vice-versa. The undivided percentage of ownership in the Common Elements corresponding to any Lot shall be deemed conveyed or encumbered with that Lot, even though the legal description in the instrument conveying or encumbering said Lot may refer only to the fee title to that Lot.

6. Use of the Common Elements. Except as hereinafter set forth, each Owner shall have the right to use the Common Elements, except the portions of the Property subject to leases made by or assigned to the Board, in common with all other Owners, as may be required for permitted recreational uses and for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Lot owned by such Owner. Such right to use the Common Elements shall extend to each Owner, and such Owner's agents, servants, tenants, family members, customers, invitees and licensees subject to such rules and regulations as the Board may prescribe. Each Owner of a Lot shall have an unrestricted right of ingress and egress to that Lot. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Declaration, Bylaws and any rules and regulations established by the Association. In addition, the Association shall have the

authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the other provisions of this Declaration and the Bylaws. Any income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe and as allowed or prescribed by this Declaration and the Bylaws and Charter of the Association.

7. Common Expenses.

7.1. Owner's Share of Common Expenses. Owners of Lots shall pay the expenses in the following manner: (a) Owners of unimproved Lots shall pay a minimum of \$300.00 annually, and (b) Owners of improved Lots shall pay a minimum of \$400.00 annually. Any special or supplemental assessment over and beyond the minimum amounts stated herein must be approved pursuant to a vote as provided in the Bylaws and shall be assessed in the same proportion as the minimum assessments described in this Section 7.1 of Owners of unimproved and improved Lots.

7.2. Lien Rights. Payment of common expenses, including any prepayment thereof required by any contract for a sale of a Lot, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Owner shall be exempt from payment of such Owner's proportionate share of the common expenses set forth herein by waiver or non-use of enjoyment of the Common Elements or by abandonment of such Owner's Lot. If any Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, together with interest thereon at the interest rate established by the Association Board, but at no time to exceed the highest rate then allowable by law, after said common expenses become due and payable, shall constitute a lien on the interest of such Owner in the Property. Each assessment for common expenses against a Lot shall be the personal obligation of the Owner of the Lot at the time the assessment is due. A successor in title to a Lot shall not be personally obligated to pay any unpaid assessments for common expenses that have been levied against a Lot unless such successor in title expressly assumes the payment of the same. Provided, however, any lien encumbering a Lot as above described shall not be affected by transfer of a Lot and shall remain a lien on that Lot.

7.3. Enforcement. In the event any Owner fails to maintain such Owner's Lot or in the event any Owner fails to pay such Owner's proportionate share of any common expense when such is due, then in any such event the Board may, after thirty (30) days' notice to the defaulting Owner, have the Association perform such maintenance, advance and pay such sums, or do any other reasonable act necessary to cure such default. The Association shall have a lien against the Lot of the defaulting Owner securing payment of the sums expended or advanced, and such lien shall be deemed perfected upon the filing in the Office of the Register of Sevier County, Tennessee. Such lien shall include fees, charges, late fees, fines and interest as well as reasonable costs and attorney fees incurred by the Association incident to the collection and/or the perfecting and foreclosing of such lien(s), together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien(s), and shall be payable by the Owner. The Board may take such action as it deems necessary to collect Assessments, either by personal action, by non-judicial foreclosure as allowed under a Deed of Trust in Tennessee, or by bringing an action to foreclose its lien, and may settle and compromise its lien if deemed to be in the Association's best interest. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose its lien or under a non-judicial foreclosure and to apply as a cash credit against its bid all sums due as provided herein and covered by the lien to be enforced.

In the event a mortgagee of a first mortgage or deed of trust of record or other Person obtains title to a Lot as a result of foreclosure of a first mortgage, or conveyance in

lieu of foreclosure, such mortgagee or other Person shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner of the Lot which became due prior to the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure.

7.4. Deed of Trust Protection. The lien for common expenses payable by a Owner shall be subordinate to the lien of a prior recorded first deed of trust on the interest of such Owner, except for the amount of the Owner's share of common expenses that become due and payable from and after the date on which the beneficiary thereunder takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security), or forecloses on its deed of trust, and except for pro rata assessments resulting from a pro rata reallocation to all Lots of common expenses and/or assessments.

7.5. Special Assessments. In addition to the annual assessments for common expenses authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Elements, including fixtures and personal property related thereto, provided that any such special assessment shall have the assent of at least Three-Fourths (3/4) of the votes of Owners entitled to vote who constitute a quorum.

Any Special Assessment shall be payable by the Owners proportionate to the Owner's payment as outlined in Paragraph 7.1 above. Therefore, regardless of the amount of the Special Assessment, an Owner shall pay a percentage of the Special Assessment equal to the percentage of the total amount permitted to be collected under Paragraph 7.1.

8. Deeds of Trust. No Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any deed of trust or other lien on or affecting the Property or any part thereof, other than on Owner's Lot.

9. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Owner for such Owner's Lot.

10. Insurance and Damage.

10.1. Property Insurance. The Board shall have the authority to and shall obtain insurance for the Common Elements, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The policy of insurance will not contain a waiver of subrogation rights by the insurer against individual Owners. The premiums for such insurance shall be a common expense.

