

**DECLARATION**  
**OF COVENANTS AND RESTRICTIONS OF**  
**THE FARM AT WILLOW CREEK**

Declaration of Covenants and Restrictions of the Farm at Willow Creek as of September 26, 2013 combining original Covenants and Restrictions, Amendment 1 and Amendment 2.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.**

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

- (a) "Association" shall mean and refer to The Farm at Willow Creek Homeowners Association, Inc.
- (b) The "Properties" shall mean and refer to all subdivided and numbered lots in The Farm at Willow Creek as shown on the map of the same of record in the records of the Knox County, Tennessee, Register's Office as Instrument No. 200604070084075 and any subsequent revision thereof. At Developers' option, additional lots, units and/or lands may be added to the "Properties" by Supplemental Declaration.
- (c) "Common Properties" shall mean and refer to the subdivision entrance and access way, and all other common facilities and amenities, including those so designated on the recorded subdivision maps of The Farm at Willow Creek, and any additional lots, units or lands as same may be added to the "Properties" as provided herein and any additional common areas so designated by the Developers by an executed, recorded Declaration or Supplemental Declaration. At any time, the "Common Properties" may, at the sole option of the Developers and in their sole discretion be conveyed to the Association. Neighborhood sidewalks are provided for the use and enjoyment of the community. Once the street is dedicated to the Town of Farragut, the walks will be open to the public. Areas designated as common space on the subdivision plat belongs to the lot owners, but may not be developed, cleared or managed in any way. The lake, pavilion, and great lawn are amenities *for* the subdivision. These amenities are managed by the developer and subsequently by the homeowner's association.
- (d) "Limited Common Properties" shall mean and refer to easements for drainage and detention basins for water drainage lying within the boundaries of any Lot.
- (e) "Lot" shall mean and refer to all numbered residential lots shown upon any recorded subdivision plat or map of the Properties.
- (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 title to any Lot situated upon the Properties but, notwithstanding any applicable legal theory, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired possession or 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 the Charter and By-Laws of the Corporation and in Article II, Section 1, hereof.
- (i) "Director" shall mean and refer to a member of the Board of Directors of The Farm at Willow Creek Homeowners Association, Inc.
- (j) "Board of Directors" shall mean and refer to the Board of Directors of the Farm at Willow Creek Homeowners Association, Inc.

(k) "Architectural Review Committee" (ARC) shall mean and refer Fred M. Leonard, Jr., a member of the Builder's Guild, and a staff architect or such other person(s) as may be appointed by unanimous agreement of said Architectural Review Committee members. In the event of the death of any of the above-named members of the Architectural Review Committee, the survivors or survivor shall exercise the powers under this paragraph.

## **ARTICLE II**

### **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 any obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the Owner of a fee or undivided fee interest in a Lot and expires upon the transfer or release of said ownership interest.

#### **Section 2. VOTING RIGHTS.**

The Association shall have two classes of voting membership:

**CLASS A.** Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Lot.

**CLASS B.** Class B Members shall be the Developers. The Class B Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. Notwithstanding anything to the contrary contained in the Declaration of Covenants and Restrictions or in the Charter or By-Laws of The Farm at Willow Creek Homeowners Association, Inc., the Class B Members shall be entitled to exercise veto power at any time and for any reason, so long as Class B Membership continues to exist as provided herein. Said veto power shall entitle the Class B Members to overrule and/or nullify any vote taken by Class A Members.

Said Class B membership shall remain the Developers, their successors or assigns, until such time as the Developers, their successors or assigns, have relinquished ownership of 75% of the lots within the subdivision.

Once the Developers, their successors or assigns, have relinquished ownership of 75% of the lots in the subdivision, Class B membership shall cease to exist from and after such time and there shall be only Class A membership.

#### **Section 3. BOARD OF DIRECTORS**

The Association shall be governed by a Board of Directors, which are to be elected as provided in the By-Laws.

**ARTICLE III  
PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**Section 1. MEMBERS' EASEMENTS OF ENJOYMENT.**

Subject to the provisions of Sections 2 and 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

**Section 2. TITLE TO COMMON PROPERTIES**

The Developers may retain the legal title to the Common Properties and Limited Common Properties until such time as they, in their sole exclusive discretion, shall convey same to the Association.

