

UNIFIED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS CONCORD HILLS SUBDIVISION

WHEREAS, Concord Hills subdivision (hereinafter referred to as "Subdivision") is a subdivision of Knox County, Tennessee, comprised of eleven units as more particularly described in maps of record in the Knox County Register's Office as set forth in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the original owners/developers transferred their discretionary powers under the various declarations of covenants and restrictions for all units in the Subdivision to the Concord Hills Homeowners Association, Inc. in 1995, (hereinafter referred to as "Association") by agreements of record in Deed Book 2172, page 905; Deed Book 2172, page 910; Deed Book 2169, page 546; and Deed Book 2199, page 894, all in the Knox County Register's Office; and

WHEREAS, the owners/developers of the units of the Subdivision recorded various declarations of covenants and restrictions prior to 1999 in the Knox County Register's Office as set forth in Exhibit "B" attached hereto and made a part hereof, which covenants and restrictions are hereby replaced and restated by these covenants and restrictions, duly approved by the required majorities in accordance with the covenants of the various units of the Subdivision; and

WHEREAS, units identified in Exhibit C (hereinafter referred to as "Unified Units") consented to these covenants and restrictions by written ballot as above written; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration and the mutual benefit of the consenting units, the declarations of covenants and restrictions for the Unified Units of this Subdivision are hereby unified under this declaration of covenants and restrictions upon all the lots in said Unified Units to run with the land in said Unified Units, replacing all prior covenants and restrictions. The grantee of any deed conveying any lot in said units shall be deemed by the acceptance of such deed to have agreed to all such conditions and restrictions and to have covenanted to observe, comply with, and be bound by all such covenants, conditions, and restrictions, which are hereby unified and restated as follows:

1. The term "lots" as used herein shall refer to the numbered lots in the numbered blocks as shown on said plat of Concord Hills Subdivision, Unified Units. The lots shown on said plat shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected, altered, placed, or permitted to remain on any lot or building plot on said land other than one single family residence. The height of the main residence on each building plot shall be not more than two full stories above the normal surface of the ground. **Except as otherwise provided herein**, no building at any time situated on any lot or building plot shall be used for any business, commercial, amusement, hospital, sanitarium, school, preschool, clubhouse, religious, charitable, philanthropic or manufacturing purposes, and no signs of any kind shall be erected or displayed on any building or lot, except such signs as are permitted elsewhere in these covenants and restrictions. No building situated on any lot or building plot shall be rented or leased separately from the rental or lease of the entire property, and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or other transient accommodation. No duplex residence, garage apartment, or apartment house shall be erected or allowed to remain on any lot or building plot; and no building on any lot or building plot at any time shall be converted into a duplex residence, garage apartment or apartment house. **Home businesses, home offices and home schooling are allowed only if the primary function and character of the lot and any structures on it are residential, and as long as there are no signs displayed,**

no articles, materials, goods, or equipment indicative of the work performed shall be visible from any public street or adjacent properties, there is no increase in traffic and cars parked, there is no increase in noise, vibration, glare, fumes, odors, or electrical interference, there are no gaseous, liquid or solid substances or trash being discharged or displayed.

