

THIS INSTRUMENT PREPARED BY:

Luke D. Durham, Esq.
Tarpy, Cox, Fleishman & Leveille, PLLC
Landmark Center North Tower
1111 Northshore Drive, Suite N-290
Knoxville, Tennessee 37919
(865) 588-1096

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CAMPBELL CREEK SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS ("Amended Declaration") is made and entered into this ____ day of _____, 2015, by **CAMPBELL CREEK HOMEOWNERS ASSOCIATION, INC.**, a Tennessee Corporation (the "Association"); with its principal office in Knox County, Tennessee, for itself, its successors, grantees and assigns, pursuant to the provisions of the Tennessee Horizontal Property Act (Tennessee Code Annotated 66-27-101, et seq.); and

W I T N E S S E T H:

WHEREAS, on June 20, 2007, the Developer, S & E Properties, LLC, (the "Developer") executed the "Declaration of Covenants and Restrictions For Campbell Creek Subdivision" which were subsequently recorded on June 21, 2007, in the Register's Office for Knox County, Tennessee as Instrument No. 200706210104839; (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association has taken ownership from the Developer and desires to file this Amended and Restated Declaration of Covenants and Restrictions to provide for the preservation of the values and amenities in said community and for the maintenance of said common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has previously executed certain Covenants for Permanent Maintenance of Storm Water Facilities which are recorded as Instrument No. 200706040099610, in the office of the Knox County Register of Deeds.

WHEREAS, Developer incorporated under the laws of the State of Tennessee as a nonprofit corporation Campbell Creek Homeowners Association, Inc. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Association declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to Campbell Creek Homeowners Association, Inc.
- (b) "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land which Developer proposes to convey and transfer to the Association for the common use, benefit, and enjoyment of the owners of the Properties, together with any personal property utilized for the common use, benefit and enjoyment of the owners of the Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the owner whether one or more persons or entities, of the fee simple legal title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage shall not mean or refer to a mortgagee or deed of trust beneficiary unless and until such mortgagee or beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Member(s)" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.
- (h) "Traditional Architecture" shall be defined as residential architecture categorized as a Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, and all other Traditional Single Family Residential Architecture common in the United States and not typically referred to as Contemporary.
- (i) "Director" shall mean and refer to a Director, Officer, or Member of the Board of Directors of Campbell Creek Homeowners Association, Inc.
- (j) "Board of Directors" shall mean and refer to the Board of Directors of Campbell Creek Homeowners Association, Inc.
- (k) "Subdivision" shall mean and refer to Campbell Creek Subdivision (sometimes herein called "Campbell Creek") and such additional units as shall be made subject to these restrictions hereafter as provided in Article II.
- (l) "Builder" shall mean and refer to any licensed general contractor who purchases and owns a Lot for the purpose of constructing thereon a residence for resale.
- (m) "Plat" shall mean and refer to the subdivision plat for Campbell Creek Subdivision recorded as Instrument No.200706210104838 in the office of the Knox County Register of Deeds.
- (n) "Stormwater Covenants" shall mean and refer to the Covenants for Permanent Maintenance of Stormwater Facilities recorded as Instrument No. 200706040099610.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THEREOF

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Knox County, Tennessee, and is more particularly described as follows:

SITUATED in the Sixth Civil District of Knox County, Tennessee, without the corporate limits of the City of Farragut, Tennessee, being land included in the subdivision known and designated Campbell Creek Subdivision, as shown on the map of the same recorded as Instrument No. 200706210104838 in the Registers Office for Knox County, Tennessee.

BEING a part of the same property conveyed to S & E Properties, LLC, by deed recorded as Instrument No. 20060420087948 in the Knox County Register's Office.

Section 2. Additional Units of Campbell Creek may be made subject to this Declaration by recording of declarations of annexation at the sole discretion of the Developer, its successors or assigns.

Any such subsequent Declarations of Covenants and Restrictions once approved by said Developer shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all units of Campbell Creek.

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

Section 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 an 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 expires upon the transfer or release of said ownership interest.

Section 2. VOTING RIGHTS. The Association shall have one class of voting membership:

Members shall be all those Owners as defined in Section 1. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 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.

Section 3. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors to be elected annually by the membership.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. TITLE TO COMMON PROPERTIES. The Developer may retain the legal title to the Common Properties until such time as in the opinion of the Developer the Association is financially able to maintain the same. At such time the Developer shall convey and transfer the Common Properties to the Association.

