

This Instrument Prepared by:  
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CROLEY, DAVIDSON & HUIE, PLLC  
1500 First Tennessee Plaza  
Knoxville, TN 37929  
(730923)



STEVE HALL  
REGISTER OF DEEDS  
KNOX COUNTY

### DECLARATION OF COVENANTS AND RESTRICTIONS FOX RUN, UNIT SEVEN

**WHEREAS**, the undersigned, FOX RUN, INC., is the owner of a tract of land situated in the Town of Farragut, Knox County, Tennessee, which has been designated as Fox Run, Unit Seven, a subdivision located in the Town of Farragut, Knox County, Tennessee, maps of which are recorded in the Register's Office for Knox County, Tennessee, as Instrument No(s). 200407120003409 through 200407120003412 and a legal description of the land being attached hereto as Exhibit "A", to which map and Exhibit A reference is hereby made for a more specific description; and

**WHEREAS**, the undersigned has heretofore, by instrument dated December 2, 1994, entitled "Declaration of Covenants and Restrictions, Fox Run, Unit Five," and recorded in the Register's Office for Knox County, Tennessee, in Warranty Book 2161, Page 118, declared and established certain restrictive covenants for the then owners and all subsequent owners of any lot or lots in Unit Five of Fox Run Subdivision; and

**WHEREAS**, by Instrument dated October 2, 1995 and recorded in Warranty Book 2190, Page 904 in the records of the Register's Office for Knox County, Tennessee, the undersigned added additional lands designated as Fox Run, Unit 6 to said Declaration of Covenants and Restrictions and amended and modified certain provisions of said Declaration of Covenants and Restrictions; and

**WHEREAS**, the undersigned, as owner of additional lands designated as Unit Seven adjacent to the aforesaid Fox Run Subdivision, as shown on the above-referenced map of record in the Register's Office for Knox County, Tennessee, and further described in Exhibit "A" hereto, desires to declare and make applicable the same covenants and restrictions to Fox Run, Unit Seven, as have been declared and established for Fox Run, Unit 5, as amended and modified by the Declaration of Covenants and Restrictions for Fox Run, Unit Six, except as amended and modified herein.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual benefit to be derived by all parties concerned, Fox Run, Inc. does hereby agree and covenant with all subsequent owners of lots in Fox Run Subdivision, Unit Seven, as follows:

1. That the Declaration of Covenants and Restrictions established for Fox Run Subdivision, Unit Five contained in that certain Instrument dated December 2, 1994 and recorded in the Register's Office for Knox County, Tennessee in Warranty Book 2161, page 118, as amended and modified by that certain Declaration of Covenants and Restrictions established for the Fox Run Subdivision, Unit Six contained in that certain instrument dated October 2, 1995, and recorded in the Register's Office for Knox County, Tennessee, in Warranty Deed Book 2190, Page 905, be and the same is hereby made applicable to said Unit Seven of Fox Run Subdivision, and Fox Run, Inc. does hereby agree and covenant that all and singular of the terms, provisions and covenants

contained in said instrument, except as amended and modified herein, shall be covenants running with the land and shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any of the lots in Unit Seven of Fox Run Subdivision, as the same appears on the map of record referred to above and as described in Exhibit "A" hereto.

2. Under Article XXIII of the Declaration of Covenants and Restrictions hereby made applicable to Fox Run Subdivision, Unit Seven, the Developer has the right to amend the Declaration of Covenants and Restrictions. Pursuant to such right and authority, the Developer does hereby amend and modify said Declaration of Covenants and Restrictions for Fox Run Subdivision, Unit Seven, by adding the following provisions:

- A. Article III, Sec. 1 is hereby deleted in its entirety and the following inserted in lieu thereof:

MEMBERSHIP:

Every person or entity who is the record Owner of a fee or undivided fee interest in any Lot within the Properties shall be a Member of the Association with the exception of the following Owners who shall not be Members of the Association: (i) any Owner holding a general contractor's license who has purchased a Lot for resale, and (ii) any mortgagee or secured creditor who becomes an Owner as a result of any foreclosure or proceeding in lieu of foreclosure. Membership shall commence on the date such person or entity becomes the record Owner of a fee or undivided fee interest in a Lot and expires upon the transfer or termination of said ownership interest. The Association has adopted By-Laws to govern its affairs and Member Activities.

