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[Planning Commission Comment] Agenda Item #22 - Neal's Landing Restrictions/Covenants Document

1 message

Neal's Landing HOA <nealslandinghoa@gmail.com>

Wed, Jul 8, 2020 at 1:53 PM

Reply-To: nealslandinghoa@gmail.com

To: commission@knoxplanning.org

Cc: Richard & Phyllis Greateorex <r.greateorex@hotmail.com>, Brandon Hayes <brandonhayes@charter.net>, Cindy Williams <CWilliams@luedeka.com>, bobjr77@comcast.net, Mike & Karen Davis <kdavis2323@comcast.net>, Pete & Patty Steele <pattysteele15@yahoo.com>

Hello, I wanted to also pass along the current HOA restrictions/guidelines for the commissioners review, if it's helpful. You likely already have these - but it does highlight the current "feel" of the neighborhood, house size, garage requirements, etc.

Thank you for your consideration and review,

Megan Fielden

 [201606220750.pdf](#)

 [NLSProposedAmend2017.docx](#)

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This message was directed to commission@knoxplanning.org

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

Neals Landing Subdivision

Restrictions

September 16, 1999

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NEALS LANDING SUBDIVISION

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Prepared for Recording by:
FairFax Development, Inc.
3390 Dozer Lane
Knoxville, TN 37920

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DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

NEALS LANDING SUBDIVISION

THIS DECLARATION is made, published and declared this 16th day of September, 1999, by and among (1) FairFax Development Corp. (The "Declarant"), and (2) any and all persons, companies or other entities presently owning or hereinafter acquiring any of the hereinafter described real property.

WHEREAS, the Declarant is the fee simple owner of a certain tract of real property in Knox County, Tennessee, which is more particularly described in Exhibit "A", attached hereto and made a part hereof by this reference;

WHEREAS, the Declarant has caused to be prepared a plan for the subdivision of said real property shown on Exhibit "A" into residential lots, said subdivision to be known as Neals Landing Subdivision Unit-1, and has caused a corrected subdivision plat of the said real property to be filed of record in Plat Cabinet P, Slide 336C, in the Register's Office of Knox County, Tennessee; and

WHEREAS, it is to the benefit, interest and advantage of the Declarant, and each and every person or other entity which may hereafter acquire any interest in any of the aforescribed real property described in Exhibit "A" that certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of all of the same be established, fixed, set forth and declared as covenants running with the land;

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare (1) that all, and each and every part of, said real property shown in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved and otherwise held and used subject to (a) the following covenants, conditions, restrictions, uses, limitations and obligations and (b) all easements, conditions, restrictions, etc., as set out in the Subdivision Plat previously mentioned, all of which are hereby declared and agreed to be in furtherance of a plan for the development and improvement of said real property, (2) that said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the land and to the Declarant, its successors and assigns, the Association and any person or legal entity acquiring or owning any interest in any portion of said real property or any improvements thereon, and their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.

DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to Neals Landing Community Association, Inc., a non-profit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are attached hereto marked Exhibits "B" and "C" respectively and are hereby made a part hereof.

Section 2. "Common Area" shall mean that certain Property labeled as common area, Neals Landing Subd., and all land designated as Common Area on said Plat or any revisions thereof.

Section 3. "Declarant" shall mean FairFax Development Inc., with offices in Knox Country, Tennessee, its successors and assigns.

Section 4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary declaration filed hereafter, as this Declaration may, from time to time, be amended in accordance with its terms.

Section 5. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots.

Section 6. "Lot" or "Lots" shall mean and refer to the plots of land designated on the Subdivision Plat. For all purposes hereunder, the Declarant shall be the Owner of all of said Lots, save and except only those particular Lots which the Declarant conveys in fee simple title by recordable deed from and after the date hereof.

Section 7. "Member" shall mean and refer to every Person who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation. The purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 9. "Person" means an individual, firm, company, corporation, partnership, association, trust or other legal entity or any combination thereof.



Section 10. "Property" shall mean all of that certain real property hereinabove described, both in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and this Declaration.

Section 11. "Subdivision Plat" shall mean the original recorded plat of said subdivision referred to in Exhibit "A", and any amendments or revisions thereto, and the recorded plats of any additional property which is later incorporated into and made subject to this Declaration.



ARTICLE II.

THE PROPERTY

Section 1. Property Subject to Declaration. The Property shall be held and used subject to this Declaration.

Section 2. Roads and Utilities. The roads within the Property are public property. Pipes, lines, cables, other means of utility service, etc., shall also be public.

Section 3. Additional Property Subject To This Declaration. Additional residential property and/or common areas which are not presently a part of the Property may be added to and become subject to this Declaration as desired by the Declarant. The decision to include additional property to be subject to this Declaration shall be at the sole discretion of Declarant. Declarant and/or the venturers of the Declarant currently own and may subsequently acquire additional land adjacent or contiguous to the Property or in the vicinity of the Property and probably will incorporate some or all of such additional land into this Declaration, but Declarant and/or the venturers of the Declarant are under no obligation to incorporate any such additional land into this Declaration.

ARTICLE III.

THE ASSOCIATION

Section 1. Members. Every Person who is a record owner of a fee or an undivided fee interest of any Lot shall be a Member of the Association; provided, however, that anyone who holds such interest merely as security for the performance of an obligation, shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Control by Declarant. The Declarant shall be a Member for each Lot owned by it until the same is sold and title transferred. Notwithstanding any other provision of this Declaration or any related document, the Declarant shall retain total control of the Association including the right to cast the votes of all members, the Property, the development thereof, and the improvements thereon, including, without limitation, plan approval, until the development is complete and all of the Lots have been sold and all land currently owned or hereafter acquired by the Declarant, by any venturer of the Declarant, or by any entity related to any venturer, in the surrounding vicinity is developed and sold. However, Declarant may, at its option, transfer said control to the Members at such time as it deems appropriate.

Section 3. Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one (1) vote for each Lot owned. The Declarant's vote on any matter shall outweigh the aggregate vote of all other Members until the control granted to Declarant in this Article is transferred to the Members.

Section 4. Secured Parties. No individual or legal entity holding titling to a Lot as security for any debt or obligation shall be considered an owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any questions or matter affecting the administration of the Association.

Section 5. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. Subject to the Declarant's control as set forth in Article III, Section 2 above, and other rights set forth in this Declaration, the vote of the Members representing fifty-one (51%) percent majority of the total votes cast, with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, the Association's Charter or By-Laws, or this Declaration, a different vote is required. In such case, such express provision shall govern and control. The vote of any membership which is owned by more than one person may be exercised by any of them present at any meeting unless an objection or protest by a co-owner of such membership is noted at such meeting. In the event all of the co-owners of any such membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall

not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 6. Proxies. A Member may appoint any other Member or the Declarant, or any other person permitted by law or by the By-Laws, as his proxy. In no case, may any Member, except the Declarant, cast more than one vote by proxy, in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the By-Laws.

Section 7. Quorum. The presence, either in person or by proxy, of Members representing at least a fifty-one (51%) percent of the total votes entitled to be cast with respect to any question shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted. If two or more successive meetings are adjourned for lack of a quorum, the quorum for each successive resumed meeting shall be equal to the greater of the number of votes represented at either of the two previous adjourned meetings.

ARTICLE IV.

PROPERTY RIGHTS AND EASEMENTS

Section 1. Owner's Easements of Enjoyment Over the Common Area. Every Owner shall have a right and easement of enjoyment over and across the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to this Declaration and the following specific provisions:

(a) The right of the Association, as provided in its Charter and/or By-Laws, to suspend any enjoyment rights of any Member;

(b) The right of the Association, in accordance with its Charter and/or By-Laws, to improve and maintain the Common Area;

(c) The right of the Declarant and the Association, but not the obligation, to protect, maintain and inspect the Common Area;

Section 2. Easements for Utilities and Related Purposes. The Declarant and/or the Association are authorized and empowered to grant such licenses, easements and/or rights-of-way for water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities and other common services to the Property as may be considered necessary, appropriate or desirable for the orderly maintenance, preservation of the health, safety, convenience and/or welfare of the Owners and the Declarant.

Section 3. General Easement. The Declarant hereby reserves for itself and the Association the right and easement to the use of any Lot or any portion thereof, as may be needed for repair, maintenance or construction on such Lot, any other Lot, or the Common Area.

ARTICLE V.

MAINTENANCE AND REPAIR

Section 1. Association Responsibilities. Except as otherwise stated in this Declaration, the Association shall provide and pay for all maintenance and expenses for the Common Areas, any improvements on the Common Areas, Common Fences, the entrances, the Entry Areas, drainage structures, Retention Basins, and Road Medians.

Section 2. Individual Lot Owners. Each Owner shall be responsible for the maintenance, painting, and proper upkeep of the Owner's Lot and all improvements thereon, including, without limitation, all areas within easements. Grass, weeds, and vegetation shall be kept neatly mowed to the curb and all debris and animal waste shall be cleared at regular intervals from each Lot so as to maintain same in a neat and attractive manner.

Further, each Owner shall keep his residence in a condition comparable to its condition when initially constructed. In the event all or any portion of a residence is damaged or destroyed by fire or other casualty, then the Owner shall promptly rebuild, repair or reconstruct said residence in a manner which will substantially restore same to its original condition or demolish the residence, at his discretion within nine (9) months of the occurrence of the casualty.

In the event the Owner of the Lot shall fail to comply with the terms and conditions of this Article in a manner reasonably satisfactory to the Board of Directors and in keeping with other Lots, the Declarant, in its sole discretion, or the Association, after approval of two-thirds (2/3) vote of the Board of Directors, shall have the right, through agents and/or employees, to enter upon said Lot and to repair, maintain and restore the Lot and to repair, maintain, restore or demolish the improvements thereon. The costs thereof, together with interest thereon and costs of collection thereof, shall be a binding personal obligation of such Owner, as well as, a continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Register of Knox County, Tennessee. The rights and remedies given to the Association by the Article of this Declaration dealing with assessments and non-payment thereof shall apply fully to the debt obligations, including interest and costs of collection, and the lien rights created in this Section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

ARTICLE VI.

COMMON FENCES

Common Fence. The Declarant may construct fences for the purpose of accents and landscaping as needed. Fences shall be of a design to be selected by the Declarant and shall be maintained by the Association, and may not be changed in any manner by any Owner.



ARTICLE VII.

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the assessments provided in this Article. Said assessments shall be fixed, established and collected from time to time as herein provided. All such assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall also be the personal obligation of the Owner of such Lot at the time when the assessment becomes due.

Section 2. Annual Assessments.

