



**Fwd: Reference: MPC Agenda Item #29 - The Glen at Hardin Valley Phase II (3-SH-14-F)**

1 message

**Dan Kelly** <dan.kelly@knoxmpc.org>  
To: Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

Wed, Mar 12, 2014 at 8:33 AM

----- Forwarded message -----

From: <kidisboss1@comcast.net>  
Date: Tue, Mar 11, 2014 at 9:57 PM  
Subject: Reference: MPC Agenda Item #29 – The Glen at Hardin Valley Phase II (3-SH-14-F)  
To: dan.kelly@knoxmpc.org

Dear Sir/Madame,

Reference: MPC Agenda Item #29 – The Glen at Hardin Valley Phase II (3-SH-14-F)

As an existing homeowner in Phase I of The Glen at Hardin Valley subdivision, and a member of the Phase I homeowners association (HOA) of the same, I do not object to the development of the Phase II property. However, I am aware the developer of Phase II represented to Knox County the Phase II development as inclusive to Phase I, a point I am not in agreement with. As it is, the Phase II developers purchased the Phase II property free and clear of the Declaration of Covenants of Phase I, meaning Phase II property IS NOT legally bound to the Phase I HOA. Thusly, I oppose the approval of the Final Plat for Phase II, as the Phase II drainage plan conveys storm water from Phase II, into the detention ponds of Phase I, to which the Phase II developer has no right of use. The Phase I ponds are common property to the Phase I HOA and are maintained by the same. Thereby, the approval of the proposed Phase II development is in direct conflict with the property rights of the Phase I HOA.

In order for the development to uphold the property rights of the Phase I HOA, the Phase II property would have to be annexed into the existing Phase I HOA, thereby assuring the Phase II homeowners will rightly share in the burden of maintaining the Phase I ponds, OR the Phase II design be modified to capture and detain Phase II post-development runoff within the boundaries of the Phase II property. Until such time, I will continue to fight to maintain the property rights of the Phase I HOA and expect Knox county representatives to complete due diligence as to the developers true plans for phase II development.

Respectfully,

Richard Borrelli

2444 Brooke Willow Blvd.

Knoxville, TN 37932

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Dan Kelly  
MPC, Development Services Manager  
[\(865\) 215-2500](tel:(865)215-2500)



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## Fwd: MPC agenda item #29 - The Glen at Hardin Valley Phase II (3-SH-14-F)

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**Sarah Powell** <sarah.powell@knoxmpc.org>  
To: "Mahan, Betty Jo" <bettyjo.mahan@knoxmpc.org>

Wed, Mar 12, 2014 at 10:35 AM

----- Forwarded message -----

From: **Amy Gilbert** <amyccompton@hotmail.com>

Date: Wed, Mar 12, 2014 at 9:46 AM

Subject: MPC agenda item #29 - The Glen at Hardin Valley Phase II (3-SH-14-F)

To: "dan.kelly@knoxmpc.org" <dan.kelly@knoxmpc.org>, "herb@claibornehauling.com" <herb@claibornehauling.com>, "bartcarey@comcast.net" <bartcarey@comcast.net>, "artclancy3@gmail.com" <artclancy3@gmail.com>, "llcole712@gmail.com" <llcole712@gmail.com>, "eason.mpc@gmail.com" <eason.mpc@gmail.com>, "mgoodwin.mpc@gmail.com" <mgoodwin.mpc@gmail.com>, "lenedna@bellsouth.net" <lenedna@bellsouth.net>, "makane1@bellsouth.net" <makane1@bellsouth.net>, "cflomax@hotmail.com" <cflomax@hotmail.com>, "rebeccalongmire@hotmail.com" <rebeccalongmire@hotmail.com>, "brianpierce@mbiarch.com" <brianpierce@mbiarch.com>, "jwroth@qmwkx.com" <jwroth@qmwkx.com>, "wstowers@stowerscat.com" <wstowers@stowerscat.com>, "jtocher.mpc@gmail.com" <jtocher.mpc@gmail.com>

Cc: "contact@knoxmpc.org" <contact@knoxmpc.org>

Dear Sir/Madam,

As a homeowner in Phase I of The Glen at Hardin Valley subdivision and a member of the Phase I homeowners association (HOA), I'm writing to object to the approval of the Final Plat for Phase II of The Glen at Hardin Valley.

