

This instrument was prepared by:
Melanie E. Davis, Esq.
Kizer & Black Attorneys, PLLC
217 E. Broadway Ave.
Maryville, TN 37804


Knox County, TN Page: 1 of 18
REC'D FOR REC 1/23/2026 12:59 PM
RECORD FEE: \$92.00 T20260002530
M. TAX: \$0.00 I. TAX: \$0.00
202601230041083

Nick McBride
Register of Deeds
Knox County

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE FARM AT WILLOW CREEK HOMEOWNERS
ASSOCIATION, INC.**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE FARM AT WILLOW CREEK ("Amended Declaration"), is made and entered into this 12th day of January 2026, by the vote of at least 67% of the total members of The Farm at Willow Creek Homeowners Association, Inc. ("Association"), a Tennessee not for profit corporation, with its principal place of business being located in Knox County, Tennessee, as certified by the President of the Association below.

WITNESSETH:

WHEREAS, on April 11, 2006, the original Declaration of Covenants and Restrictions for The Farm at Willow Creek dated April 10, 2006, was filed at Inst. No. 200604110094945 in the Register of Deed's Office for Knox County, Tennessee ("Original Declaration"); and

WHEREAS, Amendment No. 1 to the Original Declaration dated April 26, 2006, is recorded as Instr. No. 200605040092394 and was rerecorded at Inst. No. 200605100094391; and

WHEREAS, Amendment No. 2 to the Original Declaration dated September 20, 2010, is recorded at Instr. No. 201009270018805 in the Register of Deed's Office for Knox County, Tennessee, and

WHEREAS, Amendment No.3 to the Original Declaration dated June 19, 2020, is recorded at Instr. No. 202008120012110 in the Register of Deed's Office for Knox County, Tennessee; and

WEHERAS, the Original Declaration and all prior amendments thereto shall be referred to herein as the "Declarations;" and

WHEREAS, the real property subject to the Declarations was originally platted at Instr. No. 200604070084075, and portions thereof have been re-platted at Instr. No. 3201206250073453; Instr. No. 201703290059320; Instr. No. 201707250005670; Instr. No. 201803130053894 and 811070029576 all in the Register of Deed's Office for Knox County, Tennessee, and being collectively referred to herein as "Plats;" and

WHEREAS, it is not intended that this Amended Declaration change in any way the properties that are bound, and such parties shall remain the same as they were under the Declarations.

NOW THEREFORE, the Owners hereby amend and restate the Declarations, and declare that all real property described on the plats shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with the real property hereinabove described, and shall be binding on all parties having any right, title, or interest in the above described property, or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of every Owner(s) thereof by virtue of such ownership.

ARTICLE I DEFINITIONS

Section 1.

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

- (a) **"Association"** shall mean and refer to The Farm at Willow Creek Homeowners Association, Inc.
- (b) The **"Properties"** shall mean and refer to all subdivided and numbered Lots and common areas of any kind in The Farm at Willow Creek as shown on the plats of record in the Knox County, Tennessee, Register of Deed's Office together with any subsequent revisions thereof.
- (c) **"Common Properties"** shall mean and refer to the subdivision entrance and access way and all other common facilities and amenities, including those so designated on the recorded Plats of The Farm at Willow Creek, and any additional Lots as same may be added to the "Properties" as provided herein. Neighborhood sidewalks are provided for the use and enjoyment of the community. The streets are dedicated to the Town of Farragut, and the sidewalks are open to the public. Areas designated as common space on the subdivision plats belong to the Association but may not be developed. The lake and great lawn are amenities for the subdivision. These amenities are managed by the Association.
- (d) **"Limited Common Properties"** shall mean and refer to easements for drainage and detention basins for water drainage lying within the boundaries of any Lot.
- (e) **"Lot"** shall mean and refer to all numbered residential Lots shown upon any recorded subdivision plat or map of the Properties.

(f) **"Living Unit"** shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

(g) **"Owner"** shall mean and refer to the Owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable legal theory, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired possession or title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) **"Member"** shall mean and refer to all those Owners who are Members of the Association in good standing as provided in the Charter and By-Laws of the Corporation and in Article II, Section 1, hereof.

(i) **"Director"** shall mean and refer to a member of the Board of Directors of The Farm at Willow Creek Homeowners Association, Inc.

(j) **"Board of Directors"** shall mean and refer to the Board of Directors of the Farm at Willow Creek Homeowners Association, Inc.