(a) Each Member shall pay to the Association in advance an annual sum equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- (1) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any, any repayment of any debt expenses including any loans incurred by the Association and interest thereon from Declarant for operating and capital improvement; and
- (2) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- (3) The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and
- (4) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and
- (5) The estimated cost of repairs, maintenance and replacements of the entrance, the Frontal Fence, drainage systems, Retention Basins, the Common Area and other items.
- (6) Electricity and water for irrigation of the Common Area improvements.



(b) For each Lot, the annual assessment shall first become due on the date of the closing of the sale of said Lot from the Declarant to the Owner, unless the Owner is a builder constructing a residence for someone other than himself, in which case, said assessment shall first become due on the date of the closing of the transfer of said Lot by the builder to the first resident, or eighteen (18) months from the date of the closing of the sale of the Lot from the Declarant to the builder, whichever is earlier. The assessment shall be prorated for any partial assessment year.

(c) After January 1, 2004, the Board of Directors shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the By-Laws. The general annual assessment for each Lot shall be computed by dividing the total assessment attributable to the Property by the total number of Lots. Written notice of the annual assessment shall be sent to every Owner subject thereto but failure to receive such notice shall not excuse payment. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

(d) Until the sooner of January 1, 2004, or until 30 Lots are sold by Declarant, the maximum annual assessment per lot to be paid to the Association shall be \$250.00.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy a special assessment or assessments in any assessment year, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the Members shall be duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days, but not more than thirty (30) days, in advance of such meeting, which notice shall set forth the purpose of the meeting. Such assessment shall be prorated among the Members on the same basis as annual assessments.

Section 4. Emergency Assessments. In the event of any emergency situation, condition, or occurrence affecting the life, health, safety or welfare of the Members or the property of the Members, the Board of Directors may declare an emergency assessment in such amount and payable at such time as the Board, in its sole

discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be prorated among the Members on the same basis as annual assessments. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

Section 5. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due, shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. In order to evidence said lien, a notice of lien setting forth the amount of the indebtedness, the Owner's name, and a description of the Lot shall be recorded with the Office of the Register of Deeds of Knox County, Tennessee. The personal obligation of the Member to pay such assessment shall, however, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the said Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots; in either event, the Association may collect from the Member interest, costs and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property or abandonment of his Lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Owner irrevocably grants the Board of Directors of the Association the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale conforms with Sections 7 and 8 of this Article. The Association is hereby authorized to take any and all courses of action available to it for collection of the assessment which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of said property for not less than

twenty-one (21) days by three (3) weekly publications in some newspaper circulated in the County of Knox, State of Tennessee, giving notice of the time and place of such sale. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, statutory right of redemption, marital rights, homestead, and dower and all other exemptions, all of which are expressly waived by the Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust described in Section 7 of this Article. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the Property and the expenses of litigation, attorney's fees, and sale commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust as described above; and third, to the payment of all amounts due the Association under the terms of the Declaration and the By-Laws; and the balance, if any, to the Owner whose Lot is sold, and his assigns. Upon any default in the payment of the assessment, the Board of Directors shall have the right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as the mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or an Owner, pursuant to any terms, provisions and covenants and conditions of the Declaration and the By-Laws, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration and the By-Laws, at law or in equity.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 7. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

- (a) General and special assessments for real estate taxes on a Lot; and

(b) The liens of any deeds of trust or mortgage instruments duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Association reflecting that payments on said lien were current as of the date of recording of said deed of trust or mortgage instrument.

Section 8. Subordination and Deed of Trust/Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first deed of trust or mortgage (meaning a lien with priority over all other liens) if such deed of trust or mortgage is made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all Owners, including the mortgaged Lots. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. Said lien, if any, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such deed of trust or mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 9. Additional Default. Any recorded first deed of trust or mortgage secured by a Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such deed of trust or mortgage (or the indebtedness secured thereby), but failure to include such a provision in any such instrument shall not affect the validity of priority thereof, and the protection extended to the holder of such instrument (or the indebtedness secured thereby) elsewhere in this Article shall not be altered, modified or diminished by reason of such failure.

ARTICLE VIII.

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An Architectural Committee is hereby established and shall consist of three (3) entities or persons (the "Committee"). The initial Committee shall consist of the Declarant and two (2) other entities or persons to be selected by the Declarant. These Committee members shall serve for a period of two (2) years (and until such time as replacement members are appointed,) unless they are replaced by the Declarant, resign or otherwise fail to serve. Upon the expiration of two (2) years from the date hereof, or the earlier termination of any Committee member, the Declarant shall then appoint substitute Committee members until control of the Association is transferred to the Members, at which time, the Board of Directors of the Association shall have the authority to make said appointments; provided, however, that the Declarant shall have the absolute right to be one of the three (3) Committee members until the development is complete and all of the Lots have been sold and all land currently owned or hereafter acquired by the Declarant, by any venturer of the Declarant, or by any entity related to any venturer, in the surrounding vicinity is developed and sold. The affirmative vote of a majority of the membership of the Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of improvements desired by the Declarant, no structure or improvement of any kind or nature, or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots, nor shall any existing structure, improvement, fence or barrier upon any Lot be altered in any way which materially changes the exterior appearance thereof, without the written consent of the Committee; nor shall any new use be commenced on any Lot without the written consent of the Committee. Plans and specifications of all such improvements and uses shall be submitted to and may be retained by the Committee. They shall be in such form and shall contain such information as may be required by the Committee, but in any event shall include, without limitation, (1) a building plan and site plan showing the floor plans, exterior elevations, color scheme, kind, shape, height, materials and location with respect to said Lot (including proposed front, rear and side setbacks) of all structures, fences or barriers, and location of all parking spaces and driveways on the Lot and the proposed surface thereof, (2) grading and landscape plans, and (3) a selection of one of several landscape designs which the Committee will make available and which will represent the minimum landscape requirements. Declarant recommends that all plans and specifications be prepared by a

registered and licensed professional Architect or Engineer. The Builder selected to construct any residence shall be approved by the Committee in its sole and absolute discretion. No residence may be constructed upon any Lot except by a Licensed General Contractor.

The Committee may promulgate rules governing the forms and content of plans to be submitted for approval or requiring specific improvements on the Lots, including, without limitation, the exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Committee at any time, and no inclusion in, or omission from or amendment of any such rule or statement shall be deemed to bind the Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Committee's discretion as to any such matter; however, no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver by the Committee in its discretion to disapprove such plans, specifications, features or elements as are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, improvements, fences or barriers on and uses of the Lot in question.

In the event the Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

Upon submission of the plans and specifications, the Owner shall pay to the Committee a review fee of \$50.00 and shall further pay an additional fee of \$25.00 for each additional review needed to comply herewith, plus any expenses or cost incurred by the Committee in connection with such reviews.

If any structure, improvement, fence or barrier shall be altered, erected, placed or maintained upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Committee as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein; and upon written notice from the committee, any such structure, improvement, fence or barrier so altered, erected, placed or maintained upon any Lot, in violation hereof, shall be removed or altered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner of the Lot in question shall not have taken reasonable steps toward the removal, alteration or termination of the same, the Association, by its officers or directors, shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner, as well as, a continuing lien upon the Lot in question upon the recording of a notice of lien with the Office of the Register of Deeds of Knox County, Tennessee. The provisions of the Article of this Declaration dealing with assessments and non-payment thereof, including, without limitation, the right and remedies given to the Association therein, shall apply fully to the debt obligations, including interest and costs of collection, and the lien rights created in this section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Committee, the Committee shall, upon written request of the Owner thereof, issue a letter of compliance identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation of such letter shall be at the expense of the Owner of such Lot. Any compliance letter issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such compliance letter shall be conclusive evidence that all structures and improvements described therein and the use or uses described therein comply with all the requirements of these restrictions.

Any agent of the Declarant or the Committee, may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions of this Declaration, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX.

CONSTRUCTION OF RESIDENCE

Section 1. Completion of Construction. Once construction of a residence is commenced, the particular Owner shall proceed diligently therewith and complete construction within eighteen (18) months after said commencement.

If said construction is not completed within said eighteen (18) months, then the Owner shall owe to the Declarant a penalty equal to twenty percent (20%) of the original price of the Lot. Said amount shall be payable within thirty (30) days after the end of said eighteenth month and shall increase by an additional penalty of one percent (1%) of said price for each additional thirty (30) days it remains unpaid. Said penalties, together with costs of collection thereof, shall be a binding personal obligation of such Owner, as well as, a continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Register of Deeds of Knox County, Tennessee. The rights and remedies given to the Association by the Articles of this Declaration dealing with assessments and non-payment thereof shall apply fully to the debt obligations, including costs of collection, and the lien rights created in this Section for the benefit of the Declarant.

The terms and conditions of this Section, including, without limitation, the time periods set forth for completion of construction, shall apply fully to any subsequent purchasers or any Lot.

Section 2. Subordination and Mortgage Protection. The subordination and mortgage protection provisions of the Article of this Declaration dealing with assessments and non-payment thereof shall be fully applicable to all the rights and remedies of the Declarant created by this Article.

ARTICLE X.

RESTRICTIVE COVENANTS

Section 1. Residential Use. No Lot shall be used except for private residential purposes permitted by the PR Single Family Zoning Regulations of Knox County, Tennessee, as same exist and are in effect as of the date of this Declaration and except for those uses permitted to the Declarant as shown herein.

Section 2. Uses, Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the residences to be built on the Lots and for the protection of the values of the entire development, the Lots and the residences to be constructed shall be governed by the following provisions:

(a) The Property is hereby restricted to private residential dwellings for residential use only, and no trade or business of any kind shall be conducted on a Lot except for such uses permitted to Declarant as shown herein. All buildings or structures placed upon the Property shall be site-built and of new construction, and no buildings or structures shall be moved from other locations onto the Property. However, nothing in this paragraph is intended to limit or restrict, and same shall not limit or restrict, Declarant from constructing any structure upon, or moving any mobile home or trailer onto, the Property whether any of same be new or used, for use as an office or any other purpose related to the development, marketing and management of the Property. Nor shall same limit or restrict Declarant from placing such signs or billboards or engaging in any such trades, businesses or activities on the Property which Declarant, in its discretion, shall deem appropriate and proper related to the development, marketing and management of the Property.

(b) Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Subdivision Plat.

(c) No structures of a temporary character, trailers, tents, shacks, garages, barns or other out-buildings shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

(d) All buildings erected on any Lot shall have wood frame, vinyl, or vinyl clad windows on all sides of building, all of which must be approved by the Committee.

(e) Each residence shall be guttered.

(f) Each residence must have an attached fully enclosed garage for not less than two (2) nor more than four (4) cars. Basement garages may be approved if the Lot and dwelling are of suitable size and character. No garage door may be left open to a street for an extended period of time.

