



KIZER & BLACK, ATTORNEYS, PLLC
217 E. BROADWAY AVENUE
MARYVILLE, TENNESSEE 37804

October 19, 2023

VIA EMAIL: president@concordhillsfarragut.com

Charles Chandler, President
Concord Hills HOA

Re: Questions from email dated September 15, 2023 related to the legal basis for Concord Hills HOA imposing liens on properties for the non-payment of mandatory dues and the legalities of spending Association money on the recreation area

Dear Charles and Board:

I understand that there has been a controversy raised about mandatory Association dues and the use of dues money for the recreation area to include the community swimming pool.

The arguments include the fact that the recreation area, which is owned by the Association, is not attached to any Unit in Concord Hills Subdivision and is not included in the property list attached as Exhibit A to the Unified Covenants and Restrictions, and therefore allegedly liens cannot be placed on properties for non-payment of dues associated with the recreation area.

Further, it is argued by this group that mandatory dues cannot be collected because the 2010 Amendment to the Covenants and Restrictions is prohibited by Section 21 of the Unified Covenants and Restrictions.

It is argued that mandatory dues cannot be spent on the pool because property owners "added statements" to whatever was submitted in the course of executing the 2010 Amendment to the Covenants and Restrictions. I did not get a copy of the alleged statements that were made when executing the 2010 Amendment to the Covenants and Restrictions and none are of record. There are also alleged issues with the Covenants and Restrictions that are said to prevent the Association from placing liens on property for non-payment of dues. There is an additional alleged issue with the deed to the Association for the recreation property that supposedly prevents the Association from placing liens on property for non-payment intended to be spent on the recreation area.

Finally, there are alleged issues with the plats that prevent the Association from placing liens on properties for non-payment of dues intended to be spent on the recreation area.

The Board's analysis in response is that the Unified Covenants and Restrictions Amendment in Section 2 (this is actually the 2010 amendment, not the Unified Covenants and Restrictions) gives the Association the power to collect dues from owners of the lots described in the plats referenced in Exhibit A of the Unified Covenants and Restrictions who purchased their property after the 2010 Amendment was registered with the Knox County Register of Deeds.

Further, the Charter of the Association in Article V, section (c) gives the Association the power to “build, operate and maintain . . . swimming pools” on land owned by the Association. The Bylaws, Article III defines the dues structure. The Association owns the pool property and everything on it and has since May 30, 1978, and therefore is responsible for the swimming pool.

I have done research on the relevant documents of record and the plats, particularly those dealing with the swimming pool property (aka recreation area). I have reviewed all of those documents in addition to the governing documents in trying to ascertain whether the above claims against the Association have any merit. I have concluded that they do not. I reviewed the deed to the Association for the swimming pool, and it is attached hereto. There were restrictions on the swimming pool property (from 5A), but those restrictions have been released.

I did not find anything of record that would prevent the Association from using Association funds on the swimming pool owned by the Association regardless of whether or not that property was submitted for coverage under the Unified and Restated Declaration of Covenants and Restrictions. The right to mandatory dues, as you know, comes pursuant to the Amendment to the Unified and Restated Declaration of Covenants and Restrictions recorded in Instrument 201010140023588, recorded on October 14, 2010. In Paragraph 2 there is no limitation on what the dues can be spent on. Instead, there is wide authority for mandatory maintenance assessments to be paid to the Association, and lien rights for non-payment are expressly referenced without limitation as to how those funds are to be used or spent or how liens can be imposed.

The argument that concerned me the most was about mandatory dues not being able to be collected based on the 2010 Amendment due to Paragraph 21 of the Unified and Restated Declaration of Covenants and Restrictions. It appears to me that Paragraph 22 of this document expressly provides that the Restrictions go into effect on January 1, 2005 and extend for five (5) year periods unless six (6) months prior to the first day of January of 2005 or within six (6) months preceding the end of successive five (5) year period (or six months after such date), as the case may be, a written agreement executed by the then owners of sixty-six (66%) percent, with at least fifty (50%) percent in each unit of record a written agreement where the Covenants and Restrictions are changed, modified, waived, or extinguished in all or in part.

