

This Instrument prepared by:
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STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF REAGAN LANDING SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions made and entered into this 29~~th~~ day of Sept., 2005 by Reveiz Custom Homes, LLC hereinafter referred to as "DEVELOPER".

WHEREAS, Developer desires to provide for the preservation of the values in said community and for the maintenance of said open spaces and common facilities; and, to this end, desire 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 may deem it desirable, for the efficient preservation of the values in community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing any assessments and charges hereinafter created; and

WHEREAS, Developer may, but is not required to, incorporate, under the laws of the State of Tennessee as a non-profit corporation, REAGAN LANDING HOMEOWNER'S ASSOCIATION, INC. for the purpose of exercising the functions foresaid.

NOW, THEREFORE, the Developer declare 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

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 REAGAN LANDING Homeowner's Association, Inc.
- (b) "The 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) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or map of The Properties with the exception of Common Properties as heretofore defined.
- (d) "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.
- (e) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and



until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association, which may be formed, as provided in Article III, Section I, hereof.

(g) "Director" shall mean and refer to a Director of or Member of the Board of Directors of the Homeowners Association which may be formed.

(h) "Board of Directors" shall mean and refer to the Board of Directors of the Homeowners Association which may be formed.

(i) "Common Properties" shall mean those properties as shown on the Plat of the subdivision designated for the general use of the Owners including, but not limited to, any easements, walkways, sidewalks, swimming pool, or other recreational areas.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. EXISTING PROPERTY.

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is described the deed of record as instrument number 200503180073556 and the Map recorded as instrument number 200509190016393, copies of both of which are attached as Exhibit A hereto.

Section 2. ADDITIONAL PROPERTY.

Additional units of REAGAN LANDING may be made subject to this Declaration by recordation of additional declarations at the sole discretion of the Developer, its successors or assigns.

Any such subsequent Declarations of Covenants and Restrictions once approved by said Developer shall interlock all rights of member to the Association to the end that all rights resulting to member of the Homeowners Association shall be uniform as between all units of REAGAN LANDING.

ARTICLE III

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

Section 1. MEMBERSHIP

Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. Membership shall commence on the date such person or entity is the owner of a fee or undivided fee interest in a lot and The Association has been created, and expires upon the transfer or release of said ownership interest.

Section 2. VOTING RIGHTS

The Association shall have one class of voting membership.

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 hold 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. The Board shall consist of five (5) persons elected to the membership;

Provided that until the owner and/or the Developer have sold 80% of the Lots in the Subdivision the Owner or the Developer shall be entitled to designate all of the Board of Directors.

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 any 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 any Common Properties until such time as in the opinion of the Developer the Association is financially able to maintain the same. At such time the Developer may 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 of the Association and the Individual members in and to any Common Properties, including but not limited to, rights to prevent the sale or confiscation of any Common Properties from creditors or lien holders of the Association or Membership.

(b) The right of the Association to dedicate or transfer all or any part of any 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 of said Association; provided however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by at least three members of the Board of Directors at a duly constituted board meeting.

Section 4. SWIMMING POOL

The Developer may install a swimming pool for the Subdivision which swimming pool shall constitute a part of the Common Properties. The Board of Directors shall have the full rights and responsibility to enact rules and regulations for the use of the swimming pool and to govern all aspects of the swimming pool.

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 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; and

(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, including attorneys' fees, 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.



Section 2. PURPOSE OF ASSESSMENT

The assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare of the residents of the properties, and in particular for the improvement, maintenance and beautification of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of any Common properties or easements, 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, including any swimming pool located within the Common Properties. The assessments shall not be specifically limited to any Common Areas, but shall extend to and include the right to maintain and repair the streets and access ways and the lighting, traffic signals, and signs or entrances pertaining to the subdivision, and its portion of the costs incident to the maintenance of street 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.

Section 3. INITIAL ASSESSMENT AND ANNUAL ASSESSMENTS; PAYMENT.

