

This Instrument Prepared By:  
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INSTRUMENT NO. 016829

DECLARATION OF COVENANTS AND RESTRICTIONS

FOX RUN, UNIT ONE

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions made and entered into this 17th day of January, 1990, by Fox Run, Inc., a Tennessee corporation, hereinafter referred to as Developer,

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, recreational facilities, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and the maintenance of said parks, recreational facilities, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be

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COURT HOUSE

SEE WB 2095-330 MOD

SEE WB 2122 PG 902 AMENDMENT FOX RUN UNIT 1

SEE WB 2122 PG 908 AMENDMENT FOX RUN UNIT 3

SEE WB 2122 PG 905 AMENDMENT FOX RUN UNIT 2



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and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Tennessee as a non-profit corporation FOX RUN HOMEOWNERS ASSOCIATION, INC. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

#### ARTICLE I

##### DEFINITIONS

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, any Supplemental Declaration, any record plat of the lands covered hereby, and any other documents related to the Properties.

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(a) "Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.

(b) "Developer" means Fox Run, Inc., a Tennessee corporation, its successors and assigns.

(c) "Association" shall mean and refer to the Fox Run Homeowners Association, Inc., its successors and assigns.

(d) "The Properties" shall mean and refer to the real property, and additions thereto, subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(e) "Common Properties" shall mean and refer to any property owned by the Association and those areas of land which Developer may hereafter convey and transfer to the Association intended to be devoted to the common use and enjoyment of the Owners of The Properties.

(f) "Lot" shall mean and refer to all numbered residential Lots as shown on the recorded subdivision map of The Properties designated for use as residential lots by this Declaration or any Supplemental Declaration.

(g) "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat of The Properties or as may be provided for, in, or by this Declaration or any Supplemental Declaration.

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(h) "Assessment" means such amounts as are required by the Association for payment of the expenses of owning, managing and maintaining the Common Properties and levied against the Owners by the Association in accordance herewith.

(i) "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.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within The Properties but shall not mean or refer to any mortgagee or secured creditor unless and until such mortgagee or secured creditor has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) "Member" shall mean and refer to all those Owners who are members of the Fox Run Homeowners Association as hereinafter provided.

(l) "Traditional Architecture" as used herein shall be defined as residential architecture categorized as Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, Gothic, and all other Traditional Single Family Residential Architecture common in the United States and not typically referred to as Contemporary.

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(m) "Director" shall mean and refer to a Director of or Member of the Board of Directors of Fox Run Homeowners Association, Inc.

(n) "Board of Directors" shall mean and refer to the Board of Directors of Fox Run Homeowners Association, Inc.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:  
ADDITIONS THERETO

Section 1. Existing Property. The existing real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Knox County, Tennessee, and is more particularly described in the legal description attached hereto as Exhibit A.

Section 2. Additions to Existing Property.

(a) The Developer, in its sole discretion, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the Owners, including the Developer, in such additions shall immediately be entitled to all privileges herein provided.

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(c) Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any Supplemental Declaration with respect to the then existing property.

Section 3. Limitation on Additions. No one other than the Developer shall have the right to subject additional lands to this Declaration unless the Developer shall indicate in writing to the Association that such additional lands may be included hereunder.

#### ARTICLE III

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

##### Section 1. MEMBERSHIP.

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

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of said ownership interest. The Association shall adopt By-Laws to govern its affairs and Member activities.

Section 2. VOTING RIGHTS.

The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member shall be the Developer. The Class B Member shall be entitled to two votes for each Lot in the Properties whether owned by it or by others.

The Class B membership shall be non-transferable and shall remain in the Developer until it has relinquished all ownership in all Lots within The Properties.

When the Developer has relinquished ownership in all Lots in The Properties, Class B membership shall cease to exist and from and after such time there shall only be Class A membership.

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Section 3. BOARD OF DIRECTORS.

The Association shall be governed by a Board of Directors to be elected annually by the membership. Initially, Class A Members shall elect two Directors and Class B Members shall elect three Directors as provided by the By-Laws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT.

