


This document prepared by:
S. David Lipsey, Esq.
Lipsey Morrison Waller & Lipsey PC
1430 Island Home Avenue
Knoxville, TN 37920

Nick McBride
Register of Deeds
Knox County

AMENDED AND RESTATED


Knox County, TN Page: 1 of 22
REC'D FOR REC 3/30/2023 4:10 PM
RECORD FEE: \$112.00 T20230011456
M. TAX: \$0.00 T. TAX: \$0.00
202303300052805

DECLARATION OF COVENANTS AND RESTRICTIONS

FOX RUN HOMEOWNERS'S ASSOCIATION, INC.

KNOW ALL PERSONS BY THESE PRESENTS, that this Amended and Restated Declaration of Covenants and Restrictions is made and entered into and effective as of the 9TH day of February, 2023, by Fox Run Homeowners Association, Inc., a Tennessee Corporation, (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, the Association was incorporated under the laws of the State of Tennessee as a non-profit corporation for the purpose of exercising the functions set forth in the Declaration of Covenants and Restrictions Fox Run, Unit One, of record in the Office of the Register of Deeds in Knox County, Tennessee in Book 1999, Page 36 (the "Original Declaration");

WHEREAS, the Fox Run Subdivision was developed in multiple phases, with Declarations of Covenants and Restrictions and certain amendments thereto recorded with the Office of the Register of Deeds in Knox County, Tennessee. The Original Declaration and subsequently recorded Declarations and Amendments relative to the various phases of the Fox Run Subdivision are identified on **Exhibit A** attached hereto, and are collectively identified and referred to as the "Recorded Declarations;"

WHEREAS, the Board of Directors of the Association, having determined that an amendment to the Recorded Declarations was appropriate and necessary to update and consolidate such documents, formed a committee (hereinafter the "Committee") to review, research, and propose amendments to the Recorded Declarations;

WHEREAS, the Board of Directors and Committee developed proposed amendments to the Recorded Declarations, in the form of an Amended and Restated Declaration of Covenants and Restrictions, and published the same to the members of the Association;

WHEREAS, the Board of Directors opened a forum for residents to submit questions regarding the proposal, both in person at Scheduled Q&A meetings and through e-mail, to which the Board published its responses on the Association's website for the benefit of all members;

WHEREAS, pursuant to Article VI of the Recorded Declarations by majority vote of the Owners, the Recorded Declarations can be amended;

WHEREAS, a majority of the Owners in the Association voted to amend and restate the Recorded Declarations as provided herein for the purpose of consolidating the Recorded Declarations of the multiple phases of Fox Run Subdivision into a single document to promote consistency and ease of administration, and to update the Recorded Declarations following the Association's approval

of the Amended and Restated By-Laws of Fox Run Homeowners Association, Inc. of record in the Office of the Register of Deeds for Knox County, Tennessee as Instrument No. 202209130016808.

NOW, THEREFORE, the Association hereby amends and restates the Original Declaration and the Recorded Declarations as provided herein.

ARTICLE I

DEFINITIONS

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, any Supplemental Declaration.

- (a.) "Assessment" means such amounts as are required and collected by the Association for payment of the expenses of owning, managing, and maintaining the Common Properties and levied against the Owners by the Association in accordance herewith.
- (b.) "Association" shall mean and refer to the Fox Run Homeowners Association, Inc., its successors, and assigns.
- (c.) "Board of Directors" shall mean and refer to the Board of Directors of Fox Run Homeowners Association.
- (d.) "By-Laws" shall mean and refer to the By-Laws of the Association, as amended from time to time.
- (e.) "Common Properties" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.
- (f.) "Declaration" means this instrument as extended, supplemented, or amended from time to time in the manner herein provided.
- (g.) "Developer" means Fox Run, Inc., a Tennessee corporation, its successors and assigns
- (h.) "Director" shall mean and refer to a Director of the Board of Directors of Fox Run Homeowners Association.
- (i.) "Lot" shall mean and refer to all numbered residential Lots as shown on the recorded subdivision map of The Properties designated for use as residential lots by this Declaration or any Supplemental Declaration.
- (j.) "Owner or Member" shall mean and refer to the record owners, whether one or more persons or entities of the fee simple title to any Lot situated within The Properties but shall not mean or refer to any mortgagee or secured creditor unless and until such mortgagee or secured creditor has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (k.) "Membership Rights" shall mean and refer to use of Common Properties (including but not limited to amenities and open spaces) in accordance with rules and regulations promulgated by the Association and/or the Board, as well as those rights conferred under Article III.

