BY-LAWS
OF THE
FORT WEST OWNERS ASSOCIATION

Amended: April 25, 2004

ARTICLE I

NAME AND LOCATION

The name of the corporation is Fort West Owners Association, hereinafter referred to as the "Association", as established by the CORPORATE CHARTER of FORT WEST OWNERS ASSOCIATION, dated February 18, 1989 (Attachment "A"). The principal office of the corporation becomes the home address of the current association President and the mailing address is 11803 Kingston Pike, Suite 135, Knoxville, Tennessee 39734. The meetings of members and directors may be held at such places within the State of Tennessee, County of Knox, as may be designated by the Board of Directors.

The web site is www.fortwest.net

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Fort West Owners Association, its successors and assigns.
Section 2. "Properties" shall mean and refer to that certain real property described in the CORRECTED DECLARATION of RESTRICTIONS FORT WEST SUBDIVISION, UNIT FOUR, and all previous UNITS (Attachment "B - E"), and such additions thereto as may hereafter be brought within the jurisdiction of the Association, including the Swimming Pool and appurtenant facilities.
Section 3. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners as set out herein. Rules concerning use of the "Common Area" are outlined in Rules and Regulations Governing the Use of FWOA Common Areas (Attachment G)
Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the common area.
Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
Section 6. "Developer" shall mean and refer to Le Roy Cobble, his successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.
Section 7. "Declaration" shall mean and refer to the CORRECTED DECLARATION of RESTRICTIONS FORT WEST SUBDIVISION, UNIT FOUR, and all previous UNITS (Attachment B-E), and any amendments, applicable to the Properties recorded in the Register's Office for Knox County, Tennessee.
Section 8. "Charter" shall mean and refer to the Corporate Charter of Fort West Owners Association, dated February 18, 1989 (Attachment A).
Section 9. "Member" shall mean and refer to those persons who qualify for membership as provided in the Charter, and whose rights are more particularly set out in Article IV hereof. "General members" or "general membership" shall mean and refer to all of the Class A and C members of the Association.
Section 10. "General assessment" shall mean and refer to the annual assessment made upon all members, regardless of their status as Class A or C members, which assessment and its funds are used for general Association purposes unrelated to the operation and/or maintenance of the pool.
Section 11. "Pool assessment" shall mean and refer to the annual assessment made upon all Class C members for the annual operation and maintenance of the pool.

Section 12. "Pool initiation certificate" shall mean and refer to the certificate initially issued by the Association (or by the dissolved Fort West Pool Association) to any owner as defined herein who pays the one-time initiation fee for use of the Association pool.

Section 13. "Pool season" shall refer to that Period of time during which the Association pool is open for use by the Class C membership, which period generally runs from late May through early September of each calendar year.

Section 14. "Operation and maintenance of the pool" shall mean and refer to the acts necessary and/or incident to operating and maintaining the Association pool, for swimming purposes during the Pool Season, including, but not limited to:

- securing/protecting the Association pool during the non-pool season,
- maintaining and keeping in effect a hazard/liability policy insuring the Association in regards to the pool,
- paying any mortgage, note, or other loan owed by the Association for the pool, the paved parking lot adjoining the pool, and any other pool-related purchase or indebtedness.

Section 15. "Architectural Planning Control Committee" will be the committee to review and approve or disapprove all construction activities within the subdivision, in accordance with:

- the DECLARATION of RESTRICTIONS FORT WEST SUBDIVISION, UNIT FOUR, and all previous UNITS (Attachment B-E) , and any amendments, applicable to the Properties recorded in the Register's Office for Knox County, Tennessee,
- as well as the Clarification of Restrictions, dated February 3, 2003 (Attachment F)
- and the Town of Farragut GENERAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2) (Attachment I).

All applications are to be submitted to the "Architectural Planning Control Committee" , using the FWOA form Application for Building and/or Placing Structures (Attachment K).

Section 16. "Community Standards" shall refer to the conduct of Owners and their families within the confines of Fort West Subdivision, as defined in the Rules and Regulations for Maintaining a Safe, Well-Maintained Community (Attachment H).

Section 17. "Frequently Asked Questions" (FAQ) are intended to answer the most frequently asked questions and to provide a FWOA quick reference (Attachment K).

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting, General Membership (all Class A and C Members). The annual meeting of the general membership. including both Class A and C members, shall be held on the first Sunday of March of each year at the hour of 3 o'clock p.m. If the day for the annual meeting of the general membership is a legal holiday, the meeting will be held at the same hour on the next Sunday following which is not a legal holiday.

Section 2. Annual Meetings, Class C Membership. The annual meeting of the Class C membership shall be held on the first Sunday of March at 4 o'clock p.m. of each year or immediately following the conclusion of the annual meeting of the general (Class A and C) membership. If the day for the annual meeting of the Class C Membership is a legal holiday, the meeting will be held at the same hour on the next Sunday following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the general membership (Class A and C members) may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote 1/4th of all the votes of the general membership.

Special meetings of the Class C membership may be called at any time by the President, the Board of Directors, the Pool Manager, or upon written request of the members who are entitled to vote 1/4th of all the votes of the Class C membership.

Section 4. Notice of Meetings. Written notice of each meeting of the members (whether Class A or C membership or just Class C membership) shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, (postage prepaid) or by hand-delivery, at least 15 days before such meeting to each member entitled to vote of the meeting, addressed or hand-delivered to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence (in person or by proxy) at the meeting of the members (whether the general members or only Class C members) entitled to vote, of 1/10th of the membership thereof shall constitute a

quorum for any action except as otherwise provided in the Charter, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the time set for the meeting for which a proxy is being submitted. Every proxy shall be recoverable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

MEMBERSHIP

Section 1. Every person who is the owner and/or resident lessee of a fee or undivided fee interest in any lot in the subdivision and who occupies a dwelling house on the same as his/her principle residence shall be eligible for Class A or C membership in the Association, as set out hereinafter, provided that any such person or entity who holds such interest merely as security for the performance of an obligation or who is a religious organization, association, or a corporation shall not be a member. Membership may be held jointly by the owners and/or resident lessees of any lot in the subdivision, but such owners and/or lessees shall be entitled to only one vote.

Section 2. Class A members shall be all owners as defined above who pay and are current in payment of the annual general assessment of the association, but who do not have a pool initiation certificate or who have a pool initiation certificate but are not current in payment of the annual pool assessment. Class A members shall be entitled to vote in all Association matters except those related to the operation and/or maintenance of the pool: however, Class A members shall be entitled to vote on matters directly related to obtaining, refinancing, or repayment of any Association indebtedness related to the pool and/or adjoining paved parking lot.

Section 3. Class B members were those as defined in the original Charter, but all Class B memberships ceased January 1, 1999, per the Charter.

Section 4. Class C members shall be all Class A owners, as defined above, who pay and are current in payment of both the annual general and pool assessments of the Association and who have a pool initiation certificate. Class C members shall be entitled to vote in all Association matters and in all matters related to the operation and/or maintenance of the pool. All Class C members must also be Class A members.

