

THIS INSTRUMENT PREPARED BY:

Harley E Bittle III
Hardin Valley Land Partners, a Tennessee General Partnership
10784 Hardin Valley Road
Knoxville, TN 37932

Sherry Witt
Register of Deeds
Knox County

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND HOA
FOR
CREEKSIDE MANOR SUBDIVISION UNIT 1, PHASE 1
("DECLARATION")**

Hardin Valley Land Partners, a Tennessee General Partnership (herein referred to as "Developer"), is the owner of the property described on Exhibit A attached hereto (the "Property"), which Property has been platted into a subdivision designated as Creekside Manor Unit 1, Phase 1 (the "Subdivision"), said plat being recorded as Instrument No. 201505130061741 in the Knox County Register's Office (the "Plat"). Hereafter, the terms Property and Subdivision may be used interchangeably. Developer desires to maintain uniformity with respect to the use and occupancy of the Property in order to enhance and to maintain its value, render it more attractive in appearance and to benefit present and future owners of lots within the Subdivision. Consequently, Developer hereby makes, constitutes, establishes and imposes the following covenants, conditions and restrictions as to the use and occupancy of the Property:

1. **LAND USE AND BUILDING TYPE.** No lot within the Subdivision shall be used except for private single-family residential purposes. However, notwithstanding the forgoing, Developer may construct model and/or speculative homes on lots and use same for the marketing and sale of private single family residences. No building shall be erected, altered, placed or permitted to remain on any lot within the Subdivision other than one detached single family dwelling not to exceed two stories in height, unless provided for herein.

2. **CONSTRUCTION MATERIALS.** Any dwelling erected, placed, altered or permitted to remain on any lot within the Subdivision shall be of brick veneer or wood or non-masonry construction and all house plans and designs shall be approved in writing by Developer prior to beginning construction. The type of wood or non-masonry material used for construction must be approved in writing by Developer prior to construction.

3. **APPROVAL OF BUILDING PLANS.** Developer hereby reserves the right, but is not obligated, to approve all plans and specifications for the erection of improvements on all lots within the Subdivision. Developer may reject plans and specifications it deems incompatible with the overall character of the Subdivision.

4. **DETACHED GARAGES AND OTHER OUTBUILDINGS.** No detached garages and/or other outbuildings shall be erected, altered, placed or permitted to remain on any lot within the Subdivision. Notwithstanding the foregoing, nothing herein shall preclude Developer from erecting and

maintaining temporary tool or storage sheds or field offices within the Property which are used by the Developer.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement of any uncompleted structure, tent, shack, garage, barn or other outbuildings shall be used on any lot within the Property at any time as a residence, either temporarily or permanently.

6. **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot within the Subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immobile or "junk" cars, trailers or recreational vehicles or boats shall be allowed to be parked upon streets or public rights-of-way within the Property or on any portion of the Property other than within a garage or an approved storage facility. No microwave, dish or other receiver or transmitter exceeding twenty four (24) inches in diameter shall be erected or placed on any lot within the Subdivision unless its design, size, color and placement are approved in writing by Developer. No outside clothes lines, antenna, shortwave or "ham" radios and shortwave towers shall be allowed on or within the Property.

7. **EASEMENTS.** Any lot within this Property shall be conveyed subject to the building lines, easements and other conditions shown or noted on the Plat.

8. **LOT CONDITION.** In the event the owner of any lot within the Subdivision fails to keep or maintain the lot in a good condition, free of trash or weeds, and grass over nine inches in height, the Developer shall have the right, but not the obligation, to clean, mow and maintain said lot in whatever manner the Developer deems appropriate and charge the lot owner for all costs incurred in performing such work. Upon the demand of Developer, the owner of such lot shall reimburse Developer for all costs incurred in performing such work and Developer shall retain a lien on such lot and the improvements thereon to secure the repayment of such amounts. Interest shall accrue on the unpaid costs at the rate of twelve percent (12%) per annum commencing on the date on which Developer demands payment and ending on the date that Developer is indefeasibly paid in full for such costs. Such lien may be enforced by foreclosure against the lot and improvements thereon, however such lien shall be subordinate to any first mortgage thereon.

