

THIS INSTRUMENT PREPARED BY:
CROLEY, DAVIDSON & HUIE, PLLC
1500 First Tennessee Plaza
Knoxville, TN 37929

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TURNING LEAF TRAILS SUBDIVISION**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into this 14 day of June, 2007, by S & E Properties, LLC, a Tennessee Limited Liability Company (the "Developer");

W I T N E S S E T H:

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

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

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has previously executed certain Covenants for Permanent Maintenance of Storm Water Facilities which are recorded as Instrument No. 200706040099612, in the Knox County Register's Office; and

WHEREAS, Developer intends to incorporate under the laws of the State of Tennessee as a non-profit corporation Turning Leaf Trails Homeowner's Association, Inc. for the purpose of exercising the functions aforesaid;

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



ARTICLE I

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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 Turning Leaf Trails Homeowner's Association, Inc.
- (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 Area" and Conservation Area shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or other property designated by the Developer for the common use and enjoyment of all Turning Leaf Trails Subdivision Lot Owners, including, but not limited to, development amenities described herein, and any and all portions of the Property which are or may be designated as joint permanent access easements and sign easements on the Plat. The Common Area shall include the property encumbered or to be encumbered by any sign, wall, fence, sidewalk, landscape and storm water detention basin easements as so designated on the Plat(s) of the Property. The Common Area shall include any property which may be conveyed to the Association and on which certain of the development amenities described herein are located or will be located. The Common Area will be maintained and repaired by the Association in accordance with the provisions hereof.
- (d) "Conservation Area(s)" shall mean and refer to those areas of land identified as Conservation Areas 1, 2, and 3 on the Plat which Developer proposes to convey and transfer to the Association for the common use, benefit, and enjoyment of the owners of the Properties, together with any personal property utilized for the common use, benefit and enjoyment of the owners of the Properties.
- (e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Conservation Areas as heretofore defined.
- (f) "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.
- (g) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple 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.

(h) "Member(s)" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(i) "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.

(j) "Director" shall mean and refer to a Director of or Member of the Board of Directors of Turning Leaf Trails Homeowner's Association, Inc.

(k) "Board of Directors" shall mean and refer to the Board of Directors of Turning Leaf Trails Homeowner's Association, Inc.

(l) "Subdivision" shall mean and refer to Turning Leaf Trails Subdivision and such additional units as shall be made subject to these restrictions hereafter as provided in Article II.(hereafter "Turning Leaf")

(m) "Builder" shall mean and refer to any licensed general contractor who purchases and owns a Lot for the purpose of constructing thereon a residence for resale.

(n) "Plat" shall mean and refer to the subdivision plat for Turning Leaf Trails recorded as Instrument No. 200706150103194, in the office of the Knox County Register of Deeds.

(o) "Stormwater Covenants" shall mean and refer to the Covenants for Permanent Maintenance of Stormwater Facilities recorded as Instrument No. 200706040099612, in the Knox County Register's Office.



ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THEREOF

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Section 1. Existing Property. 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:

SITUATED in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Farragut, Tennessee, being land included in the subdivision known and designated as Turning Leaf Trails Subdivision, as shown on the map of the same recorded as Instrument No.

200706150103194, in the Register's Office for Knox County, Tennessee.

BEING a part of the same property conveyed to S & E Properties, LLC, by deeds recorded as Instrument Nos. 200507060001828, and 200510190035720, in the Knox County Register's Office.

Section 2. Additional Units of Turning Leaf may be made subject to this Declaration by recording of declarations of annexation 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 members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all units of Turning Leaf.

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 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. The Association shall have two classes of voting membership:

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

CLASS B. Class B members shall be the Developer. The Class B member shall be entitled to one vote for each Lot in the subdivision whether or not such lot is owned by the Developer.

Except as provided in Article XXIV hereof, said Class B membership shall be non-transferable and shall remain in the Developer, its successors or assigns, until such time as the Developer, its successors or assigns, has relinquished

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ownership of all Lots within the Subdivision or the Developer deems it appropriate or chooses to terminate Class B membership.

Once the Developer, its successors or assigns, has relinquished ownership in all lots in the Subdivision, Class B membership shall cease to exist and from and after such time there shall only be Class A membership.

Section 3 BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors to be elected annually by the membership.

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 Conservation Area and Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. TITLE TO CONSERVATION AREA AND COMMON AREA. The Developer may retain the legal title to the Conservation Areas until such time as in the opinion of the Developer the Association is financially able to maintain the same. At such time the Developer shall convey and transfer the Conservation Area and Common Area 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 Conservation Area and Common Area, including, but not limited to the right to prevent the sale or confiscation of said Conservation Area and Common Area from 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 rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (c) the right of the Association to charge reasonable admission and other fees for the use of the Conservation Area and Common Area 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 Conservation Area or Common Area 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 the 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
- (e) the rights of Members of the Association shall in no way be altered or restricted because of the location of the Conservation Area or Common Area in a unit of Turning Leaf, in which such Member is not a resident. The Conservation Area and Common Area belonging to the Association shall result in membership entitlement, notwithstanding the unit in which the Lot is a acquired, which results in membership rights as herein provided.