The Developer may fix an initial assessment for each lot. The Developer hereby fixes the initial assessment at \$35.00 per month. The assessment may be adjusted by the Board of Directors.

Upon the initial sale of a lot by the Developer to a third person, the purchaser shall pay to the for forwarding to the Association, an amount equal to one year of the initial assessment which amount shall be treated as the initial assessment and used accordingly.

After the development of the Properties, the Board of Directors shall annually set the annual assessment for each Lot for the purposes set forth in Section 2 above. The assessment shall be a sum reasonably necessary as deemed by the Developer or the Board of Directors to defray the expenses of the Association for the year. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided.

In view of the fact that Developer shall incur all of the initial costs of constructing, building, and installing common facilities, incurring most of the initial maintenance costs of same, and subsequently transferring any Common Properties to the Association free of cost, the said Developer shall not be required to pay on lots owned by it any annual or special assessment required hereunder of levied by the Association.

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 any Common Properties including the necessary fixtures and personal property related thereto. Such special assessment must be approved by a majority of the Members of the Association at a specially called meeting or at the normal annual meeting.

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 assent of at least three Members of the Board of Directors.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4.

The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called as provided in Sections 4 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty-one percent (51%) 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. 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 thirty (30) days from the date of the sale of the first lot in REAGAN LANDING SUBDIVISION and after a Homeowners Association is created. Thereafter as each person or entity becomes a member such new members' assessment for the current year shall be a prorated 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 8. 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 7 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 which shall bind such property in the hands of the then Owner, his 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.

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 percent (10%) 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 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 assessment 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.

Section 10. 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) Any Common Properties as defined in Article 1, hereof; and

(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.

Section 11. MANAGEMENT.

The Homeowners 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 areas and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Homeowners Association.

ARTICLE VI

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2025 at which time said covenants shall be automatically extended for successive periods of ten (10) 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.

ARTICLE VII

SEVERABILITY

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

ARTICLE VIII

ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any owners 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.

ARTICLE IX

BUILDING LOCATION

No building shall be located on any lot nearer to the front, side or rear boundary than the zoning regulations of Knox County, or the City of Knoxville shall permit. The Metropolitan Planning Commission, or other appropriate authority shall have the exclusive authority to permit or deny variances in hardship cases as to building location requirements.

ARTICLE X

DIVISION OF LOTS

Not more than one (1) single family dwelling may be erected on any one (1) 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 express purpose of increasing the size of another lot.

ARTICLE XI

REAGAN LANDING SUBDIVISION ARCHITECTURAL COMMITTEE

No building 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 REAGAN LANDING ARCHITECTURAL COMMITTEE (RLAC) 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 RLAC shall be composed of 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. Upon submission of plans to the Committee for approval, the applicant shall also submit a non refundable fee of \$200.00. In the event the said Committee or its designated representative fails to approve or disapprove such plans or specifications within twenty (20) days after the same have been 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 RLAC 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. In the event RLAC rejects plans submitted for approval under this covenant, upon written application for approval by seventy-five percent (75%) of lot owners within a two hundred (200) foot radius of the affected lot the said proposed plans shall be deemed approved by the RLAC. The Developer shall continue to have the exclusive authority to appoint the Members of the Advisory Committee until such time as it shall in writing expressly confer such authority to the Homeowners Association.

ARTICLE XII

DWELLING RESTRICTIONS

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any builder of residences in REAGAN LANDING from using any Lot owned by Developer or such builder for the purpose of carrying on business related to the development, improvement, and sale of Lots in REAGAN LANDING.

Section 2. Nuisances:

(a) No unlawful, noxious, or offensive activities shall be carried on in any Lot, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of a Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no horns, whistles, or bells, except security devices used exclusive for security purposed, shall be located, used or placed on the Property or any portion thereof.

(c) All alarms or security systems with a siren, bell, or other auditory warning device shall have an automatic device to stop the siren, bell or other device from sounding after a ten (10) minute period of time.