(k) **"Architectural Review Committee"** (herein "ARC") shall mean and refer to a committee of at least three Members but not more than five Members appointed by the Board of Directors for terms to be determined by the Board of Directors assigned matters under Article V hereof and as otherwise specified by this Amended Declaration or as assigned by the Board of Directors.

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

Section 1. MEMBERSHIP

Every person or entity who is the Owner of a fee or undivided fee interest in any Lot shall be a Member in good standing of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the Owner of a fee or undivided fee interest in a Lot and expires upon the transfer or release of said ownership interest.

Section 2. VOTING RIGHTS

Each Owner(s) shall be entitled to one(1) vote per Lot owned; when more than one (1) person owns an interest in any Lot, all such person(s) shall be Members; the vote for such Lot

shall be exercised as the co-owners amongst themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

Section 3. BOARD OF DIRECTORS

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

ARTICLE III PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT

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

Section 2. TITLE TO COMMON PROPERTIES

The Association shall own title to all Common Properties.

Section 3. EXTENT OF MEMBERS' EASEMENTS

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

- (a) The right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Members in and to the Common Properties and Limited Common Properties.
- (b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules, regulations and this Amended Declaration; and
- (c) The right and obligation of the Association to charge reasonable fees for the costs and expenses incident to the use and maintenance of the subdivision entrance and access way, drainage easements and detention basins for water drainage, and all other common facilities, amenities, Common Properties and Limited Common Properties, including the construction, maintenance, upkeep, and repair of facilities and equipment located thereon.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Properties and Limited Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer,

and the conditions and provisions incident thereto, shall be effective unless approved by at least four (4) Members of the Board of Directors at a duly constituted board meeting.

- (e) The rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Properties and Limited Common Properties.

Section 4. ACCESS EASEMENTS

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

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS AND FINES

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

Each Owner of any Lot by acceptance of a deed accessory, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments of charges; (2) special assessments for capital improvements; and (3) fines issued for Covenant violations, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, (including attorneys' fees incurred by the Association) as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such a property at the time when the assessment fell due. Annual Assessments shall be due and payable on dates as determined by the Board of Directors or upon sale and conveyance of any Lot.

Section 2. PURPOSE OF ASSESSMENT

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, and in particular for the improvement, maintenance, and beautification of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management, and supervision thereof. The use of the assessments shall not be specifically limited to the maintenance and upkeep of the Common Properties but shall also extend to and include the right and obligation to maintain and repair the drainage facilities and detention

basins located on the Limited Common Properties and the right to maintain and repair streetlights and lighting, sprinkler system, landscaping and grass, and access ways in the Common Properties. The cost of the operation and maintenance of streetlights and lighting and sprinkler system, regardless of location within the subdivision and of the proximity to individual Lots, shall be borne equally by and prorated to each Lot without regard to ownership, it being the intent and purpose of this provision to ensure the safety, enjoyment, and security of the Properties. The Association acting by and through its Board of Directors shall have the right to engage and employ individuals, corporations, or professional managers for the purpose of managing and maintaining Common Properties and Limited Common Properties and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

Section 3. ANNUAL ASSESSMENT

The Association acting by and through the Board of Directors shall have the right to determine and set the annual assessment. The assessment shall be a sum reasonably necessary in the sole discretion of the Board of Directors to defray the expenses of the Association and to provide funds for future major repairs and possible capital improvements. The amount of and due dates of the annual assessment shall be determined by the Board of Directors and requires approval by a majority vote of the Board.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties including the necessary fixtures and personal property related thereto, provided that any such assessment and its due date shall have the consent of at least four Members of the Board of Directors.

Section 5. REIMBURSEMENT ASSESMENTS

Where an Owner is deemed by the Board to be in violation of this Amended Declaration and as a result of such violation, the Association engages in self-help to cure the violation, the Owner may be assessed a reimbursement assessment against his or her Lot for the cost of the self-help work plus an administrative fee of 20% of the total amount of the cost of such work. A reimbursement assessment may be collected in the same manner as any other assessment hereunder and shall be added to the account of the Owner of the Lot in violation.

Section 6. OTHER ASSESSMENT MATTERS

Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his assessment. A Member selling his or her property interest should inform the sale closing agent of the amount of the latest paid assessment and ask for it to be pro-rated for reimbursement at closing.