- (l.) "Properties" shall mean and refer to the real property, and additions thereto, subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (m.) "Quorum" A quorum at any meeting shall consist of persons entitled to cast, or of proxies entitled to cast equal to one hundred and twenty-four (124) votes. This is one-third (1/3) of the entire membership of three hundred and seventy-two (372) Lots. However, if such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.
- (n.) "Short Term Rentals shall mean any residence rented for a period of less than six months.
- (o.) "Traditional Architecture" as used herein shall be defined as residential architecture categorized as Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, Gothic, and all other Traditional Single-Family Residential Architecture common in the United States and not typically referred to as Contemporary.
- (p.) "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat of The Properties or as may be provided for, in, or by this Declaration or any Supplemental Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The existing 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 in the legal descriptions referenced in the Recorded Declarations (see **Exhibit A**).

ARTICLE III

MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

Every person or entity who is the record Owner of a fee or undivided fee interest in any Lot within the Properties 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 record Owner of a fee or undivided fee interest in a Lot and expires upon the transfer or release of said ownership interest. The Association shall adopt By-Laws to govern its affairs and Member activities.

Section 2. VOTING RIGHTS.

All Members shall be entitled to one vote for each Lot in which they hold the interests required for membership in Section 1. 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.

Section 3. SUSPENSION OF MEMBERSHIP RIGHTS.

If an Owner shall have failed to pay, when due, any Assessment or charge lawfully imposed upon him or her or if the Owner, his or her family, tenants or guests shall have violated any of the covenants or restrictions contained in this Declaration or any rule or regulation of the Board regarding the use of all or a portion of the Properties or conduct with respect thereto, then the Board shall provide written notice to the Owner by mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedy action within twenty (20) calendar days of the mailing of aforesaid notice of violation, the Membership Rights (including voting rights) of the Owner, his or her family, tenants or guests shall be suspended, unless otherwise stated by the Board of Directors.

Section 4. BOARD OF DIRECTORS.

The Association shall be governed by a Board of Directors to be elected annually by the membership as set forth more fully in the By-Laws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS EASEMENTS OF ENJOYMENT.

Subject to the provisions of Section 3 below, 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.

No Owner/Member may change, remove, or modify any Common Properties including, but not limited to, the cutting of trees and shrubs, borrowing or taking of equipment or the use of utility services of Common Properties for personal use and enjoyment without approval by the Board.

Section 2. TITLE TO COMMON PROPERTIES.

Common Properties were conveyed to the Association by the Developer pursuant to that certain quitclaim deed dated and in Warranty Book ###, Page ## in the Knox County Register of Deeds.

Section 3. EXTENT OF MEMBERS EASEMENTS.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to take reasonable action to protect and preserve the rights and interests of the Association and its Members in and to the Common Properties, including but not

limited to rights to prevent the sale or foreclosure of the Common Properties by creditors or lien holders of the Association or Members;

(b) The right of the Association, as provided in its Charter and By-laws, to suspend the enjoyment rights of any Member for any period of time during which any Assessment remains unpaid, for any infraction of its published rules and regulations, or for violation of this Declaration;

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

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties or areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors and Members of said Association; provided, however, that no such dedication or transfer shall be effective or permitted unless approved by the Board of Directors and the membership of the Association pursuant to the By-Laws of the Association.

ARTICLE V

COVENANT FOR ASSESSMENTS AND FEES

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association; (1) Annual Assessments; (2) Special Assessments for Capital Improvement; (3) Compliance Assessments; and (4) a Transfer Assessment. Payment of the Annual Assessments, Capital Improvement Assessments and Compliance Assessments together with late fees pursuant to Article XI of the By-Laws and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be secured by a continuing lien upon the Lot owned by the Owner against which each such Assessment is made. Each such Assessment, late fee, and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time the Assessment becomes payable.

Section 2. PURPOSE AND COMPUTATION OF ASSESSMENT

The Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, security, recreation of the Association and beautification of the Common 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. This is not limited to the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The Assessments shall be specifically limited to the benefit of the Association and shall extend to and include the right to maintain and repair all Common Property and associated facilities, systems and structures.

Section 3. ANNUAL ASSESSMENTS

The Board of Directors shall be responsible for developing an annual budget for the operations of the Association for the current fiscal year and shall determine and set the Annual Assessment for the next fiscal year. The current fiscal year budget and Annual Assessment for the next year shall be presented to the Members of the Association at an Annual Meeting held each year. A summary of the current year annual operating budget and the annual assessment for the next year shall also be posted on the Association website. The Assessment for each year shall be a sum reasonably necessary to cover the operating expenses of the Association for the year and maintain a reserve over and above the budgeted operating expenses. Operating expenses are defined to be the expenses necessary to maintain on an annual basis the function and integrity of the Common Properties of the Association.

Notice of the amount of the Annual Assessment will be mailed or emailed (if such Owner has provided an email address to the Association and opts to receive by e-mail) to each Owner at least thirty (30) days before the Annual Assessment is due.

