

This Instrument Prepared By:  
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**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**CABBAGE DRIVE PROPERTY**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR CABBAGE DRIVE PROPERTY is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by **HINTON VACATION PROPERTIES LLC**, a Florida limited liability company (herein referred to as the “Hinton”).

WITNESSETH:

WHEREAS, Hinton is the owner of that certain Property (defined in Article I herein) and desires to provide certain covenants and restrictions for the benefit of the Owners of the Property and their successors and assigns;

WHEREAS, Hinton desires to place certain covenants and restrictions upon the use of all Tracts (defined in Article I herein) and portions of such Tracts for the benefit and protection of the Owners thereof, in order to establish and maintain a sound value for any and all dwellings constructed thereon, an aesthetic quality of the community and a respectful, caring, and neighborly environment; and

WHEREAS, by accepting a deed for any Tract of the Property, such Tract Owner, their successors and assigns, acknowledge and agree to be bound by the covenants and restrictions herein set forth.

NOW, THEREFORE, Hinton declares that the real property described in Article I as the “Property” and the “Tracts,” respectively, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions set forth in this Declaration.

ARTICLE I  
DEFINITIONS

“Declaration” shall mean the covenants, restrictions, and all other provisions set forth herein, as the same may from time to time be amended.

“Owner” shall mean and refer to the recorded owner, whether one or more Persons, of the fee simple title to any Tract which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation (e.g. – a mortgagee), except in the event such party acquires title by foreclosure of such security.

“Person” shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

“Plat” shall mean and refer to that certain plat entitled Survey “a Division of: Laranja Encosta LLC, Property, District 6, Knox County, Tennessee, CLT Map 28 Parcel 112.04 & Instruction # 201206080069778, Date September 24, 2020” by Chris Rudd Surveyors, 925 Hiawasse Ave, Knoxville, Tennessee 37917, email: PKRCLR@aol.com, (865) 806-7183” of record at Instrument No. 202010280035051, in the Register's Office for Knox County, Tennessee, and any amended or supplemental map of the Property subsequently recorded in the Register's Office for Knox County, Tennessee.

“Property” shall mean and refer to all of the Tracts as set forth on **Exhibit A** hereto and the Plat, collectively, together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration. No other property shall be subject to this Declaration unless specifically added by a written amendment hereto.

“Hinton ” shall mean and refer to (i) HINTON VACATION PROPERTIES LLC, a Florida limited liability company, together with its successors or assigns to the rights of the Hinton specifically.

“Hinton Control Period” is the period commencing on the Effective Date and ending on the date which is 60 days after the earlier of (i) five (5) years from the date or recordation of this Declaration in the Register’s Office of Knox County, Tennessee or (ii) the date on which the Hinton has sold all of the Tracts to a third party(ies) other than the Hinton .

“Structure” shall mean and refer to (i) any-thing or object, the placement of which upon any Tract may affect the appearance of such Tract, including by way of illustration but not limitation, any building, residence, home, or part thereof, garage, porch, gazebo, shed, greenhouse, coop, or cage, covered or uncovered patio, swimming pool, tennis court, basketball goal, fence, curbing, paving, wall, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Tract; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon, or across any Tract, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or which causes a drainage change from, upon, or across any Tract; and (iii) any change in grade at any point on a Tract of more than twelve (12) inches, whether or not subsection (ii) of this Section 9 applies to such change. No reference to any of the foregoing things or objects which will be deemed to be a “Structure” shall indicate or imply that all of such things or objects are permitted Structures under the terms and provision of this Declaration.

“Tract” shall mean and refer to any one (1) of the five (5) individual parcels denoted as “Lots” or “Tracts” on the Plat: Tract 2, Tract 3, Tract 4, Tract 5 or Tract 6 (collectively, the “Tracts”), as shown on the Plat, or any portion thereof which is subdivided pursuant to the terms of this Declaration upon which a single-family residence may be constructed. Tract 2, Tract 3, Tract 4, Tract 5 and Tract 6 shall be referred to collectively herein as the “Tracts.”

## ARTICLE II

### GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Tracts and to all Structures erected or placed thereon:

Section 1. Residential Use. All Tracts shall be restricted exclusively to single-family residential use. No Tract or any portion thereof, shall at any time be used for any manufacturing, commercial, business, or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent any home offices, hobbies, or workshops on any Tract as long as the same are conducted or maintained by the Owner of said Tract.

Section 2. Temporary Buildings. No temporary building, trailer, mobile home, garage, or building shall be used, temporarily or permanently, as a residence on any Tract except as temporary sleeping or living quarters required or desirable for security purposes during construction of an Owner’s residence on said Tract.

Section 3. Tracts and Setbacks.

(a) No Structure shall be erected or placed on any Tract unless its location is in compliance with any and all setback lines, rules and regulations mandated by Knox

County, Tennessee.

(b) *Omitted.*

(c) Tracts located within the Property may not be subdivided.

Section 4. Improvement of Tracts. All construction of dwellings, accessory structures and all other improvements on any Tract or portion of the Property shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, codes, rules, regulations, and orders of all applicable governmental agencies and authorities.

(b) All residences shall be single-family and consistent in architectural style with the other residences located on the Tracts.

(c) Except for the simulated wood products commonly known by the trademark "hardy board," concrete, concrete block, and cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory Structure constructed or placed on any Tract.

(d) Vinyl siding may be used as a building material for the exposed exterior surface of any dwelling or accessory Structure constructed or placed on any Tract.

