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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BARINEAU HILLS, PHASE II

This Declaration of Covenants and Restrictions is made, entered into, and declared as of the _____ day of _____, 2021, by TWGLA, LLC, a Tennessee Limited Liability Company (“Developer”).

Witnesseth:

WHEREAS, Developer acquired from Jerry L. Morgan, II and Larry D. Wright by Quit Claim Deed dated February 12, 2018 those certain tracts of land described in Exhibit A attached to **Instrument No. 201802200049240 of record** in the Register of Deeds Office for Knox County, Tennessee; and

WHEREAS, Developer has caused to be prepared a Final Plat of Barineau Hills, Phase II, of record in Instrument No. 201909180019641 in the Register of Deeds Office for Knox County, Tennessee, consisting of _____ (—) individual lots (“Final Plat”) bearing numbers _____ (“Lots”), all of which are contained within and are a part of the Property for the development of a residential subdivision known as Barineau Hills (“Subdivision”) and further identified as CLT Map _____, **part of Parcel _____, District 9**, of Knox County, Tennessee **with a metes and bounds description attached hereto as Exhibit A (“Property”)**; and

WHEREAS, the Subdivision will have Common Elements for the use and benefit of all residents in the Subdivision, including a landscape easement consisting of _____ square feet for a sign, planter, and sidewalk, and including street lights within the Subdivision and all common areas outside the individual lot lines; and

WHEREAS, Developer desires to provide for the preservation of the values in the Subdivision and for the maintenance of common facilities and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable to create an entity to which should be delegated and assigned the powers of maintaining and administering the community and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. In order to carry out such duties, Developer has

incorporated under the laws of the State of Tennessee a non-profit corporation known as BARINEAU HILLS HOMEOWNERS ASSOCIATION, INC.

NOW, THEREFORE, the Developer declares that the Property and all Lots which are a part thereof are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

1.1 The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

“Barineau Hills Advisory Committee” (“Subdivision Advisory Committee”) shall mean Larry D. Wright and _____, and one other member appointed by them. The Developer shall have full authority in its sole discretion to replace the other member at any time for any reason.

“Association” shall mean and refer to Barineau Hills Homeowners Association, Inc. The Association is a mutual benefit corporation created under the Tennessee Nonprofit Corporation Act, including without limitation all powers set forth in T.C.A. §48-53-101 et. seq., as it now exists or as hereafter amended.

“Board of Directors” shall mean and refer to the Board of Directors of the Association.

“Common Elements” shall mean and refer to those portions of the Property which shall be conveyed to the Association by the Developer and any improvements, entry features, recreation facilities or other items located on such portions of the Property, including easements shown on the Final Plat.

“Developer” shall mean TWGLA, LLC and its successors and assigns.

“Directors” shall mean and refer to a Director of or Member of the Board of the Association.

“Lot” shall mean and refer to any plot of land shown upon the Final Plat of the Subdivision with the exception of Common Elements as heretofore defined.

“Member” shall mean and refer to all those Owners who are members of the Association as provided in Article II hereof.

“Owner” shall mean singular and shall refer to the owner of the fee simple title, whether one or more persons or entities are owners of the fee simple title to any Lot; notwithstanding any applicable theory of the mortgage, Owner shall not mean or refer to the mortgagee unless and

until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a Lot and shall expire upon the transfer, release or other conveyance of said ownership interest, other than a conveyance for security purposes.

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

CLASS A. Class A members shall be all those Owners described in Section 2.1 above with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 2.1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B member shall be the Developer, its successors and assigns. The Class B member shall be entitled to two votes for each Lot in which it holds the interest required for membership by Section 2.1. The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) _____ (___) years from the date of the filing of this Declaration in the Register of Deeds Office for Knox County, Tennessee.

If the Developer elects to add or annex additional Lots or property to the Subdivision as permitted hereafter, Developer shall have Class B membership in regard to such additional Lots or property on the same basis as outlined herein.

Notwithstanding any provision in this Article II to the contrary, the Developer shall retain its control of the Barineau Hills Advisory Committee established under Article 1.1 until the Developer has sold the last lot owned by it in the Subdivision or any lots annexed thereto.

