This instrument prepared by:

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SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

DECLARATION OF COVENANTS AND RESTRICTIONS OF BRAXTON CREEK

This **DECLARATION OF COVENANTS AND RESTRICTIONS OF BRAXTON CREEK** ("Declaration") is made and entered into as of _____, 2018 by **HOMESTEAD LAND HOLDINGS, LLC**, a Tennessee limited liability company ("Developer").

Developer is the owner of certain real property located in Knox County, Tennessee (the "Property"), as more particularly described as follows:

SITUATED in the 6th Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, identified on Tax Map 130 as a portion of Parcel 094 and Map 130 as all of Parcels 94.04, 94.03, 94.02 and 94.01 in the Property Assessor's Office for said County and being more particularly described as follows:

BEGINNING at a pipe located at the corner of property owned by T. Dooley (Map 130 098) and N. Campbell Station Road; thence continuing with N. Campbell Station Road South 64 deg. 30 min. 44 sec. West 109.79 feet to a point; thence a chord bearing of North 74 deg. 44 min. East, a chord distance of 207.87 feet, which is a length of 208.33 feet and a radius of 900.96 feet to a point; thence South 83 deg. 23 min. 43 sec. West, 93.06 feet to a point; thence leaving the road and with remaining property of Campbell, North 29 deg. 49 min. 13 sec. West, 1,215.57 feet to a point, corner with property of Chambers; thence North 47 deg. 30 min. 21 sec. East, 399.41 feet to a x-tie corner post; thence South 30 deg. 28 min. 12 sec. East, 48.73 feet to an existing iron pin; thence with M. Ketron property (Map 130 10302) South 32 deg. 09 min. 42 sec. East, 235.16 to an existing iron pin; thence with J. Newcomb property (Map 130 10301) South 29 deg. 28 min. 04 sec. East, 212.64 feet to an existing iron pin; thence with G. Buck property (Parcel 130 102) South 29 deg. 59 min. 08 sec. East, 95.40 feet to an existing iron pin; thence South 29 deg. 59 min. 08 sec. East, 31.14 feet to a point; thence South 59 deg. 51 min. 04 sec. West, 18.24 feet to a point located along the right-of-way of Newcomb Lane; thence continuing along the right-of-way of Newcomb Lane, South 30 deg. 08 min. 56 sec. East, 500.66 feet to a water valve; thence North 59 deg. 51 min. 04 sec. East, 11.80 feet to a point at the corner of Newcomb Lane and Dooley property (Map 130 098); thence with Dooley

property, South 29 deg. 59 min. 57 sec. East, 112.07 feet to an existing iron pin; thence South 29 deg. 59 min. 57 sec. East, 164.80 feet to the point of beginning and containing 11.88 acres according to a survey dated September 27, 2016 by Randy Denton, TN RLS No. 1152, whose address is 141 Foremast Road, Kingston, Tennessee 37763.

Being the same property conveyed to the Developer by that Warranty Deed dated May 4, 2017 of record as **Instrument No. 201705190070760** in the Knox County Register's Office.

Developer desires to create on the Property a residential community known as Braxton Creek ("Subdivision"), consisting of detached single family residences.

The Subdivision will have Common Areas for the use and benefit of all residents in the Subdivision. These Common Areas include the entry structure with landscaping, lighting, and sprinkler system. Also included are the street lights within the Subdivision.

Developer desires to provide for the preservation of the values in the Subdivision and for the maintenance of common facilities and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

Developer has deemed it desirable to create an entity to which should be delegated and assigned the powers of maintaining and administering the community and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. In order to carry out such duties, Developer has incorporated under the laws of the State of Tennessee a non-profit corporation known as BRAXTON CREEK HOMEOWNERS ASSOCIATION, INC.

NOW, THEREFORE, the Developer declares that the Property and all Lots which are a part thereof are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

1.1 The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

"Association" shall mean and refer to Braxton Creek Homeowners Association, Inc., a Tennessee non-profit corporation.

"Board of Directors" shall mean and refer to the Board of Directors of the

Association.

"Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

"Common Areas" shall mean all portions of the Property, and all buildings, improvements and structures located thereon and all easements, rights and appurtenances belonging thereto, other than the Lots or other improvements on a Lot. Common Areas shall include roads and streets, unless and until they have been accepted by the appropriate public authority for repair, maintenance and upkeep. The Common Areas may include, without limitation, entrance structures, walls, fences, medians, landscape islands in the Loggerhead Lane right-of-way, curbs, sidewalks, utilities, signage for the Subdivision, lighting, landscaping, irrigation systems, drainage areas and pipes and storm ponds.

"Developer" shall mean Homestead Land Holdings, LLC and its successors and assigns.

"Directors" shall mean and refer to a director of or member of the Board of the Association.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the Property with the exception of the Common Areas as heretofore defined.

"Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II hereof.

"Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Plat" shall mean and refer to that certain plat entitled "Braxton Creek" of record as **Instrument No.** 201806180074759, in the Register's Office for Knox County, Tennessee, and any new plats or surveys showing a revised division of the Property into Lots, additional phases, or reduction or addition of land which may hereinafter be recorded in said Register's Office.

"Property" shall mean and refer to the real property described in the recitals above, as depicted and shown on the Plat, together with all buildings, improvements, structures, rights of way and easements, whether now or hereafter located thereon or made appurtenant thereto. The Developer reserves the right to (i) reduce the real property in the Subdivision or (ii) add additional real property to the Subdivision and make any such property subject to this Declaration.