Section 5. Class D members will occasionally be chosen as associate members. Class D members pay no dues and have no vote in any Association business.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, with at least three (3) of being Class C members.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one year, three (3) directors for a term of two years and three (3) directors for a term of three years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the un-expired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and one or more Class A members and one or more Class C members, other than the Chairman. There should be an equal number of Class A and C members on the Nominating Committee. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Class A and C members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members and should be consistent with the requirements of Article IV, Section 1 regarding the number of Class C members serving on the Board of Directors.
Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise. The largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF BOARD OF DIRECTORS

Section 1. Regular Meetings. Regular Meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.
Section 3. Quorum. A simple majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

a) adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof
b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations
c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Charter [of Incorporation], or the Declaration
d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors
e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 1/4 of the Class "A" and "C" members who are entitled to vote
b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed
c) as and when more fully provided in the Declaration and any Amendments, to:
    1) fix the amount of the annual general assessment for general (Class A and C) members and the annual pool assessment for Class C members at least 30 days in advance of each annual assessment.
    2) send written notice of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period

3) foreclose the lien against any property for which assessments are to paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

b) fix the amount of the fee (as well as the terms for payment thereof) for issuance of a pool initiation certificate, The Board may, as it deems necessary, alter or otherwise change the amount of the fee (as well as the terms of payment thereof)

c) procure and maintain adequate liability and hazard insurance on property owned by the Association

d) cause **all** officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate

e) cause the common area to be maintained

f) cause the exterior of the dwellings to be maintained

g) cause the pool and surrounding area to be maintained and/or secured.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice-President, Secretary, General Treasurer, Pool Treasurer, Pool Manager, and such other officers as the Board may from time to time by resolution create. The President, Vice-President, Secretary, and General Treasurer shall at all times be members of the Board of Directors.

Section 2. Election of Officers. The election of the officers, except the Pool Treasurer and the Pool Manager, shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this association except the Pool Treasurer and Pool Manager, shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Pool Treasurer and Pool Manager. The Pool Treasurer and the Pool Manager shall each be elected by a majority of the attending (in person or by proxy) Class C Members at that annual meeting of that membership with each to serve a term of one (1) year (from the annual meeting at which he/she is elected to the next annual meeting), unless he/she shall sooner resign or shall be removed, or otherwise disqualify to serve. The Pool Treasurer and Pool Manager cannot be the same person. The Pool Treasurer and the Pool Manager may resign at any time giving written notice to the Board, the President, or the Secretary. The vacancy created by any such resignation shall be filled by the Board as set out in Section 6 herein above.

Section 8. Multiple Offices. The offices of Secretary and General Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 9. Duties. The duties of the officers are as follows:

President

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and promissory notes.

Vice-President

The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

General Treasurer

The General Treasurer shall receive and deposit in appropriate bank accounts (which shall be separate from the bank accounts maintained by the Pool Treasurer) all monies of the Association which are not derived from the pool assessment paid by Class C members and/or any amount paid to the Association for the pool initiation certificate and shall disburse such funds as directed by resolution of the Board of Directors; shall act as Contracting Officer for all Association contracts; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Pool Treasurer

The Pool Treasurer shall receive and deposit in appropriate bank accounts (which shall be separate from the bank accounts maintained by the General Treasurer) all monies of the Association which are derived from the pool assessment paid by Class C members and/or are otherwise derived from the payment to the Association for any pool initiation certificate: disburse funds as directed by resolution of the Board of Directors for payment of any and all mortgage/note/indebtedness owed by the Association for the pool and parking lot, the general operation and maintenance of the pool (including salary, wages, and/or benefits of all lifeguards or other personnel hired to work at the pool for any reason), hazard/liability insurance, and all other such expenses as may arise in connection with the maintenance and operation of the pool: shall sign all checks, keep proper books of account: cause an annual audit of the Association books related to the pool to be made by a public accountant at the completion of each physical year: and shall prepare an annual budget and a statement of income and expenditures related solely to the pool to be presented to the Class C Membership at its regular annual meeting, and deliver a copy of each to the Class C members.

Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board.

Pool Manager

The Pool Manager shall be responsible for the overall maintenance and operation of the pool and appurtenant facilities: the hiring and termination (by whatever means or for whatever purposes) of all persons who perform any work at and/or to the pool (including life guard(s), maintenance personnel, or otherwise): securing/protecting the pool during the non-pool season; assisting in determining the annual cost of operating and maintaining the pool and the amount of annual assessments to be made upon Class C members who desire to use the pool during the pool season: developing and recommending to the Class C membership rules and regulations applicable to all persons who use the pool: enforcing the rules and regulations (related to the use of the pool approved by the Class C membership: and taking whatever other action is necessary to operate, maintain, and/or secure the pool.

ARTICLE X

COMMITTEES

The Association shall appoint an Architectural Planning Control Committee (hereafter called the Planning Committee), as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

Committee Chairs

Committees will be lead by Committee Chairs.

Permanent Committee Chairs, as of this writing, are Landscaping Chair(responsible for landscaping, special projects, and Yard of the Month), Neighborhood Chair (responsible for membership recruitment & activities and neighborhood watch), and Special Projects (responsible for developing individually defined projects) .

Permanent Chairs will be members of the Board of Directors. Other Committee Chairs will not be members of the Board of Directors.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

A full set of the Declarations of Restrictions, FWOA Charter, FWOA Amended By-Laws, and Town of Farragut General Regulations R-2 shall be available for inspection by any member or can be obtained from the FWOA Board of Directors, by purchasing at a reasonable cost.

Past FWOA Minutes can be obtained from the FWOA Secretary.

Note: It is each members responsibility to obtain the appropriate FWOA approval, as well as any necessary building permits, etc. when working with the Town of Farragut on your home projects, etc.

A full set of current Town Regulations, requirements, permits, and contact information may also be obtained at www.townoffarragut.org.

ARTICLE XII

ASSESSMENT

As per Article VIII, The Board of Directors will yearly review the General Assessment and determine if a change is required and notify the membership.

If a member sells his/her home during the year, after the annual assessment is paid, the assessment shall transfer to the new members/owners for the balance of the paid assessment period.

As or when provided in the Declaration as amended, each Class A member and Class C member is obligated to pay to the Association annual general and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6% per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to amendments while there is a Class "B" Membership.
Section 2. In the case of any conflict between the Charter and these By-Laws, the Charter shall control; and in the case of any conflict between the Declaration and these, By-Laws, the Declaration shall control.

ARTICLE IV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

List of Attachments

A. CORPORATE CHARTER of FORT WEST OWNERS ASSOCIATION, dated February 18, 1989

B. DECLARATION of RESTRICTIONS FORT WEST SUBDIVISION, UNIT ONE, dated April 23, 1987

C. DECLARATION of RESTRICTIONS FORT WEST SUBDIVISION, UNIT TWO, April 1, 1988

D. DECLARATION of RESTRICTIONS FORT WEST SUBDIVISION, UNIT THREE , December 6, 1988

E. CORRECTED DECLARATION of RESTRICTIONS FORT WEST SUBDIVISION, UNIT FOUR, dated August 20, 1990

F. Clarification of Restrictions, dated February 3, 2003, by FWOA

G. Rules and Regulations Governing the Use of FWOA Common Areas, dated October 1996, by FWOA

H. Rules and Regulations for Maintaining a Safe, Well-Maintained Community, dated February 3, 2003, by FWOA

I. GENERAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2), as of March 3, 2004, from Town of Farragut

J. Application for Building and/or Placing Structures, dated March, 2004 by FW OA

K. FWOA FAQs –

Attachment "A"

This is a reproduction of this document. An original copy can be obtained from the Knox County Register's office.

CORPORATE CHARTER

(Original Wording Dated February 18, 1989)

OF

FORT WEST OWNERS ASSOCIATION

The undersigned, having the capacity to contract and acting as the incorporators of a nonprofit corporation under the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated, 48-51-101, et seq. adopt the following charter for the corporation named above:

1. The name of the corporation shall be:

   Fort West Owners Association.