The developers who have purchased Phase II have given the impression that they have no intention of abiding by the Declaration of Covenants of Phase I. And as it stands, Phase II property is not legally bound to the Phase I HOA.

That being said, the Phase II drainage plan has Phase II storm water draining into the detention ponds of Phase I. The Phase II developer has no right to utilize these because the Phase I ponds are the common property and responsibility of the Phase I HOA. I am opposing the approval of the Final Plat of the Phase II property because as submitted, the Phase II development conflicts with the property rights of the Phase I HOA.

While I don't oppose the development of Phase II, I do oppose the representation that its development is inclusive to Phase I.

Respectfully submitted,

Amy Gilbert

2512 Brooke Willow Blvd. The Glen at Hardin Valley, lot 81

Sent from my iPhone

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**Fwd: Item # 29 (The Glen at Hardin Valley Unit 2, MPC file # 3-SH-14-F)**

1 message

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**Sarah Powell** <sarah.powell@knoxmpc.org>  
To: "Mahan, Betty Jo" <bettyjo.mahan@knoxmpc.org>

Wed, Mar 12, 2014 at 3:12 PM

----- Forwarded message -----

From: **Duren, Kurt** <Kurt.Duren@tetrattech.com>  
Date: Wed, Mar 12, 2014 at 2:55 PM  
Subject: Item # 29 (The Glen at Hardin Valley Unit 2, MPC file # 3-SH-14-F)  
To: "contact@knoxmpc.org" <contact@knoxmpc.org>

Commissioners,

In addition to being a homeowner in the Glen at Hardin Valley, I am also a registered Professional Engineer, with approximately 25 years of practice in the field of Civil Engineering. I am well aware of our subdivision issues as they relate to property rights, storm water management (both during construction and post-development), and other aspects of the development. I have initiated multiple meetings and/or discussions with the engineer of record for both phases of this development (Fulghum, McIndoe and Associates) and Knox County Stormwater Management Department. My primary focus has been explaining why the current storm water plan will not work, since Phase II owners do not have rights to use the ponds in Phase I, as it (Phase II) is not subjected to the Declaration of Restrictive Covenants of Phase I. In every case, I have been met with complete agreement that one property owner cannot shed runoff onto a neighboring property.

The only remaining issue, or so I thought, was whether Phase II was subjected to the Declaration of Covenants of Phase I; however, the attached letter from Esq. Roden establishes the developer's position that Phase II is not subjected to the Declaration. So, how is it that Phase II design can be approved since it clearly sheds runoff into the existing Phase I ponds?

Just today (~10:30 am), I contacted Eric Mosley to discuss this issue and he assured me that a maintenance agreement/contract to enjoin the two developments in maintaining the common ponds is being signed by himself (Eric Mosely) and Ben Testerman, and that I will be in receipt of the agreement later today (Wednesday) ... one day before the MPC meeting for Final Plat approval!?!? At this time, I have yet to lay my eyes upon a maintenance agreement so I have no idea what language it might contain

In the end, residents will be left to figure out who owes for this and who owes for that, while the developers quietly disappear to their next project. I prefer we get it right the first time, and I'm not sure we are there yet.

This plan has always been misrepresented to Knox County as an extension of Phase I. The developers continue to seek out ways to associate the two developments, but yet avoid subjecting the property to the Declaration of Phase I. **Let them be what they want to be ... a separate development.**

My time to submit is running out. I look forward to meaningful discussion at tomorrow's meeting.

Respectfully,

**Kurt Duren, P.E.** | Project Engineer

[kurt.duren@tetrattech.com](mailto:kurt.duren@tetrattech.com)

865-220-4744

[Tetra Tech, Inc.](#)

1093 Commerce Park Drive

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## 2 attachments



**STAN RODEN LETTER.pdf**

602K



**Glen at Hardin Valley MPC Presentation March 2014 - revised.pptx**

1009K

# The Glen at Hardin Valley Phase II Design

- 1) The developers purchased Phase II property free of the Declaration of Covenants of Phase I, meaning Phase II property IS NOT legally bound to the Phase I HOA.
- 2) The developer misrepresented to Knox County the development as an extension of Phase I and thus submitted a design based on misleading information.
- 3) The Phase II drainage plan conveys storm water runoff from Phase II, into the Phase I ponds
- 4) The developer has no right of use for the ponds as they are common property of the Phase I HOA and are maintained by the same.
- 5) Current design is in direct conflict with the Phase I HOA property rights.

