

Sherry Witt
Register of Deeds
Knox County

THIS INSTRUMENT PREPARED BY:
Knox TL Lot Acquisition, LLC
405 Monthbrook Lane
Knoxville, TN 37919



Knox County Page: 1 of 13
REC'D FOR REC 10/27/2014 10:33:13AM
RECORD FEE: \$67.00
M. TAX: \$0.00 T. TAX: \$0.00

201410270023335

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE GLEN AT HARDIN VALLEY NORTH SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into this 24th day of October, 2014 by Knox TL Lot Acquisition, LLC, a Tennessee limited liability company (the "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of values of the residences and amenities in the Glen at Hardin Valley North Subdivision and the maintenance of said common facilities taking into consideration the topography, accessibility, existing usage evolving architectural trends, and economic environment, and to this end, the Developer intends to subject the real property described in Article II of this document to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the owner thereof, no more or less, 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

WHEREAS, Developer has incorporated under the laws of the State of Tennessee as a non-profit corporation The Glen at Hardin Valley North Subdivision Homeowners Association for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by all parties concerned, the Developer declares that the real property described in Article II, and such additions thereto as may be herein made, shall be held, transferred, sold and conveyed subject to the covenants, restrictions, easements, charges and liens, which are to take effect upon the execution and recordation of this document and thereafter shall be covenants running with the land and shall be binding upon all subsequent owners thereof and to insure to the benefit of all owners of any of said lots now or hereafter until the expiration of the same in accordance with the provisions of this document.

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 The Glen at Hardin Valley North Homeowners Association, Inc. The Charter of The Glen at Hardin Valley North Homeowners Association, Inc., is attached as Exhibit A.

(b) "Properties" shall mean and refer to all such existing properties as shown by the recorded plat of record at Instrument 201409180016374, in the Register's Office of Knox County, Tennessee, together with Developer's Rights under this Declaration or any Supplemental Declaration in accordance with the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land the rights and interests which Developer proposes to convey and transfer to the Association for the common use benefit, and enjoyment of the owners of the Properties. Common Properties shall include the areas marked on the record map as common areas, or such other improvements, areas, features or designation deemed by the usage of the same deemed to be common areas.

(d) The common amenities shall mean the restrictive covenants embodied in this agreement. Restrictions shall mean the same as covenants.

(e) "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.

(f) "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.

(g) "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.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

(i) "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 Modern or Contemporary.

(j) "Director" shall mean and refer to a Director of or Member of the Board of Directors of The Glen at Hardin Valley North Homeowners Association.

(k) "Board of Directors" shall mean and refer to the Board of Directors of The Glen at Hardin Valley North Homeowners Association, as set forth in the Bylaws in Exhibit B.

(l) "Subdivision" shall mean and refer to The Glen at Hardin Valley North Subdivision.

(m) "Eligible Mortgagee" shall mean the owner and holder of a valid first lien residential security interest evidenced by a recorded Deed of Trust in Knox County which encumbers a lot in the Glen at Hardin Valley North Subdivision.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THEREOF

SECTION I. 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, and without the corporate limits of the City of Knoxville, Tennessee, and being all of that property shown on the map of THE GLEN AT HARDIN VALLEY NORTH SUBDIVISION of record at Inst. 201409180016374, in the Register's Office, Knox County, Tennessee

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 lots of The Glen at Hardin Valley North Subdivision.

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. No membership rights may be assigned or transferred without the conveyance of the ownership of the lot creating such rights.

SECTION 2. VOTING RIGHTS.

(a) Following the Developer Control Period, the Owner or Owners of each Lot shall collectively have one (1) vote in the affairs of the Association. Except as otherwise required by the Charter, the Covenants, Deed, or any law, the affirmative vote of a majority of the votes represented at any duly called Members' meeting at which a quorum is present shall be binding upon the Members, upon matters that are permitted to be voted upon by the members according to the Charter and Bylaws.

(b) A Member shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting if and only if all Common Expense Assessments appertaining to his or her Lot(s) have been paid, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or her and to his or her Lot or Lots, at

least three (3) days prior to the date fixed for such meeting.

SECTION 3. BOARD OF DIRECTORS. Following the Developer Control Period, the Association shall be governed by a Board of Directors to be elected annually by the membership. The initial Board shall consist of three members. Election, term and duties shall be governed by the Bylaws.

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, the use and responsibility for the maintenance and up keep of 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 dominion and control of the Common Areas 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 Areas including the obligation to maintain the same to the Association.

SECTION 3. EXTENT OF MEMBERS' EASEMENTS. The rights, interests and obligations 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 Areas, including, but not limited to the rights to prevent the sale or confiscation of said Common Areas from creditors or lien holders of the Association.

(b) the right of the Association, as provided in its Charter and Bylaws, to pursue and enforce the assessment of any Member for any period during which any assessment remains unpaid.

(c) the right of the Association to dedicate or transfer all or any part of the Common 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 a least three members of the Board of Directors at a duly constituted board meeting.

SECTION 4. PARKING RIGHTS. The Developer shall have the absolute authority to determine the type and number of parking spaces, if any, in The Common Areas and to regulate and develop said parking until such time as the Association obtains authority over the same. Once the Developer assigns its rights and the Association obtains authority over the Common Areas wherein said parking is situated, it shall have the absolute authority to regulate the maintenance and use of the same.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. DEVELOPER ASSESSMENTS. The Developer shall have the right to determine and set the annual assessment for the first year from and after the establishment of the Association. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for the first year. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided. In view of the fact that Developer shall incur all of the initial costs of constructing, building, and installing common facilities, incurring most of the initial maintenance costs of same, and subsequently transferring said Common Areas to the Association at a cost to be determined at the time of transfer, the Developer shall not be required to pay on lots owned by it any monthly, annually or special assessment required hereunder or levied by the Association.

