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BY: MITT  
REGISTERED OFFICE  
KNOX COUNTY

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
THE WOODS AT WEST VALLEY**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into this 2nd day of October, 2011, by THE WOODS AT WEST VALLEY HOMEOWNERS ASSOCIATION, a Tennessee not-for profit corporation (hereinafter the "Association"):

**WITNESSETH:**

WHEREAS, by Declaration of Covenants and Restrictions for The Woods at West Valley entered into on the 18<sup>th</sup> day of February, 2004, S & E Properties, LLC (the "Developer"), imposed certain restrictions on The Woods at West Valley Subdivision ("The Woods at West Valley"), which restrictions are recorded as Instrument No. 200402190078789, in the Knox County Register's Office (the "Original Declaration"); and

WHEREAS, the Original Declaration was supplemented by Supplemental Declaration of Covenants and Restrictions recorded as Instrument No. 200501190057470, and further supplemented by Supplemental Declaration of Covenants and Restrictions recorded as Instrument No. 200606290110606, as corrected by Instrument No. 200607270007846, all in the Knox County Register's Office (collectively the Original Declaration and the foregoing Supplements thereto are hereinafter to as the "Original Declaration"); and

WHEREAS, at a meeting of the owners of lots in The Woods at West Valley held on October 2, 2011, at which a quorum was present, by a vote of more than two-thirds of the lot owners, it was agreed that the Declaration be amended and restated so as to update the same and revise certain provisions thereof and the lot owners adopted this Declaration which shall supersede and replace the Original Declaration and all previous amendments thereto.

NOW, THEREFORE, in consideration of the foregoing premises, the Association hereby declares the following covenants and restrictions which shall hereafter encumber the real property described in Article II herein, which property shall be hereafter 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 and further that this Declaration hereby supersedes and replaces the Original Declaration.

**ARTICLE I**

**DEFINITIONS**

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to The Woods at West Valley Homeowners Association.
- (b) "Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land which are owned by the Association for the common use, benefit, and enjoyment of the owners of the Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "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.
- (f) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple legal title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to a mortgagee or deed of trust beneficiary unless and until such mortgagee or beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.
- (h) "Traditional Architecture" shall be defined as residential architecture categorized as a Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, and all other Traditional Single Family Residential Architecture common in the United States and not typically referred to as Contemporary.

(i) "Director" shall mean and refer to a Director of or Member of the Board of Directors of The Woods at West Valley Homeowners Association.

(j) "Board of Directors" shall mean and refer to the Board of Directors of The Woods at West Valley Homeowners Association

(k) "Subdivision" shall mean and refer to The Woods at West Valley, Units 1, 2, 3 and 4 as hereinafter described.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION;  
ADDITIONS THEREOF**

The 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 as follows:

TRACT I: SITUATED in the Sixth Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, being land included in the subdivision known and designated as The Woods at West Valley, Unit 1, as shown on the map of the same recorded as Instrument No. 200401160070296, in the Register's Office for Knox County, Tennessee.

TRACT II: SITUATED in the Sixth Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, being land included in the subdivision known and designated as The Woods at West Valley, Unit 2, as shown on the map of the same recorded as Instrument No. 200406100113667, in the Register's Office for Knox County, Tennessee.

TRACT III: SITUATED in the Sixth Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, being land included in the subdivision known and designated as The Woods at West Valley, Unit 3, as shown on the map of the same recorded as Instrument No. 200501100055144, in the Register's Office for Knox County, Tennessee.

TRACT IV: SITUATED in the Sixth Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, being land included in the subdivision known and designated as The Woods at West Valley, Unit 4, as shown on the map of the same recorded as Instrument No. 200601170060588, in the Register's Office for Knox County, Tennessee.

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

Section I. MEMBERSHIP. Every person or entity who is the owner of a fee or undivided fee interest in any Lot 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 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.

Members shall be all those Owners as defined in Section 1. 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.

Section 3 BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors to be elected annually by the membership as provided in the Amended and Restated By-Laws of the Woods at West Valley Homeowner's Association.