The omission by the Board of Directors, before the expiration of any fiscal year, to fix the Annual Assessment thereunder for that or the next year, shall not be deemed to waive or modify in any respect the provisions of this Declaration or the Bylaws, or release any Owner from the obligation to pay the Assessments, or an installment thereof for that or any subsequent year, but the Annual Assessment fixed for the preceding year shall continue until a new Annual Assessment is fixed.

Section 4. CAPITAL IMPROVEMENTS ASSESSMENTS

In addition to the Annual Assessments authorized by Section 3 hereof, the Board of Directors may levy an annual Capital Improvement Assessment up to fifty (50) percent of the Annual Assessment to maintain a Capital Improvement Reserve. This Assessment will be for the sole purpose of maintaining a reserve fund to defray in whole or in part the cost of any construction or reconstruction, repair, non-routine maintenance 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 be approved by the Board of Directors pursuant to the By-Laws of the Association. Notice of a Capital Improvement Assessment will be mailed or e-mailed (if such Owner has provided an e-mail address to the Association) to each Owner at least thirty (30) days before the Capital Improvement Assessment is due.

The Board may levy one Capital Improvement Assessment per fiscal year. Any additional Capital Improvement Assessment requires the vote of the majority of the Members present in person or by proxy at a special meeting of the Members at which a quorum is present.

Section 5. COMPLIANCE ASSESSMENTS

The Board of Directors is authorized to levy a Compliance Assessment against an Owner/Member for violations of the Declarations, By-Laws, Rules and Regulations promulgated by the Board of Directors or Covenants as recorded in these documents. The Board shall give notice of the alleged

violation by mail or e-mail (if such Owner has provided an e-mail address to the Association) to the Owner.

If the Owner has not taken remedial action within thirty (30) calendar days of the notification of the aforesaid violation, then the Board of Directors may levy a Compliance Assessment to the Owner/Member and may suspend the Owner's Membership Rights (including voting rights) until such violation is removed or corrected. The Board shall send the Owner written notice of each Compliance Assessment and any suspension of Membership Rights.

The Compliance Assessment will be set at \$200/month and can be adjusted each fiscal year by the Board of Directors without amendment to this Declaration.

Section 6. TRANSFER ASSESSMENT

An initial Transfer Assessment of Five Hundred Dollars (\$500) has been established for all transfers of a Lot on or after the date of this Declaration. This Assessment is due at the time of transfer of a Lot to the new Owner (i.e., individual or entity to whom/which property ownership is transferred evidenced by Deed.) This Transfer Assessment will be paid by the buyer but shall not apply to the following: transfers from an Owner to a trust or other legal entity wherein the Owner and/or the Owner's family are beneficiaries; or transfers following the death of an Owner whether by will or intestate succession.

The Transfer Assessment will only be used to cover whole or in part the cost of capital improvements or unexpected repairs of the Common Properties including the necessary fixtures and personal property related thereto.

The Transfer Assessment may be adjusted each fiscal year by the Board of Directors without amendment to this Declaration.

Section 7. EFFECT OF NON-PAYMENT OF AN ASSESSMENT. THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear a monthly late fee in accordance with Article XI of the By-Laws which shall be added to the unpaid Assessment each month until the amount is paid, and the Association may bring an action of law against the Owner personally obligated to pay the same or to foreclose the lien against the Lot, 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 above provided and a reasonable attorney fee together with the costs of the action.

Section 8. 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 become due nor from the lien of any such subsequent Assessment. An Assessment shall not be subordinate to a mortgage held by a prior Owner who was the Owner at the time such Assessment accrued.

Section 9. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the Assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Properties as defined in Article I, hereof; (c) all properties exempted from taxation by the laws of the State of Tennessee or United States Government 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 VI

TERM AND AMENDMENT

This Declaration and all covenants and restrictions herein shall take effect as of the date of this Declaration and shall be binding on all Members/Owners, parties and all persons claiming under them until January 1, 2033, at which time said Declaration shall be automatically extended for successive periods of ten years. This Declaration may be amended, in whole or in part, at a regular or special meeting of the Members at which a quorum is present, after prior notice to all Members of the meeting and proposed amendment, by a two-thirds (2/3) majority of the votes cast by Members present in person or by proxy.

ARTICLE VII

ENFORCEMENT

If the parties hereto 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 him or them from so doing or to recover damages or other dues for such violation.

ARTICLE VIII

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.

ARTICLE IX

LAND USE AND BUILDING TYPE

All Lots shall be utilized for residential purposes only, and no commercial business shall be permitted on any Lot. Lot rentals by an Owner for residential purposes shall not be considered a commercial business. No structure shall be erected, altered, placed, or permitted to remain on any of the said Lots other than one detached single-family dwelling and a private attached garage except by approval and sanction of the Architecture Review Committee.

Owners are required to inform the Board of Directors within thirty (30) days when they rent their home and if/when a change of renter occurs. The Owner shall provide the name(s) of renters and a telephone number for purposes of contact.