Subject to the provisions of Section 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 Developer may retain the legal title to the Common Properties during the time the Developer is a Class B member of the Association. When the Class B membership terminates, the Developer shall convey and transfer the Common Properties to the Association.

Section 3. EXTENT OF MEMBERS' EASEMENTS.

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

- (a) the right of the Association to take reasonable action to protect and preserve the rights and interests of the Association and its Members in and to the Common Properties, including but not limited to rights to prevent

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the sale or foreclosure of the Common Properties by creditors or lienholders of the Association or Members;

(b) the right of the Association, as provided in its Charter and By-laws, to suspend the enjoyment rights of any Member for any period during which any Assessment remains unpaid; for any infraction of its published rules and regulations; or for violation of this Declaration;

(c) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties or areas 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 and Members of said Association; provided, however, that no such dedication or transfer shall be effective or permitted unless approved by the Board of Directors and the membership of the Association pursuant to the By-Laws of the Association.

#### Section 4. PARKING RIGHTS.

The Developer shall have the absolute authority to determine the type, location and number of parking spaces in The Common Areas and to regulate and develop said parking until such time as the Association obtains authority over the same. Once the Association obtains authority over the Common Area wherein said parking is situated, it shall have

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the absolute authority to regulate the maintenance and use of same.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer for each Lot owned by it within the Properties hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges; (2) special Assessments for capital improvements, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special Assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the Assessment becomes payable.

Section 2. PURPOSE OF ASSESSMENT.

The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and beautification of the residences

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in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The 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 Assessments shall not be specifically limited to the Common Properties, but shall extend to and include the right to maintain and repair the streets and accessways and the lighting, traffic signals and signs pertaining to The Properties. The cost, if any, of the operation and maintenance of street lights and lighting regardless of the location within The Properties and the proximity to the individual Lots shall be borne equally and prorated as to each Lot without regard to the ownership; it being the intent of this requirement to insure the safety, enjoyment and security of the entire Properties.

Section 3.

The Developer shall have the right to determine and set the annual Assessment for the first year from and after the establishment of the Association. The Assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for the first year.

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From and after the expiration of the first year, the Assessment may be adjusted upward or downward as herein provided.

As Developer will incur the initial costs of constructing, building, and installing improvements on the Common Properties and incur most of the initial maintenance costs related thereto before transferring the Common Properties to the Association, the Developer shall not be required to pay any annual or special Assessment required hereunder or levied by the Association on Lots owned by it.

**Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.**

In addition to the annual Assessments authorized by Section 3 hereof, the Association may levy an annual special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by the Board of Directors and Members pursuant to the By-Laws of the Association.

**Section 5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.**

The first annual Assessment shall become due and payable on the first day of the month following the lapse of ninety (90) days from the date of the sale of the first Lot in Fox Run. Thereafter as each person or entity becomes a

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Member, such new Members' Assessment for the current year shall be a pro-rata part of the annual Assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual Assessment.

It shall be the duty of the Board of Directors to notify each Owner of any change in the annual Assessment or any special Assessment and the due date of such Assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such Owner.

The due date of any special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such Assessment.

**Section 6. EFFECT OF NON-PAYMENT OF ASSESSMENT.**

**THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.**

If the Assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such Assessment shall become delinquent and shall, together with such interest thereof and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property.

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

Section 7. 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 Properties subject to Assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due 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.

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Section 8. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the Assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1, hereof; (c) all properties exempted from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

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

ARTICLE VI

TERM

These covenants shall take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2011 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then Owners of the Lots it is agreed to change said covenants in whole or in part.

ARTICLE VII

ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or

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restrictions herein, it shall be lawful for the Association or any Owner as defined herein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

VIII

SEVERABILITY

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

ARTICLE IX

LAND USE AND BUILDING TYPE

All Lots in the Properties shall be known and designated as residential Lots unless otherwise noted. Provided, however, that Lots N/A of said Properties are expressly excluded from these restrictions and shall not be subject to development until such time as the Developer in its sole discretion shall make such a determination, at which time the Developer or its assigns shall have the absolute discretion in the development of the same, being subject only to the regulations and requirements of the Town of Farragut or such other municipal authority having jurisdiction over said subdivision (the Zoning Authority).

