

THIS INSTRUMENT WAS PREPARED BY:
JOHNSON, MURRELL & ASSOCIATES, P.C.
ATTORNEYS AT LAW
150 COURT AVENUE
SEVIERVILLE, TN 37862

State of Tennessee, County of COCKE
Received for record the 20 day of
SEPTEMBER 2002 at 8:15 AM. (REC# 27095)
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Book 1107 pages 232- 241
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Register of Deeds LINDA H. BENSON
Deputy Register LINDA H BENSON REGIST

DECLARATION OF RESTRICTIVE COVENANTS
OF
FAITH MOUNTAIN

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 30th day of August, 2002, by **FRED M. HOLT AND WIFE, VICKI V. HOLT**, (the "**Owner**" and the "**Developer**").

W I T N E S S E T H:

WHEREAS, the Owners own certain real property (the "Property") located in Cocke County, Tennessee, said real property being more particularly described on plat of record in **Plat Book 10, Page 139 and Page 140**, in the Register's Office for Cocke County, Tennessee and incorporated herein by reference; and

WHEREAS, the Owners intend to subdivide the property into a residential subdivision (the "Subdivision") to be known as **FAITH MOUNTAIN**; and

WHEREAS, it is for the interest, benefit and advantage of the Owners, the Developer and each and every person or entity that shall hereafter acquire any tract or any portion of any tract in the Subdivision, or any resubdivision thereof, (all such tracts being collectively referred to as the "Tracts" and individually referred to as a "Tract") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners, the Developer and each and every subsequent owner of any of the Tracts or portions of said Tracts in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Tracts and portions of said Tracts, and to all persons owning any of said Tracts or portions thereof, hereafter. These restrictive covenants shall become effective upon the recording of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners for a period of twenty (20) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of seventy-five (75%) percent of owners of Tracts (then subject to this Declaration) within the **FAITH MOUNTAIN**, with each such Tract to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such majority. Should any tracts be re-subdivided in accordance with the provisions herein, the resulting tracts shall also carry one vote.

1. LAND USE. The use of the land in **FAITH MOUNTAIN** shall not be restricted except as hereinafter provided, provided however that no illegal, obnoxious, or offensive activity or trade which may be deemed detrimental or annoying to the adjacent land owners shall be permitted. No tract shall be used except for residential purposes unless specifically required for use by a public utility service for the subdivision or by governmental authority. No business of any nature shall be conducted on any tract.

2. BUILDING TYPE. All structures shall be constructed on solid non-combustible foundation. Outside wall finish of all structures must be stucco, stone, log, log siding, brick, vinyl or better. No

buildings shall be erected, placed or altered on any tract whose finished construction contains exposed concrete block. No old buildings shall be moved onto any tracts or parcels.

3. NUMBER OF DWELLINGS AND DWELLING SIZE. There shall be no more than two (2) dwellings constructed on any tract or tract. Residential structures constructed on this property shall contain a minimum of 900 square feet of heated floor space. The roof pitch must have a minimum of 6/12 pitch or steeper. If an additional building requiring electricity is built on the property, it must be connected to underground electric.

4. DWELLINGS, TEMPORARY STRUCTURES, OUT BUILDINGS, RECREATION BUILDINGS, ETC. No mobile homes, doublewides, trailers, modular homes, shacks or tents shall be used as either temporary or permanent residential or non-residential structures on any tract or parcel. However, newer recreational vehicles (RV's) may be used as a temporary residence not to exceed sixty (60) consecutive days per year, and may not be set up on a permanent basis, nor may wheels be removed for such purpose. Any outbuilding constructed on this property shall be located at least 50 feet from any street with all exterior walls completed and similar in appearance with the balance of structures.

5. SUBDIVISION. No tract or tract in Faith Mountain Subdivision can be re-subdivided into a tract or tract of less than five (5) acres. Any subdivision or division of said tracts or tracts shall be subject to the rules and regulations of the Cocke County Planning Commission, the Cocke County Health Department, and any other governmental authority having jurisdiction over said property, roads and utilities. Any tract or tract created by the subdivision of a tract or tract shall become a member of the Homeowner's Association and shall be subject to the assessments the same as the original tracts of the subdivision..