SECTION 2. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. It shall be the duty of the Board of Directors to notify each owner of any change in the annual assessment or any special assessments 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 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 3. COMMON EXPENSE ASSESSMENTS.

(a) Every Lot Owner by acceptance of a Deed to a Lot shall be deemed to covenant and agree to pay the Association a proportionate share of the Common Expenses ("Assessments") each share being the same as its Allocated Interest in the Common Elements. 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 Glen at Hardin Valley North Subdivision. 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.

(b) Common Expenses attributable to fewer than all Lots shall be allocated in the following manner:

- (i) any insurance premium increases attributable to a particular Lot by virtue of activities in or construction of the lot shall be assessed to the lot. The Developer owned lots shall not be subject to this provision.
- (ii) if a Common Expense is caused by the negligence or misconduct of a Lot Owner, the Association may assess that expense exclusively against that Owner's Lot.
- (iii) Fees, charges, late charges, fines, collection costs, and interest charged against a Lot Owner pursuant to terms of the Covenants, the bylaws and the rules and regulations, are enforceable as Assessments.

(c) The initial assessment shall be \$120.00 per calendar year, per Lot, payable annually on the 1st day of January of each year beginning with the first purchase of a lot in the subdivision. The initial year of ownership will be prorated for the remainder of the year in which the lot was acquired. Thereafter the assessment shall be paid in accordance with this subsection. Thereafter, The Developer and/or the Board of Directors may increase the assessment annually, by no more than ten percent (10%). Any assessment increase in excess of ten percent (10%) must first be approved by two-thirds percent of all the votes eligible to be cast by all the Lot Owners, at a duly called meeting. In determining the amount of increase in the assessment, the Board and Lot Owners shall be required to provide an amount reasonably sufficient to pay all Common Expenses. However, taxes and insurance which increases the percentage of the increase greater than the ten percent (10%) shall not require the approval of two-thirds percent of the Lot Owners.

(d) The Developer may construct improvements on the common property of the subdivision. The cost of such improvements have not been determined. The developer or its designee shall be allowed to recover its costs through payment by the homeowners association. Before conveyances of legal title of the common areas to the homeowners association, the homeowners association shall execute a note and a deed of trust to secure the payment of developer's or its designee's costs. The developer shall then transfer the common areas and amenities to the homeowners association. The note and Deed of Trust may be executed by the Developer as the Homeowners Association pursuant to its reserved developer's rights. Nothing in this paragraph shall abrogate the responsibility of the homeowners association to maintain and insure the common areas and amenities prior to transfer of legal title. The note is to be repaid over a period of five (5) years by the homeowners association with interest at the rate of 7.5% on any unpaid balance.

(e) The Board of Directors may levy a Special Assessment applicable for the purpose of defraying, in whole or in part, repair or replacement of the General Common Elements, including necessary fixtures, equipment and other personal property related thereto or for other lawful purposes, provided that any such Special Assessment shall be apportioned in the same manner as the regular Assessments and shall receive the assent of two-thirds percent of a quorum present of the votes eligible to be cast by all the Lot Owners.

(f) The Association shall have a lien against a Lot for default in payment of the Assessments, such lien shall also secure the payment of interest, costs (including recording costs, court costs, discretionary costs and delivery fees) and reasonable attorney's fees in accordance with applicable law. The Assessments together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person(s) who was the Owner at the time the Assessments fell due. The personal obligation of the lot owner for delinquent Assessments, in addition to the lien on the lot, shall not be deemed to pass to any successors, unless expressly assumed by them or unless required by law. However the lien on the lot shall continue on the lot until paid, along with any new assessments made against the lot, with or without the filing of a notice of lien. All record Owners shall be jointly and severally liable with respect to the Assessments.

(g) No offsets against any Common Expense Assessments shall be permitted for any reason whatsoever, including, without limitation, any claim that the Association is not properly discharging its duties. Further, no Lot Owner may be exempt from contributing to the Common Expense Assessments by waiver of use or enjoyment of the Common Elements or by abandonment of any lot.

(h) Assessments and installments thereon paid on or before ten (10) days after the date when due, shall not bear interest, but, all sums not paid on or before ten (10) days after the date when due, shall bear interest at the rate of ten (10%) per cent, per annum, or the maximum rate allowed by applicable law, whichever is greater, from the date when due, until paid. All payments received to the account shall be first applied to interest and then to the Assessments payment first due. In addition thereto, there shall be a penalty of \$25.00 for each delinquency of more than 30 days from the due date.

(i) In any foreclosure of a lien for Assessments, the owner of the lot subject to the lien shall be required to pay a reasonable rental for the Lot, and the Association shall be entitled to the appointment of a receiver to collect such rental.

(j) To the extent permitted by the Act, any lien which the Association may have against a Lot under the Act and/or pursuant to the terms of the Covenants for Assessments, shall be subordinate to the lien or equivalent security interest of a first Mortgage on the Lot recorded prior to the date any such lien for Assessments was recorded.

(k) To the extent permitted by the Act, any Mortgagee holding a first mortgage on a Lot or Unit who obtains title to the Lot or Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, is not liable for the Assessments pertaining to such Lot or chargeable to the former Lot Owner which became due prior to such acquisition of title. Such unpaid Assessment shall be deemed to be a Common Expense collectable from all of the Lot Owners. Any such sale or transfer pursuant to a foreclosure, however, shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot from the lien of any Assessments made after the Mortgagee or its successor acquire title to the Lot. Such foreclosure, or transfer in lieu of foreclosure, shall in no way affect, limit or abrogate the personal liability of the predecessor Lot Owner for such unpaid Assessments, and the Association's rights with respect to such predecessor Lot Owner shall not be diminished, and said Association shall have all legal remedies available to it, with costs of collection and reasonable attorney fees being specifically agreed to by the Lot Owners. Purchasers who acquire title pursuant to foreclosure and deeds in lieu of foreclosure are obligated to immediately notify the Association of such acquisition of the lot. The lien for assessments shall attach to the lot and become the liability of the new owner as of the date of recordation of the deed to the new owner.