ARTICLE II

MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a Lot and shall expire upon the transfer, release or other conveyance of said ownership interest, other than a conveyance for security purposes.

2.2 Voting Rights. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all those Owners described in Section 2.1 with the exception of the Developer (until the Developer's membership converts as provided below). Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 2.1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B member(s) shall be the Developer, its successors and assigns. Class B members shall be entitled to ten votes for each Lot in which they hold the interest required for membership by Section 2.1. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) ten (10) years from the date this Declaration is filed of record in the Register's Office for Knox County, Tennessee.

If the Developer elects to add or annex additional Lots or property to the Subdivision as permitted hereafter, Developer shall have Class B membership in regard to such additional Lots or property on the same basis as outlined herein.

Said Class B membership shall be non-transferable except to the transferees of Developer's remaining interest in the Property and shall remain in the Developer, its successor or assigns, until such time as Class B membership terminates as provided in this Section 2.2. In the event more than one transferee acquires Developer's remaining interest in the Property, each transferee shall be a Class B member and shall be entitled to the voting rights and privileges set forth in this Section 2.2.

2.3 Votes Necessary for Action. Except as otherwise specifically required by the Declaration, the Bylaws, or applicable law, any action to be taken at a duly called meeting of the Members at which a quorum is present shall be binding on the Members upon the affirmative vote of a majority of the votes which may be cast at such meeting.

2.4 Board of Directors. The affairs of the Association shall be governed by a Board of Directors of not less than three (3) or more than five (5) members, to be elected annually by the Members. The members of the Board of Directors need not be owners of a Lot in the Subdivision. The Board of Directors may act in all instances on behalf of the Association, except as otherwise provided in this Declaration, the Bylaws or applicable law.

2.5 Maintenance of Common Areas. The Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the Common Areas, performing its duties under this Declaration and performing such other duties as the Board of Directors shall from to time deem advisable in the management of the Association.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON AREAS AND DEVELOPMENT PLAN

3.1 Owners' Easements of Enjoyment. Subject to the provisions of Section 3.2, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

3.2 Extent of Owners' Easements. The rights and easements of enjoyment in and to the Common Areas created hereby shall be subject to the following:

(a) Any rules and regulations reasonably adopted by the Association.

(b) The right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Owners in and to the Common Areas.

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of rules and regulations reasonably adopted by the Association.

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas or areas to any public agency, authority, utility, municipality or other governmental entity for any reasonable purposes or the right of the Association to mortgage or convey the Common Areas, and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, than no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by two-thirds of the votes eligible to be cast by the Owners of each class of membership in the Association, with each class of Owners voting as a class.

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(e) The rights of the Owners shall not be altered or restricted because of the location of the Common Areas in a phase or portion of the Subdivision in which such Owner is not a resident. Notwithstanding the phase or portion of the Subdivision in which the Lot is located, the Owners of such Lots shall be entitled to full use and enjoyment of all Common Areas as provided herein.

(f) The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the Association's Bylaws, such Owner's right of enjoyment in the Common Areas to the members of such Owner's family, such Owner's tenants, or such Owner's contract purchaser, who reside on the Property.

3.4 Development Plan.

(a) Developer reserves the right, without prior approval of the Members or the Association, to subdivide, change the interior design and arrangement of, and to alter the boundaries of the Lots, as long as Developer owns the Lots to be altered and complies with all local laws and regulations.

(b) It is contemplated that the Lots may be developed in multiple phases. Any additional phases may be developed and subdivided into a separate development at a later time by Developer or included within this Development at the election of Developer. In addition, Developer may convey a portion of the Property to the Association.

(c) Developer, at its sole option, may elect, from time to time, to create and establish Common Areas. Nothing contained herein shall require Developer to establish or create any additional Common Areas. If Developer elects to establish any additional Common Areas, the initial cost of construction of such additional Common Areas shall be borne by the Developer. Notwithstanding the foregoing, Developer may change, delete, enlarge, reduce or otherwise modify the Common Areas as long as the Developer owns the Common Areas and so long as such changes are done in compliance with applicable laws and ordinances.

3.5 Title to Common Areas. The Developer may retain legal title to the Common Areas until such time as, in the opinion of the Developer, the Association is financially able to manage, maintain and insure the same. At such time, the Developer shall convey and transfer the Common Areas to the Association. Notwithstanding anything to the contrary in this Declaration, prior to the conveyance to the Association by the Developer of its right, title or interest in and to all, or any portion, of the Common Areas, the Developer shall have the obligation and hereby agrees to manage, maintain and insure against liability the Common Areas; provided, however, that the Developer shall be entitled to recover from the Association, and the Association shall pay to the Developer, a pro rata portion of the costs and expenses incurred by the Developer in

