

Franklin Hill Homeowners' Association

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Note: The subdivision restrictions and amendments contained herein have been compiled by the board of the Franklin Hill Homeowners' Association for the convenience of the homeowners. Every effort has been made to accurately copy all subdivision restrictions. However, anyone reading the attached restrictions should understand that the controlling legal documents are those filed of record in the office of the Knox County Register of Deeds. If there are any differences between the restrictions copied herein and those filed of record, then the filed documents control.

DECLARATION OF RESTRICTIONS AND EASEMENT FOR FRANKLIN HILL

WHEREAS, the undersigned BILL A. HODGES CONSTRUCTION CO. INC., a Tennessee Corporation, (hereinafter referred to as "Developer") being the owner of Franklin Hill, a residential development, situated in the Sixth Civil District of Knox County, a development of the Subdivision FRANKLIN HILL (hereinafter referred to as "Subdivision"), as shown on the map of the same of record in Map Book 104L, Page 31, and as may be shown by any amended or supplemental map of the Subdivision subsequently recorded in the Register's Office for Knox County, Tennessee.

WHEREAS, Developer desires to place certain covenants, conditions, reservations and restrictions upon the use of all lots and portions of such lots for the benefit and protection of purchasers of dwellings erected thereon; in order to establish and maintain a sound value for such dwellings; and to maintain the aesthetic quality of the development.

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the Developer does hereby restrict the use of all lots in said Subdivision and places upon said land the following covenants and restrictions, to run with title to the land, and the grantee of any deed conveying any lot or lots and dwellings thereon erected, shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply and be bound by all such covenants and restrictions as follows:

1. The term "Lot" as used herein shall refer to only those numbered lots, as shown on said subdivision plat of FRANKLIN HILL of record in Map Book 104L, Page 31, and as may be shown by any amended or supplemental map of the Subdivision subsequently recorded in the Register's Office for Knox County, Tennessee. Such lots, and each and every one

thereof, are for single-family residential purposes only. No building or structure intended for or adapted to business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes shall be erected, placed, permitted, or maintained on such premises or on any part thereof.

2. The term "Lot Owner" as used herein shall refer to the record owner of a numbered Lot as shown on said subdivision plat of FRANKLIN HILL described in Paragraph 1 hereof, excluding those having such interests as security for the performance of an obligation.
3. Developer grants and conveys to each Lot Owner with the conveyance of each deed to each Lot a permanent and perpetual easement for ingress and egress, fifty (50) feet in width along the Eastern boundary of the real property described in Exhibit A, Exhibit B and Exhibit C attached hereto. This easement is appurtenant to and runs with the land and shall inure to the benefit of and be binding on the Developer and Lot Owners and to their respective successors, assigns, purchasers and mortgagees.
4. The Developer shall cause the formation of a Tennessee not-for-profit corporation (hereinafter called the "Homeowners' Association") to be called the Franklin Hill Homeowners' Association or a name similar thereto. Upon formation of such Association:
 - (a) Each Lot Owner, in accepting a deed for any Lot in FRANKLIN HILL Subdivision, agrees to and shall be a member of and be subject to the obligations and duly enacted Bylaws and Rules of the Franklin Hill Homeowners' Association. Each Lot Owner's membership shall terminate upon the sale or other disposition of such member of his Lot, at which time the new Lot Owner shall automatically become a member of the Homeowners' Association.
 - (b) The provisions of Exhibit "D" attached hereto and made a part hereof, or provisions similar thereto, shall be adopted as the charter of incorporation of the Homeowners' Association.
 - (c) The provisions of Exhibit "E" attached hereto and made a part hereof, or provisions similar thereto, shall be adopted as the Bylaws of the Homeowners' Association.
 - (d) Until the date of the first annual meeting of the members of the Homeowners' Association, as provided in the Bylaws of the Association, no member of the Homeowners' Association shall have any voting rights on any matter.
 - (e) Commencing with the date of the first annual meeting of the members of the Homeowners' Association, each member shall have one vote.
 - (f) Each member shall be subject to assessment for the payment of costs and expenses incident to the general maintenance and planting of the common entrance areas, to all other common community services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners, and to the administration of the Homeowners' Association as provided for in these covenants and restrictions, the Charter of Incorporation and the Bylaws. If any Lot Owner shall not pay assessment within sixty (60) days of due date, the Homeowners' Association may employ an attorney for collection. If the Homeowners' Association hires any attorney to enforce the collection of any assessment, all costs incurred in the enforcement, including reasonable attorney's fees, shall be paid by Owner of the Lot or Lots, and the Homeowners' Association shall have a lien upon the Lot or Lots to secure payment of all such accounts. Each Lot Owner shall be responsible for maintenance of such portion of the sidewalks that are contiguous to their Lot. Each member shall be subject to assessment for the payment of costs and expenses incident to the maintenance of the easement for ingress and egress from Kingston Pike into the Subdivision provided for in Paragraph 3 herein. Said expenses for the maintenance of the easement shall be prorated between the Lot Owners of

FRANKLIN HILL Subdivision and the Unit Owners of FRANKLIN SQUARE, a horizontal property regime, according to Agreement recorded in Deed Book 1817, Page 527 in the Register's Office for Knox County, Tennessee.