10.2. Damage or Destruction. In the event of damage to or destruction of any Common Elements as a result of fire or other casualty covered by insurance proceeds, unless more than two-thirds (2/3rds) of the Common Elements require reconstruction, the Board shall, in its discretion, determine and, without intervention of any Owner, arrange for the prompt repair and restoration of the damaged portions of the Common Elements substantially in accordance with the original plans and specifications therefore.

10.3. Public Liability Insurance.

10.3. Public Liability Insurance. The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and

workers' compensation insurance and other liability insurance as it deems desirable, insuring, as appropriate, the Association, its officers, directors, Board, and employees, from liability. The Managing Agent or Management Advisor, if any, may be added as an additional insured, not a named insured. The premiums for such insurance shall be a common expense. The Board shall retain in safekeeping any such policy or policies and shall retain same for six (6) years after the expiration date or dates of same.

10.4. Other Insurance. The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring each member of the Board and officers of the Association, and members of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that said person is or was director or officer of the Association, or a member of such a committee. Further, the Board shall also have authority to obtain such fidelity insurance for the homeowner's association as it shall deem necessary and proper.

10.5. Owner's insurance responsibility. Each Owner shall be responsible for obtaining his own insurance for the Owner's Lot and Residential Buildings as well as the contents of such Owner's Lot and Residential Buildings, additions and improvements thereto, decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property.

11. Maintenance, Repairs and Replacements.

11.1. Each Owner, at such Owner's expense, shall furnish and be responsible for all maintenance of, repairs to, and replacements within such Owner's Lot and Residential Building. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of, and shall be furnished by, the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the common expenses, subject to the Bylaws and rules and regulations of the Association.

11.2. If, due to the act or neglect of a Owner, or the agent, servant, tenant, family member, invitee, licensee or household pet thereof, damage shall be caused to the Common Elements or maintenance, repair or replacement are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association.

12. Land Use, Building Type, Etc.

12.1. Land Use and Building Type. All the Lots in the subdivision shall be known and designated as Residential Lots, unless otherwise noted. No Structures shall be erected, altered, placed or permitted to remain on any of the said Lots other than one (1) detached single-family dwelling, with a private garage or garages, and no structure shall exceed two and one-half (2 ½) stories in height (a basement shall not be considered in determining structure height), except by approval and sanction of the Association. There shall be no modular homes, trailers, or pre-manufactured or pre-fabricated structures constructed on the Property.

12.2. Division of Lots. Not more than one dwelling house may be erected on any one Lot, as shown on the Plat and no Lot as shown on the Plat may be subdivided or reduced in size by voluntary alienation, partition, judicial sale, process of any kind, or by any other method.

12.3. Dwelling Size. No dwelling shall be erected, placed, altered, or permitted to remain on any Lot in Norton Creek Community unless said dwelling contains at least 1,000 square feet of living area. Basements, porches, garages, and carports shall not be considered living area.

12.4. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community.

12.5. Temporary Structures. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Any trailer or recreational vehicle stored on an Owner's Lot must be stored in a carport and/or garage or parked behind the Residential Building so that it cannot be seen from the roadway.

12.6. Commission of Waste and Unsightliness. At no time shall any Lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes, shall be stored upon any lot more than a reasonable time necessary for the construction in which they are to be used to be completed. Any Person doing so shall be notified by the Association or other Owners to correct said situation within five (5) days, and if the same is not done, subject Person shall pay the cost of removal and be subject to injunctive process.

12.7. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale.

12.8. Livestock and Poultry. No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot, except household pets such as dogs and cats.

12.9. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary covered containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

13. Easements. Except as otherwise provided herein, the Association shall have the right to grant permits, licenses and easements through the Common Elements for utilities, roads and other purposes reasonably necessary or useful for proper maintenance or operation.

14. Use and Occupancy Restrictions

14.1. Restricted Use. Unless otherwise allowed by this Declaration and the Bylaws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed and as allowed by applicable zoning laws.

14.2. Renting and Leasing. Owners shall not Lease or rent any Lot or home for an overnight or weekly rental. Owners may rent their Lot or home if and only if the Lease is a minimum of one (1) year in length and so long as their tenants observe all the rules and regulations that apply to Owners. All leases shall be subject to the requirements of this Declaration, the Bylaws, and the rules and regulations of the Association.

14.3. The Common Elements. The Common Elements shall be used only by the Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Lots and for such other purposes incidental to use of the Lots; provided, however, that any areas designed for a specific use shall be used only for the such purposes as designed and/or specified by the Association. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Owner.