2. No building shall be erected, placed, altered, or permitted to remain on any lot in this Subdivision having a total floor area of the main structure, exclusive of open porches, basements and garages, of less than the minimum gross livable square footage in the houses for each unit as follows. **For one story dwellings this is 1800 square feet in all units, except for unit ten. For one story dwellings in unit ten, it is 2200 square feet. For two story dwellings it is 2000 square feet for unit one, two, three, four; 2500 square feet for unit five, five-A, six, seven, eight and nine. For two story dwellings it is 3200 square feet for unit ten.** "Split-level" and/or *split-foyer* dwelling shall be considered as one story dwellings; and in calculating square footage, the lower level shall not be considered. All dwellings shall have a solid foundation of brick, stone, concrete block faced with brick or stone or siding and all buildings, whether frame or accessory, shall conform in workmanship and materials to standard building practice for the State of Tennessee, be consistent with all construction in the Subdivision and shall meet with the minimum requirements of the Federal Housing Authority. **The square footage for new homes replacing a home on any lot, may retain the same or more square footage than the square footage of the original home being replaced.**
3. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the **Association** reserves the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements and the location of such on each building plot in the manner and to the extent set forth herein. No building shall be erected, placed, altered, or permitted to remain on any lot in the Subdivision until the building plans and specifications and the plot plans showing the location of said building or alterations have been approved in writing as to conformity and harmony with existing structures in the Subdivision by the **Association** or their designated agent(s) or successors. In the event said **Association** or their designated agent(s) or successors fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications shall have been submitted, such approval will not be required, and this covenant will be deemed fully complied with. In the event said **Association** or designated agent(s) or successors reject plans submitted for approval under this paragraph, the party(s) submitting the plans may make the necessary alterations to said plans and resubmit for approval or upon written notice by 75% of the lot owners within a 200 foot radius of said lot in question at the time of said approval is requested, stating that said owners of said property within 200 foot radius desire that approval be given, the same shall be deemed approved.
4. **Each residence may have attached thereto one or more utility areas** not to exceed a total of 500 square feet. At least one such utility area **may** be constructed at the same time the main residence is constructed. Each utility area shall be walled using materials of harmony with the exterior of building, and the entrance thereto shall be screened, and with a height and design of such manner that structures and objects located therein shall not be viewed from the outside of such utility area. The following building, structure and objects may be erected and maintained and allowed to remain on the building plot if the same are located wholly within the main residence or wholly within a utility area: Pens, yards, and houses for pets; aboveground storage for construction materials, wood, coal, oil and other fuels; clothes racks and clotheslines; children's play houses; miscellaneous storage facilities (other than underground receptacles) and any other structures or objects which must be deemed to be of an unsightly nature or appearance.
5. Except as provided in paragraph 4 hereof and below in this paragraph, no yards on front access may be fenced and no detached outbuilding, as said term is defined herein, shall be erected or allowed to remain

on any part of any building plot on said land. The term "detached outbuilding", as used in these covenants and restrictions, means any garage, carport, quarters for domestic servants, laundry room, tool or workshop, hot house, greenhouse, guest house, children's playhouse, summerhouse, or any other structure, excluding swimming pool installation facilities, of any kind which extends more than three feet above the normal surface of the ground, and which is detached from the single family residence located or to be located on such building plot.

6. All garages and carports shall be a part of the main structures and shall have a capacity for at least two automobiles. Garages and carports shall be so located that the doors and entrances thereto shall not be visible on front elevation; and on street corner lots, the garage and carport openings shall be at rear elevations; provided, however, when deemed desirable due to the "lay of the land" and in keeping with the intent of these covenants and restrictions, garage openings may be to the end of the dwelling. In such event, an **automatic** garage door opener and closer shall be installed. Carports shall be screened on street frontings, using materials of conformity and harmony with the main structure.
7. All telephone, electric and other utilities lines, including cable TV lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. Electric service is provided by the Lenoir City Utilities Board through underground primary service lines running to transformers. Each lot owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires, conductors and other electric facilities from the applicable transformer to the residence buildings on the lot or to any point on the lot and all of same shall be and remain the property of the owner from time to time of each lot. Lenoir City Utilities shall be responsible for making the connections at the transformer. The owner from time to time of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the residence building or to any other point on the lot to the applicable transformer.
8. **Once the construction of any building has begun, work thereon shall proceed diligently** and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the **Association** or their designated agent(s) or successors pursuant to paragraph 3 hereof must be completed in accordance with said plan and specifications within **twelve (12) months** after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. No residence may be occupied prior to its completion. Prior to the completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting access way to his residence. During construction on any building plot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such building plot from the access way only, and such vehicles shall not be parked at any time upon any property other than the building on which the construction is proceeding.
9. Except for structures which are permitted by other provisions hereof to be located within the utility areas referred to in paragraph 4 hereof, no shed, shack, trailer, tent or other temporary or moveable building or structure of any kind shall be erected or permitted to remain on any building plot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the main residence and other building permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.
10. No trailer, tent, basement, garage, or any outbuilding of any kind, even if **otherwise** permitted hereunder to be or remain on a building lot, shall at any time be used as a residence either temporarily or permanently.