Any lease or rental agreement shall obligate renters and their guests to comply with the Declarations, Bylaws, and rules and regulations promulgated by the Association. Renters must comply with all such provisions affecting the conduct of persons and use and enjoyment of Common Properties and Properties to the same extent as if the renter were an Owner. Failure of a renter to do so will result in the Owner of the Lot being held responsible for compliance failures and a Compliance Assessments may be levied against the Owner. Renters shall have no voting rights.

No Short-Term Rental of a Lot is permitted.

ARTICLE X

This Article is intentionally left blank.

ARTICLE XI

DIVISION OF LOTS

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

ARTICLE XII

ARCHITECTURAL REVIEW COMMITTEE

The Fox Run subdivision is a unique and exciting neighborhood. The neighborhood canvas includes scenic views of the Smokies from a backdrop of natural wooded common areas laced with wonderful walking trails, meandering creeks, recreational amenities, and a diversity of single-family Traditional Architecture homes that fit the natural beauty of the area. To establish and preserve the beauty of harmonious design of our community, the Association has established a set

of guidelines and policies to manage development of new homes, modifications to existing homes, landscape modifications and erosion control. The purpose of the Architectural Review Committee (ARC) is to administer such guidelines and policies pertaining to the following Owner/Member activities:

- New Home Construction – including but not limited to home architectural design, builder performance, structural component selection, color selection, driveway, property grading.
- Existing Home Modifications – exterior alterations or improvements including but not limited to structure construction, pools, patios, decks, driveways, walks, fences, architectural or building material or style, out of character color changes, and other structural changes. Interior changes do not require ARC approval.

General maintenance to home structures or to auxiliary property structures or landscaping including cleaning, painting, patching, repairing, pressure washing, cutting trees, general planting, brush removal, and other similar activities that do not result in structural change or erosion issues are expected as routine events and do not require ARC approval.

Section 1. ARC BOARD COMPOSITION

The ARC is a committee appointed by the Board of Directors and shall be composed of not less than three (3) Owner/Members and not more than five (5) Owner/Members. The chairperson of the ARC will be a Director from the Board of Directors. Neither the members of the ARC nor its designated representative shall be entitled to any compensation for services performed.

Section 2. RESPONSIBILITIES OF THE ARCHITECTURAL REVIEW COMMITTEE (ARC)

The ARC is obligated and responsible for:

- Administering the application and review process pertaining to physical improvements or exterior modification to Member's property.
- Acting and responding on any plans and specifications submitted within 30 days after receipt thereof.
- Working with the Owner/Member to achieve compromises which satisfy both the Owner/Member and the ARC when conflicts exist.
- Using its discretion to engage the services of an outside agent when necessary to review plans and specifications submitted to it.
- Providing written or electronic feedback to the Owner/ Member of all decisions with explanations.
- Providing electronic or written communications to the Board of Directors of all review decisions with explanations.
- Fairly enforcing standards outlined in all governing documents including Declarations, By-Laws, and Covenants.
- Making subjective and objective decisions about guideline compliance.
- Making recommendations to the Board of Directors relative to compliance issues.

- Reviewing guidelines for accuracy and recommending to the Board of Directors any changes needed.
- Educating the community about set guidelines.
- Keeping and maintaining minutes of its meetings, and to make such minutes available for inspection by the Owners/Members.
- Further, upon approval, a set of final approved Owner/Member plans shall be retained by the ARC during the period of construction of the home or existing home change.

The ARC will utilize multiple procedural processes to accomplish its purpose.

- Owner/Member Request for Construction
- ARC Rejection of Request – Owner/Member Appeal Process
- Violation Administration Process

Section 3. REQUEST FOR NEW CONSTRUCTION / HOME MODIFICATION REQUIREMENTS

1. Owner/Member will submit an Architectural Construction Request which includes as applicable:
 - a. A site plan showing the location of all proposed and existing structures on the lot including building setbacks, open space, driveways, walkways, and parking spaces.
 - b. Floor plans. (New home construction only)
 - c. Exterior elevations of all proposed structures and alterations to existing structure, as such structures will appear after all backfilling and landscaping are completed.
 - d. Specifications showing the nature, kind, shape, height, materials, basic exterior finishes, and exterior colors of all proposed structures and alterations to existing structure and showing front, side, and rear elevations.
 - e. Plans for grading.
 - f. Garage door location.
2. Owner/Member will not start any new home construction or existing home modification, until the submitted Architectural Construction Request has been approved in writing by the Architectural Review Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade level and elevation.
3. Owner/Member will provide a schedule of expected start and finish dates.
4. Owner/Member will administer their contractor or self in adherence to the plans approved by the ARC.
5. Owner/Member will meet all Town of Farragut building codes and permitting processes. In addition, the Member's submitted request must adhere to the requirements stated within Article XIII and XIV. The ARC's approval powers extend only to compliance with the HOA's governing documents and do not serve as a substitute for any ancillary requirements imposed upon a Member by local building codes or county/town ordinances.