6. DWELLING LOCATION. All residential structures including basements, garages, carports, decks and ancillary outbuildings shall be located at a minimum of 20 feet from any road right of way and 10 feet from the tract lines.

7. UTILITY EASEMENTS. A six (6) foot easement for the installation and maintenance of public utilities is reserved along each side of all tract lines, except in cases where one person owns two and/or more adjacent tracts. In such an event, said easement will not be reserved along interior tract lines.

- (a) All electrical service installed along the roads, easements and rights-of-way and to the residences located in the subdivision shall be installed underground with the exception of the electrical service along Big Creek Road adjacent to Tracts 1, 2, 3, 14, 15, 16 and 17.
- (b) All tract owners shall be responsible for providing their own sewage disposal systems by way of installation of subsurface sewage disposal field lines and shall be responsible for providing water to their residences by the installation of wells, at the owners cost. All installation of wells and subsurface sewage disposal systems shall be in accordance with and in conformity with the rules and regulations of the Cocke County Health Department.

8. ANIMALS, LIVESTOCK. All tracts or parcels may be utilized for agricultural purposes, provided, that no swine or fowl shall be raised on said tracts or parcels. However, one horse or one cow per two (2) acres is permitted. The breeding and raising of said livestock shall be conducted in a manner which shall not result in the overgrazing of said land or in a nuisance or detriment to any adjacent tract or parcel owner.

9. COVENANT WITH RESPECT TO MAINTENANCE OF LOT AND IMPROVEMENTS. No junk yards, outside toilets shall be erected or maintained on this property. No trash or debris is to accumulate on any tract, cause an odor or an eye sore view. All tracts must be kept clean, free from debris and junk at all times.

10. DWELLING COMPLETION. Once construction has begun, the structure must be completed within one (1) year from commencement of construction.

11. OVERNIGHT RENTALS. Overnight rental cabins are permitted, but no other commercial activity shall be allowed.

12. SIGNS. No sign of any kind shall be displayed to the public view on any tract except for signs of reasonable size advertising the property for sale or rent or signs used by the Developer, or its designee, to advertise during the Developer's sales and construction period.

13. ROAD USAGE. No tract adjoining roads in Faith Mountain may be used for ingress and egress to any property adjoining this subdivision, with the exception of those built and constructed by the Developer, their heirs and assigns.

(a) The Developers make no representations, warranties or guaranties, either express or implied that an owner of any tract can access any road adjoining the subdivision except for the use of the county roads known as Cabbage County Road, Big Creek Road, Jenny's Way which adjoins Big Creek Road giving access to Tracts 37, 38 and 48 and the roads described within the subdivision as Faith Mountain Road.

14. ENFORCEMENT. Any tract owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefore, or both.

15. HOMEOWNER'S ASSOCIATION. The Faith Mountain Owner's Association, Inc., a non-profit corporation has been established for the purpose of maintaining or repairing the roads, easements and rights-of-ways in the subdivision. The By-Laws of the Faith Mountain Owner's Association, Inc. are shown on the attached Exhibit "A".

A. Contribution of All Owners: The Homeowner's Association **and the owners of all tracts** in the subdivision shall have the responsibility of maintaining or repairing the following roads located in the subdivision:

- (1) Joy Way (portion that is 50 feet wide).
- (2) Bible Way.
- (3) Faith Mountain Way to the South boundary of the subdivision.
- (4) Grindstaff Road from its intersection with Faith Mountain Road to the Southern boundary of Faith Mountain Subdivision at Tract 32.

B. Contribution Limited to Specific Owners for Specific Easements. The Developer wishes to establish for the common use and benefit of the owners of certain tracts or tracts within the Faith Mountain Subdivision as shown on the plat, an easement for ingress and egress purposes (easement) and provisions for the maintenance of the easement and does hereby declare, for the benefit of the Grantees of certain tracts, the right to use the property described for purposes of ingress and egress only, in perpetuity, the following private driveways that serve the following tracts or tracts:

- (1) Jenny's Way – 50 feet wide off Big Creek Road to serve Tracts 37, 38 and 48.
- (2) Joy Way – 50 feet wide to serve Tracts 38, 39 and 48.
- (3) Self Way, serving Tracts 11, 12, 13, 14, 15, 18, and 19.
- (4) Praise Way, serving Tracts 25 and 52.
- (5) Joy Way – 30 foot wide portion serving Tracts 41, 42 and 47.