ARTICLE VI PRIORITIES AND RIGHTS

SECTION 1. PERCENTAGE OF ELIGIBLE MORTGAGES. The said percentage shall be determined and shall be the ratio of Eligible Mortgagees, as defined in these covenants, holding a valid first lien security interest in a lot within the subdivision which is improved by a residential dwelling to the total number of subdivided lots within said subdivision.

SECTION 2. AMENDMENT TO DOCUMENTS. Except as otherwise provided herein, the Covenants may be amended in accordance with the following provisions:

(a) No amendment shall be made to change the lots from residential use to allow any type of commercial or business use, except those reserved by the developer during the Developer Control Period.

(b) Any amendment must be approved by a vote of not less than two thirds of all Lot Owners pursuant to the terms and conditions of the By-Laws. There shall be but one vote for each lot without regard to the number of owners of any one lot.

(c) No amendment shall change a Lot Owner's Allocated Interest, nor shall it affect the priority of any Mortgage, unless the record Owner of the Lot affected and all lienholders thereon give their approval in writing.

(d) An amendment shall be executed by the directors or officers as the case may be of the Association and duly recorded in the Register's Office for Knox County, Tennessee. It is provided, however, that in the event the Developer is exercising a right to Amend the Covenants pursuant to terms hereof, such signature by directors, officers or members of the Association shall not be required. The Developer shall certify that the amendment has been adopted pursuant to the particular terms of such provisions granting the authority of the Developer to so amend the Covenants. Further, during the Developer Control period, the Developer shall be entitled to sign and record any amendment so adopted pursuant thereto, without a vote of approval or meeting of any members, officers or Board of Directors.

(e) Notwithstanding anything to the contrary herein contained, during the Developer Control Period, the Developer shall have the right to amend the Covenants, the Charter and By-Laws, so as to conform with applicable laws, governmental regulations, and statutes. Furthermore, the Developer may amend the Covenants, Charter and By-Laws to correct any inconsistencies, inadequacies or further define vague terms therein, for any purpose and also to meet any requirements of lending institutions and agencies, including but not limited to HUD, FNMA, etc, and to make consistent any parts of this document that are discovered as being inconsistent with this document, the Charter or bylaws, or for the purpose of Phasing by adding *any of* the land.

SECTION 3. ASSOCIATION. The operation of The Glen at Hardin Valley North Subdivision shall be conducted by The Glen at Hardin Valley North Subdivision Homeowners Association, Inc., which shall fulfill its functions pursuant to the following Provisions:

(a) The members of the Association shall be the Lot Owners of The Glen at Hardin Valley North Subdivision.

(b) Notwithstanding the duty of the Association to maintain and repair portions of the Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by a latent condition of the Property to be maintained and repaired by the Association, nor shall it be liable for injury or damage caused by the elements or by acts of Owners or other persons.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated,

or transferred in any manner except as an appurtenance to his Lot.

SECTION 4. DEVELOPER'S RESERVED RIGHTS. The Developer hereby reserves the following rights:

- (a) The right, but not the obligation, by amendment to the Covenants, to create additional Lots, and Common Areas.
- (b) The right to construct underground utility lines, pipes, wires, conduits and other facilities in accordance with the code or other regulations across the Land for the purpose of furnishing utility and other services to existing buildings and improvements, or those to be constructed.
- (c) The right to withdraw and grant easements to public utilities, municipalities, the State of Tennessee, riparian owners etc., so as to effectuate the development of the subdivision.
- (d) The right to maintain and facilitate ingress and egress easements over and upon the Common Areas for purposes of construction and repair of common areas and amenities.
- (e) The right to own, post signs and displays on the Common Areas for the purpose of promoting the sale of the lots at The Glen at Hardin Valley North Subdivision, and to conduct sales activities in the furtherance of the same.
- (f) The right to temporarily store and secure construction materials on the lots under development.
- (g) Notwithstanding anything to the contrary herein contained, during the Developer Control Period, the Developer shall have the right to amend this Declaration of Covenants and Restrictions, so as to conform with applicable laws, governmental regulations and statutes and to accommodate the orderly and reasonable development of the lots and property. Further, the Developer may amend the Declaration of Covenants and Restrictions to correct any inconsistencies, inadequacies, or further define vague terms therein, for any purpose and also to meet the requirements of lending institutions and related agencies, including, but not limited to HUD, FNMA, and to promote consistency in all parts of this document when such inconsistencies are determined to be inconsistent.

SECTION 5. LIMITATIONS ON DEVELOPER'S RESERVED RIGHTS. The Developer's Reserved Rights are limited as follows:

- (a) The Developer's Reserved Rights may be exercised at any time during the term of these covenants and restrictions, but not for more than seven (7) years following the recordation of the Covenants.
- (b) The Covenants shall not be construed to constitute a cloud on the Developer's title rights on additional improvements, nor shall it impose any obligation on the Developer or any other person or entity to acquire, improve, develop, or annex additional land. The rights of the Developer under the Covenants may be assigned to any successor(s) by an express assignment in a recorded instrument, including without limitation, a Deed, an Option, or a Lease. The Covenants shall not be construed in any way to limit the right of the Developer at any time prior to such an assignment, to establish additional licenses, reservations and rights of way to themselves, to utility companies or to others as may be reasonably necessary to the proper development and disposal of property owned by the Developer.

