

FOREST CREEK PROPERTY OWNER'S ASSOCIATION, INC.

136 Mitchell Road  
Oak Ridge, Tennessee 37830

July 17, 2024

**Forest Creek POA Notice of Dues Increase**

Dear Forest Creek POA Member:

As you know, the Forest Creek Property Owner's Association is responsible for protecting your investment in your property by maintaining and enhancing the value, aesthetics, and quality of life within our community. To this end, the Forest Creek POA must maintain a general operating fund to cover ongoing monthly expenses, repairs, and maintenance, as well as a reserve fund set aside for unanticipated costs and emergencies.

Given the state of inflation in current and recent years, the costs of maintaining our community have likewise continued to rise. In evaluating our current and future needs, particularly with respect to upcoming projects slated for common spaces and services, we have concluded that Forest Creek POA dues must be increased to avoid the necessity of a special assessment and to maintain sufficient operating and reserve funds. Accordingly, **effective July 1st, 2024, POA dues will be increased from \$360.00 a year to \$500.00 a year.** This increase is necessary to maintain the quality of our community, and I urge you to pay your dues on time and in full. Of course, if you have any questions or concerns, please do not hesitate to contact us.

Additionally, to date our priority has been the continued development and completion of Forest Creek Village, rather than collecting dues. Consequently, some members have fallen behind in their annual payments. Over the coming weeks we will send out notices to those members who have fallen behind. In the meantime, however, if you have not been making annual Forest Creek POA dues payments, we ask that you please get caught up as soon as possible.

Dues payments should be sent to:

Forest Creek POA  
136 Mitchell Rd  
Oak Ridge, TN, 37830

A handwritten signature in black ink, appearing to read 'Matthew D. Varney', is written over a horizontal line.

Matthew D. Varney, Developer and Declarant  
President, Forest Creek POA Board of Directors

This instrument was prepared by and to be returned to  
Richard E. Collins, Esq.  
422 S. Gay Street, Suite 301  
Knoxville, TN 37902

## **ASSIGNMENT AND ASSUMPTION AGREEMENT OF DECLARANT RIGHTS**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS (this "Assignment") is made as of the July 1, 2024 (the "Effective Date"), by and between MDV Development, Inc. ("Assignor"), a Tennessee corporation, and VT Investors, LLC ("Assignee"), a Tennessee limited liability company.

### **RECITALS**

A. Assignor recorded that certain Declaration of Protective Covenants, Conditions, and Restrictions for Forest Creek Village (as amended or supplemented from time to time, the "Declaration") on July 17th, 2024, at Book 1706, Page 106, with the Register of Deeds of Roane County, Tennessee (the "Recording Office").

B. Assignor is the "Declarant" under the Declaration and prior to the Effective Date has not assigned, conveyed or transferred any of its rights as the "Declarant" thereunder.

C. Assignor and Assignee have agreed that the Assignor shall assign to the Assignee all of the Assignor's right, title, interest and power as "Declarant" under the Declaration (collectively, the "Declarant Rights"), and Assignee has agreed to assume all of Assignor's obligations and responsibilities as "Declarant" under the Declaration, to the extent accruing from and after Effective Date (Collectively, the "Declarant Obligations").

### **AGREEMENT**


NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

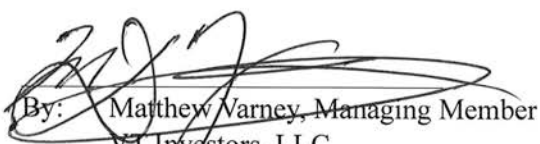
1. ASSIGNMENT OF DECLARANT RIGHTS. Assignor hereby sells, bargains, conveys, transfers and assigns to Assignee, its successors and assigns, all of the Declarant Rights.
2. ASSUMPTION OF DECLARANT OBLIGATIONS. Assignee hereby accepts the sale, bargain, conveyance, transfer and assignment of the Declarant Rights, and hereby assumes and agrees to perform and discharge all of the Declarant Obligations, to the extent accruing from and after the Effective Date.
3. MISCELLANEOUS PROVISIONS.
  - (a) Assignor and Assignee agree, at the other party's request, whether on or after the

date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order more effectively to vest in Assignee all of the Declarant Rights, and to evidence Assignee's assumption of the Declarant Obligations, to the extent accruing from and after the Effective Date, or to otherwise carry out the provisions of this Assignment.

- (b) All of the terms, provisions and conditions of this Assignment shall be binding on, and shall inure to and be enforceable by, the parties hereto and their respective successors and assigns.
- (c) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile, electronic mail, or other means of electronic transmission is to constitute effective execution and delivery of this Assignment as to the Parties.
- (d) If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, each of Assignor and Assignee has hereunto executed this Assignment and Assumption Agreement of Declarant Rights effective the day of July 1, 2024.

  
By: Matthew Varney, President  
MDV Development, Inc.

  
By: Matthew Varney, Managing Member  
VT Investors, LLC

STATE OF TENNESSEE  
COUNT OF KNOW

Before me, a Notary Public of the State and County aforesaid, personally appeared Matt Varney, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of MDV Development,

Inc., the within-named corporation, and the Managing Member of VT Investors, LLC, and that he in such official capacities, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer and of the limited liability company by himself as such managing member.

WITNESS my hand and official seal, this 17 day of July, 2024.

Notary Public Tiffany West  
My Commission Expires: 7/19/27



**BK/PG: 1969/466-468**

**24004806**

3 PGS:AL-DEED MISC	
KRISTI BATCH: 200093	
07/17/2024 - 11:05 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, ROANE COUNTY  
**SHARON BRACKETT**  
REGISTER OF DEEDS

This instrument was prepared by and to be returned to  
Richard E. Collins, Esq.  
422 S. Gay Street, Suite 301  
Knoxville, TN 37902

BK/PG: 1969/486-488

24004808

3 PGS:AL-RESTRICTIVE COVENANTS

KRISTI BATCH: 200093

07/17/2024 - 11:05 AM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 15.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 17.00

STATE OF TENNESSEE, ROANE COUNTY

SHARON BRACKETT

REGISTER OF DEEDS

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR FOREST CREEK VILLAGE

This First Amendment to the Declaration of Protective Covenants, Conditions, and Restrictions for Forest Creek Village is made and entered into, effective as of July 1, 2024, by VT Investors, LLC ("Declarant"), a Tennessee limited liability company.

