

This Instrument Prepared By:
Stanley F. Roden, BPR# 007128
102695 Kingston Pike
Knoxville, Tennessee 37922

Sherry Witt
Register of Deeds
Knox County

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

MASSEY CREEK

This Declaration of Covenants and Restrictions is made and declared as of *May* 17, 2016, by HMH Development, Inc., a Tennessee corporation ("Developer").

Developer owns property more particularly described in Inst. 201307240005842, Register's Office, Knox County, Tennessee and desires to create on the Property a residential community known as Massey Creek Subdivision as shown on the plat to be recorded in the Register's Office of Knox County, Tennessee which may have common facilities for the use and benefit of the residents of 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 Massey 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:

-1-


Knox County Page: 1 of 16
REC'D FOR REC 05/19/2016 2:34:17PM
RECORD FEE: \$82.00
M. TAX: \$0.00 T. TAX: \$0.00
201605190067267

"Association" shall mean and refer to the Massey Creek Homeowners Association, Inc.

"Bylaws" shall mean the governing documents for Massey Creek Homeowners Association, Inc.

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

"Common Area" also referred to as "common property" and shall mean and refer to those portions of the Property which shall be conveyed to the Association by the Developer and any improvements located on such portions of the Property. Common Property shall also include any street lights or other property installed by the Developer or the Association for the benefit of the subdivision or Association, including any structures, landscaping, irrigation and street lights located and installed within the public boulevard dedicated to Knox County, Tennessee.

"Developer" shall mean HMH Development, Inc., and its successors and assigns.

"Developer Control Period" shall mean that period of time in which the Developer owns a Lot in the Subdivision or five (5) years from the date of this instrument whichever occurs later.

"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 Common Area or Property 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.

"Traditional Architecture" shall be defined as residential architecture categorized as 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".

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. The Developer shall be a member pursuant to Class B voting rights as set out in 2.2. Hunters Way lot owners shall not be members of the Association, nor entitled to vote on any issue concerning the Association.

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

CLASS A. Class A members shall be all those owners as defined in Sections 2.1 with the exception of the Developer. 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 A members will have no voting rights until such time as Class B membership ceases to exist as described below.

CLASS B. The Class B member shall be the Developer, its successors and assigns. During the Developer Control Period, the Developer shall control all of the votes for the corporation. The Developer control period shall be for five (5) years after the recording of the Restrictions or until 100% of the lots have been sold to someone other than a developer or a contractor, whichever is later, upon which Class B membership shall terminate.

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 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.

2.3 Votes Necessary for Action. After the expiration of the Developer's Control Period, notwithstanding anything to the contrary contained herein, actions of the Association shall be effective only after two-thirds (2/3) vote of Class A Members entitled to vote at that time unless specifically addressed with a different vote requirement for that action in these Covenants or Bylaws.

2.4 Board of Directors. The Association shall be governed by a Board of Directors to be elected annually by the Members. As long as Class B membership exists, the Developer shall be the Board or Directors. After Class B membership terminates, the Board shall be composed of five (5) persons. It is not absolutely necessary for any member of the Board to a member of the Association, except for the Chairman. Members of the Board may also be officers for the Association. Except for the offices of President and Vice-President the other officers are not required to be members.

2.5 Maintenance of Common Area. 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 Area and other Properties 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 AREA

3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.3, every Member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title of every Lot. Members of Hunters Way shall have an option to pay a fee in order to enjoy a right and easement of enjoyment to the Common Area and property known as the pool, however such right is based solely upon payment for the use of the pool and subject to 3.3 hereunder.

3.2 Title to Common Area. The Developer shall retain the legal title to the Common Area until such time it, in its sole and exclusive discretion, shall convey same to the Association.

3.3 Extent of Members' Easements. The rights and easements of enjoyment by the Members in and to the Common Area 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 Members in and to the Common Area.
- (c) the right of the Association, as provided in its Articles and bylaws, 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 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 Area 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 Area, and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such conveyance to an entity or person(s) other than a governmental entity shall be effective unless approved by at two-thirds of the members of Class A membership in the Association, after the expiration of the Class B membership.