SECTION 6. PHASING. No assurances are imposed upon the Developer regarding any additional improvements, except as to those indicated on the plat. The Developer shall have the right to determine the order as to where the Developer will exercise Developer's Reserved Rights, or the order in which such portions, or all of the areas, will be developed. The exercise of the Developer's Reserved Rights as to some improvements will not in any way obligate the Developer to exercise them as to other properties.

SECTION 7. DEVELOPER CONTROL PERIOD AND TRANSFER. The Developer shall control seventy-five (75%) percent of all votes in the affairs of the Association during the initial period. (the "Developer Control Period"). During the Developer Control Period, the Developer shall be entitled to, among other things, appoint and remove the officers and members of the Board of Directors. The Developer shall relinquish all rights through which they may directly or indirectly control, direct, modify or veto any action of the Association, its Board of Directors or a majority of Lot Owners and control of the Association shall pass to the Owners of the Lots, no later than the earlier of the following:

- (a) Four months (4) after the date by which ninety-eight (98%) per cent of the total lots have been conveyed by recorded deed, or
- (b) Seven (7) years from the date of the execution of this document, provided, however, that following the transfer, nothing herein shall be construed to limit the Developer's Rights to exercise the votes allocated to the Lots which the developer may own.
- (c) Nothing shall prohibit the Developer from assigning his rights to the homeowners association earlier than the

time periods in this section specified herein, and such assignment, upon recording, will terminate the Developer's rights and control period.

SECTION 8. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt 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 Areas as defined in Article I, Section I 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 9. MANAGEMENT. 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 and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

ARTICLE VII DURATION

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until December 31, 2034 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 Articles XXIII and XXIV hereafter.

ARTICLE VIII 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 IX 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 X LAND USE AND BUILDING TYPE

All lots in the Subdivision shall be known and designated as residential lots unless otherwise noted on the plat of record and amendments thereto.

No 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 Glen at Hardin Valley North Subdivision Architectural Review Committee.

ARTICLE XI 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 XII 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. In no event shall a portion of a lot remain so as to become in violation of these restrictions, and/or governmental law or regulation.

ARTICLE XIII

THE GLEN AT HARDIN VALLEY NORTH SUBDIVISION
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 Glen at Hardin Valley North Subdivision 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 Architectural Review Committee shall be composed of three members appointed by the Developer. 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 Developer 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 twenty (20) 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. Further, if no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and the covenants shall be deemed to be fully satisfied. The Developer or its successor or assigns shall continue to have the exclusive authority to appoint the Members of the Architectural Review Committee during the Developer Control Period. After the Developer Control Period expires, the Architectural review Board shall consist of three Board Members appointed by the Board of Directors.

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 or 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 and 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.

SECTION 2. SUBMISSION OF PLANS AND SPECIFICATIONS. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been first submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee, including, without being 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;

SECTION 3. RIGHT OF INSPECTION. The Architectural Review Committee, its 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.

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, 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 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 Owners and their Lot are subject.

(b) The Architectural Review Committee 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 Architectural Review Committee shall have the right of abatement. The Board, upon being informed of such violation by the Architectural Review Committee, shall be entitled to seek equitable relief to enjoin such construction.

SECTION 6. All Builders and Homeowners shall be held responsible for the acts of their employees, subcontractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a Builder of Homeowner 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 or 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 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 XIV
DWELLING RESTRICTIONS



Page: 9 OF 13

201410270023335

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. The dwelling and related improvements 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 basis by case basis and shall be within the sole discretion of the Committee.
3. All windows and the related trim must be of wood or vinyl construction as 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 6/12.
5. All dwellings shall be primarily of brick, stucco or stone or a combination of the same. Premium vinyl, hardy plank cement siding, or natural wood siding may be used in combination with brick, stucco or stone as approved by the Architectural Review Committee. Any other exterior finishes must be approved by the Architectural Review Committee on an individual home basis. No Masonite will be permitted. Vinyl soffett will be permitted in the discretion of the Architectural Review Committee.
6. All dwellings shall have not less than a two car attached garage, capable of accommodating two automobiles unless otherwise approved by the Architectural Review Committee.

7. There shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscaping are complete, except when approval by the Architectural Review Committee.

8. 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.

9. 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.

10. Roofing materials must be 25 year or better architectural dimensional shingle with colors of weathered wood, slate blend, or charcoal gray.

11. 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.



SECTION 2. MISCELLANEOUS RESTRICTIONS.

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

2. No outside radio or TV transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used, except as approved by the Architectural Review Committee.

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 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. 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.

No recreation vehicles, commercial vehicles, boat or trailers may be parked upon the common elements or limited common elements.

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

5. 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.

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 no more than thirty (30) days after completion of such construction.

7. No decorative lighting may be displayed inside of windows or doors which is visible from the exterior of the dwelling. Holiday and event lighting may only be displayed on the exterior of the dwelling on a temporary basis. The Architectural Review Committee shall have the authority to determine and control the type, nature, color and size of any and all exterior decorations including, but not limited to statues, sculptures, ponds, bird baths and all other decorative exterior objects and/or materials whether attached to the dwelling or self supporting.

ARTICLE XV 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.

ARTICLE XVI TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a

residence temporarily or permanently nor 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 XVII GENERAL PROVISIONS

(a) The Association, the Architectural Review Committee, 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, the Architectural Review Committee or by 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, 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 Developer 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.

(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 XVIII EASEMENTS

Easements and other restrictions in conformity with the recorded plat of The Glen at Hardin Valley North 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 in this subdivision unless prior written permission is granted by the Developer or its assigns.

ARTICLE XIV 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 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 to make all necessary corrections and the expense of same shall be a lien upon the real property affected.