15. Remedies. In the event of any violation of the provisions of the Declaration, Bylaws or rules and regulations of the Board or Association by any Owner (either by his own conduct or by the conduct of any agents, servants, tenants, family members, customers, invitees and licensees of such Owner's Lot), the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies that may be provided for in the Declaration, Bylaws, or said rules and regulations, or that may be available at law or in equity, and may prosecute an action or other proceeding against such Owner and/or others for such violation, enforcement of any lien, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof; or the right to sell the Lot through non-judicial foreclosure process as provided herein, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve (12%) percent per annum but at no time to exceed the highest rate then allowable by law, until paid, shall be charged to and assessed against such Owner, and shall be added to and deemed part of such Owner's respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, however, that such lien shall subordinate to the lien of a prior recorded deed of trust on the interest of such Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which said deed of trust beneficiary either takes possession of the Lot, accepts a conveyance of any interest therein (other than as a security) or forecloses on its deed of trust. In the event of any such default by any Owner, the Board, or its agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

15.1. If any Owner (either by such Owner's conduct or by the conduct of any of their agents, servants, tenants, family members, customers, invitees or licensees shall violate or breach any of the covenants, conditions or restrictions, or other provisions of this Declaration or the regulations promulgated by the Board, and if such violation or breach shall continue for thirty (30) days after notice to the Owner in writing from the Board, or shall occur repeatedly during any thirty (30) day period after such written notice or request to cure such violation or breach from the Board, then the Board shall have the power to issue to such Owner a notice in writing terminating the rights of such Owner in the Association.

15.2. In addition to the other remedies provided for herein, in the event of a default by a Owner in the payment of such Owner's respective share of the common expenses which default continues for a period of thirty (30) days, the Board shall have the power and authority to place such Owner's name on a list of delinquent Owners, which list maybe posted at a place designated by the Board for notices.

15.3. Any aggrieved Owner shall also have all rights of action available in law or equity should another Owner, or the Association, fail to comply with the requirements of the Declaration, Bylaws, or rules and regulations of the Association.

16. Amendments. Except as expressly stated elsewhere herein, any provisions of this Declaration may be amended or modified by an instrument in writing, setting forth such amendment or modification, approved by Owners owning not less than two-thirds (2/3) of the total Lots.

17. Upon written request to the Board, the holder of any recorded deed of trust, or deed of trust beneficiary encumbering any Lot shall be provided a copy of all notices permitted or required by this Declaration sent or *given* to the Owner or Owners who's Lot is subject to such deed of trust.

18. Severability. If any provision of the Declaration or Bylaws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Bylaws and of the application of any such provision, section, sentence, clause, phrase or word, in any other circumstances, shall not be affected thereby.

19. Perpetuities. Nothing herein shall conflict with the "Tennessee Uniform Statutory Rule Against Perpetuities" as set forth in Tennessee Code Annotated 66-1-20i, *et seq.* as same may be amended.

20. Rights and Obligations. Every Owner and any other person or entity at any time having, taking, or acquiring any right, title, claim, or leasehold interest in and to any Lot or any part of the Property and premises dealt with and/or described herein shall be bound by and shall be deemed to have agreed to be bound by this Declaration, the Bylaws, and such other rules and regulations as may from time to time be promulgated thereunder, as such may or might be amended or modified. This Declaration, the Bylaws, and all such rules and regulations shall run with the land and be deemed to be incorporated in any instrument evidencing ownership or any right to occupy or utilize any Lot or any part of the Property and premises dealt with and/or herein described.

21. Rights Reserved. The Owner's right of enjoyment in the Common Elements herein described shall be subject to:

21.1. The right of the Association, as provided in its Bylaws, to suspend the use and enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations.

21.2. The right of the Association to charge reasonable fees for use of parts of the Common Elements provided such fees are equitably divided between all affected Owners.

21.3. The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency, public authority, or private company for such purposes and subject to such conditions as may be agreed to by the members of the Association entitled to vote thereon, provided that, except as allowed by (21.4) just below, no such diminution, dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the members of the Association entitled to vote have voted to approve such act.

21.4. The right of the Association to grant such easements and rights-of-way to such utility companies or public or private agencies, companies, or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements and the individual Lots.

21.5. Owners, first lien deed of trust beneficiaries, and insurers or guarantors of any first lien deed of trust, shall have the right in a reasonable manner to examine the books, records, current copies of the Declaration, Bylaws, and rules and regulations of the Association during normal business hours and upon reasonable request.

21.6. The lien of a first lien deed of trust on a Lot or the Property shall not be deemed subordinate to any lien or lien rights of the Association, or any member thereof, set forth herein and/or in the Bylaws.

21.7. Any lease, contract, and agreement for professional management of the Association shall contain a clause stating that such agreement may be terminated on ninety (90) days written notice. Further, no such lease, contract, or agreement shall be made for a term of more than five (5) years.

21.8. If there should be a condemnation or a casualty loss that materially affects a mortgaged Lot or a material portion of the Common Elements; or if there should be a lapse, a cancellation, or a material modification of an insurance policy or fidelity bond maintained by the Association, the Association shall, upon written request, send notice of such to any first lien deed of trust beneficiary or to its duly authorized servicing agent.

22. Miscellaneous. The captions used herein are for reference purposes only and shall not limit or broaden the meaning of any section. When used herein, the singular shall include the plural, the plural the singular, and the use of one gender shall apply to any gender.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this the 8th day of April, 2011.

NORTON CREEK COMMUNITY ASSOCIATION, INC.

BY: Candy Brownlow
Its: President

STATE OF TENNESSEE

COUNTY OF Sevier

Personally appeared before me, the undersigned, a Notary Public, **CANDY BROWNLOW**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the **PRESIDENT** of the maker, **NORTON CREEK COMMUNITY ASSOCIATION, INC.**, or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 8th day of April, 2011.