(e) the rights of Members of the Association shall not be altered or restricted because of the location of the Common Property in a phase or portion of the Subdivision in which such Member 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 Area as provided herein.

3.4 Parking Rights. The Developer shall have the absolute authority to determine the manner of parking within the Property and the manner in which vehicles may be parked on any Lot. At such time as the Association obtains authority over the Common Area wherein said parking is situated, it shall have the absolute authority to regulate the maintenance and use of the same.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within the Property hereby covenants and 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 these Declarations; 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, the cost of collection, and reasonable attorney fees, shall also be the personal obligation, jointly and severally, of the person(s) 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, however the lien on the property shall continue until satisfied or foreclosed by a prior recorded first mortgage.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and beautification of the Property 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 Area and Common Property and of the homes situated upon the Property and administrative costs related thereto. Such uses shall include, without limitation, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof, including all such costs relating to or arising out of the Recreation Equipment and Street Lighting either located on the Common Property or other Property and specifically including the landscaping, structures and street lights contained within the public right of way ("Boulevard"). The assessments shall not be specifically limited to the Common Area, but shall extend to and include the right to maintain and repair the streets and access ways and the lighting, traffic signals, entrance structures and street signs pertaining to the Subdivision, 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 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. Since the "Boulevard" is a public road, other persons or developments which use or granted access to property located outside or adjacent to Massey Creek are subject to the maintenance requirement on a prorata basis. Failure by other persons or developers to agree in writing as to the joint maintenance and conditions of enforcement of the cost of maintenance of the Boulevard shall be cause for Knox County or the Association to object to any approval of a plat. New Plats must acknowledge this requirement.

4.3 Annual Assessment. The Developer shall have the right to determine and set the annual assessment each year for a period of for so long as there is Class B membership. 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 first year, the assessment may be adjusted upward or downward as herein provided. The initial yearly assessment will be \$300.00 per lot, due on January 1, of each year, which shall be prorated upon closing. In addition to the yearly assessment each initial purchaser shall pay \$75.00 at closing to fund the Association. Hunters Way lot owners shall pay the initial yearly amount of \$200.00 in order to access and enjoy the pool and pool house, which may be modified by the Developer for so long as there is Class B membership. Failure of any Hunters Way lot owner to pay the required yearly amount for the pool and pool house shall be denied access to the pool and pool house.

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 Area, including the necessary fixtures and personal property related thereto, and any other matter as determined by the Association provided

that any such assessment shall have the assent of at least three members of the Board of Directors.

4.5 Change in Basis and Maximum of Annual Assessments. After the expiration of Class B existence, the Association 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 three Members of the Board of Directors. Hunters Way lot owners are also subject to having a change to their assessment for access to the pool and pool house. Two-thirds of the current assessment for Massey Creek homeowners has been determined to be for pool maintenance and repair, and that proportionate amount shall remain so that Massey Creek homeowners are not paying a disproportion amount for their use. Once the pool budget is determined, that amount is divided equally between all of Massey Creek lot owners plus the Hunters Way lot owners who elect to access the pool and pool house. The remainder of the budget for the Association shall be divided between all Massey Creek lot owners and the two amounts for the Massey Creek lot owners shall be their assessment.

4.6 Quorum for any Action Authorized Under Sections 4.4 and 4.5. The quorum required for any action authorized by Sections 4.4 and 4.5 hereof shall be as follows:

After the termination of Class B membership the first meeting called as provided in Sections 4.4 and 4.5 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 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 4 and 5 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. The majority of members at which a quorum is present shall have the ability to approve the budget as presented by the Board of Directors.

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 Lot in the Subdivision. Thereafter as each person or entity becomes a member, if the assessment for the current year has not been paid, the assessment 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 ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment from the Association, and in the event that the annual assessment has been paid, it may be prorated between the buyer and the seller at closing. In the event a lien has been filed against a Lot, it must be satisfied at closing or the lien may be enforced against the property as herein provided.

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, or by an e-mail to an e-mail address provided by the 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 on the date when due (being the dates 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, thereupon become a continuing lien on the Owner's Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, 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, 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.