ARTICLE XX SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four square feet in height or three feet in width advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

ARTICLE XXI 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 two animals of any species. No fenced "dog run" shall be allowed. Dogs are required to be on a leash when outside. No animals are permitted to run free through The

Glen at Hardin Valley North Subdivision. The Homeowner's Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems advisable

ARTICLE XXII
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.

ARTICLE XXIII
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 Glen at Hardin Valley North Subdivision, subject to this Declaration, then owned by Developer and with the consent of the owner as to any other land in said subdivision, and shall have the further right before a sale to change the size of or locate or relocate any of the lots, parcels, streets, or roads shown on any of the plats of The Glen at Hardin Valley North Subdivision.

ARTICLE XXIV
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 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 XXV AMENDMENT

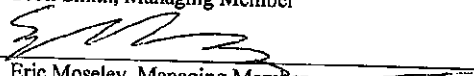
Articles IX through XXIII of this Declaration may be amended for any reason by a vote of two-thirds (2/3) of all the Lot Owners. Articles I through VII may be amended by a vote of two-thirds (2/3) of Lot owners. Notwithstanding the foregoing, the Developer, during the Developer's control period may amend any Article pursuant to Article V. 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 purposes, 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.

Knox TL Lot Acquisition, LLC

By: 
Scott Smith, Managing Member

By: 
Eric Moseley, Managing Member

STATE OF TENNESSEE

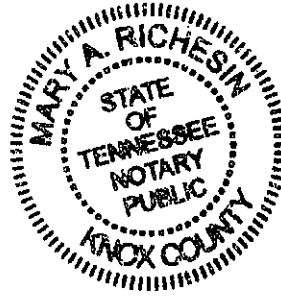
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State SCOTT SMITH AND ERIC MOSELEY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the MANAGING MEMBERS of KNOX TL LOT ACQUISITION, LLC, the within named bargainor, a limited liability company, that she as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company as said officers.

Witness my hand and official seal at office this 24 day of October, 2014.

Mary A. Richesin
Notary Public


My commission expires: 12-21-16



Page: 13 OF 13

201410270023335

This instrument prepared by:
East Tennessee Title Insurance
Agency, Inc.
8930 Cross Park Drive
Knoxville, TN 37923


Knox County Page: 1 of 4
REC'D FOR REG 03/04/2016 8:08:25AM
RECORD FEE: \$22.00
M. TAX: \$0.00 T. TAX: \$0.00
201603040051001

Sherry Witt
Register of Deeds
Knox County

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE HARDIN VALLEY VISTA SUBDIVISION,
SUCCESSOR BY NAME CHANGE FROM
THE GLEN AT HARDIN VALLEY SUBDIVISION, NORTH

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HARDIN VALLEY VISTA SUBDIVISION is made and entered into as of the 3rd day of March, 2016, by **CHAMPION CONSTRUCTION, LLC**, a Tennessee limited liability company. Herein referred to as "Champion", "Declarant and/or Developer".

WITNESSETH:

WHEREAS, Declarant is now the "Developer" under and pursuant to that certain **DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HARDIN VALLEY VISTA (FORMERLY THE GLEN AT HARDIN VALLEY SUBDIVISION NORTH) (HEREIN THE VISTA)** of record at Instrument No. 201410270023335 in the Register's Office for Knox County, Tennessee (herein referred to as the "North Declaration") and by reason of that certain **ASSIGNMENT OF DEVELOPER'S RIGHTS** of record at Instrument 201410270023336 in the aforesaid Register's Office (the "Developer Assignment"); and

WHEREAS, Declarant desires to amend the Declaration of Covenants and Restrictions of the Glen at Hardin Valley North, now known as Hardin Valley Vista in the manner to be more fully set forth hereinafter for the purpose of subjecting the real property at Instrument No. 201410270023337 to the additional Covenants and Restrictions to be set forth below:

NOWHEREFORE, inconsideration of the premises, the mutual Covenants and Restrictions, to be hereinafter set forth together with the sum of ten (\$10.00) dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant herein, does here and now declare that the real property described in the Covenants and Restrictions for the Glen at Hardin Valley North, as set forth at Instrument No. 201410270023335 and as set forth in Plats of record at 201409180016374 and renamed Hardin Valley Vista of record at Instrument No. 201512110035507 in the Register of Deeds Office for Knox County, Tennessee, shall hereafter be held, transferred, sold and conveyed subject to the Covenants and Restrictions, charges and liens, which shall be Covenants running with the land and binding upon all present and future owners of said land, and those having an interest in the land and improvements thereto and **THEREFORE ACCORDINGLY**, Declarant here and now further amends the aforescribed Covenants and Restrictions, as follows:

1. The Declarant as the Developer does hereby accept the assignment of the rights and powers pertaining to the "Vista" as set forth in the Vista Declaration as assigned to Champion by the Developer Assignment referenced above, and as such Champion hereby further assumes such rights and powers together with all duties and obligations imposed upon the "Developer" under the Vista Declaration and agrees to carry out and perform hereinafter all of such rights, powers, duties and obligations as such "Developer".

2. The Declarant hereby certifies that the amendments to be hereinafter set forth and effected hereby have been adopted pursuant to those certain terms in the Vista Declaration granting the Developer the authority to amend the Vista Declaration in the manner set forth herein and in accordance therewith Champion as Developer warrants and represents that it has the right to impose the restrictions and covenants, and to amend the Vista Declaration in the manner, set forth herein. Developer further certifies that this Amendment corrects inadequacies of the Vista Declaration in a manner which is in the best interests of the Owners of Lots in the Vista, but not further or otherwise.