**Section 3. EXTENT OF MEMBERS' EASEMENTS.**

The rights and easements of enjoyment created herein shall be subject to the following:

- (a) The right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Members in and to the Common Properties and Limited Common Properties.
- (b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (c) The right and obligation of the Association to charge reasonable fees for the costs and expenses incident to the use and maintenance of the subdivision entrance and access way, drainage easements and detention basins for water drainage, and all other common facilities, amenities Common Properties and Limited Common Properties, including the construction, maintenance, upkeep and repair of facilities and equipment located thereon.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Properties and Limited Common Properties 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 said Association; provided, however, that no such dedication of transfer, and the conditions and provisions incident thereto, shall be effective unless approved by at least four Members of the Board of Directors at a duly constituted board meeting.
- (e) The rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Properties and Limited Common Properties in a unit of The Farm at Willow Creek in which such Member is not a resident.

**Section 4. ACCESS EASEMENTS**

Developer reserves for the benefit of the Association easements for access to the Limited Common Properties on, over, and across any Lot for maintenance and repair of the drainage easements and detention basins located thereon.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

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

The Developers, for each Lot owned by them or their successors within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed accessory, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments of charges: (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including attorneys' fees, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. 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 a property at the time when the assessment fell due. Annual Assessments shall be due and payable upon sale and conveyance of any Lot, and the pro-rata portions of such annual assessment shall be collected and paid to the Association at the time the sale and conveyance to the new Owner is closed.

In consideration of the fact that Developers have constructed at their own expense various amenities and facilities for the use and benefit of the Association, Developers and all companies and entities in which they hold an ownership interest, shall be exempt from all such annual assessments, and shall not be obligated to pay an annual assessment or prorated portion thereof for any subdivided lot or land owned by it.

**Section 2. PURPOSE OF ASSESSMENT.**

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, and in particular for the improvement, maintenance and beautification of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The use of the assessments shall not be specifically limited to the maintenance and upkeep of the Common Areas, but shall also extend to and include the right and obligation to maintain and repair the drainage facilities and detention basins located on the Limited Common Properties and the right to maintain and repair streets lights and lighting, sprinkler system, landscaping and grass, and access ways in the Common Properties. The cost of the operation and maintenance of street lights and lighting and sprinkler system, regardless of location within the subdivision and of the proximity to individual Lots, shall be borne equally by and prorated to each Lot without regard to ownership, it being the intent and purpose of this provision to ensure the safety, enjoyment and security of the Properties. The Association acting by and through its Board of Directors shall have the right to engage and employ individuals, corporations or professional managers for the purpose of managing maintaining Common Properties and Limited Common Properties and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

The assessments shall also be used for the purpose of hiring a professional landscaping company to mow, landscape and maintain the front and side yard of all Lots.

**Section 3. ANNUAL ASSESSMENT**

The Developers shall have the right to determine and set the annual assessment for the first year after the establishment of the Association. The assessment shall be a sum reasonably necessary in the sole discretion of the Developers to defray the expenses of the Association for the first year. From and after the end of the first year, the assessment may be adjusted herein provided.

**Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS**

In addition to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of at least four Members of the Board of Directors.

**Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS**

The Association may change the amount and basis of the assessment fixed by Section 3 hereof prospectively for any period, provided that any such change shall have the consent of at least three Members of the Board of Directors.

**Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.**

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called in regard to Sections 4 and 5 hereof, the presence in person by proxy of not less than fifty percent (50%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not so present, the meeting may be adjourned to a subsequent date, not more than sixty (60) days thereafter and the required quorum for such adjourned meeting shall be twenty-five percent (25%) of all of the votes of the membership, present in person or by proxy. Notice of the time and place of the adjourned meeting shall be given in compliance with the requirements of Section 7 below.

**Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.**

The pro-rata portion of the first annual assessment shall be paid at the closing of any Lot. Thereafter as each person 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 Member of the Association, such Member shall not be entitled to any refund of his assessment. It shall be the duty of the Board of Directors to notify each Owner of any change in the annual assessment or any special assessment and the due date of such assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such Owner.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

**Section 8. EFFECT ON NON-PAYMENT OF ASSESSMENT. THE PERSONAL OBLIGATION OF THE OWNERS; THE LIEN; REMEDIES OF ASSOCIATION:**

If the assessments are not paid on the date when due (being the dates specified in Article IV hereof), then such assessment shall become delinquent and shall, together with such interest thereof and cost of collection thereon, including attorneys fees, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such assessment, however, shall remain their personal obligation for the statutory period.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at lesser of (i) the maximum legal rate of interest for the State of Tennessee on the date of delinquency or (ii) the rate of ten (10%) percent per annum; and the Association may (i) institute litigation against the Owner personally obligated to pay the same and/or (ii) foreclose the lien against the property. There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, together with costs of the action.

**Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES.**

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior Owner who was the Owner at the time such assessment accrued.

**Section 10. EXEMPT PROPERTY**

The following land which is subject to the Declarations shall be exempted from the assessments, change and lien created herein:

- (a) All Land to the extent that an easement or other interest therein is dedicated and accepted by the local authority and devoted to public use;
- (b) All Common Properties and Limited Common Properties as defined in Article I, Section 1, hereof;
- (c) All land exempted from taxation by the laws of the State of Tennessee or United States Government to the extent of such legal exemption.
- (d) Notwithstanding any provisions herein, no land or improvements occupied by a Living Unit shall be exempt from said assessments, charges or liens.

**ARTICLE V  
ARCHITECTURAL REVIEW COMMITTEE**

**Section 1. AUTHORITY**

The Architectural Review Committee (ARC) is authorized to approve or disapprove plans or specifications for any improvement to any lot in the development. The ARC is responsible for ensuring that the development concept and quality is sustained throughout implementation and construction of the

subdivision. The authority to approve or disapprove any proposed project is at the total discretion of the ARC. Prior construction projects in the development will not constrain or limit the authority of the ARC.

## **Section 2. ROLES AND RESPONSIBILITIES**

The ARC will receive and review plans for construction from qualified builders and perspective homeowners. After thoughtful review, the ARC will approve, approve with conditions, or disapprove the plans. Once approved, the ARC will monitor the progress of the construction project to ensure consistency with the approved plans and construction standards outlined herein. Plans shall be traditional in style and design. No duplication of plans will be allowed.

## **Section 3. SUBMITTALS AND APPROVAL PROCESS**

A plan will be considered for approval when submitted the ARC with a list of all exterior materials and finishes. House plans require a complete set of working drawings including a floor plan, four elevations, and building sections for review. Once the plans are approved, the ARC will collaborate with homeowners on site plan and landscape. Detailed construction drawings or product specifications for other elements such as accessory structures, fences, pool, and recreation amenities shall be submitted for review.

## **ARTICLE VI**

These covenants and restrictions are to take effect immediately and shall be binding on all parties and all persons claiming under them until April 1st, 2016 at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless the majority of the Members vote to change them in whole or in part.

1. Violations- If the parties hereto or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions 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 violating or attempting to violate any such covenants and restrictions, and either to prevent him or them from doing so or to recover damages for such violation.
2. Invalidation- Invalidation of any one of these covenants and restrictions by judgment or court order shall not in any way affect the validity of any of the other provisions which shall remain in full force and effect.
3. Residential Uses- All Lots of the subdivision shall be restricted exclusively to single family residential use except as permitted by the plat Notes on the plat of the Properties referred in ARTICLE I, Section 1, subsection (c). No Lot, or any portion thereof, shall at any time be used for any commercial business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developers or any builder of residences in The Farm at Willow Creek from using any Lot owned by the Developers or any such builder for the purpose of carrying on business related to the development, improvement and sale of Lots in The Farm at Willow Creek.
4. Storage- No outdoor storage is allowed. The regular storage location for automobiles, yard maintenance equipment, boats, household refuse, and other materials or equipment must be indoors.

