

HUNTER'S RIDGE WAY HOMEOWNERS' ASSOCIATION RESTRICTIONS

Known by men by these presents, that whereas, the undersigned members of subdivision known as Hunter's Ridge Way Homeowners' Association, Knox County Tennessee, and recorded in Deed Book 215 Page 192, and Deed Book 201, Page 408 to which reference is here made and being all lots as shown on plat of record in Map File _____ in the Registrar's office for Knox County, Tennessee.

Therefore, in consideration of the premises, the undersigned has fixed and does hereby impose the following uniform set of restrictions regulating the use and ownership of all the lots in said *Hunter's Ridge Way* Subdivision, said restrictions to run with the land.

1. **SQUARE FOOTAGE and USAGE:** Unless otherwise approved by Declarant in writing, all houses with one, one and one half, or two stories shall contain at least 800 square feet on the ground floor and a total of at least 1250 feet for both floors. Houses with one floor or one floor and a basement shall contain at least 900 square feet on the uppermost level. The computation of square footages shall be exclusive of porches and garages.

2. **MOBILE HOMES AND MANUFACTURED HOMES:** Mobile homes and Manufactured homes shall be permitted; however, before any mobile home may be placed on any lot, Declarant must grant approval in writing. Any mobile home placed on any lot must be in a state of good repair, and must be underpinned and skirted within 15 days after it is placed on the lot. Only homes of doublewide construction with a minimum of 1120 square feet will be permitted in this development. Only homes with shingled roofs and vinyl siding will be permitted. Each home shall be underpinned, have permanent utility connects and have hitches removed, prior to occupancy and be landscaped and maintained in accordance with other properties in the neighborhood. All manufactured homes will have approved front porches with deck and railing constructed, stained or painted in an attractive manner and no less than forty-eight (48) square feet in size, not including the wood or iron steps.

3. **TRANSFER AND ASSIGN:** Declarant 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 it by any part or paragraph of these covenants and restrictions.

4. **NUMBER OF DWELLINGS:** Not more than one dwelling (house, mobile or manufactured home) may be erected on any lot within this subdivision regardless of acreage.

5. **RESUBDIVIDING:** No lot may be re-subdivided in order to create a larger number of lots.

6. **COMBINING LOTS:** Two or more lots may be combined to form a large lot and a residence constructed upon the division lines of the lots so long as the utility easement reserved along lot lines is not currently occupied by utilities.

7. **OUTBUILDINGS AND OUTSIDE STRUCTURES:** Only one storage building and garage or two storage buildings will be permitted per lot. Utility buildings may be constructed on the property either attached or unattached to the main residence provided that said utility building constructed of the same material as that of the residence or have the same general overall appearance as the main residence complying properly with the applicable easements and setback lines. All satellite dishes, propane tanks or storage tanks must be placed properly at the rear or side portion of the lot and must be screened with materials matching the house or visually screened with shrubbery, landscaping or fencing hiding them from plain view. No radio towers, clotheslines or any other substantial structure obscuring the view shall be maintained or permitted on any of the front lots in the subdivision. Small 18" satellite dishes are permitted on top of the home.

8. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period. Special occasion signs will be permitted however must be removed within 72 hours of posting. Examples of these signs are birthday parties, family reunions, lawn sale, etc.



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9. **GARDENS:** Vegetable gardens may be planted on any lot; however, any such garden shall only be to the rear of any house on the lot.

10. **CAMPING:** *Long term* camping upon the property is prohibited. Families are permitted to enjoy short term recreational camping in the rear of their residents. However, loud, late night noise or unattended controlled campfires will **not** be tolerated. Property owners must obtain fire and burn permits prior to any type burning.

11. **INOPERATIVE/OPERATIVE VEHICLES/EQUIPMENT:**

No **inoperative** cars, trucks, or motorcycles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours. This provision shall not apply to any such vehicle kept in an enclosed garage.

There shall be **no** major repairs performed on any motor vehicle on or adjacent to any lot in the subdivision unless performed inside a closed garage.

Adequate off-street parking must be provided on any and all lots with residential use. Vehicles shall not be parked on the road or right-of-way with the exception of emergencies and short-term family visits.

Operative RV's, campers, trailers, boats, motorcycles, or other type vehicles shall be allowed to remain on lot providing that said vehicle is well maintained and properly stored to the rear or side of residence.

12. **LOT UPKEEP:** Each lot must be kept neat and clean. Boxes, bottles, cans, trash, or other unsightly debris will not be allowed. Personal property other than porch and lawn furniture, vehicles, landscaping items or other items normally kept out doors, must be kept out of sight, in the rear of residence or inside a structure.

13. **MOWING:** Property owners of all unimproved lots will be held accountable for the upkeep and appearance of their lot(s). The lawns must be mowed at least once a month or bushhogged so as to maintain the overall appearance of Hunter's Ridge Way.

14. **AMENDMENTS TO THE RESTRICTIONS FOR HUNTER'S RIDGE WAY:** At any time a special Hunter's Ridge Way Homeowners' Association meeting maybe convened after proper notification to all property owners. At this meeting, by majority vote changes/amendments to these covenants in whole or in part will be permitted. Such changes must be recorded in the register of deeds office for Knox County, Tennessee, provided however, no amendment shall be made to alter the setback lines from any front, side, rear, or side street lot line. Any such amendment shall not apply to any lot owned by Grantor unless Grantor has joined in said amendment. Upon acceptance by the majority of Hunter's Ridge Way property owners and verified by their signatures, these restrictions shall remain in effect for 5 years at which time at the Homeowners' annual meeting in the fifth year shall review these restrictions and make amendments if majority deems necessary.