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 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. Assessments in which a lien has been filed in the Register's Office prior to financing or refinancing of the Lot shall not be subordinate to the lien of a first mortgage, but must be satisfied prior to finance or refinance of a Lot.

4.10 Exempt property. The following property to the extent it is subject to this Declaration, shall be exempted from the assessments, charges 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 Area as defined in Article 1, Section 1 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.

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. The amount of the annual or special assessments on any Lots owned by the Developer shall be zero.

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 Area or Property of the Association, and (ii) such sums are expended for the purposes set forth herein.

ARTICLE V

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2036, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the two-thirds majority of the then Owners of Lots it is agreed to change said covenants in whole or in part.

ARTICLE VI

ENFORCEMENT

If the parties hereto or any of their heirs, assigns, renters or other occupiers of a Lot shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any Owner(s) 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 due for such violation. Lot owners bear the responsibility and liability for the actions of renters or any other occupier of a Lot.

ARTICLE VII 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 VIII

BUILDING LOCATION

No building shall be located on any Lot nearer to the front boundary than 20 feet unless such requirement is waived by the Developer for so long as said Developer shall own any Lot in the Subdivision, and thereafter the Association which shall have exclusive jurisdiction and authority to permit or deny variances. As to all other front, rear and side set back requirements, the regulations of the applicable zoning authority shall be controlling and said zoning authority shall

have the exclusive authority to permit or deny the variances as to rear and side set back requirements.

ARTICLE IX

DIVISION OF LOTS

Not more than one single family dwelling may be erected on any Lot and no Lot 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 express purpose of increasing the size of another Lot; provided however, the Developer may subdivide or otherwise change the boundaries of any Lot.

ARTICLE X

MASSEY CREEK ADVISORY 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 a dwelling have been approved in writing by the Massey Creek Advisory 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. During the Developer Control Period, The Massey Creek Advisory Committee shall be the Developer. After the expiration of the Developer Control Period, the Advisory Committee shall be appointed by the Board of Directions. Any officers and/or Directors may be a member of the Advisory Committee. A majority of the committee may designate a representative to act for the Committee. In the event the Committee or its designated representative fails to approve or disapprove such plans or specifications within twenty (20) days after the same have been submitted, 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 Massey Creek Advisory 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. In the event Massey Creek Advisory Committee rejects plans submitted for approval under this covenant, upon written application for approval by 75 percent of the Owners within a 200 foot radius of the affected Lot the said proposed plans shall be deemed approved by the Advisory Committee.

ARTICLE XI

DWELLING RESTRICTIONS

11.1 Design Requirements. No dwelling shall be erected, placed, altered or permitted to remain on any Lot unless it conforms to the following requirements:

1. The dwelling and related improvements must be of Traditional Architecture and design as defined herein.
2. All houses to be constructed on Lots located or to be located in the Development shall be subject to the following minimum square footage requirements:
 - (a) Houses with one and one-half or two stories shall contain at least 900 finished square feet on the ground floor and a total of at least 2200 square feet for both floors;
 - (b) Houses with one floor or one floor and a basement or split-level houses shall contain at least 1800 finished square feet excluding the basement;
 - (c) The computations of square footage shall be exclusive of porches and garages;
 - (d) Any deviation from the above standard minimum square footage shall have to be approved by the Planning Committee.
3. All dwellings shall have a minimum roof pitch of 8/12 and must use 30 year or greater Architectural Asphalt Shingles.
4. All dwellings shall have not less than a two car attached garage.
5. Except by approval of the Advisory Committee, there shall be no occupancy permitted on any dwelling until such time as the dwelling, yard and landscaping are complete.
6. 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" designated to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the subdivision, as approved by the municipal authority having jurisdiction over said subdivision.
7. There shall be no above-ground swimming pools, outbuildings or accessory structures built or constructed on any Lot. Basketball goals are permitted upon written approval of the Association, but shall not be placed in the street, street right-of-way or attached to the home in any manner.
8. All above-ground, exterior foundation walls of any improvement to be

constructed on a lot located or to be located in the Development shall be veneered with brick/stone or other material as may be approved by the Advisory Committee.