Alex Johnson
NOTARY PUBLIC

My Commission expires: 2/20/2012



Prepared by:

Johnson, Murrell & Associates LLC
150 Court Avenue
Sevierville, TN 37862

BK/PG: 3715/699-753

11014695

55 PGS : RESTRICTIONS	
04/11/2011 - 02:51 PM	
ELAINE BATCH 193129 VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	275.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	277.00

STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

RESOLUTION APPROVING AMENDMENTS TO DECLARATION & BY-LAWS

THIS CORPORATE RESOLUTION ("Resolution") of the Norton Creek Community Association, Inc. ("Association") was made and approved this 14th day of August, 2010.

WHEREAS, pursuant to and in accordance with the Charter and Bylaws of the Association, each member received a copy of proposed amendments to the Declaration of Covenants and Restrictions (the "Declaration") and to the Association Bylaws.

WHEREAS, a special meeting of the Association was duly called and held at the Norton Creek Community on August 14, 2010.

WHEREAS, a quorum was present.

WHEREAS, the proposed amendments to the Declaration and Bylaws were discussed and suggestions to change certain language and provisions were made and approved.

WHEREAS, there being a motion in favor of the proposed amendment and a second, there was a vote taken and the motion that the Association approve the amendment to the Declaration and Bylaws passed by a vote of thirty-six in favor and ten opposed with seven abstaining or not present and five Owners were ineligible due to failure to pay annual assessments.

WHEREAS, each member eligible to vote were asked to sign and certify their vote for or against the amendment to the Declaration. Attached hereto as an Exhibit are the signed votes of members representing thirty-three in favor and two in opposition. There were some members who voted at the special meeting in person or by proxy but who did not return their signed votes, however, attached hereto is the affidavit of Donn Carlson who was present at the special meeting, kept the minutes of the minutes, and who tallied the votes of those present or who voted by proxy.

WHEREAS, Candy Brownlow, President of the Association, is authorized to execute any documentation necessary for the Association to approve, authorize, apply, register, record, and/or proceed with the proposed amendment to the Declaration and By-Laws.

IT IS HEREBY RESOLVED that Candy Brownlow, President of the Association shall sign, execute and deliver any documents and other paper writings necessary and proper to accomplish the Association's purposes, including, but not limited to, signing any documentation or paperwork necessary to make the amendment to the Declaration and By-Laws.

NORTON CREEK COMMUNITY ASSOCIATION, INC.

BY: Candy Brownlow
PRESIDENT

BY: Donn Carlson
SECRETARY

EXHIBIT A

CERTIFICATE

I, DANN CARLSON, secretary of the corporation hereby certify that the foregoing motions were approved at the meeting of the corporation as required under the terms of the Declaration and By-laws of the corporation.

This the 8 day of APRIL, 2011.


SECRETARY

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Douglas D. Hill, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I DDH approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 4

Douglas D. Hill
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

Agnes H. Lay, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I Agree approve/____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 13

Agnes H. Lay
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Bernice H. Millopps, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I approve ~~oppose~~ of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) _____

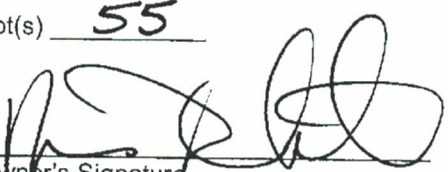
Bernice H. Millopps
Owner's Signature

Noah E. Millopps
Owner's Signature
by Bernice H. Millopps

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, William Freucht, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I NET approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 55


Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

JAMES R. & LUCIA M. GREENE the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 37 (505 Adams Rd)

James R. Greene
Owner's Signature

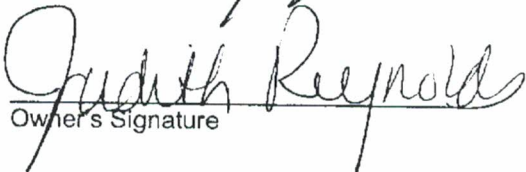
Lucia M. Greene
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Forrest W. Reynolds, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I X approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 12


Owner's Signature


Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, VAN A. JOHNSON, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I X approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 23


Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Cyrus D. Behscrest, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I approve / oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Approve CAB

Lot(s) 58

Cyrus D. Behscrest
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Russell R. & Dora Jean Paulk the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

R.R.P.
D.J.P.

Lot(s) 609 W. Ridge Place

Russell Paulk
Owner's Signature

Dora Jean Paulk
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, MARK E. UNDERWOOD, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I will approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 24

Owner's Signature

Mark E. Underwood

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Julia D. Schruer, the undersigned, being ¹⁵⁴⁵ a member of the Norton Creek Community Association, by signing below, do hereby certify that I 4 AS approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 11

Julia D. Schruer
Owner's Signature

Robert H. Schruer Jr.
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Pamela Lachar, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 46

Pamelaculachar
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Bryan M. Baker, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) _____

Bryan M. Baker
Owner's Signature

Owner's Signature

**NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS**

I, GARY B. MANSON, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I G. M. approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 6

Gary B. Manson
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Peggy F. Payne, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I approve approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 8

Peggy F. Payne
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Hal and Pat Huggins, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 21

Hal M. Huggins, Jr.
Owner's Signature

Pat Huggins
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, DONALD R SMITH, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 45



Owner's Signature



Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Diane M. Mortenson the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I approve approve/ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 38