The Board of Directors shall notify each Owner of the amount and due date of the annual assessment or any special assessment and the due date of such assessment. Such notice should be communicated at least thirty (30) days prior to any due date specified therein. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail or Electronic mail (email) to the last known address of each such Owner.

Section 7. EFFECT ON NON-PAYMENT OF ASSESSMENTS; THE PERSONAL OBLIGATION OF THE OWNERS; THE LIEN; REMEDIES OF ASSOCIATION

If the assessments are not paid on the date when due, then such assessment shall become delinquent, and shall together with such interest and or late fees thereon, and cost of collection thereon, including attorney's fees, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the Owner to pay such assessment shall remain his or her personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at lesser of (i) the maximum legal rate of interest for the State of Tennessee on the date of delinquency or (ii) the rate of ten (10%) percent per annum; and the Association may (i) institute litigation against the Owner personally to pay the same and/or (ii) foreclose the lien against the property. There shall be added to the amount of such assessment reasonable attorneys' fees and costs incurred in collection.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES

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

Section 9. EXEMPT PROPERTY

The following land shall be exempted from the assessments, charges and liens created herein:

- (a) All land subject to the Plats to the extent that such land is dedicated and accepted by the local authority and devoted to public use;

- (b) All Common Properties and Limited Common Properties as defined in Article I, Section 1, hereof;
- (c) All land exempted from taxation by the laws of the State of Tennessee or United States Government to the extent of such legal exemption.
- (d) Notwithstanding any provisions herein, no land or improvements occupied by a Living Unit shall be exempt from said assessments, charges, or liens.

Section 10. NO OFFSETS

All Assessments shall be payable in the amounts specified in the notice related thereto, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of Common Area or Subdivision Improvements or any claim that the Association, the Board, or any committee of the Board is not properly exercising its duties and powers under this Amended Declaration.

ARTICLE V ARCHITECTURAL REVIEW COMMITTEE

Section 1. AUTHORITY

The Architectural Review Committee ("ARC") is authorized to approve or disapprove plans or specifications for any improvement to any Lot in the development. The ARC is responsible for ensuring that the development concept and quality is sustained throughout implementation and construction of the subdivision. Approval or disapproval of any proposed project is at the sole discretion of the ARC. Prior construction projects in the development will not constrain or limit the authority of the ARC. Approval or disapproval of plans may be based on subjective determinations only by the ARC. If there is a dispute as to an ARC decision, the matter may be appealed in writing by electronic mail within ten (10) days of the decision for review by the Board of Directors. A decision by a majority of the Board of Directors will be final and will be determined and communicated by electronic mail to the appellant within fourteen (14) days of receipt of the appeal by the Chair of the Board of Directors.

Section 2. ROLES AND RESPONSIBILITIES

The ARC will receive and review plans for new construction, exterior home improvements and landscape modifications from qualified builders and Owners of Lots or prospective Owners of Lots. After review, the ARC will approve, approve with conditions, or disapprove the plans in writing. Once approved, the ARC will monitor the progress of the construction project to ensure consistency with the approved plans and construction standards outlined herein. Plans shall be traditional in style and design. No duplication of plans will be allowed. All improvements on any Lots shall be made only in conformity with ARC approved plans.

Section 3. SUBMITTALS AND APPROVAL PROCESS

A plan will be considered for approval when submitted to the ARC with a list of all exterior materials and finishes. House plans require a complete set of working drawings including a floor plan, four elevations, and building sections for review. Detailed construction drawings or product specifications for other elements such as accessory structures, fences, pool, and recreation amenities shall be submitted for review. Landscape plans shall be submitted with sufficient detail as to placement and varieties of shrubs and trees such that the ARC can determine the mature growth impact of the modifications.

ARTICLE VI ENFORCEMENT

Section 1. VIOLATIONS

Owners deemed to be in violation of any of this Amended Declaration or of any Rules or Regulations adopted by the Board relating to the Common Properties will be notified by electronic mail and regular mail at the address on file with the Association of said violation and the remedial action needed to be taken and by what date. If a second notification of an ongoing violation is deemed necessary and made by the Association, monetary fines will be imposed as set forth below. Continuing and or subsequent violations will result in the imposition of additional fines.