(g) Each residence must have a uniform traditional mailbox structure and may have outdoor post lights, all of which must be approved by the Committee. Mailboxes must be purchased through the Homeowners Association. The treatment and construction of all driveway entrances must be approved by the Committee.

(h) All private fences must be constructed of (1) wood planks no more than 8" in width (2) Kentucky fences consisting of wood posts and three (3) wood rails. In accordance with Article VIII hereof, all fences must be approved by the Committee. No fence, hedge or other separating device shall be constructed beyond the front house line, nor on corner lots beyond the side house line.

All fences, regardless of location, shall be no more than six (6') feet tall. Notwithstanding all of the foregoing provisions of this paragraph (h), the Committee shall have the right to grant approval for such variations, waivers or exceptions to any or all of the above restrictions related to fences as it, in its sole discretion, shall deem proper.

(i) No obnoxious 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.

(j) No animals of any kind shall be raised, bred or kept on any of the Lots, except dogs, cats or caged birds provided that such dogs, cats and birds are not kept, bred, or maintained for any commercial purpose and are confined within homes, fenced yards or restrained by leash at all times. Any dogs kept outside shall not be allowed to be noisy, bothersome or a nuisance. No pens or runs are allowed.

(k) Prior to occupancy of a new residence, the initial Owner shall sprig or seed the entire Lot and shall plant at least two (2) trees with a minimum trunk diameter of (2) inches (measured at a height of one foot (1.0') above the base of the trunk) in the front yard. Thereafter, grass shall be maintained on the Lot at all times. The type tree shall be selected from a list approved by the Committee.

(l) No three-wheelers, four-wheelers or other vehicles not approved for use on public streets (except bicycles) shall be permitted on the streets of the Property.

(m) No signs whatsoever (except normal mailbox signage and one (1) "for sale" sign per Lot not to exceed five (5) square feet, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any residents thereof. No business activity of any kind whatsoever shall be conducted in any building or on any portion of the Property (except for home offices which do not generate any traffic to or from the property, such as from visitors, clients, customers or delivery vehicles) provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboards or the construction and maintenance of buildings, if any, of the Declarant, its agents, and assigns during the development of the Property and the time period needed to sell the Lots.

(n) No exterior television or radio antennas, nor any satellite dishes of any sort (except those ground-mounted and completely hidden from the view of persons at ground-level which shall be approved by the Committee) shall be placed, allowed or maintained upon the Property or any improvements to be located upon the Property. This may be waived by committee, however it does not constitute waiver as to other dishes or antennas.

(o) No clothesline may be used or maintained on any Lot.

(p) No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence improvements. Building materials shall be stored only within the property lines of the particular Lot involved.

(q) Excluding mail boxes, approved post lights, natural or approved vegetation and the needs of the Declarant, no obstruction shall be allowed within ten (10') feet of any right-of-way, except on property or easements owned by the Association or unless approved by the Committee.

(r) All equipment, air conditioning units, electrical transformers, garbage cans, service yards, and woodpiles shall be kept screened by adequate planting or fencing so as to completely conceal them from view of all streets and neighboring Lots. Further, any and all of the foregoing items, along with any basketball goals or other playground or sports equipment shall be located and placed no closer to any street than the front of the house. Basketball goals shall not be attached to the front of any house. "Front of the house" as used in this Declaration shall mean that part of the structure of the house farthest away from the street but facing such street. Corner lots must comply with this restriction as to both streets.

All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.



(s) The construction of all swimming pools shall be approved by the Committee. All swimming pools shall be fenced in a manner to comply with applicable law and regulations and to prohibit easy access by small children. All such fences must be in full compliance with the fence restrictions hereinbefore set forth. No above-ground pools shall be visible from any other Lot, street or common area.

(u) No wagons, trailers or recreation or commercial vehicles, including, without limitation, boats, boat trailers, horse trailers, motorcycles, trucks, motor homes, camping trailers, or similar type items shall be kept other than in a garage. No automobile or other vehicle shall be continuously, habitually or regularly parked on any street or right-of-way or in any yard.

(v) No tree with a diameter of six (6) or more inches, as measured two (2') feet from the ground, shall be removed without the approval of the Association, except for the emergency removal of a tree that constitutes a hazard to person or property.

(w) The minimum heated liveable area for a one story dwelling, exclusive of porches and garages, is 1500 heated square feet. Two-Story and One & One-Half dwellings shall not have less than 2000 heated square feet in the two levels of the dwellings, exclusive of porches and garages. All dwellings shall have a minimum of twenty foot by twenty foot (20'x20') two-car garage.

(x) Setback lines and height restrictions shall be no less than those required by applicable governmental regulations and no less than those shown on the Subdivision Plat. The Committee shall have the absolute right to control the precise site and location of any house or other structure upon all Lots. Such location shall be determined only after reasonable opportunity has been afforded to the Owner to recommend a specific site.

(y) No Lot may be further subdivided, except by Declarant. No portion of any Lot may be conveyed except with the prior written approval of the Committee.

(aa) All-above-ground exterior foundation and exposed basement walls must be veneered with brick or stone unless otherwise approved by committee.

(bb) During construction of improvements and at all times thereafter, lots must be regularly cleaned and kept free of debris. County and State erosion and sediment control guidelines shall be observed at all times.

(cc) All driveways, walks and patios must be paved prior to occupancy of any dwelling and must be constructed of washed concrete unless otherwise approved by the Committee.

(ee) Each lot may be improved with only one single-family dwelling, and no out-buildings, carports, sheds or any other structures shall be allowed, except one detached storage building, no larger than eight feet by eight feet by seven feet tall, constructed of the same material as the residence on said lot so as to have a similar appearance. Said storage building must be located in the rear yard. Prior to construction, plans and specifications for any storage building must be approved by the Committee.

(ff) The finished grading for all Lots shall be completed in conformity with the recorded plat for the Subdivision and in such manner as to retain all surface water drainage on said lot or lots in "property line swales" designed to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the Subdivision as approved by the appropriate county authority.

(gg) All roofs must have an 6/12 pitch or steeper.

(hh) Except for those built by the Developer and Association within their Easement as set out in Article IV, Section 4 herein. No fences may be erected on any lot adjacent to Asheville Hwy unless approved by the committee.

(ii) No vegetable gardens shall be allowed in front or side yards.

(jj) The exterior front of all dwellings shall be brick veneered below roof lines. All other sides on dwelling shall have choice of wood, vinyl, stone or brick combination and must be accepted by the committee.

(kk) All flashings on structures must be copper or metal painted to match the trim of the structure.

(ll) The Declarant reserves unto itself the right to approve additional and separate restrictions at the time of sale of any of the Lots, which restrictions may differ from Lot to Lot.

(mm) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the time period necessary for the sale of said Lots, upon such portion of the premises as the Declarant deems necessary, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Property and the sale of the Lots, including, without limitation, a business office, storage area, construction yard, signs, model units, and sales office.

(nn) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors for the operation and use of the Property and promulgated among the membership by them in writing. The Board of Directors is hereby authorized to adopt such rules including the levying of appropriate fines which will then be treated as assessments.

(oo) The Declarant, in its sole discretion, or the Association, after approval by a majority vote of the Board of Directors, shall have the right, through agents and/or employees to enforce the aforesaid restrictive covenants and to enter upon any Lot in violation thereof for such purpose. Upon written notice from either the Declarant or the Association, any such violation shall be corrected by the Owner of the subject Lot. If fifteen (15) days after the notice of such violation, the Owner shall not have taken reasonable steps toward correction thereof, the Declarant or the Association, by their officers and directors, shall have the right, through agents and employees, to enter upon such Lot and take such steps as necessary to extinguish such violation. The costs thereof shall be the binding personal obligation of such Owners, as well as, a continuing lien upon the subject Lot upon the recording of a notice of lien with the Office of the Register of Deeds of Knox County, Tennessee. The provisions of the Article of this Declaration dealing with assessments and non-payment thereof, including, without limitation, the right and remedies given to the association therein, shall apply fully to the debt obligations including interest and costs of collection, and the lien created in this section. Likewise, the terms and conditions of said Article dealing with subordination and mortgage protection shall be fully applicable.

ARTICLE XI.

MISCELLANEOUS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of the Association and the Owners of any real estate subject to this Declaration, their respective legal representatives, heirs, successors and assigns, and shall remain in effect until January 1, 2024, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of ninety (90%) percent of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Any amendment must be properly recorded to be effective. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES AND SHALL HAVE THE RIGHT FOR A PERIOD OF FOUR (4) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART IN ORDER (1) TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL STATE OR LOCAL, (2) TO CONFORM TO THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR (3) TO INSURE THE REASONABLE DEVELOPMENT OF THE PROPERTY AND AS TO ANY ADDITIONAL UNITS OR PHASES ADDED HERETO FROM THE DATE SUCH PHASE OR UNIT IS ADDED.

Section 2. Enforcement. The Declarant, the Association, or any Member, shall have the right to enforce the terms and conditions of this Declaration by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Declarant or the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 3. Hold Harmless and Owner's Responsibility. Each Owner, recognizing that certain risks are inherent in the building of houses, and in other aspects of building and recreation, does upon taking title to a Lot, hold harmless (1) the Declarant, (2) the Association, (3) any other entity managing or supervising the aforesaid activities which is owned and/or controlled or employed by the Declarant, by the Association or by some or all of the Members, and (5) their directors, officers and employees, from any and all losses, liabilities, or damages which said Owner, his family, or guests may sustain resulting from the acts, and/or omissions of said entities, except for their gross negligence. Further, said Owner shall be fully responsible for any and all losses or damages which might be caused by himself, his family or their invitees.

Section 4. Disclaimer. The Property may include some land that is filled or partially filled or that contains abandoned wells, underground springs or other characteristics which may affect its suitability for building. The Declarant makes no warranty or representation, express, implied or otherwise, as to the Property being undisturbed land or suitable for building, and shall not be liable for claims, losses or damages of any kind or character resulting from such conditions.

Section 5. Casualty and Liability Insurance. The Owner of each Lot shall carry in full force and effect casualty insurance in limits for the replacement value of Lot improvements located thereon and normal and reasonable general liability insurance. The Owner shall provide the Association a copy of the policies providing such coverage, and the policies shall contain a thirty (30) day notice of cancellation provision running to the benefit of the Association. Insurance on the Common Area shall be carried and paid by the Association.

Section 6. Interest and Late Charges. Any amount due to the Association, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors of the Association, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of said Board, be subject to such penalty or "late charges" as said Board may fix.

Section 7. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.

Section 8. Headings. All headings appearing herein are for convenience only and shall be disregarded in construing the substantive provisions hereof.

Section 9. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 10. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 11. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the officer duly authorized so to do the day and year first above written.

FAIRFAX DEVELOPMENT, INC.