2. The corporation is a mutual benefit corporation.

3. (a) The street address, zip code and county of the initial registered office of the corporation is:

   300 Long Bow Road
   Knoxville, Knox County, Tennessee 37922

   (b) The initial registered agent in the registered office is:

   Wayne R. Murphy

4. The name, address and zip code of each incorporator is:

   Wayne R. Murphy
   300 Long Bow Road
   Knoxville, Tennessee 37922

   and

   Le Roy Cobble
   405 Sundown Road
   Knoxville, Tennessee 37922

5. The street address and zip code of the principal office of the corporation in the State of Tennessee is:

300 Long Bow Road
Knoxville, Tennessee 37922

6. The corporation is not for profit.

7. The corporation will have members.

8. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be first used to pay the creditors of the corporation, and any remaining assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

9. The affairs of the corporation shall be managed by a board of nine (9) directors, who need not be members of the corporation. The number of directors may be changed by amendment of the bylaws, of the corporation. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Wayne R. Murphy
300 Long Bow Road
Knoxville, Tennessee 37922

Catherine S. Braden
237 Long Bow Road
Knoxville, Tennessee 37922

Michael D. Hickman
314 Sundown Road
Knoxville, Tennessee 37922

Deborah Pinchok
12618 Red Canyon Road
Knoxville, Tennessee 37922

James Pinkston
300 Sundown Road
Knoxville, Tennessee 37922

Jo Ann Ligon
334 Sundown Road
Knoxville, Tennessee 37922

Thomas W. Tate, III
244 Long Bow Road
Knoxville., Tennessee 37922

Ronald Pinchok
12618 Red Canyon Road
Knoxville, Tennessee 37922

J. A. Ferrer
12605 Red Canyon Road
Knoxville, Tennessee 37922

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and, at each annual meeting thereafter the members shall elect three directors for a term of three years.

10. The specific purposes for which the corporation is formed are to provide for maintenance, preservation and architectural control of the residence lots and common area within that certain tract of property known as Fort West Subdivision, Unit 1 and Unit 2, and any future units and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this corporation for this purpose to:

(a) Exercise all the powers and privileges and to perform all the duties and obligations of the corporation as set forth in that certain Declaration of Restrictions hereinafter called the "Declaration", applicable to the property and recorded in Deed Book 1913, page 696, in the office of the Register of Deeds for Knox County, Tennessee, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and Bylaws to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation.

(c) Acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation.

(d) Borrow money, and with the assent of two-thirds of each class of members, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

(e) Dedicate, sale, or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedication, sale or transfer.

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the consent of two-thirds of each class of members.

(g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Tennessee Nonprofit Corporation Act by law may now or hereafter have or exercise.

11. (originally designated 10) Every person or entity who is a record owner of a fee or undivided fee interest in any lot including contract sellers, may be a member of the corporation provided they consent and agree to pay the annual assessment set and imposed by the directors of the corporation pursuant to the Declaration and/or Bylaws. The aforegoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the corporation.

12. (originally designated 11) The corporation shall have two classes of voting membership:

Class A: Class "A" members shall be all owners with the exception of the Developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: Class "B" member(s) shall be the Developer (as defined in the Declaration) and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either the following events, whichever occurs earlier:

(1) When the total votes outstanding in Class A membership equal the total votes 60 outstanding in the Class B membership; or

(2) On January 1, 1999.

13. (Originally designated 12) Amendment of this charter shall require the consent of 75% of the entire membership.

14. (Originally designated 13)

(a) To the fullest extent permitted by the law of the State of Tennessee, including Tennessee Code Annotated 48-52-102, as it exists on the date hereof or as it may hereafter be amended, no director of the corporation shall be personally liable for monetary damages to the corporation or its members for any breach of fiduciary duty as a director.

(b) Pursuant to Tennessee Code Annotated 48-58-502, the corporation shall have the power to indemnify any director, officer, employee or agent of the corporation, or any other person who is serving at the request of the corporation in any such capacity with another corporation, partnership, joint venture, trust, or other enterprise to the fullest extent permitted by the law of the State of Tennessee as it exists on the day hereof or as it may hereafter be amended, and any such indemnification may continue as to any person who has ceased to be a director, officer, employee, or agent and may inure to the benefit of the heirs, executors, and administrators of such person.

15. (Originally designated 14) As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers, and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of this charter.

Dated this [18] day of [February],1989.

Wayne R. Murphy
Incorporator

Le Roy Coble
Incorporator

This instrument prepared by;

AYRES & PARKEY, ATTORNEYS

Suite 650, One Centre Square

620 Market Street

P. 0. Box 948

Knoxville, Tennessee 37901

(615) 637-1181

Attachment "B"

This is a reproduction of this document. An original copy can be obtained from the Knox County Register's office.

This instrument. prepared by: Le Roy Cobble
715 Sunnydale Rd.
Knoxville, TN. 37923

DECLARATION OF RESTRICTIONS

FORT WEST SUBDIVISION, UNIT ONE

(Original Wording Dated April 23, 1987)

WHEREAS, the undersigned, Le Roy Cobble & Wife, Alma V. Cobble, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee in the Town of Farragut and known as FORT WEST SUBDIVISION, UNIT ONE, as shown on the map of the same of record in Map Book 92S, Pages 25 and 26 in the Register's Office for Knox County, Tennessee and

WHEREAS, the said owner is desirous that certain restrictive' covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Le Roy Cobble & Wife, Alma V. Cobble do hereby covenant and agree with all subsequent owners of the lots in said subdivision that the following restrictive covenants running with the land and shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any of said lots in said subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2007, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote to change said covenants in whole or part.
2. If the parties hereto or any of them or their heirs or assigns, shall or violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person and or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or court order shall not in an way affect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract, excluding that portion shown on the recorded map for future development, shall be known and designated as residential lots. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single –family dwelling not to exceed two stories in height plus a basement and a private garage and the usual domestic servants quarters.
5. All buildings shall meet the setback lines to comply with the regulations of the Town of Farragut, unless the Planning Committee requires greater setbacks.
6. Not more than one dwelling house may be erected on any lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot.
7. CHIMNEYS: All chimneys are to be faced with brick or stone to match foundations unless approved by Planning Committee.

8. All fencing and walls must be attractive and consistent with color and materials used on the house and must be approved by the Planning Committee. Chain link fences are prohibited unless approved by the Planning Committee.
9. No radio or television aerial or antenna, nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot or on any portion of a building lot not occupied by a building or other structure, unless approved by the Planning Committee.
10. Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee.
11. Roof pitches shall be 6/12 or steeper, unless approved by the Planning Committee.
12. Tennis courts and swimming pools are permissible. Pools shall have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them and both must be approved by the Planning Committee.
13. All driveways to be paved with asphalt or concrete or other materials approved by the Planning Committee.
14. Outside light poles, etc. have to be approved by the Planning Committee.
15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
16. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.
17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
18. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. Owners reserve the right to display signs of a larger size for promotion of the development.
19. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes, and are not a nuisance to the subdivision.
20. 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 containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition, and shall be screened.
21. All above-ground exterior foundation walls shall be veneered with brick or stone unless approved by the Planning Committee.
22. No out-buildings such as pool houses, carports, or detached garages, shall be built unless approved by the Planning Committee, any such out-buildings shall be in substantial conformity with the architectural design used for the main dwelling.
23. All lots shall be subject to the following square footage requirements:
    a. Houses with one and one-half or two stories shall contain at least 1,200 square feet on the ground floor and a total of at least 2,400 square feet for both floors.
    b. Houses with one floor or one floor and a basement shall contain at least 1,800 square feet on the uppermost level.
    c. Multi-level houses will be considered on an individual basis only.
1. The computation of square footages shall be exclusive of porches and garages.
2. No building shall be erected, placed, altered or permitted to remain on any building lot in the subdivision until the building plans and specifications and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of Le Roy Cobble and one other member appointed by Le Roy Cobble, said committee to be known as the Planning Committee. Le Roy Cobble shall have the authority to replace the other committee member at any time and for any reason. In the event of the death of Le Roy Cobble, the Executor(s) of his estate shall exercise his powers under this paragraph. In the event said Committee fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75% of the parties owning lots within a 600 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 600 foot radius desire the approval be given, the same shall be deemed approved by the Planning Committee. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction.