Section 4. Upon transfer of the Common Area to the Association, the Association shall assume responsibility for compliance with the Stormwater Covenants.

Section 5. PARKING RIGHTS.

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

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 of the Members and the repair, maintenance and beautification of the Conservation Area and Common Area, 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 Conservation Area and Common Area situated upon the Properties including, but not limited to, the payment of taxes and insurance thereon, the amenities, brick pavers in streets, detention basins, landscaping and irrigation, and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The assessments shall not be specifically limited to the Conservation Area and Common Area, 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 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. DEVELOPER ASSESSMENTS.

The Developer shall have the right to determine and set the annual assessment for the first year from and after the establishment of the Association. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for the first year. 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 said Conservation Area and Common Area to the Association free of cost, the Developer shall not be required to pay on lots owned by it any monthly, annual or special assessment required hereunder or levied by the Association. Further, since the Developer will incur maintenance costs of the amenities and Conservation Area in excess of the maintenance fees for some period of time until the maintenance fees equal the maintenance costs; The Developer shall be entitled to recover these excess costs prior to transferring title to the Conservation Areas and Common Area to the Homeowner's Association. In addition, the annual assessment shall include an amount sufficient to reimburse Developer for the cost of capital improvements over a five (5) year period; such amount shall not exceed \$25.00 per lot per month for sixty (60) months.

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 Conservation Area and Common Area including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least three members of the Board of Directors.

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 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 Fifty One (51%) 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. 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 Turning Leaf. Thereafter as each person or entity becomes a Member, such new Members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment.

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

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

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

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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 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 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 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 devoted to public use; (b) all Common Area and Conservation Area as defined in Article I, Section 1 hereof, and (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 Conservation Areas and Common Area, and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

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 2037 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 Articles XXIII and XXIV 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 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 and a private attached garage except by approval and sanction of the C:\Documents and Settings\front\Local Settings\Temporary Internet Files\OLKA7\turning leaf restriction black lined.doc

Turning Leaf Architectural Review Committee.

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
TURNING LEAF ARCHITECTURAL REVIEW COMMITTEE

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 Turning Leaf Architectural Review Committee (the "Architectural Review Committee" and sometimes the "Committee") as to quality of workmanship and materials, harmony of exterior design (including paint colors), with existing structures and as to location with respect to topography and finish grade level and elevation. The Architectural Review Committee 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 death or resignation of any member of the Committee, the Developer shall have the exclusive authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the Committee or its designated representative fails to approve or disapprove such plans or specifications within 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 the Architectural Review Committee 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. The Developer or its successors or assigns shall continue to have the exclusive authority to appoint the Members of the Architectural Review Committee until such time as it shall in writing expressly confer such authority to the Association as provided in Paragraph XXIII.

Section 1. Purpose. Powers and Duties of the Architectural Review Committee. The purpose of the Architectural Review Committee is to assure that the installation, construction or alteration of any Structure on any Lot is submitted to the Architectural Review Committee for approval (i) is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the development of the Properties; and (ii) as to the location of the structures is consistent with surrounding structures with respect to topography, finished ground elevation. To the extent necessary to carry out such purpose, the Architectural Review Committee shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

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 Architectural Review Committee. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Review Committee, 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 homesite must be designed by a registered Landscape Architect



or person of similar competence and must be submitted to and approved by the Architectural Review Committee.

(i) each property shall have at least six (6) shade trees of which no less than three (3) shall be located in the front and along the sides of the main dwelling structure. The type of tree shall be subject to the approval of the Architectural Review Committee and must have a minimum ten (10) feet of height and six (6) feet of spread. Shade trees shall not be planted in locations that would immediately or in the future create a nuisance, or screen the view of an adjoining lot.

Section 3. Approval of Builders. Any builder or landscaper, prior to performing any work on any Lot must first be approved by the Architectural Review Committee as to financial stability, building or landscaping experience and ability to build or landscape Structures or grounds of the class and type of those which are to be built on the Property.

Such approval shall be within the sole discretion of the Architectural Review Committee. 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.

Section 4. Right of Inspection. The Architectural Review Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Review Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

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 Architectural Review Committee 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 Architectural Review Committee such violation shall have occurred, the Architectural Review Committee shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Architectural Review Committee in enjoining and/or removing any construction or improvements shall be added to and become a part of the assessment to which the Owner and his Lot are subject.

(b) The Architectural Review Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the Architectural Review Committee shall have the right of abatement. The Board, upon being informed of such violation by the Architectural Review Committee, 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, subcontractors, 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 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 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.

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.

ARTICLE XIII DWELLING RESTRICTIONS

SECTION 1. DESIGN REQUIREMENTS.