### **REASONABLE SOLUTIONS**

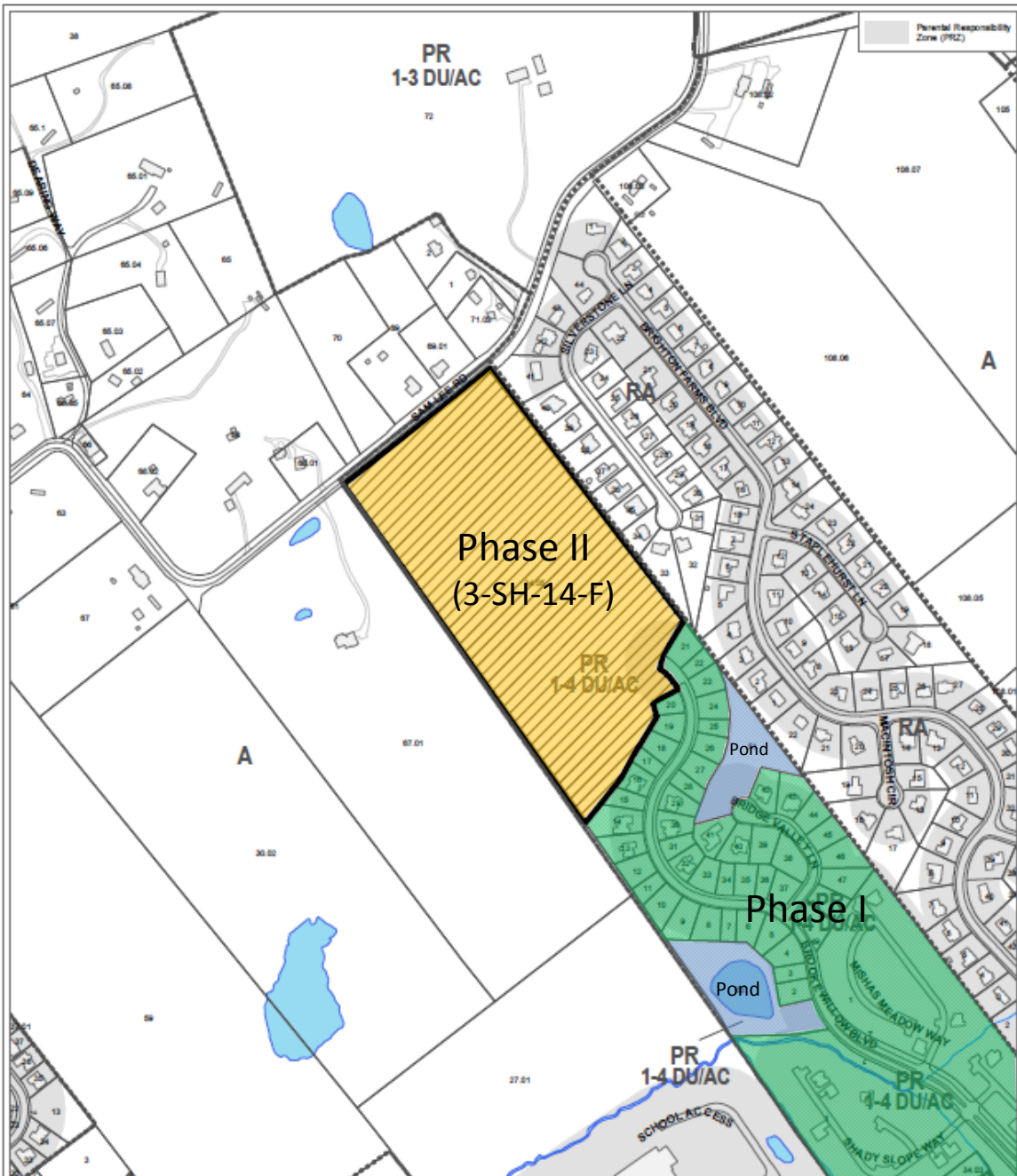
Subject the Phase II property to the Phase I Declaration ,  
thereby assuring the Phase II homeowners will rightly share  
in the burden of maintaining the ponds,


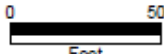

**OR**

Modify the design to detain construction and post-development runoff within the boundaries of the Phase II property.