Section 3. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Members in and to the Common Properties, including, but not limited to the right to prevent the sale or confiscation of said Common Properties from creditors or lien holders of the Association.
- (b) the right of the Association, as provided in its Charter and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties and promulgate rules and regulations ("Rules and Regulations") for the use thereof.

(d) the right of the Association to dedicate or transfer all or any part of the Common Properties or areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors of the Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by at least three members of the Board of Directors at a duly constituted board meeting.

(e) the rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Property in a unit of Campbell Creek, in which such Member is not a resident. Common Property belonging to the Association shall result in membership entitlement notwithstanding the unit in which the Lot is acquired, which results in membership rights as herein provided.

Section 4. Upon transfer of the Common Properties to the Association, the Association shall assume responsibility for compliance with the Stormwater Covenants.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Each Owner of any Lot by acceptance of a deed therefore, 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; (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 property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Association may elect to collect the annual and/or special assessments on a monthly basis.

Section 2. PURPOSE OF ASSESSMENT.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare of the Members and the repair, maintenance and beautification of the Common Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties situated upon the Properties including, but not limited to, the payment of taxes and insurance thereon, the amenities, brick pavers in streets, detention basins, landscaping and irrigation, and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The assessments shall not be specifically limited to the Common Properties, but shall extend to and include the right to maintain and repair all of the previously enumerated areas and the street and area lighting, traffic signals, and signs pertaining to the subdivision and the repair and replacement of any street signs located therein. The cost of the operation and maintenance of street lights and lighting regardless of the location within the subdivision and the proximity to the individual lots shall be borne equally and prorated as to each lot without regard to the ownership; it being the intent of this requirement to insure the safety, enjoyment and security of the entire subdivision.

Section 3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized by Section 2 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties including the necessary fixtures and personal property related thereto provided that any such assessment shall have the assent of at least three members of the Board of Directors.

Section 4. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

The Association may change the maximum and basis of the assessment fixed by Section 2 hereof prospectively for any period provided that any such change shall have the assent of at least three Members of the Board of Directors.

Section 5. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows: At the first meeting called as provided in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast Forty (40%) percent of all the votes 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 set forth in Sections 3 and 4 and the required quorum at any such subsequent meeting shall be one-half, Twenty (20%) percent, of the required quorum of Forty (40%) percent at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The annual assessment shall become due and payable on the thirty-first (31st) day of January for each calendar year. 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. 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 3 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENT, THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.

If the assessments on a Lot are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with a \$25.00 late fee and continuing interest at a rate of 10% per month (\$15.00 per month) thereon and cost of collection, including late fees, reasonable attorney's fees, and interest, thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Penalties for late payment may be assessed by the Board in its sole discretion. The Board may amend, increase, or decrease the late fees and interest rate in its sole discretion.

If any 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 (10) percent per annum or the maximum legal rate, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the Court together with the costs of the action.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any 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 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 nor 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.

Section 9. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the assessments, charges and liens 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 Properties as defined in Article I, Section 1 hereof, (c) all properties exempted from taxation by the laws of the State of Tennessee or United States of America upon the terms and to the extent of such legal exemption.

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

Section 10. MANAGEMENT.

The Association acting by and through its Board of Directors shall have the right to engage and employ such individual corporations or professional managers for the purpose of managing and maintaining the Common Properties and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

ARTICLE VI
DURATION

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2045, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of lots it is agreed to change said covenants in whole or in part. Notwithstanding the foregoing, these covenants may be amended as provided in Article XXIV hereafter.

ARTICLE VII
ENFORCEMENT

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

ARTICLE VIII
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 IX
LAND USE AND BUILDING TYPE

All lots in the Subdivision shall be known and designated as residential lots unless otherwise noted. No structures or additions to already existing structures shall be erected, altered, placed or permitted to remain on any Lot other than one detached single- family dwelling not to exceed two stories in height and a private attached garage except by approval and sanction of the Campbell Creek Board of Directors.

ARTICLE X BUILDING LOCATION

No building shall be located on any Lot nearer to any boundary line than setbacks as noted on the subdivision plat, or required by the Knox County Zoning Ordinance and/or subdivision regulations, which zoning ordinance and subdivision regulations shall be controlling and the appropriate County Zoning Authority shall have the exclusive authority to permit or deny variances in hardship cases as to the rear, side, or front setback requirements.