3. All houses must have a minimum two-car garage that will accommodate at least two large size automobiles. The Planning Committee shall have authority to allow the two-car garage in a basement house to be located in the basement if in its opinion the house is large enough looking from the outside appearance and does not destroy the aesthetics of the house.
4. The Planning Committee shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by it by any part of paragraph and restrictions.
5. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Planning Committee as the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected ,or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Planning Committee shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Planning Committee and until a copy of all such plans and specifications, as finally approved by the Planning Committee, have been lodged permanently with the Planning Committee. The Planning Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the owners of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.
6. The Planning Committee shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose or curing any ambiguity in any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Planning Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

IN WITNESS WHEREOF, the owner has executed this instrument on this 23 day of April, 1987.

Le Roy Cobble

Alma V. Cobble

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, Debbie Gregg, a Notary Public in and for the County and State aforesaid, personally appeared Le Roy Cobble and Alma. V. Cobble, to me known to be the persons described, in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal at office this 23 day of April, 1987.

My Commission Expires: August 20, 1990.

Attachment "C"

This is a reproduction of this document. An original copy can be obtained from the Knox County Register's office.

This instrument. prepared by: Le Roy Cobble
715 Sunnydale Rd.
Knoxville, TN. 37923

DECLARATION OF RESTRICTIONS

FORT WEST SUBDIVISION, UNIT TWO

(Original Wording Dated April 1, 1988)

WHEREAS, the undersigned, Le Roy Cobble & Wife, Alma V. Cobble, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee in the Town of Farragut and known as FORT WEST SUBDIVISION, UNIT TWO, as shown on the map of the same of record in Cabinet # K and Slot # 345C in the Register's Office for Knox County, Tennessee and

WHEREAS, the said owner is desirous that certain restrictive' covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Le Roy Cobble & Wife, Alma V. Cobble do hereby covenant and agree with all subsequent owners of the lots in said subdivision that the following restrictive covenants running with the land and shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any of said lots in said subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote to change said covenants in whole or part.
2. If the parties hereto or any of them or their heirs or assigns, shall or violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person and or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or court order shall not in an way affect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract, excluding that portion shown on the recorded map for future development, shall be known and designated as residential lots. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single –family dwelling not to exceed two stories in height plus a basement and a private garage and the usual domestic servants quarters.
5. All buildings shall meet the setback lines to comply with the regulations of the Town of Farragut, unless the Planning Committee requires greater setbacks.
6. Not more than one dwelling house may be erected on any lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot.
7. CHIMNEYS: All chimneys are to be faced with brick or stone to match foundations unless approved by Planning Committee.

8. All fencing and walls must be attractive and consistent with color and materials used on the house and must be approved by the Planning Committee. Chain link fences are prohibited unless approved by the Planning Committee.
9. No radio or television aerial or antenna, nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot or on any portion of a building lot not occupied by a building or other structure, unless approved by the Planning Committee.
10. Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee.
11. Roof pitches shall be 6/12 or steeper, unless approved by the Planning Committee.
12. Tennis courts and swimming pools are permissible. Pools shall have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them and both must be approved by the Planning Committee.
13. All driveways to be paved with asphalt or concrete or other materials approved by the Planning Committee.
14. Outside light poles, etc. have to be approved by the Planning Committee.
15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
16. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.
17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
18. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. Owners reserve the right to display signs of a larger size for promotion of the development.
19. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other houschold pets may be kept provided they are not kept, bred, or maintained for commercial purposes, and are not a nuisance to the subdivision.
20. 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 containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition, and shall be screened.
21. All above-ground exterior foundation walls shall be veneered with brick or stone unless approved by the Planning Committee.
22. No out-buildings such as pool houses, carports, or detached garages, shall be built unless approved by the Planning Committee, any such out-buildings shall be in substantial conformity with the architectural design used for the main dwelling.
23. All lots shall be subject to the following square footage requirements:
    a. Houses with one and one-half or two stories shall contain at least 1,200 square feet on the ground floor and a total of at least 2,400 square feet for both floors.
    b. Houses with one floor or one floor and a basement shall contain at least 1,800 square feet on the uppermost level.
    c. Multi-level houses will be considered on an individual basis only.
1. The computation of square footages shall be exclusive of porches and garages.
2. No building shall be erected, placed, altered or permitted to remain on any building lot in the subdivision until the building plans and specifications and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of Le Roy Cobble and one other member appointed by Le Roy Cobble, said committee to be known as the Planning Committee. Le Roy Cobble shall have the authority to replace the other committee member at any time and for any reason. In the event of the death of Le Roy Cobble, the Executor(s) of his estate shall exercise his powers under this paragraph. In the event said Committee fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75% of the parties owning lots within a 600 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 600 foot radius desire the approval be given, the same shall be deemed approved by the Planning Committee. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction.

3. All houses must have a minimum two-car garage that will accommodate at least two large size automobiles. The Planning Committee shall have authority to allow the two-car garage in a basement house to be located in the basement if in its opinion the house is large enough looking from the outside appearance and does not destroy the aesthetics of the house.
4. The Planning Committee shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by it by any part of paragraph and restrictions.
5. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Planning Committee as the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected ,or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Planning Committee shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Planning Committee and until a copy of all such plans and specifications, as finally approved by the Planning Committee, have been lodged permanently with the Planning Committee. The Planning Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the owners of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.
6. The Planning Committee shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose or curing any ambiguity in any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Planning Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

IN WITNESS WHEREOF, the owner has executed this instrument on this 1st day of April, 1988.

Le Roy Cobble

Alma V. Cobble

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, Andrew ????, a Notary Public in and for the County and State aforesaid, personally appeared Le Roy Cobble and Alma. V. Cobble, to me known to be the persons described, in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal at office this 1st day of April, 1988.

My Commission Expires: July 24, 1988.

Attachment "D"

This is a reproduction of this document. An original copy can be obtained from the Knox County Register's office.

This instrument. prepared by: Le Roy Cobble
405 Sundown Rd.
Knoxville, TN. 37922

DECLARATION OF RESTRICTIONS

FORT WEST SUBDIVISION, UNIT ONE

(Original Wording Dated December 6, 1988)

WHEREAS, the undersigned, Le Roy Cobble & Wife, Alma V. Cobble, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee in the Town of Farragut and known as FORT WEST SUBDIVISION, UNIT THREE, as shown on the map of the same of record in Cabinet # L and Slot # 77C in the Register's Office for Knox County, Tennessee and

WHEREAS, the said owner is desirous that certain restrictive' covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Le Roy Cobble & Wife, Alma V. Cobble do hereby covenant and agree with all subsequent owners of the lots in said subdivision that the following restrictive covenants running with the land and shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any of said lots in said subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote to change said covenants in whole or part.
2. If the parties hereto or any of them or their heirs or assigns, shall or violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person and or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or court order shall not in an way affect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract, excluding that portion shown on the recorded map for future development, shall be known and designated as residential lots. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single –family dwelling not to exceed two stories in height plus a basement and a private garage and the usual domestic servants quarters.
5. All buildings shall meet the setback lines to comply with the regulations of the Town of Farragut, unless the Planning Committee requires greater setbacks.
6. Not more than one dwelling house may be erected on any lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot.
7. CHIMNEYS: All chimneys are to be faced with brick or stone to match foundations unless approved by Planning Committee.