**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. Title to the Common Properties has been conveyed 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 of the Association and the individual Members in and to the Common Properties, including, but not limited to the right to prevent the sale or confiscation of said Common Properties by creditors or lien holders of the Association.

(b) the right of the Association, as provided in its Charter and By-laws, to suspend the enjoyment and access rights of and to Association Common Properties 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 and regulations; and

(c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties and promulgate rules and regulations ("Rules and Regulations") for the use thereof; 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 as may be approved by the Association

(e) the rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Property in a unit of The Woods at West Valley, in which such Member is not a resident. Common Property belonging to the Association shall result in membership entitlement, notwithstanding the unit in which the Lot is acquired, which results in membership rights as herein provided.

#### Section 4. PARKING RIGHTS.

The Association shall have the absolute authority to determine the type and number of parking spaces in The Common Properties and to regulate and maintain said parking.

### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

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

Each Owner of any Lot by acceptance of a deed therefore, 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 when the assessment fell due. The Association may elect to collect the annual and/or special assessments on a monthly basis.

#### 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 Common 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 situated upon the Properties including, but not limited to, the payment of taxes and insurance thereon, the amenities, detention basins, maintenance, repair and replacement of landscaping and irrigation, equipment 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 all of the previously enumerated areas and the street and area lighting, traffic signals, and signs pertaining to the subdivision and the repair and replacement of any street signs located therein. The cost of the operation and maintenance of Common Area street and parking area lights and lighting regardless of the location within the subdivision 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 subdivision. Maintenance of lighting at each Lot integrated in the Lot's mail and street number pedestals shall be borne by the Lot owner to include lamp, light fixture, and photocell control.

#### Section 3. ANNUAL ASSESSMENTS.

The Association shall determine and set the annual assessment. The assessment shall be a sum reasonably necessary as deemed by the Association to defray the recurring expenses of the Association for the year.

#### 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 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 have the approval by vote of a majority of a quorum of the Members in which a duly prepared recommendation of the Board of Directors shall have been presented to the Association

#### Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

The Association may change the maximum and basis of the assessment fixed by Section 3 hereof prospectively for any period provided that any such change shall have the approval by vote of a majority of a quorum of the Members in which a duly prepared recommendation of the Board of Directors shall have been presented to the Members.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast Ten (10%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in

Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. NOTIFICATION OF ANNUAL ASSESSMENTS.

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 8. EFFECT OF NON-PAYMENT OF ASSESSMENT, THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.

If the assessments on a Lot are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Penalties for late payment may be assessed by the Board in its sole discretion.

If any 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 or the maximum legal rate, whichever is less, 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 Lot, 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 to be fixed by the Court together with the costs of the action.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages held by a lending institution 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 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.

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 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 of America 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.

Section 11. MANAGEMENT.

The Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the 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.



Page: 4 OF 10

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ARTICLE VI  
DURATION

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2036 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 lots it is agreed to change said covenants in whole or in part. Notwithstanding the foregoing, these covenants may be amended as provided in Article XV hereafter.

ARTICLE VII  
ENFORCEMENT

If a Lot Owner shall violate or attempt to violate any of the covenants or 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 either to prevent him or her or them from so doing or to recover damages or other dues for such violation.

ARTICLE 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 Subdivision shall be known and designated as residential lots unless otherwise noted.

No structures shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height, as measured from the main entry level of the dwelling, and a private attached garage except by approval and sanction of The Woods at West Valley Board of Directors.

ARTICLE X  
BUILDING LOCATION

No building shall be located on any Lot nearer to any boundary line than setbacks as noted on the subdivision plat, or required by the Knox County Zoning Ordinance and/or subdivision regulations, which zoning ordinance and subdivision regulations shall be controlling and the appropriate County Zoning Authority shall have the exclusive authority to permit or deny variances in hardship cases as to the rear, side, or front setback 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.