ARTICLE XI
DIVISION OF LOTS

Not more than one single family dwelling may be erected on any one lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the explicit purpose of increasing the size of another lot.

ARTICLE XII
CAMPBELL CREEK ARCHITECTURAL REVIEW COMMITTEE

No building ("Structure") shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and a plan showing the location of a dwelling have been approved in writing by the Board of Directors after it has received final approval from the Campbell Creek Architectural Review Committee (the "Architectural Review Committee" and sometimes the "Committee") as to quality of workmanship and materials, harmony of exterior design (including paint colors), with existing structures and as to location with respect to topography and finish grade level and elevation. The Board of Directors has final say on all issues and has the absolute authority to overrule the Architectural Review Committee at any time and for any reason in the event they are not in complete agreement.

The Architectural Review Committee shall be composed of three members appointed by the Board of Directors. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member of the Committee, the Board shall have the exclusive authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Committee or its designated representative fails to approve or disapprove such plans or specifications within forty-five (45) days after the same have been 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. The Board shall continue to have the exclusive authority to appoint the Members of the Architectural Review Committee. If the Committee fails to approve or disapprove such plans or specifications within thirty (30) days the Board has the sole discretion to approve or disapprove such plans or specifications before the running of forty-five (45) day deadline.

Specific items that require approval of the Committee and Board include, but in no way are limited to, the following: swimming pools both above and below ground which shall include plans for the pumping equipment, temporary swimming pools, sheds or any storage structures (must be located in the back yard only and not be visible by an individual standing on the curb while centered in front of the home), major landscaping, hedgerows, grading, retaining walls, porches and patios, concrete slabs, driveway extensions or additions, any home addition, solar panels, antennas, mailboxes, fences of any type. Specific items that do not require approval of the Committee and

Board include: play sets, trees, minor landscaping including flowerbeds, trampolines, basketball goals, fire pits. Specific items that are strictly prohibited include: clotheslines and any non-wooden fences. Any of the foregoing items that are allowed and approved by the Committee and/or Board must be maintained in good repair. The Board has the sole discretion and shall levy a fine at the rate of fifty dollars (\$50.00) per month for Owners in violation relating to this section.

Section 1. Purpose, Powers and Duties of the Architectural Review Committee. The purpose of the Architectural Review Committee is to assure that the installation construction or alteration of any Structure on any Lot is submitted to the Architectural Review Committee for approval (i) is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Properties; and (ii) as to the location of the structures is consistent with surrounding structures with respect to topography, finished ground elevation. To the extent necessary to carry out such purpose, the Architectural Review Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot. This section in no way limits the powers of the Architectural Review Committee or the Board of Directors who oversee said Architectural Review Committee. The Architectural Review Committee and Board of Directors have the power to deny any plans submitted for any reason whatsoever.

Section 2. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, or altered in any way which materially changes the exterior appearance making it not in conformation with thither units within the Association. However, if plans and specifications have been submitted to and approved in writing by the Architectural Review Committee, which is overseen by the Board of Directors, then such plans may be approved. The plans and specifications shall contain the following information as reasonably required by the Architectural Review Committee and/or Board of Directors, including, but not limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot, including building setbacks, open space, driveways, walkways and parking spaces including the number thereof;
- (b) floor plans;
- (c) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;
- (d) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations;
- (e) plans for landscaping and grading.;
- (f) garage door design;
- (g) samples of building and paint materials to be used;
- (h) a comprehensive landscaping plan for major landscaping for each home site must be designed by a registered Landscape Architect or person of similar competence and must be submitted to and approved by the Architectural Review Committee. Minor landscaping such as flowerbeds do not require the use of a registered Landscape Architect.

Section 3. Approval of Builders. Any builder or landscaper, prior to performing any work on any Lot must first be approved by the Architectural Review Committee as to financial stability, building or landscaping experience and ability to build or landscape Structures or grounds of the class and type of those which are to be built on the Property. Such approval shall be within the sole discretion of the Architectural Review Committee.

Section 4. Right of Inspection. The Architectural Review Committee and Board of Directors, their agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Review Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection. The Architectural Review Committee and/or Board of Directors shall provide twenty-four (24) hours notice prior to any inspection.