8. All fencing and walls must be attractive and consistent with color and materials used on the house and must be approved by the Planning Committee. Chain link fences are prohibited unless approved by the Planning Committee.
9. No radio or television aerial or antenna, nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot or on any portion of a building lot not occupied by a building or other structure, unless approved by the Planning Committee.
10. Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee.
11. Roof pitches shall be 6/12 or steeper, unless approved by the Planning Committee.
12. Tennis courts and swimming pools are permissible. Pools shall have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them and both must be approved by the Planning Committee.
13. All driveways to be paved with asphalt or concrete or other materials approved by the Planning Committee.
14. Outside light poles, etc. have to be approved by the Planning Committee.
15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
16. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.
17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
18. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. Owners reserve the right to display signs of a larger size for promotion of the development.
19. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes, and are not a nuisance to the subdivision.
20. 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 containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition, and shall be screened.
21. All above-ground exterior foundation walls shall be veneered with brick or stone unless approved by the Planning Committee.
22. No out-buildings such as pool houses, carports, or detached garages, shall be built unless approved by the Planning Committee, any such out-buildings shall be in substantial conformity with the architectural design used for the main dwelling.
23. All lots shall be subject to the following square footage requirements:
    a. Houses with one and one-half or two stories shall contain at least 1,200 square feet on the ground floor and a total of at least 2,400 square feet for both floors.
    b. Houses with one floor or one floor and a basement shall contain at least 1,800 square feet on the uppermost level.
    c. Multi-level houses will be considered on an individual basis only.
1. The computation of square footages shall be exclusive of porches and garages.
2. No building shall be erected, placed, altered or permitted to remain on any building lot in the subdivision until the building plans and specifications and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of Le Roy Cobble and one other member appointed by Le Roy Cobble, said committee to be known as the Planning Committee. Le Roy Cobble shall have the authority to replace the other committee member at any time and for any reason. In the event of the death of Le Roy Cobble, the Executor(s) of his estate shall exercise his powers under this paragraph. In the event said Committee fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75% of the parties owning lots within a 600 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 600 foot radius desire the approval be given, the same shall be deemed approved by the Planning Committee. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction.

3. All houses must have a minimum two-car garage that will accommodate at least two large size automobiles. The Planning Committee shall have authority to allow the two-car garage in a basement house to be located in the basement if in its opinion the house is large enough looking from the outside appearance and does not destroy the aesthetics of the house.
4. The Planning Committee shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by it by any part of paragraph and restrictions.
5. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Planning Committee as the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected ,or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Planning Committee shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Planning Committee and until a copy of all such plans and specifications, as finally approved by the Planning Committee, have been lodged permanently with the Planning Committee. The Planning Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the owners of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.
6. The Planning Committee shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose or curing any ambiguity in any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Planning Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

IN WITNESS WHEREOF, the owner has executed this instrument on this 6 day of December, 1988.

Le Roy Cobble

Alma V. Cobble

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, Patrick Remke, a Notary Public in and for the County and State aforesaid, personally appeared
Le Roy Cobble and Alma. V. Cobble, to me known to be the persons described, in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal at office this 6 day of December, 1988.

My Commission Expires: June 23, 1990.

Attachment "E"

This is a reproduction of this document. An original copy can be obtained from the Knox County Register's office.

This Instrument Prepared By: Le Roy Cobble
405 Sundown Road
Knoxville, TN 37922

CORRECTED DECLARATION OF RESTRICTIONS

FORT WEST SUBDIVISION, UNIT FOUR

(Original Working Dated February 18, 1989)

THIS Corrected Declaration of Restrictions is to replace those recorded in Deed Book 2014, Page 234, in the Register's Office for Knox County, Tennessee.

WHEREAS the undersigned, Le Roy Cobble and wife, Alma V. Cobble, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee in the Town of Farragut, and known as FORT WEST SUBDIVISION, UNIT FOUR, as shown on the map of the same of record in Map Cabinet , Slots 341-C and 341-D, in the Register's Office for Knox County, Tennessee, and

WHEREAS, the said owners are desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owners and all subsequent owners of any lot in said Subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Le Roy Cobble and wife, Alma V. Cobble do hereby covenant and agree with all subsequent owners of the lots in said Subdivision that the following restrictive covenants running with the land and shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any of said lots in said Subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until July 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless the majority of the then owners of the lots vote to change said covenants in whole or in part.
2. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract, excluding that portion shown on the recorded map for future development, shall be known and designated as residential lots. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height plus a basement and a private garage and the usual domestic servants quarters.
5. All buildings shall meet the setback lines to comply with the regulations of the Town of Farragut, unless the Planning Committee requires greater setbacks.
6. Not more than one dwelling house nay be erected on any lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot.

7. CHIMNEYS: Al chimneys are to be faced with brick or stone to match foundations unless approved by Planning Committee.
8. All fencing and walls must be attractive arid consistent with color and materials used on the house and must be approved by the Planning Committee. Chain link fences are prohibited unless approved by the Planning Committee.
9. No radio or television aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot or on any portion of a building lot not occupied by a building or other structure, unless approved by the Planning Committee.
10. Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee.
11. Roof pitches shall be 6/12 or steeper, unless approved by the Planning Committee.
12. Tennis courts and swimming pools are permissible. Pools shall have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them and both must be approved by the Planning Committee.
13. All driveways to be paved with asphalt or concrete or other materials approved by the Planning Committee.
14. Outside light poles, etc. have to be approved by the Planning Committee.
15. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
16. No trailer, basement, tent, shack, garage, barn or other outbuilding 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.
17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
18. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. Owners reserve the right to display signs of a larger size for promotion of the development.
19. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes, and are not a nuisance to the Subdivision.
20. No lot shall be used or maintained as a dumping around for rubbish, trash, garbage or other waste. Waste shall not be kept except in sanitary covered containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition, and shall be screened.
21. All above-ground exterior foundation walls shall be veneered with brick or stone unless approved by the Planning Committee.
22. No out-buildings such as pool houses, carports, or detached garages, shall be built unless approved by the Planning Committee, any such out-buildings shall be in substantial conformity with the architectural design used for the main dwelling.
23. All lots shall be subject to the following square footage requirements :

    (a) Houses with one and one-half or two stories shall contain[g] at least 1,200 square feet on the ground floor and a total of at least 2,400 square feet for both floors.

    (b) Houses with one floor or one floor and a basement shall contain at least, 1,800 square feet on the uppermost level.

    (c) Multi-level houses will be considered on an individual basis only.

        1. The computation of square footages shall be exclusive of porches and garages.

        2. No building shall be erected, placed, altered or permitted to remain on any building lot in the Subdivision until the building plans and specifications are the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structure in the Subdivision by a committee composed of Le Roy Cobble and one other member appointed by Le Roy Cobble, said committee to be known as the Planning Committee. Le Roy Cobble shall have the authority to replace the other committee *member* at any time and for any reason. In the event of the death of Le Roy Cobble, the Executor(s) of his estate shall exercise his

powers under this paragraph. In the event said committee fails to approve or disapprove such design and location within ten (10) days after said pla[n]s and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75% of the parties owning lots within a 600 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 600 foot radius desire the approval be given, the same shall be deemed approved by the Planning Committee. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction.