managing, maintaining and insuring the Common Areas based on the number of Lots in Subdivision owned by Owners other than the Developer or its Affiliates over the total number of Lots in the Subdivision (not including the Common Areas). The cost incurred by the Association shall be paid by the Owners of the Lots in accordance with Article IV. At the point in time that the Developer conveys to the Association its right, title and interest in and to the Common Areas, or any portion thereof, the Association shall have the obligation to manage, maintain and insure against liability the Common Areas.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges determined in accordance with this Declaration; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Upon default in the payment of such assessments, the Association is authorized and entitled to record a notice of lien claim in the Register's Office for Knox County, Tennessee, and to foreclose that lien claim by attachment and sale of the property through appropriate legal proceedings. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation, jointly and severally, of the person who was the Owner of such property at the time when the assessment fell due. The Association may bring an action in court to recover such assessment, together with interest, costs and reasonable attorney fees, from each person who was an Owner of such Lot at the time when the assessment fell due, which action may be brought in lieu or in addition to the filing or foreclosure of the lien pursuant hereto. The personal obligation or the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and the beautification of the Subdivision and in particular for the acquisition, improvement, maintenance of properties, services, and facilities devoted to this purpose or for the use and enjoyment of the Common Areas, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with this Declaration and the Bylaws, the employment of attorneys to represent the Association when necessary, the satisfaction of the maintenance, repair and mowing obligations of the Association in this Declaration, including those in Sections 6.2 and 6.3(b), and such

other needs as may arise. The assessments shall not be specifically limited to the Common Areas, but shall extend to and include the right and duty to maintain and repair the lighting, traffic signals and signs within or pertaining to the Subdivision, to the extent such street or lights are the property and/or responsibility of the Association and any common easements and driveways. The costs of operation and maintenance of street lights and lighting regardless of the location within the Subdivision and the proximity to the individual Lots, to the extent such lights are the property and/or responsibility of the Association, shall be borne equally and prorated as to each Lot without regard of the ownership; it being the intent of this requirement to insure the safety, enjoyment and security of the entire Subdivision.

4.3 Annual Assessment. The Developer shall have the right to determine and set the annual assessment each year for a period of seven (7) years from and after the date of this Declaration. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for such year and to otherwise satisfy the provisions of Section 4.2. From and after the expiration of the seven year period, the assessment may be adjusted upward or downward as herein provided. The annual assessment shall be payable in monthly or quarterly installments or a single annual installment as directed by the Developer, if the Developer has set the annual assessment, or by the Board.

Each purchaser of a Lot shall pay $200.00 at closing to fund the Association, or such other amount as may be determined by the Association from time to time. Such amount shall be in addition to any other assessment required to be paid by Lot Owners.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4.3 hereof, the Association may levy in any year a special assessment applicable to the time period set forth in such special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, or any other matter as determined by the Association; provided that any such assessment shall have the affirmative vote of at least sixty-six and two-thirds (66 2/3%) percent of the votes of the Members who are eligible to vote and are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, annual or lump sum basis as designated by the Association.

4.5 Changes in Basis and Maximum of Annual Assessments. The Board may change the maximum annual assessment and basis of the assessment fixed by Section 4.3 hereof prospectively for any period provided that any such change shall have the assent of at least a majority of the Board of Directors.

4.6 Quorum for any Action Authorized Under Section 4.4. The quorum required for any action authorized by Section 4.4 hereof shall be as follows:

At the first meeting called for any action authorized in Section 4.4 hereof, the presence at the meeting of Members in person or by proxy entitled to cast fifty one (51%) percent of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7 Commencement of Annual Assessments. The first annual assessment shall become due and payable on the first day of the month following the lapse of thirty (30) days from the date of the sale of the first improved Lot in the Subdivision to a resident Owner. Thereafter as each person or entity becomes a member such new Members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment.

It shall be the duty of the Board of Directors to notify each owner of any change in the annual assessment or any special assessment and the due date of such assessment. Any assessment not paid within ten (10) days after the due date (the first day after such ten (10) day period shall be referred to as the "delinquency date") shall be delinquent. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such owner.

The due date of any special assessment under Section 4.4 hereof shall be fixed in the resolution authorizing such assessment.

4.8 Effect on Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment is not paid prior to the delinquency date (as specified in Section 4.7 hereof), then such assessment shall become delinquent and shall, together with interest thereon and cost of collection, as hereinafter provided and subject to Section 4.9, become a continuing lien on the Owner's Lot which shall bind such property in the hands of the then Owner, his heirs, devises, personal representatives and assigns.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum or the highest rate permitted under law, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the lien against the Owner's Lot, or may take both such actions, and there shall be added to the amount of such assessment reasonable attorneys fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys fees together with the costs of the action. An Owner may not waive or otherwise escape liability for

the assessments provided for herein by claiming offsets, the abandonment of such Owner's Lot or for non-use of the Common Areas.

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time such assessment accrued.

4.10 Exempt Property. The following property to the extent it is subject to this Declaration, shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Areas as defined in Article I hereof; (c) all properties exempt from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption; and (d) all properties hereinafter acquired by reason of foreclosure or otherwise by any mortgage lender of the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

4.11 Assessment on Lots Owned by Developer. Neither the Developer nor any entity controlled by Developer or under common ownership with the Developer or owned in part by any principal owner of the Developer, specifically including Saddlebrook Properties, LLC (each, an "Affiliate"), shall pay or be liable for the amount of any annual or special assessment for any Lot owned by Developer or such Affiliate, as applicable. This is in view of the fact that the Developer and its Affiliates will incur (1) all of the initial costs of constructing, building and installing the Common Areas and its improvements, incurring most of the initial maintenance costs of the same, and subsequently transferring said Common Areas to the Association free of cost, and (2) all of costs of the Developer's mowing obligations under Section 6.3(a). The exemption from paying assessments under the Declaration shall not affect an exempt party's status as a Member.

