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SHERRY WITT  
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AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
JEFFERSON PARK

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR JEFFERSON PARK SUBDIVISION is made and entered into as of this 4<sup>th</sup> day of February, 2008 by MESANA INVESTMENTS, LLC, a Tennessee limited liability company (hereinafter referred to as "Developer").

Developer has prepared and recorded a Declaration of Covenants and Restrictions for Jefferson Park at Instrument Number 200801170054416 in the Register's Office for Knox County, Tennessee. Developer, as the owner of all of the lots in Jefferson Park, now wishes to amend the Restrictions by deleting them in their entirety and replacing them with the following Amended and Restated Declaration of Covenants and Restrictions for Jefferson Park:


W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Article I of this Declaration and desires to create thereon a residential community with common facilities for the benefit of the said community; and

WHEREAS, Developer desires to place certain covenants, conditions, reservations and restrictions upon the use of all lots and portions of such lots for the benefit and protection of homeowners of the dwellings erected thereon, in order to establish and maintain a sound value for such dwellings, and to maintain the aesthetic quality of the development; and

WHEREAS, Developer has formed a Tennessee not-for-profit corporation (hereinafter called the "Association") to be called the Jefferson Park Homeowners Association, Inc. or a name similar thereto. Upon formation of such Association each Lot Owner, in accepting a deed for any Lot in Jefferson Park Subdivision, agrees to and shall become a member of and be subject to the obligations and duly enacted Bylaws of the Association. Each Lot Owner's membership shall terminate upon the sale or other disposition of such member of him or her Lot, at which time the new Lot Owner shall automatically become a member of the Association.

NOW THEREFORE, the Developer declares that the real property described in Article I is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, Bylaws, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

  
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RECORD FEE: \$147.00  
M. TAX: \$0.00 T. TAX: \$0.00

## ARTICLE I DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to Mesana Investments, LLC, a Tennessee limited liability company, or such other individuals as Developer may appoint, until all lots in Jefferson Park shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents, at which time such term shall mean and refer to those persons selected annually by the Board in compliance with this Declaration to serve as members of said committee.

Section 2. "Association" shall mean and refer to Jefferson Park Homeowners Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns.

Section 3. "Board" shall mean and refer to the Board Directors of the Association.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or other property designated by the Developer for the common use and enjoyment of all Jefferson Park Owners, an area running parallel to Northshore Drive and any and all portions of the Property which are designated as joint permanent access easements on the Plat.

Section 5. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and Articles of Incorporation of the Association.

Section 6. "Declaration" shall mean the covenants, conditions, restrictions, Bylaws and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 7. "Developer" shall mean and refer to (i) Mesana Investments, LLC, a Tennessee limited liability company (ii) any successor-in-interest to Mesana Investments, LLC to all or any portion of the Property, provided that in the instrument of conveyance to any such successor-in-title or interest, such successor-in-title is expressly designated as the "Developer" hereunder by the grantor of such conveyance, which grantor shall be the Developer hereunder at the time of such conveyance.

Section 8. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision plat of the Property upon which a single-family residence may be constructed.

Section 9. "Owner" shall mean and refer to the recorded owner, whether one or more Persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

Section 10. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.


Section 11. "Plat" shall mean and refer to that certain Final Subdivision Plat for Jefferson Park prepared by Jim Sullivan, Surveyor recorded January 17, 2008 and recorded as Instrument Number 200801170054415 in the Register's Office for Knox County, Tennessee, and as may be shown by any amended or supplemental map of the subdivision subsequently recorded in the Register's Office of Knox County, Tennessee.

Section 12. "Property" shall mean and refer to that certain real property recorded in Instrument Number 200801170054415 in the Register's Office for Knox County, Tennessee and by reference made and part hereof, together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration.

Section 13. "Structure" shall mean and refer to (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration but not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, basketball goal (s), fence(s), curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lots (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or which causes a drainage change from, upon or across any Lot: and (iii) any change in grade at any point on a Lot of more than twelve (12) inches, whether or not subsection (ii) of this Section 13 applies to such change. No reference to any of the foregoing things or objects which will be deemed to be a "Structure" shall indicate or imply that all of such things or objects are permitted Structures under the terms and provision of the Declaration."

## ARTICLE II ARCHITECTURAL CONTROL COMMITTEE (ACC)

Section 1. Purpose, Powers, and Duties of the Architectural Control Committee. The purpose of the Architectural Control Committee is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Architectural Control Committee for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony with the external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Property established from time to time by the Developer: and (ii) as to the location of the Structures with respect to topography, finished ground elevation and surrounding Structures to the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot. However, any decision of the Architectural Control Committee may be appealed to the Board, and may be overruled by the Board's majority vote.

  
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Section 2. Construction Bond or Cash Deposit. With respect to all proposed Structures, the builder or Owner shall submit to the Architectural Control Committee at the time that plans and specifications are submitted, a construction bond or cash deposit of Two Thousand Dollars (\$2,000.00) per Lot to be held in an interest bearing escrow by the Architectural Control Committee until the improvements are complete and the Architectural Control Committee conducts its Final Inspection. The construction bond or cash deposit shall be used to offset costs incurred by the Association or the Architectural Control Committee as a result of or to:

- a) Clean-up, maintain, or repair damage to any property caused by the builder or Owner or their subcontractors, suppliers and representatives during construction;
- b) The expenditure of legal fees and other costs incurred by the Architectural Control Committee in order to correct any construction or alteration not performed in substantial compliances with the plans receiving a letter of compliance as provided by the Architectural Control Committee.