3. All houses must have a minimum two-car garage that will accommodate at least two large size automobiles. The Planning Committee shall have authority to allow the two-car garage in a basement house to be located in the basement if in its opinion the house is large enough looking from the outside appearance and does not destroy the aesthetics of the house.

4. The Planning Committee shall have the sole and exclusive right at any and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities, and reservations given to or reserved by it by any part or paragraph of these covenants and restrictions.

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

6. The Planning Committee shall. have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose or curing any ambiguity in any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d), to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Planning Committee, in its sol[d]e judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

IN WITNESS WHEREOF, the owners have executed this Instrument on this the 20th day of August, 1990.

Le Roy Cobble

Alma V. Cobble

STATE Of TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Le Roy Cobble and Wife, Alma V. Cobble, the within named bargainers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal at office, in Knox County, this 20th day of August, 1990.

M. Kathleen Smith
NOTARY PUBLIC
My Commission Expires: April 21, 1993

Attachment "F"

Clarification of Restrictions

(Originally dated February 3, 2003)

Due to much confusion and requests by Fort West residents, the FWOA has taken on the task of removing the ambiguity from some of the existing restrictions. Listed below are the clarifications to these updated restrictions. Clarifications are underlined. Restrictions are numbered as they appear in the master document.

7. All **chimneys** are to be faced with brick or stone to match foundations unless approved by the FWOA.

   Stucco homes may have stucco paneled chimneys**

8. All fencing and walls must be consistent with color and materials used on the house and must be approved by the FWOA. **Chain link fences are prohibited** unless approved by the FWOA.

   Split rail type fences may have box wire. Chicken and barb types of wires are prohibited. Fences may be no taller than 8 feet. Fence coloring must also be earth-toned colors, white, or black.. All fences must be approved by the FWOA prior to building.**

9. No **radio or television acrial or antenna, nor any other exterior electronic or electrical equipment or devices of any kind** shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot or on any portion of a building lot not occupied by a building or other structure, unless approved by the FWOA.

   Small satellite 18" dishes are permissible and should be screened when/where appropriate**

12. **Tennis courts and swimming pools are permissible.** Pools shall have attractive **fencing**. Tennis courts must have attractive shrubbery and screening. Both must be approved by the FWOA.

    Above ground swimming pools must be screened beneath. Pool pump areas must be screened. Hot tubs/spas are permissible but must meet the same conditions as a pool.**

14. **Outside light poles**, etc. have to be approved by the FWOA.

    Flagpoles must be approved by the FWOA. Flag Poles must either be white, aluminum/gray, or black.**

19. **No animals, livestock or poultry** of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, and other household pets, provided they are not kept, bred or maintained for commercial purposes.

    *All animals must be in control/in a controlled area (electrical or physical fence) and/or on a leash. Exotic animals such as large cats (lions, pumas, etc.), poisonous reptiles/insects (snakes, frogs, lizards, spiders, scorpions, etc.), dwarfed horses, pigs, goats, monkeys, alligators/crocodiles, birds of prey (falconry) etc. are not permissible. Documented dangerous animals and/or roaming/abandoned animals are not permissible.***

22. **No outbuildings** such as houses, carports, or detached garages, shall be built unless approved by the FWOA. Any such outbuildings shall be in conformity with the architectural design used for the main dwelling. **Prefabricated/prefabricated looking buildings are not permissible*.**

    Outbuildings must be on a foundation, match the design of the home and immediate surrounding area. All buildings must be made of earth-tone colors/materials. Outbuildings must meet the Town of Farragut regulations as well. Outbuildings are not to be used as a residence. Playhouses, pool houses, green houses, sunrooms, gazebos, porches, storage/garden sheds, etc. are considered as outbuildings.**

**Refer to minutes from 7/19/02*
***Refer to minutes from 12/5/02*

Attachment "G"

Rules and Regulations Governing the Use of FWOA Common Areas

(Original working dated October, 1996)

I. Authorization: Per the Amended By-Laws of the Fort West Owners[']s Association, Article VII, Section 1. a) dealing the Powers and Duties of the Board of Directors:

"The Board of Directors shall have power to adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof."

II. Definition: The common area was deeded to FWOA by developer Le Roy Cobble in 1989. It primarily consists of an area bordered by Long Bow Road, Sundown Road, Red Canyon Road and Fort West drive. The FWOA pays for liability insurance for this area as well as Knox County property taxes. To date, the pool and Fort West Park (consisting of a playground and volleyball court) have been the only improvements to the common area although these rules and regulations are to be applied to any subsequent additions/improvements.

III. Rules and Regulations governing usage:

A. General Statement of purpose: The common area is owned by the FWOA, a separate and chartered corporation of the State of Tennessee, The FWOA pays taxes and insurance and is liable for the common area . Rules and regulations governing the use of the common area are established and approved by the FWOA Board of Directors, themselves elected by members of the FWOA. The common area exists for the use of residents of Fort West subdivision while fulfilling additional purposes dealing with water runoff and erosion control. Rules and regulations pertaining to specific improvements/changes to the Common Area as approved by the FWOA Board of Directors (ex. The pool, Fort West Park) are established and published by the assigned committee.

B. With the exception of changes explicitly authorized the FWOA Board of Directors, it shall be deemed unlawful to :

1. physically alter, change or otherwise modify the physical and geographical makeup of the common area including any structural improvements. Prohibited examples would be to extend a homeowners' property by clear cutting onto FWOA common property; also to vandalize pool or Fort West Park buildings/structures.

2. cut or do damage to trees, greenery or wildlife which occupy the common area. A prohibited example would be using nails to make ladders or forts in trees.

3. use motorized vehicles (motorcycles, three or four wheelers, etc.) on non-paved areas of the common areas.

4. dump or deposit building materials, trash, chemicals or anything other than grass clippings or leaves.

C. Infractions to rules and regulations governing the Common area will be:

1. reviewed by at least two FWOA Board Members

2. presented to the FWOA Board of Directors within a reasonable timeframe for discussion. The alleged offending party(ies) will be invited to appear before the FWOA Board of Directors to present their side of the issue.

3. enforced by a simple majority of a quorum of the FWOA Board of Directors. Enforcement to range from requesting the offending party(ies) to cease and desist, repair whatever damage occurred to using FWOA funds to proceed with whatever legal action is deemed appropriate by a simple majority of the entire FWOA Board of Directors. This legal action could be but is not limited to seeking financial assessments and repair costs along with reimbursement of legal and court costs incurred by the FWOA.

D. Changes to the rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, will be brought forth via the FWOA Board of Directors for consideration and decision by a simple majority.

E. FWOA common property rules and regulations shall be in compliance with existing Knox County, State of Tennessee and federal rules and regulations as pertaining to the discharge of firearms and use of illegal drugs.

Attachment "H"

Rules and Regulations for Maintaining a Safe, Well-Maintained Community

(Originally dated February 3, 2003)

The FWOA strives to address issues facing our community and has done this in the past by developing regulations to meet gaps/issues. An example of this is the "Regulations Governing the Use of FWOA Common Areas." To meet an existing gap and the growing requests of Fort West's residents, the FWOA has created "Rules and Regulations for Maintaining a Safe and Well-Maintained Community". These rules and regulations will be enforced beginning on ***January 1st, 2004****. When conducting your personal home inspections and making your home project lists for the year, please refer to these. The one year grace period should suffice in making any necessary adjustments. Following are the new regulations.*

Rules and Regulations for Maintaining a Safe and Well-Maintained Community*

As directed by the Fort West Owner's Association's Charter and By-Laws, the FWOA strives to maintain a safe and well-maintained community. To respond to its members' concerns, the FWOA has adopted the following rules and regulations for maintaining a safe and well-maintained community. These rules address an existing gap in maintaining the curb appeal of our community, protecting its members' investment, and providing the means of having a safe community. These rules and regulations will take affect and will be enforced - beginning January 1st, 2004.