9. **ANIMALS.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot within the Subdivision, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet. However, no "dog runs" of any type or material or any type of permanent dog or pet shelter shall be permitted on any lot within the Subdivision.

10. **SIGNS.** No sign for advertising or for any other purpose shall be displayed on any lot within the Subdivision or on a building, structure or anywhere else on any lot within the Subdivision except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet. Notwithstanding the forgoing, Developer shall have the right to erect larger signs when advertising the Subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

11. **FENCES.** Developer reserves the right, but is not obligated, to approve any fences to be located on any lot within the Subdivision. No fences of any kind, shrubbery or hedge shall be permitted within the area between the minimum front and side lot setback or building lines, as indicated on the applicable subdivision plat, and the street. Fences shall be installed and maintained in a manner that shall not obstruct any drainage easements and/or the natural flow of precipitation or existing streams. All runners, posts and any other support components of the fence shall be placed on the inside of the fence. No chain link fences shall be permitted.

12. **AREA PROTECTED.** All restrictions, covenants and conditions included herein shall apply only to Creekside Manor as shown on the Plat, as well as any amendments thereto, recorded in the Knox County Register's Office and shall be considered covenants running with the land.

13. **CONFORMATION.** All land development and building construction within the Property shall conform to the applicable local governmental land planning and zoning laws, regulations and ordinances as adopted from time to time.

14. **DETENTION, RETENTION, DRAINAGE AND STORM SEWER EASEMENTS.** Unless and until an appropriate governmental authority assumes all responsibility for maintaining all areas within any detention, retention and/or drainage easement and/or any storm sewer easement, the respective owners of those lots on which such areas that have not been assumed by an appropriate governmental authority shall be responsible for maintaining such areas which are located on their lot, except for the maintenance of the facilities located at the rear of lots 83-101 of Creekside Manor, Phase 1 and through lot 1R of the future development area is the responsibility of the Home Owners Association for Creekside Manor.

15. **MAILBOXES.** A mailbox selected by Developer will be placed on each buildable lot within the Property at the expense of the lot owner. Such mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Developer.

16. **SWIMMING POOLS.** All swimming pools shall be in-ground pools. There shall be no above-ground pools permitted. No construction of swimming pools shall be commenced until approved in writing by Developer. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the primary permanent residential structure. No lighting of a pool or other recreational area will be installed without the prior written approval of Developer. If allowed, such lighting will be designed of recreational character so as to buffer the surrounding residences from such lighting. No permanent or temporary dome type enclosures shall be permitted.

17. ASSOCIATION.

(a) Membership. Every Lot owner shall be a mandatory member of Creekside Manor Homeowner's Association, Inc. (the "Association"), a not for profit corporation to be formed by Developer. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the lot.

(b) Suspension of Membership Rights. If a lot owner shall have failed to pay when due any assessment or charge lawfully imposed upon him or her on any property owned by him or her, or if the owner, his or her family, or guests shall have violated any of the covenants contained in this Declaration or any rule or regulation of the Board of Directors of the Association (the "Board") regarding the use of any property or conduct with respect thereto, then, the Board 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 remedy action within twenty (20) days of mailing of aforesaid notice of violation, then the board may suspend the membership rights (including voting rights of that owner).

(c) Remedies of the Association due to Nonpayment of Assessment. Any assessments levied by the Association at a meeting called for such purpose shall constitute a lien on the lots in the Subdivision and if are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against such lot owner personally obligated to pay the same, or foreclose the lien against such owner's lot, and interest costs and reasonable attorneys fees for any such action shall be added to the amount of such assessment. Each such lot owner by his or her acceptance of deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such lot owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of the liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other lot owners in the Subdivision.

