

K.F. THIS INSTRUMENT WAS PREPARED BY
Knoxville Title Agency
NAME ADDRESS
706 South Peters Rd.
Knoxville, TN 37913


Sherry Witt
Register of Deeds
Knox County

**THE HIGHLANDS AT HARDIN VALLEY
COVENANTS, CONDITIONS AND RESTRICTIONS**

WHEREAS, the undersigned HEALY HOMES, LLC, (hereinafter referred to as "Contractor"), is the owner of certain property located in the Sixth (6th) Civil District of Knox County, Tennessee, as shown by Deed of record in Instrument No. _____, in the Register's Office for Knox County, Tennessee; and

WHEREAS, the undersigned, desiring to promote the development thereof as a residential subdivision and for the protection of it, its successors, heirs or assigns and the protection of future owners of any one or more of said lots, does hereby impose upon the above described property the following restrictive covenants, which shall be binding on all owners and shall run with the land, to-wit:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until August 1, 2058, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Each owner shall be entitled to one vote for each lot which he or she owns.
2. If the parties hereto or any of them or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. 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.
4. All numbered lots in the development shall be known and designated as "residential" lots. No structure shall be erected, altered, placed or permitted to remain on any lots other than one detached single family dwelling not to exceed two and three stories in height and a private attached garage.
5. Not more than one dwelling house may be erected on any one lots as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process of any kind except for the purpose of increasing the size of another lot.
6. Each dwelling shall be required to meet certain minimum square footage and design requirements and no dwelling violating these minimum requirements shall be erected, placed, altered or permitted to remain on any lot in The Highlands at Hardin Valley. The minimum square footage requirements are as follows: One story dwellings shall have not less than 1,100 square feet of living area on the main floor excluding garages, porches, decks and terraces; one and


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one-half, two and two and one-half story dwellings shall have not less than 1,400 square feet total living area excluding garages, porches, decks and terraces. Provided, however, that if dwellings contain a full basement, the minimum square footage requirement for the living area shall be 960 square feet. All dwellings shall have an attached garage capable of accommodating at least two automobiles.

7. No building shall be erected, placed, altered or permitted to remain on any building lot in the subdivision until the building plans and specifications and the plot plans showing the locations of a dwelling or alterations have been approved in writing by The Highlands at Hardin Valley Architectural Review Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade level and elevation.

The Highlands at Hardin Valley Architectural Review Committee shall be composed of Ashley Healy and David Healy. In the event either or both of the afore-stated members are unable or unwilling to act upon a particular set of plans and specifications, either or both members of the committee shall have the right to appoint a temporary substitute member of the committee for that particular set of plans and specifications. In the event of death or resignation of any member of the committee, the surviving members shall have the exclusive authority to designate a successor. Neither member of the committee, their respective substitutes, successors or assigns, shall be entitled to compensation for services performed pursuant to this covenant. The aforesaid members shall continue to serve upon the committee until death or resignation of said members as provided herein or until such time as said member or members expressly confer such authority upon a successor committee, or appoint a successor at any time.

In the event the committee fails to approve or disapprove of plans and specifications within fourteen consecutive (14) days after said plans and specifications shall have been submitted to it, such approval shall be implied and no longer required and the requirements of this covenants will be deemed fully satisfied. Furthermore, all such plans must be left with the Committee during the period of construction after approval, and if no suit to enjoin the construction and completion has been filed prior to the completion there, final approval shall be satisfied.

In the event the committee rejects plans submitted for approval under this paragraph, upon written notice by 75 percent of the lot owners within a 200 foot radius of said lot in question at the time said approval is requested stating that the owners of said property within a 200 foot radius desire that approval be given, the same shall be deemed approved by the Committee

8. It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swales on all lot lines. It shall be the responsibility of each builder to maintain a clean and neat construction site at all

times. On all lots which border drainage swales containing vegetation, trees, shrubs, grass, etc., the builders and all future owners shall not be permitted to remove such vegetation from these drainage areas.