Section 4. ARC DECISION PROCESS

The ARC shall have the right to approve or disapprove Owner/Member Architectural Construction Request for any new or accessory structure to be erected on any Lot or any modification to an existing home on any Lot relative to compliance with Declarations, By-Laws, and Covenants.

Owner/Member Architectural Construction Requests will not be approved if the Owner/Member is not current with payment of Fox Run HOA assessments of any kind placed on the Owner/Member Lot.

The ARC will target review and decision of the submitted Architectural Construction Request submitted from the Owner/Member within seven (7) days but reserves the right to take up to thirty (30) days when a more in-depth review is required.

In the event the ARC fails to approve or disapprove such Architectural Construction Request within thirty (30) days after the request has been submitted to and formally accepted by the ARC, such approval shall be automatically granted without further action. However, this shall not apply where the ARC has requested additional information or clarification from the Member with respect to submitted Architectural Construction Request or in the case where the ARC needs to consult with the Board of Directors, and in such case, the thirty (30) day time period shall be extended by the number of days from the ARC request to the Members' response. .

Any ARC decision regarding a Member's Architectural Construction Request must:

- Be made in good faith and not be unreasonable, arbitrary, or capricious.
- Not conflict with any "governing provision of law" thus adhering to the By-Laws; Declaration; state laws and local ordinances.
- Be made within the parameter of maintaining the harmony of the Fox Run subdivision appearance, protecting common areas, protecting easements, and minimizing adjacent property from land change issues such as erosion or water drainage.
- Be made in electronic or written format to the applicant with copy to the Board of Directors Secretary detailing what is approved or disapproved and the reason for any disapproval.

Section 5. APPEALS PROCESS

If an Owner's Architectural Construction Request is not approved by the ARC, the Owner/Member may appeal in writing within thirty (30) days of the ARC decision directly to the Board of Directors who shall meet within thirty (30) days of receipt of such appeal, and where a majority (greater than 50%) of the Board Directors present and voting may confirm or overturn the ARC decision.

Section 6. LIABILITY

Neither the ARC nor any of its members shall be liable to any person for damages or otherwise resulting from the performance of its duties hereunder and the exercise of the authority and discretion granted to it herein. If legal action is deemed necessary by the ARC to enforce this

Article, the HOA shall be entitled to injunctive relief and/or compensatory damages along with reasonable costs and expenses including attorney fees for said action.

The ARC shall not be held responsible or liable in any way for any defects in any plans or specification approved by the ARC, or for any structural defects in any work done according to such plans and specifications approved by the ARC. Further, approval of plans and specifications by the ARC shall not be deemed to represent or warrant to any person that the plans and specification comply with applicable codes and laws, not the quality, function or operation of the structure or any construction, workmanship, engineering, materials, or equipment.

Nor shall the ARC be liable for damages or in any other respect to anyone submitting plans or specification for approval under the Article, or to any Owner/Member or any other person having an interest in any of the Properties by reason of mistake in judgment, negligence, misfeasance, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. By submission of such plans and specification to the ARC, every Owner/Member of any lot release and agree to hold harmless and to defend any member of the ARC or Board of Directors from any such alleged liability, claim and or damage including attorney's fees.

ARTICLE XIII

NEW HOME CONSTRUCTION

Section 1. PROPERTY DEVELOPMENT RESTRICTIONS

Subsection 1. CONDUCT

All Builders/Owners/Members shall:

Be held responsible for the actions of their employees, subcontractors, suppliers, and other persons or parties involved in construction or alteration of a structure.

Subsection 2. EROSION CONTROL

The Owner/Member and each builder of a structure on a lot shall be required to satisfy all federal, state, and local requirements concerning storm water detention, silt, mud, and other environmental requirements, including without limitation, all requirements imposed by the Tennessee Department of Environment and Conservation, including, without limitation, all storm water prevention plans.

Subsection 3. MAJOR CLEARING OF LOT FOR NEW HOME

No lot is to be clear cut of all trees simply to facilitate ease of building. Any timber cut from a construction site is to be removed from the site that same week. No burning is allowed on the building site to include timber waste materials, lumber, chemicals, or other substances.

Subsection 4. DAMAGE TO ADJACENT OR PUBLIC PROPERTY

Any construction on a Lot shall be at the risk of the Owner of such Lot, and the Owner of such Lot shall be responsible for any damage to any curbing, boulevard, roundabouts, sidewalks, or street or adjacent Properties resulting from construction activities performed for the Owner or Owner's Contractor. Any damage to any section(s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonable possible but in no event not more than thirty (30) days after completion of such construction.