When a letter of compliance is provided, the deposits and any accrued interest, less any amounts used as provided for in Article II, Section 2 will be returned.

Section 3. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications thereof shall have been first submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee, including, without being limited to, two copies of the following:

- a) a site plan showing the location of all proposed and existing Structures on the Lot, including building setbacks, open space, driveways, walkways and parking spaces;
- b) floor plans;
- c) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;
- d) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed Structures and alterations to existing Structures, and also showing front, side and rear elevations;
- e) plans for grading and landscaping including exterior lighting scheme;
- f) garage door location and design; and
- g) samples of building and paint materials to be used.



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It is initially anticipated that it will cost \$400 in professional fees for the plans review process. Owner and Developer will each contribute \$200 to cover said expenses. This fee may be adjusted from time to time as needed.

Section 4. Approval of Builders. Any builder or landscaper, prior to performing any work on any Lot on the Property, must first be approved by the Architectural Control Committee as to financial stability, building or landscaping experience and ability to build or landscape Structures or grounds of the class and type of those which are to be built on the Property. Such approval shall be within the sole discretion of the Architectural Control Committee. No Person shall be approved as a builder or landscaper unless such Person obtains his or her income primarily from construction or landscaping of the type which builder or landscaper is to perform upon the Property. No owner will be permitted to act as his or her own builder or contractor except where such Owner obtains his or her income primarily from the construction of the type of Structures to be constructed on the Property and otherwise meets the qualifications hereinabove set forth.

Section 5. Approval and Disapproval of Plans and Specifications.

a) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.

b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar plans and specifications or any of the features or elements are subsequently submitted for use in connection with other Lots or Structures. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval. In the event that the Architectural Control Committee reject plans, specifications, or site plans submitted for approval under this Article, the party submitting the plans, specifications or site plans may make the necessary alterations to said plans or specifications and resubmit them for approval. In lieu of resubmittal applicant may appeal the disapproval by the Architectural Control Committee to the Board as provided for in Article II, Section I.

c) Neither Developer nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, or for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee, further, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any Person that the plans and specifications comply with applicable codes and laws, nor the quality, function or operation of the Structure or of any construction,

workmanship, engineering, materials or equipment. Neither Developer nor any member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plans and specifications to the Architectural Control Committee, every Owner of any Lot releases and agrees to hold harmless and to defend Developer and any member of the Architectural Control Committee from any such alleged liability, claim and/or damage including attorney's fees.

Section 6. Obligation to Act. The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Architectural Control Committee to take action within thirty (30) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

Section 7. Right of Inspection. During the construction process of a Structure, the Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, or alteration of any Structure or the use of any Lot or Structure is in compliance with the provisions of the Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

#### Section 8. Violations

a) If any Structure shall be erected, placed, maintained or altered upon any Lot, other than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Control Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner of such a Structure and his or her Lot are subject.

b) The Architectural Control Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. The Owner shall take reasonable steps toward the required remedial action, and shall use due diligence and best efforts to timely and promptly complete the required remedial action. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Architectural Control Committee shall have the right of abatement as provided in Section 1(b) of Article XV hereof. In addition to the right of abatement, the Board, upon being

informed of such violation by the Architectural Control Committee, shall be entitled to seek equitable relief to enjoin such construction and/or to remove any Structure subject to the violation.

Section 9 Conduct. All builders and Owners shall be held responsible for the acts of their employees, subcontractors, suppliers and other persons or parties involved in construction or alteration of a Structure. In this regard, a builder or Owner shall be responsible for the following:

- a) Ensuring that the construction site is kept clean and free of debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.
- b) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site or affect the quality of workmanship.
- c) Assuring that the aforementioned are properly insured, particularly by carrying of workman's compensation insurance and by carrying a policy of general liability insurance of at least \$300,000.00 per person/per incident.
- d) Assuring that the aforementioned do not commit any violation of the rules and regulations of Jefferson Park.
- e) Ensuring that all driveways on the construction site are sufficiently graveled, a portable toilet is available and used by the construction workers and any mud or any debris caused by the construction are removed from the adjoining roadways, all as soon as reasonably possible, but no later than the end of the work day in which the mud or debris became a problem. Further, silt fences shall be installed to keep silt, mud, and other debris off of the street, off of adjacent Lots and along lake frontage of all lake front lots.
- f) Each builder and Owner shall be responsible for providing metered water and electric service to the job site prior to starting work. Usage of water and electricity from adjoining properties is not permitted. Each building site shall be kept in good appearance at all times. THE CONSTRUCTION AREA SHALL BE POLICED AND KEPT FREE OF DEBRIS AT THE END OF EACH DAY. No burning, dumping or burial of any kind is permitted and each builder shall place a trash receptacle on the Lot at least 30 feet from the street. Obnoxious or loud music and behavior shall not be permitted on the construction site.