(d) Subordination of the lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust, first purchase money security deed, or security deed representing a first lien on the Property, any lots, or any portions thereof. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage or deed trust or proceeding in lieu thereof shall not extinguish the lien of such assessments as to payments which become due after such sale or transfer. No sale or transfer shall relieve the owners of such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(e) Exempt Property. The following property subject to this Declaration shall be exempt from the assessments charges and liens created herein:

(i) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use:

(ii) All area designated as Common Area on the Plat:

(iii) All development amenities located in the Common Area; and

(iv) All properties exempted from taxation by state or local governments upon time terms and to the extent of such legal exemption.

(v) All lots owned by Developer.

Builders shall be exempt for a period of five (5) years from date of lot closing.

(f) Voting Rights. The Association shall have two classes of voting membership. The Class A members shall be all owners of lots in the Subdivision with the exception of the Developer. Each lot owner shall have one vote for his/ her lot. The Class B member shall be the Developer and shall have one vote for each lot in the Subdivision.

18. **ENFORCEMENT.** Enforcement of these restrictive covenants shall be by proceedings by law or equity brought by an owner or owners of any portion of the Property and shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

19. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

20. **TERM.** All of the above restrictions, conditions, and covenants shall be effective until December 31, 2045, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots within the Property wherein such owners agree to change said covenants in whole or in part has been recorded in the Knox County Register's Office.

21. **AMENDMENTS.** The Developer may amend any *provision* in this Declaration so long as in its good faith judgment either the Property or the remainder of the Subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the subdivision is hindered or made less economical in any way by any provisions hereof; provided, however, that this right of amendment shall cease upon the conveyance by deed by the Developer to others of ninety-Five (95%) percent of all the lots in the Subdivision. At such time this Declaration may be amended by a majority of the lot owners within the Subdivision, such amendment shall become effective upon the filing of a certification of its adoption by the President and Secretary of the Association duly recorded in the Knox County Register's Office.

22. **ADDITIONAL PROPERTY.** The Developer shall have the right to amend this Declaration for the purpose of annexing and subjecting additional property to the terms of this Declaration, specifically, Creekside Manor Unit 1, Phase 2, at such time as a final plat of such property has been recorded at the Knox County Register's Office.

23. **ASSIGNMENT OR TRANSFER.** Any or all of the rights and powers, titles, easements, estates and obligations reserved or given to Developer in this Declaration may be assigned to any individual or entity provided that such assignee agrees to assume said 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 be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released there from. Upon the sale of all lots in the Subdivision, Developer shall assign such rights and obligations to the Association and the Association shall accept the same and assume the Developer obligations hereunder.

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

Hardin Valley Land Partners

By: _____

Title: Partner

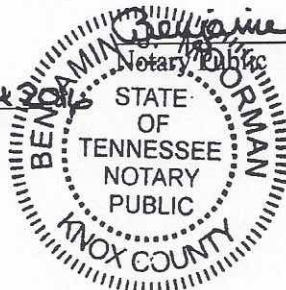
STATE OF TENNESSEE

COUNTY OF KNOX

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, HARLEY E. BATTLE, III, 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 PARTNER of Hardin Valley Land Partners, the within named bargainor, a Tennessee General Partnership that he as such PARTNER, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by HIMSELF as PARTNER.

WITNESS my hand and official seal at office this 13th day of MAY, 2015.

My Commission Expires: 06 March 2018



Page: 6 OF 6

201505130061742

Sherry Witt
Register of Deeds
Knox County

THIS INSTRUMENT PREPARED BY:
Ball Homes, LLC
Lawrence E. Goodwin, Jr., General Counsel
3609 Walden Drive
Lexington, Kentucky 40517
(859) 268-1191


Knox County Page: 1 of 3
REC'D FOR REC 02/15/2017 4:10:41PM
RECORD FEE: \$17.00
M. TAX: \$0.00 T. TAX: \$0.00

201702150050583

**DECLARATION OF ANNEXATION
AND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND HOA
FOR
CREEKSIDE MANOR SUBDIVISION
KNOX COUNTY, TENNESSEE**

THIS Declaration of Annexation and Amendment to Declaration of Covenants, Conditions, Restrictions and HOA (herein the "Declaration of Annexation and Amendment") for Creekside Manor Subdivision, Knox County, Tennessee (herein the "Subdivision") is made and entered into effective as of the 1st day of January, 2016, by **BALL HOMES, LLC**, a Kentucky limited liability company, of 3609 Walden Drive, Lexington, Kentucky (the "Declarant"). All capitalized terms used herein not otherwise explicitly defined shall have the same meaning as in the Declaration (as defined below).