Subsection 5. INDEMNITY

Each contractor and Owner/Member shall comply in all respects with all applicable laws, rules, and regulations relating to any construction activities undertaken in the subdivision and will indemnify and hold harmless the Association from any and all liability relating to or arising out of any failure to comply with all such applicable laws, including, without limitation, any laws relating to immigration or employment matters.

Section 2. DWELLING AND STRUCTURE RESTRICTIONS

No dwelling shall be erected, placed, altered, or permitted to remain on any Lot without the prior approval of the ARC and unless it conforms to the following requirements:

1. The design of the dwelling and related improvements shall be of Traditional Architecture as approved by the ARC.
2. The minimum living area square footage requirements shall be determined by the ARC on a case-by-case basis and shall be within the sole discretion of the ARC, however, except for special circumstances justifying an exception, a one-story dwelling having less than 1800 square feet of heated living area, or a two-story dwelling having less than 2400 square feet of heated living area, will not be approved.
3. All windows and exterior trim shall be of wood or wood clad construction. The ARC may approve exceptions for windows, trim soffit, fascia and frieze boards made of vinyl or other materials.
4. All dwellings and garages shall have a minimum roof pitch of 8/12, except that single slope porches shall have a minimum pitch of 3/12.
5. Roofing materials are to be predominately Architectural Dimensional Shingles. Design integration of metal roofing is allowed for porches and overhangs but must be approved by the ARC. No full-scale metal roofing is allowed.
6. The exterior of all dwellings and garages shall be of brick, stone, stucco, or any combination of said materials and can include design integration of other materials approved by the ARC. Facia, gutters, and downspouts shall blend and be directly compatible with the architectural detail of exterior walls.
7. Exterior colors shall be applied consistently to all sides of a building. Color selections shall be harmonious with each other and with natural materials and shall be compatible with colors of the natural surroundings and other adjacent property.

8. There shall be no exposed foundations of block or painted block. All above ground exterior foundation walls shall be veneered with brick, or stone, or stucco or such other material approved by the ARC.
9. The exterior of all fireplace chimneys shall be faced with brick or stone or stucco, or a combination thereof, which shall be compatible with the brick, stone or stucco siding used on the exterior of the dwelling.
10. The outside wiring of all dwellings, buildings and any other structure shall be placed underground within conduit. No overhead wiring of any type shall be permitted. Outside light poles, etc. shall be approved by the ARC.
11. All dwellings shall have not less than a two-car attached garage capable of accommodating two automobiles. The driveway shall provide a minimum of two additional off-street parking spaces. All driveways shall be paved with asphalt, or concrete or other materials approved by the ARC. Garage car door entry cannot be facing out with front of home, thus becoming architecturally a side entry design. In the case of a corner lot, the garage door entry will face the adjacent street to the front of the house. Water drainage from driveways must be channeled to the street or designed drainage systems and not onto adjacent property.
12. Heating and air conditioning systems and pool systems shall be concealed from view by appropriate screening, subject to approval of the ARC. No permanent window air conditioning unit may be visible from the street.
13. There shall be no occupancy permitted of any dwelling until a Certificate of Occupancy has been issued.
14. Solar panels may be permitted with the approval of the ARC. However, solar panels must generally be located on the back of the structure unless otherwise approved by the ARC.

ARTICLE XIV

EXISTING HOME MAINTENANCE AND MODIFICATION RESTRICTIONS

Section 1. GENERAL

All Owners/Members shall be responsible:

1. For the actions of their subcontractors, suppliers, and other persons or parties involved in maintenance or modification of home, structures, property and grounds.
2. To maintain their homes, pools, decks, fences and other structures in good repair.
3. To maintain their property and grounds in a clean and kept condition and in good repair.

Section 2. FENCES AND RETAINING WALLS

1. Retaining walls will only be of masonry design. If constructed of concrete block or concrete, it must be faced with stone, stucco, or brick. If other materials are used, they require ARC approval.
2. Fences are to be wrought iron, aluminum, or wood construction.
3. No chain link fences are allowed.
4. No wood fence exposed framing may face outside or away from the lot that they surround.

5. Fences shall not be permitted in the front yard and may not extend any closer to the front of the home than the mid-point of the residence side, unless required to meet Town of Farragut code such as rail systems for porches, driveway drop-offs, retaining wall drop-offs, etc.

Section 3. SWIMMING POOLS

1. No above ground pools are allowed.
2. Inground pool, patio deck, equipment pad and fencing are to be shown on a site plan, scale noted, relative to home, lot and property boundaries with all building setback lines and easements shown when submitted to the ARC for approval.

Section 4. DRIVEWAYS AND PARKING SPACES

No driveway or parking spaces shall be constructed or altered on any Lot without the prior written approval of the ARC of plans and specifications for such driveway and parking spaces. Such specifications shall include the location of the driveway and parking spaces, and the proposed surface to be used in such road or driveway.