### ARTICLE III Board of Directors

Section 1. Composition. The affairs of the Association shall be governed by the Board. The initial Board shall be composed of three (3) persons. The directors shall be Owners or spouses of such Owner's; provided, however, that no owner and his or her spouse may serve on the Board at the same time. Notwithstanding the above so long as there shall be a class B member of the Association, the directors need not be Owners. In the event that an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or beneficiary or individual trustee of such trust, or manager of such

other legal entity, may be eligible to serve as a director. A director may succeed himself or herself in office. It is hereby established that there shall be a total of three directors.

Section 2. Term of Office. The directors shall be elected as provided in Section 7 of this Article III. Each director, except in case of death, resignation, retirement, disqualification or removal, shall serve until his or her successor shall have been elected and qualified.

Section 3. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members of the Association and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 4. Vacancies. Vacancies in the Board caused by any reason, but excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board for the remainder of the term of the director being replaced. Said director shall serve until a successor shall be elected at the annual meeting of the Association to fill the unexpired portion of the term.

Section 5. Compensation. Directors shall not be compensated unless and to the extent two-thirds (2/3) of the Owners authorize compensation at any meeting duly called for that purpose.

Section 6. Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of three (3) members appointed by the President of the Association to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than twenty-one (21) days prior to the annual meeting and a brief statement about the qualifications of each individual nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting. Failure to comply with the provision hereof shall in no way invalidate the election of directors so nominated.

Section 7. Elections. At each annual meeting of the Association, the Owners shall be entitled to vote for directors and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six months. The Board shall meet within ten (10) days after each annual meeting of members.

Section 9. Special Meetings. Special meetings of the Board may be called by the President of the Association on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary/Treasurer of the Association in like manner and on like notice on the written request of at least two (2) directors or as specified in this Article III, Section 13 (k).



Section 10. Quorum. A quorum of directors shall be deemed present throughout any Board meeting at which a majority of the directors are present at the beginning of such meeting.

Section 11. Conduct of Meeting. The President of the Association shall also preside over all meeting of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with this Declaration or the Bylaws of the Association.

Section 12. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.

Section 13. Powers and Duties. The Board shall exercise for the Association all powers, duties and authority vested therein by this Declaration and by the Bylaws, except for such powers, duties and authority reserved thereby to the members of the Association or the Developer. The Board shall have the following powers and duties:

- a) to elect the officers of the Association as hereinafter provided;
- b) to administer the affairs of the Association;
- c) to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer the Common Area or any part thereof for all of the Owners, upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors, or the Developer, or both;
- d) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Area and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- e) to have access to each Lot including Structures from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to one or more other Lots;
- f) to obtain adequate and appropriate kinds of insurance as provided in Article XIV of this Declaration;
- g) to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area, and to delegate any such powers to a Managing Agent (and any employee or agents of a Managing Agent);
- h) to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;

i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

j) to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the Owners the annual and special assessments;

k) to cause to be kept a complete record of all its acts and corporate affairs, to present a statement thereof to the Owners at the annual meeting of the members, or any special meeting when such statement is requested in writing one-fourth (1/4) of the Owners who are entitled to vote and to file Federal and State tax returns as required by law;

l) to bid and purchase, for and on behalf of the Association, any Lot, or interest therein, at a sale pursuant to a deed of trust foreclosure, a foreclosure of the lien for annual assessments, special assessments or both, or any order or direction of a court, or at any other involuntary sale, upon the affirmative vote of not less than 75% of the votes of Owners at a meeting duly called for that purpose, provided that the Owners shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Lot or interest therein;

m) to make such mortgage loan arrangements and special assessments proportionately among the respective Owners, and other such financing arrangements, as the Board may deem desirable in order to close and consummate the purchase of a Lot, or Interest therein, by the Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in the Property other than the Lot, or interest therein, to be purchased or leased;

n) to act in a representative capacity in relation to matters involving the Common Area or more than one Lot, on behalf of the Owners, as their interests may appear;

o) to enforce by legal means the provisions of this Declaration and the Bylaws of the Association with respect to the Property;

p) to renew, extend or compromise indebtedness owed to or by the Association;

q) unless otherwise provided herein, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Association;

r) the Association shall (i) have all powers permitted to be exercised by a nonprofit corporation and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in this Declaration and the Bylaws of the Association;

s) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may

be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

t) to supervise all officers, agents and employees of the Association and see that their duties are properly performed;

u) to employee attorneys to represent the Association when deemed necessary;

v) to adopt and publish rules and regulations governing the use of Common Area, and the conduct of the Owners and their guests thereon, and to establish penalties for infractions thereof;

w) to suspend the voting rights of an Owner during any period in which such Owner shall be in default under the provisions of this Declaration or the Bylaws of the Association in the payment of any assessment, dues or charges levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; and

x) to declare the office of a director of the Board to be vacant in the event such director shall be absent from (3) consecutive regular meetings of the Board.

Section 14. Nondelegation. Nothing in this Article or elsewhere in this Declaration or in the Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

#### ARTICLE IV Grievance Procedure

Section 1. Any grievance or complaint which an Owner shall have against any other Owner for violation of the provisions of this Declaration, the Bylaws or the Association, other rules and regulations of the Association, or for any other reason, shall be submitted to the Board for arbitration.