WHEREAS, on July 17th, 2024, certain Declaration of Protective Covenants, Conditions, and Restrictions for Forest Creek Village ("Restrictive Covenants") were recorded at Book 1706, Page 106, with the Register of Deeds of Roane County, Tennessee (the "Recording Office").

WHEREAS, Section 10 of the Restrictive Covenants provides that they may be amended unilaterally by Declarant at any time during the Development Period.

WHEREAS, Declarant desires to amend certain provisions of the Restrictive Covenants in accordance with the terms herein provided.

NOW, THEREFORE, Owner and Agency hereby agree as follows:

1. Section 9.2 of the Restrictive Covenant shall be deleted in its entirety and replaced with the following:


9.2 Design and Building Professionals. All homes and additions to homes must be constructed by Forest Creek Homes, LLC. Forest Creek Homes, LLC, has proven skills in designing and building custom homes of all types, and was selected not only due to its abilities and reputation, but for its commitment to what Forest Creek is to be—a natural, diverse mountain community with high quality custom homes.

The Declarant reserves the right to impose fees on Forest Creek Homes, LLC, to ensure the integrity of the development and ongoing requirements, including, but not limited to, architectural review, marketing, and refundable performance deposits, and such fees shall be payable to Declarant even after the end of the Development Period. The Declarant also reserves the right to ban and issue fines to any builder or contractor from working within the development at any time. All architects, engineers, land surveyors, and building contractors must be licensed to perform work in the State of Tennessee, and contractors must not exceed their

maximum dollar limits as imposed by the Board for Licensing Contractors for the State of Tennessee.

2. Except as specifically modified herein, all terms, conditions, and covenants set forth in the Restrictive Covenant shall remain in full force and effect.

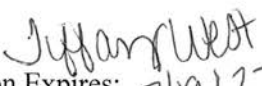
IN WITNESS WHEREOF, the Declarant has caused this First Amendment to Restrictive Covenant to be signed by its duly authorized representative as of the day and year first written above.

By:   
Matthew Varney, Managing Member  
VT Investors, LLC

STATE OF TENNESSEE  
COUNT OF Knox

Before me, a Notary Public of the State and County aforesaid, personally appeared Matt Varney, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of MDV Development, Inc., the within-named corporation, and the Managing Member of VT Investors, LLC, and that he in such official capacities, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer and of the limited liability company by himself as such managing member.

WITNESS my hand and official seal, this 17 day of July, 2024.

Notary Public   
My Commission Expires: 7/19/27



## **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST CREEK VILLAGE**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOREST CREEK RESIDENTIAL PROPERTIES ("Declaration") is made as of the date set forth on the signature page hereof by VT Investors LLC, successor to MDV Development, Inc., successor to Thunder Development, Inc., a Tennessee corporation. ("Declarant").

Declarant, having full power and authority to amend the Declaration, as set forth in this Declaration and all prior declarations, reserves the right to record this Declaration in the Register's Office of Oak Ridge, Tennessee, as the first filing of Declaration of Protective Covenants, Conditions and Restrictions for property owned by Declarant in Oak Ridge.

**1. Purpose.** Declarant is the owner of certain real property located in Oak Ridge, Tennessee, which property is more particularly described in Exhibit A, hereinafter ("Property"). The Property contains significant scenic and natural value, and Declarant is adopting this Declaration to preserve and maintain the natural character and value of the property for the benefit of all owners of the Property or any part thereof.

**2. Declaration.** Declarant hereby declares that the Property and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following Protective Covenants, Conditions and Restrictions, hereinafter referred to as the ("Covenants"). The Covenants shall run with the Property and any subdivided Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property, and shall inure to the benefit of every owner of any part of the Property.

**3. Definitions.** The following terms and phrases used in these Covenants shall be defined as follows:

a. "Approved Builder" means a Tennessee licensed builder selected by an Owner that is not a Preferred Builder but has been approved on a one-time basis for a specific construction project and has met all requirements set out by Declarant and the ARB.

b. "Affiliate" of an entity means any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

c. "Architectural Review Board" (hereinafter "ARB" or "ARB") shall mean the governing body elected or appointed in accordance with the Charter and Bylaws of the Association and charged with the stipulated responsibilities contained herein. During the Development Period, as herein defined, the ARB shall consist of three (3) members appointed by Declarant or a licensed architect retained by Declarant.

d. "Association" means, Forest Creek Property Owner's Association, Inc., a Tennessee non-profit corporation.

e. "Board" means, the Board of Directors of the Association as the same may from time to time be constituted.

f. "Bylaws" means, the duly adopted bylaws of the Association, as the same may from time to time be amended.

g. "Charter" means, the Charter of the Association, as the same may from time to time be amended.

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h. "Common Services" means, the roadway maintenance for the Shared Access Roads, utility line maintenance and repair services for utility lines located in the rights of way of such roads or upon the Common Spaces.

i. "Common Space(s)" means, that certain real property and appurtenances owned by Declarant or the Association, now or hereafter, and designated for the non-exclusive use of the Members of the Association in good standing, and their respective guests and invitees.

j. "Covenants" shall have the meaning given that term In Section 2.

k. "Declarant" means, Matthew Varney dba. VT Investors LLC, a Tennessee corporation, and its successors and assigns under an instrument specifically designating such successor or assign as a successor Declarant under this Declaration.

l. "Declaration" means, these Covenants, Conditions and Restrictions.

m. "Development" means, the entire subdivision of Property, Including all Common Spaces, being commonly known and referred to as "Forest Creek".

n. "Development Period" means, the period between the effective date of the original Declaration of record in the Register's Office of Oak Ridge, Tennessee, and the date on which title to all of the Lots shall have been conveyed by Declarant to an Owner, which shall be unaffiliated with Declarant, and the Common Space(s) and Shared Access Road(s) have been conveyed by the Declarant to the Association, or at such earlier time as determined by the Declarant.

o. "Lot(s)" means, any subdivided lot, parcel or Lot of the Property platted as a single family residential Lot and illustrated in Exhibit B. The total number of Lots may be modified from time to time as provided herein.

p. "Member" shall have the meaning given that term in Section 4.1.