Diane M. Mortenson
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Stephen F. Tanner, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I approve oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 3

Stephen F. Tanner
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

Lou M. Oliver, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 39

Lou M. Oliver
Owner's Signature

RDP
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Walter & Jessie Lee Kover the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that approve (approve/ oppose) of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 15

Walter Kover
Owner's Signature

Jessie Lee Kover
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Candy Brunkow, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 2

Will Brunkow
Owner's Signature

Candy Brunkow
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Ron & Betty M. Egle, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I WE approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 52

[Signature]
Owner's Signature

Betty M. Egle
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Donna Louise Carlson the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I do approve/_____ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 30, 32, 49

Donna Carlson
Owner's Signature

Donna Louise Carlson
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Bill & Brenda Baker, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 51, 47

Bill J. Baker
Owner's Signature

Brenda J. Baker
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Ragan Schriver, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I ✓ approve/ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 10

Ragan Schriver
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Barbara J. West, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I approve approve/oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 33

Barbara J. West
Owner's Signature

Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Pam Ogilvie, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I approve oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 27, 28, 29

Owner's Signature

Pam Ogilvie
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Jerry Wootten, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I _____ approve/ GW oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) _____

Jerry Wootten
Owner's Signature

Kathy Wootten
Owner's Signature

NORTON CREEK COMMUNITY ASSOCIATION, INC.
VOTE ON AMENDMENT TO DECLARATION AND BYLAWS

I, Shahmorz Fard, the undersigned, being a member of the Norton Creek Community Association, by signing below, do hereby certify that I approve/ ✓ oppose of the proposed amendment to the Declaration and Bylaws as proposed at the special meeting of the Association held on August 14, 2010.

Lot(s) 646 Jefferson Rd


Owner's Signature

Owner's Signature

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF SEVIER

The undersigned **DONN CARLSON**, after first being duly sworn according to law, deposes and says:

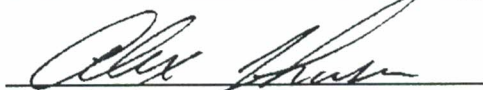
1. That I am an adult.
2. That I am an owner of a lot in the Norton Creek Community located in Sevier County, Tennessee.
3. That I was present at the special meeting of the Norton Creek Community Association, Inc. held at the Norton Creek Community on August 14, 2010.
4. That I kept the minutes of the special meeting and also tallied the votes of the members voting on the Resolution to approve the amendment to the Declaration of Covenants and Restrictions.
5. That a motion and second were made to approve the Resolution and to amend the Declaration of Covenants and Restrictions.
6. That of those members eligible to vote who were present at the meeting or voting by proxy there were thirty-six votes cast in favor of the Resolution and amendment to the Declaration of Covenants and Restrictions, ten were opposed, seven abstained, and five were ineligible to vote.
7. That the motion was carried.

And further affiant saith not, this the 8 day of APRIL 2011.


Donn Carlson, Affiant

JURAT

Sworn to and subscribed before me this 8 day of April 2011.


Notary Public

My Commission Expires: 2/20/2012



**BYLAWS
OF
NORTON CREEK COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
Definition of Terms**

The terms used in these Bylaws, to the extent they are not specifically defined herein, shall have the same definition as set forth in the Declaration for the property known as "Norton Creek Community" as such may be amended from time to time, which Declaration is recorded in the office of the Register for Deeds of Sevier County, Tennessee.

The words "Member" or "Members" as used in these Bylaws mean and shall refer to "Owner" or "Owners," as the case may be, as defined in the Declaration. The words, "Deed of trust," as used herein, includes a mortgage; and "deed of trust beneficiary" includes a mortgagee and a holder of a deed of trust.

**ARTICLE II
Members (Owners)**

Section 1. Eligibility. The members of the Norton Creek Community Association, Inc., a Tennessee nonprofit corporation (the "Association"), shall consist of the respective Owners of Lots in Norton Creek Community (the "Property"). Where a Lot is owned by more than one (1) person, then the voting rights of such Lot owners shall not be divided but shall be exercised as if the Lot Owners consisted of only one (1) person. If the Association holds title to any Lot, then it shall not be deemed an Owner with voting rights and obligations as outlined in these Bylaws. Moreover, the Association shall not be responsible for paying assessments for Lots which are titled in its name.

Section 2. Succession The membership of each Owner shall terminate when such Owner ceases to own a Lot, and upon the sale, transfer or other disposition of such Owner's ownership interest in the Lot, such Owner's membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 3, Annual Meetings. The annual meeting of Owners shall be held at the time and place specified in the notice of such meeting, but such place shall be within five (5) miles of the Property.

The annual meeting of Owners shall be held within thirty (30) days after June 30th of each and every year, but shall not be set on any legal holiday.

At the annual meeting, the Owners shall elect Directors, receive reports on the activities and financial condition of the Association, and transact such other business as may properly come before the meeting.

Section 4. Special Meetings. The Association shall hold a special meeting of Owners upon the call of the Board of Directors or the President, or upon the written demand(s) to the Secretary by Owners holding at least twenty (20%) percent of all votes entitled to be cast on any issue to be considered at the proposed special meeting. Any call or demand for a special meeting shall describe the purpose(s) for which the special meeting is to be held. Only business within the purpose(s) described in the meeting notice for the special meeting may be conducted at such meeting.