Section 2. FINES

Owners may be fined for violation of this Amended Declaration, as it may be amended in the future, and for violation of the Board adopted rules and Regulations governing use of the Common Properties. Fines shall be collected in the same manner as assessments and shall be added to an affected Owner's ledger and be treated the same as an assessment hereunder. Owners are entitled to due process prior to the final imposition of any fines. Due process shall be provided as follows:

- (a) Notice. Prior to imposition of a fine, the Board shall serve the alleged violator with written notice describing: (i) the nature of the alleged violation and the time period in which to correct it; (ii) the proposed fine to be imposed; (iii) a period of not less than ten (10) days or, in the event of an emergency, twenty four (24) hours, within which the alleged violator may present a written request for a hearing to the Board; (iv) the name, address and telephone number of the person to contact to challenge the fine; (v) that statements, evidence, and witnesses may be produced by the violator at the hearing; and (vi) a statement that the proposed fine shall be imposed as contained in the notice unless a challenge is made within ten (10) days, or twenty-four (24) hours in the event of an emergency, of the notice. If a timely challenge is not made, the fine stated in the notice shall be imposed. The issuance of a fine shall not constitute a waiver of the right to issue future violations.

- (b) Hearing. If a hearing is requested within the allotted ten (10) days or twenty-four (24) hour period, as applicable, the hearing shall be held before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed.

Section 3. ADDITIONAL ENFORCEMENT RIGHTS

Notwithstanding anything to the contrary in this Amended Declaration, the Board may elect to enforce any provision of this Amended Declaration or of Rules or Regulations adopted by the Board governing the Common Properties by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules), and any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed as trespass. In addition or in place of other enforcement measures, the Board shall have the right to file suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner responsible for the violation of shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE VII. RESTRICTIONS

The following restrictions shall apply:

1. **Residential Use**. All Lots of the subdivision shall be restricted exclusively to single family residential use. No Lot, or any portion thereof, shall at time be used for any commercial business or business purpose, including but not limited to the operation of a home-based business that generates traffic, parking demands, or customer/employee visits exceeding those of typical residential use. Remote administrative work (e.g., office tasks conducted solely by residents without external visitors) is permitted, provided it complies with local zoning laws and does not violate other Association rules on noise, signage, or vehicle storage.
2. **Storage**. No outdoor storage is allowed. The regular storage location for yard maintenance equipment, watercraft, household refuse, and other materials or equipment must be indoors. Automobiles, watercraft, and recreational vehicles should not be parked on the street overnight. Watercraft and recreational vehicles may be parked temporarily in the driveway for a limited period of time not exceeding three days. Household trash and recycle containers should be stored concealed from street view to the greatest degree possible.
3. **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 as determined on a case by case basis by the Board of Directors. All pets shall be kept on the property except when being

walked with a leash. Tethering of animals is not allowed. Underground dog electronic restraints (invisible fences) shall be set back at least 15 feet from sidewalks. No structure for the care, housing, or confinement of any animal shall be constructed on a Lot.

4. **Nuisances.** No unlawful, noxious, or offensive activities shall be carried on in any Lot or upon the Common Properties, nor shall anything be done therein which constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other owners' use of their Lots and/or the Common Properties. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the property. Without limiting the generality of any of the foregoing, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the property. Alarms or security systems with a siren, bell, or other auditory warning device shall have an automatic device to stop the noise after a five-minute period of time.
5. **Setbacks.** In approving plans and specifications for any proposed structure, the ARC may establish setback requirements consistent with those of The Town of Farragut, which are more or less restrictive than those established herein and by the Plats, subject to applicable governmental restrictions. No structure except walls and fences expressly permitted in accordance with the provision hereof shall be erected or placed on any Lot unless its location is consistent with all established setback requirements. It is hereby established that the front setback minimum will be thirty-five feet, the side setbacks will be fifteen feet minimum, and the rear setback will be twenty-five feet.
6. **Orientation.** Generally, homes should be placed perpendicular to the street with garage door facing in a direction at least ninety degrees away from the street. Garage doors shall face toward the side or back of the Lot. Homes located on corners, curves, or on the cul-de-sac will be sited at the time of construction by the ARC to ensure compliance with easements and setback requirements.
7. **Clearing.** Effort shall be made to sustain the "rural woodland and meadow" image of the site. Clearing should be limited to the building site where possible. Trees with a trunk diameter greater than 6", measured at five feet off the ground require ARC approval prior to removal. Grading shall be minimized.
8. **Erosion Control.** Prior to construction, silt fences shall be installed, and hay bales shall be located at conveyance inlets. The silt fences shall be maintained until completion of construction. Upon completion of construction, the land shall be stabilized with established landscape or paving. Slopes greater than 1:3 (rise: run) shall be stabilized with erosion mats as well as landscape.