1. No sign of any character shall be erected, except as outlined herein, on any lot, including the displaying or placing of any "For Sale" or "For Rent" sign on any Lot or Lots or upon any structure without the prior written approval of the Homeowners' Association, or prior to the first annual meeting of the Homeowners' Association, the prior written approval of the Developer. Said Homeowners' Association and/or Developer shall approve not only the size, condition and contents of the sign but the location of the sign on the Lot.
2. In the design of houses to be constructed upon the Lots or any portion of any Lot, the following specific requirements shall be observed:
 - (a) All exterior architectural design shall be compatible with the style and general feeling of houses constructed by the original Developer, Bill A. Hodges Construction Co., Inc. and all plans shall be subject to written approval by the Developer.
 - (b) All roofs shall be constructed of cedar shake shingles.
 - (c) Each house shall contain not less than one-thousand seven-hundred-fifty (1,750) square feet of habitable living space, excluding basement and garage provided, however a two story house shall contain not less than two-thousand (2,000) square feet of habitable living space, excluding basement and garage.
 - (d) All services for utilities shall be placed underground where underground utilities are approved by the utility companies having jurisdiction. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises.
 - (e) Garages must be integral in design with the dwellings.
 - (f) No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye nor shall any substance, thing, or materials be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. All Lots and dwellings on Lots shall be maintained in a meticulous and well kept condition at all times.
 - (g) Swimming pools, decks, patios and landscape features may be erected within all rear and side yards only with the prior written approval of the Homeowners' Association, or prior to the first annual meeting of the Homeowners' Association, with the prior written approval of the Developer, and as allowed under the building and zoning code in force at such time.
1. No detached outbuilding, as said term is defined herein, shall be erected on any Lot or on any part of said Lots. The term "detached outbuilding" as used in these covenants and restrictions, shall mean any carport, quarters for domestic servants, laundry room, tool or workshop, guest house, above ground swimming pool installation or any other structure of any kind which extends more than three feet above the normal surface of the ground, and which is detached from the single-family residence located or to be located on such building Lot.
2. No fence or fences shall be erected or maintained on any Lot or Lots without the written approval of the Homeowners' Association, or prior to the first annual meeting of the Homeowners' Association, without the written approval of the Developer.
3. It shall not be permissible to erect any temporary building on any building site, except during construction, and no outbuilding of any kind shall be used for occupancy.

4. Except for structures which are permitted by other provisions hereof, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected on any Lot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the dwelling and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.
5. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem necessary for development purposes.
6. No garbage or trash incinerator shall be permitted on a Lot. The Lot Owner shall keep and maintain on said Lot, covered garbage containers in which all garbage shall be kept until removed from the Lot. Such garbage containers shall be kept at all times, at the option of the Lot Owner, either within a side or rear yard or within underground garbage receptacles located on the Lot. In no event shall garbage containers create a visual detriment to the Subdivision.
7. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Homeowners' Association or, prior to the first annual meeting of the Homeowners' Association, by the Developer.
8. No horses, cattle, swine, reptiles, game birds or poultry shall be kept, permitted, raised or maintained on any Lot on said land. No other animals, birds, or fowl shall be kept, raised or maintained on any such Lot except for normal use of the occupants, and not for any commercial or breeding use. No pets shall be permitted to run at large unless accompanied by their owners and unless on a leash.
9. The Developer, for itself and its successors and assigns, hereby reserves and is giving a perpetual, alienable and reasonable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewer disposal purposes or for the installation, maintenance, transmission and use of drainage, sewage and other conveniences or utilities on, over and under all of the easements shown on the said plat (whether such easements are shown on the said plat to be drainage, utilities or other purposes) and on, over and under a 10-foot strip along the interior side lot lines of each Lot shown on the said plat, and the Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph except as mandated by the Metropolitan Planning Commission, Knox County, and the utility companies servicing the Subdivision.
10. The owners of the Lot or Lots subject to the privileges, rights and easements referred to in Paragraph 15 herein shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns except as herein stated.
11. Whenever there shall have been built or there shall exist any structure or condition which is in violation of these covenants and restrictions, the Homeowners' Association, or prior

to the first annual meeting of the Homeowners' Association, the Developer shall give notice to the Lot Owner involved and the Lot Owner shall have ten (10) days within which to remove any structure or correct any condition which is in violation of these covenants and restrictions. In the event the Lot Owner fails to remove any such structure or correct any such condition after the expiration of ten (10) days, then and in that event the Homeowners' Association and/or the Developer shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Lot Owner of such property, which expense shall be payable by such Lot Owner to the Developer on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Homeowners' Association and/or the Developer liable in any way for any damages on account thereof. The Developer shall have a lien on said property until the expense is paid.

12. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions.
13. The Developer reserves and shall have the sole right prior to the first annual meeting of the Homeowners' Association (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of these covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained.
14. The covenants and restrictions as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and shall be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January A.D. 2004, and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 20 years each, unless within six months prior to the first day of January, A.D. 2004, or within six months preceding the end of any such successive 20 year period, as the case may be, a written agreement executed by the then owners of a majority of the Lots shown on said plat of Franklin Hill shall be placed on record in the Office of the Register of Deeds of Knox County, Tennessee, in which written agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of 20 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.
15. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.
16. No building or any part thereof, including garages and porches, shall be erected on any Lot closer than 35 feet to the front street line, or closer than 8 feet to either side Lot line, or closer than 25 feet to the rear Lot line (provided, however, that in the case of corner Lots the set back from the side street line shall not be less than 35 feet). Where one or

more Lots are acquired as a single building site, the side Lot lines shall refer only to the Lot lines bordering the adjoining property owners. Notwithstanding anything to the contrary herein the Developer shall have the right to permit reasonable modifications of the setback requirements where in its discretion strict enforcements of these setback provisions would work a hardship.

17. No large trucks and no commercial type vehicles shall be stored or parked on any Lot except while parked in a closed garage nor parked on any street in the Subdivision except while engaged in transporting to or from a residence in the Subdivision. No automobiles, light duty trucks, motorcycles or any other motor vehicle shall be parked or stored long-term on any street in the Subdivision.
18. No private residence erected upon any Lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed, as herein required; nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within twelve (12) months from the start thereof, provided, that the Developer may extend such time when in its opinion conditions warrant such extension.
19. Notwithstanding any provisions contained herein to the contrary, the Developer reserves the sole and exclusive right to control and approve the construction, removal or other improvements on or to each structure or Lot in the manner and to the extent set forth herein. No residence or other building, or other structure or improvement, regardless of size or purpose, shall be commenced or erected on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, size, materials, floor plans, exterior color and orientation on the building Lot, construction schedule, and such other information as the Developer shall require, including if so required, plans for the grading and landscaping of the building Lots showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Developer and until a copy of all such plans and specifications, as finally approved by the Developer, have been lodged permanently with the Developer. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in the Developer's opinion for any reason, including purely aesthetic reasons. In the event the Developer fails to approve or disapprove such building plans and specifications within thirty (30) days after the same have been submitted to it as required above, the approval of the Developer shall be deemed to have been complied with. However, no residence or other building, structure or improvement which violates any of the covenants and restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building Lot on said land.
20. In addition to the provisions contained herein relating to amendment and/or waiver of these covenants and restrictions, these covenants and restrictions may also be amended or waived by the members of the Homeowners' Association only after the first annual meeting of the Homeowners' Association in the following manner:
 - (a) Written notice of the time and place of the meeting which specifically states the amendment(s) and/or waiver(s) to be considered shall be delivered to the residence of each member of the Homeowners' Association and the office of the Developer at least ten (10) days before the meeting.

- (b) The amendments and/or waivers must be adopted by 75% of the Lot Owners.
- (c) Amendment(s) and/or waiver(s) so adopted shall be effective when reduced to a writing executed by any two officers of the Homeowners' Association, and placed on record in the office of the Register of Deeds for Knox County, Tennessee.

SUMMARY OF EXHIBITS & AMENDMENTS

- **Exhibit A, B, & C:** Legal descriptions of Phase One, Phase Two, and Future Development Land of the Franklin Hill property originating from the Southern line of Kingston Pike.
- **Exhibit D (Charter of Incorporation):** Establishes the non-profit Franklin Hill Homeowners' Association, Inc., located at Suite 603, Franklin Square, 9724 Kingston Pike, Knoxville, Tennessee 37922.
- **Exhibit E (Bylaws):** Outlines Association operations, member voting rights, meeting protocols (annual and special), Board of Directors powers, grievance procedures, and the fiscal year (January 1 to December 31).
- **First Amendment (Nov 15, 2000):** Replaced Section 6(b) to allow roofs to be constructed of either cedar shake shingles or "architectural dimensional shingles" manufactured by Elk Corporation, Prestique Plus brand (40 year rating) in Weatheredwood color.
- **Second Amendment (Nov 13, 2003):** Updated shingle requirements to 50-year rating. Restricted satellite dishes to a maximum of 1 meter in diameter. Added specific requirements for Quoizel street lights and Salsbury Industries mailboxes, and reduced the required vote to amend the restrictions from 75% to 66 2/3%.
- **Third Amendment (Apr 21, 2013):** Further updated roof specifications to include "architectural dimensional shingles" with an Ultra High Definition design, 130 mph wind resistance, and 50-year limited lifetime warranty. Specified that gutters must be copper or aluminum (dark bronze or brown).