Section 5. Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article and Article XVI(b), such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Review Committee such violation shall have occurred, the Architectural Review Committee, by the through the Board of Directors, shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Review Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject. Any construction not directly approved by the Committee shall result in a minimum fine of two hundred and fifty dollars \$250.00 per occurrence.

(b) The Board of Directors shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Board of Directors shall have the right of abatement. The Board, upon being informed of such violation, shall be entitled to seek equitable relief to enjoin such construction.

Section 6. All Builders and Owners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, a Builder or Owner shall be responsible for the following:

- (a) Ensuring that the construction site is kept clean and free of debris and waste materials and that stockpiles of unused materials are kept in a neat and orderly fashion.
- (b) Ensuring that all Tennessee Department of Environment and Conservation guidelines are complied with in regard to silt and erosion control.
- (c) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site or affect the quality of workmanship.
- (d) Assuring that the aforementioned are properly insured.
- (e) Assuring that the aforementioned do not commit any violation of the rules and regulations of the Association.
- (f) Ensuring that all driveways on the construction site are sufficiently graveled, a portable toilet is available and used by the construction workers that shall not be placed on the street, and any mud or any debris caused by the construction are removed from the adjoining roadways as soon as reasonably possible. Further, silt fences shall be installed as required to keep silt, mud, and other debris off of the street.

Section 7. Nothing contained herein abrogates, modifies, or changes the applicability of any ordinances, statutes, codes, rules and regulations of Knox County or other governmental units as applicable and the necessity of obtaining a building permit, inspection or otherwise complying with applicable provisions of governmental codes, statutes, ordinances, rules and regulations.

ARTICLE XIII
DWELLING RESTRICTIONS

SECTION 1. DESIGN REQUIREMENTS.

No dwelling shall be erected, placed, altered or permitted to remain on any lot unless it conforms to the following requirements:

1. All homes and additions must be of Traditional Architecture and design as defined herein.
2. The minimum living area square footage requirements shall be determined by the Architectural Review Committee on a case by case basis and shall be within the sole discretion of the Committee.
3. All windows and the related trim must be approved by the Architectural Review Committee.
4. All dwellings, except one story dwellings shall have a minimum roof pitch of 8/12. One story dwellings shall have a minimum roof pitch of 9/12.
5. All dwellings shall be of brick, vinyl siding, stone or a combination thereof as approved by the Architectural Review Committee. Any other exterior finishes must be approved by the Architectural Review Committee on an individual house basis. No masonite will be permitted. Hardie Plank cement siding, or natural wood or premium vinyl soffit material will be considered on an individual house basis.
6. All exterior foundation walls shall be veneered with brick, stone or stucco.
7. All fireplaces and chimneys shall have be brick, stucco, or stone exterior.
8. All homes shall have not less than a two car attached garage capable of accommodating two automobiles unless otherwise approved by the Architectural Review Committee.
9. There shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscaping are complete except by approval of the Architectural Review Committee.
10. The finished grading for all lots shall be completed in conformity with the recorded plat for the Subdivision and in such manner as to retain all surface water drainage on said lot or lots in "property line swales" designed to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the development, as approved by the municipal authority having jurisdiction over the Subdivision.
11. Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Exterior materials shall be brick, stone, vinyl siding, or stucco as approved by the Architectural Review Committee. The fronts of all foundations shall be made of veneered brick, stucco, or stone only. No simulated brick shall be permitted whatsoever.
12. Finish colors shall be applied consistently to all sides of the buildings. 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.
13. Exterior window and door trim and similar decorations shall all be of the same color and materials, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible. Fascia, gutters and down spouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.
14. All exterior mechanical equipment including, but not limited to pool pumps shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen.

15. All interior window treatments such as draperies and blinds shall have a solid light colored appearance from the exterior and are subject to approval by the Architectural Review Committee.

16. The rules, regulations and building requirements of Knox County.

Section 2. MISCELLANEOUS RESTRICTIONS.

1. Mail boxes must be approved by the Architectural Review Committee.

2. No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers or other similar type vehicle on or about the Lots unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. If merely cleaning one of the items discussed supra, the item may be in the visible portion of the owner's driveway for a period of not more than twenty-four (48) hours. No automobiles, which are inoperable, or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot. If an Owner violates one of the foregoing for a period of greater than forty-eight (48) hours, the Board shall levy a fifty dollar (\$50.00) weekly fine for each week in violation starting with the first (1st) full week after the violation and continuing weekly thereafter.