11. No radio or television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structures located on a building plot or on any portion of any building plot not occupied by a building or other structure; provided, however, upon written approval by the **Association** as defined herein or their heirs or assigns, the location, size and design of "ham" radio transmitting and receiving antennas, **or one twenty-four (24) inch or smaller diameter dish antenna may be placed on a roof or wall of a principal or accessory structure provided it does not project above the roof line, it is not visible from any public rights-of-way.** The provisions of this paragraph shall not apply to equipment or devices located wholly within a utility area meeting the requirements of paragraph 4 hereof.
12. No sign of any kind shall be displayed to the public view on any lot or building structure except one professional sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder and/or developers to advertise the property during construction and sales period.
13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other pets may be kept provided they are not kept, bred, or maintained for any commercial purpose, and same shall be subject to local laws, of governing bodies having jurisdiction.
14. Until all lots in this Subdivision are accessible to sewer lines and sewage disposal facilities are available, every property owner shall install a septic tank which shall be installed in a manner as to fully comply with all laws and health regulations of the State Health Department. No outside toilets shall be permitted in the Subdivision.
15. No illegal, noxious, or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon, which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. The burning of trash, leaves, clippings, or other debris or refuse shall not be permitted on any part of said land without a written permit from any local governing bodies having jurisdiction over such burning.
16. In the interest of conserving the natural environment of said land and to further insure the development of said land as an attractive residential area of highest quality and standards with a natural relaxing atmosphere, no living tree having a diameter greater than ten inches, breast high, may be cut on any of said land, except such trees as may be necessary for the construction of the residence and within fifty (50) feet thereof, driveways, septic fields, and any such trees that may be considered a safety hazard.
17. The platted lots as shown on the plat of Concord Hills Subdivision, Unified Units, shall not be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or to any other process of any kind except for the purpose of increasing the size of another lot.
18. The **Association** as defined herein, their heirs or assigns shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights powers, privileges, authorities and reservations given to or reserved by the **Association** by any part or paragraph of these covenants and restrictions or under the provisions of said plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the **Association** under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots shown on said plat. Nothing herein contained, however, shall be

construed as to any rights, powers, privileges, authorities, or reservations in said committee except in the event aforesaid.

19. The **Association**, their heirs, or assigns, reserve and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if it is determined such violation to be a minor or insubstantial violation.
20. In addition to the rights of the **Association** provided for in paragraph 19 hereof, the **Association** reserves and shall have the right to amend or alter these covenants and restrictions and any parts thereof in any other respects, **at any time**, with the consent of the persons then owning 75% or more of the **total number** of platted lots shown on the plat of the **Subdivision, for all of the Unified Units**,.
21. No property owner, may impose any additional covenants or restrictions on any part of the land shown on the plat of Concord Hills Subdivision, Unified Units.
22. **In addition to the provisions set out in Paragraph 20**, the covenants and restrictions contained herein as amended and added to from time to time as provided for herein, shall, subject to the provision hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall become effective on the date of this instrument and shall remain in full force and effect until the first day of **January, A.D. 2005**, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of **five (5)** years each, unless within six months prior to the first day of **January, A.D. 2005**, or within six months preceding the end of any such successive **five (5)** year period, as the case may be, a written agreement executed by the then owners of **sixty-six (66%) percent, with at least 50% in each unit**, of the lots shown on said plat of Concord Hills Subdivision, Unified Units, shall be placed on record in the office of the Register of Deeds, Knox County, Tennessee, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that such written agreement shall be executed and recorded as provided for above in this paragraph 22, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of **five (5)** years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.
23. If any person, firm or corporation or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the **Association** as defined herein or any person or persons owning any lot on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or **enjoining** all of any such violations or attempted violations. The remedies contained in this paragraph 23 shall be construed as cumulative of all other remedies now hereafter provided by law. The failure of the **Association**, their successors or assigns, to enforce any covenants or restrictions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

24. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any other provisions of said covenants and restrictions which shall remain in full force and effect.
25. All building restriction lines and easements shown on the plat of Concord Hills Subdivision, Unified Units, and any other restrictions as may be placed on said land by any local, state, or federal governing bodies having jurisdiction shall be deemed a part of these covenants and restrictions.
26. **For Unit 6 only: An easement is hereby granted to the purchasers of Lots #26 and #27 over a portion of Lot #20, said portion being approximately 25 feet by 267.29 feet, and lying along the boundary between Lot #20 and Lots #26 and #27, for the purpose of ingress and egress, said easement to run with the land.**
27. **For Unit 10 only: The original developer installed decorative street lights at intervals along the streets of Unit 10. The homeowners shall pay when due their pro rata share of the electricity service, repair and maintenance cost of said street lights. Pro rata share shall mean the total costs described above, divided by the number of lot owners residing in residences in Unit 10.**
28. **For Unit 10 only: Each lot owner shall be responsible for repairs and maintenance to sidewalks located within the boundary lines of such owner's lot within Unit 10.**
29. **Grandfathering: All violations of paragraphs 3, 4 and 5 that occurred prior to May 17, 1999, are hereby forgiven. This remedy of past violations does not guarantee any future approval, should any homeowner undertake any action on his/her lot in violation of paragraphs 3, 4 and 5 herein, without Association approval first.**

IN WITNESS WHEREOF, the **Association** have hereunto set their hands on this 21st - day of July, 1999.