Section 5. GROUNDS MAINTENANCE

1. Lawns must be kept mowed and landscaping properly maintained on all lots. Rubbish, chip piles, dirt piles, etc. are not permitted to remain on any lot for a period longer than two weeks, except as part of the construction process.
2. All Owners/Members are required to cause their lot to be suitably planted with grass, or landscaped with plants, shrubs, ground cover, or other acceptable plantings, except for natural undeveloped wooded grounds. The grass shall be maintained on the lot at all times and grass, weeds, vegetation, and debris kept mowed and cleared at regular intervals.
3. Trees, shrubs, vines and plants and other vegetation that die shall be promptly removed from the lot.
4. All yard maintenance equipment and other similar items shall be stored out of view from the street.

Section 6. MISCELLANEOUS RESTRICTIONS

1. Mailboxes and other post structures shall be of a traditional type and design consistent with the overall character and appearance of the neighborhood and as approved by the ARC. Material for mailbox surrounds shall be brick, stone, or stucco.
2. No outside radio transmission towers, receiving antennas, or television antennas, may be installed or used. Satellite dishes up to 36 inches will be permitted, but shall be installed in an inconspicuous location, unless all such sites result in the inability to receive the signal. The ARC must approve the satellite dish and its location in advance.
3. No recreational vehicles, buses, campers, pleasure or fishing boats, trailers, work trucks, or other similar type vehicles shall be stored or parked on or about the dwelling unless the same are stored or parked inside a garage. Trucks making deliveries or present in connection with service, repair or construction with the Lot and resident owned pickup trucks are excepted.

4. No automobiles or other vehicles which are inoperable or being stored shall be repeatedly parked, kept, repaired, or maintained on the street, driveway, or lawn of any Lot. Vehicles shall not be covered under tarps or covers in the driveway.
5. No moving pods, contractor work trailers or dumpsters will be parked or stored on or about the dwelling unless approved by the Board of Directors.
6. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs, or any other type of household ware shall not be permitted and no articles or items of any description or kind shall be consistently or routinely displayed or placed in the yard or on the exterior of any dwelling for the purpose of drying, airing, or curing of said items.

ARTICLE XV

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. The HOA therefore specifies the hours of 10pm to 7am as quiet time and requests residents respect this time as a reduced noise period.

ARTICLE XVI

TEMPORARY STRUCTURES

No trailer, tent, shack, garage, barn, utility shed, or other outbuildings shall be erected on the tract at any time with prior approval of the Architecture Review Committee. No such structure shall be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

ARTICLE XVII

EASEMENTS

Easements and other restrictions in conformity with the recorded plat of Fox Run are expressly reserved for the overall development of The Properties and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any Lot in The Properties unless prior written permission is granted by the Association. Easements to each individual Lot for installation and maintenance of utilities and drainage facilities are reserved on each Lot as shown on the recorded plat.

ARTICLE XVIII

COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any Lot or parcel be stripped of its topsoil, trees, or 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 stored upon any Lot more than a reasonable time for the completion of construction in which they are to be used. Before or after construction, no person shall place or leave on any Lot in The Properties refuse, stumps, rock, concrete blocks, dirt, debris, or building materials or other undesirable materials.

ARTICLE XIX

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except:

1. One professional sign of not more than three (3) square feet, which shall not be displayed for more than fourteen (14) days.
2. A security sign or signs of not more than one (1) square foot.
3. One sign of not more than five square feet advertising the Lot for sale or rent. Sign will be removed upon final sale or renting of house.
4. Political signs and/or campaign posters may not be displayed sooner than sixty (60) days prior to any local, state or federal election, and must be removed no later than one (1) day after the election.
5. Celebration signage (birthdays, graduation, anniversary, etc.) shall not be displayed more than fourteen (14) days before the event and must be removed within two (2) days after the event.
6. Any signs posted on the Common Properties without prior approval of the Board of Directors will be removed.

ARTICLE XX

ANIMALS, PETS, LIVESTOCK AND POULTRY

No animals, livestock, poultry, or fowl of any kind shall be raised, bred or kept on any lot except pets such as dogs or cats which are permitted; provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance. All animals must be kept on a leash at all times when animals are not on the Owner's lot. Owners must collect and dispose of their animal's droppings in their own trash when the animals are not on the Owner's lot.

ARTICLE XXI

GARBAGE AND REFUSE DISPOSAL

Garbage and refuse shall be placed in containers and shall be capped and contained in a manner that they are inaccessible to animals. The containers shall be concealed in a manner to not create a visual detriment to the subdivision.

ARTICLE XXII

This Article is intentionally left blank.

ARTICLE XXIII

WAIVER AND MODIFICATION

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE XXIV

This Article is intentionally left blank.