9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any activity be done thereon which may be or become an annoyance or nuisance to the neighborhood. All commercial activities of every kind and character are prohibited.
10. No trailers, basement, tent, shack, garage, barn, or other out building erected on the tract shall be used as a residence, temporarily or permanent, nor shall any structure of a temporary character be used as a residence. No mobile homes, modular homes, or trailers shall be placed upon the lots.
11. No colored light bulbs of any kind shall be placed in fixtures. No flagpoles shall be erected on the property other than poles affixed to the home less than 5' in length. No inflatable or motorized decorations of any kind are allowed.
12. In order to maintain a consistent appearance, fencing must be 6' wood privacy fence, must be submitted to and approved by the Architectural Review Committee, and be in like kind with Architectural Review Committee conforming style and design.
13. In order to maintain a consistent appearance in keeping with the surrounding properties within The Highlands at Hardin Valley, landscape plans are subject to, and must be submitted to and approved by the Architectural Review Committee.
14. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the map of record. No easements, rights of way, or rights of access shall be deeded, granted, or in any way given to any person or companies through any lot in this subdivision unless the Developer gives permission in writing. The lot owner is responsible for proper care and maintenance of any portion of that owner's lot affected by the aforesaid easement(s), if any.
15. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction and sale period, or a sign by the lender stating who is financing the project during the construction period.
16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that domestic dogs, cats, and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided they do not constitute a nuisance. No more than two (2) domestic animals of the same species shall be kept in the home, at any one time, without written permission from the Homeowners' Association.



17. Trash, garbage, or other waste shall not be kept, except in sanitary containers. No lot shall be used or maintained as a dumping ground for rubbish. No junk or inoperable vehicles may be parked in the driveways or on the street at any time. No vehicles, machinery or appliances shall be repaired on the exterior of the dwelling, and such repairs shall be permitted only in the interior areas of the dwelling so as to be out of view and so as not to create a nuisance. All repairs except those pertaining to the exterior of the dwelling, the landscaping and driveway shall be limited to the personal needs of the household and confined to the exterior spaces of the dwelling out of view of others in the neighborhood.
18. No house constructed on any lot in the subdivision may be occupied prior to its completion and receipt of the Certificate of Occupancy.
19. Satellite dishes and other forms of receiving and transmitting apparatus must be approved by the Architectural Review Committee.
20. All mailboxes shall be subject to approval for location, size, design and color by the Architectural Review Committee, which shall have a continuing jurisdiction over such matters.
21. No homeowner shall be permitted to store or park house trailers, campers, recreational vehicles (frequently referred to as RVs), pleasure or fishing boats, trailers, or similar vehicles on or about their residence, unless the same are stored and parked inside a garage so as not to be readily visible from the street or adjoining properties. Automobiles which are inoperable, or being stored, shall not be repeatedly parked, kept, repaired, or maintained on the street, driveway or lawn of any lot.
22. The Contractor hereby reserves an unlimited right to alter these Restrictions when such action is deemed necessary for the further development of the subdivision or correct any errors or omissions.
23. All roads shall be dedicated to Knox County and will be maintained by the County Public Works Department. During construction, at no time shall any contractor or his operator expose the surface of the road to damage from machinery. Any and all road damage shall be the responsibility of the lot owner.
24. Contractor maintains the right to all common areas until such time as all lots have been conveyed or until Contractor, in its sole discretion, conveys common areas to the Home Owners' Association, at which time all control shall pass to the Home Owners' Association. Once said conveyance of common areas has occurred, the use of "Contractor" in these Restrictions shall mean "Home Owners' Association".
25. Common elements to include common area maintenance shall be the front entrance adjacent to N. Campbell Station Road, including entrance signage, and entrance landscaping, if installed, all open space detention ponds and any related

catch basins, and the Common Area Surrounding the detention pond and adjacent to N. Campbell Station Road, as shown at the Final Plat Map.

