

VILLAGE GREEN SUBDIVISION

416.00

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14

STATE OF TENNESSEE )  
                          ) ss.  
COUNTY OF KNOX     )

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This Declaration of Covenants and Restrictions is made and entered into as of the first day of November, 1990, by the undersigned, being the owners of a majority of the lots within Village Green Subdivision, hereinafter referred to as the "Owners".

WITNESSETH

WHEREAS, Restrictive Covenants are currently in effect in Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 of Village Green Subdivision; and

WHEREAS, said Restrictive Covenants provide that said covenants may be changed in whole or in part by vote of the majority of the then owners of lots in Village Green Subdivision; and

WHEREAS, the owners of lots in Village Green Subdivision have by vote of the majority of the then lot owners, written evidence of which is held in the files of the Association, elected to change said restrictive covenants by enacting new restrictive covenants applicable to all units of Village Green Subdivision.

NOW, THEREFORE, the Owners declare that the real property described in Article 2 below, and such additions thereto as may hereafter be made pursuant to Article 2 below, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE 1  
DEFINITIONS

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

- (a) "Association" shall mean and refer to the Village Green Homeowners Association, Inc.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article 2, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land owned by the Association for the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined and properties held or purchased by any religious group, organization or association.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.
- (g) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage,

*See MB 2043 pg 464- Appendix*

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shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article 3, Section 1, hereof.

(i) "Board of Directors" shall mean the Board of Directors of the Village Green Homeowners Association, or its designated agent.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Knox County, Tennessee, and is more particularly described as follows:

SITUATED in District Number Six (6) of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being all of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 of Village Green Subdivision as shown by maps of said units appearing of record in Map Book 43-S, page 43; Map Book 43-S, page 49; Map Book 44-S, page 32; Map Book 44-S, page 53; Map Book 44-S, Page 60; Map Book 46-S, page 22; Map Book 46-S, page 23; Map Book 48-S, page 22; Map Book 52-S, page 55; Map Book 53-S, page 25; Map Book 54-S, page 37; Map Book 54-S, Page 38; Map Book 57-S, page 9; Map Book 57-S, page 10; Map Book 61-S, page 8; Map Book 63-S, page 7; Map Book 64-S, page 92; Map Book 71-S, page 17; and Map Book 67-S, page 15, all of record in the Register's Office for Knox County, Tennessee and being more fully bounded and described as shown on the recorded maps, to which reference is hereby made.

Section 2. Additional Property. Additional real property may become subject to this Declaration by recordation of additional declarations containing essentially the same substance as the instant Indenture in the sole discretion of the Association. Any subsequent Declarations of Covenants and Restrictions shall interlock all rights of members to the Association to the end that all rights resulting to members of the Association shall be uniform as between all units of Village Green Subdivision.

## ARTICLE 3

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a lot. Ownership in fee of one lot shall entitle the owner or owners of said lot to one vote. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

## ARTICLE 4

### PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. Title to common properties shall be held by the Association.

Section 3. Extent of Members' Easements. The rights and easements or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3rds) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken;

Section 4. Members' Unrestricted Access to Common Properties. The rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Property in a unit of Village Green Subdivision in which such Member is not a resident. Common Property belonging to the Association shall be accessible to all members of all lots wherever located within the properties.

Section 5: Parking Rights. The Association shall maintain the Common Properties' parking spaces, which are for the exclusive use of the Members, their families and guests.

#### ARTICLE 5 COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The owner of each Lot within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments are to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereof and/or costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The



Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Annual Assessments. The annual assessment shall be \$175.00 per lot. From and after January 1, 1991, the annual assessment may be increased or decreased by vote of the Members, as hereinafter provided.

Section 4. Special Assessments for Capital Improvements. In Addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. The Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Annual assessments owed by members of the Association under previous Declarations of Covenants and Restrictions shall remain due and payable and enforceable by the Association in accordance with the terms of the covenants and restrictions then in effect. Annual assessments for members of the Association as of the effective date of these restrictive covenants shall be due and payable on January 2, 1991 for the calendar year 1991 and thereafter on January second of each successive year for the following year. As each person or entity becomes a member, such new members' assessment for the current year shall be a pro rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a member of the Association. Upon a person or entity's ceasing to be a member of the Association, such member shall not be entitled to any refund of his or her annual assessment. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as



hereinafter provided, thereupon become a continuing lien on the property to secure the payment of the assessments which shall bind such property in the hands of the then Owner, his or her heirs, devisees, personal representatives, transferees and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Transfer of the encumbered property shall not extinguish the lien except for a transfer pursuant to a foreclosure of a deed of trust encumbering the property.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of five percentage points over the prime rate for commercial banks as published on the last business day of each month by the Wall Street Journal, as it changes from time to time, or the maximum rate allowed by law, whichever is less. Should the publication of such rate be discontinued, then the rate shall be the maximum allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**Section 10. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Tennessee, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