Section 3. Erosion Control. No activity which may create erosion or situation problems shall be undertaken on any Lot without the prior written approval of the RLAC of plans and specifications for the prevention and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling runoff and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping.

Section 4. Landscaping. Any Lot which has been altered from its natural state shall be landscaped. A landscaping design must be made by a person competent in such area and must then be submitted and approved by the RLAC. Landscape design must be uniform with other homes in the subdivision. Landscaping shall be installed no later than thirty (30) days following completion of any building with weather permitting. All shrubs, trees, grass, and plants shall be well maintained and properly cultivated and free of trash and other unsightly material. Outlandish rock gardens, statues and/or yard ornaments greater than three feet (3 ft.) in height and three feet (3ft.) in width will not be permitted in front yard area.

Section 5. Temporary Buildings. No temporary building, trailer, garage, or building and/or construction shall be used temporary or permanently, as a residence on any Lot.

Section 6. Signs. There shall be erected a subdivision entrance sign at the entrance of REAGON LANDING. The Association shall repair and maintain said sign.

Section 7. Lots and Setbacks:

a. In approving plans and specifications for any proposed structure, the RLAC may establish setback requirements for the location of such structure which are more or less restrictive than those established herein and by the Plat, subject to applicable governmental restrictions. No structure except walls and fences expressly permitted in accordance with the provisions hereof shall be erected and placed on any Lot unless its location is consistent with all setback requirements. It is hereby established that the front setback minimum, the side setback minimums, and the rear setback minimum will be as shown on the plat of record.

b. No Lot may be further subdivided in size by any devise, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another Lot. In the event two (2) or more adjacent be combined to form one (1) Lot subject to the approval of the ACT and the approval of governmental authority.

Section 8. Walls and Fences. Walls and fences are not encouraged within REAGAN LANDING as they are often contrary to the architectural and landscaping concepts, as well as the sense of community, that is promoted at REAGAN LANDING. Hedges, trees, and other landscaping alternatives are preferred. Walls will not be permitted in REAGAN LANDING. However, in keeping with the desire of some Owners who may want to have a swimming pool and/or for the use of confining pets, fences will be permitted on a restricted basis that will not distract from the overall appearance. Construction of fences will consist of masonry, or masonry and wrought iron used in concrete. Wood picket fences may also be permitted if they are keeping with the approved architectural design of the structure and landscaping for a particular Lot. Chain link fences are prohibited except around tennis courts with the prior written approval of the RLAC. No fences shall be erected, maintained, or altered on any Lot without written approval of the RLAC of plans and specifications for such fences. No fence shall extend forward of the rear corners of the house.

Section 9. Antennas. No antenna, satellite dish, or other device for the transmittal of reception of television signals, radio signals, or any other form of electromagnetic/wave or radiation shall be erected, used or maintained on the exterior of any structure. Free standing transmission or receiving towers shall not be permitted. Digital satellite system dishes of not more than eighteen (18) inches in diameter are specifically allowed when the location of said dish is unobtrusively located and not seen from adjacent Lots and approved by RLAC. Flags or banners shall not be displayed on any permitted antenna.



Section 10. Clotheslines. No outside clotheslines shall be placed on any Lot.

Section 11. Vehicles and Trailers. No trailer, trailer house, or recreational vehicle shall be parked on any Lot. No abandoned cars, trucks, or other vehicles of any type shall be allowed on any Lot. No vehicle in an inoperative condition shall be kept in any area open to the view of the public or other Owners for a period in excess of fifteen (15) days. In the event of violation of this item, such vehicle may be removed by any other Owner at the expense of the Owner of the Lot on which the vehicle is located.

Section 12. Parking. Parking on the street will not be permitted in REAGAN LANDING. Exceptions are holiday parties and/or social events. Visitors of Owner's Lot will park in driveway of Lot.

Section 13. Recreational Equipment. Although swimming pools, basketball goals, and other recreational and/or playground equipment are permitted, they shall not be erected, installed, moved, or altered on any Lot without written approval of the RLAC of plans and specifications for such structures and the location of such structures.