- B. The first sentence of Article V, Section 5, Date of Commencement of Annual Assessments shall be amended to read as follows:

The first annual assessment shall become due and payable on the first day of the month following the lapse of ninety days from the date of the sale of the first Lot.

- C. Article XIII, Section 1 is hereby amended as follows:

1. All windows and exterior trim shall be of wood or wood clad construction. The Advisory Committee may approve exceptions for windows, trim soffit, fascia and frieze boards made of vinyl or other materials.
2. Front entry garages and attached garages that do not share a common wall with the house shall not be permitted.



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3. The exterior of all dwellings and garages shall be of brick, stone, stucco, or any combination of said materials. Other materials may be approved by the Advisory Committee.

4. Heating and air conditioning systems shall be concealed from view from the front and sides by appropriate screening, subject to approval of the Advisory Committee.

D. Article XIII, Section 2 is hereby deleted in its entirety and the following inserted in lieu thereof:

MISCELLANEOUS RESTRICTIONS:

1. Mail boxes, outside lighting, and other post structures shall be of a traditional type and design consistent with the overall character and appearance of the neighborhood and as selected by the Developer or as approved by the Advisory Committee. Material for mailbox surrounds shall be brick, stone, or stucco.

2. No outside radio transmission towers, receiving antennas, television antennas, or solar panels may be installed or used. Satellite dishes up to 36 inches will be permitted, but shall be installed in an inconspicuous location, unless all such sites result in the inability to receive the signal. The Fox Run Advisory Board shall approve the satellite dish and its location.

3. No house trailers, campers, pleasure or fishing boats, trailers, trucks over one ton, or other similar type vehicles shall be stored or parked on or about the dwelling unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining Lots. No automobiles or other vehicles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any Lot. No vehicles may be routinely parked overnight on any subdivision streets.

4. Builders will be responsible for providing adequate silt control devices on each Lot during construction activities pursuant to the erosion control ordinances of the Town of Farragut. To the extent they are more stringent, builders shall follow the silt control regulations of the Tennessee Department of Transportation standards.

5. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and no articles or



items of any description or kind shall be displayed or placed in the yard or on the exterior of any dwelling for the purpose of drying, airing or curing of said items.

6. No wall, hedge or shrub planting which obstructs sight lines between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 25 ft. of the triangular area formed by the street property lines as extended to their points of intersection. The same sight line limitations shall apply on any lot within ten (10) feet of the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such sight distances unless the foliage line is maintained at a height that prevents obstruction of such sight lines.

7. Lawns must be kept mowed and landscaping properly maintained on all lots. Rubbish, chip piles, dirt piles, etc. are not permitted to remain on any lot for a period longer than two weeks, except as part of the construction process.

E. Article XVIII is hereby deleted in its entirety and the following inserted in lieu thereof:

SIGNS:

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot. One sign of not more than five square feet shall be allowed to be placed in public view advertising property for sale or rent. During construction phase of new home, to the extent permitted by regulations of the Town of Farragut, builder shall be allowed to place one sign of not more than five square feet in public view in addition to a sign advertising home for sale or rent.

F. Article XXI shall be deleted in its entirety and the following inserted in lieu thereof:

FENCES AND WALLS:

No fences or walls or hedge rows shall be erected, placed or altered on any Lot or parcel unless approved by the Developer or the Advisory Committee. Chain link fences are specifically prohibited. All fences must be built with the supporting structure on the inside, and with the more attractive side facing the neighboring lot or the street.

3. Except as amended and modified herein, the Declaration of Covenants and Restrictions for Fox Run, Unit Five recorded in Warranty Book 2161, page 118, as amended and modified by the Declaration of Covenants and Restrictions for Fox Run, Unit Six, recorded in Warranty Deed Book 2190, Page 904, in the Register's Office for Knox County, Tennessee,



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shall remain in full force and effect and are hereby declared to be the Declaration of Covenants and Restrictions for Fox Run, Unit Seven.

IN WITNESS WHEREOF, Fox Run, Inc. has caused this instrument to be executed and its name to be signed by its President pursuant to the authority of its Board of Directors, this 15 day of June, 2004.

FOX RUN, INC.