Said Class B membership shall be non-transferable except to transferees of Developer's remaining interest in the Property and shall remain in the Developer, its successor or assigns, until such time as Class B membership terminates as provided in Section 2.2.

2.3 Votes Necessary for Action. Except as specifically provided herein, actions of the Association shall be effective only after a majority of the votes eligible to be cast by Members of each Class of Members approve said action.

2.4 Board of Directors. The Association shall be governed by a Board of Directors of not less than three (3) or more than five (5) members, to be elected annually by the Members. The members of the Board of Directors need not be owners of a Lot in the Subdivision.

2.5 Maintenance of Common Element. 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 Element and elements and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

2.6 Insurance for Common Element. The Association shall obtain and maintain on the Common Element comprehensive general liability insurance in the amount of _____ Dollars (\$_____) per claim for bodily injury, death and property damage. Such insurance policy shall name the Developer as an additional insured for so long as the Developer maintains any interest in the Subdivision and any Lot.

2.7 Maintenance of Lawns. The maintenance of lawns shall be the responsibility of the Owners of Lots. Failure to maintain lawns could result in maintenance by the Association for which an assessment may be made against the Lot of such offending Owner for the cost of such maintenance. Such determination for the need of maintenance, the employment of a lawn service, and the cost, and the assessment thereof shall be the responsibility of the Subdivision Advisory Committee.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON ELEMENT

3.1 Members' Easements of Enjoyment. Subject to the provisions of Section 3.2, every Member shall have a right and easement of enjoyment in and to the Common Element and such easement shall be appurtenant to and shall pass with the title to every Lot.

3.2 Extent of Members' Easements. The rights and easements of enjoyment in and to the Common Element created hereby shall be subject to the following:

- (a) any rules and regulations reasonably adopted by the Association.
- (b) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Members in and to the Common Element.

(c) the right of the Association, as provided in its Articles and bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed _____ (____) days for any infraction of rules and regulations reasonably adopted by the Association.

(d) the right of the Association to dedicate or transfer all or any part of the Common Element or areas to any public agency, authority, utility, municipality, or other governmental entity for any reasonable purposes, or the right of the Association to mortgage or convey the Common Element, and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by two-thirds (2/3) of the votes eligible to be cast by the Members of each class of membership in the Association, with each class of Members voting as a class.

(e) the rights of Members of the Association shall not be altered or restricted because of the location of the Common Element in a phase or portion of the Subdivision in which such Member is not a resident. Notwithstanding the phase or portion of the Subdivision in which the Lot is located, the Owners of such Lots shall be entitled to full use and enjoyment of all Common Element as provided herein.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges determined in accordance with these Declarations; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Upon default in the payment of such assessments, the Association is authorized and entitled to record a notice of lien claim in the Register's Office for Knox County, Tennessee, and to foreclose that lien claim by attachment and sale of the property through appropriate legal proceedings. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation, jointly and severally, of the person who was the Owner of such property at the time when the assessment fell due. The Association may bring an action in court to recover such assessment, together with interest, costs and reasonable attorney fees, from each person who was an Owner of such Lot at the time when the assessment fell due, which action may be brought in lieu of or in addition to the filing or foreclosure of the lien pursuant hereto. The personal obligation or the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare, and beautification of the Property and the Subdivision generally, and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Element and of the homes situated upon the Property, the satisfaction of the maintenance obligations of the Association as set forth in Section 2.7 hereof and administrative costs related to all such items or purposes. Such uses shall include, without limitation, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The assessments shall not be specifically limited to the Common Element, but shall extend to and include the right and duty to maintain and repair the lighting, traffic signals and signs within or pertaining to the Subdivision, to the extent such street or lights are the property and/or responsibility of the Association, any common easements and driveways, and the satisfaction of the maintenance obligations of the Association as set forth in Section 2.7 hereof. The costs of operation and maintenance of street lights and lighting regardless of the location within the Subdivision and the proximity to the individual Lots, to the extent such lights are the property and/or responsibility of the Association, shall be borne equally and prorated as to each Lot without regard to the ownership; it being the intent of this requirement to insure the safety, enjoyment, and security of the entire Subdivision.

4.3 Annual Assessment. The Developer shall have the right to determine and set the annual assessment each year for a period of _____ (___) years 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 such year and to otherwise satisfy the provisions of Section 4.2. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided.