9. **Landscape.** Plans to alter any Lot which from its natural state must be submitted to the ARC for approval prior to work. Landscapes including shrubs, trees, grass, and plantings of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material.

This includes Lots with homes under construction. The Owner is responsible for instructing builders and sub-contractors to place debris in dumpsters timely and to remove overgrowth regularly particularly near the roadways and sidewalks. Builders should keep sidewalks open and clean of rocks and other debris.

Sod is required for front and side yards. Landscaping plans as reviewed and approved by the ARC shall be installed no later than thirty days following completion of any building. An automatic in ground irrigation system in good working order is required for the front and side yards of each home and should be used when necessary.

Installation of new landscape beds or trees with an estimated mature height or width exceeding 15 feet require ARC approval. Replacement of existing shrubs or trees with similar new plantings expected to grow to similar sizes and small landscaping changes or seasonal plantings that do not change the overall character of a home's "curb appeal" do not require ARC approval.

In summary, landscaping must be maintained in accordance with approved building and landscaping plans and be kept consistent with the high standard of homes in The Farm at Willow Creek. Violations of this maintenance standard will be at the discretion of the Board of Directors.

10. **Lawn Furnishings.** No bird baths, frog ponds, flag poles, lawn sculpture, artificial plants, bird houses, or similar types of accessories and lawn furnishings are permitted on any home site without prior approval of the ARC.
11. **Temporary Buildings.** No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently as a residence on any Lot. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the ARC.
12. **Accessory Structures.** Pool cabanas, gazebos, etc. are permitted with approval of the ARC. Accessory structures shall be constructed of the same materials and construction type as the home. Normal setbacks apply to the siting of all accessory structures.
13. **Signs.** Except as provided herein, signs are not permitted on Lots once the home is sold. During the construction phase, one sign indicating the general contractor's name and information is permitted. Temporary personal signs acknowledging

achievements, celebratory dates, or vendor projects should be removed within 14 days of original placement. Political or campaign signs are permitted if erected within 60 days of an election and removed within one day following the election. Such signs shall not exceed four square feet each. No political or campaign signs are allowed on Common Properties. Small signs indicating the use of alarm and security systems is permitted.

If the home is for sale, one sign identifying the sales agent is permitted. must be of high-quality construction and approved by the ARC, prior to setting on property.

- 14. Fences and Walls.** The concept for development of the subdivision promotes an open neighborhood atmosphere. Fences are not encouraged. Fences can be approved by the ARC on a limited basis to fulfill the desire of some homeowners to provide enclosed play areas for children, to keep dogs, or to fence swimming pools. Landscape, as opposed to fencing, should be used to provide visual privacy.

The following rules shall govern fence and wall approvals by the ARC:

Black wrought iron or black powder coated aluminum fencing is required, unless another material not otherwise prohibited herein is approved by the ARC.

The fence pattern and layout shall be submitted to the ARC for review and approval.

No chain link, solid wooden panels, wooden picket, shadow box, or farm-type fences are allowed.

Walls or fences may not be constructed forward of the rear corners or the house.

Walls must be masonry construction matching that of the house with appropriate cap and base to be approved by the ARC.

A suitable landscape plan along the proposed fence must be approved by the ARC.

- 15. Drives.** Each Lot is allowed one drive that provides access to the garage. No additional vehicular circulation facility is permitted. Drives shall be paved with brick, stone or approved concrete. No asphalt or gravel drives are permitted. Drives shall be twelve feet in width and provide functional vehicular movement. The drive layout should be considered when planning the locations of the home, and it should accommodate topography, drainage, and existing trees.

- 16. Utilities.** Exposed air conditioning, mini-split components, electrical panels, drainage features, satellite dishes, vent stacks and outlets, backflow preventers, pool equipment, antennae and other private utilities shall be concealed from the public view to the greatest extent practical. This shall include painting visible portions of the equipment to blend with the exterior of the home as dictated by the ARC.