By:

Its:

STATE OF TENNESSEE

COUNTY OF Knox

)
: ss.
)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Timothy F. Neal, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President, of FAIRFAX Development INC., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal at office, this 10th day of February, ~~1999~~ 2000.

Groy R Lowe
NOTARY PUBLIC

My Commission Expires:

My commission expires Mar. 27, 2002

"EXHIBIT A"

Property Description

Situated in District 8 of Knox County, Tennessee and being all that property platted as Neals Landing Subdivision, Unit 1 as shown by corrected Plat of Record in Plat Cabinet P, Slide 336C in the Register's Office for Knox County, Tennessee.



CHARTER
OF
NEALS LANDING COMMUNITY ASSOCIATION, INC.

The undersigned person under the Tennessee Nonprofit Corporation Act adopts the following charter for the aforesaid corporation:

1. The name of the corporation is Neals Landing Community Association, Inc.
2. The corporation is a mutual benefit corporation.
3. The corporation is not a religious corporation.
4. (a) The address of the corporation's initial registered office in Tennessee, is:
3390 Dozer Lane
Knoxville, TN 37920
(b) The name of the initial registered agent, to be located at the address listed in paragraph 4(a), is:
Timothy F. Neal, President
FairFax Development, Inc.
5. The name and address of the incorporator is:
Timothy F. Neal
6. The address of the corporation's principal office is:
3390 Dozer Lane
Knoxville, TN 37920
7. The corporation is a nonprofit corporation.
8. The corporation is organized for the principal purpose of promoting the well being of and enhancing and protecting the value of the property owned by members of the corporation owning portions of the real property located on Asheville Highway in Knox County, Tennessee, known as Neals Landing Subdivision.
9. The corporation will have members. Every person or entity who is a record owner of a fee or undivided fee interest of any lot on the Property shall be a member of the corporation; provided, however, that anyone who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separate from ownership of any lot. Ownership of such lot shall be the sole qualification for membership.



10. Upon dissolution, assets of the corporation shall be distributed in accordance with a plan of dissolution adopted pursuant to TCA 48-64-102.

10 Feb 00
Signature Date

Kennedy F. Ruel
Incorporator



BYLAWS
OF
NEALS LANDING COMMUNITY ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of this corporation is Neals Landing Community Association, Inc. Its principal place of business shall be 3390 Dozer Lane, Knoxville, TN 37920. The corporation may have such other offices within or without the State of Tennessee as the Board of Directors may from time to time designate.

Section 2. Applicability. These Bylaws and each provision thereof shall be applicable to all Lots and all Members, as hereinafter defined, within the residential subdivision known as Neals Landing, located in Knox County, Tennessee (the "Property"), and within such other subdivisions or property which may become subject to the Declaration.

Section 3. Definitions. All of the terms of these Bylaws shall have the same meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for Neals Landing Subdivision (the "Declaration").

ARTICLE II

MEMBERSHIP

Section 1. Eligibility. Every Member in compliance with all of the requirements and conditions contained in the Declaration and these Bylaws shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be a Member for each Lot owned by it until same is sold and title transferred.

Section 2. Voting Rights. The voting rights of the Membership shall be appurtenant to the ownership of a Lot, each owner of a Lot being entitled to one (1) vote for each Lot owned.

At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. Subject to the Declarant's control and other rights set forth in the Declaration, the vote of the Members representing fifty-one (51%) percent majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, the Association's Charter, the Declaration or these Bylaws, a different vote is required, in which case such express provision shall govern and control.

The vote of any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question.

No Member shall be eligible to vote, either in person or by proxy, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 3. Proxies. A Member may appoint any other Member, the Declarant or any other person permitted by law as his proxy. In no case may any Member, except the Declarant, cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these Bylaws.

Section 4. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one (51%) percent of the total votes entitled to be cast with respect to any question shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the quorum and the question of a lack of quorum is raised, no business may thereafter be transacted.



A meeting may be adjourned despite the absence of a quorum. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If two or more successive meetings are adjourned for lack of a quorum, the quorum for each successive resumed meeting shall be equal to the greater of the number of votes represented at either of the two previous adjourned meetings.

Section 5. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 6. Annual Meetings. The annual meetings of the Members of the Association shall be held at 7:00 p.m. on the third Monday in January of each year, beginning in 2000. At such meeting there shall be elected a Board of Directors by secret written ballot of the Members in accordance with the requirements of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

Section 7. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a written petition signed by Members representing at least twenty percent (20%) of the total number of votes outstanding. The notice of any special meeting shall state the time and place such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 8. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meetings, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the membership book the Association, or if no such address appears, at his last known place of address, at least ten (10) days but no more than sixty (60) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Member at his last known address by deposit in the box or slot for the United States mail. Notice by either such method shall be considered a notice served. Attendance by a Member at any meeting of the Members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 9. Action Without Meeting. Whenever the vote of Members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration or these Bylaws, such meeting and vote may be dispensed with if all Members who would have been entitled to vote upon such action consent in writing to such action being taken.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.

In the case of a special meeting, items (a) through (d) shall be applicable, and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be managed by the Board of Directors composed of natural persons, each of whom shall be of legal age.

Section 2. Initial Directors. The initial Board of Directors shall be appointed by the Declarant and shall consist of three (3) persons who need not be Members of the Association. The initial Directors, or their successors as appointed by Declarant, shall act as such from the date on which the Declaration is recorded in the Register's Office of Knox County, Tennessee, until the fifth annual meeting of the Members at which time the directors shall be elected as provided herein.

Section 3. Subsequent Directors. Beginning with the fifth annual meeting of the Members, and thereafter, the Board of Directors shall be composed of three (3) to seven (7) persons, who need not be Members of the Association.

Section 4. Nomination. Nomination for election of the Board of Directors of the Association shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may also be made from the floor at the annual meeting.

Section 5. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and the Property and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for:

- (a) Care and upkeep of the properties charged to the care of the Association.
- (b) Establishment and collection of assessments and/or carrying charges from the Members and for the assessment and/or enforcement of liens therefor and borrowing of funds, all in a manner consistent with law and the provisions of these Bylaws and the Declaration.

- (c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the Property and to provide services for the community in a manner consistent with law and the provisions of these Bylaws and the Declaration.
- (d) Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Property, all of which shall be consistent with law and the provisions of these Bylaws and the Declaration.
- (e) Fulfillment of all duties promulgated by these Bylaws and the Declaration.

Further the Board of Directors shall have the power to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid and for any period not to exceed ninety (90) days for the infraction of its published rules and regulations.

Section 6. Election and Term of Office. The term of the Directors shall expire when their successors have been duly elected and are duly qualified. At the third annual meeting of the Members, the Members shall determine the number of Directors consistent with these Bylaws, who shall constitute the Board of Directors to serve until the next annual meeting. The term of office of each Director thereafter shall be for a period of one (1) year and until their successors shall have been elected.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director legally to constitute such meeting, provided a majority of the Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail or telephone, at least six (6) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present and remain present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the Members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal Officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. After the third annual meeting of Members, the officers of the Association must be Members of the Association. The Directors may appoint such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Offices. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the sole discretion of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. In the event he is also a Member of the Board of Directors, he shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association; shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of the Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects belonging to the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by both the President, and the Secretary, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.



ARTICLE V

INDEMNIFICATION AND CONFLICTS

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Association against any and all expense, including attorney's fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Property (except to the extent that such officers or Directors may also be Owners of Lots within the Property) and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association, or former officer or Director of the Association, may be entitled.

Section 2. Conflicts Or Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the Property. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Developer) in which one or more of the Directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors of any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

- (b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VI

EXPENSES, MAINTENANCE AND EMERGENCIES

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, and operate the Property for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall pay out of the Association's funds, the following:

- (a) The cost of such insurance as the Association may effect.
- (b) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Property.
- (c) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association secures in the discretion of the Board of Directors or by the vote of the Members which are deemed necessary or proper.
- (d) The cost of the maintenance or repair on any Lot in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Areas or to preserve the appearance or value of the Property or is otherwise in the interest of the general welfare of all Owners of the Lots; provided, however, that such maintenance or repair shall be undertaken in accordance with the Declaration.
- (e) All other items which are listed as responsibilities of the Association as found in the Declaration.

Section 2. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, the Owner of any Lot shall, at his own expense, maintain said Lot in accordance with the Declaration.

Section 3. Emergencies. For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws or the Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Owner or occupant, to enter upon any Lot at any hour considered to be reasonable under the circumstances.

ARTICLE VII

FINANCIAL ASPECTS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the Property and its administration and shall specify the maintenance and repair expenses incurred. The amount of any assessment required for payment of any capital expenditures shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 3. Reports. Within ninety (90) days from date of close of each fiscal year, the Association shall furnish its Members and the holders of first mortgages requesting same an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Members, by the institution holder of any first mortgage on any Lot, and/or their duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as Members or lenders.

ARTICLE VIII

MISCELLANEOUS

Section 1. Notice to Board of Directors. Any Owner who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Agent for Service of Process. The President of the Association shall be designated as the person authorized to accept service of process in any action relating to two or more Lots or to the Common Area.

Section 3. Notices. Unless another type of notice is herein elsewhere specifically required, any and all notices called for in the Declaration or these Bylaws shall be given in writing.

Section 4. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these Bylaws are for convenience only and shall not in any way limit or enlarge the terms and provisions of these Bylaws.

Section 7. Gender, Etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 8. Conflicts. These Bylaws are subordinate to all provisions of the Declaration including, without limitation, those provisions granting certain rights, privileges and powers to the Declarant. All of the terms hereof, except where clearly repugnant to the context of the Declaration, shall have the same meaning as in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control, and in the event of any conflict between these Bylaws and any of the law of the State of Tennessee, the provisions of said law shall control.

Neal's Landing Community Association, Inc.