4.12 Books and Records. The books and records of the Association shall be kept in such a manner that is possible to determine and ascertain that (i) such sums are expended by the Association for development, improvements, maintenance and upkeep of all Common Areas of the Association, and (ii) such sums are expended for the purposes set forth herein.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

No building shall be erected, placed, altered (including, without limitation, any change of exterior color), or permitted to remain on any Lot until the building plans and specifications and a plan showing the location of the dwelling have been approved in writing by the Braxton Creek Architectural Review Committee (the "Architectural Review Committee") as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade level and elevation. The Architectural Review Committee shall be composed of three members appointed by the Developer. Members of the Architectural Review Committee need not be owners of a Lot in the Subdivision. A majority of the Architectural Review Committee may designate a representative to act for the Architectural Review Committee. In the event of the death or resignation of any member of the Architectural Review Committee, the Developer shall have the exclusive authority to designate a successor. In the event the said Architectural Review Committee or its designated representative fails to approve or disapprove such plans or specifications within thirty (30) days after the same have been submitted, as to the Lot for which plans and specifications were submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fully complied with. Further, such plans must be left with the Architectural Review Committee during the period of construction after approval. If no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and the covenant shall be deemed to be fully satisfied. The Developer shall continue to have the exclusive authority to appoint the Members of the Architectural Review Committee until such time as the Developer no longer owns any Lot in the Subdivision. After such time, the Board of Directors shall have the exclusive authority to appoint the Members of the Architectural Review Committee.

ARTICLE VI
MAINTENANCE

6.1 Owner Obligations. Each Owner (other than the Developer) of any Lot in the Subdivision, whether vacant or occupied, shall keep and maintain such Lot and the exterior of any and all improvements located on their Lot, with the exceptions of those items, such as lawns, that the Association maintains, in a neat, attractive and safe condition and will execute any repairs or improvements in conformity to standards as established by the Architectural Review Committee. The Developer's sole obligation with respect to maintaining any Lot own by the Developer is set forth in Section 6.3(a) below.

In the event an Owner (other than the Developer) of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the front yard, the exterior of the building and any other improvements erected thereon. The cost of such

maintenance shall be added to and become part of the assessment to which such Lot is subject.

6.2 Association and/or Developer Obligations. Except when such maintenance, repair and replacement is the obligation of the Developer pursuant to Section 3.5, the Association shall provide for the maintenance, repair and replacement of the Common Areas and the trees, shrubs, sidewalks, mailboxes, lampposts and other structures or improvements which may exist or hereinafter be constructed within the Common Areas as shown on the recorded Plat. In the event that the Developer or the Association, whichever party is responsible for such maintenance, repair or replacement pursuant to this Declaration, determines that the need for such maintenance, repair or replacement is caused in whole or in part through the negligent, willful or intentional acts or omissions of an Owner or the Owner's family, tenants, contract purchasers, guests, invitees or anyone permitted to be on a Lot by the Owner or the Owner's family, tenants, contract purchasers, guests or invitees, the costs of such maintenance, repair or replacement, to the extent such costs are not paid for by the insurance maintained by the Developer or Association, as applicable, shall be added to and become part of the assessment to which such Lot is subject and shall be collected in accordance with the terms of this Declaration.

6.3 Mowing.

(a) During the time Developer, or any entity under common ownership or control by Developer, owns a given Lot, Developer shall be obligated to mow the front, side and rear yards of such given Lot.

(b) After a Lot is conveyed to a party other than an entity under common ownership or controlled by Developer, the Association shall mow the front and side yards of such Lot, and except as limited as follows, the Association shall mow the rear yards of such Lot. The cost of all such services shall be paid by the Owners of the Lots in accordance with Article IV. The mowing obligations of the Association pursuant to this Section 6.3(b) do not include establishing the lawns or maintaining the sprinkler systems on each Lot, which shall be the sole responsibility of each Lot Owner, but may include, if the Board of Directors so elects, the cost of maintaining landscaped areas on any Lot. The Association shall have no obligation to maintain any landscaped areas until that election is made by the Board of Directors. Each Owner hereby grants to the Association, its agents, employees, successors and assigns, a permanent, non-exclusive easement to go on and over such Owner's Lot for the purpose of allowing the Association to satisfy its obligations under this Section 6.3(b). In the event a Lot's rear yard has been enclosed or access to the rear yard is otherwise obstructed, the Owner of that Lot, at its sole cost and expense, shall be responsible for mowing and other maintenance to its rear yard. The Association may, at its option, elect to offer to Owners the opportunity to have the fence or obstructed rear yard mowed by the company used by the Association for lawn service. The Association shall set the costs for any such services offered. Such costs shall be separate and apart from any assessment due under this Declaration or the Bylaws and shall be paid by the Owner in

advance directly to the Association.

(c) The Association shall not be liable to any Owner or to the Owner's family, tenants, contract purchasers, guests, invitees or anyone permitted to be on the Lot by the Owner or the Owner's family, tenants, contract purchasers, guests or invitees for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of an alleged failure of the Association to take some action or perform some function required to be taken or discomfort or interruption arising from the maintenance, repairs, replacements or other actions which are the responsibility of the Association. The Association shall repair incidental damage to any Lot resulting from performance of work which was the responsibility of the Association.