- 17. Square Footage Requirements.** The minimum size for any single-story home in the subdivision is 2,500 square feet or 3,500 square minimum on any multiple story home. When calculating the square footage, only fully enclosed, heated space is counted. Porches, garages, and crawl spaces are not counted. Likewise, basement space is not included.
- 18. Garage Requirement.** Each home must have a three-car garage. With ARC approval, a two-car garage will be acceptable in very limited circumstances. Garage doors must be of superior quality to be approved by the ARC and be coordinated with the style and color of the house. Access to each garage shall be provided via paved drive with a minimum of twenty-six feet of back-up space at the doors.
- 19. Exterior Materials.** Exterior materials shall be brick, stone, stucco, with limited use of wood or composite siding. No exposed concrete block is permitted. Brick or stone shall be applied below the water table of each home. No vinyl siding will be permitted.
- 20. Exterior Colors.** Finish colors shall be harmonious with each other and be compatible with the natural surroundings. Home colors are subject to ARC approval. Exterior wood including deck rails, etc. must be painted to match the trim of the home. If screen enclosures are used, they must be flat black.
- 21. Exterior Trim and Decorations.** Exterior window and door trim and similar decorations shall all be of the same color and materials unless otherwise approved and shall be either of the same material as exterior walls or directly compatible. Reflective glass is prohibited. Fascia, gutters, and down spouts shall blend in and be visually compatible with the architectural style of the home. Soffits and fascia are to be constructed of wood or approved composite. No vinyl will be allowed.
- A visible brick or stone water table is required on each home at the top of the foundation.
- 22. Roofs.** Roofing materials must be one of the following: cedar shake, slate, standing seam metal, "supraslate" or approved equal, premium architectural dimensional asphalt shingles, or a solar roof approved by the ARC. All roof colors are to be approved by ARC. No bright or severely contrasting colors are allowed. Roof pitch must be 8:12 (rise: run) or higher over most of the house.
- 23. Windows and Doors.** All aluminum windows, doors, and casements are not allowed unless approved by the ARC. Windows to be wood or wood clad except as otherwise approved by the ARC. High-quality metal casement windows are allowed. Windows shall have muttons installed that are painted to match the trim of the house, unless approved by the ARC. Shutters will be required, unless approved by the ARC.

- 24. Chimneys.** Each home must have a chimney that services a fireplace, unless otherwise approved by the ARC. If the chimney is located on an outside wall, the exterior finish must be brick or stone unless approved by the ARC. Additional chimneys not located on an outside wall may be of brick, stone, or other high-quality finishes approved by the ARC. A decorative cap to be approved by the ARC is required.
- 25. Sidewalks, Curb and Driveways.** The development has provided drive-over curb-and-gutter, and sidewalks for all Lots. Every effort should be taken to prevent damage to sidewalks and curbs. If damage does occur, the property owner or builder will be responsible for repairing damaged sections to their original condition. Curbs and sidewalks are not designed to withstand heavily concentrated loads; therefore, heavy loads should remain on pavement. All driveway aprons are to adjoin at back of curbs. The driveway design shall be submitted to the ARC for approval. No address numbers or lettering of any type will be allowed to be painted on any curb.
- 26. Solar Power.** Any solar power array must be approved by the ARC. Solar roofs, non-reflective solar windows or roof (rear facing) mounted arrays are desired. Ground mounted solar arrays are not allowed.
- 27. Street Trees.** The Association shall be responsible for the maintenance, pruning, removal, and replacement as needed, of all trees located in the Common Properties, and street trees planted along sidewalks. This includes regular trimming to ensure safety and aesthetic consistency, removal of diseased or hazardous trees, and replacement of trees as deemed necessary by the Association Board. Maintenance and replacement costs for street trees shall be covered by the Association's budget, funded through Association dues. Owners are requested to provide irrigation as needed for replacement trees to establish viability. Notwithstanding that street trees are owned by the Owners, Owners are prohibited from altering, major trimming, removing or planting new street trees without prior written approval from the Board. If approved the Owner shall pay all costs associated with altering, trimming, removing or planting new street trees.
- 28. Home Rentals.** Home rentals for a period shorter than six months are not allowed. This section is intended to prohibit the use of any home for rental through Airbnb, VRBO, or any and all competing or like entities, or rental by individuals directly, and all forms or types of short term rentals with or without a centralized marketing platform. Rental or lease periods longer than six months are subject to approval by a majority vote of the Association's Board of Directors. Subleasing or cohabitation agreements within any rental agreement is not allowed. Any lessee will be provided with a copy of this Amended Declaration and any applicable community rules and regulations by the lessor, and the Owner will be responsible for his or her lessee adhering to such documents.