Section 5. Notice of Meetings. The Association shall notify Owners of the date, time and place of each annual and special meeting of Owners no fewer than ten (10) days, nor more

than forty-five (45) days before the meeting date. The notice of a meeting shall also contain such other information as may be required by these Bylaws.

Section 6. Waiver of Notice. An Owner's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting unless the Owner at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose(s) described in the meeting notice, unless the Owner objects to considering the matter when it is presented.

Section 7. Voting. The aggregate number of votes of all Owners shall be equal to the total of all Lots which are subject to the Declaration, and shall be divided among the respective Owners with one (1) vote allocated to each Lot. If any Lot is owned by more than one (1) person, the voting rights shall not be divided but shall be exercised as if the Lot is owned by only one (1) person in accordance with the proxy or other designation made by the persons constituting the Lot's Owners. A majority of Owners means more than fifty percent (50%) of the voting rights of the Owners who are entitled to vote.

Notwithstanding the foregoing, no Owner who is in default in the payment of assessments hereunder shall be entitled to exercise the right to vote until the Owner has cured such default. An Owner shall be deemed to be in default if such Owner has not paid his or her assessments to the Board, or its agent, within ten (10) days after the date such assessments are due. An Owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board.

Section 8. Quorum. A majority of the Owners who are entitled to vote must be represented at any meeting of the Owners to constitute a quorum. If, however, such quorum is not represented at any such meeting, the Owners present at the meeting in person or represented by proxy shall have the power to adjourn from time to time without notice other than announcement at the meeting, until the requisite quorum is present or represented, when any business may be transacted which might have been transacted at the meeting as provided in the original notice.

Section 9. Voting Requirements. Except as otherwise provided in these Bylaws or Declaration, action on any matter voted upon at a meeting of the Owners is approved if there is a quorum present and a majority of the Owners making up the quorum vote in favor of the action. However, Directors shall be elected by a plurality of the votes cast by the Owners entitled to vote in the election at a meeting of the Owners at which a quorum is present.

Section 10. Action by Written Consent Action that is required or permitted to be taken at a meeting of the Owners may be taken without such a meeting if a majority of Owners entitled to vote on the action consent in writing to taking such action without a meeting. If such Owners so consent, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Owners, except as otherwise provided in these Bylaws. Such consent (or counterpart(s) thereon shall describe the action taken, be in writing, be signed by each Owner entitled to vote on the action, indicate each signing Owner's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes or Association records.

Section 11. Action by Written Ballot. Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. The written ballot shall set forth each proposed action and shall provide an opportunity to vote for or against each proposed action.

Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall:

- (a) Indicate the number of responses needed to meet the quorum requirements;
- (b) State the percentage of approvals necessary to approve each matter other than election of Directors; and
- (c) Specify the time by which the ballot must be received by the Association in order to be counted.

ARTICLE III

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association shall be the form of administration and shall consist of five (5) persons (hereinafter referred to as "Directors"). Directors shall be elected at the annual meeting of Owners by the vote of Owners as hereinafter provided. At the annual meeting, the Owners shall, among other business, elect five (5) members of the Board of Directors (the "Board"). Those candidates for election as Director receiving the greatest number of votes cast either in person, or by proxy, at the meeting shall be elected. Directors, except for members of the First Board or Interim Board, shall hold office for the term of one (1) year and until his or her successor shall be elected and qualified.

Section 2. Qualification. Each Director shall be a Owner or the spouse of a Owner (or, if a Owner is a trustee of a trust, a Director may be a Trustee or a beneficiary of such trust, and if a Owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Owner or beneficiary). If a Director shall cease to meet such qualifications during his or her term, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant.

Section 3. Regular Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice at such time and place as the Board of Directors shall determine from time to time, but no less frequently than once a year.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any two (2) Directors.

Section 5. Notice of Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Except as otherwise provided herein, special meetings of the Board of Directors must be preceded by at least seven (7) days' notice to each Director of the date, time and place, but not the purpose, of such special meeting. Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Section 6. Waiver of Notice. If a Director attends or participates in a meeting, he or she waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 7. Quorum and Voting. A quorum of the Board of Directors consists of a majority (but no fewer than two (2)) of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors we sent is the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 8. Vacancy. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or a vacancy resulting from a removal of a Director with or without cause:

- (a) The Board of Directors shall fill the vacancy by majority vote; or
- (b) If the Directors remaining in office constitute fewer than a quorum of the Board, they shall fill the vacancy by the affirmative vote of a majority of all Directors remaining in office; or
- (c) If no Directors remain in office, the Owners may fill the vacancy as if electing a new Board.

Any Director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 9. Removal of Directors. The Owners may remove any one (1) or more Directors, with or without cause, by vote of three-fourths (3/4th) of Owners entitled to vote at any special meeting that is specifically called for that purpose.

Section 10. Action Without Meeting. Action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without such a meeting if all Directors consent to taking such action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these Bylaws. Such consent(s) shall describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes filed with the Association's records.

Section 11. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 12. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 13. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Owners.