ARTICLE VII
INSURANCE

7.1 Hazard and Flood Insurance. Each Owner shall obtain, and maintain in effect fire and appropriate extended insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of the improvements located on the Lot owned by the Owner, which insurance shall be subject to such additional requirements as may be established from time to time by the Board of Directors or the Association by resolution. Such additional insurance requirements may be set forth in agreements or other undertakings which the Board of Directors or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the Property. The insurance may not be canceled or substantially modified without at least thirty (30) days prior written notice to the Association and, in the case of hazard insurance, first mortgagees of Lots. All such policies of insurance shall be written with a reputable company licensed to do business in the State of Tennessee. Any such insurance policies covering any Lot shall be required to be filed with the Association within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify in writing the Association in the event such policy is canceled and/or modified.

7.2 Obligation to Repair and Restore.

(a) Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Lot, the insurance proceeds from any insurance policy covering a Lot or improvements on such Lot shall be first applied to the repair, restoration, or replacement of the improvements on such Lot. Each Owner shall be responsible for the repair, restoration or replacement of the improvements on each Lot owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be generally harmonious with the other Lots, and reconstruction must be consistent with plans approved by the Board of Directors or a subcommittee appointed

by the Board of Directors. Reconstruction must be completed within eighteen (18) months of the loss or such greater period of time as approved by the Board of Directors.

(b) If the proceeds of the insurance are insufficient to pay for the costs of repair, restoration, or replacement of the improvements upon a Lot, the Owner of such Lot shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

(c) If the insurance proceeds are in excess of the amount necessary for the repair, restoration, or replacement of the improvements upon a Lot, the Owner of such Lot shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any first mortgage covering such Lot.

7.3 Additional Insurance by Owners. Each Owner may obtain additional insurance at his or her own expense, provided, however, that (i) such policy or policies shall not be in contravention of such other insurance which from time to time shall be established by the Board of Directors or the Association and (ii) no Owner shall be entitled to exercise his or her right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.

7.4 Association Rights. If any Owner fails to obtain the insurance required in this Article VII, or fails to pay the premiums therefor when and as required or fails to otherwise perform the obligations of an Owner under this Article VII, the Association may (but shall not be obligated to) obtain such insurance, make such payments for any such Owner and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the annual assessment of such Owner.

7.5 Casualty Insurance on Insurable Common Areas.

(a) The Association shall keep all insurable improvements and fixtures of the Common Areas (other than curbs, gutters, and other items not normally insured) insured against loss or damage by fire for the full insurance replacement costs thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure all other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association shall be common expenses included in the regular assessments made by the Association. Notwithstanding anything to the contrary set forth herein, the Developer and any mortgage lender of the Developer shall be named

as an additional insured under the insurance required herein for so long as the Developer maintains any interest in the Subdivision and owns any Lot.

(b) When, pursuant to this Declaration, Developer is obligated to obtain and maintain insurance coverage on the Common Areas, Developer shall obtain and maintain such insurance as is required of the Association in Section 7.5(a) and such other insurance as the Developer may deem desirable, including such other real and/or personal property owned or to be maintained by the Developer.

7.6 Replacement or Repair of Common Areas. In the event of damage to or destruction of any part of the Common Areas improvements, the Association (or the Developer, as applicable) shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds, in addition to any other assessments.

7.7 Director's and Officer's Insurance and Liability Insurance. The Board of Directors of the Association or managing agent shall obtain and maintain, to the extent available, director's and officer's liability insurance and comprehensive general liability insurance for death, bodily injury and property damage arising out of or in connection with the use of the Common Areas by Owners, their guests and other users, in such limits as the Board of Directors may from time to time determine to be appropriate, covering each member of the Association's Board of Directors, the managing agent, and each Owner and such additional coverage as the Board of Directors may from time to time determine is appropriate. Such liability insurance policy shall name the Developer and any mortgage lender of the Developer as an additional insured for as long as the Developer owns any Lot in the Subdivision, including the Common Areas.

7.8 Annual Review of Association Policies. All insurance policies maintained by the Association shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to satisfy the requirements of this Declaration. If requested by a mortgagee, duplicate originals of all policies and renewals thereof together with proof of premium payments shall be delivered to such mortgagees and at least thirty (30) days written notice shall be given to mortgagees prior to cancellation or substantial modification of such policies. The insurance shall be carried in blanket form naming as the insured party the Association as attorney-in-fact for all of the Owners as each Owner's interest shall appear.

ARTICLE VIII
GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

8.1 Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business, or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any Developer of residences in the Subdivision from using any Lot owned by Developer or such Developer for the purpose of carrying on business related to the development, improvement and sale of Lots in the Subdivision.

8.2 Common Areas. The Common Areas shall be used only by the Owners and their agents, servants, tenants, family members, invitees, and licensees for access, ingress to and egress from their respective Lots and for such other purposes as many be authorized by the Association. There shall be no obstruction of the Common Areas.

8.3 Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Areas, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots and/or the Common Areas.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

(c) All alarms or security systems with a siren, bell, or other auditory warning device shall have an automatic device to stop the siren, bell, or other device from sounding after a five (5) minute period of time.

8.4 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Review Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 8.5.