No structure shall be erected, altered, placed or permitted to remain on any of the said Lots other than one

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detached single-family dwelling and a private attached garage except by approval and sanction of the Fox Run Advisory Committee.

ARTICLE X

BUILDING LOCATION

No building shall be located on any Lot nearer to the front boundary than 35 feet unless special permission coupled with a waiver is granted in hardship cases by the Developer for so long as said Developer shall have authority over such matters, and thereafter the Association shall have exclusive jurisdiction and authority to permit or deny variances in hardship cases. All other rear and side set back requirements shall comply with regulations of the Zoning Authority and said Zoning Authority shall have the exclusive authority to permit or deny variances in hardship cases as to rear and side set back requirements.

ARTICLE XI

DIVISION OF LOTS

Not more than one single family dwelling may be erected on any one Lot as shown on the recorded map and no Lot shown on said map may be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the explicit purpose of increasing the size of another Lot, and except as to Lots N/A as hereinabove set forth.

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ARTICLE XII

FOX RUN ADVISORY COMMITTEE

No building shall be erected, placed, altered, or permitted to remain on any building Lot in The Properties until the building plans and specifications and a plan showing the location of the dwelling have been approved in writing by the Fox Run Advisory Committee (the Committee) as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade level and elevation. The Fox Run Advisory Committee shall be composed of not less than three members appointed by the Developer. A majority of the Committee may designate a representative to act for the Committee. In the event of the death or resignation of any member of the Committee, the Developer shall have the exclusive authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Committee or its designated representative fails to approve or disapprove such plans or specifications within fifteen (15) days after the plans have been submitted to it, such approval shall be automatically granted without further action. Further, upon approval, a set of plans shall be furnished to and retained by the Fox Run Advisory Committee during the period of construction. The building shall be constructed consistent

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with the approved plans. If no suit to enjoin the construction has been filed prior to completion thereof, further approval will not be required and the covenant shall be deemed to be fully made. In the event the Fox Run Advisory Committee rejects plans submitted for approval under this covenant, upon written request or application by eighty (80%) percent of Lot Owners within a 1,000 foot radius desiring that approval be given, then same shall be deemed approved by the Fox Run Advisory Committee. The Developer shall continue to have the exclusive authority to appoint the members of the Committee until such time as it shall in writing expressly confer such authority to the Association.

The decision of the Advisory Committee in the performance of its duties under Articles IX, XII and XIII hereof shall be final and conclusive in all respects and shall not be subject to review by any authority, Owner, or the Association, except when its disapproval of a plan is permitted to be overruled under this Article XII. Neither the Advisory Committee nor any of its members shall be liable to any person for damages or otherwise resulting from the performance of its duties hereunder and the exercise of the authority and discretion granted to it herein.

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ARTICLE XIII

DWELLING RESTRICTIONS

Section 1. DESIGN REQUIREMENTS.

No dwelling shall be erected, placed, altered or permitted to remain on any Lot without the prior approval of the Advisory Committee and unless it conforms to the following requirements:

1. The design of the dwelling and related improvements shall be of Traditional Architecture as approved by the Advisory Committee.

2. The minimum living area square footage requirements shall be determined by the Advisory Committee on a case by case basis and shall be within the sole discretion of the Committee; however, except for special circumstances justifying an exception, a one-story dwelling having less than 1800 square feet of heated living area, or a two-story dwelling having less than 2400 square feet of heated living area, will not be approved.

3. All windows and related trim shall be of wood or wood clad construction.

4. All dwellings shall have a minimum roof pitch of 8/12.

5. All dwellings shall be of brick, or stone, or stucco, or a combination of brick or stone or stucco, or a combination of brick or stone or stucco and siding.