Section 14. Powers and Duties The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of employees of the Association (hereinafter sometimes called "Association Employees") to maintain, repair, replace, administer and

operate the Property or any part thereof for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) to engage the services of a Advisor (hereinafter called "Management Advisor" and having the same meaning and function as the "Managing Agent" and "Management Advisor" as defined in the Declaration) to advise and/or assist the board in the management of the Association and/or supervise the Association Employees and provide guidance in the operation of the property;

(e) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(f) to adopt rules and regulations, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(g) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefore, and to approve payments and/or to delegate such approval to specific Association Employees;

(h) to engage, hire, designate, appoint, remove, dismiss, and/or terminate the services of others, including, but not limited to, independent contractors, agents, employees, servants, and/or any persons or entities which are or may be contracted with by or for the Association; and to make purchases for the maintenance, repair, and replacement of the property and the Common Elements, and to delegate the power to do same to specific Association employees.

(i) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(j) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable, but only as allowed by law;

(k) to estimate the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated budget as set forth in the Declaration and as herein provided;

(l) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners (as said majority is defined in Section 1.7 of the Declaration), as duly adopted at any annual or special meeting of the Owners;

(m) to resolve or mediate disputes, conflicts or problems between Owners;

(n) when necessary, to interpret the rules and regulations of the Association and the Declaration;

(o) to exercise all other powers and duties of the Board of Directors referred to in the Declaration or these Bylaws or in the Charter.

Section 15. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which have been reserved by or delegated to the Owners.

ARTICLE IV

Officers

Section 1. Designation. At each regular annual meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote, provided a quorum exists:

(a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary who shall keep the minutes (minute book) of all meetings of the Board and of the Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Management Advisor or an Association Employee;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported and who may be an Association Employee but who shall not be an employee or representative of the Management Advisor; and

(d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until a successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining Directors at a special meeting of said Board. Any Person so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer succeeded.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Owners; however, if an Association Employee is also an officer, said employee shall otherwise be entitled to receive compensation in his capacity as an Association Employee.

Section 6. Removal The Board of Directors may remove any officer at any time with or without cause.

Section 7. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

ARTICLE V

Assessments

Section 1. Annual Budget The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries,

wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other proceeds collected from the Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account any estimated net available proceeds for the year from the leasing, operation and/or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for repairs/replacements, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Owner simultaneously with notice of the annual meeting. The budget must then be passed by a three-fourth (3/4th) majority of the Owners entitled to vote who constitute a quorum as defined in Article II, Section 8. The budget may be amended at the annual meeting if the amendment is approved by three-fourths (3/4th) of the Owners entitled to vote who constitute a quorum as defined in Article II, Section 8. On or before the first day of January of the year covered by the annual budget, each Owner shall pay, as such Owner's respective annual assessment for the common expenses, 50% of such Owner's Share of the common expenses for such year as shown by the annual budget. On or before the first day of July of the year covered by the annual budget, each Owner shall pay, as such Owner's respective annual assessment for the common expenses, the remaining 50% of such Owner's Share of the common expenses for such year as shown by the annual budget. Such Owner's share of the common expenses shall be determined as set forth in Section 7 (Common Expenses) of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new annual assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay each year the amount of such Owner's respective annual assessment as last determined. No Owner shall be relieved of the obligation to pay such Owner's assessment by abandoning or not using such Owner's Lot or the Common Elements.

Section 3. Annual Report. The Board shall cause to be furnished to each Owner simultaneously with the annual budget, a statement for the year prior, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 4. Supplemental Budget. If during the course of any year, it shall appear to the Board that the assessments, determined in accordance with the estimated common expenses for the remainder of such year will be inadequate, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Owner, and thereupon a supplemental assessment shall be made to each Owner for such Owner's proportionate share of such supplemental budget. A special meeting of the Owners shall be called in accordance with Article II, Section 4 of these Bylaws and, if a quorum is present, then any supplemental assessment shall be approved by three-fourths (3/4th) of the Owners entitled to vote who make up the quorum.

Section 5. Expenditures. Except for the Management Advisor Agreement described in Article III section 14 hereof, and expenditures and contracts specifically authorized by the Declaration and Bylaws, the Board shall not approve any single expenditure which exceeds fifty percent (50%) of the annual budget as determined from year to year unless required for emergency repair, protection, or operation of the Common Elements nor enter any contract for more than five (5) years without the prior approval of a majority of the Owners.

Section 6. Lien. It shall be the duty of every Owner to pay such Owner's proportionate share of the common expenses, as provided in the Declaration, and as assessed in the manner therein provided.

If any Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, together with interest thereon as determined by the Association Board (but not to exceed the highest rate then allowed bylaw), calculated on a daily basis after said common expenses become due and payable, shall constitute a lien, enforceable by the Board, on the interest of such Owner in the Property, provided, however, that such lien shall be subordinate to the lien of a recorded first deed of trust on the interest of such Owner.

The Association or its successors and assigns, and the Board or its agents, shall have the right to enforce the lien as provided in the Declaration, and there shall be added to the amount due the costs of any suit or other legal action maintained to enforce the lien and other fees and expenses, together with interest thereon and reasonable attorneys' fees. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 7. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in a book in chronological order of the receipts and expenditures affecting the Common Elements specifying and itemizing the common expenses incurred.