ARTICLE XII  
THE WOODS AT WEST VALLEY DESIGN AND CONSTRUCTION STANDARDS

No building ("Structure") shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and a plan showing the location of a dwelling have been approved in writing by the Association. The Board of Directors of the Association shall represent and act on behalf of the Association on all matters brought forth in this Article. The plans and specifications shall be reviewed for harmony and compatibility of design with the precedent exterior design of existing dwellings within The Woods at West Valley. Specific review elements include, but are not limited to exterior design, exterior building shape, materials, doors and windows, colors, type of construction, and location with respect to topography and finish grade level and elevation. The Board of Directors of the Association may itself either review and approve or disapprove such plans and specifications or appoint a Review Panel for the express purpose of reviewing and recommending the position of the Board in regard to approval or disapproval. In the event the Board or its designated Review Panel fails to approve or disapprove such plans or specifications within twenty (20) days after the same have been fully submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fully complied with. Further, such plans must be left with the Board during the period of construction after approval. Further, if no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and the covenant shall be deemed to be fully satisfied. No provision of these Standards shall supersede or relieve the compliance of any construction or alteration with all applicable codes and standards set forth by local or other regulatory agencies.

Section 1. Purpose of the Design and Construction Standards (the "Standards"). The purpose of the Standards is to assure that the plans for installation, construction or alteration of any Structure on any Lot are submitted to the Association for approval by its Board of Directors for conformance with the Standards. To the extent necessary to carry out such purpose, the Board shall have all of the powers and duties to do each and everything 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.

Section 2. 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 therefore shall have been first submitted to and approved in writing by the Board. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Board in assessing consistency with these Design and Construction Standards, including, without being limited to:

- (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 including the number thereof;
- (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 landscaping and grading;
- (f) garage door design;
- (g) samples of building and paint materials to be used.
- (h) a comprehensive landscaping plan for each home site must be designed by a registered Landscape Architect or person of similar competence.
- (i) each property shall have the number of deciduous and evergreen trees, and extent of planting beds for shrubbery and ground cover such that the immediate appearance is consistent in extent and type of landscaping present on adjacent and nearby Lots. Existing mature trees shall be saved when possible. Trees and shrubbery shall not be planted in locations that would immediately or in the future create a nuisance, or screen the view of an adjoining lot, or block vision of roadways and intersections such that a potential traffic or pedestrian safety hazard is or would be established.

Section 3. Approval of Builders. Any builder or landscaper, prior to performing any work on any Lot must first be approved by the Board 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 Board. No person shall be approved as a builder or landscaper unless such person obtains his income primarily from construction or landscaping of the type which such builder or landscaper is to perform upon the Property. No Owner will be permitted to act as his own builder or contractor except where such Owner obtains his income primarily from the construction of the type of Structures to be constructed on the Property and otherwise meets the qualifications hereinabove set forth. It shall be the responsibility of the Lot owner, or contractor to submit documented evidence of such builder and landscaper qualifications to the Board as part of the review process.

Section 4. Right of Inspection. The Board or it's designee, shall have the right during reasonable hours to reasonably observe the construction site including the Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the any approved plans and specifications; and the Board shall not be deemed to have committed a trespass or other wrongful act solely by reason of such observation. The Board shall provide notice to the Lot Owner prior to observation the Lot or Structure in the discharge of its duties of this Article.

#### Section 5. Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Board pursuant to the provisions of this Article, such erection, placement, maintenance of 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 Board such violation shall have occurred, the Board shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Association in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his or her Lot are subject.

(b) 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 remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Association shall have the right of abatement. The Association shall be entitled to seek equitable relief to enjoin such construction.

Section 6. All Builders and Homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a Builder or Homeowner 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) Ensuring that all Tennessee Department of Environment and Conservation guidelines are complied with in regard to storm water management, and silt and erosion control.

(c) 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.

(d) Assuring that the aforementioned are properly insured.

(e) Assuring that the aforementioned do not commit any violation of the rules and regulations of the Association.