1. **Recreational Equipment**

   a) Basketball goals, lacrosse goals, golf nets, volley ball courts/nets, golf putting courses/flags, soccer goals, roller blade/field hockey goals, football goals, playground equipment, and other recreational equipment, etc. must be maintained in working condition.

   b) These types of recreational equipment must have an appealing appearance (i.e., nets, not broken backboards/rims, poles, or frames, and/or no rust/deteriorated paint on poles, frames, etc.).

   c) Skateboard ramps, playhouses, goals, forts, etc. are not permissible on the streets and the FWOA common areas.

2. **Recreational Vehicles**

   a) Boats/water-craft, ATVs, go-carts, motorcycles/motorbikes, small trailers, etc. need to be parked/staged in the garage or a completely screened area, on a driveway, or on a driveway pad connected to the driveway.

   b) Motor homes, campers, and RVs may be parked in the driveway on the property for a time not to exceed seven days. Any time longer than the seven days must be approved by the board in advance.

   c) Buses, 5th wheel trailers, containers, tractor-trailers, horse/livestock trailers, power trailer rigs, industrial/earth-moving equipment, aircraft, abandoned cars, etc. are not permissible.

3. **Curb Appeal / Landscaping / Safety**

   a) Landscaping should not cause blind spots or hazards to pedestrian/vehicle traffic.

   b) Lawns, flowerbeds, trees, and landscaping need to be properly maintained for curb appeal and homeowner/community investment. The winner of the Yard of the Month program will be notified and published in the Fort West Scout newsletter. Only FWOA members are eligible for the Yard of the Month program and the program season runs April – December.

c). Home landscaping, maintenance, and lawn care equipment should be stored in the garage and/or in a completely screened area.

d) Flagpoles, light posts, and mailboxes must be properly maintained – that is, painted and free of rust. Flags and flagpole ropes on flagpoles must be in good working condition - not tattered or faded. Maximum height of pole must not exceed 16 feet.

e) Holiday and/or event decorations need to be removed prior to 60 days after the holiday or event.

f) Recreational walkers, joggers, runners, cyclists, etc. should wear light-colored clothing/light-reflective materials and should consider carrying a light when exercising at/after dusk. Residents should also consider similar gear for pet collars and leashes.

g) The maximum speed limit in Fort West is 25 miles per hour. Please watch hills, curves, the "center-line," turns, stop and yield signs, school buses and children at bus stops, and blind spots such as parked vehicles.

**Refer to minutes from 12/5/02*

Attachment "I"

Town of Farragut

VI. GENERAL SINGLE-FAMILY RESIDENTIAL DISTRICT (R-2)

A. General Description

It is the intent of this zone to provide for the development of moderate density single family uses in areas suited for such development. These areas should be free from severe natural environmental limitations and provide access to a street which meets the minimum design standards established in the Farragut Subdivision Regulations.

B. Permitted Uses & Structures

1) Detached single-family dwellings.

2) Recreational facilities and open space which are developed as an integral part of the residential development provided the following development criteria are met:

a) The maximum coverage for the total building area shall not exceed thirty five percent (35%) and the total lot coverage shall not exceed sixty percent (60%);

b) A site plan and landscape plan shall be submitted as regulated in Chapter 4; and

c) That all non-building structures are setback a minimum of twenty (20) feet from all front property lines and ten (10) feet from all side and rear property lines.

1) Schools, public and private, and churches and other places of worship provided the following development criteria are met:

a) Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the school or church accesses must meet the minimum design standards established in the Farragut Subdivision Regulations.

b) There shall be a minimum lot size of five (5) acres.

c) There shall be a buffer strip which meets the following minimum development criteria:

- The buffer strip shall be a minimum of twenty-five (25) feet in width on all side and rear property lines;
- Existing, mature vegetation shall be preserved and incorporated into the buffer strip;
- No grading shall occur in the buffer strip; and
- Detention basins, measured from top-of-slope to top-of-slope, and associated structures shall not be located within any buffer strips.

a) The following setback requirements are met:
- Front Yard

All buildings and structures, excluding signs, shall be set back from the nearest point of any right-of-way no less than fifty (50) feet. For the purposes of this ordinance, the interstate highway right-of way shall be considered a side or rear lot line.

- Side and Rear Yards

a. All buildings shall be set back a minimum of fifty (50) feet. Setbacks shall be measured from the nearest point of any property line; and

b. All accessory structures, excluding signs and fences, shall be set back a minimum of thirty (30) feet. Setbacks shall be measured from the nearest point of any property line.

c. The maximum coverage for the total building area shall not exceed thirty five percent (35%) and the total lot coverage shall not exceed sixty percent (60%).

d. A site plan and landscape plan shall be submitted as regulated in Chapter 4.

4) Public buildings provided all area and height regulations established in the C-I General Commercial District are met and that a site plan and landscape plan shall be submitted as regulated in Chapter 4.

5) Public or private golf course provided the following development criteria are met:

a) Access shall be directly to a street having a designated classification of local collector or greater, or a local street which is not interior to a subdivision. The street on which the facility accesses must meet the minimum design standards established in the Farragut Subdivision Regulations; and

b) A site plan and landscape plan shall be submitted as regulated in Chapter 4.

4) Agricultural crops, but not nursery sales or the raising of farm animals or poultry, provided there is a minimum lot size of five (5) acres.

5) Agricultural accessory uses and structures, provided there is a minimum lot size of five (5) acres.

6) Accessory uses and structures.

7) Customary Home Occupations as regulated in Chapter 4.

8) Cemeteries and historical monuments.

9) Signs as regulated in the Municipal Code.

10) Utility uses.

C. Minimum Development Requirements

1) The development shall conserve, in so far as practical, natural and man-made features on the site, including but not limited to trees, historic features, and wetlands.

2) A survey of the natural features shall be completed where appropriate. Natural features shall include but are not limited to wetlands, rock formations, trees, sink holes, streams, topographic features, and endangered species habitats. Development shall comply with the Tree Preservation Ordinance.

3) Roadways shall be designed to reduce the grading of the site and preserve the natural topography as much as practical while still meeting the Town's minimum Subdivision Regulations for streets. Site design should preserve large, existing trees when possible and reduce the clearing necessary for building sites.

4) All lots shall have access to a public street which meets the minimum design standards established in the Farragut Subdivision Regulations.

5) Building envelopes established per these regulations and shown on the recorded final plat shall be the maximum building envelope for each lot.

6) If common recreational facilities and open spaces are developed as part of a subdivision, site plans must be submitted as regulated in Chapter 4. These common areas which may include driveways, parking areas, walkways, and steps should be lighted for night use where appropriate. The means of preserving and maintaining the common open space and other common property shall be assured as part of the development.

7) Sidewalks shall be constructed per the Farragut Subdivision Regulations.

8) Subdivision plats shall be submitted as regulated in the Farragut Subdivision Regulations. All applicable requirements of this section shall be included as part of the plat submission.

D. Area Regulations

1) Front Yard

All structures, excluding fences, detention basin structures, subdivision walls, retaining walls, landscaping structures, and certain utility structures, shall be set back from the nearest point of any right-of-way a minimum of thirty (30) feet, except as provided for elsewhere in this ordinance or the Municipal Code. Detention basin structures, subdivision walls, retaining walls, and landscaping structures shall be set back from the nearest point of any right-of-way a minimum of ten (10) feet. Electrical substations, utility offices, or any other utility building shall meet the front yard setback requirements.