q. "Mortgage" means any security device encumbering any Lot or all or any portion of the Property, and as used herein the term "mortgage" shall include a deed of trust.

r. "Mortgagee" means, the record owner of a beneficial interest under a Mortgage.

s. "Owner" means, the record owner of any Lot, including a contract purchaser, but excluding anyone having an interest in a Lot as security for the performance of an obligation. Owner shall not include Declarant for dues and assessments under Section 6.

t. "Plat" means, a final subdivision plat for all or any portion of the Property, approved by the city Planning Commission and recorded in the city Register's Office.

u. "Preferred Builder" means a Tennessee licensed builder which has met the program requirements of the Declarant and has demonstrated prior skill in constructing custom homes.

v. "Principal Residence" means, the single family residential structure constructed on any Lot, which is the principal use of such Lot, and to which other authorized structures on such Lot are accessory.

w. "Property" shall have the meaning given that term in Section 1.

x. "Recreation Trail Easements" means, the portion of the Lots designated as "Recreation Trails" by Declarant, which shall

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be used solely for mountain bike riding, recreational walking, running, or hiking, subject to the rules, restrictions and limitations imposed from time to time by the Association. Recreation Trail Easements shall not be used by motorized vehicles, except such trails, if any, designed for ATV use by Declarant.

y. "Setbacks" means, the portion of a Lot from any boundary or Lot property line, publicly owned road, Shared Access Road, upon which no construction may take place.

z. "Shared Access Road(s)" means, the private roadways reflected on the Plat currently utilized for ingress and egress to the boundaries of the Lots and the roadway which provides access to and from Oak Ridge Turnpike.

## **PROPERTY OWNER'S ASSOCIATION**

**4. The Association.** The Association has been formed as a non-profit Tennessee corporation by the filing of the Charter. Its affairs shall be governed by the Charter and Bylaws. The Association shall assume and perform all functions and obligations imposed on it under this Declaration. The Association shall have all powers necessary to effectuate these purposes.

**4.1 Membership.** Every Lot owner shall be a member of the Association ("Member"). Membership in the Association shall be appurtenant to each Lot, and shall not be subject to severance from the ownership of such Lot. If there shall be joint ownership of a Lot, such joint owners shall together hold a single Membership.

**4.2 Voting.** Each Member shall have one vote to cast upon any matter to be decided by a vote of the Members. If a corporation owns a Lot or if there is more than one person or entity owning a Lot the vote of such Member shall be cast as determined by the owner or owners of such Lot. In the event of any dispute among such owner or joint owners of a Lot the Board shall have the right to disqualify such Member from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such Member's vote. Notwithstanding any term or provision herein to the contrary, there shall be no more than one (1) vote per Lot. If any Member is delinquent in paying any dues or other charges levied on his or her Lot, that Member's vote will not be counted. In addition, a Member's vote shall not count if the Declarant has not been paid in full for the Lot.

**4.3 Association on Board of Directors.** The Association is a Tennessee non-profit corporation, formed to administer and enforce the provisions of this Declaration. The Board shall consist of three (3) directors or members, or such additional number as may be approved by the Members in accordance with the Bylaws, except that the initial Board and its successors serving during the Development Period shall be appointed by the Declarant. All duties, responsibilities and functions of the Board shall be governed by the Bylaws of the Association.

**4.4 Authority of Board.** The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the Charter and Bylaws, and to enforce the provisions of this Declaration.

**4.5 Meetings.** The Members and the Board shall hold annual meetings as set forth in the Bylaws. Additional regular or special meetings of the Members and/or the Board may be held in accordance with the provisions of the Bylaws of the Association. All procedural matters pertaining to all such meetings, including notice thereof, quorums, and provisions for voting in person or by proxy shall comply with the Bylaws.

**4.6 Duties of Association.** The Association shall, in addition to such obligations, duties and functions as are assigned

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to it by other provisions of this Declaration, have the obligations, duties and functions to do and perform each of the following for the benefit of the Members;

- (a) The Association shall be obligated to and shall provide for the best quality care, operation, management, maintenance, repair and replacement of all easements established or provided for some or all Owners, and of any and all Shared Access Roads and drainage easements and drainage pipes or facilities within the same which may be established or provided.
- (b) The Association shall be obligated to and shall obtain and keep in full force and effect at all times, broad form comprehensive liability insurance coverage, covering both public liability and automobile liability, with limits of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 in aggregate with property damage limits of not less than \$500,000.00 for each accident. All insurance may contain such deductible provisions as the Board shall decide. All insurance shall name the Association as primary insured and Declarant as additional insured and shall, to the extent reasonable possible, cover each Owner without any such Owner necessarily being specifically named therein. The Association shall provide Declarant, upon request, with certificates evidencing such insurance and copies of the insurance policies. The Association may also carry other types of insurance or any other higher limits in the discretion of the Board.
- (c) Unless provided by a municipal, county or other governmental body and unless the cost thereof is assessed against the Owners by such body, the Association shall have the right, but not the obligation, to provide or contract for refuse disposal services.
- (d) The Association shall perform such other acts as may be reasonably necessary to enforce any of the provisions of this Declaration or the Association rules.
- (e) The Association shall indemnify Declarant, its agents, employees and Members of the Board, and hold each of them harmless from all liability, loss, cost, damage and expense, including attorneys' fees, and costs of investigation arising with respect to any operations of the Association or otherwise; provided, however, that the Association shall not be required to indemnify or hold such parties harmless for their acts of gross negligence or willful and wanton misconduct.

**4.7 Powers of Association.** The Association shall have all of the powers of a non-profit corporation organized under the laws of the state of Tennessee subject only to such limitations upon the exercise of such powers as are expressly set forth in the Charter, Bylaws or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done hereunder, or by the Charter, and to do and perform any acts which may be incidental to the exercise of any of its express powers, including the following:

- (a) To levy dues, charges, fines and penalties on the Owners, and to enforce the payment of the same, all in accordance with the provisions of this Declaration and the Charter, Bylaws, rules and regulations of the Association and impose restrictions on use of Common Elements as addressed herein.
  - (b) To employ the services of any person or firm as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association, as may be directed by the Board and to enter into contracts for such purposes. To obtain, and pay for, legal, accounting, engineering, management and other professional services as may be necessary or desirable.
  - (c) On its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain
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actions and suits in law and in equity to restrain any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration.