8.5 Landscaping. No construction or alteration of any structure on a Lot shall take place without the prior written approval by the Architectural Review Committee of plans and specifications for the landscaping to accompany such construction or

alteration.

8.6 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications thereof approved by the Architectural Review Committee. No contractor or Developer shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the Architectural Review Committee.

8.7 Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Architectural Review Committee's prior written approval of plans and specifications thereof, be installed, altered or maintained on any Lot, or on any portion of the Structure visible from the exterior thereof, except:

(a) such signs as may be required by legal proceedings;

(b) a sign indicating the builder of the residence on the Lot;

(c) a "For Sale" sign to be no larger than five square feet in area for the original sale of the property by the Developer.

(d) directional signs for vehicular or pedestrian safety in accordance with plans and specification approved by the Architectural Review Committee.

(e) Developer and its Affiliates and their respective real estate brokers may place a "Sold" or "Sale Pending" sign on any Lot or house and leave signage up for a time period not to exceed one hundred eighty (180) days following consummation of the sale of any completed house.

8.8 Setbacks. In approving plans and specifications for any proposed Structure, the Architectural Review Committee may establish setback requirements for the location of such Structure which are more restrictive than those established by the Plat. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

8.9 Fences and Walls. In general, fences and walls (except those installed by the Developer or otherwise in this document) are not allowed in the Subdivision as they are often contrary to the architectural and landscaping concepts as well as the sense of community that is promoted. In the backyard area, fences will be permitted from an approved set of fencing types adopted for use by the Architectural Review Committee. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications and location for such fences and walls. No fence or wall may be built on a Lot in an area or in a manner that changes the topographical grade of the Lot or impedes the drainage of stormwater over and across the Lot and the surrounding areas. An Owner that constructs a fence or wall in violation of this Section 8.9 shall be liable for the cost and expense of all damages caused by such construction, including the removal of any such fence or wall and the remediation of the Lot and the surrounding

land.

8.10 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications. Specifications shall include the proposed materials to be used in constructing such roads and driveways. Parking spaces, garages, and the driveway to garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape, and compatibility with surrounding improvements. All home-sites shall have a driveway of stable and permanent construction of at least twelve (12) feet in width. Unless prior approval is obtained from the Architectural Review Committee, all driveways must be paved with concrete.

8.11 Antenna. In the event that antenna, satellite dishes or other such devices are required to be allowed upon Lots by any valid governmental rule or regulation, then the Architectural Review Committee shall have the authority to restrict the location, size, placement and type of such devices to reduce the visual impact of such devices as much as possible, and to the extent permitted under law such devises will not be permitted to be placed in any location visible from the street. Further, the Architectural Review Committee may require screening or landscaping to conceal such devices from the street and neighbors. Before any such device may be placed upon any Lot, the Lot Owner must submit plans to the Architectural Review Committee for its consideration and approval as required for any other structure.

8.12 Clotheslines. No outside clotheslines shall be placed on any Lot.

8.13 Recreational Vehicles and Trailers. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot or on any of the streets. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the Architectural Review Committee prior to its being moved onto the construction site.

8.14 Recreational Equipment and Pools. Swimming pools, spas, recreational and/or playground equipment are permitted subject to the Architectural Review Committee's approval of plans and specifications of structures. Pools must be in ground and constructed of gunite.

8.15 Accessory Structures. The Architectural Review Committee shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of an accessory structure may not be commenced until complete final plans and specifications shall have been submitted and approved by the Architectural Review Committee in accordance with the provisions of these covenants. All additions of this sort must be located in the "Backyard Area".

8.16 Mailboxes. Mailboxes will be consistent and as selected by the

Architectural Review Committee.

8.17 Improvements of Lots. All construction of dwellings, accessory structures and all other improvements in the Subdivision shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.

(b) All single-family residences constructed on the Lots shall be "traditional" in style. The determination of whether or not a residence is "traditional" shall be decided by the Architectural Review Committee in its sole and uncontrolled discretion.

(c) Concrete or concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot, except for retaining walls when approved by the Architectural Review Committee, and there shall be no chain-link fence or fences or walls of any other material which the Architectural Review Committee determines to be incompatible with dwellings or other structures in the Subdivision.

(d) Only one mailbox shall be located on any Lot. All mailboxes shall be of a common design and shall include only the house number, and shall be located as prescribed by the United States Postal Service. The owner shall purchase the mailbox from the Architectural Review Committee.

(e) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other material or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

(f) No exposed, above ground tanks for the storage of fuel or water or any other substances shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Review Committee.

(g) All garages must have doors approved by the Architectural Review Committee and each garage door must be coordinated with the dwelling to which it is appurtenant. Garage doors shall be kept in working order and shall be kept closed when not in use.

(h) No window air conditioning unit may be located in any part of any dwelling or accessory structure.

(i) Any screen porch which is part of any dwelling or accessory structure must have a dark color screen, and no bright color silver finish screens may be used.

(j) Any construction on a Lot shall be at the risk of the Owners of such

Lot and the Owner of such Lot shall be responsible for any damages to any curbing or sidewalks resulting from construction on such Lot. Any damage to any section(s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonably possible but in no event not more than thirty (30) days after completion of such construction.