(f) 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 promptly removed from the adjoining roadways as soon as reasonably possible. Further, silt fences shall be installed as required to keep silt, mud, and other debris off of the street. Pressure wash equipment for construction vehicle wheel cleaning shall be maintained on any construction site that repeatedly exhibits tracking of mud on existing streets due to weather or other causes.

Section 7. Nothing contained herein abrogates, modifies, or changes the applicability of any ordinances, statutes, codes, rules and regulations of Knox County or other governmental units as applicable and the necessity of obtaining a building permit, inspection or otherwise complying with applicable provisions of governmental codes, statutes, ordinances, rules and regulations.

#### Section 8.

No dwelling shall be erected, placed, altered or permitted to remain on any lot unless it conforms to the following Design Standards:

1. The dwelling and related improvements must utilize elements of traditional architectural style such that the general appearance is in harmony with the visual style of the other dwellings within The Woods at West Valley.

2. The minimum living area exclusive of garage shall be 2,800 square feet unless otherwise approved by the Board or restricted by other applicable regulations.

3. All windows and the related trim must be of wood or vinyl construction with configuration of mullions and muntins providing a similar appearance that is in harmony and compatibility with the visual style and colors of the other dwellings.

4. All dwellings, except one story dwellings shall have a minimum roof pitch of 8/12. One story dwellings shall have a minimum roof pitch of 9/12.

5. All dwellings shall be of brick, cement stucco, stone or a combination thereof. Any other exterior finishes must be approved by the Board on an individual dwelling basis. No masonite will be permitted. Hardie Plank cement siding, or natural wood or premium vinyl soffit material will be considered on an individual dwelling basis.

6. All above ground exterior foundation walls shall utilize brick or stone facing, or cement stucco in a manner that provides harmony and compatibility of appearance with other dwellings.

7. All fireplaces and chimneys shall have a brick, cement stucco, or stone exterior.

8. All dwellings shall have not less than a three car attached garage, side or rear entry only, capable of accommodating three automobiles.

9. Heating and air conditioning systems shall not be located on the front or street side of any dwelling, and where located, shall be installed on a fully sized concrete pad.

10. There shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscaping are complete and a certificate of occupancy has been issued by the applicable regulatory agency.

11. The finished grading for all lots shall be completed in conformity with the recorded plat for the Subdivision and in such manner as to retain all surface water drainage on said lot or lots in "property line swales" or berms designed to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for The Woods at West Valley, as approved by the appropriate regulatory agency having jurisdiction over the Subdivision.

12. Finish exterior building materials in these Standards shall be applied consistently to all sides of the exteriors of buildings. No simulated brick shall be permitted.

13. 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 surroundings and other adjacent dwellings within The Woods at West Valley.

14. Exterior window and door trim and similar components shall all be of the same color and materials, and shall be either of the same material as exterior walls or directly compatible. Fascia, gutters and down spouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Mirror glass is prohibited.





15. All exterior mechanical, electrical, or telecommunications equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., that may be required by the installing utility agency to be located in the front yard area of any dwelling shall be screened from view by a surrounding landscaping bed containing shrubbery and other planting that effectively screens the equipment from view from the street side. Roof mounted solar photovoltaic or solar hot water renewable energy systems may be utilized provided that no such array exceeds 50-percent of the area of any sloped roof surface suitable for said use, and is mounted level with the same plane as the roof area.

16. Roofing materials must be minimum 25 year architectural dimensional shingles with colors of weathered wood, slate blend, or charcoal gray, or colors which closely match the precedent roof shingle colors of other dwellings within The Woods at West Valley.

17. All interior window treatments such as draperies and blinds shall have a solid light colored appearance from the exterior.

18. Automatic lawn irrigation systems are required for all Lots.

19. Mail box enclosures shall be of brick, stone or cement stucco with a light on top of the same precedent style and appearance as present at the other dwellings.

20. No outside radio transmission towers shall be installed. Television antennas, satellite antennas or dishes may be installed or used when concealed from view from adjacent lots or are a maximum of 30-inches in diameter and not placed in the front yard or on the street side of the dwelling.