(e) No Chain-link fence shall be erected on the front or side portion of any Tract. Furthermore, no chain-link fence shall be erected on any Tract if the erection of such chain-link fence would be visible from Cabbage Drive, Knoxville, Knox County, Tennessee.

(f) No modular home shall be placed or erected on any Tract.

(g) The enclosed, heated living areas (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of any one-story dwelling constructed on any Tract

shall contain a minimum of 1,800 square feet. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of any one and one-half story or two-story dwelling constructed on any Tracts shall contain a minimum of 2,200 square feet with a minimum of 1,500 square feet on the main floor.

(h) The Owner of any Tract shall not be required to commence construction on said Tract within any time period after the Tract is purchased; provided, however, any Owner shall be required to complete construction within eighteen (18) months from commencement of said construction. For purposes of this Subsection 4(h), construction shall be deemed to commence at the commencement of excavation on the Tract.

#### Section 5. Building Construction Standards.

(a) The exterior building materials of at least the front side of any Structure erected or placed on any Tract shall be brick, stone, manufactured stone, vinyl, wood, simulated wood products commonly known by the trademark "hardy board," or stucco in order to maintain the consistency of the architectural character of the Structures located on the Property.

(b) The roof and roofing materials of every dwelling or other Structure on the Property shall be consistent with surrounding homes located on the Tracts, and the majority of the roof pitch of each such dwelling or Structure must be at least 6/12 or steeper.

#### Section 6. Rules for Tracts.

(a) The dwelling house on a Tract, may be leased by an Owner, provided that said lease is in writing and said lease is for a period of ninety (90) days or longer and does not contain a termination provision which would potentially reduce the term to a period of less than ninety (90) days. All leases must provide that the tenant will not violate any terms of this Declaration. Short term and overnight rentals are expressly prohibited.

(b) Domestic household pets (e.g. - cats or dogs) shall be permitted to live in any Structure on any Tract. Horses, chickens, or goats shall be permitted on the Tracts so long as

such animals are properly retained by adequate fencing and such Owners comply with all other governmental rules and regulations concerning the ownership of such animals. No other farm type animals shall be permitted on any Tract. All animals shall be under the proper supervision and control of the Owner at all times. No animal shall be permitted to unreasonably interfere with another Owner's use and occupancy of their Tract or Structure (i.e. excessive barking). Each Owner is responsible for cleaning up after its pet(s). Notwithstanding the foregoing, the allowance of such animals set forth in this Subsection does not mean that such animals are allowed to be kept on the Tracts by law.

(c) All equipment and garbage cans serving a Structure shall be kept in the designated areas and otherwise inside such Structure at all times. All rubbish, trash or garbage shall be regularly removed from the Structure and shall not be permitted to accumulate therein. No items shall be stored outside of any Structure

(d) No automobile or other vehicle parking shall be permitted on any Tract for non-operable vehicles.

### ARTICLE III

#### GENERAL PROVISIONS

Section 1. Enforcement. All Owners and the Hinton shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions and conditions now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Hinton to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any Owner or the Hinton shall successfully prosecute in law or equity an action pursuant to this Section of this Declaration, then such Owner or the Hinton shall be entitled to recover his, her, or its reasonable attorney's fees and the costs reasonably necessary to prosecute such action against the party in violation the covenants and restrictions herein.

Section 2. Severability. If any provision of this Declaration, or any paragraph, subparagraph article, section, sentence, clause, phrase, word, or the application thereof in any circumstance is held invalid, the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Rights and Obligations. Each Person owning any Tract, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall enure to the benefit of

such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 4. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property described herein until January 1, 2041 (the "Initial Period"), at which time, such covenants and restrictions shall be automatically extended for the successive periods of ten (10) years each, unless at least seventy-five percent (75%) of the Owners at the time of the expiration of the Initial Period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be recorded in the Register's Office for Knox County, Tennessee.

Section 6. Waiver and Modification. This Declaration may be amended at any time and from time to time by the Hinton , unilaterally during the Hinton Control Period, or by an agreement signed at least seventy-five percent (75%) of the then Owners of the Tracts. Any such amendment shall not become effective until the instrument evidencing such amendment has been filed of record with the Register's Office for Knox County, Tennessee. Every purchaser or grantee of any interest in any Tract made subject to this declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that this Declaration may be amended as provided in this Section.

*{signatures on the following page}*

IN WITNESS WHEREOF, Hinton has executed this Declaration as of the day and year

first above written.

**HINTON VACATION PROPERTIES LLC,**

a Florida limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TENNESSEE     )

COUNTY OF KNOX         )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, \_\_\_\_\_, the \_\_\_\_\_ of HINTON VACATION PROPERTIES LLC, a Florida limited liability company, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument as \_\_\_\_\_ of HINTON VACATION PROPERTIES LLC, for the purposes therein contained.

Witness my hand and official seal at office this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**The Property**

**SITUATED** in the Sixth (6<sup>th</sup>) Civil District of Knox County, Tennessee, being Lot Nos. 2, 3, 4, 5, and 6 on the Plat of A DIVISION OF LARANJA ENCOSTA LLC PROPERTY, of record in Plat at Instrument No. 202010280035051, in the Register's Office for Knox County, Tennessee, to which Plat reference is hereby made for a more complete description of the property.

**BEING** the same property conveyed to Hinton Vacation Properties LLC, by Deed dated as of December 30, 2020, of record at Instrument No. 202101140056885, in the Knox County, Tennessee Register of Deed's Office.