Section 2. All such grievances shall be submitted in writing to the Board outlining the Owner or Owners complaining, the Owner or Owners complained against, the nature of the complaint, the date of all relevant facts, and the specific violations, if any, which are relied upon by the complaining party or parties. A hearing shall be held by the Board following submission of all complaints within thirty (30) days. Said hearing shall be held only after five (5) days written notice to all parties and shall afford all parties an opportunity to present evidence and question any other party or witness. Owners shall not be represented by attorneys at this hearing. If the Board decides adversely to the complaining party or fails to act within thirty (30) days of submitting of the complaint, then complaining party shall have the right to resort to any other legal remedies which may be available to them.

Section 3. The grievance procedure set out herein shall be the conclusive remedy for all grievance and complaints, and no Owner shall have the right to resort to other legal remedies until the remedies provided herein have been fully exhausted.

ARTICLE V  
Amendments to Bylaws

Until the date of the first annual meeting of the Association as defined in Section 1, Article VII, this Declaration and the Bylaws of the Association may be altered and/or amended by the Developer. From and after the date of the first annual meeting of the Association, the Bylaws of the Association may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of 76% of all Owners at regular meeting or at any special meeting called for such purpose, subject to the provisions set forth in Article XV, Section 0, of this Declaration.

ARTICLE VI  
Liability and Indemnity

The directors of the Board and the officers of the Association shall not be liable to the Owners, for any acts or omissions made in good faith as such members or the Board or officers. The Owners shall indemnify and hold harmless each of such directors or officers. The Owners shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such Owners or officers on behalf of the Owners, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration or the Bylaws of the Association for Jefferson Park. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may be involved, by reason of his or her being or having been a director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VII  
Membership and Voting Rights

Section 1. Membership. Every Owner shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration and shall pass automatically to an Owner's successor-in-title to the Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Initially, the Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be members. 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 Lot.



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Class B. The Class B member shall be the Developer and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events:

- a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- b) Seven (7) years from the date this Declaration is filed or record in the Register's Office for Knox County, Tennessee: or
- c) when, in its discretion, the Developer so determines and notifies the Owners and the Board in writing.

Section 3. Suspension of Membership Rights. If an Owner shall have failed to pay when due any assessment or charge lawfully imposed upon him or her on any property owned by him or her, or if the Owner, his or her family, or guests shall have violated any of the covenants contained in this Declaration or any rule or regulation of the Board regarding the use of any property or conduct with respect thereto, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedy action within 20 days of the mailing or aforesaid notice of violation, then the Board may suspend the membership rights (including voting rights) of that Owner.

## ARTICLE VIII

### Meetings of Owners

Section 1. Annual Meeting. The first annual meeting of the Owners shall be held on such date as is fixed by the Board, which date shall in no event be later than the earlier of (a) seven (7) years from the date of recording of this Declaration in the Office of the Register of Deeds of Knox County, Tennessee, or (b) no later than sixty (60) days from the date when 100% of all the Lots have been conveyed by the Developer, or (c) such earlier time as selected by the Developer. Thereafter, an annual meeting of the Owners shall be held on such date as selected by the Board which is within (30) days before or after the first anniversary of the first annual meeting of the Owners for the purpose of electing directors of the Association and for the transaction of such other business as may come before the meeting. If such day be a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of the Association shall cause the election to be held at a special meeting of the called as soon thereafter as conveniently may be.

Section 2. Special Meetings. Special meetings of the Owners may be called by the Board, the President or by not less than one-fifth (1/5) of the Members. The notice for any special meeting shall specify the matters to be considered at such special meeting.

Section 3. Place and Time of Meeting. All meetings of the Members shall take place at a time to be determined, in some portion of Jefferson Park designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board of Directors.

Section 4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of Owners shall be delivered personally or by e-mail, the mail to each Owner entitled to vote at such meeting in care of his or her residence not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary/Treasurer, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by the Bylaws, the purpose for which the meeting is called shall be stated in the notice. The notice of a meeting shall be deemed delivered when personally delivered, e-mailed, or if mailed, when deposited in the United States mail addressed to the Owner at his or her address as it appears on the records of the Association.

Section 5. Quorum. To establish a quorum there must be present:

- a) Owners holding a majority of the votes which may be cast at any meeting; and
- b) a majority of the Owners.

Section 6. Manner of Actions. Except as set forth below and except as otherwise required by this Declaration any action to be taken at any meeting of the Owners at which a quorum is present shall be upon the affirmative vote of a majority of the votes which may be cast at such meeting.

## ARTICLE IX Property Rights

Section 1. Owner's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area including, without limitation, the right of pedestrian (but not vehicular) access, ingress and egress to and from his or her lot over those portions of the Common Area from time to time designated for such purposes. Which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area;
- b) the right of the Association to suspend an Owner's voting rights and rights to use the common area for any period during which any assessment of the Association against said Owner's Lot remains unpaid;
- c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of each class of members, agreeing to such dedication or transfer, has been recorded; and
- d) the easements reserved in Article XII of this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his or her right of use and enjoyment in and to the Common Area and the improvements thereon, if

any, to the members of his or her family, guests, and invitees, subject to such regulations as may be established from time to time by the Association.

Section 3. Title to Common Area. Developer may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The association hereby covenants and agrees to accept from Developer all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee simple title or easement to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to Developer until such time as the real and/or personal property is conveyed to the Association or to any municipality or other governmental body, agency, or authority.