(d) To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of the Declaration, as the Association shall deem to be appropriate for the protection or benefit of the Owners, their tenants or guests.

(e) To contract and pay for, or otherwise provide for, the repair, maintenance, replacement or refinishing of any Shared Access Roads, drives or other paved areas upon any portion of the Property.

(f) To incur and service debt(s) necessary to accomplish the objectives specifically set forth in this document, so long as it is approved by the Association as defined herein.

(g) To take steps to restrict or abate any activity on the Property that would constitute a nuisance under applicable law.

**5. Violations, Enforcement, Liens and Costs.** At all times during the Development Period, the limitations and requirements for land use and development, set forth in these Covenants shall be enforceable by the Board or the ARB, in addition, government or officials of Oak Ridge, Tennessee, as applicable, and the State of Tennessee, shall have the authority to enforce any pertinent provisions of code, regulation, or statute. Every Owner hereby consents to the entry of an injunction against the Owner's tenants or guests, to terminate and restrain any violation of these Covenants. Any Owner who uses or allows the Owner's Lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or Declarant or other Owner(s) in enforcing these Covenants, including reasonable attorneys' fees. This does not preclude the authority of the ARB to assess fines or penalties, or to seek and enforce injunctive rights to cease the activity.

## **6. Dues/Assessments.**

**6.1 Operating Fund.** The Association, acting by and through the Board or its designee, shall collect and deposit to any account in the name of the Association all moneys paid to it by way of dues or otherwise and from which the Association shall make disbursements in performing the functions which the Association performs under this Declaration.

**6.2 Maintenance Expenses.** Not later than thirty (30) days prior to the commencement of each calendar year, the Association shall estimate the costs and expenses to be incurred by it during the upcoming year in performing its functions, including utility charges, maintenance expenses for the Common Space, amenities, utilities and Shared Access Roads, expenses of enforcement of this Declaration, and professional fees. In so estimating, the Association shall take into consideration the anticipated balance in the operating fund as of the start of such year and the estimated receipts of all dues, charges, fees and other payments to be collected during the year. The net estimate, as determined by the Association shall be assessed on a pro-rata basis against all Owners of Lots.

**6.3 Payment of Annual Property Owners Dues.** Annual Property Owners Dues shall be paid in such manner and on such dates as the Board may establish and in an amount set by the Board, with the said amount being no less than \$500 per year, modifiable as deemed necessary. The Board may require advance payment of such dues at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, Annual Property Owners Dues may be paid in two or more installments. Unless the Board otherwise provides, the Annual Property Owners Dues shall be due and payable in advance on the first day of each fiscal year. The Declarant shall not be deemed responsible for Annual Property Owners Dues on any Lots that have not been sold.

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**6.4 Additional/Special Assessments.** If at any time and from time to time during any year it shall appear that the Annual Property Owners Dues are or will be inadequate for any reason, including nonpayment by any Owner of the Owner's respective share, the Association may levy a further proportional assessment to all Owners in the amount of such actual or estimated inadequacy. Any supplemental assessments shall be due on terms designated by the Board. The Association may also levy a special assessment against any Owner where, as a direct result of such Owner's acts or failure or refusal to act or otherwise to comply with the Covenants or any rules prescribed by the Board, moneys were or will have to be expended by the Association in enforcing the Covenants or rules prescribed by the Board. Such special assessment shall be in the amount to be expended or so expended theretofore and shall be due and payable to the Association when levied and shall include without limitation, engineers', architects', attorneys' and accountants' fees where reasonably incurred by the Association.

**6.5 Obligation of Payment.** If any Owner is delinquent in paying any dues or other charges levied on his or her Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately. Each assessment (maintenance, supplemental, or special) shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, at the time the assessment is made, and each Owner of any Lot, by acceptance of a deed therefore, whether or not it be so expressed in such deed, is deemed to covenant and agree to timely pay the same to the Association. If the Owner does not pay such assessment, or any installment thereof, when due, the Owner shall be deemed in default, and the amount of the assessment not paid, plus interest at one and one half percent (1 ½%) per month not to exceed, however, the highest rate permitted under Tennessee law plus costs, including reasonable attorneys' fees, shall be and become a lien upon the Lot of such Owner, effective upon and as of the recordation by the Association of a notice of default. Such lien may also include a provision for future assessments, as they become due. The notice of default shall set forth the amount of the delinquent dues and other charges, a description of the Lot against which the same has been assessed and the name of the record holder thereof. Such lien shall be prior to all other liens filed except that it shall be subordinate to the lien of any previously filed Mortgage on the affected Lot, and the sale or transfer thereof in foreclosure of such Mortgage, whether by Judicial proceedings or pursuant to a power of sale, or the conveyance to the Mortgagee in lieu of foreclosure, shall terminate any lien for nonpayment of assessments which became due prior to such sale, transfer or conveyance, but no such sale, transfer or conveyance shall relieve the delinquent Owner from their personal liability for unpaid assessments then due, nor relieve the purchaser or transferee of the sold Lot from liability for assessments which thereafter become due. Such lien may be foreclosed by the Association in like manner as a Mortgage, including foreclosure by advertisement and sale as provided by Statutes, and the Association shall have the power to bid at any foreclosure sale and to acquire and thereafter hold title to the affected Lot. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation. Upon payment of any delinquent assessment, and any interest and charges in connection with which such notice of default, the Association shall cause to be filed a further notice stating the satisfaction and the release of the lien thereof.

**6.6 Estoppel Certificate.** On request by any proposed purchaser, Mortgagee or transferee of a Lot, the Association shall execute, acknowledge and deliver a certificate stating the amount of the assessment secured by any lien upon such Lot, or that there is no outstanding assessment, as the case may be. Such certificate shall be conclusive upon the Association and the Owners in favor of all persons who rely thereon in good faith as of the amount of such indebtedness or the absence of any indebtedness as to the date of the certificate. The Association may charge a reasonable fee for the issuance of such certificate.

**6.7 No Exemption.** No Owner may exempt themselves from liability for dues or assessments, nor release their Lot from the liens therefore, by waivers of the use and enjoyment of the property and facilities promoted by such dues or

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assessments or by abandonment of the Owner's Lot.