11.2 Miscellaneous Restrictions.

1. Mail boxes shall be of a traditional type and design consistent with the overall character and appearance of the subdivision and as selected by the Developer.

2. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used, provided, however, satellite dishes of not more than thirty-six (36) inches in diameter may be installed behind the back plane of a house if properly screened to prevent viewing from any road or any other lot. An installation of a satellite dish shall require submission to the advisory committee prior to installation for approval, including a complete plan and drawing showing the installation and screening required in order for the satellite dish to not be visible from the front of the lot at the street.

3. 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 said residences unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. 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.

4. Builders will be responsible for providing silt control devices on each Lot during construction activities.

5. Clotheslines and other devices or structures designed and customarily used for 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 or placed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

ARTICLE XII

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on a Lot shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

ARTICLE XIII

EASEMENTS

Easements and other restrictions in conformity with the recorded plat of the Subdivision 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 unless prior written permission is granted by the Developer. The Massey Creek Homeowners Association has the right and responsibility to maintain the entrance structure, landscaping in and around the Boulevard and street lighting on all streets. An easement is granted by the Lot Owner(s) to the Association across lots affected on property where an entrance structure, landscaping in and around the Boulevard and street lighting on all streets for the purpose of access to construct and maintain said property.

ARTICLE XIV

COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any Lot be stripped of its topsoil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, 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 for 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 refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Developer 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 Developer 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, further, the Developer or Association may make all necessary corrections and the expense of same shall be a lien upon the Lot and enforced as an assessment.

ARTICLE XV

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet advertising the Lot for sale or rent or signs used by the builder to advertise the Lot during the construction and sales period.

ARTICLE XVI

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on

any Lot except pets such as dogs or cats, provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance. The Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems necessary.

ARTICLE XVII

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used on 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. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition, subject to the approval of the Developer, and may be used only during the construction period.

ARTICLE XVIII

FENCES AND WALLS

No fences or walls or hedge rows shall be erected, placed or altered on any Lot unless approved by the Developer or the Advisory Committee as the case may be. Chain link fences and dog runs are prohibited. No fences may be erected in the side or front yard setback including corner lots having two front yard setbacks.

ARTICLE XIX

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. Developer shall have the further right before a sale to change the size of or locate any Lots, streets, or roads shown on any of the plats of the Subdivision.

ARTICLE XX

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 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.

ARTICLE XXI

FUTURE ADDITIONS

20.1 Additional land may be annexed by the Developer without the consent of Members for so long as Class B membership exists.

20.2 After the expiration of Class B membership, additional residential property and Common Area may be annexed to the Subdivision with the consent of two-thirds (2/3) of Class A membership.

ARTICLE XXII

AMENDMENTS

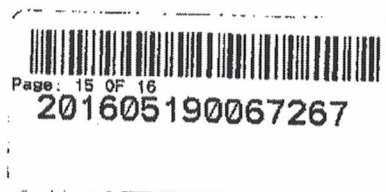
21.1 The covenants, conditions and restrictions set forth herein may be amended by the Developer at any time during the existence of Class B membership. After the expiration of Class B membership the covenants, conditions and restrictions may be amended by a declaration signed by not less than 2/3 of the then Owners of the Lots in the Subdivision. Any amendment must be properly recorded to be effective.

IN WITNESS WHEREOF, HMH Development, Inc., a Tennessee corporation has caused this instrument to be executed and its name to be signed by its president as of the date set forth above.

HMH DEVELOPMENT INC.

BY: 

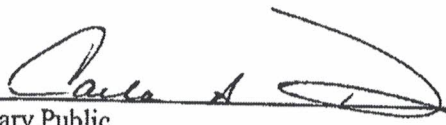
Hunter M. Harrison, President



STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Hunter M. Harrison, with whom I am personally acquainted and who upon oath acknowledged himself to be the President of HMH DEVELOPMENT INC., a corporation, and that he as such officer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at office at Knox County, Tennessee, on this 17th day of May, 2016.



Notary Public

My commission expires: 5/5/2019