Section 4. No Partition. Other than as provided for in Article XIII, Section 8, there shall be no judicial partition of the Property or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

## ARTICLE X

### Covenant for Maintenance and Capital Improvement Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments which may or shall be levied by the Association and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, at hereinafter provided, including reasonable attorney's fees, shall be a charge and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, including reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his or her successors-In-title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure, and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including without limitations, the maintenance and repair of the Common Area and improvements thereon, if any, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental to the operation and administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds. It is intended that the brick wall running parallel to Northshore Drive, sidewalks, Common Area landscaping and Common Area signage and lighting are improvements to the Common Area to be maintained by the Association Assessments.

Section 3. Computation of Annual Assessments. If the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of

operating the Association for the coming year; such budget shall include a capital contribution or reserve account in accordance with the capital needs of the Association as and if established by the Board. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessments shall be equally divided among the Lots so that the annual assessments shall be the same to each Lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, so long as there is a Class B member; or (ii) a vote of a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a special meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including common driveways and sidewalks provided that any such assessment shall have the assent of at least two-thirds (2/3) of the Class A members and the Class B member, if any, voting in person or by proxy at a meeting duly called for such purpose. Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the members as set forth above.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article X above shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequently meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, semi-annual or quarterly basis by the Association Secretary/Treasurer as established by the Board.

Section 7. Date of Commencement of Annual Assessment Due Dates. The first annual assessment shall become due and payable on the first day of the month following the date of the sale of the first Lot in Jefferson Park, such date to be when the deed for said Lot is recorded in the Register's Office for Knox County, Tennessee. Thereafter as each person becomes an Owner, such new Owner's assessment for the current year shall be a prorated part of the annual assessment as of the first day of the month following the date such Person becomes a member of the Association. Upon a Person ceasing to be a member of the Association, such member shall not be entitled to any refund of his or her annual assessment. For a two year period from the date of filing the Restrictions or until a time when 80 Lots are sold, the Developer will subsidize to



the extent necessary, maintenance of the common areas; however, the Developer shall not be responsible for assessments on Lots which have not been sold.

Section 8. Remedies of the Association due to Nonpayment of Assessment. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs and reasonable attorney's fees or any such action shall be added to the amount of such assessment. Each such Owner by his or her acceptance of deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all action against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of the liens against real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his or her Lot or by renunciation of membership in the Association.

Article VII, Section 3 provides additional action that may be taken by the Board in the event of nonpayment.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust, first purchase money, security deed, or security deed representing a first lien on said property. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or deed of trust or proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the Owners of such Lot from liability for any assessments thereafter becoming due from the lien thereof.

Section 10. Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public uses;
- b) all common areas;
- c) all properties exempted from taxation by state or local government upon the terms and to the extent of such legal exemption; and
- d) all lots owned by Developer.

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

## ARTICLE XI Maintenance

Section 1. Association's Responsibility. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (I) all roads, driveway, walks, parking areas and walls and other improvements, if any, situated within the Common Area; (ii) such utility lines, pipes, plumbing, wires, conduits and systems which are a part of the Common Area; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

Section 2. Owner's Responsibility. Each Owner, other than the Developer, of a Lot, whether vacant or occupied, shall keep and maintain his or her Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to painting, repairing, replacing and care for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his or her Lot or the improvement thereon as set forth hereinabove, the Architectural Control Committee, its agents and representatives, may after fifteen (15) days written notice to the Owner of such Lot, enter upon his or her Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Architectural Control Committee, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the Architectural Control Committee for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and his or her Lot are subject. Although notice given as herein provided shall be sufficient to give the Architectural Control Committee, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Architectural Control Committee to mow, clear, cut or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance. Specifically, where an Owner, other than the Developer, has elected not to build on the Lot, Lot shall be maintained as a finished yard (mowed and trimmed) during that time that construction has not commenced.

## ARTICLE XII

### Easements

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Areas and the Lots, as provided for herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Developer or thereafter approved by Developer or the Board. Should any utility furnishing a services covered by the general easement herein provided request

a specific easement to be a separate recordable document, Developer or the Association shall have the right to grant such easement on the Common Area within conflicting with the terms hereof.

Section 2. Easements for Developer. Developer hereby reserves for itself; its successors and assigns, the following easements and rights-of-way in, on, over, under and through any part of the Property owned by Developer and the Common Area for so long as Developer owns any Lot primarily for the purpose of sales:

a) For the erection, installation, construction and maintenance of wires, lines, and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities:

b) For the construction of improvements on the Lots, including but not limited to, related shoreline improvements on those portions of the Property adjoining Lake Loudon:

c) For the installation, construction and maintenance of storm-water drains, public and private sewers, and for any other public or quasi-public utility facility:

d) For the use of the Common Area and any sales officers and parking spaces in connection with its efforts to market Lots; and

e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sales of Lots.

Section 3. Easements for Association. There shall be general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area to perform their respective duties.

### ARTICLE XIII General Covenants and Restrictions

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

Section 1. Residential use. All Lots in Phase I 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 builder of residences in Jefferson Park from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots in Jefferson Park.

Section 2. Common Area. The Common Area shall be used only by the Owners and their agents, servants, 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.