## **7. Easements.**

**7.1 Easement for Utilities.** There is hereby reserved to the Declarant and the Association, their respective successors and assigns, a non-exclusive right to create easements and rights of-way in, over, under and on the Property or Lot or any part thereof for the purpose of ingress and egress, and construction and location of utilities servicing any Lot and the improvements thereon. Each Owner shall have a right of reasonable access to the Property for the purpose of maintaining, replacing and enlarging utility services as required, provided that the use of such right of access shall be exercised in such manner so as not to unreasonably interfere with the use and enjoyment of the Property or any Lot; and provided further that a utility installation providing service to all or a portion of the Property shall not be altered, modified or changed in such a manner as to impair or interfere with the availability of service of such utilities to its users.

**7.2 Drainage Easement.** There is hereby reserved to the Association the right to create non-exclusive easements for drainage of surface waters from portions of the Property across other portions of the Property. Such drainage shall conform to a development plan as approved by the Board. Drainage shall be limited to reasonable amounts of water and shall be so designed and constructed so as not to materially interfere with the development, use and enjoyment of the portions of the Property onto which such water drains. The drainage as established shall not be altered, modified or changed as to any part of the Property without the consent of the Owners who will be affected by any such alteration, modification or change.

**7.3 Use of Roads.** Each Owner shall have a non-exclusive easement appurtenant to their Lot of ingress and egress over and on all Shared Access Roads. Each Owner may delegate their right under such non-exclusive easement for the benefit of their family, tenants, servants, employees, agents, guests and invitees, and any transferee by way of lease assignment or contract for purchase of the property to which such non-exclusive easement is appurtenant. Each Owner shall be responsible for a pro-rata share of the maintenance costs, based upon the total number of Lots, for all Shared Access Roads.

**7.4 Recreation Trail Easements.** Subject to (i) the rules, regulations and limitations promulgated from time to time by the Association, (ii) existing easements and reservations of rights affecting the Property, and (lii) the requirements of any applicable law, each Member shall have a right and non-exclusive easement of use and enjoyment of those portions of the Property designated as Recreation Trail Easements. The exact location of the Recreation Trail Easements shall be set forth as reservations in the deeds to the various Lots. The right and easement to use the Recreation Trail Easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following limitations:

(a) The right of the Association to limit the time that such Easements can be used, the manner and scope of such use, and the number of guests that have access thereto and to adopt such rules regulating the use and enjoyment of the same from time to time.

(b) The right of the Association to suspend the right to use the Recreation Trail Easements by a Member (i) for any period during which any assessment against such Member's Lot remains delinquent, and (ii) for a period not to exceed thirty (30) days after notice and hearing as may be provided for in the Bylaws for any infraction of the Association's rules.

**7.5 Delegation of Use.** An Owner may delegate to any occupant of such Owner's Lot the same right to the use and enjoyment of such facilities and any privilege appurtenant to such Lot, the right of the Association is acknowledged to

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limit the number of guests, and to adopt rules regulating the use and enjoyment of Common Space, is hereby acknowledged by each Owner, Shareholders and immediate family members of any shareholder shall have the right to utilize any Common Space, Recreation Trail Easements and access to same.

**7.6 Easements of Enjoyment for Common Space.** Every Member is vested a right and non-exclusive easement of use and enjoyment in and to the Common Space and such easement shall be appurtenant to and shall pass with the title to every such Lot so privileged, subject to the following limitations:

- (a) The right of the Association hereunder to limit the number of guests, and to adopt rules regulating the use and enjoyment of Common Space.
- (b) The right of the Association to suspend the right to use of such Common Space by a Member for any period during which any assessment against their Lot remains delinquent.
- (c) The right of the Declarant during the Development Period by its own actions or acting through the Association to suspend a Member's right to use the Common Space if the Member is delinquent in payment of any fees or other amounts owed to the Declarant or its Affiliates.
- (d) The right of Declarant or its successor as owner of the Common Space to dedicate or transfer all or any part of a Common Space to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

Certain facilities and areas within the Properties may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Area of Common Responsibility or the Board may so designate at any time thereafter. Use of facilities and areas in excess of 25 persons is permissible only with the approval of the Declarant and/or the Board, following the submission of a written request sent to the Declarant and/or Board and said use must be sponsored by a property owner. The Declarant and/or Board may deny said request and restrict use for any or no reason at its sole discretion. Additional fees may be assessed in cases of 25 or more persons using the facilities.

**7.7 Easement for Adjacent Body of Water:** Each Owner whose Lot adjoins a pond shall have a non-exclusive easement appurtenant to their Lot for use of the entire body of water.

**7.8 Prohibited Land Use(s):** No Lot(s) or any portion thereof shall or can be used for or as a roadway, driveway or access point to or from any other property(ies), including but not limited to any property(ies) adjoining Forest Creek. Any driveway, roadway or access point shall be for said Lot(s) only and strictly for ingress and egress to said Lot(s), Parcel(s) or Lot(s) but not otherwise. Use of said driveway, roadway or access point for any other purpose(s) is strictly prohibited.

## **GENERAL DEVELOPMENT STANDARDS**

**8. General Development Standards.** Development of any Lot shall conform to the following standards:

**8.1 Provisions In Addition to City Land Use Regulations.** Conformity with any and all applicable land use regulations of Oak Ridge and the State of Tennessee, as applicable to the Lots, shall be required in addition to the

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requirements of these Covenants.

**8.2 Setbacks.** Minimum building setbacks for all Lots shall be the minimum distance required by city subdivision and zoning regulations or as required by Declarant.

**8.3 Maintenance.** Each Lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles (other than automobiles), garden or maintenance equipment, and the like shall be kept at all times, except when in actual use, out of view from neighboring Lots, Common Spaces and Shared Access Roads. Refuse, garbage and trash shall be kept at all times, prior to proper disposal in a landfill, in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Dumping within the Development is prohibited. Owners shall be required mow lawns four (4) times a year March-November; edge beds; prune; control weeds, pests and diseases; remove dead trees, plants and trash apply supplemental water; repair irrigation systems; replace mulch; and other necessary maintenance measures to sustain the landscape in a neat, orderly, vigorous and healthy condition. Grass areas may not exceed 6" in height between lawn cuts, Owners shall promptly remove all dead trees, except from areas required to remain natural. Any Pesticides, Weed Control chemicals, or similar treatments shall be environmentally friendly products and shall be non-toxic. Lot maintenance can be provided through Declarant upon request with fees to be determined.