Section 14. Accessory Structures. The RLAC shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of an accessory structure may not be commenced until complete final plans and specifications shall have been submitted to and approved by the Architectural Control Committee in accordance with the provisions of the Declaration.

Section 15. Improvement of Lots. All construction of dwellings, accessory, structures, and other improvements in REAGAN LANDING shall be undertaken and completed in accordance with the following conditions.

- a. All construction shall be carried out in compliance with the laws, codes, rules, regulations, and orders of applicable governmental agencies and authorities.
- b. All residences on Lots shall be single-family and "classic" or "traditional" shall be decided by the determination whether or not a residence is "classic" or "traditional" shall be decided by the RLAC in its absolute and sole determination.
- c. Only one (1) style of mailbox adjoining/connecting paper boxes shall be of a common design as specified by the RLAC and shall only include the Owner's name and house number, and specified by the RLAC and shall be located as prescribed by the United States Postal Service.
- d. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be on any lot except for purposes of construction of a dwelling.
- e. No exposed, aboveground tanks for the storage of fuel or water or any other substance shall be located on any Lot.
- f. No above ground swimming pools will be permitted.
- g. The enclosed heating living areas (exclusive of garages, porches, terraces, bulk-storage, and unfinished basement) of one-story dwellings constructed on Lots shall contain not less than 1900 square feet. All one-and-half story and two-story dwellings shall contain not less than 2200 square feet.
- h. All garages must be full size garages (minimum dimensions of twenty (20) feet by twenty-two (22) feet and have a capacity of two (2) cars and have doors without glass panels. All garages will have side entrances or courtyard garages, to emphasize that the garage doors will not face the streets. Garage doors shall be kept in working order and shall be kept closed when not in use.
- i. No window air conditioning unit may be located in any part of any dwelling or accessory structure. All exterior equipment (VAC., pool, etc.) shall be ground mounted and screened by fencing or planting shall first be approved by the RLAC.
- j. Any screen porch which is a part of any dwelling or accessory structure must have a dark color screen. No bright color silver finish screens may be used.
- k. No plumbing vent or heating vent shall be placed on the front side of any roof of any Lot dwelling or accessory structure.



- l. Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot. Repairs must be made as soon as possible but in no event more than thirty (30) days after completion of such structure.
- m. Any builder (other than the Developer) constructing a home upon any Lot in the Subdivision, shall deposit with the Developer the amount of \$500.00 per Lot to be improved by such builder. Such amount shall be held by the Developer as a deposit to ensure proper clean up of the Lot and compliance with these restrictions during the construction process and/or while the builder owns the Lot. Upon completion of the construction or upon the sale of the Lot by the builder, whichever is later, the Developer shall return the deposit to the builder provided that the builder has fully complied herewith. In the event the Developer is required to take action to obtain compliance herewith, the Developer may offset against the deposit all costs of such action. In the event such costs exceed the deposit, the builder shall be liable for the deficiency.

Section 16. Building Construction Standards.

- a. The exterior of the homes shall consist of brick, stone, vinyl, or masonry siding and shall be subject to approval by the RLAC; provided that the front of the home shall be either all brick, all stone or a combination of brick or stone.
- b. Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory constructed or placed on any Lot. No exposed foundation block will be approved.
- c. Roof pitch of the main structure must be 8/12 or steeper, and approved by the RLAC. Roofing will consist of three-dimensional shingles.
- d. All gas, sewer, oil and other pipes for gas or liquid transmission shall be placed underground or within or under the buildings.
- e. Garbage and refuse shall be placed in containers and shall be contained in such a manner that they are inaccessible to animals. The containers shall not be visible from the streets. Garbage containers shall not create a visual detriment to the Subdivision. No garbage or trash incinerators shall be permitted on Lot.
- f. All exterior lighting shall be consistent with the character established in REAGAN LANDING and be limited to the minimum necessary for safety, identification and decoration. No color lens or lamps are permitted. Any pole mounted light fixture is to be operated by photocell. It is each Owner's responsibility to ensure that this pole fixture is in good operational condition at all times. The Homeowner's Association shall maintain and repair entrance lighting.
- g. Homes shall be completed within twelve (12) months from the start thereof.
- h. The RLAC may waive any of these restrictions in connection with new construction.
- i. All homes shall be constructed by contractors possession Contractors Licenses issued and in good standing from the State of Tennessee.