3. The Developer declares that the following lots in the Vista, namely, lots 1-7 and lot 69 of the Vista Subdivision shall and are hereby subject to the following exterior treatment requirements and landscaping improvement to each lot, as follows:

All exterior elevations of the aforementioned dwellings will be of 80% masonry construction and to consist primarily of brick and/or stone. The remaining exterior elevations which include the dormers and eaves fascia shall be Hardie Plank, premium vinyl or other comparable material as approved by the Architectural Committee of the Vista Owners Association (herein Vista Association or the alternative HOA).

4. The Declarant hereby confirms, acknowledges and declares that Champion, and each and every Owner or Owners from time to time of Lots within the subdivision, along with the Vista Association, are benefited by, and have corresponding obligations under, those certain Covenants for permanent maintenance of Stormwater Facilities and Best Management Practices as set forth at Instrument No. 201404170059110 and Instrument No. 201408150009915 in the Register's Office for Knox County, Tennessee and by reference thereto are made a part of these Covenants and Restrictions, in as much as the aforementioned Covenants require and provide for the flow of drainage of surface waters from the Vista property into the real property known as the Glen at Hardin Valley Subdivision and to detention basins located within the Glen, which are more particularly shown and described in that certain plat of record at Instrument No. 200705240096288 in the Register's Office for Knox County, Tennessee (The Glen Property) and which property is subject to that certain Declaration of Covenants and Restrictions for the Glen at Hardin Valley Subdivision of record at Instrument No. 200705240096289 (The Glen Declaration).

5. (i) The Developer further acknowledges, confirms and declares that the owners of the aforementioned lots and all other land lying within the Vista Property shall be obligated to pay to the Vista Association, an assessment for each owner's pro rata share of all Maintenance Costs now or hereafter incurred in connection with the maintenance, repair, replacement and operation of the detention ponds located within the boundaries of the Glen. Said assessments shall be collected and paid by the Vista Association to the Glen Owners Association in a timely manner and in accordance with the aforescribed Detention Pond Agreement.

(ii) The Vista Association shall be obligated to collect from the Vista owners and to remit all such collections to the Glen Association being the amount of each such invoice within thirty (30) days after such invoice shall have been submitted to the Vista Association, together with the obligation of the Vista Association, to administer and collect the assessments required under the Covenants for the Vista which shall be perpetual and shall be incumbent upon the successors and assigns of the Vista Association to carry out the duties of the Association as set forth herein.

(iii) In accordance and conformity with the provisions of the Declaration of Covenants and Restrictions of the Glen at Hardin Valley North Subdivision of record at Instrument No. 201410270023335 and the name change of the subdivision to the Hardin Valley Vista Subdivision as set forth at Instrument No. 201512110035507 all of which is of record in the Office of the Register of Deeds for Knox County, Tennessee, the aforesated Covenants and Restrictions are herein further amended to provide that it will be the responsibility of the Homeowners Association of the Vista acting by and through the Architectural Review Committee, herein, "ARC" to enforce the provisions of this Amendment as they pertain to the installation, construction, alteration or maintenance of any dwelling and the landscape of any such lot situated and lying within the Hardin Valley Vista Subdivision, and in the event of the recognition and/or receipt by the ARC of a potential violation of the aforesated covenants and restrictions, the ARC shall investigate, review its findings, assess and make a determination as to the existence and the validity of a violation, and the need, if any, for remedial action to eliminate and/or correct the violation. In that regard, the ARC shall be entitled and empowered to enjoin and remove any such construction and/or installation deemed in violation of the Covenants and Restrictions set forth at Instrument No. 201410270023335 and as amended herein. In the event the ARC fails to respond and report to the aggrieved party and the HOA in a timely manner taking into consideration the complexity of the potential violation or should the ARC in the course of administration and resolution of a potential violation act arbitrarily and/or capriciously in the administration and resolution of the purported violation, such aggrieved party or parties shall be entitled to pursue their rights in a court of law or equity as the case may dictate. For purposes of administration and management of this amendment and no further or otherwise an aggrieved party shall be defined as any person or entity owning an interest in land situated within the confines of the Hardin Valley Vista Subdivision.

6. The Developer further declares and covenants that this amendment shall be placed of record in the Office of the Register of Deeds for Knox Count, Tennessee in an expeditious manner following the proper execution, of the same at which time these covenants shall be binding upon all present and future owners until said covenants herein expire in accordance with the terms and provisions of the Covenant and Restrictions of set forth at Instrument No. 201409180016374 in the Register of Deeds Office of Knox County, Tennessee

7. The original covenants as set forth at Instrument No. 201409180016374, except as specifically altered and amended herein shall remain in full force and effect as set forth in the aforesated Instrument.

Page: 3 OF 4
201603040051001

IN WITNESS WHEREOF, this instrument has been executed by the Developer as of the date first above written.

CHAMPION CONSTRUCTION, LLC

By *Thomas C. Beeler*
Thomas C. Beeler, Chief Manager

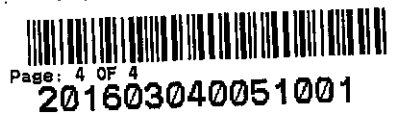
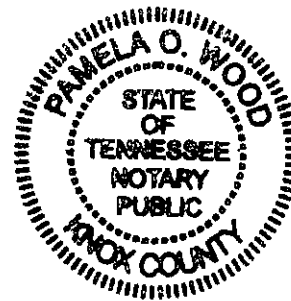
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, a notary public, of the State and County aforesaid, personally appeared THOMAS C. BEELER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of CHAMPION CONSTRUCTION, LLC, the within named bargainer, a limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at office this 3rd day of March, 2016.