By: David R. Z

Its: President

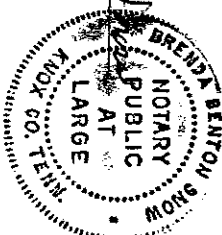
STATE OF TENNESSEE )

COUNTY OF KNOX )

BEFORE me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared David B. Zick 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 Fox Run, Inc., the within named bargainer, a corporation, and that he as such President, being authorized to do so, 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 15 day of June, 2004.

Brenda Benton  
NOTARY PUBLIC



My Commission Expires June 1, 2004



**BATSON, HIMES, NORVELL & POE**

REGISTERED ENGINEERS

4334 PAPERMILL ROAD

KNOXVILLE, TENNESSEE 37909

Phone: (865) 588-6472

Fax: (865) 588-6473

PROPERTY DESCRIPTION  
FOR  
FOX RUN, UNIT 7

SITUATED, LYING and BEING in the Sixth (6<sup>th</sup>) Civil District of Knox County, Tennessee, and within the Town of Farragut, property more particularly bounded and described as follows:

BEGINNING on an iron pin found in the northern right-of-way of Brochardt Boulevard, pin being 150.37 feet west of the western right-of-way of Pepperwood Lane, corner common to Lot 10 of Unit 6, Fox Run Subdivision; thence leaving Lot 10 of Fox Run Subdivision and across Brochardt Boulevard, South 09 degrees 59 minutes West, 80.00 feet to an iron pin found in the southern right-of-way of Brochardt Boulevard; thence with the southern right-of-way of Brochardt Boulevard, South 80 degrees 01 minute East, 44.51 feet to an iron pin found, corner common to Lot 9 of Unit 6, Fox Run Subdivision; thence leaving the southern right-of-way of Brochardt Boulevard and with Lot 9, South 14 degrees 00 minutes West, 284.58 feet to an iron pin found, corner common to Heritage Partners, L.P.; thence leaving Lot 9 and with Heritage Partner, L.P., North 65 degrees 29 minutes West, 775.16 feet to an iron pin found, corner common to Unit 5, Saddle Ridge Subdivision; thence leaving Heritage Partners, L.P. and with Lots 138, 137R, 124 and 123 of Unit 5, Saddle Ridge Subdivision, North 63 degrees 47 minutes West, 854.40 feet to an iron pin set, corner common to Lot 122 of Unit 5, Saddle Ridge Subdivision; thence leaving Lot 123 and with Lot 122 of Unit 5, Saddle Ridge Subdivision, North 63 degrees 47 minutes West, 221.47 feet to an iron pin found, corner common to Hillard Houser; thence leaving Lot 122 of Unit 5, Saddle Ridge Subdivision and with Houser, North 67 degrees 26 minutes West, 156.03 feet to an iron pin found, corner common to First Utility District; thence leaving Houser and with First Utility District the following two (2) calls: North 36 degrees 21 minutes East, 205.98 feet to an iron pin found; thence North 46 degrees 08 minutes West, 82.41 feet to an iron pin found, corner common to Wallace McClure, Jr. Trustee; thence leaving First Utility District and with McClure the following thirty-seven (37) calls: North 78 degrees 15 minutes East, 215.74 feet to an iron pin found; thence with a curve to the right, having a chord bearing North 12 degrees 40 minutes West, a chord length of 25.00 feet, an arc length of 25.01 feet and a 475.00 foot radius to an iron pin found; thence South 78 degrees 15 minutes West, 202.15 feet to an iron pin found; thence North 46 degrees 08 minutes West, 87.57 feet to an iron pin found; thence North 19 degrees 30 minutes East, 96.44 feet to an iron pin found; thence North 08 degrees 11 minutes East, 161.11 feet to an iron pin found; thence North 28 degrees 40 minutes East, 301.47 feet to an iron pin found; thence North 42 degrees 40 minutes East, 425.10 feet to an iron pin found; thence North 46 degrees 15 minutes East, 40.67 feet to an iron pin found; thence South 46 degrees 45 minutes East, 122.68 feet to an iron pin found; thence North 48 degrees 30 minutes East, 77.47 feet to an iron pin found; thence North 24 degrees 30 minutes East, 223.62 feet to iron pin found; thence with a curve to the left, having a chord bearing South 78 degrees 17 minutes West, a chord length of 9.55 feet, an arc length of 9.55 feet and a 75.00 foot radius to an iron pin found; thence with a curve to the left, having a chord bearing North 43 degrees 44 minutes West, a chord length of 88.00 feet, an arc length of 107.59 feet and a 50.00 foot radius to an iron pin found; thence continuing with a curve to the right, having a chord bearing North 83 degrees 09 minutes East, a chord length of 90.80 feet, an arc length of 113.84 feet and a 50.00 foot radius to an iron pin set; thence with a curve to the left having a chord bearing South 50 degrees 04 minutes East, a chord length of 47.43 feet, a arc length of 48.26 feet to an iron pin found; thence South 68 degrees 30 minutes East, 109.00 feet to an iron pin found; thence with a curve to the left, having a chord bearing North 66 degrees 30 minutes East, a chord length of 35.35 feet, an arc length of 39.27 feet and a 25.00 foot radius to an iron pin found; thence North 21 degrees 30 minutes East, 30.95 feet to an iron pin found; thence with a curve to the right, having a chord bearing North 29 degrees 04 minutes East, a chord length of 125.00 feet, an arc length of 125.36 feet and a 475.00 foot radius to an iron pin found; thence South 53 degrees 23 minutes East, 50.00 feet to an iron pin found; thence with a curve to the left, having a chord bearing South 29 degrees 24 minutes West, a