It does not appear that this Section 22 was the section used in adopting the 2010 amendment because the time periods do not add up. The Amendment to the Unified and Restated Declaration was recorded in October of 2010, which is past the time window of 6 months past January 1, 2010 when it would have needed to be recorded if permitted under this Section 22. Instead, the 2010 Amendment appears to have been done pursuant to Paragraph 20, where the Association has the right to amend the Covenants and Restrictions at any time with the consent of persons owning seventy-five (75%) percent or more of the total number of platted lots in the subdivision. It would be helpful if someone familiar with the property at that time could confirm that the signature pages attached represent at least seventy-five (75%) percent of the total number of platted lots in the Subdivision at that time. I am somewhat concerned if they were preceding under Paragraph 22 (only needing sixty-six (66%) percent of the owners to sign off) that they would have missed the window that would have closed as of June 30, 2010 to get the amendment recorded under that section.

Paragraph 21 states that no property owner can place additional restrictions, but it does not prohibit a group of property owners from imposing additional restrictions when the covenants in Sections 20 and 22 both expressly provide means for owners as a group to amend the covenants. So, overall, I am slightly concerned about the numbers of approvals needed for passage of the 2010 Amendment, but I do not think Paragraph 21 prohibited necessarily the 2010 Amendment because there are multiple provisions that clearly provide that a group of owners can impose additional covenants, and that is what we assume happened in the 2010 Amendment.

There is nothing legally that restricts the Association to spending its money on property that is subject to Restrictive Covenants or part of the platted property subject to such covenants.

I was asked also how would challenges to the Covenants and Restrictions be brought. These would be brought in Chancery Court for Knox County, Tennessee by an aggrieved owner(s) in a declaratory judgment action. Most likely, all property owners in the neighborhood would have to be named as parties to the lawsuit in order for it to be procedurally effective. As such, it would be very difficult and very expensive to mount such a challenge because there would be as many parties to the lawsuit as you have lot owners, which is a logistical nightmare. If a challenge is brought, the least expensive way to resolve it would be to enter into some sort of agreement and record the order amending the restrictions. I would wait and see if a challenge can be brought because of the logistical and procedural difficulties in doing so as stated above.

I have enclosed the deed to the pool, and it does not affect any arguments or have any authority on the issues.

I next looked at the specific questions you received and your answers thereto. We will go through those one by one.

1. Where does the CHHHA gets its (legal) authority to mandate to dues (upon CHS lot owners) that are used to operate and maintain properties and public facilities outside of CHS?

You have answered that the Unified Covenants give the Association the power in Paragraph 2. I would change that to the 2010 Amendment gives you that power and not the Unified Covenants. There is nothing that specifies or requires how assessment money is used. You note correctly the Charter gives the right to maintain swimming pools and the Bylaws define the due structure.

2. Are Tier 3 mandatory pool dues legally enforceable?

Yes.

3. Where is the contract?

The combination of the Charter, the Unified Covenants and Restrictions, and the Bylaws provide the legal basis for collecting money to maintain the recreation area. I

would note that we should state the Unified Covenants and Restrictions as amended by the 2010 Amendment to the Unified and Restated Covenants and Restrictions. There is no separate contract document exists or is needed.

4. Who are the stakeholders in the pool?

The Concord Hills Homeowners Association is its record owner, and its members are the stakeholders.

5. Mandatory dues for facility use/maintenance – how did this happen?

There was a unification of the various covenants and restrictions and a 2010 amendment to establish mandatory dues. There was a 2016 Bylaws amendment that established the current dues structure.

6. Where is the written legal document (in the form of a deed, plat or other contract) that attaches Association land to the Unified C&R?

The deed for the property attaches it to Unit 5A, but this subsequently was amended, and the property was returned to the community. Attaching the property to the covenants and restrictions or to a plat is not necessary for the Association to spend money on the pool. Whoever is making this argument is trying to impose a requirement that does not legally exist.

7. Is there an omission error of the plat listed under Exhibit A?

I do not believe there is an error on the listing of the plat.