ARTICLE XIII

EASEMENTS

Easements and other restrictions in conformity with the recorded plat of REAGAN LANDING Subdivision 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 Developer of the Subdivision.

ARTICLE XIV

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 that are not kept, bred or maintained for any commercial purpose and do not create a nuisance, provided, however, in no event shall any household have more than two animals of species. The Homeowners

Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems advisable.

ARTICLE XV

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 REAGAN LANDING Subdivision, subject to this declaration, then owned by Developer and without the consent of the owner as to any other land in said subdivision, 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 REAGAN LANDING Subdivision.

ARTICLE XVI

ASSIGNMENT OF TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in the Declaration may be assigned to any one or more corporations or assigns which will agree to assume said rights, powers, duties and obligations and carry out and form 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 right and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released there from.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 29 day of September, 2005.

DEVELOPER:

REVEIZ CUSTOM HOMES, LLC.

BY: [Signature]

ITS: Chief Manager

STATE OF TENNESSEE

COUNTY OF KNOX

Before me C. Mark Troutman of the state and county mentioned, personally appeared Ford Reveiz, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Chief Manager of REVEIZ CUSTOM HOMES, LLC. the within named bargainer, a limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purpose therein contained by personally signing the name of the company as Chief Manager.

Witness my hand and seal, at office in Knoxville, Tennessee, this 29th day of Sept, 2005.

[Signature]
NOTARY PUBLIC
MARK TROUTMAN
NOTARY PUBLIC
AT LARGE
KNOX COUNTY, TN

My Commission Expires: 7-26-06



EXHIBIT A

PROPERTY DESCRIPTION TO FOLLOW



STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

OWNER/RESPONSIBLE TAXPAYER: THIS INSTRUMENT PREPARED BY **QUIT CLAIMED**
Revez Custom Homes, LLC

Map 090, Parcel 080

Tennessee Valley Title Insurance **MAR 17 2005**
1500 First Tennessee Plaza
Knoxville, TN 37929
File No. 81335

JOHN R. WHITEHEAD
KNOX COUNTY
PROPERTY ASSESSOR
BY *[Signature]*

QUIT CLAIM DEED

THIS INDENTURE made this *17th* day of *March*, 2005, between EDWARD W. BROWN and wife, RUTH A. BROWN, First Parties, and REVEIZ CUSTOM HOMES, LLC, a Tennessee limited liability company, Second Party;

WITNESSETH:

THAT SAID FIRST PARTIES, for in and in consideration of the sum of One and No/100 (\$1.00) Dollars, and other good and valuable consideration, to them in hand paid by said Second Party, the receipt of which is hereby acknowledged, have bargained, sold, remised, released and **QUIT CLAIMED**, and do by these presents sell, remise, release and **QUIT CLAIM** unto Second Party, all of First Parties' right, title and interest in and to the following described premises, to-wit:

FOR ORIGINAL

SITUATED in the Sixth (6th) Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and being a tract of real property situated on the east right-of-way of Reagan Road, being more particularly bounded and described as follows:

BEGINNING at an iron pin located in the east right-of-way line of Reagan Road, said iron pin being located South 22 deg. 34 min. 27 sec. East, 311.71 feet from the point of intersection of the eastern right-of-way line of Reagan Road with the southern right-of-way line of Coward Mill Road, said iron pin being located in the line of Lot 35 of Magnolia Pointe Subdivision; thence with Magnolia Pointe Subdivision, the following twenty-one (21) calls: South 63 deg. 05 min. 54 sec. East, along the common line with Lot 35, 78.10 feet to an iron pin, a corner with Lot 34 in said subdivision; thence continuing with Lot 34, the following two calls: South 63 deg. 05 min. 54 sec. East, 37.77 feet to an iron pin; thence South 36 deg. 44 min. 04 sec. East, 74.83 feet to an iron pin, corner with Lot 33; thence with Lot 33, the following two calls: South 36 deg. 44 min. 04 sec. East, 165.90 feet to an iron pin; thence North 53 deg. 56 min. 13 sec. East, 49.46 feet to an iron pin, corner with Lot 32; thence with Lot 32, the following four calls: North 53 deg. 56 min. 13 sec. East, 130.54 feet to an iron pin; thence North 82 deg. 15 min. 31 sec. East, 79.01 feet to an iron pin; thence South 81 deg. 36 min. 16 sec. East, 76.99 feet to an iron pin; thence North 33 deg. 12 min. 10 sec. East, 13.55 feet to an iron pin, corner to Lots 32, 31, 25 and 24; thence with Lot 24, the following two calls and distances: North 33 deg. 12 min. 10 sec. East, 182.02 feet to an iron pin; thence North 33 deg. 13 min. 12 sec. East, 66.54 feet to an iron pin, corner to Lot 23; thence with Lot 23, the following two calls and distances: North 33 deg. 13 min. 12 sec. East, 166.10 feet to an iron pin; thence North 26 deg. 17 min. 52 sec. East, 43.25 feet to an iron pin, corner to Lot 18; thence with Lot 18, North 26 deg. 17 min. 52 sec. East, 96.44 feet to an iron pin, corner to Lot 17; thence with Lot 17, the following two calls and distances: North 26 deg. 17 min. 52 sec. East, 83.25 feet to an iron pin; thence North 26 deg. 16 min. 17 sec. East, 13.19 feet to an iron pin, corner to Lot 16; thence with Lot 16, North 26 deg. 16 min. 17 sec. East, 96.46 feet to an iron pin, corner to Lot 15; thence with Lot 15, North 26 deg. 16 min. 17 sec. East, 96.46 feet to an iron pin, corner to Lot 14; thence with Lot 14, North 26 deg. 16 min. 17 sec. East, 96.46 feet to an iron pin, corner to Lot 13; thence with Lot 13, the following two calls and distances: North 26 deg. 16 min. 17 sec. East, 15.62 feet to an iron pin; thence North 43 deg. 16 min. 25 sec. East, 175.85 feet to a 10 inch cedar tree on top of the northeast bank of Beaver Creek; thence with the northeast and east bank of Beaver Creek, the following nine calls and distances: South 39 deg. 16 min. 37 sec. East, 59.66 feet to a nonmonumented point; thence South 75 deg. 45 min. 20 sec.

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Instr: 20050290029300 Page: 1 of 3
REC'D FOR REC 03/18/2005 11:27:51AM
RECORD FEE: \$17.00
N. TAX: \$0.00 T. TAX: \$0.00