WITNESSETH:

WHEREAS, the Property within the Subdivision generally known as Phase 1 is currently subject to that certain Declaration of Covenants, Conditions, Restrictions and HOA for Creekside Manor Subdivision, Knox County, Tennessee, of record at Instrument Number 201505130061742, in the Knox County Register's office (herein the "Declaration"); and

WHEREAS, the Declarant has been assigned all declarants rights from Hardin Valley Land Partners, the original declarant, by way of that certain Assignment of Developer's Rights dated June 5, 2015, of record at Instrument Number 201506050067026 in the Knox County Register's office;

WHEREAS, pursuant to Sections 21 and 22 of the Declaration, Declarant desires to add and annex into the Subdivision and subject to the Declaration and the covenants, conditions and restrictions therein certain additional property generally known as Phase 2 of the Subdivision, and otherwise modify and amend the Declaration as set forth herein.

NOW, THEREFORE, for and in consideration of the terms and provisions of the original Declaration, the sufficiency of which is hereby acknowledged by Declarant, Declarant agrees that the Declaration shall, and does hereby amend the Declaration to, be amended as follows:

1. Annexation of Phase 2 Property; Substitution of Exhibit "A" and Definitions of Property and Plat. All portions of Phase 2 of the Subdivision, as shown on the Final Plat of Creekside Manor, Phase II, of record at Instrument Number 201511240032337, are hereby

annexed into the Subdivision and Declaration. As such: (i) Exhibit "A" attached to the Declaration identifying the property subject there is hereby substituted and replaced in its entirety by Exhibit "A" attached hereto and incorporated herein by reference; and (ii) all references to the terms "Subdivision", "Property", "Plat" and "Lot" in the Declaration shall hereafter refer to the subdivision, property, plats and lots, respectively, as shown on Exhibit "A" attached hereto.

2. Change of Association Name. The name of the Association originally identified in the Declaration has already been taken by another prior entity. As such, the first sentence of Section 17(a) of the Declaration identifying the name of the Association for the Subdivision is hereby deleted and replaced in its entirety with the following:

17. Association.

(a) Membership. Every Lot owner shall be a mandatory member of Creekside Manor Homeowners and Maintenance Association, Inc. (the "Association"), a not-for-profit corporation to be formed by the Declarant.

3. Effect of Declaration of Annexation and Amendment. Except as modified herein, the Declaration shall remain unmodified and continue in full force and effect.

IN WITNESS WHEREOF, Declarant has hereunto executed this Declaration of Annexation and Amendment as of the date and year first written above.

BALL HOMES, LLC,
a Kentucky limited liability company

By: [Signature]
D. Ray Ball, Jr., its President

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was sworn, subscribed to and acknowledged before me on this the 1st day of January, 2016, by D. Ray Ball, Jr., who personally appeared before me, the undersigned Notary Public for said county and state, as President of Ball Homes, LLC a Kentucky limited liability company, for and on behalf of said company.

[Signature]
NOTARY PUBLIC

My commission expires: July 29, 2017

ID#: 492671

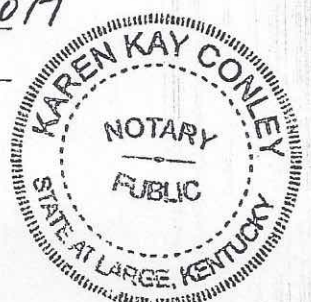


Exhibit "A"

All of the real property and improvements, including all residential lots, open spaces, detention areas and common areas, as shown on those certain Final Plats of Creekside Manor, Phase 1 and Phase 2, of record at Instrument Number 201505190062995 and Instrument Number 201511240032337, respectively, in the Knox County Register's office.