8. Can mandatory dues payments be used for the maintenance of property that was not platted/developed by the original Owner(s) of the subdivision?

Yes.

9. If not, what are the legal ramifications of collecting mandatory dues from 2016 to present without a contract?

There have not been any improperly collected dues, so none.

10. Who are the stakeholders of this property?

Same answer as above.

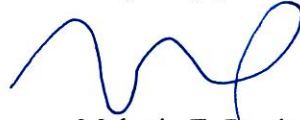
11. Who is legally obligated to maintain and insure the pool?

The owner of the pool, specifically the Concord Hills Homeowners Association and its members.

Hopefully, these responses are helpful. Please let me know if you have any further questions.

With kindest regards, I remain

Very truly yours,

A handwritten signature in blue ink, consisting of a series of connected loops and curves, representing the name Melanie E. Davis.

Melanie E. Davis

MED:lgr
enclosures

THIS INSTRUMENT PREPARED BY:
ART ROBERTS, JR., ATTORNEY
7600 KINGSTON PIKE, KNOXVILLE, TN. 37919

INSTRUMENT NO. 22703

RECEIVED
REC'D
DOR

DURWARD O. SHARPS
REGISTER OF DEEDS
KNOX COUNTY
JUN 6 2 24 PM '77

DECLARATION OF COVENANTS AND RESTRICTIONS
CONCORD HILLS SUBDIVISION, UNIT FIVE-A

WHEREAS, Oliver A. Smith, Jr., Et ux, and Thomas S. Shriver, Et ux, hereinafter called the "Owners", are now the owners of all of the land shown on the plat of CONCORD HILLS SUBDIVISION, UNIT FIVE-A, according to the plat thereof recorded by the Register of Deeds, Knox County, Tennessee in Map Book 648, Page 85, and Note Book 55, Page 172.

WHEREAS, said "Owners" are developing said subdivision known as Concord Hills Subdivision, Unit Five-A, and are desirous of placing certain covenants and restrictions upon the use of all of the land shown on said plat for the mutual benefits of all persons and are desirous that said covenants and restrictions shall run with the title to the land hereby restricted and shall be binding on the present Owners and all subsequent owners of any lot or lots in said subdivision.

5. 6F1153 B00012.00CA

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration and the mutual benefit to be divided by all parties concurrently, the said "Owners" do hereby restrict the use of all the land included in said plat of Concord Hills Subdivision, Unit Five-A, all of the land included in said plat being hereinafter sometimes referred to as "said land", and the parties hereto hereby place upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any lot or lots, parcels and tracts shown on said plat or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bounded by all such covenants and restrictions, 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, Unit Five-A. 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. 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 or as a professional or

1611 795

SA
Covenants

See WB-1938 PG-535 Rel. of Restrictions
See WD 1788 pg 988 Union Bank Sec (lot 12, 13, 14 m)

business office, 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 plat 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 accomodation. 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.

2. No building shall be erected, placed, altered, or permitted to remain on any lot in this subdivision having a ground floor area of the main structure, exclusive of open porches and garages, of less than 1800 square feet for a one story dwelling. "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. Two story dwellings shall have not less than 1200 square feet in the ground level main structure (exclusive of any wings) and shall have a minimum of 2000 square feet in the ground level main structure and the second story immediately above, or a minimum of 2500 gross livable square feet exclusive of basement, dwellings of contemporary architecture shall have a minimum of 2500 gross square feet exclusive of basement, and the architecture be approved pursuant to paragraph 3 herein. All dwellings shall have a solid foundation of brick, stone, concrete block faced with brick or stone 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.

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 "Owners" reserve 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 "Owners" or their designated agent(s) or successors. In the event said "Owners" 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 "Owners" 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 shall have attached thereto one or more utility areas not to exceed a total of 500 square feet. At least one such utility area shall be constructed at the same time the main residence is constructed. Each utility area shall be walled using materials of harmony with 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, structures 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 of 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

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must be deemed to be of an unsightly nature or appearance.