- 29. Holiday Decorations.** Temporary yard decorations are allowed to celebrate a range of holidays and events, such as US holidays, religious holidays, and official school events. Other than Christmas/Hanukkah (as noted below in Paragraph C), yard decorations are permitted no more than 14 days prior to the holiday/event and must be removed by the end of the weekend immediately following the holiday/event.

Blow up decorations are not permitted.

Additional guidelines for specific holidays are:

- A. Memorial Day, Veteran's Day and Independence Day: US, State of Tennessee, and any flag of a branch of the US military are allowed.
- B. Halloween or Fall Festival. Pumpkins and other autumnal decorations are preferred.
- C. Christmas/Hanukkah. Decorations are permitted after October and must be removed no later than January 15th. Lights are the preferred display.
- D. Official School Events. Graduation yard signs are permissible. Also see Article VII Section 13.

Any yard decoration for a Holiday or Event not listed above requires ARC approval.

Approval will be based on the following information to be provided:

- E. Holiday or Event and the type of display requested.
 - F. Dates desired include set up and removal dates.
 - G. Overall measurements of the display(s), to include depth, width and the percentage of the yard the display(s) will cover.
- 30. Noise Restriction Rule.** Noise from lawn maintenance equipment, including but not limited to lawnmowers, leaf blowers, and trimmers, is prohibited before 8:00 AM on weekdays and 10:00 AM on weekends (Saturday and Sunday) and legal holidays. This restriction applies to Owners, their contractors, and Association hired landscapers to ensure quiet enjoyment of the community during early morning hours.

ARTICLE VIII

RESPONSIBILITY FOR LOT IMPROVEMENTS AND LANDSCAPING

Each Lot Owner is required to maintain in a reasonable condition in conformity with the community standard and repair and replace as needed at such Owner's expense his or her Lot improvements including but not limited to landscaping, shrubs, beds and trees and grass. Failure by an Owner to perform such required maintenance, repair and replacement may result

in 1) fines being assessed against the Owner of the Lot and/or 2) the Association exercising self-help by entering upon such Lot (with such entrance not being deemed a trespass) to perform the work needed and charging back the expenses to the Owner as a reimbursement assessment.

ARTICLE IX AMENDMENT

Section 1. AMENDMENT BY THE ASSOCIATION

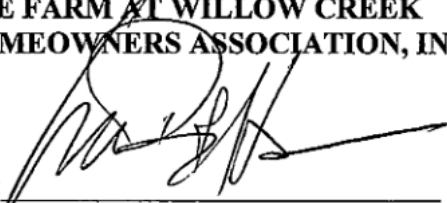
Except as otherwise specifically provided herein, any amendment to this Amended Declaration shall be subject to the approval of the Association membership at a duly called meeting for that purpose. Approval shall require meeting the Quorum requirements as specified in the Association's Bylaws an affirmative vote of at least 2/3 of all the Member votes represented at the meeting, whether present in person or by proxy.

Section 2. EFFECTIVE DATE OF AMENDMENT

An amendment to this Amended Declaration shall be effective upon its recording in the Register's Office for Knox County, Tennessee, or such later time as may be provided in the amendment.

15th IN WITNESS WHEREOF, this Amended Declaration has been executed on the day of January 2026. By signature below, the President of the Association with the attestation of the Secretary certifies that the above statements are true and correct and that the vote occurred as set forth in the recitals above. Amended Declaration will become effective upon recording at the Register's Office for Knox County, Tennessee

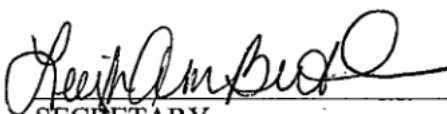
**THE FARM AT WILLOW CREEK
HOMEOWNERS ASSOCIATION, INC.**

BY: 

MICHAEL POLITZER

ITS: PRESIDENT

ATTEST:


SECRETARY

STATE OF TENNESSEE)
COUNTY OF KNOX . .)

Before me, a Notary Public in and for said County, personally appeared MICHAEL POLITZER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of THE FARM AT WILLOW CREEK HOMEOWNERS ASSOCIATION, INC., a corporation, and that he as such President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal at office this 15 day of January 2026.

My Commission Expires:

Carolina da Silva
Notary Public

12-01-2029