**8.4 Signs and Flags.** No signs or advertising devices shall be erected or maintained on any Lot, without ARB's approval, both for content and design. Notwithstanding the foregoing, Declarant may place signs of any nature, type, and size at any location within the Development. One of the following flags may be displayed from a single pole mounted to a residence: United States flag, Tennessee flag, flag of a branch of the U.S. armed forces, or flag of a university or sports team. Free standing flag poles are not permitted. All displays of flags must be in compliance with applicable law.

**8.5 Utilities.** Utility lines have been or will be installed, either overhead or underground, in or adjacent to the Shared Access Roads to service the Lots. Connections from improvements on Lots to the utility lines shall be completed at the Lot owner's expense, and shall be constructed underground.

**8.6 Water System.** Water shall be provided by the Public Works Department for the City of Oak Ridge. All Lots shall be required to connect to the water supply system and shall be subject to the obligation of payment of a dry tap fee and such other requirements from the water utility providing such water supply, and to such other and further requirements, assessments or fees, including connection fees, as may be promulgated or mandated, from time to time by said utility.

**8.7 Sewage Disposal.** Sewer service shall be provided by the Public Works Department for the City of Oak Ridge. All Lots shall be required to connect to the sewer system and shall be subject to the obligation of all payments and such other requirements from the sewer system providing such supply, and to such other and further requirements, assessments or fees, including connection fees, as may be promulgated or mandated, from time to time by said utility.

**8.8 Noxious or Offensive Activities; Nuisance.** No noxious, immoral, illegal or offensive activity shall be permitted on any Lot, nor shall anything be done which may be or may become a nuisance to the other Owners under applicable law. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Owner. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the boundary lines of any Lot. Owners shall keep barking dogs within authorized structures, and shall prevent such animals from causing annoyance to neighboring Owners.

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**8.9 Mineral Activities Prohibited.** No mineral exploration or extraction activities shall be permitted by any Owner, including the removal of gravel, except that grading and excavation shall be permitted for construction and landscaping purposes, subject to State and City regulations.

**8.10 Satellite Dishes.** A satellite dish, with a diameter of not greater than thirty six (36) inches shall be permitted on any Lot, provided that any satellite dish is not visible from any Shared Access Road, Common Space or adjoining Lot.

**8.11 Garage Loading.** A variety of garage loading conditions are permitted to accommodate the topography and to create variety along the streetscapes. Subject to setbacks and design standard, the following types of garage loading are permitted with the approval of the ARB:

- Front Entry: standard (1-3 car)
- Court Entry: standard (1-3 car)
- Side Entry: Standard (1-3 car)
- Side Entry: Split (4 car)

**8.12 Debris.** No burning of trash, leaves, or other debris shall be permitted on any Lot at any time, including but not limited to the construction phase of any structure without a burn permit from the proper authorities. Any and all burning shall be at the risk of the Lot owner and shall be performed so as to not cause a nuisance to any adjoining Lot. All piles of debris must be cleared off a Lot or burned within thirty (30) days.

**8.13 Parking.** All Lot owners shall provide sufficient area for off-street parking. Parking shall not be allowed on any shared Access Road or Common Area, except in locations designated for parking by Declarant. Shared Access Roads, Common Spaces and easements shall not be blocked or obstructed at any time.

**8.14 Pets.** No poultry or livestock shall be maintained on any Lot. Cats, aquarium fish, birds, or other domestic animals which are kept and maintained indoors shall be permitted on any Lot, and any number of dogs may be kept on any Lot provided that no dog shall be allowed to chase, harass or harm wildlife or people. No boarding or commercial breeding shall be permitted on any Lot.. The Declarant reserves the right to modify this section at any time, to grant variances, and to impose such fines and take such actions the Declarant deems necessary in its discretion to enforce this section, including impounding and prohibiting any pet from the development.

**8.15 Mobile Homes, Campers, Motorized Dirt Bikes, "ATVs/" Off Road Vehicles, Golf Carts.** Mobile homes, campers, and motorized dirt bikes are not permitted within the development. Golf Carts and/or UTV vehicles may be used for transportation throughout the development. The Declarant reserves the right to modify this section at any time and impose such fines and take such actions it deems necessary to enforce this section, including impounding and prohibiting any vehicle from the development.

**8.16 Firearms and Hunting.** No hunting with guns or shooting of guns shall be allowed within the development.

**8.17 Limits of Clearing.** No live trees or shrubs having a diameter greater than six (6) inches shall be removed prior to Declarant's approval. Excessive removal of trees will be deemed a nuisance to the community.

**8.18 Authorized Use.** Only single family residential usage shall be permitted, together with the keeping of domestic pets subject to the limitations set forth herein. Rental of a Principal Residence shall be permitted under these Covenants provided that such rental is for thirty (30) days or more and the Owner shall be required to evict any tenant that becomes a nuisance to the community.

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**8.19 Prohibited Uses.** No commercial, industrial or other non-single family residential use whatsoever shall be permitted on any Lot with the exception of model spec houses. Notwithstanding the foregoing, the Declarant shall have the right to designate certain Lots for commercial use. No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any Lot.

## **LOT DEVELOPMENT STANDARDS**

**9. Lot Development.** The development and use of Lots shall conform to the following standards and regulations in addition to the General Development Standards outlined in Section 8.

**9.1 Design Review and Approval Process.** In order to preserve the natural beauty and aesthetics of the Development, and to protect the values of all properties, all construction on and development of Lots shall require design review and approval from the ARB prior to commencing construction to assure any such contemplated work is compliant with these Covenants.

**9.1.1 Building Permit Required.** No building, structure, road, fence, or improvement of any kind shall be erected, sited, altered, added to, reconstructed or permitted to remain on any Lot, and no construction or other site development activities shall be commenced until a building permit has been issued by the proper city authorities, as applicable, and approval has been issued by the ARB, as defined herein.

**9.1.2 Design Guidelines.** The ARB shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration to insure that incompatible development does not occur ("Guidelines"). All Lot use and development shall conform to any Guidelines adopted by the ARB, in addition to the provisions of this Declaration.