5. Except as provided in paragraph 4 hereof, 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 or 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 automotive 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 T.V. 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. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the "Owners" or their designated agent(s) or successors pursuant to paragraph 3 hereof must be completed in accordance with said plans and specifications within nine (9) 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 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 movable 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 buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

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10. No trailer, tent, basement, garage, or any outbuilding of any kind, even if other wise permitted hereunder to be or remain on a building plot, 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 "Owners" as defined herein or their heirs or assigns, the location, size and design of "ham" radio transmitting and receiving antennas may be permitted. 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. All U.S. mail boxes shall be the U. S. Postal Service approved, size No. 2 (large 23-1/2"L x 11-1/2"W x 13-1/2"H), and paper boxes and other receptacles of any kind for use in the receipt of mail or newspapers or magazines or similar materials shall be of uniform size and design all of which shall be painted flat black. The aforesaid shall be attached to a single steel post or a standard outside light post, 3" in diameter and shall be located on either side of the driveway.

13. 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.

14. 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.

15. 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.

16. No illegal, noxious or offensive activity shall be permitted or carried on 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.

17. 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.

18. The platted lots as shown on the plat of Concord Hills Subdivision, Unit Five-A, 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.



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19. The "Owners" 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 "Owners" 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 "Owners" 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.

20. The "Owners", their heirs, or assigns, reserve and shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall 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 in or any inconsistency between the provisions contained herein, (c) 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 (d) 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 in substantial violation.

21. In addition to the rights of the "Owners" provided for in paragraph 20 hereof, the "Owners" reserve and shall have the right, with the consent of the persons then owning 75% or more of the platted lots shown on the plat of Concord Hills Subdivision, Unit Five-A, to amend or alter these covenants and restrictions and any parts thereof in any other respects.

22. No property owner, may impose any additional covenants or restrictions on any part of the land shown on the plat of Concord Hills Subdivision, Unit Five-A.

23. The covenants and restrictions contained herein as amended and added to from time to time as provided for herein, shall, subject to the provisions 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. 2000, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 2000, or within six months preceding the end of any such successive 25 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat of Concord Hills Subdivision, Unit Five-A 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 any such written agreement shall be executed and recorded as provided for above in this paragraph 23, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

24. 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 "Owners" 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



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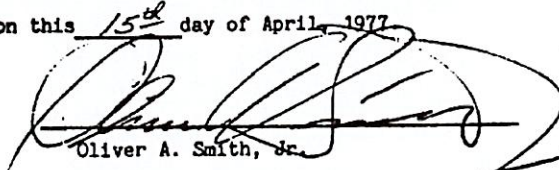
1611 799

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 enjoying all of any such violations or attempted violations. The remedies contained in this paragraph 24 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the "Owners", 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.

25. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not effect or modify any other provisions of said covenants and restrictions which shall remain in full force and effect.

26. All building restriction lines and easements shown on the plat of Concord Hills Subdivision, Unit Five-A 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.

IN WITNESS WHEREOF, the said Oliver A. Smith, Jr., and wife, Evelyn D. Smith; and Thomas M. Schriver, and wife, Patricia C. Schriver, have hereunto set their hands on this 15th day of April, 1977


Oliver A. Smith, Jr.


Evelyn D. Smith


Thomas M. Schriver


Patricia C. Schriver

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.

15th Witness my hand and seal, at office in Knoxville, Tennessee, this day of April, 1977.


Notary Public

My Commission Expires:

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This Instrument Prepared By:
E. H. Marsh, Attorney
708 S. Gay Street
Knoxville, TN 37902

017581

INSTRUMENT NO. _____

RELEASE OF RESTRICTIONS

THIS INDENTURE made this 25th day of January, 1988, by and between THOMAS M. SCHRIVER AND WIFE, PATRICIA C. SCHRIVER and OLIVER A. SMITH, JR. AND WIFE, EVELYN D. SMITH, Parties of the First Part, of Knox County, Tennessee, and CONCORD HILLS HOMEOWNERS ASSOCIATION, of Knox County, Tennessee, Party of the Second Part.