Pamela O. Wood
Notary Public

My commission expires: 12/21/16



Sherry Witt
Register of Deeds
Knox County

This instrument prepared by:

Michael S. Kelley
KENNERLY, MONTGOMERY & FINLEY, P.C.
550 Main Street, 4th Floor
Knoxville, TN 37901-0442

**AMENDMENT TO AND CLARIFICATION OF DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
THE HARDIN VALLEY VISTA SUBDIVISION.**

THIS AMENDMENT TO AND CLARIFICATION OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HARDIN VALLEY VISTA SUBDIVISION is made and entered into as of the 29th day of April, 2016, by CHAMPION CONSTRUCTION, LLC, a Tennessee limited liability company, herein referred to as "Champion," "Declarant" and/or "Developer."

WITNESSETH:

WHEREAS, Declarant is now the "Developer" under and pursuant to that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HARDIN VALLEY VISTA (FORMERLY THE GLEN AT HARDIN VALLEY SUBDIVISIONS, NORTH (herein the "Vista" or the "Property"), of record as Instrument 201410270023335 in the Register's Office for Knox County, Tennessee (the "North Declaration") and by reason of that certain ASSIGNMENT OF DEVELOPER'S RIGHTS of record as Instrument 201410270023336 in the aforesaid Register's Office (the "Developer Assignment"); and

WHEREAS, the Vista is contiguous to The Glen at Hardin Valley Subdivision, which includes two detention basins located thereon, which The Glen at Hardin Valley Subdivision and two detention basins are more particularly shown and described in that certain plat of record as Instrument 200705240096288 in the Register's Office for Knox County, Tennessee (the "Glen Property"); and

WHEREAS, Declarant previously amended the North Declaration (the "Amendment") for the purpose of, *inter alia*, acknowledging, confirming, and declaring that the Developer, the Vista Homeowner's Association (the "Vista Association"), and the owners of all lots in the Vista are benefited by the flow of drainage of surface water from the Vista property into the Glen Property and the detention basins located within the Glen; and

WHEREAS, the Amendment also acknowledged, confirmed, and declared that the owners of the lots and all other land lying with the Vista Property shall be obligated to pay to the Vista Association an assessment for each owner's pro rata share of all Maintenance Costs in



Knox County Page: 1 of 6
REC'D FOR REC 05/04/2016 11:15:57AM
RECORD FEE: \$32.00
M. TAX: \$0.00 T. TAX: \$0.00

201605040063626

connection with the maintenance, repair, replacement, and operation of the detention ponds located within the Glen; that these assessments would be collected by the Vista Association; that that the assessments would be collected and paid by the Vista Association to the Glen Association pursuant to an unrecorded detention pond agreement; and

WHEREAS, the Amendment was recorded by Declarant as Instrument 201603040051001; and

WHEREAS, Declarant desires to amend the Amendment in the manner more fully set forth below to record the referenced detention pond agreement and to correct scrivener's errors in the identification of the instrument described in paragraphs six and seven of the Amendment;

NOW, THEREFORE, in consideration of the above, the mutual covenants and agreements set forth herein, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby declares that the Detention Basin Drainage Agreement (the "Detention Basin Agreement") attached hereto as **Exhibit 1** is that certain detention pond agreement referenced in the paragraph numbered five (5) in the Amendment, and that the real property described in the North Declaration and the Amendment shall hereafter be held, transferred, sold and conveyed subject to the Detention Basin Agreement in addition to those covenants and restrictions set forth in the North Declaration and the Amendment, all of which are and shall be covenants running with the land and all of which are and shall be binding upon all owners from time to time of the Property or any portion thereof, and Declarant further hereby amends the North Declaration as more fully set forth below and otherwise hereby declares and covenants as follows:

1. Developer hereby certifies that the amendment to and clarification of the North Declaration and Amendment effected hereby has been adopted pursuant to the particular terms in the North Declaration granting the Developer the authority to amend the North Declaration in the manner set forth herein, and Developer warrants and represents that it has the right to impose the restrictions and covenants, and amend the North Declaration in the manner set forth herein. Developer further certifies that this Amendment corrects inadequacies of the North Declaration and the Amendment in a manner which is in the best interests of the Owners of Lots in the Property.

2. Developer hereby confirms, acknowledges and declares that the Detention Basin Agreement by and among TTBS Development, LLC, Knox TL Lot Acquisition, LLC and The Glen at Hardin Valley Homeowners Association, Inc. dated March 12, 2014, a copy of which is attached hereto as **Exhibit 1** is that certain detention pond agreement referenced in the paragraph numbered five (5) in the Amendment.

3. Developer hereby confirms, acknowledges and declares that, as a result of a scrivener's error, the instrument number referenced in paragraphs six (6) and seven (7) of the Amendment is incorrect in that this number does not correspond to the instrument number of the Covenants and Restrictions of the Vista referenced therein. Developer confirms, acknowledges, and declares that the correct instrument number for paragraphs six (6) and seven (7) of the Amendment is Instrument No. 201410270023335, and the Amendment is amended accordingly.

4. Developer further declares and covenants that this Amendment shall be placed of record as promptly as possible following the full execution and notarization hereof in the Register's Office for Knox County, Tennessee, and that the obligations for the payment of the pro-rata share of Maintenance Costs shall survive any termination of the North Declaration, the Amendment, or this instrument, and that should any of these be terminated, or if at any time there shall be no Vista Association or successor thereto, the Glen Association shall have the right to enforce collection of the Maintenance Costs directly from the owners of lots in the Property and have all lien rights associated therewith as if these instruments, as amended hereby, were still in effect and existence and the Glen Association were the Vista Association thereunder.

5. In all other respects, and except as modified hereby, the terms and provisions of the North Declaration and the Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, this instrument has been executed by the Developer as of the date first above written.