chord length of 106.88 feet, an arc length of 107.17 feet and a 425.00 foot radius to an iron pin found; thence South 66 degrees 30 minutes East, 191.18 feet to an iron pin found; thence South 57 degrees 49 minutes East, 21.10 feet to an iron pin found; thence South 22 degrees 20 minutes West, 360.61 feet to an iron pin found; thence South 57 degrees 45 minutes East, 66.28 feet to an iron pin found; thence South 32 degrees 35 minutes West, 225.00 feet to an iron pin found; thence South 09 degrees 47 minutes East, 214.25 feet to an iron pin found; thence South 35 degrees 45 minutes East, 99.67 feet to an iron pin found; thence North 65 degrees 45 minutes East, 199.55 feet to an iron pin found; thence with a curve to the left, having a chord bearing South 20 degrees 58 minutes East, a chord length of 36.88 feet, an arc length of 36.94 feet and a 200.00 foot radius to an iron pin found; thence North 26 degrees 15 minutes East, 43.25 feet to an iron pin found; thence North 63 degrees 45 minutes East, 50.00 feet to an iron pin found; thence North 64 degrees 30 minutes East, 194.64 feet to an iron pin found; thence North 69 degrees 00 minutes East, 230.71 feet to an iron pin found; thence North 73 degrees 30 minutes East, 143.75 feet to an iron pin found; thence North 75 degrees 30 minutes East, 210.31 feet to an iron pin found; corner common to Lot 173 of Fox Run Subdivision; thence leaving McClure and with Lot 173 of Fox Run Subdivision the following nine (9) calls: South 51 degrees 00 minutes East, 275.00 feet to an iron pin found; thence South 19 degrees 40 minutes West, 56.78 feet to an iron pin found; thence South 87 degrees 30 minutes West, 228.89 feet to an iron pin found; thence with a curve to the right, having a chord bearing South 09 degrees 11 minutes West, a chord length of 25.53 feet, an arc length of 25.81 feet and a 50.00 foot radius to an iron pin found; thence North 87 degrees 30 minutes East, 223.87 feet to an iron pin found; thence South 19 degrees 40 minutes West, 151.22 feet to an iron pin found; thence South 69 degrees 40 minutes West, 451.97 feet to an iron pin found; thence South 05 degrees 00 minutes East, 155.40 feet to an iron pin found; thence South 05 degrees 00 minutes East, 101.85 feet to an iron pin found, corner common to Lot 12 of Unit 6, Fox Run Subdivision; thence leaving Lot 173 and with Lot 12, South 09 degrees 53 minutes East, 182.11 feet to an iron pin found, corner common to Lot 11; thence leaving Lot 12 and with Lot 11, South 22 degrees 52 minutes East, 87.39 feet to an iron pin found, corner common to Lot 10; thence leaving Lot 11 and with Lot 10, South 14 degrees 00 minutes West, 152.17 feet to the POINT OF BEGINNING and containing 58.09 acres according to a survey by Batson, Himes, Norwell & Poe dated February 2, 2004 and bearing drawing number 22650-7-FP (5 sheets).