WITNESSETH:

WHEREAS, by Deed of Conveyance dated the 30th day of May, 1978, recorded in Deed Book 1652, page 774, in the Register's Office for Knox County, Tennessee, First Parties conveyed to Second Party certain property in the 6th Civil District of Knox County, Tennessee, fronting on the South side of Farragut Hills Boulevard, consisting of 3.75 acres, more or less, and

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WHEREAS, Second Party is still the owner of said property, and

WHEREAS, the above conveyance in Deed Book 1652, page 774, was made subject to the Declaration of Covenants and Restrictions, applicable to Concord Hills Subdivision, Unit Five-A, which are of record in Deed Book 1611, page 795, in the Register's Office of Knox County, Tennessee, and

WHEREAS, First Parties now desire to release said restrictions in their entirety and make said property subject to the provisions contained in Residential A of the Knox County, Tennessee Zoning Resolutions.

NOW THEREFORE, in consideration of \$1.00 and other good and valuable consideration to us in hand paid by said Second Party, the receipt of which is hereby acknowledged, said Parties of the First Part, pursuant to the authority contained in Par. 20 of the aforesaid Declaration of Covenants and Restrictions do hereby waive, release and relinquish in their entirety the provisions contained in said Deed Book 1611, page 795, and release any right or claim in connection therewith, and make said property subject to the provisions contained in Residential A, of the Knox County, Tennessee, zoning Resolutions.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands on this 26th day of January 1988.

Release of covenants for SA on pool

Thomas M. Schriver
THOMAS M. SCHRIVER
Patricia C. Schriver
PATRICIA C. SCHRIVER
Oliver A. Smith, Jr.
OLIVER A. SMITH, JR.
Evelyn D. Smith
EVELYN D. SMITH

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STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, Conroy J. A. Cypres, a Notary Public in and for said County, the within named bargainors, THOMAS M. SCHRIVER and wife, PATRICIA C. SCHRIVER and OLIVER A. SMITH, JR. and wife, EVELYN D. SMITH, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 26th day of January, 1988.

My Commission Expires:
24 October 1989

Conroy J. A. Cypres
NOTARY PUBLIC

BOOK 1938 PAGE 0535

This instrument prepared by: Art Roberts, Jr., Attorney
Suite F-28, West Town Mall
7600 Kingston Pike
Knoxville, Tennessee 37919

33920

THIS INDENTURE, made this 30 day of May

A. D. 1978

THOMAS M. SCHRIVER AND WIFE PATRICIA C. SCHRIVER and
OLIVER A. SMITH, JR. AND WIFE, EVELYN D. SMITH

between
Knox County in the State of Tennessee, Parties of the first
part, and CONCORD HILLS HOMEOWNER'S ASSOCIATION

22479164 E00006.00 CA

of Knox County, Tennessee,

Party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
ONE (\$1.00) DOLLAR and other good and valuable consideration
to them in hand paid by the said party of the second part, the receipt of which is hereby
acknowledged.

COUNTERSIGNED
AUG 24 1978
PARK M. (Parkey) ESTABACH
KNOX COUNTY
PROPERTY

RECEIVED FOR
RECORDING
AUG 24 12 23 PM '78
DUNBAR & STARR
REGISTER
NOTE BOOK

have bargained, sold, remised, released, and QUIT-CLAIMED, and do hereby bargain, sell

remise, release, and QUIT-CLAIM unto the said party of the second part. the following
described premises, to-wit: Situate in District No. Six (6) of Knox
County, Tennessee, and

BEGINNING at a point on the South side of Farragut Hills Boulevard,
running with the said South side of Farragut Hills Boulevard, 272.29
feet to a point in the South side of Farragut Hills Boulevard; thence
North 46 deg. east 30 feet to a point; thence south 50 deg. 37 min. east
150.05 feet to a point; thence south 7 deg. 45 min. west 582.91 feet to
a stone; thence north 42 deg. 45 min. east 34.69 feet to a stone; thence
north 40 deg. 44 min. west 376.09 feet to a stone; thence north 35 deg.
5 min. west 136.38 feet to a stone; thence north 11 deg. 36 min. east
178.15 feet to the point of BEGINNING, containing 3.75 acres, more or
less, and BEING the same property identified by survey record in Map
Book 64-S, Page 82 in the Register's Office for Knox County, Tennessee.