The costs and expenses, both ordinary and extraordinary, of maintaining and/or improving the driveways or easements described above, located on the easements shall be equally by the Grantees/Owners of the tracts served by those private driveways or easements on a pro-rate basis proportionate to their use of the easements. The costs and expenses may be collected in at least, but not limited to, three (3) ways:

(a) Each tract or tract owner will pay unto the Homeowner's Association, to be held and administered by the Homeowner's Association as a separate fund for each easement known as a "driveway maintenance fund" the sum set by the Homeowner's Association each year, due and payable the first day of January and each calendar year (payment date) thereafter while the property is vested in the individual owner. The Homeowner's Association shall have sole and absolute discretion as to the utilization of the driveway maintenance fund for the maintenance and improvement of the driveway located on the easement.

(b) In the event the Homeowner's Association, in its sole and absolute discretion, determines that the easement is in need of repair or improvement, the cost of which will exceed the amount available in the driveway maintenance fund, the Homeowner's Association shall have the authority to issue a contribution request to all of the Grantees. The contribution shall be due and payable by all Grantees served by the easement within thirty (30) days of the date the request is issued by the Homeowner's Association.

(c) In the event of an emergency, as declared by the Homeowner's Association, the Homeowner's Association shall have the authority to cause repairs to be made to the driveway located on the easement. Each tract owner using the easement shall share prorate in the cost of such repairs.

C. Exempt Tracts or Tracts. Tracts 1, 2, 3, 16 and 17 are located on County Roads (Cabbage County Road and Big Creek Road) that are maintained by Cocke County, Tennessee and are

therefore exempt from paying road maintenance fees to the association. There is a private right-of-way on Tracts 1, 2 and 3 which the owners of the three tracts shall share the maintenance on a pro-rata basis. Tracts 16 and 17 shall share the maintenance on Beth Way pro-rata according to their usage.

D. Authority to Set Fees and Collect: The Homeowner's Association shall have the authority upon the agreement of a majority of the owners to pave the primary roads and rights-of-way in the subdivision and to assess each owner for a pro-rata share of the payment. The Homeowner's Association shall have the authority to collect dues from each tract. The Homeowner's Association shall set the amount of the dues or assessments necessary for maintenance of the easements and common areas and shall have a right to enforce a lien on the tracts for the collection of delinquent maintenance fees and assessments that shall be made by the Homeowner's Association each year. The lien shall include all costs of collection, court costs, and interest on delinquent amounts and attorney fees if necessary for collection and enforcement of the lien. In the event that an owner becomes delinquent in payment of the assessments, a lien shall be assessed against the tract which shall include attorney fees, costs of collection, and interest at the rate of 12% per annum.

E. Individual Maintenance. The Homeowner's Association shall have the authority to maintain the private driveways leading to a home in the event that a tract owner does not keep the premises clean and clear of debris and charge the individual homeowner or tract owner as a lien against his or her property the amounts required to perform the weed eating and cleaning of trash in the area.

16. TITLE TO ROADWAYS AND EASEMENTS. The Developer hereby retains the legal title to all of the roadways, easements and rights-of-way in the subdivision for a period of three years or until such time as Developer has completed initial improvements thereon. The Developer, however, notwithstanding any provision herein, hereby covenants for themselves, theirs and assigns that they shall convey the roadways, easements and rights-of-way to the Homeowner's Association or to Cocke County, Tennessee, if the roads are brought to County acceptance standards. Notwithstanding any other provisions set forth herein to the contrary, Developer shall have the unfettered discretion to dedicate any or all of the roadways, easements and rights-of-way to the Homeowner's Association or to Cocke County, Tennessee or such other governmental entity as may be appropriate.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed on the day and date first above written.

Fred M. Holt
FRED M. HOLT
Vicki V. Holt
VICKI V. HOLT

STATE OF TENNESSEE

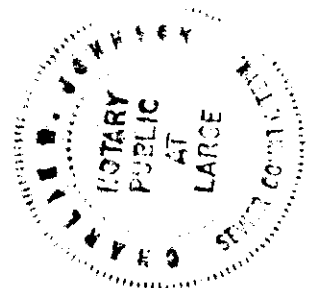
COUNTY OF Sevier

Personally appeared before me, the undersigned authority, a Notary Public, **FRED M. HOLT AND WIFE, VICKI V. HOLT**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that *he* executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17th day of September, 2002.