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6. All above ground exterior foundation walls shall be veneered with brick, or stone, or stucco or such other material approved by the Advisory Committee.

7. All fireplaces and chimneys shall be specifically approved on an individual basis by the Advisory Committee.

8. The outside wiring for all dwellings, buildings and any other structure shall be placed underground. No overhead wiring of any type shall be permitted. Outside light poles, etc. shall be approved by the Advisory Committee.

9. All dwellings shall have not less than a two-car attached garage capable of accommodating two automobiles. The driveway shall provide a minimum of two additional off-street parking spaces. All driveways shall be paved with asphalt or concrete or other materials approved by the Advisory Committee.


10. Heating and air conditioning systems shall be concealed from view by appropriate screening, subject to approval of the Advisory Committee.

11. Every dwelling shall be connected to the sanitary sewer and public water systems serving the Lots.

12. Each dwelling may have one or more utility areas subject to approval of the Advisory Committee. Each utility area shall be walled or fenced to hide from view all

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materials inside and the entrance thereto shall be screened, using materials and styling which is compatible with the materials and style and general landscape of the Lot and the Properties.

13. There shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscaping are complete except by approval of the Advisory Committee.

14. Once the retention basins as set forth on the recorded plat have been dedicated by the recordation of said plat, neither the Developer nor the Owners shall be responsible or liable for the maintenance of the same.

15. The finished grading for all Lots shall be completed in conformity with the recorded plat for the Properties and in such manner as to retain all surface water drainage on said Lot or Lots in "property line swales" designed to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the development, as approved by the municipal authority having jurisdiction over the Properties.

#### Section 2. MISCELLANEOUS RESTRICTIONS.

1. Mail boxes, outside lighting, and other post structures shall be of a traditional type and design consistent with the overall character and appearance of the neighborhood and as selected by the Developer or as approved by the Advisory Committee.

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2. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used, except as approved by the Advisory Committee.

3. No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers, trucks over one ton, or other similar type vehicles on or about the dwelling unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining Lots. No automobiles or other vehicles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any Lot.

4. Builders will be responsible for providing silt control devices on each Lot during constructions activities.

5. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed or placed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

6. No wall, hedge or shrub planting which obstructs sight lines at two and six feet above the roadways shall be placed or permitted to remain on any corner lot with the

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triangular area formed by the street property line connecting them at twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet of the intersection of street property line with the edge of a driveway. No trees shall be permitted to remain within such sight distances of the intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 3. MODIFICATION.

In keeping with the purpose of this Declaration, Developer recognizes that the restrictions set forth in this Article XIII are not inclusive nor totally comprehensive for a quality and aesthetically pleasing neighborhood development. Accordingly, notwithstanding anything to the contrary in this Article XIII as to the design of dwellings, the Advisory Committee may, in its sole discretion, in special circumstances, make exceptions to the design criteria set forth herein and approve other types of architecture and designment requirement, provided that such exceptions in each instance shall be consistent with the intent and purpose of this Declaration and be approved by the Developer.

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ARTICLE XIV

NUISANCES

No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE XV

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings shall be erected on the tract at any time and be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

ARTICLE XVI

EASEMENTS

Easements and other restrictions in conformity with the recorded plat of Fox Run are expressly reserved for the overall development of The Properties and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any Lot in The Properties unless prior written permission is granted by the Developer. Easements to each individual Lot for installation and maintenance of utilities and drainage facilities are reserved on each Lot as shown on the recorded plat.

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ARTICLE XVII

COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any Lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any Lot more than a reasonable time for the completion of construction in which they are to be used. Before or after construction, no person shall place or leave on any Lot in The Properties refuse, stumps, rock, concrete blocks, dirt, debris, or building materials or other undesirable materials. Any person doing so shall, five days after notice by the Developer or the Association, correct said condition and if said condition is not corrected within said time period, the Developer or Association shall have the right to injunctive relief against the Owner of the affected Lot and the Contractor or Agent of the Owner and the right to make all necessary corrections at the Owner's expense, the cost of which shall be a lien upon the affected Lot.