<b>1-SD-14-C / 1-K-14-UR</b> <b>CONCEPT PLAN/USE ON REVIEW</b>		Petitioner: Volunteer Development The Vista at Hardin Valley	
 Detached dwellings in PR (Planned Residential)		Map No: 117 Jurisdiction: County	
Original Print Date: 12/19/2013      Revised: Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902		 	

**STANLEY F. RODEN  
ATTORNEY AT LAW  
10269 KINGSTON PIKE  
KNOXVILLE, TENNESSEE 37922  
(865) 531-3151**

February 26, 2014

Knox TL Lot Acquisition, LLC  
Attn: Scott Smith and Eric Moseley  
405 Montbrook Lane  
Knoxville, TN 37919

Re: Restrictive Covenants of The Glen at Hardin Valley

Dear Sirs:

Pursuant to your request, I reviewed the Covenants and Restrictions for The Glen at Hardin Valley Subdivision of record in Inst. 200705240096289, Register's Office, Knox County, Tennessee, that I originally prepared. The question posed which I will answer is whether the Addition Land that was originally acquired by TTBS, but not platted and subdivided would be subject to said Covenants and Restrictions.

As background to preparation of covenants and restrictions, it is accepted legal practice to phase subdivisions for a wide variety of legitimate reasons for the developer. The Glen at Hardin Valley was therefore phased. Phase 1 was platted and subdivided by plat of record in Inst. 20070520096288, Register's Office, Knox County, Tennessee. This plat contained 29 lots. Two of those lots (1 and 105) were converted to a condominium by Master Deed of record in Inst. 200705240096290. The allocation of units for the condominium totaled 71. Both the units in the condominium and the lots are governed by the terms and conditions of the Declaration of Covenants and Restrictions for The Glen at Hardin Valley Subdivision. The condominium units are further governed by the above-referenced Master Deed and its amendments.

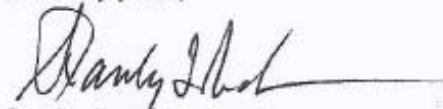
The purpose was quite clear in the separation between the "future development" and the plat lots and units. By the Preamble, the property that is subject to the covenants and restrictions is defined in Article II. The "properties" are defined by the Plat of record in Inst. 200705240096288, and that plat only shows lots 1-20 and 76-105. No other lots or units are subject to the covenants and restrictions with the exception of the land designated as "common area" shown on that plat. By Article II, Sec. 2, record public notice issued that there might be additional land that could be made a part of this subdivision. This is specifically the land that Knox TL Lot Acquisition, LLC, is purchasing. The Developer had the option under Article V, Section 7, to add lots from that land referred to in Article 11, Section 2 (i.e. the land being purchased). However it is clear by the following Section 8(a), that the Developer has no obligation to develop that additional land, and there is no obligation on other persons or entities that acquire the property.

Page 2  
Knox TL Lot Acquisition  
February 26, 2014

Regardless of any of the sections mentioned above, the bottom line is that the property being purchased by Knox TL Lot Acquisition, LLC, has never been subject to the Covenants and Restrictions for The Glen at Hardin Valley Subdivision and cannot be subjected to them unless and until the Developer or the owner of the property voluntarily subjects that property to the Covenants and Restrictions for The Glen at Hardin Valley Subdivision by some type of instrument to be recorded in the Register's Office for Knox County, Tennessee.

If you have any further questions, please do not hesitate to contact me.

Sincerely yours,



Stanley F. Roden

Based on the developers attorney, the Phase II property is NOT currently subjected to the Declaration of Covenants and Restrictions for The Glen at Hardin Valley Subdivision (i.e. Homeowners Association), meaning it is a separate development.

Phase II subjected to  
Phase I Declaration of  
Covenants and  
Restrictions?

**Yes**

Shared HOA  
Shared amenities  
Shared common areas  
Shared Cost  
Shared development

**No**

Separate HOA  
Separate amenities  
Separate common areas  
Separate Cost  
Separate development