Until one (1) year following the date of the filing of this Declaration in the Register of Deeds Office for Knox County, Tennessee, the maximum annual assessment shall be \$_____ per Lot. Each purchaser of a Lot shall pay \$_____ at closing to fund the Association. Such amount shall be in addition to any other assessment required to be paid by Lot Owners.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4.3 hereof, the Association may levy in any year a special assessment applicable to the time period set forth in such special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Element, including the necessary fixtures and personal property related thereto, or any other matter as determined by the Association.

4.5 Changes in Basis and Maximum of Annual Assessments. The Board may change the maximum annual assessment and basis of the assessment fixed by Section 4.3 hereof prospectively for any period provided that any such change shall have the assent of at least _____ (___) Members of the Board of Directors.

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

At the first meeting called for any action authorized in Section 4.4 or 4.5 hereof, the presence at the meeting of Members in person or by proxy entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7 Commencement of Annual Assessments. The first annual assessment shall become due and payable on the first day of the month following the lapse of thirty (30) days from the date of the sale of the first Lot in the Subdivision. Thereafter as each person or entity becomes a member 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.

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. Any assessment not paid within ten (10) days after the due date (the first day after such ten (10) day period shall be referred to as the "delinquency date") shall be delinquent. 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 4.4 hereof shall be fixed in the resolution authorizing such assessment.

4.8 Effect on Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment is not paid prior to the delinquency date (as specified in Section 4.7 hereof), then such assessment shall become delinquent and shall, together with interest thereon and cost of collection, as hereinafter provided, become a continuing lien on the Owner's Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the lien against the Owner's Lot, or may take both such actions, and there shall be added to the amount of such assessment reasonable attorneys fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys fees together with the costs of the action.

4.9 Subordination of the Lien To Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of 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.

4.10 Exempt Property. The following property, to the extent it is subject to this Declaration, shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Element as defined in Article I hereof; (c) all properties exempt from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempted from said assessments, charges or liens.

4.11 Assessment on Lots Owned by Developer. The Developer shall not pay or be liable for the amount of any annual or special assessment for any Lot owned by Developer.

4.12 Books and Records. The books and records of the Association shall be kept in such a manner that is possible to determine and ascertain that (i) such sums are expended by the Association for development, improvements, maintenance and upkeep of all Common Element of the Association, and (ii) such sums are expended for the purposes set forth herein.

ARTICLE V

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 20__ on the anniversary date of the filing of this Declaration in the Register of Deeds Office for Knox County, Tennessee, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended pursuant to Article XI.

ARTICLE VI

ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting

to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE VII

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

8.1 Residential Use. All lots shall be restricted exclusively to single-family residential use. 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 Developer or any developer of residences in the Subdivision from using any Lot owned by Developer or such developer for the purpose of carrying on business related to the development, improvement, and sale of Lots in the Subdivision.

8.2 Common Element. The Common Element shall be used only by the Owners and their agents, servants, tenants, family members, invitees, and licensees for access, ingress to and egress from their respective Lots and for such other purposes as may be authorized by the Association.

8.3 Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Element, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots and/or the Common Element.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly, or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

(c) All alarms or security systems with a siren, bell, or other auditory warning device shall have an automatic device to stop the siren, bell, or other device from sounding after a five (5) minute period of time.

8.4 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Subdivision Advisory Committee of plans and specifications for the prevention and control of such erosion or siltation. The Subdivision Advisory Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 8.5.

8.5 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Subdivision Advisory Committee of plans and specifications for the landscaping to accompany such construction or alteration. If a Lot Owner adds or changes any landscape element on his Lot which causes additional maintenance by the Association, the Lot Owner may receive an additional special assessment.

8.6 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications thereof approved by the Subdivision Advisory Committee. 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 Subdivision Advisory Committee.

8.7 Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Subdivision Advisory Committee's prior written approval of plans and specifications thereof, be installed, altered or maintained on any Lot, or on any portion of the Structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings;
- (ii) a sign indicating the Developer of the residence on the Lot;
- (iii) a "For Sale" sign to be no larger than five square feet in area for the original sale of the property by the Developer;
- (iv) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Subdivision Advisory Committee; and
- (v) Developer may place a "Sold" or "Sale Pending" sign on any Lot or house.