Amendment Proposals, Page One of Four Pages

Article and Title: *Article II, Bylaws, Section 6 – Annual Meetings*

Currently Reads As: *“The annual meetings of the Members of the Association shall be held at 7:00 P.M. on the third Monday in January of each year, beginning in 2000. At such meeting there shall be elected a Board of Directors by secret written ballot of the Members in accordance with the requirements of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.”*

Proposed Amendment: *“The annual meetings of the Members of the Association shall be held at 7:00 P.M. on the **second Monday or Tuesday in February** of each year, beginning in 2018. At such meeting there shall be elected a Board of Directors by secret written ballot **or voice vote** of the Members **present for the annual meeting**, in accordance with the requirements of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.”*

Rationale: *To provide flexibility for the annual meeting date, as well as election or appointment of the Board of Directors, as members willing to serve on the Board of Directors in past years has required volunteers to fill the roles to manage the business affairs of the Association.*

_____ Yes, I am in favor of this amendment

_____ No, I am opposed to this amendment

Signature of Member: _____ Date: _____

Amendment Proposals, Page Two of Four Pages

Article and Title: *Restrictions, Article 10, Section 2, Subsection [h] – Fences*

Currently Reads As: *“All private fences must be constructed of (1) wood planks no more than 8” in width, (2) Kentucky fences consisting of wood posts and three (3) wood rails. In accordance with Article VIII hereof, all fences must be approved by the Committee. No fence, hedge or other separating device shall be constructed beyond the front house line, nor on corner lots beyond the side house line. All fences, regardless of location, shall be no more than six (6’) feet tall. Notwithstanding all of the foregoing provisions of the paragraph (h), the Committee shall have the right to grant approval of such variations, waivers or exceptions to any or all of the above restrictions related to fences as it, in its sole discretion, shall deem proper.”*

Proposed Amendment: *Add a new section to Subsection (h), “All private fences must be constructed of (1) wood planks no more than 8” in width, (2) Kentucky fences consisting of wood posts and three (3) wood rails or (3) **PVC/vinyl material**. In accordance with Article VIII hereof, all fences must be approved by the Committee. No fence, hedge or other separating device shall be constructed beyond the front house line, nor on corner lots beyond the side house line. All fences, regardless of location, shall be no more than six (6’) feet tall. Notwithstanding all of the foregoing provisions of the paragraph (h), the Committee shall have the right to grant approval of such variations, waivers or exceptions to any or all of the above restrictions related to fences as it, in its sole discretion, shall deem proper.”*

Rationale: *To provide an additional option for homeowners that resists weather.*

_____ Yes, I am in favor of this amendment

_____ No, I am opposed to this amendment

Signature of Member: _____ Date: _____

Amendment Proposals, Page Three of Four Pages

Article and Title: *Restrictions, Article 10, Section 2, Subsection [r]*

Currently Reads As: *“All equipment, air conditioning units, electrical transformers, garbage cans, service yards and woodpiles shall be kept screened by adequate planting or fencing so as to completely conceal them from the view of all streets and neighboring lots. Further, any and all of the foregoing items, along with any basketball goals or other playground or sports equipment shall be located and placed no closer to any street than the front of the house. Basketball goals shall not be attached to the front of any house. ‘Front of the house’ as used in the Declaration shall mean that part of the structure of the house farthest away from the street, but facing such street. Corner lots must comply with this restriction as to both streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.”*

Proposed Amendment: *All equipment, (delete air conditioning units) electrical transformers, garbage cans, service yards and woodpiles shall be kept screened by adequate planting or fencing so as to completely conceal them from the view of all streets and neighboring lots. Further, any and all of the foregoing items, along with any basketball goals or other playground or sports equipment shall be located and placed no closer to any street than the front of the house. Basketball goals shall not be attached to the front of any house. ‘Front of the house’ as used in the Declaration shall mean that part of the structure of the house farthest away from the street, but facing such street. Corner lots must comply with this restriction as to both streets. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.”*

Rationale: *“To delete AC units from the list, due to new styles of units not being conducive to planting and it is the opinion of the current Board that fencing can be an eye sore where two units are located on the same side of the house.”*

_____ Yes, I am in favor of this amendment

_____ No, I am opposed to this amendment

Signature of Member: _____ Date: _____

Neal's Landing Community Association, Inc.

Amendment Proposals, Page Four of Four Pages

Article and Title: *Article 10, Section 2, Subsection [ee]*

Currently Reads As: *"Each lot may be improved with only one single-family dwelling, and not out buildings, carports, sheds or any other structures shall be allowed, except one detached storage building, not larger than eight feet by eight feet by seven feet tall, constructed of the same material as the residence on said lot so as to have a similar appearance. Said storage building must be located in the rear yard. Prior to construction, plans and specifications for any storage building must be approved by the Committee."*

Proposed Amendment: *Each lot may be improved with only one single-family dwelling, and not out buildings, carports, sheds or any other structures shall be allowed, except one detached storage building, no larger than **144 square feet, (12 x 12) and 12 feet tall roof height**, constructed of the same material as the residence on said lot so as to have a similar appearance. Said storage building must be located in the rear yard. Prior to construction, plans and specifications for any storage building must be approved by the Committee."*

Rationale: *"To bring sizing in line with what already exists in Neal's Landing Subdivision, as well as to modify the seven feet tall guidance, as this is not accurate sizing for roof height, when normal height doors are installed on the shed."*

_____ Yes, I am in favor of this amendment

_____ No, I am opposed to this amendment

Signature of Member: _____ Date: _____



Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] Comments for Agenda Item #22 7-D-20-UR / 7-SD-20-C Neal's Landing

1 message

Neal's Landing HOA <nealslandinghoa@gmail.com>

Wed, Jul 8, 2020 at 1:29 PM

Reply-To: nealslandinghoa@gmail.com

To: commission@knoxplanning.org

Cc: Mike & Karen Davis <kdavis2323@comcast.net>, Richard & Phyllis Greateorex <r.greateorex@hotmail.com>, Cindy Williams <CWilliams@luedeka.com>, Brandon Hayes <brandonhayes@charter.net>, Pete & Patty Steele <pattysteele15@yahoo.com>

Hello,

On behalf of the residents of Neal's Landing, I am submitting the following concerns/comments:

The first is related to the # of houses being proposed this time (since this is the third change). It says 142 lots on this main page: <https://knoxmpc.org/cases/7-SD-20-C>

But then the document found here (<https://www.kgis.org/CaseSummaries/7-SD-20-C.pdf>) and here (<https://www.kgis.org/CaseSummaries/7-D-20-UR.pdf>) refers to 4 lots on 1.74 acres, and 122 new residential lots.

Regarding the comments listed here (<https://www.kgis.org/CaseSummaries/7-D-20-UR.pdf>)

1. The proposed low density residential development at a density of 4.86 du/ac is compatible with the scale and intensity of the existing units of Neals Landing Subdivision. ***These lots appear to be smaller than the current 45 lots in the subdivision. There was also some questions on the agenda review yesterday because one of the documents refers to this being <4 du/ac. That concern was not addressed on that call.***
2. The development is consistent with the following general standards for uses permitted on review: The proposal is consistent with the adopted plans and policies of the General Plan and Sector Plan. The use is in harmony with the general purpose and intent of the Zoning Ordinance. The use will not significantly injure the value of adjacent property. The use will not draw additional traffic through residential areas since the development will have access to a collector and a future arterial street. ***There are concerns from the homeowners that this will injure the value of the current homes. This will draw significantly more traffic into the neighborhood (going from 45 homes to 180+). The comments about a future arterial street are concerning, we do not want the main street to become a thoroughfare between Asheville Highway and Ruggles Ferry (which would happen if there was a street).***
3. ***There are concerns about the removal of the play area/common space that was originally proposed and approved. It sounds like the commission requires this for larger subdivisions - which ours appears to be becoming.***
4. ***There is already one stormwater collection at the front of the neighborhood, this proposal adds two additional ones. We've also seen the area behind the small business building flood on numerous occasions.***

In addition, I received the comments below. I do not know how/where they calculated these things, but am passing along on behalf of the homeowner/HOA. I also recommended they provide these comments to you directly.

- The proposed new homes appear to be much smaller than the existing 45.
 - These appear to be "starter" homes with 1,000 to 1,200 square feet maximum
- I doubt these homes have a 2-car garage so there will be more cars parked outside and/or in the road.
- They are asking for the setback from the road be reduced to 25' from the currently required 35'
- The average backyard for these homes is only 15'
- The distance between these homes will be 10' (5' from each home to their respective property line)
 - 25' front yard, 5' side yard and 10' back yard
- Why are the new homes not bound by the standards originally setup for our neighborhood?
- Is this government subsidized housing? This is a very important question.

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This message was directed to commission@knoxplanning.org



Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] 7-D-20-UR FILE #:7-SD-20-C

1 message

'Jennifer Miller' via Commission <commission@knoxplanning.org>

Wed, Jul 8, 2020 at 12:17 PM

Reply-To: italianj21@yahoo.com

To: commission@knoxplanning.org

Hello.

The first is related to the # of houses being proposed this time (since this is the third change). It says 142 lots on this main page: <https://knoxmpc.org/cases/7-SD-20-C>

But then the document found here (<https://www.kgis.org/CaseSummaries/7-SD-20-C.pdf>) and here (<https://www.kgis.org/CaseSummaries/7-D-20-UR.pdf>) refers to 4 lots on 1.74 acres, and 122 new residential lots.

The comments listed here (<https://www.kgis.org/CaseSummaries/7-D-20-UR.pdf>) are surprising to me:

1. The proposed low density residential development at a density of 4.86 du/ac is compatible with the scale and intensity of the existing units of Neals Landing Subdivision. ***These lots appear to be smaller than the current 45 lots in the subdivision. There was also some questions on the agenda review yesterday because one of the documents refers to this being <4 du/ac. That concern was not addressed on that call.***
2. The development is consistent with the following general standards for uses permitted on review: The proposal is consistent with the adopted plans and policies of the General Plan and Sector Plan. The use in is harmony with the general purpose and intent of the Zoning Ordinance. The use will not significantly injure the value of adjacent property. The use will not draw additional traffic through residential areas since the development will have access to a collector and a future arterial street. ***There are concerns from the homeowners that this will injure the value of the current homes. This will draw significantly more traffic into the neighborhood (going from 45 homes to 180+). The comments about a future arterial street are concerning, we do not want the main street to become a thoroughfare between Asheville Highway and Ruggles Ferry (which would happen if there was a street).***
3. ***There are concerns about the removal of the play area/common space that was originally proposed and approved. It sounds like the commission requires this for larger subdivisions - which ours appears to be becoming.***
4. ***There is already one stormwater collection at the front of the neighborhood, this proposal adds two additional ones. We've also seen the area behind the small business building flood on numerous occasions.***

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This message was directed to commission@knoxplanning.org



Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] RE: Questions about Agenda Item #22 7-D-20-UR / 7-SD-20-C Neals Landing

1 message

Lynn Davis <ces.lynn@comcast.net>

Wed, Jul 8, 2020 at 11:31 AM

Reply-To: ces.lynn@comcast.net

To: commission@knoxplanning.org

Cc: r.greatorex@hotmail.com, cwilliams@luedeka.com, brandonhayes@charter.net, Bob Davis <bobjr77@comcast.net>, pattysteele15@yahoo.com, kdavis2323@comcast.net, "Davis, Amy D." <ADavis@lewisthomason.com>

Dear Sir/Madam:

My wife and I have another concern on the new additions. There is only one road in and one road out of Neals Landing subdivision. Some of the existing homes have small children and many other homes have people who enjoy walking in the neighborhood. So the new construction needs to create a temporary construction entrance so **no construction crews/vehicles use the existing roadways**. Please note this could be done easily by using the Owner/developers existing property that is adjacent to the subdivision. There is currently a gravel road coming from the Owner/developer's property that could be used for this purpose.