ARTICLE XVIII

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square

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feet advertising the Lot for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

ARTICLE XIX

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any Lot except pets such as dogs or cats which are permitted provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance. However, in no event shall any household have more than two animals of any species. The Association shall have exclusive authority to further regulate the maintenance and care of pets and animals as it deems advisable.

ARTICLE XX

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept except on a temporary basis and in concealed sanitary covered containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition in locations and under rules and regulations approved by the Developer or the Association.

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ARTICLE XXI

FENCES AND WALLS

No fences or walls or hedge rows shall be erected, placed or altered on any Lot or parcel unless approved by the Developer or the Advisory Committee. Chain link fences are specifically prohibited.

ARTICLE XXII

FIRST REFUSAL FOR RE-PURCHASE

In the event any Owner of any residential Lot not improved by a dwelling but otherwise improved or unimproved, desires to sell the same, the Lot shall be offered for sale to the Developer at the same price at which the Lot is about to be sold, and the Developer shall have fifteen (15) days within which to exercise its option to purchase the property. Should the Developer fail or refuse within said fifteen (15) days after receipt of registered notice to exercise this option to purchase said property at the price and on the terms which it is about to be sold, then the Owner of said property shall have the right to sell the same, subject to each and every restriction, limitation, condition and agreement herein contained. This clause shall have no application to any person, firm or corporation acquiring any right, title or interest in any property or improvements in The Properties through mortgage or deed of trust nor shall it apply to any purchaser at a judicial or non-judicial sale of any such property or improvements.

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ARTICLE XXIII

WAIVER AND MODIFICATION

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein as to any part of The Properties, subject to this Declaration, then owned by Developer and with the consent of the Owner as to any other land in The Properties, and shall have the further right before a sale to change the size of or locate or relocate any of the Lots, parcels, streets, or roads shown on any of the plats of Fox Run, Unit One.


ARTICLE XXIV

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more individuals, partnerships, 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 shall thereupon be released therefrom.

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IN WITNESS WHEREOF, Fox Run, Inc. has caused this instrument to be executed and its name to be signed by its President and attested by its Secretary pursuant to authority of its Board of Directors this 17th day of January, 1990.

KILKENNY PROPERTIES, INC.

FOX RUN, INC.

By:

JOHN R. FISER, INC.

By:

\_\_\_\_\_, President

By:

Attest:

\_\_\_\_\_, Secretary

PRECISION BUILDERS, INC.

By:

William M. Thomas  
WILLIAM THOMAS

Robert V. Stewart  
ROBERT V. STEWART

Karen G. Reeves-Stewart  
KAREN G. REEVES-STEWART



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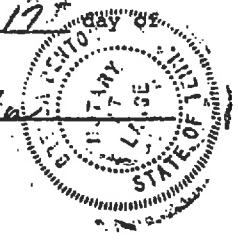
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STATE OF TENNESSEE)  
                                  ) ss.  
COUNTY OF KNOX          )

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared John R. Fiser, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him self to be the President of Fox Run, Inc., the within named bargainer, a corporation, and that he as such President being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal at office this 17<sup>th</sup> day of Jan, 1999.  
Brenda B. Baker  
Notary Public  
My Commission expires: 7/26/190.  
RESCOV/c



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STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the Undersigned Notary Public in and for the State and County aforesaid, personally appeared Joseph B. Kirk, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him self to be the President of Kilkenny Properties, Inc., the within named bargainer, a corporation, and that he as such President being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal at office this 17<sup>th</sup> day of Jan 1990

Brenda B. Lang  
Notary Public  
STATE OF TENNESSEE  
COUNTY OF KNOX

My Commission Expires: 7/26/90

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the Undersigned Notary Public in and for the State and County aforesaid, personally appeared Harold F. Beal III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him self to be the Vice President of Kilkenny Properties, Inc., the within named bargainer, a corporation, and that he as such Vice Pres. being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as Vice President

