

GLENALDEN ASSOCIATION, INC.,

Plaintiff & Counter-Defendant,

VS.

No. CH-00-1438-1

JOE AND PHYLLIS KNOSE,

Defendants & Counter-Plaintiffs.

ORDER ON PLAINTIFF'S COMPLAINT

This matter came to be heard on May 7, 2001 through May 9, 2001 before the Honorable Walter Evans upon the Glenalden Association, Inc.'s (hereinafter "Plaintiff") Complaint for Damages and Equitable Relief against Joe and Phyllis Knose (hereinafter "Defendants"). After statements from counsel for both parties, the testimony of both the parties and their respective witnesses, a review of the evidence and exhibits, and upon the entire record as a whole, the Court finds as follows:

1. That the Defendants have encroached upon the common ground owned by the Plaintiffs, the Defendants have placed and used their children's playground equipment on the common ground owned by the Plaintiffs, the Defendants have altered and otherwise changed the landscape of the common ground owned by the Plaintiffs, and the Defendants have altered or changed the Plaintiff's maintenance building by having it painted to match the color of the Defendants' residence.

2. That the Defendants were given numerous opportunities to address or otherwise correct the encroachments, alterations and other changes and refused or otherwise failed to do so.

3. That the Plaintiff had the authority under its By-Laws and Covenants, Conditions and Restrictions to assess a fine and be reimbursed for its attorney fees for the above mentioned actions and/or omissions.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That the Defendants are ordered to immediately remove any and all objects or items, including landscaping, from the common ground owned by the Plaintiff with the exception of the concrete decking of the swimming pool that may be several inches over the property line in one small area (hereinafter referred to as "exception

area"). The Defendants will waive any and all current and future claim of ownership in the exception area in that all legal ownership is expressly retained by the Plaintiff.

2. That the Defendants are permanently enjoined from placing any and all objects or items, including landscaping, on the common ground owned by the Plaintiff in the future.

3. That a total judgment is granted against the Defendants, both jointly and severally, in the amount of \$24,337.50. Said judgment comprises of \$200.00 in compensatory damages for the repainting of the maintenance shed, \$4,137.50 in fines by the Plaintiff (41 days x \$25 per day and 249 days x \$12.50), and \$20,000.00 in attorney fees incurred in the prosecution of the Plaintiff's Complaint. Attorney fees for defending the counter-complaint and punitive damages will not be awarded.

4. That all costs of this action be assessed against the Defendants.

WALTER L. EVANS

HON. WALTER EVANS

Date: 17 May 2001

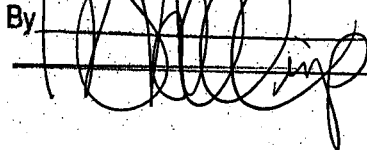
APPROVED FOR ENTRY:



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A TRUE COPY - ATTEST

Genny W. Armstrong, Clerk & Master

By  D.C. & M.

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