Instr: 20050290029300
PAGE: 13 OF 16

East, 562.80 feet to a curve having a radius of 109.53 feet, a chord call and distance of South 24 deg. 08 min. 01 sec. East, 138.07 feet to a non-monumented point; thence continuing with the arc of a curve to the right, said curve having a radius of 235.09 feet, a chord call and distance of South 36 deg. 31 min. 23 sec. West, 211.50 feet to a non-monumented point; thence continuing with the arc of a curve to the right, said curve having a radius of 429.90 feet, a chord call and distance of South 66 deg. 41 min. 28 sec. West, 149.11 feet to a non-monumented point; thence with the arc of a curve to the left, said curve having a radius of 162.13 feet, a chord call and distance of South 61 deg. 03 min. 22 sec. West, 114.41 feet to a non-monumented point; thence South 39 deg. 42 min. 44 sec. West, 88.78 feet to a non-monumented point; thence South 04 deg. 10 min. 52 sec. East, 67.77 feet to a non-monumented point; thence crossing Beaver Creek, South 57 deg. 54 min. 24 sec. West, 58.80 feet to a non-monumented point on the west bank of Beaver Creek; thence with the west and south bank of Beaver Creek, the following four calls and distances: along the arc of a curve to the left, said curve having a radius of 1260.05 feet, a chord call and distance of South 31 deg. 52 min. 00 sec. East, 156.00 feet to a non-monumented point; thence with the arc of a curve to the left, said curve having a radius of 642.00 feet, a chord call and distance of South 64 deg. 45 min. 26 sec. East, 204.14 feet to a non-monumented point; thence North 83 deg. 31 min. 11 sec. East, 180.14 feet to a non-monumented point; thence South 86 deg. 58 min. 46 sec. East, 44.65 feet to a point; thence South 51 deg. 27 min. 09 sec. West, passing an existing iron pin at 25 feet, a total distance of 1858.92 feet to an iron pin set in the east right-of-way Reagan Road; thence with the east right-of-way line of Reagan Road, the following three calls and distances: along the arc of a curve to the right, said curve having a radius of 967.10 feet, a chord call and distance of North 28 deg. 47 min. 38 sec. West, 184.34 feet to an iron pin set; thence North 21 deg. 51 min. 21 sec. West, 705.73 feet to an iron pin set; thence North 22 deg. 21 min. 30 sec. West, 538.11 feet to an iron pin found, the point of BEGINNING herein, as shown by boundary survey of Brian Jude Carraher, RLS No. 2224, dated February 23, 2005, bearing Job No. 0502013, Drawing Title No. 0502013.DWG. The Surveyor's address is P.O. Box 52412, Knoxville, TN 37950-2412.

FCOR ORIGINAL

BEING the same property conveyed to Edward W. Brown and wife, Ruth A. Brown by Warranty Deed dated July 22, 1972, of record in Deed Book 1490, page 332, in the Knox County Register's Office; and BEING the same property conveyed to Edward W. Brown and wife, Ruth A. Brown, as tenants in common, each to hold a one-half (1/2) interest, by Quit Claim Deed from Edward W. Brown and wife, Ruth A. Brown, dated January 3, 1998, of record in Deed Book 2303, page 1171, in the Knox County Register's Office.

THERE IS RESERVED a life estate for the remainder of the lives of First Parties in the following described portion of the hereinabove described real property:

TO FIND THE POINT OF BEGINNING, commence at an iron pin located in the east right-of-way line of Reagan Road, said iron pin being located South 22 deg. 34 min. 27 sec. East, 311.71 feet from the point of intersection of the eastern right-of-way line of Reagan Road with the southern right-of-way line of Coward Mill Road, said iron pin being located in the line of Lot 35 of Magnolia Pointe Subdivision; thence with the eastern right-of-way line of Reagan Road, the following two calls and distances: South 22 deg. 21 min. 30 sec. East, 538.11 feet to an iron pin set; thence South 21 deg. 51 min. 21 sec. East, 94.89 feet to a nonmonumented point, the point of BEGINNING herein; thence from said point of BEGINNING, a severance line along the following four calls and distances: North 82 deg. 21 min. 54 sec. East, 237.86 feet to a non-monumented point; thence North 66 deg. 54 min. 54 sec. East, 150.00 feet to a non-monumented point; thence South 23 deg. 05 min. 06 sec. East, 250.00 feet to a non-monumented point; thence South 66 deg. 54 min. 54 sec. West, 385.99 feet to a nonmonumented point in the eastern right-of-way line of Reagan Road; thence with the eastern right-of-way of Reagan Road, North 21 deg. 51 min.



21 sec. West, 313.44 feet to a non-monumented point, the point of BEGINNING, containing 103,133 square feet or 2.3676 acres, as shown per the Concept Plan of The Campbell Company, Inc. and as depicted on boundary survey of Brian Jude Carraher, RLS No. 2224, dated February 23, 2005, bearing Job No. 0502013, Drawing Title No. 0502013.DWG. The Surveyor's address is P.O. Box 52412, Knoxville, TN 37950-2412.