21. No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers or other similar type vehicle on or about the Lots unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable, or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any Lot. Vehicles of Owners or their family members shall not be regularly kept parked on the street but instead regularly shall be parked in the Lot's driveway or within the garage.

22. 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 on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

23. All homesites shall have a concrete paved driveway of at least eighteen (18) feet in width and a single curb cut width meeting the requirements of the Knox County Zoning Ordinance.

24. 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 nor more than thirty (30) days after completion of such construction.

#### Section 9 Miscellaneous Standards

1. 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.

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

3. 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 construction in which they are to be used to be completed. No person shall place on any lot in the Subdivision refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said time period, the Association shall have the right to injunctive relief against the Owner of the affected lot and the Contractor or Agent of the Owner and to make all necessary corrections and the expense of same shall be a lien upon the real property affected.

4. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

5. No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot except household 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 and, provided further, however, in no event shall any household have more than two animals of any species. No fenced dog runs shall be allowed. The Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems advisable.

6. 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 sanitary covered containers.





7. No fences or walls or hedge rows shall be erected, placed or altered on any lot or parcel unless approved by the Board.

8. No above-ground swimming pools shall be installed or placed on any Lot. In-ground permanent swimming pools meeting all applicable codes and standards may be erected with the approval of the Board.

ARTICLE XIII  
GENERAL PROVISIONS

(a) The Association 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. Failure by the Association 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 Association 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 Association, through its agents and employees, to observe 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 Association, or any Owner may: (1) prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the Declaration, 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 construed as cumulative of all other remedies now or hereafter provided by law. If the Association or any other person or persons owning a lot shall successfully prosecute in law or equity an action pursuant to this or 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 reasonably necessary to prosecute the case against the party violating the covenants and restrictions herein.

ARTICLE XIV  
EASEMENTS

Easements and other restrictions in conformity with the recorded plat of The Woods at West Valley are expressly reserved for the overall development of the subdivision 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 this subdivision unless prior written permission is granted by the Association.

ARTICLE XV  
AMENDMENT

This Declaration may be amended for any reason by a vote of two-thirds (2/3) of Lot Owners voting in person or by proxy (one vote per lot) at the annual meeting or at a special meeting of the Association duly called for such purpose, at which a quorum is present. All such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained and no amendment shall reduce the standards or requirements herein so as to allow any structure or construction of a quality and nature less stringent than required in this Declaration as they now exist.

A written instrument signed by the Association President attested by the Secretary and recorded in the Knox County Register's Office shall certify all such amendments.

IN WITNESS WHEREOF the undersigned has caused this instrument to be executed the day and year first above written.

The Woods at West Valley Homeowners Association

By: *J. H. Thi*

Title: President

Attest:

*Blake Moga*

*[Signature]*  
Secretary



Page: 9 OF 10

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STATE OF TN

COUNTY OF Knox

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Stephanie Rosa Kirby, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged her self to be the President of THE WOODS AT WEST VALLEY HOMEOWNERS ASSOCIATION, the within named bargainor, a limited liability company, that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself as President.

WITNESS my hand and official seal at office this 14<sup>th</sup> day of October, 2011.

Shannon L. Crisp  
Notary Public



My Commission Expires: 7-8-14

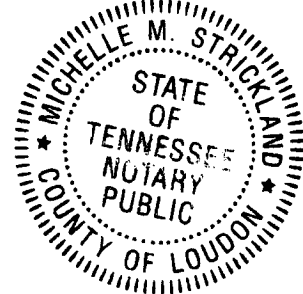
STATE OF TN

COUNTY OF Knox

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Nolan Blake Moore, 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 Secretary of THE WOODS AT WEST VALLEY HOMEOWNERS ASSOCIATION, the within named bargainor, a limited liability company, that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Secretary.

WITNESS my hand and official seal at office this 31<sup>st</sup> day of October, 2011.

Michelle M. Strickland  
Notary Public



My Commission Expires: 10-19-13

Page: 10 OF 10  
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