CHAMPION CONSTRUCTION, LLC

By Thomas C. Beeler
Thomas C. Beeler, Chief Manager

STATE OF Tennessee

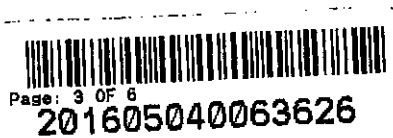
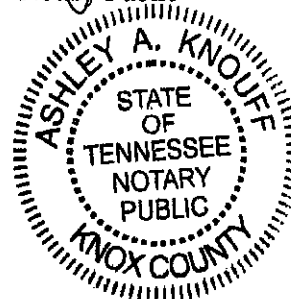
COUNTY OF KNOX

Before me, the undersigned authority, a notary public, of the State and County aforesaid, personally appeared THOMAS C. BEELER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of CHAMPION CONSTRUCTION, LLC, the within named bargainer, a limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at office this 29th day of April, 2016.

My commission expires: 2-29-2020

Ashley A. Knouff
Notary Public



This instrument prepared by:
Stanley F. Roden, BPR#7128
Attorney at Law
10269 Kingston Pike
Knoxville, TN 37922

DETENTION BASIN DRAINAGE AGREEMENT

Whereas, TTBS Development, LLC, is the owner and developer of certain detention basins show on the plat of The Glen at Hardin Valley of record in Inst. 20070520096288, Register's Office, Knox County, Tennessee, and Knox TL Lot Acquisition, LLC, is the owner and developer of property adjacent to The Glen at Hardin Valley more particularly described in Inst. 201403030050465, Register's Office, Knox County, Tennessee.

Whereas it is mutually beneficial for both developers and future purchasers of lots to provide a method of efficiently managing storm water runoff with minimal disturbance of the natural features of both parcels, and to share the cost of maintenance of the detention basins.

Therefore, TTBS Development, LLC, and Knox TL Lot Acquisition, LLC, agree that Knox TL Lot Acquisition, LLC, its successors and assigns may utilize the existing detention basins shown by the plat of record along with any easements for the flow of storm water from the property of Knox TL Lot Acquisition, LLC, to the detention basins owned by TTBS Development, LLC. Knox TL Lot Acquisition, LLC, its successors and assigns in turn agree to be responsible for the pro rata share (based upon number of lots) of the cost of maintenance of the detention basins and easements to the detention basins, until such time as a homeowners association is created and the responsibility becomes that of the homeowners association.

Knox TL Lot Acquisition, LLC, specifically agrees that any homeowners association created will have the responsibility for maintenance as provided and required by any storm water covenants that may be in existence or in the future created by Knox County.

Both TTBS Development, LLC and Knox TL Lot Acquisition, LLC will in the future transfer the ownership of the common areas containing the detention basins, easements, and the rights, duties and obligations contained in this instrument to The Glen at Hardin Valley Homeowners Association, Inc., and to a homeowners association to be created by Knox TL Lot Acquisition, LLC. The Glen at Hardin Valley Homeowners Association, Inc., acknowledges its rights, obligations and duties created by this instrument and agrees to assume the obligations of the maintenance of the Detention Basin Drainage Easement, along with Knox TL Lot Acquisition, LLC, until such time as it creates a homeowners association and transfers such rights, responsibilities and duties to such association.

The owners, their successors, assigns and subsequent lot owners, hereby covenant and agree not to construct, build, erect any structure, make any improvements, engage in any activity, either actively or passively, within said Detention Basin Drainage or easements thereto, that would in any



way impede or inhibit the detention basin from performing its function.

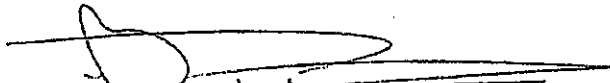
The covenants and agreements contained herein shall run appurtenant to the land of each of the parties and shall be binding upon the undersigned, their heirs, successors and assigns. The obligations assumed hereunder shall be from and after the date hereof enforceable by any parties their successors and assigns.

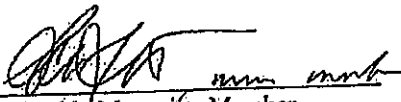
The use of the words "party" or "parties" shall apply to either, whether in the plural or the singular, and the reference to "he," "she" and/or "they" shall include all of the references, the gender of one applying to the gender of the other. Any reference to property of Knox TL Lot Acquisition, LLC, only refers to the property acquired in Inst. 201403030050465, Register's Office, Knox County, Tennessee.

IN WITNESS WHEREOF, the parties have executed this binding agreement on this 2 day of March, 2014.

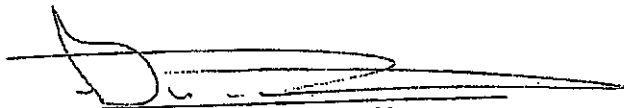
TTBS Development, LLC

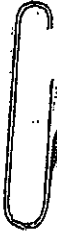
Knox TL Lot Acquisition, LLC


By: Benjamin L. Testerman, Chief Manager


By: Scott Smith, Managing Member

The Glen at Hardin Valley Homeowners Association, Inc.


By: Benjamin L. Testerman, President



STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, in and for said County and State, personally appeared, Benjamin L. Testerman, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be Chief Manager of TTBS Development, LLC, the within named bargainer, and that he as such Chief Manager, executed the forgoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

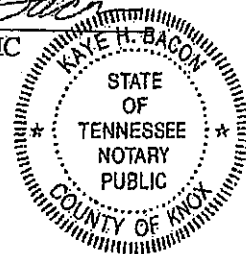
Witness my hand and official seal at office, this 12 day of March, 2014.

My commission expires:

6/6/16

Kaye H. Bacon

NOTARY PUBLIC



STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned authority, in and for said County and State, personally appeared, Scott Smith, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be managing member of Knox TL Lot Acquisition, LLC, the within named bargainer, and that he as such managing member, executed the forgoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as managing member.

Witness my hand and official seal at office, this 12 day of March, 2014.

My commission expires:

6/6/16

Kaye H. Bacon

NOTARY PUBLIC