8.8 Setbacks. In approving plans and specifications for any proposed Structure, the Subdivision Advisory Committee may establish setback requirements for the location of such Structure which are more restrictive than those established by the Plat. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

8.9 Fences and Walls. In general, fences and walls (except those installed by the Developer or otherwise in this document) are not allowed in the Subdivision as they are often contrary to the architectural and landscaping concepts as well as the sense of community that is promoted. In the backyard area, fences will be permitted from an approved set of fencing types adopted for use by the Subdivision Advisory Committee. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Subdivision Advisory Committee of plans and specifications for such fences and walls.

8.10 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of The Subdivision Advisory Committee of plans and specifications. Specifications shall include the proposed materials to be used in constructing such roads and driveways. The Landscape Designer appointed by the Developer will work with each homeowner to establish location, configuration and materials for road and driveways, subject to the approval by The Subdivision Advisory Committee. Parking spaces, garages, and the driveway to garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape, and compatibility with surrounding improvements. All home-sites shall have a driveway of stable and permanent construction of at least twelve (12) feet in width. Unless prior approval is obtained from The Subdivision Advisory Committee, all driveways must be paved with brick, concrete, or stone. Driveway aprons, the portion of the driveway between the public sidewalk and curb shall be paved with ornamental brick pavers in a color or pattern that complements the house. The pavers shall be installed on a solid aggregate gravel base with secured edges to prevent settling of movement.

8.11 Antenna. In the event that antenna, satellite dishes or other such devices are required to be allowed upon Lots by any valid governmental rule or regulation, then the Subdivision Advisory Committee shall have the authority to restrict the location, size, placement and type of such devices to reduce the visual impact of such devices as much as possible. Further, the Subdivision Advisory Committee may require screening or landscaping to conceal such devices from the street and neighbors. Before any such device may be placed upon any Lot, the Lot owner must submit plans to the Subdivision Advisory Committee for its consideration and approval as required for any other structure.

8.12 Clotheslines. No outside clotheslines shall be placed on any Lot.

8.13 Recreational Vehicles and Trailers. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot or on any of the streets. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance, and maintenance of such a building or trailer must be

specifically approved by the Subdivision Advisory Committee prior to its being moved onto the construction site.

8.14 Recreational Equipment and Pools. Swimming pools, spas, recreational and/or playground equipment are permitted subject to the Subdivision Advisory Committee's approval of plans and specifications of structures. Pools and spas must be in ground and constructed of gunite.

8.15 Accessory Structures. The Subdivision Advisory Committee shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of an accessory structure may not be commenced until complete final plans and specifications shall have been submitted and approved by the Subdivision Advisory Committee in accordance with the provisions of these covenants. All additions of this sort must be located in the "Backyard Area" (the 25 feet wide space between the rear wall of the house and the rear property line area). The construction of such accessory structures must be made of materials that are consistent with the composition, quality, and appearance of that of the house.

8.16 Mailboxes. Mailboxes will be consistent and as selected by Developer.

8.17 Improvements of Lots. All construction of dwellings, accessory structures and all other improvements in the Subdivision shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code rules, regulations, and orders of all applicable governmental agencies and authorities.

(b) All single-family residences constructed on the Lots shall be "traditional" in style. The determination of whether or not a residence is "traditional" shall be decided by the Subdivision Advisory Committee in its sole and uncontrolled discretion.

(c) Concrete or concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot, and there shall be no chain-link fence or fences or walls of any other material which the Subdivision Advisory Committee determines to be incompatible with dwellings or other structures in the Subdivision.

(d) Only one mailbox shall be located on any Lot. All mailboxes shall be of a common design and shall include only the surname and house number, and shall be located as prescribed by the United States Postal Service. The owner shall purchase the mailbox from the Subdivision Advisory Committee.

(e) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other material or devices used for building purposes shall be stored on any Lot except for purposes of construction of a dwelling or accessory structure

on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

(f) No exposed, above ground tanks for the storage of fuel or water or any other substances shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Subdivision Advisory Committee.

(g) All garages must have doors of raised panel construction and each garage door must be coordinated with the dwelling to which it is appurtenant. Garage doors shall be kept in working order and shall be kept closed when not in use.