BEING the same property conveyed to Thomas M. Schriver and wife, Patricia
C. Schriver, and Oliver A. Smith, Jr. and wife, Evelyn D. Smith, by deed
dated March 1, 1972, and of record in Deed Book 1475, page 772, in the
Register's Office for Knox County, Tennessee.

Subject to the Declaration of Covenants and Restrictions, Concord Hills
Subdivision, Unit 5A, said Declaration being of record in the Register's
Office for Knox County, Tennessee, in Book 1611, page 795.

*Original deed
See WB-1938 PG-535 Rel of Restrictions
See WB-1938 PG-533 Correction*

Instr: 197808240017182
Page: 1 of 3
Cross Ref: WB 1652/774

BOOK 1652 PAGE 774

and all the estate, right, title and interest of the parties of the First part therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to Homestead and Dower therein To have and to hold the said premises to the said party of the second part, its heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of _____ (L. S.)
Thomas H. Schyler (L. S.)
Patricia C. Schyler (L. S.)

I hereby swear or affirm that the actual consideration or true value of the transfer, whichever is greater, is \$ 0 Affiant *Patricia C. Schyler*
Subscribed and sworn to before me this 24 day of August 19 78
Deputy Registrar *Y. Brown*

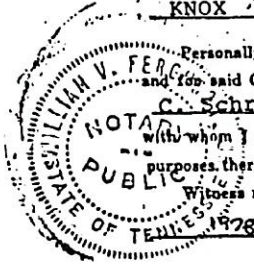
RESPONSIBLE TAXPAYER
Carol H. Hannon
NAME ADDRESS
Garrett Hills Blvd



Instr: 197808240017182
Pages: 2 of 3
Back File Automation



STATE OF TENNESSEE }
KNOX COUNTY. } SS.



Personally appeared before me William V. Ferguson Jr, a Notary Public in and for said County, the within named bargainors, Thomas M. Schriver and wife, Patricia C. Schriver and Oliver A. Smith, Jr. and wife, Evelyn D. Smith with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 30th day of May A. D.

William V. Ferguson Jr Notary Public.
Expiration: 6-3-81

STATE OF TENNESSEE }
COUNTY. } SS.

Personally appeared before me _____, a Notary Public in and for said County, the within named bargainors, _____

with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. And _____, wife of the said _____ having appeared before me privately and apart from her husband, the said _____ acknowledged the execution of the said Deed to have been done by her freely, voluntarily and understandingly, without compulsion or constraint from her said husband, and for the purposes therein expressed.

Witness my hand and official seal at office in _____ Tennessee, this _____ day of _____ A. D. _____

_____, Notary Public.

INDEXED
DIRECT
FILED

BOOK 1652 PAGE 776

Quit Claim Deed

-TO-

REGISTRAR'S OFFICE. }
State of Tennessee } SS.
County of _____

Received for record the _____ day
of _____ A. D. Nineteen Hundred
and _____ at _____ o'clock _____ M. and
Noted in Note Book _____ Page _____ and
recorded in Book of Deeds _____

Vol. _____ Page _____ Register.
Witness my _____ \$ _____
Fee Paid _____
State Tax - _____
County Tax - _____
Clerk's Fee - _____
Total - - - _____