15. **HOMEOWNERS' ASSOCIATION:** A Homeowners' Association known as the HUNTER'S RIDGE WAY Homeowners' Association shall be formed to enforce these restrictions and to control the use of any areas in the subdivision common to all owners. Ownership of a lot in the subdivision shall entitle the owner to membership in the association and each lot shall be entitled to one (1) vote in the association affairs. The Association shall have the authority to bind the lot owners for expenses of providing such common areas.

DUES: Each new member shall pay an initial registration fee of \$25.00, and \$10.00 per month thereafter. Annual dues shall not exceed \$120.00 per member per year. The dues may be paid at least monthly. Each household shall pay dues as one member.

DEFINITION: "Association" shall mean the aggregate of lot owners in Subdivision. "Owner" shall mean and refer to the recorded owner of fee simple title to any lot which is a part of the Subdivision but excluding those having such interest only as security for the performance of obligation. "Subdivision" shall mean and refer to lots 5 - 44 of Hunter's Ridge Way Subdivision.

16. **ANIMALS:** No animals, livestock, or poultry of any kind shall be kept, used or bred on any of said lots either for commercial or private purposes, except for the usual domestic pets provided that the same are not allowed to run at large and do not otherwise constitute a nuisance to the neighborhood. Dogs must be kept on a leash or restrained within the property owner's property lines. The Association will NOT be held liable for any dog bites, injuries caused to others, property damage, or any other unforeseen injury or damage resulting from an unmanaged or unrestrained dog.



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17. **FENCES:** Fences will be permitted to the side and back of the home. Fences to the front of the home must be pre-approved by the Board of Directors of the Hunter's Ridge Way Homeowners' Association. Fences are to be of acceptable construction, color and material.

18. **POOLS AND OTHER STRUCTURES:** An in-ground or above ground swimming pool is permitted, providing the pool is located to the rear of the home and enclosed by a fence. The pool must be properly maintained and if unused and not maintained will be removed immediately at the owner's expense. Other structures such as a gazebo will be also permitted at the rear of residence.

19. **PROPERTY RIGHTS:** Every owner shall have the easement for ingress, egress and regress which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions: (a) The right of the Association to dedicate or transfer or utilize for such purposes and subject to such conditions as may be agreed to by the Owners No such dedication or transfer shall be effective unless approved by a vote of at least 67% of the Owners.

20. **COVENANT FOR MAINTENANCE ASSESSMENTS:** (A) The Declarant for each lot owned within the subdivision, hereby covenants, and each owner for any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association his/her pro-rata portion of all costs of maintaining, improving, and protecting the easement to the extent two thirds of the Association may from time to time vote to incur such costs (the "Assessments"). (B) The assessments levied by the Association shall be used exclusively for improvement and maintenance of the easement, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes, if any, assessed against the Easement, the employment of attorneys to represent the Association when necessary and such other needs as may arise. Remedies (C) Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such Assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Easement or abandonment of his lot.

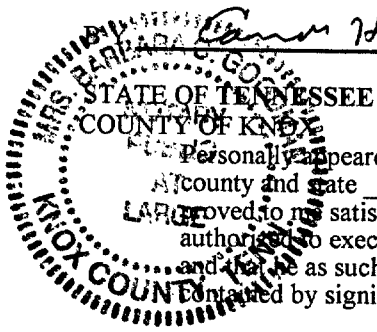
21. **VIOLATIONS OF RESTRICTIONS:** If any person, firm, corporation, or other entity shall violate or attempt to violate any of these restrictions, it shall be lawful for the Grantor, the Hunter's Ridge Way Homeowners' Association, or any person or persons owning a lot on said land to prosecute proceedings at law or at equity to obtain damages or to restrain violation of these restrictions. The remedies in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure to the Grantor, The Hunter's Ridge Way Homeowners' Association or the Grantors successors or assigns, to enforce any restriction or any obligation, right of power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach and violation thereof occurring prior to or subsequent therein. Any lot owner found in violation of these restrictions shall be obligated to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent. The **invalidity** of one or more of any part of one shall in no way impair the validity of the remaining restrictions or part thereof.

If the homeowner fails to comply with said restrictions, the homeowner will be: (1) Notified by the President and Secretary with a verbal notice. (2) If homeowner does not appropriately respond within 15 days to the request, a certified written notification will be sent. (3) If homeowner does not comply with written notification, the matter will be taken to the Board of Directors for legal action.



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IN WITNESS WHEREOF, this document has been executed on this the ____ day of _____
Hunter's Ridge Way Homeowners' Association



Carol H. Rousseau

Personally appeared before me, the undersigned authority, a Notary Public in and for said
county and state _____ the within named bargainer, with who I am personally acquainted (or
known to me satisfactorily) and who acknowledged himself to be the member (or other officer
authorized to execute the instrument) of the Hunter's Ridge Way Homeowners' Association
and that he as such member, executed the foregoing instrument for the purposes therein
contained by signing the name of the Carol H. Rousseau Association member.

Mrs. Barbara C. Goodman
NOTARY

My Commission Expires My commission expires Jan. 7, 2003

THIS INSTRUMENT WAS PREPARED BY

Anita L. Rousseau, Secretary

NAME ADDRESS

7507 Hunter's Ridge Way
Knoxville, TN 37914



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