Section 3. Nuisances.



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a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, 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 Area.

b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of a 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 horns, whistles, or bells, 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 other auditory warning device shall have an automatic device to stop the siren, bell or other device from sounding after a ten (10) minute period of time.

Section 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 Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control 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 5.

Section 5. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the Architectural Control Committee of plans and specifications for the landscaping to accompany such construction or alteration.

Section 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 or other arrangements approved by the Architectural Control 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 Architectural Control Committee.

Section 7. Signs.

a) Except as Developer deems necessary, no signs whatsoever (including but not limited to commercial and similar signs) shall, without the Architectural Control Committee's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except,

I) not more than one a sign indicating the builder, architect, landscape and/or material supplier (s) for the resident on the Lot, maximum size there square feet (i.e.. only one sign per Lot):



II) not more than one "For Sale" sign per Lot; provided; however, that in no event shall any such sign be larger than three square feet in area, and

III) directional signs for vehicular or pedestrian safety in accordance with plans and specification approved by the Architectural Control Committee.

b) Following the consummation of the sale of any Lot, the "For Sale" sign located thereon, if any, shall be removed immediately.

c) There shall also be erected street signage throughout the development and a subdivision entrance sign in the Common Area at the entrance to the subdivision from Northshore Road which the Association shall repair and maintain. Such signage can only be modified by the Association after approval of the Architectural Control Committee or the Developer.

Section 8. Lots and Setbacks. In approving plans and specifications for any proposed Structure, the Architectural Control Committee may establish setback requirements for the location of such Structure which are more restrictive than those established by the Plat. No Structure except walls shall be erected or placed on any Lot unless its location is consistent with such setbacks. It is hereby established that the front setback minimum will be 25 feet with side yard setback minimum will be 5 feet and a total of 15 feet (i.e. if the right setback is 5 feet then the left setback has to be a minimum of 10 feet) and a rear yard setback of 25 feet. Variances to those standards will only be given by the Architectural Control Committee when site conditions dictate the necessity in the Architectural Control Committee's sole discretion, subject, however, to applicable governmental restrictions. No Lot, other than a Lot owned by the Developer, may be further subdivided in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another Lot. In the event two (2) or more adjacent and contiguous Lots are purchased by the same person, those Lots may be combined to form one (1) Lot subject to the approval of the Architectural Control Committee and the approval of governmental authority. The Lot Owner shall bear the cost of surveying or any fees related to the consummation of this transaction.

Section 9. Walls and Fences. The Developer has constructed a brick wall running parallel to Northshore Drive in a portion of the Common Area. In general, other walls and fences are not encouraged within Jefferson Park as they are often contrary to the architectural and landscaping concepts as well as the sense of community that is promoted at Jefferson Park. Hedges, bermes and other landscape alternatives are preferred. However, in keeping with the desire of some Owners who may want to have swimming pools, gardens or boat houses (as applicable), walls and fences will be permitted on a restricted basis that will not detract from the overall appearance. Construction of walls and fences will only be of masonry (including stone, stucco and brick), or masonry and wrought iron used in concert. Picket fences may also be permitted if they are in keeping with the approved architectural design of the Structure and landscaping for a particular Lot. Chain link fences are absolutely prohibited. No wall or fence of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such walls or fences. No wall or fence over five (5) feet in height shall be permitted except for special conditions approved by the Architectural Control Committee. In general it is encouraged that no wall or fence shall extend forward of the rear corners of the house.

Section 10. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications locating such roads and driveways. Such specifications shall include the proposed substance of concrete, stone, or brick to be used in constructing such roads and driveways which substance of concrete, stone or brick shall be satisfactory to the Architectural Control Committee. Parking spaces, garages, and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street escape and compatibility with surrounding improvements. All homesites shall have a driveway of at least twelve (12) feet in width unless prior approval is obtained from the Architectural Control Committee.

Section 11. Antennae. No antenna, satellite dish or other device for the transmission or reception of television, signals, radio signals or other forms of electromagnetic/wave or radiation shall be erected, used or maintained on the exterior of any Structure without the prior written approval of the Architectural Control Committee. In no event shall free-standing transmission or receiving towers be permitted. Digital satellite system dishes of not more than 18" in diameter are specifically allowed when the location of said dish is unobtrusively located (as determined by the Architectural Control Committee) from adjacent Lots.

Section 12. Clotheslines. No outside clotheslines shall be placed on any Lot.

Section 13. Recreational Vehicles and Trailers. The Architectural Control Committee, in reviewing the plans and specifications for any proposed Structure, may require that special parking areas that are buffered with landscaping and/or other methods of screening be made available for recreational vehicles. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot, except on such parking areas as specified by the Architectural Control Committee pursuant to this Section 13 or within enclosure or behind screening erected in accordance with plans and specifications submitted to and approved by the Architectural Control Committee. No abandoned cars, trucks, or other vehicles or any type shall be allowed on any Lot. No vehicle Inoperative condition shall be kept in an area open to the view of the public or other Owners for a period in excess of 15 days. In the event of violation of this item, such vehicle may be removed by the Association at the expense of the Owner of the Lot on which the vehicle is located. The use, appearance and maintenance of such a vehicle or trailer must be specifically approved by the Architectural Control Committee prior to its being moved onto a lot.