Witness my hand and seal at office this 17 day of Jan 1990

Brenda B. Lang  
Notary Public  
STATE OF TENNESSEE  
COUNTY OF KNOX

My Commission Expires: 7/26/90 PAGE 0067

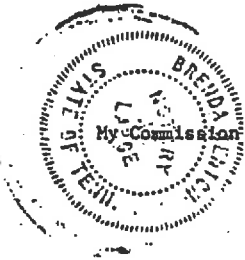


STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the Undersigned Notary Public in and for the State and County aforesaid, personally appeared John R. Fiser, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him self to be the President of John R. Fiser, Inc., the within named bargainer, a corporation, and that he as such President being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal at office this 17<sup>th</sup> day of Jan, 19 90.

Brenda Benton  
Notary Public



STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the Undersigned Notary Public in and for the State and County aforesaid, personally appeared Gordon Enger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him self to be the President of Precision Builders, Inc., the within named bargainer, a corporation, and that he as such President being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal at office this 17 day of Jan

Brenda Benton  
Notary Public

My Commission Expires: 7/26/1999 PAGE 0068



**EXHIBIT "A"**

SITUATED in District No. Six (6) of Knox County, Tennessee, and being 32.00 acres lying along the Western right-of-way of Everett Road and the Northern right-of-way of Union Road and being more particularly bounded and described as follows:

BEGINNING at an iron pin marking the point of intersection of the Western right-of-way of Everett Road with the Northern right-of-way of Union Road; thence from said BEGINNING point and with the Northern right-of-way of Union Road, North 87 deg. 16 min. 00 sec. West, 784.38 feet to an iron pin and North 84 deg. 24 min. 30 sec. West, 130.82 feet to an iron pin in the Northern right-of-way of Union Road; thence with other property of Fox Run Partnership (Deed Book 1675, page 226), six (6) calls and distances as follows: North 30 deg. 24 min. 25 sec. West, 233.32 feet to an iron pin; North 58 deg. 51 min. 50 sec. East, 193.73 feet to an iron pin; North 39 deg. 24 min. 37 sec. West, 869.92 feet to an iron pin; North 40 deg. 20 min. 30 sec. East, 210.97 feet to an iron pin; North 62 deg. 35 min. 25 sec. West, 170.51 feet to an iron pin; and North 17 deg. 54 min. 35 sec. East, 315.00 feet to an iron pin; thence with the line of Robert N. Montgomery (Deed Book 1753, page 591), three (3) calls and distances as follows: South 63 deg. 45 min. 25 sec. East, 245.00 feet to an iron pin; South 77 deg. 31 min. 20 sec. East, 55.15 feet to an iron pin; and North 40 deg. 20 min. 30 sec. East, 269.70 feet to an iron pin; thence with the line of Paul M. Nelson (Deed Book 988, page 185), South 33 deg. 17 min. 55 sec. East, 254.03 feet to an iron pin; and North 60 deg. 55 min. 50 sec. East, 281.52 feet to an iron pin in the Western right-of-way of Everett Road; thence with the Western right-of-way of Everett Road, South 17 deg. 43 min. 15 sec. East, 1650.81 feet to an iron pin the point of BEGINNING, as shown by survey of Barge, Waggoner, Sumner and Cannon, Engineers and Planners, dated November 2, 1987, bearing Drawing No. 10427-30.

BEING the same property conveyed to Fox Run, Inc., a Tennessee Corporation, by deed from Keith McCord, Trustee, dated May 25, 1988, of record in Deed Book 1947, page 594, in the Knox County Register's Office.

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STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the Undersigned, a Notary Public in and for said County and State, Robert V. Stewart and Karen G. Reeves Stewart, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Knox County, this 17 day of Jan 1990.

*Brenda Britton*  
Notary Public

My Commission Expires 7/26/90

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the Undersigned, a Notary Public in and for said County and State, William M. Thomas, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Knox County, this 17 day of Jan 1990.

*Brenda Britton*  
Notary Public

My Commission Expires: 7/26/90