#### **ARTICLE 6 TERM**

These covenants are to take effect as of January 1, 1991, and shall be binding on all parties and all persons claiming under them until January 1, 2001 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the owners of lots it is agreed to change said covenants in whole or in part.

#### **ARTICLE 7 ENFORCEMENT**

If any person or persons or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any owner as defined herein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and either to prevent them from so doing, or to recover damages or other dues for such violation, including attorney's fees and other costs.

#### **ARTICLE 8 SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions, which shall remain



in full force and effect. It is the intent of the parties that these covenants shall serve to modify all previously recorded covenants as set forth herein. Should these covenants be declared by a Court of competent jurisdiction to be invalid in whole or in part, then that portion of the prior restriction modified or replaced by the invalid provision shall be reinstated as if it had been automatically extended.

**ARTICLE 9**  
**LAND USE AND BUILDING TYPE**

All the lots in the Subdivision shall be known and designated as residential lots, unless otherwise noted. No structure shall be erected, altered, placed or permitted to remain on any of the said lots other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage or garages, except by approval and sanction of the Board of Directors of the Association.

**ARTICLE 10**  
**BUILDING LOCATION**

No building shall be located on any lot nearer to the front line than 50 feet, nor nearer to the side street line than 35 feet. In any event, no building shall be located on any lot nearer than 50 feet to the front lot line unless special permission is given in hardship cases and then no less than 35 feet from said front line. No building shall be located nearer than 15 feet to the boundary line of a lot or lots owned by other persons. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, this shall not be construed to permit any portion of the building to encroach upon another lot. Carports or roofed porches shall be considered as part of the building and shall not be nearer than 15 feet to any lot line or in front of any building setback line, as shown on the maps of record referred to above.

**ARTICLE 11**  
**DIVISION OF LOTS**

Not more than one dwelling house may be erected on any one lot, as shown on the recorded map and no lot as shown on said map may be subdivided or reduced in size by any method, voluntary alienation, partition, judicial sale, or other process, or process of any kind, except for the explicit purpose of increasing the size of another lot.

**ARTICLE 12**  
**DWELLING SIZE**

No dwelling shall be erected, placed, altered, or permitted to remain on any lot in Village Green Subdivision, unless the ground floor area contains at least 1500 square feet in the case of a one-story dwelling, 1000 square feet on the first floor in the case of a two story dwelling, together with at least 800 square feet in the second floor; in the case of a split-level dwelling the same must contain 1500 square feet on the living room or main floor and on the second floor level; in the case of a split-foyer dwelling, the same must contain at least 1500 square feet in the upper levels; in the case of a basement type dwelling the same must contain 1400 square feet in the top level. All roofs shall have a minimum pitch of 6 and 12 (6/12) unless waived by the Board of Directors of the Association. Basements, open porches, garages and carports shall not be considered in estimating the square footage of living area space. The Board of Directors must pass upon the requirements for all dwellings.

**ARTICLE 13**  
**BUILDING PLAN APPROVAL**

No building shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and a plan showing the location of the building have been submitted to the Board of Directors at its regular monthly meeting or to the President of the Association by U. S. Mail, Certified Return Receipt,



and approved in writing by the Board of Directors of the Association as to quality of workmanship and materials, harmony of external design with existing structures, and topography and finish grade level and elevation. In the event the said Board fails to approve or disapprove such plans or specifications within 30 days after the same have been submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fully satisfied. Further, such plans must be left with the Board during the period of construction after approval. In the event the Board rejects plans submitted for approval under this covenant, upon written request that approval be given to the Board by 75% of lot owners within the subdivision unit in which the proposed construction or modification is to be performed, then same shall be deemed approved by the Board.