Section 14. Recreational Equipment. Although, swimming pools, recreational and/or playground equipment are permitted, they shall not be erected, installed, or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such structures.

Section 15. Accessory Structures. The Architectural Control 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 to and approved by the Architectural Control Committee in accordance with the provisions of this Declaration.



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Section 16. Improvement of Lots. All construction of dwellings, accessory structures and all other improvements in Jefferson Park shall be undertaken and completed in accordance with the following conditions:

- a) All construction shall be carried out in compliance with the laws, codes, rules, regulations and orders of all applicable governmental agencies and authorities.
- b) All residences shall be single-family and "traditional" in style. The determination of whether or not a residence is "traditional" shall be decided by the Architectural Control Committee in its sole and absolute 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 material which the Architectural Control Committee determines to be incompatible with dwellings or other structures in Jefferson Park.
- d) Only one style mailbox and adjoining newspaper box shall be located on any Lot. All mailboxes (including adjoining newspaper boxes) shall be of a common design as specified by the Architectural Control Committee and shall include only the Owner's name and house number, and shall be located as prescribed by the United States Postal Service.
- e) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials 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 substance 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 Architectural Control Committee.
- g) Adequate off-street parking shall be provided for each Lot.
- h) All garages must have a minimum capacity of two cars and have doors of raised panel construction, and each garage door must be coordinated with the dwelling to which it is appurtenant. All garage doors must be located at the side or rear of dwelling and emphasis will be given to ensure that garage doors will not face the streets except on a corner lot whereby the garage doors have to face a street different than the front of the house. Garage doors shall be kept in working order and shall be kept closed when not in use.
- i) No window air conditioning unit may be located in any part of any dwelling or accessory structure. All exterior equipment (HVAC, pool, etc.) shall be ground mounted and screened by fencing or planting of a density and height to hide the unit effectively, which fencing or planting shall first be approved by the Architectural Control Committee.
- j) Any screen porch which is a part of any dwelling or accessory structure must have a dark color screen, and no bright color silver finish screens may be used.

k) No plumbing vent or heating vent shall be placed on the front side of any roof of any dwelling or accessory structure.

l) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage 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.

m) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of one-story dwelling shall contain not less than 3,000 square feet. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all one and one-half story and two-story dwellings shall contain not less than 3,500 square feet.

n) Utility Service. No lines, wires or other devices for communications purposes, including the 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 buildings, or other approved improvement. Above ground electrical transformers and other equipment may be permitted if properly screened and approved by the Architectural Control 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.

o) Refuse and Storage Areas. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be concealed with buildings; be concealed by means of a screening wall or material similar to and compatible with that of the building; or, concealed by sufficient landscaping to provide a permanent screen room view or surrounding property. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuously manner as is possible.

p) Lighting. All exterior lighting shall be consistent with the character established in Jefferson Park 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 uplighting or downlighting. No color lens or lamps are permitted. Each Owner will be required to install as a part of their exterior lighting scheme, one pole mounted light fixture at or near where their driveway intersects the roadway. Said pole and fixture is to be operated by photo cell and of a design specified by the Architectural Control Committee and will be installed at the height and location specified by the Architectural Control Committee. It is each Owner's responsibility to ensure that this required pole fixture is in good operational condition at all times.

q) No private residence erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein



required; nor shall any residence when completed, be in any manner occupied until made to comply with the approved plans, the requirements a herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within eighteen (18) months from the start thereof, provided, that the Architectural Control Committee may extend such time when in its opinion conditions warrant such extension.

r) No garbage or trash incinerator shall be permitted on a Lot. The Lot Owner shall keep and maintain on said Lot, covered garbage containers in which all garbage shall be kept until removed from the Lot. Such garbage shall be kept at all time, at the option of the Lot Owner, either within a side or rear yard or within underground garbage receptacles located on the Lot. In no event shall garbage containers create a visual detriment to the Subdivision.

s) All yard maintenance equipment and other similar items shall be stored out of view of other Lot owners.

Section 17. 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. No structure or enclosure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have first been approved by the Architectural Control Committee. "Invisible fencing" for dogs (i.e. radio monitored underground wiring systems) are encouraged. Not more than two dogs, two cats, not more than four birds, and not more than four rabbits may be kept on any building Lot by the occupants or others. All animals shall be kept confined or on a leash if they become a nuisance.

Section 18. Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of Architectural Control 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.

#### Section 19. Building Construction Standards.

a) Exterior materials. Finish building material buildings shall be applied consistently to all sides of the exteriors of buildings. Exterior materials shall be brick, stone, stucco, or other material approved by the Architectural Control Committee. No simulated brick or stone shall be permitted, except as otherwise approved by the Architectural Control Committee. All fireplaces and chimneys must of masonry construction; exceptions may be approved by the Architectural Control Committee.

b) Exterior Colors. Finish colors shall be applied consistently to all sides of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surrounding and other adjacent property. All exterior wood, excluding decks, but including hand rails, banisters, etc., must be painted or stained.

c) Exterior Trim and Decoration. Exterior window and door trim and similar decorations shall all be of the same color and materials, unless otherwise approved by the Architectural Control Committee, and shall be either of the same material as exterior walls or directly

compatible. Facia, gutters and down spouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Reflexive glass is prohibited.

d) Appurtenances. All exterior mechanical equipment including, but not limited to, transformers, vents, 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 device shall be allowed.

e) Roofs. Roofing materials shall be slate, or (architectural dimensional shingles) and one of the following colors: Antique Slate, Weathered Wood, or Sable Wood, except as otherwise approved by the Architectural Control Committee. Roof pitch must be 8/12 or steeper, except as otherwise approved by the Architectural Control Committee.