(h) No window air conditioning unit may be located in any part of any dwelling or accessory structure. All exterior compressor units shall be ground mounted and screened by a wall of material identical to that of the building.

(i) Any screen porch which is part of any dwelling or accessory structure must have a dark color screen, and no bright color silver finish screens may be used.

(j) Any construction on a Lot shall be at the risk of the Owners of such Lot and the Owner of such Lot shall be responsible for any damages 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 not more than thirty (30) days after completion of such construction.

(k) The enclosed, heated living area (exclusive of garages, porches, terraces, bulk-storage and basement) of one-story dwellings shall contain not less than 1,600 square feet. The enclosed, heated living area (exclusive of garages, porches, terraces, bulk-storage and basement) of all one and one-half story and two story dwellings shall contain not less than 2,100 square feet. No dwelling shall be constructed exceeding two and one-half stories in height on any Lot.

(l) Utility Service. No lines, wires or other devices for communications purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy, shall be constructed or placed on any homesite unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on building or other approved improvement. Above ground electrical transformers and other equipment may be permitted if properly screened and approved by the Subdivision Advisory Committee. In addition, all gas, water, sewer, oil, and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be

deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

(m) Refuse and Storage Area. Garbage and refuse shall be placed in containers and shall be capped in containers in such a manner that they are inaccessible to animals. All trash and/or recycling containers must be stored within the interior of the garage at all times except on the designated trash day. The trash and/or recycling containers may be placed on the driveway the evening before trash day and must be returned to the interior of the garage by the following evening once the trash has been picked up. Garbage pick up will be contracted through the Homeowners Association and assessed accordingly.

(n) Lawn Furnishings. No bird baths, frog ponds, flag poles, lawn sculptures, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any homesite without prior approval of the Subdivision Advisory Committee.

(o) Lighting. All exterior lighting shall be consistent with the charter established in The Subdivision and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up lighting or down lighting. No color lens or lamps are permitted. All exterior lighting must be approved by the Subdivision Advisory Committee. Each Lot will have an approved yard lamp installed by the builder. The Homeowners Association will be responsible for the maintenance of the light under the guidelines of the Subdivision Advisory Committee.

8.18 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 inside the residence except when being walked with a leash. no structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot.

8.19 Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the Subdivision Advisory Committee. If such approval is given, such system must be located, constructed, and equipped in accordance with the requirements, standards and recommendations of federal , state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

8.20 Trees and Shrubs. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without prior approval of the Subdivision Advisory Committee unless located within ten (10) feet of the approved site for a dwelling or within the right-of-way of driveways or walkways.

This provision shall not apply to damaged or dead trees which must be removed due to an emergency.

8.21 Building Construction Standards.

(a) Exterior Materials. Finish building materials shall be applied consistently to all sides of the exteriors of buildings and shall be brick, except as otherwise approved by the Subdivision Advisory Committee. Exterior materials other than brick shall be approved by the Subdivision Advisory Committee.

(b) Exterior Colors. Finish colors shall be applied consistently to all sides of the building. Color selections shall be harmonious with each other and with natural materials and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood, including decks, balconies, galleries, banisters, etc., must be painted to match the trim color or shall be complimentary to the building exterior.

(c) Exterior Trim and Decorations. Exterior window and door trim and similar decorations shall all be the same color and materials, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.

(d) Appurtenances. All exterior mechanical equipment including, but not limited to, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen. No solar energy devices shall be allowed.

(e) Roofs. Roofing materials must be a minimum of a 30-year architectural dimensional shingle. Roof pitch must be 8/12 or higher. Metal roofing, slate, or simulated slate roofing will be approved subject to being architecturally adaptable and subject to the Subdivision Advisory Committee. Porch or other adjoining roof structures below 8/12 may be approved by the Subdivision Advisory Committee.