5. Animals- No animals, including birds, insects, and reptiles, may be kept on any lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. All pets shall be kept on the property except when being walked with a leash. No structure for the care, house, or confinement of any animal shall be constructed on a lot.
6. Nuisances- No unlawful, noxious, or offensive activities shall be carried on in any lot or upon the common area, nor shall anything be done therein which constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other owners' use of their lots and/or the common area. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the property. Without limiting the generality of any of the forgoing, no exterior speakers, horn, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the property. Alarms or security systems with a siren, bell, or other auditory warning device shall have an automatic device to stop the noise after a five minute period of time.
7. Setbacks- In approving plans and specifications for any proposed structure, the ARC may establish setback requirements consistent with those of The Town of Farragut, which are more or less restrictive than those established herein and by the plat, subject to applicable governmental restrictions. No structure except walls and fences expressly permitted in accordance with provision hereof shall be erected or placed on any lot unless its location is consistent with all established setback requirements. It is hereby established that the front setback minimum will be thirty-five feet, the side setbacks will be fifteen feet minimum (overall of forty feet), and the rear setback will be twenty-five feet.
8. Orientation- Generally, homes should be placed perpendicular to the street with garage door facing in a direction at least ninety degrees away from the street. Garage doors shall face toward the side or back of the lot. Homes located in the curves or on the cul-de-sac will be sited at the time of construction by the ARC to ensure compliance with easements and setback requirements.
9. Clearing- Every effort should be made to sustain the "rural woodland and meadow" image of the site. Clearing should be limited to the building site where possible. Trees with a trunk with a trunk diameter greater than 6", measured at five feet off the ground. Grading shall be minimized.
10. Erosion Control- Prior to construction, silt fences shall be installed and hay bales shall be located at conveyance inlets. Upon completion of construction, the land shall be stabilized with established landscape or paving. Slopes greater than 1:3 (rise: run) shall be stabilized with erosion mats as well as landscape.
11. Landscape- Any lot which has been altered from its natural state shall be landscaped according to plans reviewed and approved by the ARC. Shrubs, trees, grass, and plantings of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as reviewed and approved by the ARC shall be installed no later than thirty day following completion of any building. An automatic irrigation system is required for the front and side yards of each home.



12. Lawn Furnishings- No bird baths, frog ponds, flag poles, lawn sculpture, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any home site without prior approval of the ARC.
13. Temporary Buildings- No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently as a residence on any lot. No contractor or builder shall erect on any lot any temporary building or shed for use in connection with construction on such lot without the prior written consent of the ARC.
14. Accessory Structures- Pool cabanas, gazebos, storage buildings, etc. are permitted with approval of the ARC. Accessory structures shall be constructed of the same materials and construction type as the home. Normal setbacks apply to the siting of all accessory structures.
15. Signs- Signs are not permitted on lots once the home is sold. During the construction phase, one sign indicating the general contractor's name and information is permitted. If the home is for sale, one sign identifying the sales agent is permitted. Signs must be of high quality construction and approved by the ARC, prior to setting on property. All undeveloped lot signs to be mounted on existing HOA provided posts. One sign will be provided to each lot owner at no cost. Each additional sign to be paid for by lot owner; however, design and sign provider to be determined by HOA Board of Directors.
16. Fences and Walls- The concept for development of the subdivision promotes an open neighborhood atmosphere. Fences are not encouraged. Fences can be approved by the ARC on a limited basis to fulfill the desire of some homeowners to provide enclosed play areas for children, to keep dogs, or to fence swimming pools. Landscape, as opposed to fencing should be used to provide visual privacy.

#### Design Criteria

1. Black wrought iron fencing is required, unless approved by the ARC. The pattern shall be submitted to the ARC for review and approval.
  2. No chain link, solid wooden panels, wooden picket, shadow box, or farm-type fences are allowed.
  3. Walls or fences may not be constructed forward of the rear corners of the house.
  4. Walls must be masonry construction matching that of the house with appropriate cap and base to be approved by the ARC.
  5. A suitable landscape plan along proposed fence must be approved by the ARC.
17. Roads and Drives- Each lot is allowed one drive that provides access to the garage. No additional vehicular circulation facility is permitted. Drives shall be paved of brick, stone or approved concrete. No asphalt or gravel drives are permitted. Drives shall be twelve feet in width and provide functional vehicular movement. The drive layout should be considered when planning the locations of the home, and it should accommodate topography, drainage, and existing trees.
  18. Utilities- The developer has minimized the visual impact of public utilities. Similar effort should be carried out with the construction of each home. No wires or pipes going to or from the home shall be exposed to view. Exposed air conditioner components, electrical panels, drainage features, satellite dishes, vent stacks and outlets, back-flow preventers, pool equipment, antennae, and other private utilities shall be concealed from public view to the