Substitutions of comparable appearance and quality may be made by the Architectural Control Committee when necessary.

#### Section 20. Landscaping and Open Space Standards.

a) General. Any Lot which has been altered from its natural state shall be landscaped according to plans approved by the Architectural Control Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping as approved by the Architectural Control Committee shall be installed no later than thirty (30) days following completion of any building with weather permitting.

b) Landscaping Plan. A comprehensive landscaping plan for each homesite must be designed by a registered Landscape Architect or person of similar competence and must be submitted to and approved by the Architectural Control Committee. The plan must show landscape improvements costing a minimum of three (3) percent of the total cost of the subject Lot and improvements. The required expenditure shall not include the cost of any sprinkler.

Section 21. Single Family Lake Front Lots: Any boat house or dock must conform with the general appearance of the main dwelling and plans for such must be submitted and approved by the Architectural Control Committee along the same procedure as outlined in this document for the main dwelling. All sea walls, where applicable; riprap lakeshore, where applicable; docks and boathouses must be repaired in a timely manner and maintained in a neat and orderly manner.

### ARTICLE XIV

#### Insurance

The board, or its duly authorized agent, shall obtain such insurance policies upon the Common Area as the Board deems necessary or desirable in its sole discretion. The named insured on all policies of insurance shall be the Association.

### ARTICLE XV

#### General Provisions

#### Section 1. Enforcement.

a) The association, the Architectural Control Committee, or any Owner, shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failures by the Association, Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, the Architectural Control Committee, the Association, the Developer or any Owner may prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the Declaration of covenants and restrictions, and, or (2) maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations, and/or to have any such violation removed from the lot or cured.

c) The remedies contained in this section shall be constructed as cumulative of all other remedies now or hereafter provided by law. If the Association, the Architectural Control Committee, the Board or any other Person or Persons owning a lot shall successfully prosecute in law or equity an action pursuant to this is any other enforcement section of these covenants or restrictions, then that party shall be entitled to receive its reasonable attorney's fees and the costs reasonable necessary to prosecute the case against the party violating the covenants and restrictions herein.

Section 2. Severability. If any provision of the Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, Article section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such Articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded in the Knox County Register's Office, at the end of which period such covenants and restrictions shall be automatically extended for the successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any

extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be recorded in the Knox County Register's Office.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided for in the Declaration shall be in writing and shall be addressed to any Owner at his or her Lot or at such other address as hereinafter provided. Notices to the Developer shall be in writing and shall be addressed to The Eagle Bend Development, LLC, P.O. Box 11315, Knoxville, TN 37939 or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him or her by giving written notice to the Developer. All notices to Owners and Developer shall be deemed delivered upon mailing by United States certified mail, return receipt requested, or when delivered in person.

Section 7. Construction. The Owner of any Lot shall not be required to commence construction on said Lot within any time period the Lot is purchased from the Developer, provided however, Owner shall complete construction in compliance with approved plans and specifications and pass final inspection of the Architectural Control Committee within eighteen (18) months of the time that the Architectural Control Committee granted approval of said plans. Undeveloped Lots other than those owned by Developer shall be maintained per Article XI, Section 2.

Section 8. Waiver and Modification.

a) 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 and shall have further the right before a sale to change to size of a locate or relocate any of the lots, parcels, streets, or roads shown on any of the plots of Jefferson Park for a period of seven years. Further, the Developer may amend these covenants and restrictions for the purpose of curing any ambiguity or inconsistency between the provisions contained herein.

b) Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; provided, no such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed or record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that this Declaration may be amended as provided in this Section.

Section 9. Assignment or Transfer. Any of 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 assigns 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 XVI

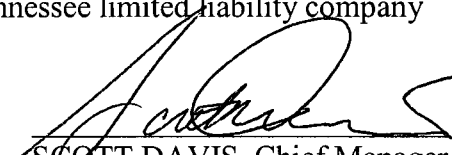
#### Development of Adjoining Property ("Jefferson Property")

Developer, as the owner of additional property adjacent to the property herein described identified on the recorded plat as "Future Development," hereby reserves the right in its sole discretion to annex said adjacent property into Jefferson Park Subdivision so that said additional property is subject to these Restrictions. Developer may elect in its sole discretion to annex said additional property or develop the property as a new subdivision subject to a different set of restrictions.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first above written.

MESANA INVESTMENTS, LLC,  
a Tennessee limited liability company

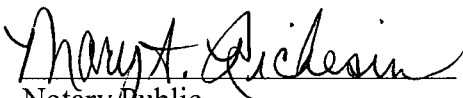
By:

  
SCOTT DAVIS, Chief Manager

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Scott Davis, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of Mesana Investments, LLC., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal at office this 4<sup>th</sup> day of February, 2008.

  
Notary Public

My Commission expires: 02-08-09