(k) Utility Service. No lines, wires or other devices for communications purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy, shall be constructed or placed on any homesite unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on building, or other approved improvement. Above ground electrical transformers and other equipment may be permitted if properly screened and approved by the Architectural Review Committee. In addition, all gas, water, sewer, oil, and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

(l) Refuse and Storage Area. Garbage and refuse shall be placed in containers and shall be capped and containers in such a manner that they are inaccessible to animals. The containers shall be concealed within the garage. Garbage pick up will be contracted thru the Association and assessed accordingly.

(m) Lawn Furnishings. No bird baths, frog ponds, flag poles, lawn sculptures, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any homesite without prior approval of the Architectural Review Committee.

(n) Lighting. All exterior lighting shall be consistent with the charter established in the Subdivision and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up lighting or down lighting. No color lens or lamps are permitted.

8.18 Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Owner or occupant of a residence on a Lot shall be permitted to have more than three pets of the same species at any one time, and all pets shall be kept inside the residence except when being walked with a leash or contained in a fenced-in backyard. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot.

8.19 Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the Architectural Review Committee. If such approval is given, such system must be located, constructed, and equipped in accordance with the requirements, standards and recommendations of federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the

Owner of the Lot to be served by such system.

8.20 Trees and Shrubs. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without prior approval of the Architectural Review Committee unless located within ten (10) feet of the approved site for a dwelling or within the right-of-way of driveways or walkways. This provision shall not apply to damaged or dead trees which must be removed due to an emergency.

8.21 Building Construction Standards.

(a) Exterior Materials. Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Exterior materials shall be approved by the Architectural Review Committee.

(b) Exterior Colors. Finish colors shall be applied consistently to all sides of the building. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property.

(c) Exterior Trim and Decorations. Exterior window and door trim and similar decorations shall all be the same color and materials, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.

(d) Roofs. Roofing materials must be a minimum of a 30-year architectural dimensional shingle. Roof pitch must be 6/12 or higher. Variances on roof pitches must be approved in advance by the Architectural Review Committee. Metal roofing, slate, or simulated slate roofing will be approved subject to being architecturally adaptable and subject to Architectural Review Committee approval.

(e) Window Treatments. All interior window treatments such as drapes and blinds shall have a solid light colored appearance from the exterior and are subject to approval by the Architectural Review Committee.

8.22 Landscaping and Open Space Standards.

(a) Site Design and General Landscaping Concepts. The architectural design and the site planning of the Subdivision is intended to be that of a traditional architectural style. Building setbacks, site amenities and landscape improvements for each individual Lot as well as the entire community are intended to create an overall feeling of unity, consistency and harmony. The community atmosphere will be created by requiring the consistent use of materials and architectural styles described herein as well as disallowing fences and walls that define individual lots. The guidelines and restrictions herein are intended to maintain the design intent of the Architectural Review Committee and sustain the attractive aesthetic appearance of the community.

(b) Any homesite which shall have been altered from its natural state, shall be landscaped according to plans approved by the Architectural Review

Committee. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly materials. Landscaping as approved by the Architectural Review Committee shall be installed no later than thirty (30) days following completion of any building with weather permitting.

(c) Landscaping and Site Improvements. Landscaping and site beautification is required within certain areas of each Lot. In keeping with the desire to maintain a generally consistent community appearance, some restrictions will apply.

(d) Side Yards. These area are located parallel to the house and side property lines. Planting in this area must not restrict access/movement between front and rear property areas.

(e) Sod. All front yards areas within each homesite not covered with pavement, buildings, shrubs, or ground cover shall be completely sodded. Sod shall extend to the rear corner sides of each dwelling.

(f) Mulch. All areas within homesites not covered with pavement, buildings, shrubs, mulch or ground cover or sod shall be covered with ground covered approved by the Architectural Review Committee.

(g) Irrigation. Automatic sprinkler systems are required for complete coverage of all front, side, and rear yards. Automatic sprinkler system coverage shall also include the landscaping located between the subdivision sidewalks and the curbs throughout the subdivision.

8.23 Sidewalks, Walkways, Patios, and Decks. The Architectural Review Committee approved Landscape Designer will provide design consultation and plans for sidewalks and patios as part of the services for the remainder of the Lot. Special design requests such as swimming pools, spas, fountains, or the extraordinary features will become part of the scope of the work if requested by the homeowner, but will be paid for separately by the Lot Owner.

8.24 Recreational Equipment. No swimming pools, recreational and/or playground equipment of any kind shall be erected, installed, maintained, or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications for such structures. All additions of this sort must be located in the "Backyard Area". Playground equipment must be constructed of wood other than pressure treated pine. No above ground clubhouses, forts, dollhouses, or tree houses are permitted.

8.25 Alteration and Subdivision of Lots. An Owner (other than the Developer) must have prior written approval of the Board of Directors before subdividing a Lot, combining Lots or altering in any way the boundary of a Lot. Such actions shall also require the approval of the Planning Commission of Knox County. After a Lot Owner (a) receives the prior written approval of the Board of Directors to combine Lots and (b) records a plat approved by the Planning Commission showing such combination (the "New Lot"), the New Lot shall be subject to only one assessment (instead of multiple assessments representing the former multiple Lots) and likewise, the Lot Owner is entitled to only one vote (instead of multiple votes for the former multiple Lots). Mere

alteration of a boundary line shall have no effect on the number of assessments or number of votes of the respective Lot Owner.