3. Builders will be responsible for providing silt control devices on each lot during construction.

4. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

5. 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 for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the Architectural Review Committee. Parking spaces, garages, and the driveway to a 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 paved driveway of stable and permanent construction of at least twelve (12) feet in width. Unless prior approval is obtained by the Architectural Review Committee, all driveways must be constructed of brick, concrete or stone.

6. Any construction on a Lot shall be at the risk of the Owner of such Lot, and the Owner of such Lot shall be responsible for any damage to any curbing, sidewalks, or street 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 nor more than thirty (30) days after completion of such construction.

ARTICLE XIV NUISANCES

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Nuisances that shall be avoided include, but are certainly not limited to, those found in Tenn. Code Ann. § 29-3-101. Excessive dog barking is strictly prohibited by the Association. All nuisances are subject to fines to be levied by the Board of Directors at their sole discretion.

ARTICLE XV TEMPORARY STRUCTURES

No structure of a temporary character including but not limited to a trailer, tent, shack, garage, barn, or other outbuilding, shall be used as a residence at any time.

ARTICLE XVI
GENERAL PROVISIONS

- (a) The Association, Board, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Board, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b) The Architectural Review Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Review Committee and Board of Directors, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, the Architectural Review Committee, the Association, the Board or any Owner may: (1) prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the Declaration, and/or (2) maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions for the purpose of preventing or enjoining all of any such violations or attempted violations, and/or to have any such violation removed from the lot or cured. The Architectural Review Committee and/or Board of Directors shall provide twenty-four (24) hours notice to any Owner before entering the property.
- (c) The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. If the Association, the Architectural Review Committee, the Board or any other person or persons owning a lot shall successfully prosecute in law or equity an action pursuant to this or any other enforcement section of these covenants or restrictions, then that party shall be entitled to receive its reasonable attorney's fees and the costs reasonably necessary to prosecute the case against the party violating the covenants and restrictions herein.

ARTICLE XVII
EASEMENTS

Easements and other restrictions in conformity with the recorded plat of Campbell Creek are expressly reserved for the overall development of the subdivision and no 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 in this subdivision unless prior written permission is granted by the Board of Directors or its assigns.

ARTICLE XVIII
COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any lot in the Subdivision refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Board of Directors or the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said time period. The Board of Directors or Association shall have the right to injunctive relief against the Owner of the affected lot and the Contractor or Agent of the owner and to make all necessary corrections and the expense of same shall be a lien upon the real property affected.

ARTICLE XIX
SIGNS

No sign of any kind, including but not limited to political signs, shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

ARTICLE XX
LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot except household pets such as dogs or cats which are permitted provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance and, provided further, however, in no event shall any household have more than four (4) animals of any species. No fenced dog runs shall be allowed. The Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems advisable.

ARTICLE XXI
GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept, except on a temporary basis and in sanitary covered containers.

ARTICLE XXII
FENCES AND WALLS

No fences or walls or hedge rows shall be erected, placed or altered on any lot or parcel unless approved by the Architectural Review Committee. No chain link or vinyl fences will be allowed whatsoever.

ARTICLE XXIII
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 corporations or assigns, including the Association, 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.

ARTICLE XXIV
AMENDMENT

This Declaration may be amended for any reason by a vote of fifty-one (51%) of all the Lot Owners. Such amendments may be approved by owners voting in person or by proxy (one vote per lot) at the annual meeting or at a special meeting of the Association duly called for such purpose, at which a quorum is present. All such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained and no amendment shall reduce the standards or requirements herein so as to allow any structure or construction of a quality and nature less stringent than required in this Declaration as they now exist.

A written instrument signed by the Association President attested by the Secretary and recorded in the Knox County Register's Office shall certify all such amendments.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed the day and year first above written.

STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, the undersigned authority, a duly commissioned **Notary Public** in and for the State and County aforesaid, _____, 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, and who further acknowledged that he is the **President** of the **Campbell Creek Homeowners Association, Inc.**, or a constituent of the Maker and is authorized by the Maker or by its constituent, the constituent being authorized by the Maker, to execute this instrument on behalf of the Maker.

Witness my hand at office this the ____ day of _____, 2015.

Notary Public

My Commission Expires: _____