The Board shall, upon receipt of fourteen (14) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Owner a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 8. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance that, in the opinion of the Board, may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Lot. When fewer than all the Owners are responsible for the existence of any such lien or encumbrance, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien or encumbrance.

Section 9. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners.

Section 10. Association Records. The Association shall keep as permanent records minutes of all meetings of its Owners and Board of Directors, a record of all actions taken by the Owners and the Board of Directors with or without a meeting, and all appropriate accounting records.

Section 11. Records at Principal Office. The Association shall keep at all times a copy of the following records at its principal office, or such other office location designated by the Association.

- (a) Its Charter, any Restated Charter, and all amendments thereto;
- (b) These Bylaws and all amendments thereto;
- (c) Resolutions, rules, and regulations adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations and obligations of Owners or any class or category of Owners;
- (d) The minutes of all meetings of Owners and the records of all actions taken by Owners without a meeting;

(e) All written communications to Owners generally within the past three (3) years, including the past three (3) years' annual financial statements;

(f) A list of the names and business or home addresses of its current Directors and officers;

(g) The most recent annual report delivered to the Tennessee Secretary of State;

(h) The Declaration and all amendments thereto; and

(i) All insurance policies issued to the Association up to 6 years after expiration.

Section 12, Annual Financial Statements. The Association shall prepare, or cause to be prepared, annual financial statements that include a balance sheet as of the end of the fiscal year, an income statement for that year, and such other information as may be necessary to comply with applicable provisions of the Tennessee Nonprofit Corporation Act.

ARTICLE VI

Use and Occupancy Restrictions

Section 1. General. No unlawful, noxious or offensive activities shall be carried on in any Lot or elsewhere on the Property, nor shall anything be done therein or thereon that shall constitute a nuisance or that shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.

Each Owner shall maintain such Owner's Lot in good condition and in good order and repair, at such Owner's expense.

No signs of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale.

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 2. Animals. No animals shall be raised, bred, or kept on any Lot or Common Element, except for dogs, household cats, small birds and/or fish owned as household pets by a Owner, provided that no pet is kept for any commercial purpose, and provided that any such pet shall be kept in strict accordance with the rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that any such pet shall not in the judgment of the Board constitute a nuisance, hazard, or danger to others.

All pets owned by Owners shall be under control and appropriately confined and/or restrained on leash or otherwise while outside. All such pets shall be exercised by the Owner at places on the Property that do not interfere with the use and enjoyment of the same by other Owners. An Owner shall be responsible for all damage to Common Elements or other Owner's property caused by said Owner's pet.

Section 3. Trash. Trash, garbage, and other waste shall be kept only in sanitary containers approved by the Board, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

ARTICLE VII

Contractual Powers

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm, association, or entity in which one or more of the Directors of the Association are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) the contract or transaction is just and reasonable as to the corporation, firm, association, or entity at the time it is authorized or approved. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VIII

Amendments

These Bylaws may be amended or modified from time to time by action or approval of three-fourths (3/4th) of the Owners entitled to vote as provided in Article II, Section 7 of these Bylaws. Such amendment(s) shall not be operative until they are recorded in the office of the Register of Deeds for Sevier County, Tennessee. These Bylaws may not be amended by the Board of Directors unilaterally.

ARTICLE IX

Miscellaneous Provisions

Section 1. No Seal. The Association shall have no seal.

Section 2. Notices. Whenever notice is required to be given to Owners, Directors or officers, unless otherwise provided by law, the Declaration, the Charter or these Bylaws, such notice shall be in writing and may be given in person, mail or private carrier. If such notice is given by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address which appears for each such person on the books of the Association. Written notice sent by mail to Owners shall be deemed to have been given when it is mailed.

Section 3. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute, or of the Declaration, or these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the date stated thereon, and delivered to the Secretary of the Association and included in the minutes or corporate records, shall be an effective waiver of notice.

Section 4. Negotiable Instruments. All checks, drafts, notes or other obligations of the Association shall be signed by such of the officers of the Association or by such other person(s), as may be authorized by the Board of Directors, except that no representative or employee of the *Management Advisor* shall be so authorized.

Section 5. Deposits. All funds of the Association may be deposited in the name of the Association in such bank(s) or financial institution(s) as the Board of Directors shall designate from time to time and shall be withdrawn by check signed by the officer(s) or person(s) authorized by resolution adopted by the Board of Directors, except that no representative or employee of the Management Advisor shall be so authorized.

Section 6. Committee Members. With respect to claims or liabilities arising out of service as a member of a committee duly appointed by the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

ARTICLE X

Conflicts

In case any of the Bylaws conflict with the provisions of state statute or of the Declaration, the provisions of state statute or of the Declaration, as the case may be, shall control.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of Norton Creek Community Association, Inc.

DATED the 8th day of April 2011.

NORTON CREEK COMMUNITY ASSOCIATION, INC.

By: Candy Brownlow
CANDY BROWNLOW

Its: PRESIDENT

STATE OF TENNESSEE

COUNTY OF Sevier

Personally appeared before me, the undersigned, a Notary Public, CANDY BROWNLOW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the PRESIDENT of the maker, NORTON CREEK COMMUNITY ASSOCIATION, INC. or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 8th day of April, 2011.

Alex Johnson
NOTARY PUBLIC

My Commission expires: 2/20/2012