**ARTICLE 14**  
**NUISANCES**

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

**ARTICLE 15**  
**TEMPORARY STRUCTURES**

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

**ARTICLE 16**  
**EASEMENTS**

Easements five feet in width have been reserved along all boundary lines for the installation and maintenance of telephone and electric lines and for drainage. Easements have also been reserved for the purpose of installing water lines which shall run from the main to each lot in the Subdivision. No other easements, rights-of-way or rights of access shall be deemed granted or in any way given to any person or companies through any lot in this Subdivision unless permission is given in writing by the Association.

**ARTICLE 17**  
**COMMISSION OF WASTE AND UNSIGHTLINESS**

At no time shall any lot or parcel be stripped of its top soil or trees, nor shall it be allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes shall be permanently stored upon any lot excepting storage for a reasonable time until the construction for which they are to be used is completed. No person shall place on any lot in the Subdivision refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be notified by the Association to correct said procedure within five days, and if the same is not done, subject person shall pay the cost of removal and be subject to injunctive process.

**ARTICLE 18**  
**RESIDENCE/VACANT LOT MAINTENANCE**

The owner of each lot, whether such lot be improved or unimproved, shall keep such lot free of tall grass exceeding twelve inches, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish and shall keep such lot in a neat and attractive condition at all times. In the event that the owner of any lot fails to comply with the preceding sentence, the Association shall have the right, but not the

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obligation, to go upon such lot and cut and remove tall grass, undergrowth and weeds and remove rubbish and any unsightly or undesirable things and objects therefrom and do any other thing and perform any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such lot, which expenses shall be a lien on the property as an assessment and payable by such owner to the Association on demand.

ARTICLE 19  
SIGNS

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

ARTICLE 20  
MOTOR VEHICLES

No cars, vehicles, etc., without up-to-date license tags and tires on all wheels may be parked on any lot. All vehicles, campers, recreational vehicles, boats and utility trailers must be parked on a concrete or asphalt pad. No gravel parking areas are permitted, nor shall any driveway or walk be in gravel. Campers, recreation vehicles, boats, utility trailers etc., shall not be parked in front yards nor in the street. These vehicles must be parked to the side or rear of said dwelling or in a garage or basement.

ARTICLE 21  
LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred, or kept on any lot, except that household pets such as dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

ARTICLE 22  
GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage, or other waste shall be kept except in sanitary covered containers. Equipment for the storage of such materials shall be kept in a clean and sanitary condition.

ARTICLE 23  
FENCES AND WALLS

No fences or walls shall be erected, placed, or altered on any lot or parcel unless approved by the Board of Directors of the Association.

ARTICLE 24  
SWIMMING POOLS AND TENNIS COURTS

Tennis courts and in-ground swimming pools are permissible. Above-ground pools are prohibited. Pools must have attractive and secure fencing around them. Tennis courts must have attractive shrubbery and screening around them. Tennis courts and swimming pools must be approved by the Board of Directors.

ARTICLE 25  
WAIVER

The Association hereby reserves the right in its absolute discretion at any time to waive, any of the restrictions, conditions or covenants contained herein, as to any part of the Village Green Subdivision.



ARTICLE 26  
ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to the Association in this Declaration may be assigned to any one or more not for profit corporations or assigns operating primarily as a community association for the Village Green Homeowners Association, Inc., and agreeing to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Association and Association shall thereupon be released therefrom.

ARTICLE 27  
COUNTERPARTS

This document may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed on the dates indicated below.

1	<u>Deborah A. Campbell</u> OWNER	<u>12-3-90</u> DATE
2	<u>John Harold Jones</u> OWNER	<u>12-3-90</u> DATE
	<u>Mary Frances De La Roche</u> OWNER	<u>12-3-90</u> DATE
	OWNER	DATE
3	<u>Denver D. Scott</u> OWNER	<u>12-3-90</u> DATE
4	<u>Ganet K. Scott</u> OWNER	<u>12-3-90</u> DATE
5	<u>Virginia A. Jones</u> OWNER	<u>12-3-90</u> DATE
6	<u>M. J. Wilder</u> OWNER	<u>12-3-90</u> DATE
7	<u>Terrence A. Campbell</u> OWNER	<u>12-3-90</u> DATE
8	<u>John J. Cavendish</u> OWNER	<u>12-3-90</u> DATE
9	<u>Mary E. Howe</u> OWNER	<u>12-3-90</u> DATE
10	<u>William M. Howe Jr.</u> OWNER	<u>12-3-90</u> DATE