26. By accepting a deed conveying a lot or lots in The Highlands at Hardin Valley, the lot owner is acknowledging joint responsibility for maintenance and repair of the common elements. An Owners' Association is established simultaneous to the development of this subdivision. This Association, to be known as The Highlands at Hardin Valley Home Owners' Association, is a non-profit organization with a President, Secretary, and a Treasurer. The Association shall have at least one (1) meeting of the membership per year.

The Association's responsibilities shall include the maintenance and repair of the designated detention areas and any related catch basins, any landscape around said detention areas and related catch basins, the entrance sign and any signage landscape, if installed, and the common area surrounding the detention basin and adjacent to N. Campbell Station Road, as shown on the Final Plat Map. The detention areas and catch basins shall be maintained in operable condition as designed. The Association may set maintenance fees to be assessed to each member of the Association upon the sale of the home and every year thereafter. Initiation fees and pro-rated annual fees will be assessed and collected upon the close of the sale of the property by the title company.

The Mandatory Initiation Fee shall be Two Hundred Dollars (\$200.00) and an Annual One Hundred Fifty Dollars (\$150.00) Association Fee shall be prorated at the time of closing through December 31. The Association is empowered to collect these fees and to pursue any legal rights for non-payment of the fees, including the filing of a lien against any lot. The Bylaws of The Highlands at Hardin Valley Home Owners' Association shall be as follows:

BYLAWS OF THE HIGHLANDS AT HARDIN VALLEY HOME OWNERS' ASSOCIATION

Section 1. "Association" shall mean and refer to The Highlands at Hardin Valley Home Owners' Association.

Section 2. The common elements consist of the front entrance adjacent to N. Campbell Station Road, including the entrance sign and any entrance landscaping, if installed, sidewalks, the detention areas and any surrounding landscape, if installed, and any related catch basins, and the common area surrounding the detention basin and adjacent to N. Campbell Station Road, as shown on the Final Plat Map. All lot owners shall own a 1/50th interest in any common areas as shown on the recorded map once title to said common areas has been deeded to the Home Owners' Association as stated herein.

Section 3. Every person or entity who is the owner of a fee or undivided fee interest in any lot which is subject to the Covenants of Record and to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. In the event a lot

is owned by more than one person, the co-owners shall designate the representative to the Home Owners' Association.

Section 4. All members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner of a lot and shall become a lien upon the lot against which such assessments are made.

Section 5. The owner of any lot, by acceptance of the deed thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual, quarterly, or monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a continuing lien upon the lot against which each such assessment is made. The lien imposed by this section shall be inferior to any mortgage properly recorded at the time when the lien is assessed. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 6. The Association shall have one (1) class of voting membership. Each lot owner shall have one (1) vote in the Association. Contractor shall maintain the majority vote, without being subject to dues and fees, until the last lot is sold.

Section 7. The officers of the Association shall be a President, a Secretary, and a Treasurer. All officers shall be members of the Association. The officers shall be chosen by a majority vote of the members of the Association. All officers shall hold office at the pleasure of the Association. The President shall preside at all meetings of the Association. The Secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the Association.

Section 8. Written notice of any meeting called for the purpose of taking any special assessment shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the members of proxies entitled to cast sixty percent (60%) of all the membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Subsequent meetings shall not be held more than sixty (60) days following the preceding meeting. Any such special assessment shall have the assent of 2/3 of the votes of the eligible members who are eligible to vote and are voting in person or by proxy at a meeting duly called for that purpose.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 11th day of May, 2018.

HEALY HOMES, LLC

BY: Ashley Healy

Ashley Healy
Member/Secretary

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STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned Notary, personally appeared ASHLEY HEALY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such a person to be the MEMBER/SECRETARY of HEALY HOMES, LLC, the within named bargainor, a limited liability company, and that such MEMBER/SECRETARY executed the foregoing instrument for the purpose therein contained, by personally signing the name of the LLC as MEMBER/SECRETARY.

Witness my hand and seal, at office in Knox County, this 16th day of May, 2018.

My Commission Expires: 09/06/22

[Signature]
Notary Public