### **9.1.3 Plan Review Submittals.**

(a) Two complete sets of plans and specifications for any Lot improvement or alteration, or other site development, including landscaping, shall be submitted to the ARB. The plans shall include a site plan indicating the location of the Principal Residence and the location of any proposed improvements or other ancillary structures within the Lot and proposed landscaping. All plans for any building or structure must be signed by a licensed architect. If the architect does not specialize in landscape design, Owners are encouraged to retain a landscape architect or designer. Professional quality landscape plans are required to be submitted to the ARB.

(b) Lot grading plans shall be required and must be sealed by a licensed professional engineer. Storm Water Intrusion Protection Plans (SWIPP attachments) must be sealed by a licensed professional engineer and accompany the site plan.

(c) All surveys required by the Guidelines must be performed by a registered land surveyor.

(d) Sufficient information shall be submitted to demonstrate compliance with all of the requirements hereof.

(e) A review fee of Five Hundred Dollars (\$500.00) (as adjusted in the reasonable discretion of the ARB from time to time, provided such adjustment shall be applied to all Owners on a non-discriminatory basis) shall be paid to the ARB for the processing and review of all plans and specifications.

**9.1.4 ARB Review.** The ARB or the ARB's consultant, a Tennessee licensed architect, shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use conforms to the requirements of these Covenants and the Guidelines. The Board shall retain one set of plans and specifications and

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return the other set to the Owner with comments and/or ARB approval certification.

**9.1.5 Performance Deposit.** Upon approval as outlined In Section 9.1.4 above, but prior to commencement of construction, a check in the amount of One Thousand Dollars (\$1000.00) shall be presented and made payable to The Forest Creek Property Owner's Association, Inc. as a construction Performance Deposit. Such deposit to be released upon satisfactory completion of approved construction and landscaping. Violations of these Covenants may result in fines or assessments which may be deducted or assessed against the Performance Deposit.

**9.2 Design and Building Professionals.** All homes and additions to homes must be constructed by a Preferred Builder or an Approved Builder. Forest Creek has selected a group of Preferred Builders and design professionals to assist the lot owners with their home design and construction. These professionals have proven skills in designing and building custom homes of all types, and were selected not only due to their abilities and reputation, but for their commitment to what Forest Creek is to be—a natural, diverse mountain community with high quality custom homes. A list of these professionals can be provided upon request.

Should the Owner choose to bring their own architect and/or builder to the project, the Owner must ensure the builder completes the process to become an Approved Builder, including approval of the ARB, prior to entering into a construction contract with the builder.

The Declarant reserves the right to impose fees on Preferred Builders and Approved Builders to ensure the integrity of the development and ongoing requirements to be a Preferred or Approved Builder, including, but not limited to, architectural review, marketing, and refundable performance deposits, and such fees shall be payable to Declarant even after the end of the Development Period. The Declarant also reserves the right to issue fines to builders that endanger the safety and well-being of the development and to ban any contractor from working within the development at any time. All architects, engineers, land surveyors, and building contractors must be licensed to perform work in the State of Tennessee, and contractors must not exceed their maximum dollar limits as imposed by the Board for Licensing Contractors for the State of Tennessee.

**9.3 Authorized Structures.** No building or structure shall be constructed on any Lot except one single family residence and two of the following: guest house, pole barn, or detached garage. The total number of structures on an Lot shall not exceed a total of three (3) excluding dog houses. Any additional structures will require a variance from the ARB. No additional structures shall be constructed prior to the primary residence breaking ground. Multiple structures can be under construction simultaneously so long as the primary residence is being built.

**9.4 Construction.** Used materials designed for architectural detailing on the outside of structures may be permitted by the ARB, in the ARB's sole discretion. All construction shall be completed within twelve (12) months from the commencement date of construction, unless the Board approves an extension, which shall not exceed six (6) months in length.

**9.5 Height, Size and Floor Area Limitations.** No building shall be greater than thirty five (35) feet in height. Building height shall be measured from existing grade to the highest point of the roof. The principal residential structure, exclusive of the garage, shall have a minimum heated floor area of 1,450 square feet for single level principal residential structures and 1,850 square feet for multiple level principal residential structures.

**9.6 Pools and Spas.** Pools and spas shall be shown on the appropriate design documents and submitted as part of Final Design Review. The location, design, materials, and colors of pools and spas are subject to approval of the ARB.

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Owners considering the construction of a swimming pool are encouraged to retain a geotechnical engineer. Compliance with building and safety codes are the responsibility of the Owner.

**9.6.1 In-Ground Pools and Spas.**

(a) Location. In-ground pools and spas shall be located within the Maximum Buildable Area in rear yards or in the court area of Structures designed with a central courtyard or atrium. Subject to easements, the location of the deck area surrounding in-ground pools or spas must be approved by the ARB.

(b) Elevation Off Grade. The elevation of In-ground pool or spa decks shall not be greater than three feet (3') above the finish grade at the outside edges of the deck.

(c) Pool Equipment. All pumps, filtration, and other equipment must be buffered from the Street adjoining properties, property amenity areas, or common areas. Unless other alternatives are available and approved by the ARB, any such equipment shall be screen by a service wall or be located below grade in an equipment vault.

**9.6.2 Portable Spas.** Portable spas may be permitted so long as the framing, color, location, and screening are approved by the ARB.

**9.6.3 Pool and Spa Protection.** Pools must be enclosed on exposed sides by fencing, and portable or In-ground spas must be enclosed by fencing or a protective cover with a locking device.

**9.7 Fences.** Boundary fences around the exterior Lot lines of any Lot shall be permitted upon approval by the ARB. Materials and construction of fences shall in all cases be of like construction and finish to those present adjacent to the Shared Use Roads. All fences shall be constructed so that the finished side faces outward from the Interior of the Lot. Lots may be cross fenced or partially cross fenced only once, so as to preserve the beauty and continuity of the development, these are the only fences permitted on any Lot, except for:

(a) Fences around a tennis court or swimming pool, the permitted size and construction type of which shall be approved by the ARB;

(b) Fences enclosing a dog run, the size, construction and location of which shall be approved by the ARB;

(c) Underground electronic fences to restrain and control pets shall be permitted within the boundaries on any Lot; and

**9.8 Mailboxes.** Mailbox design and installation specifications shall be approved by the ARB. The ARB reserves the right to specify a standardized type, size, and style for mailboxes within the Development, but a mailbox is not mandatory for a residence, as Members may obtain a post office box. All mailboxes shall conform to United States Postal Service requirements.