Charlie R. Johnson
NOTARY PUBLIC

My Commission Expires: April 26, 2004



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EXHIBIT "A"

BY-LAWS OF

FAITH MOUNTAIN OWNER'S ASSOCIATION, INC.

NAME AND LOCATION. The name of the corporation is **FAITH MOUNTAIN OWNER'S ASSOCIATION, INC.**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 4318 Liberty Road, Cosby, Cocke County, Tennessee 37722, but meetings of members and directors may be held at such places within the State of Tennessee, County of Cocke, as may be designated by the Board of Directors.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to **FAITH MOUNTAIN OWNER'S ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property known as **FAITH MOUNTAIN** recorded on map of record in **Plat Book 10, Page 139 and 140** in the Register's Office for Cocke County, Tennessee, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by or to be conveyed to the Association for the common use and enjoyment of the Owners. Said "common area" includes but is not limited to the private roads, easements and right-of-ways in Faith Mountain Subdivision.

Section 4. "Lot" or "Tract" shall mean and refer to any deeded plot of land shown upon any recorded or unrecorded subdivision map of the Properties with the exception of any areas designated or dedicated for a street and any areas reserved for future development and not numbered. Lots shall also include any lot or tract in Faith Mountain Subdivision, as amended from time to time, deeded by a metes and bounds description.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Developer" shall mean and refer to Fred M. Holt and wife, Vicki V. Holt, their successors and assigns.

Section 7. "Restrictions" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in Book 1107, Page 232 in the Office of the Register of Deeds of Cocke County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as an owner of a lot in Faith Mountain Subdivision.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on or before the first week of July, 2003, and each subsequent regular annual meeting of the members shall be held as set by the Board of Directors each year.

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

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing

a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Cocke County Tax Assessor's Office, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE III

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association. The initial Board of Directors shall be composed of Fred M. Holt, Vicki V. Holt and one other chosen by the Developer.

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

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

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

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the 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 IV

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictions. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

MEETINGS OF DIRECTORS

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

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

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

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) suspend the voting rights 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;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Restrictions;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (e) to take actions determined necessary by the Association Members to be necessary for the betterment of Faith Mountain Subdivision.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) to collect assessments to maintain the common areas (roads, easements and rights-of-way of Faith Mountain Subdivision), to wit:
 - (1) fix the amount of the annual assessment against each Lot or Tract at least thirty (30) days in advance of each annual assessment period; and
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the annual meeting to be approved by the members at the annual meeting; and

(3) file a notice of lien for delinquent assessments not paid within thirty days of this due date in the office of the Register of Deeds; to foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same and charge appropriate fees for collection including attorney fees where necessary.

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

(e) procure and maintain adequate liability and hazard insurance as the Board of Directors deems to be necessary;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the private roads, right-of-ways and easements, of Faith Mountain Subdivision to be maintained as set out in the Declaration of Restrictive Covenants.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

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

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

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

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

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign all checks.

SECRETARY

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

TREASURER

(c) The treasurer shall receive and deposit in appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restrictions, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided herein, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest per annum from the date of delinquency at the highest rate allowable by law, 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 assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or abandonment of his lot.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

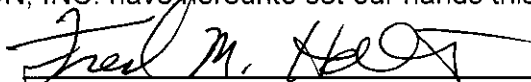
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

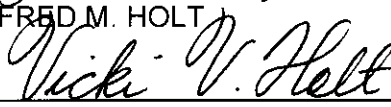
ARTICLE XIII

MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of the FAITH MOUNTAIN OWNER'S ASSOCIATION, INC. have hereunto set our hands this 30th day of AUGUST, 2002.



FRED M. HOLT


VICKI V. HOLT


CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Faith Mountain Owner's Association, Inc., a Tennessee Corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 30TH day of AUGUST, 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30TH day of AUGUST, 2002.



SECRETARY

BK 1107 PG 241