This construction will take one to two years to complete and the existing residents should not have to deal with damaged and/or muddy roads caused by large construction equipment.

Thanks,

Lynn Davis

CES

865-523-3070, x 104

From: Lynn Davis <ces.lynn@comcast.net>

Sent: Wednesday, July 8, 2020 10:49 AM

To: 'commission@knoxplanning.org' <commission@knoxplanning.org>

Cc: 'r.greatorex@hotmail.com' <r.greatorex@hotmail.com>; 'cwilliams@luedeka.com' <cwilliams@luedeka.com>; 'brandonhayes@charter.net' <brandonhayes@charter.net>; 'Bob Davis' <bobjr77@comcast.net>; 'pattysteele15@yahoo.com' <pattysteele15@yahoo.com>; 'kdavis2323@comcast.net' <kdavis2323@comcast.net>; 'Davis, Amy D.' <ADavis@LewisThomason.com>

Subject: Questions about Agenda Item #22 7-D-20-UR / 7-SD-20-C Neals Landing

Dear Sir/Madam,

This email is from Lynn and Amy Davis (7703 Vista View Lane). We are current residents of Neal's Landing subdivision and we have additional concerns and questions concerning the proposed additions.

- Is this government subsidized housing or is it 100% private money?
- The proposed new homes appear to be much smaller than the existing 45.
 - These appear to be "starter" homes with 1,000 to 1,200 square feet maximum
- I doubt these homes have a 2-car garage so there will be more cars parked outside and/or in the road.
- The reduction in setback from the road is not acceptable.
- The average back yard for these homes is only 15'
- The distance between these homes will only be 10' (5' from each home to their respective property line)
 - 25' front yard, 5' side yard and 10' back yard
- Why are the new homes not bound by the standards originally setup for our neighborhood?
- Adding this many homes to the current highway entrance/exit will cause too much traffic delays

Thanks,

Lynn Davis

CES

865-523-3070, x 104

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This message was directed to commission@knoxplanning.org



Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] Questions about Agenda Item #22 7-D-20-UR / 7-SD-20-C Neals Landing

1 message

Lynn Davis <ces.lynn@comcast.net>

Wed, Jul 8, 2020 at 10:48 AM

Reply-To: ces.lynn@comcast.net

To: commission@knoxplanning.org

Cc: r.greatorex@hotmail.com, cwilliams@luedeka.com, brandonhayes@charter.net, Bob Davis <bobjr77@comcast.net>, pattysteele15@yahoo.com, kdavis2323@comcast.net, "Davis, Amy D." <ADavis@lewisthomason.com>

Dear Sir/Madam,

This email is from Lynn and Amy Davis (7703 Vista View Lane). We are current residents of Neal's Landing subdivision and we have additional concerns and questions concerning the proposed additions.

- Is this government subsidized housing or is it 100% private money?
- The proposed new homes appear to be much smaller than the existing 45.
 - These appear to be "starter" homes with 1,000 to 1,200 square feet maximum
- I doubt these homes have a 2-car garage so there will be more cars parked outside and/or in the road.
- The reduction in setback from the road is not acceptable.
- The average back yard for these homes is only 15'
- The distance between these homes will only be 10' (5' from each home to their respective property line)
 - 25' front yard, 5' side yard and 10' back yard
- Why are the new homes not bound by the standards originally setup for our neighborhood?
- Adding this many homes to the current highway entrance/exit will cause too much traffic delays

Thanks,

Lynn Davis

CES

865-523-3070, x 104

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This message was directed to commission@knoxplanning.org



Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] Questions about Agenda Item #22 7-D-20-UR / 7-SD-20-C Neals Landing

3 messages

Neal's Landing HOA <nealslandinghoa@gmail.com>

Wed, Jul 8, 2020 at 8:31 AM

Reply-To: nealslandinghoa@gmail.com

To: tom.brechko@knoxplanning.org

Cc: Richard & Phyllis Greatorex <r.greatorex@hotmail.com>, Cindy Williams <CWilliams@luedeka.com>, Brandon Hayes <brandonhayes@charter.net>, bobjr77@comcast.net, Pete & Patty Steele <pattysteele15@yahoo.com>, Mike & Karen Davis <kdavis2323@comcast.net>, commission@knoxplanning.org

Tom,

Hello, I hope you are well and healthy during these challenging times! I see your name listed on this file on the website and have some questions.

The first is related to the # of houses being proposed this time (since this is the third change). It says 142 lots on this main page: <https://knoxmpc.org/cases/7-SD-20-C>

But then the document found here (<https://www.kgis.org/CaseSummaries/7-SD-20-C.pdf>) and here (<https://www.kgis.org/CaseSummaries/7-D-20-UR.pdf>) refers to 4 lots on 1.74 acres, and 122 new residential lots.

The comments listed here (<https://www.kgis.org/CaseSummaries/7-D-20-UR.pdf>) are surprising to me:

1. The proposed low density residential development at a density of 4.86 du/ac is compatible with the scale and intensity of the existing units of Neals Landing Subdivision. ***These lots appear to be smaller than the current 45 lots in the subdivision. There was also some questions on the agenda review yesterday because one of the documents refers to this being <4 du/ac. That concern was not addressed on that call.***
2. The development is consistent with the following general standards for uses permitted on review: The proposal is consistent with the adopted plans and policies of the General Plan and Sector Plan. The use in is harmony with the general purpose and intent of the Zoning Ordinance. The use will not significantly injure the value of adjacent property. The use will not draw additional traffic through residential areas since the development will have access to a collector and a future arterial street. ***There are concerns from the homeowners that this will injure the value of the current homes. This will draw significantly more traffic into the neighborhood (going from 45 homes to 180+). The comments about a future arterial street are concerning, we do not want the main street to become a thoroughfare between Asheville Highway and Ruggles Ferry (which would happen if there was a street).***
3. ***There are concerns about the removal of the play area/common space that was originally proposed and approved. It sounds like the commission requires this for larger subdivisions - which ours appears to be becoming.***
4. ***There is already one stormwater collection at the front of the neighborhood, this proposal adds two additional ones. We've also seen the area behind the small business building flood on numerous occasions.***

We plan to speak tomorrow, but I wanted to also contact you in case you have any insight on these concerns.

Best regards,

Megan Fielden

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This message was directed to commission@knoxplanning.org

Neal's Landing HOA <nealslandinghoa@gmail.com>

Wed, Jul 8, 2020 at 8:35 AM

Reply-To: nealslandinghoa@gmail.com

To: mike.reynolds@knoxplanning.org

Cc: Richard & Phyllis Greatorex <r.greatorex@hotmail.com>, Cindy Williams <CWilliams@luedeka.com>, Brandon Hayes <brandonhayes@charter.net>, bobjr77@comcast.net, Pete & Patty Steele <pattysteele15@yahoo.com>, Mike & Karen Davis <kdavis2323@comcast.net>, commission@knoxplanning.org

Hello Mike, it seems that Tom has retired, so I am sending to you per the autoreply. Thank you!

[Quoted text hidden]

Neal's Landing HOA <nealslandinghoa@gmail.com>

Wed, Jul 8, 2020 at 8:37 AM

Reply-To: nealslandinghoa@gmail.com

To: mike.reynolds@knoxplanning.org

Cc: Richard & Phyllis Greatorex <r.greatorex@hotmail.com>, Cindy Williams <CWilliams@luedeka.com>, Brandon Hayes <brandonhayes@charter.net>, bobjr77@comcast.net, Pete & Patty Steele <pattysteele15@yahoo.com>, Mike & Karen Davis <kdavis2323@comcast.net>, commission@knoxplanning.org

Hello Mike, trying this one more time. There's a typo in Tom's autoreply. Thank you!

[Quoted text hidden]



Laura Edmonds <laura.edmonds@knoxplanning.org>

[Planning Commission Comment] Agenda Item 22 - 7-D-20-UR / 7-SD-20-C Neals Landing - Stormwater Brief

1 message

Kevin Murphy (via Google Drive) <murphysprings@gmail.com>

Tue, Jul 7, 2020 at 9:13 PM

Reply-To: murphysprings@gmail.com

To: commission@knoxplanning.org

Cc: lcole712@gmail.com, kcpa@kcpa.us, murphysprings@gmail.com

murphysprings@gmail.com has attached the following document:



7-D-20-UR / 7-SD-20-C Neals Landing - Stormwater Brief.docx

Google Drive: Have all your files within reach from any device.

Google LLC, [1600 Amphitheatre Parkway, Mountain View, CA 94043, USA](#)



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This message was directed to commission@knoxplanning.org



7-D-20-UR / 7-SD-20-C Neals Landing - Stormwater Brief.docx.pdf
2362K

Dear Planning Commissioners,

Executive Summary

Shining Creek East has substantial downstream flooding issues - the creek drains into sinkholes. The biggest expense to neighbors, and taxpayers, for not getting the Neals Landing development right is the problem of creating additional flooding. We're not asking to stop this development. What we are asking for are enhanced stormwater controls to ensure that this development is an asset and not a liability to the community.

There is known flooding affected by drainage from this development site at Shining Creek East between Bagwell Rd and Wooddale Rdm, where Sinking Creek East drains into sinkholes.

Knox County has authority to address public safety issues - TCA § 13-7-103 delegates the responsibility to local government to adopt regulations to promote the public health, safety, and general welfare. We believe that stormwater *retention* is required for public safety and welfare. A mechanism is already available in county ordinance 26-172 (a) (6) to require retention in known flood areas and in 26-198 (d) to require *retention* of stormwater in either (5) "any watershed area which will drains exclusively to a sinkhole" and (6) "any are of known flooding where deemed necessary by the director."

The Use on Review procedure provides a method to consider uses that benefit the community, but may involve a potential development hazard unless appropriate provisions are made for their impact. Use on Review approval is intended to provide appropriate provisions (conditions) for the impact of such permitted uses.

We request that Planning Commision deliberate and determine, based on the known flooding documented herein, **if a condition should be added to the Use on Review approval for 7-D-20-UR to require implementation of stormwater retention**. Alternatively, the decision could be left to the Director of Engineering who has the authority to make that determination, but we believe that the Planning Commission should understand the process for making that decision and the larger impact that the decision may have on the public safety and welfare of the community. The wording of the suggested condition is:

Prior to approval of the stormwater management plan by Knox County Engineering, the plan submitted must implement stormwater retention as specified in Knox County Stormwater Ordinance Section 26-198 (e).