8.22 Landscaping and Open Space Standards.

(a) Site Design and General Landscaping Concepts. The architectural design and the site planning of the Subdivision is intended to evoke the appearance of a turn of the century architecturally planned neo-classical community. Building setbacks, site amenities and landscape improvements for each individual Lot as well as the entire community are intended to create an overall feeling of unity, consistency and harmony. The community atmosphere will be created by requiring the consistent use of materials and architectural styles described herein as well as

disallowing fences and walls that define individual lots. The guidelines and restrictions herein are intended to maintain the design intent of the Developer and sustain the attractive aesthetic appearance of the community. A Landscape Designer will assist the Developer and the Homeowner with the siting of the building, landscape designs for each home grounds, location and design of walkways, driveways, outdoor entertainment areas, and other features outside the home as desired by the owner.

(b) Homesite Alterations. Any homesite which shall have been altered from its natural state, shall be landscaped according to plans approved by the Subdivision Advisory Committee. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly materials. Landscaping as approved by the Subdivision Advisory Committee shall be installed no later than thirty (30) days following completion of any building with weather permitting.

(c) Landscaping and Site Improvements. Landscaping and site beautification is required within certain areas of each Lot. In keeping with the desire to maintain a generally consistent community appearance, some restrictions will apply.

(d) Side Yards. These areas are located parallel to the house and side property lines. Planting in this area must not restrict access/movement between front and rear property areas.

(e) Mulch. All areas within homesites not covered with pavement, buildings, shrubs, mulch or ground cover or sod shall be covered with three (3) inches deep of mulch.

8.23 Sidewalks, Walkways, Patios, and Decks. The Developer approved Landscape Designer will provide design consultation and plans for sidewalks and patios as part of the services for the remainder of the Lot. Special design requests such as swimming pools, spas, fountains, or the extraordinary features, will become part of the scope of the work if requested by the homeowner, but will be paid for separately by the Lot Owner.

8.24 Recreational Equipment. No swimming pools, recreational and/or playground equipment of any kind shall be erected, installed, maintained, or altered on any Lot without the prior written approval of the Subdivision Advisory Committee of plans and specifications for such structures. All additions of this sort must be located in the "Backyard Area" (the 35 feet wide space between the rear wall of the house and the rear property line area). Playground equipment must be constructed of wood other than pressure treated pine. No above ground clubhouses, forts, dollhouses, or tree houses are permitted.

8.25 Except as otherwise provided herein, the Subdivision Advisory Committee shall have the right in its sole discretion (a) to amend these covenants and restrictions provided all such amendments conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity or inconsistency contained herein, (c) to include in any Contract or Deed or other instrument hereafter made any additional covenants and restrictions applicable to unsold Lots or Subdivision land which do not, in the opinion of the Builder, lower the standards of the covenants and restrictions herein contained, and (d) to release any building Lot from any part of the covenants and restrictions (including without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Subdivision Advisory Committee determines that such release is reasonable and does not substantially affect any other building Lot.

ARTICLE IX
WAIVER AND MODIFICATION

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change, or modify any of the restrictions, conditions, or covenants contained herein as to any part of the Subdivision then owned by Developer and with the consent of the Owners as to any other Lot in the Subdivision. Developer shall have the further right before a sale to change the size of or locate or relocate any Lots, streets, or roads shown on any of the plats of the Subdivision.

ARTICLE X
ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more corporations or entities which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released therefrom.

ARTICLE XI
FUTURE ADDITIONS

11.1 Additional land contiguous to the Property as the time such additional land is made subject to these Restrictions may be annexed by the Developer without the consent of Members within twenty (20) years of the date of this instrument.

11.2 Additional residential property and Common Element may be annexed to the Subdivision with the consent of two-thirds (2/3) of the votes eligible to be cast of each Class of Members, with each class voting as a class.

**ARTICLE XII
AMENDMENTS**

The covenants, conditions, and restrictions set forth herein may be amended during the first twenty year period by an amended declaration approved by Owners, including the Developer, holding ninety percent (90%) of the votes eligible to be cast by the Members of each class of membership in the Association, and thereafter by an amended declaration approved by Owners, including the Developer, holding seventy-five percent (75%) of the votes eligible to be cast by the Members of each class of the membership.

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

R

TWGLA, LLC

BY: _____

Larry D. Wright
Title: Managing Member

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared Larry D. Wright, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who, upon oath, acknowledged himself to be the Managing Member of TWGLA, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name as Managing Member.

Sworn to and subscribed before me this the _____ day of _____, 2021.

NOTARY PUBLIC

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My Commission Expires: _____