President of the **Association** with Board approval
STATE OF TENNESSEE

COUNTY OF KNOX

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared the above parties, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness by hand and seal, at office in Knoxville, Tennessee, this 21st day of July 1999.

Notary/Public
My Commission Expires 11-2002
Instr: 199908260016479

This Instrument Prepared By:
Victor Spencer
11012 Flotilla Drive, Knoxville, TN 37922

This Instrument Prepared By:
ROB GRATIGNY
Attorney at Law
114 Lovell Road, Suite 201
Knoxville, Tennessee 37934

AMENDMENT TO THE UNIFIED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS CONCORD HILLS SUBDIVISION

THIS AMENDMENT TO THE UNIFIED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS is made and entered into on the dates shown below by the respective owners of lots located within Concord Hills Subdivision.

WHEREAS, the Concord Hills Homeowners Association, Inc. (hereinafter referred to as the "Association") placed of record certain Unified and Restated Declaration of Covenants and Restrictions applicable to Concord Hills Subdivision (hereinafter referred to as the "Unified Declaration"), said Unified Declaration being of record as Instrument #199908260016479 in the Register's Office for Knox County, Tennessee; and

WHEREAS, the Unified Declaration provides that the covenants and restrictions contained therein may be amended and added to by a written agreement executed by a requisite percentage of the owners of lots within Concord Hills Subdivision; and

WHEREAS, the requisite percentage of the owners of Lots within Concord Hills Subdivision have agreed to various additions to the Unified Declarations, as more fully set out below and have acknowledged the same by affixing their signatures to this instrument.

NOW THEREFORE, in consideration of the foregoing, the following owners of lots in the Concord Hills Subdivision, who have affixed their respective signatures below, now amend the Unified Declaration to include and state the following:

1. VEHICLES

a. Commercial Vehicles:

Commercial vehicles shall not be repeatedly parked or stored on any public right-of-way, driveway, or lawn of any lot located within the development. For purposes of this paragraph, the term "commercial vehicle" shall include, without limitation, trucks over ½ ton, vans and trailers used to transport materials or equipment for a business, tractor trailers or buses.

b. Inoperable or Disabled Vehicles:

Inoperable or disabled vehicles shall not be stored or parked, whether for purposes of repair or otherwise, on any public right-of-way or on any portion of a lot, unless the same is parked or stored inside a garage or in such a way so as to not be readily visible from the street or adjoining properties.

c. Parking:

Except as prohibited for in the paragraphs above, residents or their guests shall be permitted to park vehicles on the public right-of-way in accordance with rules and regulations promulgated by from time-to-time by the Concord Hills Homeowners

d. Enforcement:

If any person, firm or corporation shall violate or attempt to violate any of these restrictions, the Concord Hills Homeowners Association may bring an action against the violating party, at law or in equity, for any claim which such violation shall create, to prevent or enjoin said violation, and/or to recover damages associated therewith.

2. MANDATORY DUES

Each lot owner hereinafter acquiring an interest in and to any lot located within Concord Hills Subdivision shall be subject to mandatory dues for maintenance and assessments as may from time to time be set by the Association. These mandatory dues shall be both a personal obligation of the lot owner and a lien upon the lot in question for payment. No lot owner may waive or otherwise escape liability for these dues by abandonment of his or her lot or by renunciation of membership in the Association.

Any dues which are not paid when due shall be deemed delinquent. If the dues are not paid within (30) thirty days after the due date, the dues shall bear interest from the date of delinquency at the maximum legal rate per annum. The Association may record a lien with the Knox County Register of Deeds Office pursuant to applicable law setting forth the amount of the delinquency. The Association may bring an action at law against lot owners personally obligated to pay these dues, or foreclose the lien against the lot. All attorney fees and court costs incurred by the Association in collecting these dues or placing a lien of record and enforcing the same shall be added to the amount of the dues then owed, and shall likewise be a personal obligation of the lot owner.

3. FORBEARANCE NOT A WAIVER; SEVERABILITY; ATTORNEY FEES

Any failure by the Concord Hills Homeowners Association to enforce any restrictions currently in place or established hereby shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any one or more of these restrictions by judgment or court order shall not affect any other provisions not expressly held to be void. Should the Association employ counsel to enforce any covenant and restrictions, the party violating said restriction shall be responsible for all costs and fees associated therewith.

All remaining covenants, conditions and restrictions not amended hereby shall remain in full force and effect

WITNESS the execution of this instrument on the dates below written.