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

1. The dwelling and related improvements must be of Traditional Architecture and design as defined herein.
2. The minimum living area square footage requirements shall be determined by the Architectural Review Committee on a case by case basis and shall be within the sole discretion of the Committee.
3. All windows and the related trim must be of either wood or clad/vinyl exterior construction as approved by the Architectural Review Committee. Vinyl windows shall not be permitted.
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, stucco, stone or a combination thereof as approved by the Architectural Review Committee. Any other exterior finishes must be approved by the Architectural Review Committee on an individual house basis. No masonry will be permitted. Hardie Plank cement siding, or natural wood or premium vinyl soffit material will be considered on an individual house basis.
6. All above ground exterior foundation walls shall be veneered with brick, stone or stucco as approved by the Architectural Review Committee.
7. All fireplaces and chimneys shall have a brick, stucco, or stone exterior unless otherwise specifically approved on an individual basis by the Architectural Review Committee.
8. All dwellings shall have not less than a two car attached garage, side or rear entry only, capable of accommodating two automobiles unless otherwise approved by the Architectural Review Committee. Three car garages are preferred and encouraged.
9. Heating and air conditioning systems and swimming pool equipment shall be concealed from view by appropriate screening, subject to approval of the Architectural Review Committee.
10. There shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscaping are complete except by approval of the Architectural Review Committee.
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" designed to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the development, as approved by the municipal authority having jurisdiction over the Subdivision.
12. Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Exterior materials shall be brick, stone or stucco as approved by the Architectural Review Committee. 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 property.
14. Exterior window and door trim and similar decorations shall all be of the same color and materials, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible. Fascia, gutters and down spouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.
15. All exterior mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building, stained wood "shadow box" fencing or by an opaque landscaping screen. No solar energy devices shall be allowed.
16. Roofing materials must be 30 year architectural dimensional shingle with colors of weathered wood, slate blend, or charcoal gray.
17. All interior window treatments such as draperies and blinds shall have a solid light colored appearance from the exterior and are subject to approval by the Architectural Review Committee.
18. Automatic sprinkler systems are required for all Lots.

Section 2. MISCELLANEOUS RESTRICTIONS.

1. Mail boxes shall be of a style and material selected by the Developer.
2. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used, except as approved by the Architectural Review Committee.
3. 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

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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.

4. Builders will be responsible for providing silt control devices on each lot during construction.

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

6. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the Architectural Review Committee. Parking spaces, garages, and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape and compatibility with surrounding improvements. All homesites shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. Unless prior approval is obtained by the Architectural Review Committee, all driveways must be constructed of brick, concrete or stone.

7. 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.

8. Fencing shall be limited to a maximum height of six (6) feet. Wrought iron fencing is preferred. Fencing shall start at the rear corner of the house and shall not extend forward toward the street from said point. Fences shall not be allowed in the front yard of any lot. All fencing must be approved by the Architectural View Committee.

ARTICLE XIV NUISANCES

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

ARTICLE XV TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

ARTICLE XVI GENERAL PROVISIONS

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

(b) The Architectural Review Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Review Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, the Architectural Review Committee, the Association, the Developer 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, the Architectural Review Committee, the Board 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 XVII EASEMENTS



Easements and other restrictions in conformity with the recorded plat of Turning Leaf 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 or its assigns.

ARTICLE XVIII
COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the 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 Developer or the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said time period, the Developer or Association shall have the right to injunctive relief against the Owner of the affected lot and the Contractor or Agent of the Owner and to make all necessary corrections and the expense of same shall be a lien upon the real property affected.

ARTICLE XIX
SIGNS

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.

ARTICLE XX
LIVESTOCK AND POULTRY

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.

ARTICLE XXI
GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept, except on a temporary basis and in sanitary covered containers.

ARTICLE XXII
FENCES AND WALLS

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

ARTICLE XXIII
WAIVER AND MODIFICATION

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein as to any part of Turning Leaf, subject to the Declaration, then owned by Developer and with 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 Turning Leaf.

ARTICLE XXIV
ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more corporations or assigns which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released therefrom.

ARTICLE XXV



AMENDMENT

This Declaration may be amended for any reason by a vote of two-thirds (2/3) of all the Lot Owners. Such amendments may be approved by 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.

S & E PROPERTIES, LLC
BY: [Signature]
TITLE: Manager

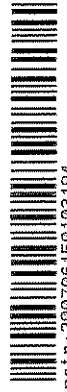
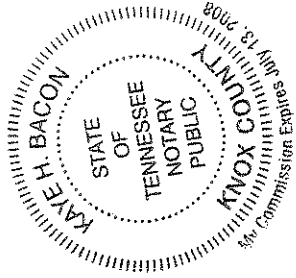
STATE OF TN
COUNTY OF Sevier

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Scott Smith, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged his self to be the Manager of S & E PROPERTIES, LLC, the within named bargainer, a limited liability company, that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by his self as Manager.

WITNESS my hand and official seal at office this 14 day of June, 2007.

[Signature]
Notary Public

My Commission Expires: 7-13-08



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