COUNTERSIGNED This Instrument Prepared for Recording by E. H. Marsh Attorney

708 S. Gay Street
Knoxville, TN 37902
INSTRUMENT NO. 017580

FEB 11 1988
MARK A. (Parkey) STRADER
KNOX COUNTY
PROPERTY ASSESSOR

CORRECTION
QUIT CLAIM DEED

THIS INDENTURE, made this 26th day of January, A. D. 1988,
between

THOMAS M. SCHRIVER and wife, PATRICIA C. SCHRIVER and
OLIVER A. SMITH, JR. and wife, EVELYN D. SMITH

of Knox County, Tennessee, First Parties, and

CONCORD HILLS HOMEOWNERS ASSOCIATION, A Tennessee Corporation *600
of Knox County, Tennessee, Second Parties,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of
ONE AND NO/100-----Dollars (\$ 1.00)

to them in hand paid by the said parties of the second part, the receipt of which is hereby
acknowledged,

have bargained, sold, remised, released, and QUIT CLAIMED, and do hereby bargain, sell, remise,
release, and QUIT-CLAIM unto the said parties of the second part, the following described
premises, to wit: Situated in District No. 6 of Knox County, Tennessee,

SITUATED in the 6th Civil District of Knox County, Tennessee, and being more
particularly bounded and described as follows, to-wit:

BEGINNING at an iron pin in the Southern line of Farragut Hills Boulevard, said
point of beginning marking the Northeast corner of Lot 8, Block E, Unit 4,
Concord Hills Subdivision; thence in an Easterly direction, following the curved
Southern line of Farragut Hills Boulevard, a chord call and distance of North 77
deg. 38 min. East, 258.66 feet to a point; thence North 46 deg. East, along the
Southeastern line of Farragut Hills Boulevard, 30 feet to an iron pin; thence
leaving said Farragut Hills Boulevard South 50 deg. 37 min. East, 150.05 feet to
an iron pin; thence South 7 deg. 45 min. West, 582.91 feet to a stone; thence
North 42 deg. 45 min. West, 34.69 feet to a stone; thence North 40 deg. 44 min.
West, 376.09 feet to a stone; thence North 35 deg. 05 min. West, 136.38 feet to
a stone; thence North 11 deg. 36 min. East, 178.15 feet to an iron pin in the
Southern line of Farragut Hills Boulevard, the place of beginning, containing
3.75 acres, more or less, as shown by survey of Garry F. Norvill, Surveyor,
Knoxville, Tennessee, bearing date December 13, 1976.

Being the same property conveyed to Concord Hills Homeowners Association by
Thomas M. Schriver and wife, Patricia C. Schriver and Oliver A. Smith, Jr. and
wife, Evelyn D. Smith by Warranty Deed dated May 30, 1978, of record in Book of
Deeds 1652, page 774 in the Register's Office of Knox County, Tennessee.

This Deed is executed for the purpose of correcting the description as contained
in Deed Book 1652, page 774.

This Conveyance is made and accepted subject to applicable easements and
conditions.

The preparer makes no representation as to title to property described herein.

Send Tax Bills To:

Owner: Concord Hills Homeowners Assn.
P.O. Box 22037
Knoxville TN
37923

*Pool deed -
revised*

RECEIVED FOR
RECORDING
FEB 11 12 02 PM '88
FILE BOOK 11
STEVE HALL

Instr: 198802110016402
Pages: 1 of 2
Gross Ref: LB 1938/533
Back File Automation

BOOK 1938 PAGE 0533

and all the estate, right, title and interest of the parties of the First part therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to Homestead and Dower therein To have and to hold the said premises to the said parties of the second part, their heirs and assigns forever.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set hands and seals the day and year first above written.

..... (L.S.) Thomas M. Schriver (L.S.)
 THOMAS M. SCHRIVER
 (L.S.) Patricia C. Schriver (L.S.)
 PATRICIA C. SCHRIVER
 (L.S.) Oliver A. Smith, Jr. (L.S.)
 OLIVER A. SMITH, JR.
 (L.S.) Evelyn D. Smith (L.S.)
 EVELYN D. SMITH

STATE OF TENNESSEE, } ss.
KNOX COUNTY

Personally appeared before me Conrad J. A. Cypress, a Notary Public in and for said County, the within named bargainors, THOMAS M. SCHRIVER and wife, PATRICIA C. SCHRIVER and OLIVER A. SMITH, JR. and wife, EVELYN D. SMITH

with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 26th day of January, A.D. 1988

Conrad J. A. Cypress
 Notary Public

My Commission expires:
24 October 1989