Issue Background – Stormwater Management

We're not asking to stop this development. What we are asking for are enhanced stormwater controls to ensure that this development is an asset, and not a liability, to the community.

Development of land results in additional impermeable surface and reduces trees and vegetation that absorb water. This results in increased volume of runoff (total amount) and the rate of runoff (discharge flow rate), which is regulated by stormwater management ordinances and practices.

The most common type of stormwater management practice is for detention, but that has issues:

Stormwater detention basins are always designed so that the peak flow discharge is not increased. This means that the immediate downstream receiving channel, if it currently has adequate capacity, will continue to be adequate. **However, if the stormwater detention basin causes a longer duration for peak or near-peak flows (as shown in Figure 10-1), then flooding could occur in locations where it did not occur before.** (from *City of Knoxville Land Development Manual*, section 9.8, emphasis added)

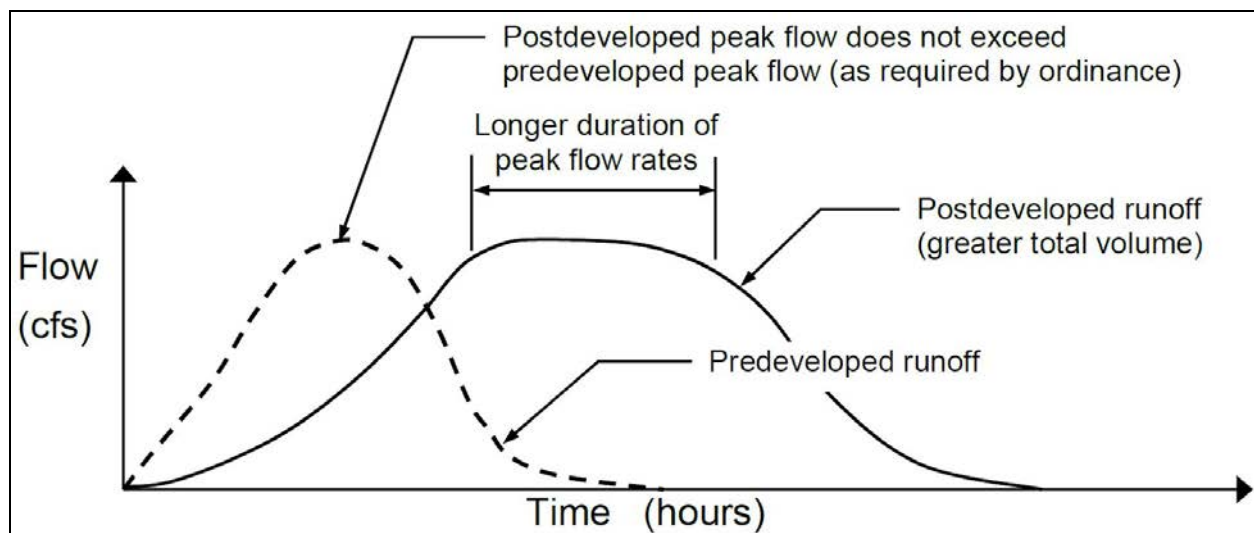


Figure 1 - Figure 10-1 from *Land Development Manual*, Typical Detention Hydrograph

(This City of Knoxville example is used because a corresponding graphic is not in the Knox County Stormwater Manual).

We believe that implementing just stormwater detention could increase the chance of flooding in these known flooding areas. This creates a **public safety and welfare** issue that should trigger the implementation of stormwater retention. In addition, there is a financial cost to the taxpayers of the Knox County if called on to alleviate downstream flooding issues.

Detention: A practice to store stormwater runoff by collection as a temporary pool of water and provide for its gradual (attenuated) release and thereby control peak discharge rates. (definition from City of Knoxville Ordinance 22.5-4, but there isn't a definition in the Knox County Stormwater Ordinance or Knox County Stormwater Management Manuals).

Retention: A practice designed to store stormwater runoff by collection as a permanent pool of water without release except by means of evaporation, infiltration, or attenuated release when runoff volume exceeds storage capacity of the permanent pool (definition from City of Knoxville Ordinance 22.5-4, but there isn't a definition in the Knox County Stormwater Ordinance or Knox County Stormwater Management Manuals)

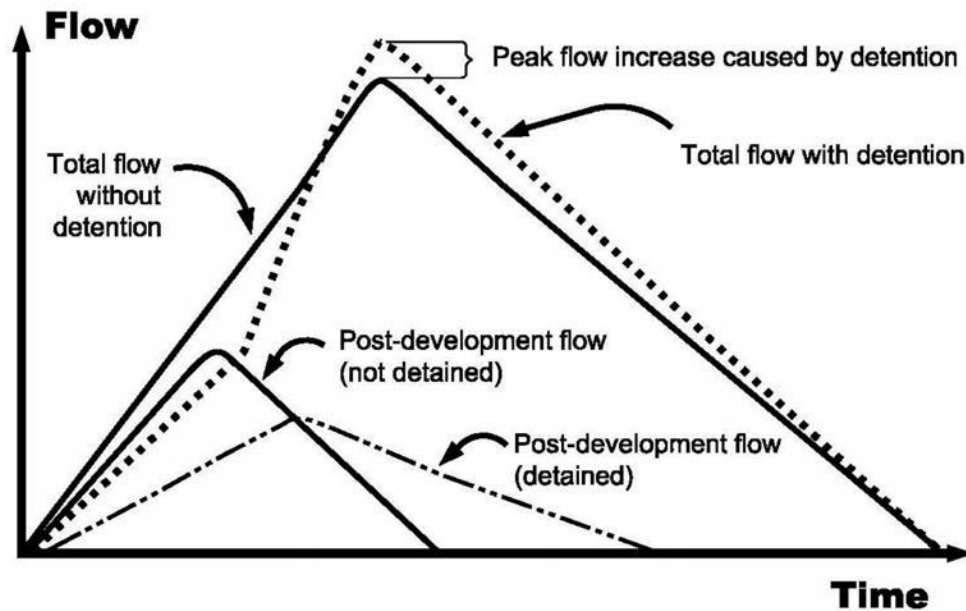
From Page 2-15 of the Knox County Stormwater Management Manual:

A major reason for negative impacts due to detention involves the timing of the peak discharge from the site in relation to the peak discharges in the receiving stream and/or its tributaries. If detention structures are indiscriminately placed in a watershed without consideration of the relative timing of downstream peak

discharges, the structural control may actually increase the peak discharge downstream. An example of this situation is presented in Figure 2-3, which shows a comparison of the total downstream flow on a receiving stream (after development) with and without detention controls. In Figure 2-3, the smaller dashed-dot and solid lines denote the runoff hydrograph for a development site with and without detention, respectively. These runoff hydrographs will combine with a larger runoff hydrograph of the receiving stream (not shown). The combined discharges from the site and receiving stream are shown in the larger solid and dashed lines.

Figure 2-3 conveys a possible consequence of detention. The post-development flow from the site is reduced as required by flood protection design criteria to result in the detained flow (the smaller dashed-dot hydrograph). However, the timing of the peak discharge for the detained post-development flow, while reduced in magnitude, corresponds more closely with the timing of the peak discharge of the receiving stream (not shown) than the peak discharge of the post-development flow that was not detained. Therefore, the combination of the detained flow with the flow in the receiving stream is actually higher than would occur if no detention were required, as shown in the larger dashed hydrograph. Hence, there is a peak flow increase that is caused by detention

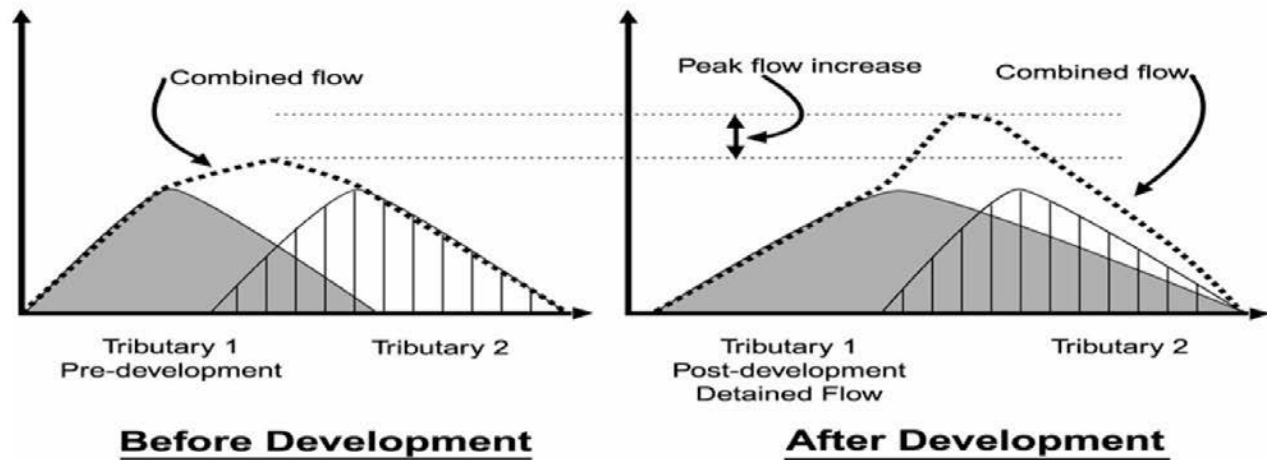
Figure 2-3. Potential Effect of On-Site Detention on Receiving Streams



Poor peak discharge timing can have an even greater impact when one considers all the developments located in a watershed and the cumulative effects of increases in runoff volume and the duration of high volume runoff in the channel, as well as peak discharge timing. Even if peak discharges are handled effectively at the site level and immediately downstream, the longer duration of higher flows due to the increased volume from many developments located on or near a stream may combine with downstream tributaries and receiving streams to dramatically increase the downstream peak flows.

Figure 2-4 illustrates this concept. The figure shows the pre- and post-development hydrographs at the confluence of two tributaries. Development occurs, meets the local flood protection criteria (i.e., the post-development peak flow is equal to the pre-development peak flow at the outlet from the site), and discharges to Tributary 1. When the post-development detained flow from Tributary 1 combines with the first downstream tributary (Tributary 2), it causes a peak flow increase when compared to the pre-development combined flow. This is due to the increased volume and timing of runoff from Tributary 1, relative to the peak flow and timing in Tributary 2. In this case, the detention volumes on Tributary 1 would have to have been increased to account for the downstream timing of the combined hydrographs to mitigate the impact of the increased runoff volume.

Figure 2-4. Potential Effect of Cumulative Detention Ponds



Current Flooding Situation and Projected Impact

We do not have information on the current (pre) total and expected (post) total volume discharges of the site for 1-year, 2-year, 5-year, 10-year, 25-year, and 100-year frequency storms. Without that information, we cannot say what the impact of this development will be. We can explain the current flooding situation at one location that the development may impact.