IN WITNESS WHEREOF, Fox Run Homeowners Association, Inc. has caused this instrument to be executed by its President and attested by its Secretary pursuant to authority of its Board of Directors, effective as of the date first written above.

FOX RUN HOMEOWNERS ASSOCIATION, INC.

By:  _____
Jim Bolon

Its: President _____

Attest:  _____
Secretary

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, Jim Bolon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledges himself to be the President of the Board of Directors of Fox Run Homeowner's Association, Inc., a corporation, and who acknowledged that he, being authorized so to do, executed this foregoing instrument as such President for the purposes there in contained.

Witness my hand and official seal this 24th day of March, 2023.


NOTARY PUBLIC

My Commission Expires: 1/16/2024



STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, Casey Switzer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledges her self to be the Secretary of the Board of Directors of Fox Run Homeowners Association, Inc., a corporation, and who acknowledged that he/she, being authorized so to do, executed this foregoing instrument as such Secretary for the purposes there in contained.

Witness my hand and official seal this 24th day of March, 2023.


NOTARY PUBLIC

My Commission Expires: 1/16/2024



EXHIBIT A

1. Declaration of Covenants and Restrictions Fox Run, Unit One
Recorded May 10, 1991 in WB 1999, Page 36
and known as Instrument No. 199001250016912
2. Amendment to Declaration of Covenants and Restrictions Fox Run, Unit One
Recorded November 2, 1993, in WB 2122, Page 902
and known as Instrument No. 199311020047622
3. Declaration of Covenants and Restrictions Fox Run, Unit Two
Recorded May 10, 1992, in WB 2038, Page 901
and known as Instrument No. 199105100025759
4. Amendment to Declaration of Covenants and Restrictions Fox Run, Unit Two
Recorded November 2, 1993, in WB 2122, Page 905
and known as Instrument No. 199311020047623
5. Declaration of Covenants and Restrictions Fox Run, Unit Three
Recorded January 26, 1993, in WB 2095, Page 330
and known as Instrument No. 199301260033436
6. Amendment to Declaration of Covenants and Restrictions Fox Run, Unit Three
Recorded November 2, 1993, in WB 2122, Page 908
and known as Instrument No. 199311020047624
7. Declaration of Covenants and Restrictions Fox Run, Unit Four
Recorded February 2, 1994, in WB 2132, Page 127
and known as Instrument No. 199402220033216
8. Declaration of Covenants and Restrictions Fox Run, Unit Five
Recorded December 2, 1994, in WB 2161, Page 118
and known as Instrument No. 199412020048233

9. Declaration of Covenants and Restrictions Fox Run, Unit Six
Recorded October 2, 1995, and known as Instrument No. 199510020039199
10. Declaration of Covenants and Restrictions Fox Run, Unit Seven
Recorded July 15, 2004, and known as Instrument No. 200407150004506
11. Declaration of Covenants and Restrictions Fox Run, Unit Ten
Recorded June 19, 2001, and known as Instrument No. 200106190089605
12. Declaration of Covenants and Restrictions Fox Run, Unit Eleven
Recorded December 19, 2003, and known as Instrument No. 200312190063457
13. Declaration of Covenants and Restrictions Fox Run, Unit Twelve
Recorded June 27, 2005, and known as Instrument No. 200505270095239
14. Declaration of Covenants and Restrictions Fox Run, Unit Thirteen
Recorded August 31, 2006, and known as Instrument No. 200608310019565
15. Amendment to the Declaration of Covenants and Restrictions For Fox Run Subdivision
Recorded December 2014, and known as Instrument No. 201412170033371
16. Amendment to the Declaration of Covenants and Restrictions for Fox Run Subdivision
Recorded June 18, 2015, and known as Instrument No. 201506180069574



Nick McBride

Knox County

CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20230011456

Customer:

LIPSEY MORRISON ATTORNEYS

Date/Time: 3/30/2023 4:10:40 PM

Method Received: Mail

Mail Envelope Provided

Clerk: BARBARA

LIPSEY MORRISON ATTORNEYS
1430 ISLAND HOME AVENUE
KNOXVILLE TENNESSEE 37920

Transaction Detail

Instrument Number	Instrument Type	Gen. Fee	Equip. Fee	Transfer Tax	Mortgage Tax	Copy	Cert. Copy	Copy Fee	#Pgs	Consideration	Subtotal
202303300052805	REST	\$110.00	\$2.00	\$0.00	\$0.00	N	N	\$0.00	22	\$0.00	\$112.00
First Party Name											
FOX RUN HOMEOWNERS ASSOCIATION INC											
PAYMENT INFORMATION											
Method of Payment		Payment Control ID		Authorized Agent							
Check Payment		83989									
											Amount
											\$112.00

AMOUNT PAID: \$112.00
LESS AMOUNT DUE: \$112.00
CHANGE RECEIVED: \$0.00