ARTICLE IX
EASEMENTS

9.1 Easements and other restrictions in conformity with and as shown upon the recorded Plat of the Subdivision are expressly reserved for the Developer, the Association and their representatives, agents, employees, contractors, successors and assigns, for the overall development of the Subdivision, and no additional easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any Lot unless (a) prior written permission is granted by the Developer or the Association or (b) as set forth in this Declaration.

9.2 All Owners grant a permanent easement to and for the benefit of an adjoining Owner or the Association for any minor encroachment over said Owner's boundary line to connect fences and walls of the same or substantially similar type, size, height and construction.

9.3 All Owners grant a permanent easement to the Association over and across all lawn and landscaped areas of any Lot for the purpose of maintaining all lawns which are a part of Lots and providing such other services as the Association may elect to provide from time to time.

9.4 All Owners grant the Developer, Saddlebrook Properties, LLC and their respective agents, employees, contractors, successors and assigns, and any future builders in the Subdivision, an easement to place construction materials on their Lot for a temporary period of time in connection with the improvement of any adjoining or nearby Lot. Any damage caused to said Lot by such storage or placement of construction materials shall be repaired by the party responsible for the damage.

9.5 The Developer and the Association have a reasonable right of entry upon any Lot, the Common Areas and any other part of the Property to make emergency repairs, fulfill their obligations under this Declaration, conduct any other maintenance, care, repair, replacement or other actions as authorized under this Declaration, to exercise the easement rights created, granted or reserved in this Declaration or the Plat, and to do such work as reasonably necessary for the proper maintenance, architectural continuity, welfare, safety and operation of the Subdivision (but the Developer and Association shall have no duty to do so). A perpetual non-exclusive easement for access, ingress and egress upon each Lot, the Common Areas and any other part of the Property is hereby created, granted and reserved to the Developer, the Association and their respective agents, employees, contractors, successors and assigns for such purposes.

ARTICLE X
WAIVER AND MODIFICATION

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein as to any part of the Subdivision then owned by Developer and with the consent of the Owners as to any other Lot in the Subdivision. Developer shall have the further right before a sale to change the size of or locate or relocate any Lots, streets, or roads shown on any of the plats of the Subdivision.

ARTICLE XI
ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more persons, corporations or entities which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released therefrom.

In the event the Developer assigns the rights reserved and granted to the Developer in this Declaration to one or more persons or entities, the transferees of such rights shall have a pro rata share of such rights based on those Lots and corresponding Common Areas so transferred.

In the event any mortgage lender of the Developer becomes the fee owner of any Lot, any aspect of the Common Areas or any other component of the Property subject to the Declaration by reason of foreclosure or otherwise, such mortgage lender shall succeed to and be entitled to exercise the rights reserved and granted to the Developer in this Declaration without having to execute any written instrument.

ARTICLE XII
FUTURE ADDITIONS

The Developer can add and annex any land outside the Property to the Subdivision by executing and recording a Declaration of Annexation or an Amendment to this Declaration in the Register's Office for Knox County, Tennessee. The Developer may create Lots and Common Areas through phasing on the additional land so annexed so that such annexed property is subject to this Declaration. Developer may also elect, in its sole discretion, to develop the additional real property as a separate development subject to different or no covenants, conditions, restrictions and easements. These actions may be done without the consent of the Members, provided Developer satisfies any applicable legal or governmental requirements.

ARTICLE XIII
TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2038, at which time said covenants shall be automatically extended for successive periods of ten years unless amended pursuant to Article XVI.

ARTICLE XIV
ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV
SEVERABILITY

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.

ARTICLE XVI
AMENDMENTS

The covenants, conditions and restrictions set forth herein may be amended by an amended declaration signed by the current Owners of not less than seventy-five percent (75%) of the Lots in the Subdivision; provided, any such amendment must have the approval of and be signed by the Developer so long as the Developer owns a Lot in the Subdivision. Any amendment will not be effective until it is recorded in the Register's Office for Knox County, Tennessee.

Notwithstanding the foregoing, the Developer shall have the unilateral right to amend this Declaration, the Charter and the Bylaws of the Association, and the Rules and Regulations and to file new plats and surveys showing additional phases and/or revised division of the Property into Lots so as to (a)(i) conform with applicable laws, governmental regulations, statutes and municipal planning commission standards, (ii) meet the requirements of lending institutions and agencies associated with the Subdivision so that the development and said documents are "approved," (iii) correct any inconsistencies, errors or inadequacies therein, (iv) more particularly resubdivide the Property into Lots (by legal description if necessary), or (v) exercise of the rights of the Developer as set forth in this Declaration, including, without limitation, the rights

granted to Developer under Articles III, XI, XII and XVI.

IN WITNESS WHEREOF, Homestead Land Holdings, LLC, a Tennessee limited liability company, has caused this Declaration of Covenants and Restrictions of Braxton Creek to be executed as of the date set forth above.

HOMESTEAD LAND HOLDINGS, LLC

By: _____
Robert L. Mohney,
Managing Member

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a notary public of the state and county aforesaid, personally appeared ROBERT L. MOHNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to the Managing Member of Homestead Land Holdings, LLC, the within named bargainor, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself Managing Member.

Witness my hand and seal, this 5 day of June, 2018.

Mary Samples
Notary Public

My commission expires: 9-6-21

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