Neals Landing is one of at least three (3) developments in the Shining Creek East watershed - Graysburg and Eastwood Estates are the other two. The cumulative effect of the detention ponds in these developments must be evaluated.

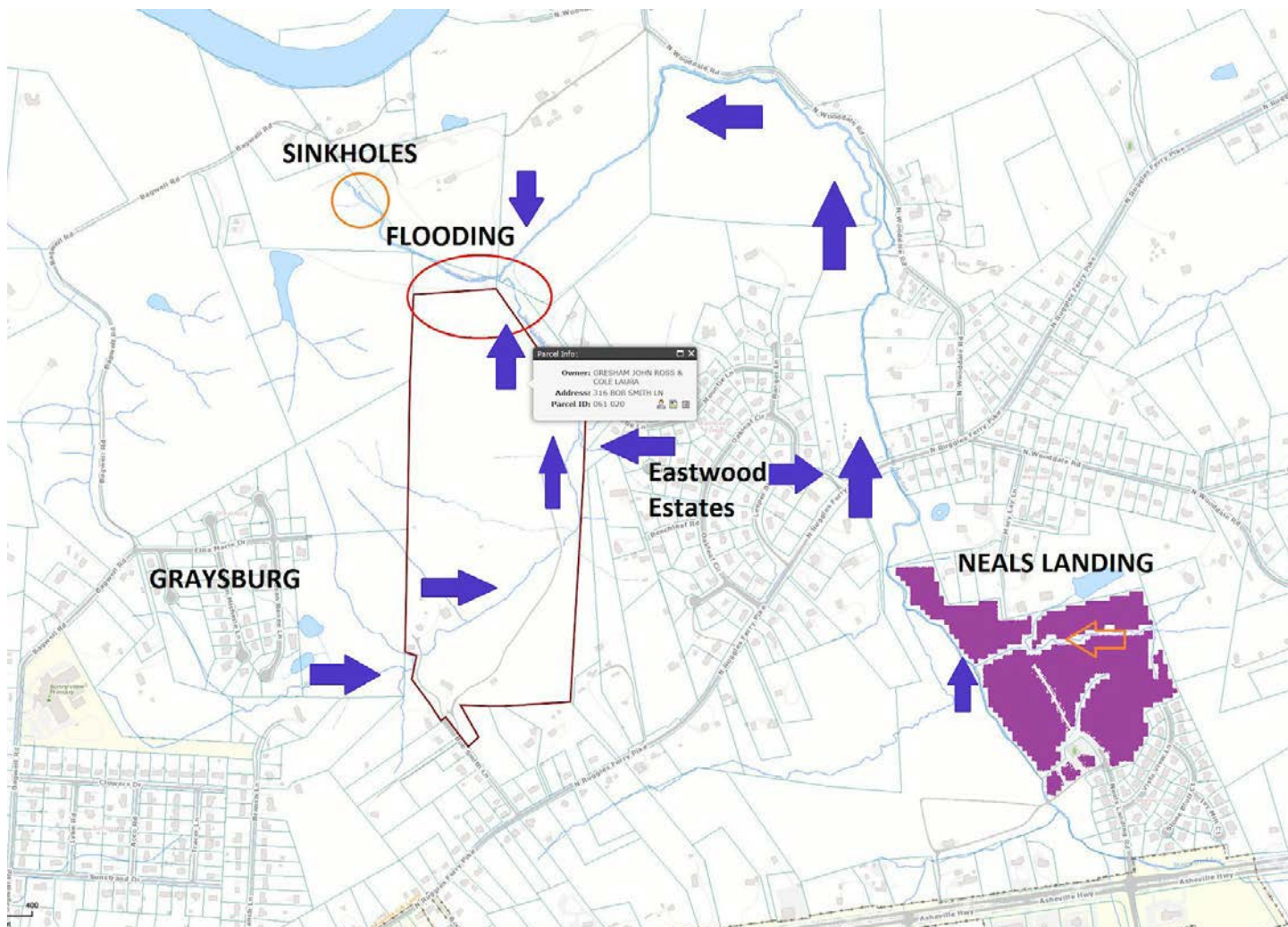


Figure 2 - Areas of Current Flooding Impact

Rear of Parcel 061 020

FEMA Flood Maps do not cover Shining Creek East, but this area is drained by sinkholes on parcels 061 01804, 061 01905, and 061 01802. Higher discharge volume from Neals Landing caused by additional development may contribute to additional flooding in this area.

Note that none of this area is denoted as Floodway in KGIS, yet the flooded area is significant. Below are pictures from April 13, 2020.



Figure 3 - On parcel 061 020, April 13, 2020



Figure 4 - Rear of 061 020 looking north to 061 01802, April 13, 2020



Figure 5 - Rear of 061 020 looking north to 061 01802, April 13, 2020

Questions for Consideration

We believe Planning Commission should consider and ask these questions as it deliberates this issue:

1. What is Knox County Engineering's process for determining if an area has "existing or documented flooding problems" as specified in stormwater ordinance 26-172 (a) (6)?
2. Has Knox County Engineering determined that Shining Creek East drains into sinkholes, in which case stormwater retention is required under 26-198 (d)(5)? Has a sinkhole drainage study been conducted according to Stormwater Manual 8.5.2.1 Policy #9?
3. Does this development impact a watershed of known flooding, in which case stormwater retention should be required under 26-198 (d)(6)
4. How much has the County already spent to remediate flooding in this area?
5. What do county taxpayers already spend on flood insurance in the Shining Creek East watershed? How many additional properties will be impacted and will need to purchase flood insurance in the next 10, 20, 50 years?
6. How much do property owners pay to modify their buildings to reduce flood insurance costs?
7. Can the Planning Commission attach a Use-on-Review condition instructing Engineering of their determination of "known flooding"?

Requested Action

The biggest expense for nearby property owners, and to taxpayers, for not getting this development right is the problem of creating additional flooding. We're not asking to stop this development. What we are asking for are enhanced stormwater controls to ensure that this development is an asset and not a liability to the community.

Knox County has authority to address public safety issues - TCA § 13-7-103 delegates the responsibility to local government to adopt regulations to promote the public health, safety, and general welfare. In this circumstance, the city has implemented through the Plans Review & Inspections Division. From their website, "Plans Review & Inspections Division promotes quality development and preserves neighborhood integrity **and safety** through plans review, permits, building inspections, and other regulatory activities".

We believe that stormwater *retention* is required for public safety and welfare, and a mechanism is available in County Ordinance 26-172 (a) (6) to require retention in known flood areas and in 26-198 (d) to require *retention* of stormwater in either (5) "any watershed area which will drains exclusively to a sinkhole" and (6) "any are of known flooding where deemed necessary by the director."

We request that Planning Commision deliberate and determine, based on the known flooding documented herein, **if a condition should be added to the Use on Review approval for 7-D-20-UR to require implementation of stormwater retention**. Alternatively, the decision could be left to the Director of Engineering who has the authority to make that determination, but we believe that the Planning Commission should understand the process for making that decision and the larger impact that the decision may have on the public safety and welfare of the community. The wording of the suggested condition is:

Prior to approval of the stormwater management plan by Knox County Engineering, the plan submitted must implement stormwater retention as specified in Knox County Stormwater Ordinance Section 26-198 (e).

For your reference, 26-198 (d) reads (emphasis added):

Retention of stormwater runoff or satisfaction of the provisions stated in subsection (c) is required for developments and redevelopments that require approval of a stormwater management plan and are located in one of the following watersheds:

- (1) Ten Mile Creek;
- (2) Sinking Creek;

(3) Harrell Hills watershed (near Cranberry Dr., Clairmont Dr., and Gaines Rd.);

(4) The Dead Horse Lake / Dutchtown Road sinkhole area;

(5) **Any watershed area which will drains exclusively to a sinkhole;**

(6) **Any area of known flooding where deemed necessary by the director.**

26-198 (e) reads:

Retention facilities shall be designed so that the overflow in the one-year, two-year, five-year, ten-year, 25-year and 100-year design storms meet the pre-developed discharges in addition to retaining the difference in the pre-developed and post-developed 100-year design storm. In basins or sub-basins where there is a documented historical draw down time for the sinkhole or region being drained to, it may be acceptable for a detention pond to be used instead of retention. For detention to be approvable, the draw down time of the detention pond shall be a minimum of one and a half times the draw down time for the region.

Respectfully,

Laura Cole, Property Owner, Parcel 061 020

Kevin Murphy, Knox County Planning Alliance



Dori Caron <dori.caron@knoxplanning.org>

[Planning Commission Comment] Agenda Item #22 7-D-20-UR / 7-SD-20-C Neals Landing

Kevin Murphy <murphysprings@gmail.com>

Mon, Jul 6, 2020 at 12:33 PM

Reply-To: murphysprings@gmail.com

To: Commission <commission@knoxplanning.org>

Cc: kcpa@kcpa.us, Kevin Murphy <murphysprings@gmail.com>

Dear Planning Commissioners,

I am glad to see sidewalks included in this plan. It is disappointing though that in a Planned Residential area, there are no community or common areas. The presence of a stream is not leveraged to provide a walking trail amenity. This is another good example supporting the need to review and revise the Planned Residential ordinance.

I would like to suggest that the following corrections or clarifications be made:

1. "Common Area Stormwater Facility" - what is it? Is it a Stormwater Facility? Or a Common Area? I haven't seen a combined design before - usually stormwater facilities are not exactly amenities or common gathering areas. Please denote and clarify what these are.
2. Between lots 24 and 25 - will the Drainage / Access easement include a paved walkway access to this common area for the residents?
3. Lot 29 or Lot 30 should be eliminated or adjusted to allow for a future street connection to Parcel 061 067 ([7501 Mary Lay Ln](#))
4. A future potential connection to 061 069 ([353 N Wooddale Rd](#)) should also be added.

This is a Planned Residential Neighborhood, and as it is now over 150 lots, it should have a developed common area for use. We encourage the Planning Commission to ask the applicant to revise the plan to include a common area. If you don't ask them to do it when they cross the 150 lot threshold, when will you ask them to add an open space for recreational use? The nearest public park is Carter Park, 3.3 miles away along a divided 4-lane US Highway which is not suitable for pedestrian or bicycle transportation.

Please ask the applicant to clarify and improve the Planned Residential application for Neals Landing by including an open area for recreation, adding future connectivity to adjacent parcels, and adding an ADA accessible walkway between lots 24 and 25 to the common area.

Sincerely,

--Kevin

Kevin Murphy, Chair, Knox County Planning Alliance
[4508 Murphy Rd](#)
[Knoxville, TN 37918](#)

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This message was directed to commission@knoxplanning.org