THERE IS ALSO RESERVED HEREWITH rights of ingress and egress over, across and through the existing driveway serving the dwelling of First Parties, as said driveway extends to Reagan Road across the adjoining real property conveyed hereinabove to Second Party. These rights of ingress and egress will terminate upon construction and dedication of a proposed public road providing access to the dwelling of First Parties.

THIS CONVEYANCE is also subject to the rights and obligations set forth in the Real Estate Purchase Agreement executed by and between these parties on February 4, 2005, which rights and obligations shall survive this closing and remain in effect.

and all the estate, right, title and interest of First Parties therein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein to the said Second Party, its successors and assigns forever.

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

IN WITNESS WHEREOF, the said First Parties hereunder have executed this instrument as of the day and year first above written.

[Signature]
EDWARD W. BROWN
[Signature]
RUTH A. BROWN

FCOR ORIGINAL

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, EDWARD W. BROWN and wife, RUTH A. BROWN, the within named bargainors, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 17th day of March, 2005.

[Signature]
Notary Public

My commission expires June 28, 2006

My Commission Expires: _____



I hereby swear or affirm that the actual consideration of this transfer is - 0 -
Affiant [Signature], Subscribed and sworn to before me this 17th day of March, 2005.

[Signature]
Notary Public

My Commission Expires _____



My commission expires June 28, 2006

Verification of Design and General Conditions

(1) Verify that the design and general conditions of the subdivision are in accordance with the provisions of the Tennessee Subdivision Control Act...

Signature: [Signature]
Supervisor: [Signature]
Date: August 17, 2005

Steve Hall, Register of Deeds, Knox County, Tennessee

Steve Hall, Register of Deeds, Knox County, Tennessee

Steve Hall, Register of Deeds, Knox County, Tennessee

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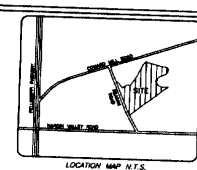
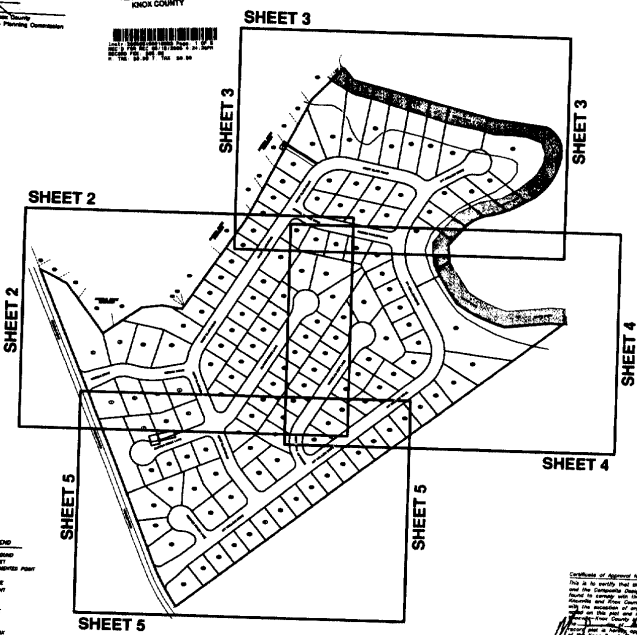
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Steve Hall, Register of Deeds, Knox County, Tennessee

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY



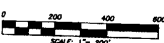
- NOTES:
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COUNTERSIGNED

AUG 18 2005

Steve Hall, Register of Deeds, Knox County, Tennessee

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OWNER: PARCELS 40 & 40A1
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OWNER: LIFE ESTATE PARCELS 40
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SR-REF
M8541568A

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CARRAHER & WARD, LLC
ATTORNEYS AT LAW
P.O. BOX 52412 / KNOXVILLE, TN / 37950-2412
OFFICE: 865.690.0104 FAX: 865.690.7698



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FINAL PLAT OF REAGAN LANDING SUBDIVISION
1-5