

IN THE CHANCERY COURT FOR ROANE COUNTY, TENNESSEE

JANIE V. LOVE (SALYERS), JACK &)
MARILYN ELKINS, MARGARET LARSON)
EVANS, MARK A. FERSNER, LAWRENCE)
& JOAN EDENFIELD, RONALD & DEBRA)
FARMER, WILLIAM AND GAIL ELY,)
GARY & MARY BYRD, and KENNETH &)
DEBORA HENSLEY,)

Plaintiffs,)

v.)

No. 16853

GREG LANDAICHE, COLLEEN)
LANDAICHE, and PAINT ROCK FARM)
LAKE ESTATES OWNERS' ASSOCIATION,)
INC.,)

Defendants.)

**ANSWER OF PAINT ROCK FARM LAKE ESTATES OWNERS' ASSOCIATION, INC.
TO AMENDED COMPLAINT**

COMES NOW Defendant Paint Rock Farm Lake Estates Owners' Association, by and through counsel, and for Answer to the Amended Complaint filed against it states as follows:

1. This Defendant is without knowledge or information sufficient to form a belief as to the veracity of the allegations of the first sentence of paragraph 1 of the Amended Complaint, and accordingly demands strict proof thereof. In response to the allegations of the second sentence of paragraph 1, Exhibit A to the Amended Complaint speaks for itself.
2. The allegations of paragraph 2 of the Amended Complaint are admitted.
3. The allegations of paragraph 3 of the Amended Complaint are admitted.
4. In response to the allegations of paragraph 4 of the Amended Complaint, it is admitted that venue is proper in this Court.

5. In response to the allegations of paragraph 5 of the Amended Complaint, it is admitted that the Plaintiffs are seeking a declaration and order from the Court as stated in paragraph 5.

6. In response to the allegations of paragraph 6 of the Amended Complaint, it is admitted that Defendants Greg and Colleen Landaiche constructed a gate on their property on Eagle Ridge Road. The allegations of the second sentence of paragraph 6 are admitted. In response to the allegations of the third sentence of paragraph 6, Exhibit B to the Amended Complaint speaks for itself.

7. The allegations of paragraph 7 of the Amended Complaint are denied.

8. The allegations of paragraph 8 of the Amended Complaint are denied.

9. The allegations of paragraph 9 of the Amended Complaint are denied.

10. In response to the allegations of paragraph 10 of the Amended Complaint, it is averred that Exhibit C to the Amended Complaint speaks for itself.

11. In response to the allegations of paragraph 11 of the Amended Complaint, it is averred that the Restrictive Covenants of Paint Rock Farm Lake Estates speak for themselves.

12. In response to the allegations of the first sentence of paragraph 12 of the Amended Complaint, it is averred that the Restrictive Covenants of Paint Rock Farm Lake Estates speak for themselves. In response to the allegations of the second sentence of paragraph 12, this Defendant is without knowledge or information sufficient to form a belief as to the veracity of those allegations, and accordingly demands strict proof thereof.

13. In response to the allegations of the first sentence of paragraph 13 of the Amended Complaint, it is averred that the Restrictive Covenants of Paint Rock Farm Lake

Estates speak for themselves. This Defendant is without knowledge or information sufficient to form a belief as to the veracity of those allegations, and accordingly demands strict proof thereof.

14. In response to the allegations of paragraph 14 of the Amended Complaint, it is averred that Exhibit D to the Amended Complaint speaks for itself.

15. In response to the allegations of the first sentence of paragraph 15 of the Amended Complaint it is admitted that a specially called meeting of the Association was held on January 4, 2011 to vote on extinguishing the portion of ingress and egress roadway easement on Lot 2. In response to the allegations of the second sentence of paragraph 15, it is admitted that the Landaiches sent a letter and a proxy form to Association members in advance of the January 4, 2011 meeting. In response to the allegations of the third sentence of paragraph 15, it is averred that Exhibit B to the Amended Complaint speaks for itself.

16. In response to the allegations of paragraph 16 of the Amended Complaint, it is admitted that at a specially called meeting of the Association on January 4, 2011, 26.88 votes were cast in favor of extinguishing the portion of ingress and egress roadway easement on Lot 2.

17. The allegations of paragraph 17 of the Amended Complaint are denied insofar as they pertain to this Defendant.

18. In response to the Plaintiff's Prayer for Relief, specifically including paragraphs 1 through 3 thereof, this Defendant denies that Plaintiffs are entitled to the relief sought against this Defendant.

19. Any and all allegations of the Amended Complaint pertaining to this Defendant and not herein above admitted, denied, or explained are hereby denied.

20. For further answer and affirmative defense, this Defendant avers that the Amended Complaint fails to state a claim against this Defendant for which relief may be granted.

21. For further answer and affirmative defense, this Defendant relies upon all applicable statutes of limitations, as well as the doctrines of estoppel, laches and waiver to the extent they prove applicable to the facts of this cause after investigation and discovery.

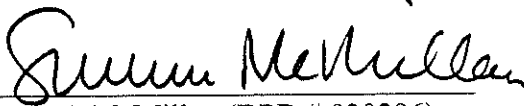
22. For further answer and affirmative defense, this Defendant denies that it was guilty of any act, whether of omission or commission, that directly or proximately caused or contributed to the damages alleged to have been sustained or incurred by Plaintiffs.

23. For further answer and affirmative defense, this Defendant avers that Plaintiffs' claimed damages were caused by actions or inactions of persons or entities over whom this Defendant has neither control nor the right to control.

24. For further answer and affirmative defense, this Defendant reserves the right to amend this Answer and plead additional defenses and to plead its defenses more specifically at the conclusion of its investigation and discovery in this cause.

WHEREFORE, this Defendant prays that the Plaintiffs' Amended Complaint be dismissed against this Defendant with prejudice, with court costs taxed to Plaintiffs, and that this Court grant this Defendant other such relief, legal or equitable, to which it deems this Defendant entitled.

Respectfully submitted this 4 day of November, 2011.

By: 
Summer H. McMillan (BPR # 020296)
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*Attorney for Defendant
Paint Rock Farm Lake Estates
Owners' Association*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing has been served upon the following counsel for parties in interest herein by delivering same to the offices of said counsel, or by mailing same to the offices of said counsel by United States Mail with sufficient postage thereon to carry the same to its destination.

F. Scott Milligan, Esq.
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This 4 day of November, 2011.



Summer H. McMillan