2) Side Yard

a) All principal buildings shall be set back a total on two sides of at least thirty (30) feet, but not less than ten (10) feet on anyone side;
b) All agricultural structures, excluding fences, shall be set back a minimum of thirty-five (35) feet; and
c) All accessory-structures, excluding fences, shall be set back a minimum of five (5) feet, except as provided for elsewhere in this ordinance or the Municipal Code.

1) Rear yard

a) All principal buildings shall be set back a minimum of twenty-five (25) feet;
b) All agricultural structures, excluding fences, shall be set back a minimum of thirty-five (35) feet; and

c) All accessory structures, excluding fences, shall be set back a minimum of five (5) feet, except as provided for elsewhere in this ordinance or the Municipal Code.

1) Lot Width

a) Each lot shall front on a public road for a minimum of seventy-five (75) feet. If a lot is located on a cul-de-sac, each lot shall front on a public road for a minimum of sixty (60) feet; and
b) The lot length of each lot that is less than one hundred and fifty (150) feet in width shall not be greater than four (4) times the lot width.

1) Maximum Lot Coverage

a) Total building area - thirty percent (30 %), except as provided for elsewhere in this ordinance; and
b) Total lot coverage - forty percent (40%), except as provided for elsewhere in this ordinance.

1) Size Regulations

No accessory building shall exceed thirty (30) percent of the principal building footprint or six hundred (600) square feet in size, whichever is greater.

2) Land Area

a) Each lot served by a sanitary sewer system - 15,000 square feet; or
b) Each lot not served by a sanitary sewer system - 25,000 square feet, or greater as may be required by the Health Department.

E. Height Regulations

a) No principal building shall exceed two and one-half (2 11) stories, or thirty-five (35) feet, in height; and
b) No accessory structure shall exceed fifteen (15) feet in height, except as provided for elsewhere in this ordinance or the Municipal Code.

E. Parking

Parking shall be provided as regulated in Chapter 4.

Attachment "J"

"...a safe, well-maintained community..."

Application for Building and/or Placing Structures

A Publication of the Fort West Owners Association (FWOA)

The Fort West Owners Association (FWOA) was incorporated in 1989. The FWOA is comprised of a volunteer board and its goal is to ensure that Fort West is a safe, well-maintained community.

Version: 3/04

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Know Before You Build!

Before you…

° install a fence	° put in a pool	° build/expand your deck
° add a screen porch	° build a pool house	° add an addition
° construct a playhouse	° make an overhang	° install a light pole
° place a retaining wall	° repave a driveway	° install a tennis court
° build a gazebo	° put in a spa	° make a dog run/kennel

…, you will need to seek approval from the FWOA. The process is simple. Please check first with the FWOA.

IMPORTANT THINGS TO REMEMBER

PRIOR/DURING BUILDING:

1) Please review the following before planning your project:

   - the appropriate Declaration of Restrictions for Fort West Subdivision, for your Unit
   - FWOA – Clarification of Restrictions, dated February 3, 2003
   - Rules and Regulations Governing the User of FWOA Common Areas, dated October 1996
   - FWOA – Rules and Regulations for Maintaining a Safe, Well-maintained Communicty, dated February 3, 2003
   - Town of Farragut – General Single-Family Residential District (R-2)

1) Even if the Town of Farragut approves your project, it still must go before the FWOA prior to building. The Town of Farragut does not keep up with each subdivision's Declaration of Restrictions, so please do not forget to make the inquiry to the FWOA prior to building.
2) Please also plan for this step while creating your project's "time-table".
3) Contact the FWOA Board prior to building, for more information about this process.
4) Any major changes during the building process must be reviewed by the FWOA
5) The FWOA appreciates your support for making Fort West a safe, well-maintained community

Application for Building and/or Placing Structures

GENERAL INFORMATION:

- ❑ Date:
- ❑ Applicant Name:
- ❑ FWOA Address:
- ❑ Telephone #:
- ❑ E-mail Address:

DESCRIPTION OF PROJECT:

❑ Description (please staple attachments, plans, sketches, photos, dimensions, etc. to the back of the application or provide here):

❑ Materials to be used:

❑ Project expected start date:

❑ Project expected completion date:

PROJECT TO BE COMPLETED BY:

- ❑ Self
- ❑ Contractor(s)….Please provide contractor(s) information:

Please return to the FWOA Planning Committee or mail to P.O. Box 22176, Knoxville, TN 37933

FWOA INTERNAL USE:

- ❑ Received Application Date:
- ❑ Planning Committee Review:
- ❑ FWOA Board Review:
- ❑ Project Approved/Disapproved:
- ❑ Applicant Notification Date:

Planning Committee Approval Date:

Attachment "K"

Frequently Asked Questions (FAQs)

- **Question:** If I am just replacing my deck or repairing my deck, do I need to contact the Planning Committee?

  Answer: Yes, if you in any way change any part of the home from the original builders look.

  Repairs such as roofing repairs with the same color and style of roofing materials, replacing deck boards, painting the painted surfaces exactly the same color, are examples where you do not need to contact the Planning Committee.

  However, changing the home color, changing the roofing materials, adding exterior shutters, changing the deck handrails or steps are examples requiring the Planning Committee approval.

- **Question:** Will the Owners that have made changes to their homes without the Planning Committee's approval be reviewed?

- **Question:** Do you have to be a FWOA member to vote at the Annual Member Meeting?

  Answer: Only Class A Members, that have paid their current dues, are allowed to have one vote per address at the Annual Meeting, General Membership (including both Class A and Class C members).

  Only Class C Members, that have paid their current FWOA dues and their Pool dues, are allowed to have one vote per address at the Annual Meeting, Class C Membership.

- **Question:** Could there be an amendment to the By-Laws to cap FWOA spending for any individual property?

  Answer: Such a cap will be added to the guidelines for the Planning Committee, as it is the Planning Committee's recommendation that would be used for a decision by the Board of Directors.

- **Questions:** Would it be better to charge the Owners for use of the container at Amnesty Day?

  Answer: The Board will look at some way of soliciting donations at the container.

- **Question:** What about having a sox-hop or Halloween festival to raise money.

  Answer: Will be reviewed by the Board.

- **Question:** What happens if someone gets hurt on FWOA property

  Answer If you are a FWOA Member, the FWOA insurance covers you under the FWOA policy.

- **Question:** What happens if the FWOA doesn't pay the property taxes?

  Answer A Lien can be put on each individual homeowner's property.

- **Question:** Is there a way that people with expertise can be used by the FWOA?
- **Question:** Is there a way Owners can donate to FWOA?
- **Question:** Will Police come out if they are called if people park on street?

  Answer Call Sheriff and they will either talk to the car owner or issue a ticket. There is no law in Farragut about parking on the street.

NOTA BENE:

Article X, "Committees," of the FWOA By-Laws states that FWOA shall appoint an Architectural Planning and Control committee (hereafter known as the Planning Committee) to oversee construction
issues in the sub-division. However, the Declaration of Restrictions (as Corrected), which cannot be modified by the Association's by-laws, states in numerous instances that the Planning Committee is comprised of Mr. LeRoy Cobble, the sub-division's developer, and one other person designated by him, usually his wife Alma, not FWOA. Recently, after the passing of Mr. Cobble and his wife, authority held by the Planning Committee was transferred legally from Mr. Cobble's estate to the Fort West Owners' Association. The transfer has been duly registered in the office of the Register of Deeds, Knox County, TN. All issues involving the Planning Committee can henceforth be referred to the Planning Committee of FWOA.

Entered Oct, 2017.