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## OTHER PROVISIONS

- 10. Amendment.** These Covenants may be amended (i) unilaterally by Declarant at any time during the Development Period, and (ii) thereafter, with the written consent of two thirds (2/3) of the Members, except for any provisions of an amendment which shall also require the written consent of any governmental authority.
- 11. Variance.** A variance from the requirements of the development standards and restrictions set forth in this Declaration may be permitted in the sole discretion of the ARB, Board or the Declarant; such permitted variances shall be made in writing.
- 12. Duration of Covenants.** All of the Covenants set forth herein shall continue and remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Section 11 hereof. If required by law, these Covenants shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the Lot owners of the Property subject to these Covenants otherwise agree in writing.
- 13. Severability.** Any decision by a court of competent jurisdiction invalidating any part, paragraph or section of these Covenants shall be limited to the part, paragraph or section affected by the decision of the court, and the remaining parts, paragraphs, sections and the Covenants therein shall remain in full force and effect.
- 14. Acceptance of Covenants.** Every purchaser of a Lot within the Property shall be bound by and subject to all of the provisions of this Declaration and any future amendment.
- 15. Common Space.** The Association agrees to accept title to the Common Space(s) and Shared Access Road(s) transferred to it by the Declarant, all costs and expenses of such conveyance of the Common Space(s) and Shared Access Road(s) by Declarant to the Association shall be paid by the Association.
- (a) When conveyed, the Association accepts the Common Space(s) and Shared Access Road(s) "As Is" and without any representation or warranty, express or implied, in fact or by law with respect thereto, or with respect to the improvements, including, but not limited to, representations or warranties of merchantability or fitness for the ordinary, or any particular purpose, and without any representations or warranties regarding future repairs, or regarding the condition, construction, accuracy, completeness, design, or adequacy of the size or capacity in relation to the utilization, date of completion or the future economic performance or operations of such Common Space(s) or Shared Access Road(s).
- (b) The Owners, Members and Association hereby release Declarant and related parties (and their respective owners, employees, agents and representatives) from any claims the Owners, Members or Association could have, whether known or unknown, and warrant that no claims shall be made by the Association or any Owner or Member relating to the condition or completeness of the Common Space(s), Shared Access Road(s), or otherwise, or for incidental or consequential damages arising there from.
- 16. Miscellaneous.**
- (a) Additional property may, in the Declarant's sole discretion, be brought within the plan of this Declaration by a supplemental declaration, which may contain supplementary and complementary covenants and restrictions applying to such additional property. The Declarant shall not be obligated to bring any additional property within the plan of this
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Declaration, and no implied restrictions or implied negative reciprocal easements or covenants shall be created, inferred or implied as to any additional property not encompassed within the plat of record In Register's Office, Oak Ridge, Tennessee. Declarant, in its sole discretion, may, at any time, assign or otherwise transfer its rights and obligations under this Declaration.

(b) No Lot shall be used to provide ingress or egress to or from another lot or parcel of property in the Development unless such lots back up to each other, provided, however, that the Declarant reserves the right to allow owners of property outside said platted property to use the utility easements reserved herein by the Declarant to obtain utilities, which grant of easements by the Declarant shall be at the Declarant's sole discretion and under such terms and conditions as the Declarant deems appropriate. No Lot shall be used to provide utility service to property outside of the subdivision without the express written consent of the Declarant.

(c) Each grantee of Declarant, or a subsequent grantee, by the acceptance of a deed of conveyance for a lot in the subdivision, accepts the same subject to all restrictions, conditions, covenants, reservations, easements and the jurisdiction, rights and powers of Declarant, created or reserved by this Declaration, or by plats or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every Owner of any interest therein, and inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length and in each and every deed of conveyance. Each Owner acknowledges that Declarant is not bound by any representations, warranties, promises, or statements made by any realtor in connection with the listing or sale of any lot in the subdivision.

(d) So long as the Declarant is an Owner of one or more Lots, Declarant may, in its sole discretion, combine, merge or re- subdivide Lots. Once an Lot is conveyed by the Declarant or owner to a non-related third party transferee, said Lot shall not be combined, merged or re-subdivided in any fashion, except as follows: (1) an Owner may combine, merge, or resubdivide a Lot with the prior written consent of the Declarant or ARB; (2) Owners of multiple adjacent Lots may combine the Lots into a single Lot, but such Lot may not later be subdivided into multiple Lots; and (3) Owners of multiple adjacent Lots may realign the boundaries of the Lots upon the prior written consent of the Declarant, provided that the Owner may not create an additional Lot and the Owner must comply with applicable governmental regulations.

(e) In the event of a dispute between an Owner and the Board, ARB, Association, or the Declarant other than an Owner's nonpayment of dues or assessments, the parties shall submit the disputed matter to non-binding mediation prior to any legal action. If the parties cannot mutually agree on a mediator, the mediator chosen by each party shall select one independent mediator who shall mediate the dispute. The parties shall equally share the costs of the mediation. Participation in the mediation shall not adversely affect any right or legal remedy the parties may otherwise have.

[Signature on following page]

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IN WITNESS WHEREOF, Declarant has executed this Declaration effective the 17th day of July, 2024.

VT Investors, LLC a Tennessee Limited Liability Company

By:

  
Matthew Varney, Developer and Declarant

STATE OF TENNESSEE

COUNTY OF ROANE

Before me, a Notary Public of the State and City aforesaid, personally appeared Matthew Varney, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of VT Investors LLC, the within-named corporation, and that he as such official, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal, this 17th day of July, 2024.

  
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Notary Public

My Commission Expires: 7/19/27



Prepared By:  
Richard E. Collins, Esq.  
422 S. Gay Street, Suite 301  
Knoxville, TN 37902

BK/PG: 1969/469-485

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17 PGS:AL-RESTRICTIVE COVENANTS	
KRISTI BATCH: 200093	
07/17/2024 - 11:05 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	85.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	87.00

STATE OF TENNESSEE, ROANE COUNTY  
SHARON BRACKETT  
REGISTER OF DEEDS



Exhibit A