- greatest extent practical. Utility features greater than twenty-four inches in any dimension shall be screened from view with a wall that matches construction of the home, unless the ARC approves a landscaping screen. Smaller utility features can be screened with evergreen plantings. Window air conditioner units are not permitted. No exposed above-ground tanks are permitted.
19. Square Footage Requirements- The minimum size for any single story home in the subdivision is 2,500 square feet or 3,500 square minimum on any multiple story home. When calculating the square footage, only fully enclosed, heated space is counted. Porches, garages, and crawl spaces are not counted. Likewise, basement space is not included.
  20. Garage Requirements- Each home must have a garage that can accommodate two large cars. Garage doors must be of superior quality to be approved by the ARC, and be coordinated with the style and color of the house. Access to each garage shall be provided via paved drive with a minimum of twenty-six feet of back up space at the doors. Garage doors may not face front of lawn without ARC approval.
  21. Exterior Materials- Exterior materials shall be brick, stone, real stucco, with limited use of wood or composite siding. No exposed concrete block is permitted. Brick or stone shall be applied below the water table of each home. No vinyl siding will be permitted.
  22. Exterior Colors- Finish colors shall be harmonious with each other and be compatible with the natural surroundings. Exterior wood including deck rails, etc. must be painted to match the trim of the home. If screen enclosures are used they must be flat black.
  23. Exterior Trim and Decoration- 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 visually compatible with the architectural style of the home. Soffits and fascia are to be constructed of wood or approved composite. No vinyl will be allowed. Reflective glass is prohibited. A visible brick or stone water table is required on each home at the top of the foundation.
  24. Roofs- Roofing materials must be one of the following: cedar shake, slate, standing seam metal, "supraslate" or approved equal, or premium architectural dimensional asphalt shingles approved by the ARC. All roof colors to be approved by ARC. No bright or severely contrasting colors are allowed. Roof pitch must be 8:12 (rise: run) or higher over most of the house.
  25. Windows and Doors- All aluminum windows, doors, and casements are not allowed unless approved by the ARC. Windows to be wood or wood clad except as otherwise approved by the ARC. High-quality metal casement windows are allowed. Windows shall have muttons installed that are painted to match the trim of the house, unless approved by the ARC. Shutters with hinges and latches ("dogs") will be required, unless approved by the ARC.
  26. Chimneys- Each home must have a visible chimney that services a fireplace. If the chimney is located on an outside wall, the exterior finish must be brick or stone unless approved by the ARC. Additional chimneys not located on an outside wall may be of brick, stone, or other

high quality finishes approved by the ARC. A decorative cap to be approved by the ARC is required.

27. Sidewalks, Curbs and Driveways- The development has provided drive-over curb-and-gutter, and sidewalks for all lots. Every effort should be taken to prevent damage to sidewalks and curbs. If damage does occur, the property owner will be responsible for repairing damaged sections to their original condition. Curbs and sidewalks are not designed to withstand heavily concentrated loads; therefore heavy loads should remain on pavement. Standard detail curb cuts to be approved by the ARC will be permitted. All driveway aprons are to adjoin at back of curbs. Driveways design shall be submitted to the ARC for approval. No address numbers or lettering of any type will be allowed to be painted on any curb.

## **ARTICLE VII**

All lots must have started construction within four (4) years of January 1<sup>st</sup> 2006, or otherwise hold responsibility to pay KUB gas fees.

## **ARTICLE VIII MANAGEMENT AND MAINTENANCE OF COMMON PROPERTIES**

### **Section 1.**

Except as provided in the plat Notes on the plat of the Properties referred in ARTICLE I, Section 1, subsection (c), prior to the conveyance to the Association by the Developers of all of their right, title and interest in and to the Common Properties, or any portion thereof, the Developers shall have the obligation to manage, maintain and insure the Common Properties; and the Association shall have the obligation to manage, maintain, and insure, the Common Properties which are conveyed to it by the Developers.

## **ARTICLE IX AMENDMENT**

### **Section 1. AMENDMENT BY THE ASSOCIATION.**

Except as otherwise specifically provided herein, any amendment to this Declaration of Covenants and Restrictions shall be subject to the prior approval of the Association membership at a duly called meeting for that purpose. Approval shall require the affirmative vote of not less than sixty-seven percent (67%) of all the votes of the Association membership, whether represented at the meeting or not.

### **Section 2. AMENDMENT BY THE DEVELOPERS**

During any period in which the Developers, their successors or assigns, continue to be Class B Members, the Developer, their successors or assigns, may amend this Declaration of Covenants and Restrictions without obtaining the approval of any Owner; provided, however, that in the event such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot of the Common Properties, such amendment shall be valid upon, the written consent thereto by the affected Owner.

**Section 3. EFFECTIVE DATE OF AMENDMENT.**

An amendment to this Declarations of Covenants and Restrictions shall be effective upon its recordation in the Register's Office for Knox County, Tennessee, or such later time as may be provided in the amendment.