

This Instrument Prepared By:
JOYCE, ANDERSON & MEREDITH
Attorneys at Law
Town Hall
Oak Ridge, Tn. 37830

866
DECLARATION

39.00 fee

OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF HENDRIX VILLAGE

THIS DECLARATION, made on the date hereinafter set forth by
Bruce Morris and Rosemary M. Burns, hereinafter referred to as
"Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property within
the City of Oak Ridge, County of Anderson, State of Tennessee,
a more particular description of which is shown as Exhibit A,
attached.

NOW, THEREFORE, Declarants hereby declare that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property and
be binding on all parties having any right, title or interest
in the described properties or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof.

Received for Record the 9 day of October, 1981, at 11:50 o'clock AM.

JOYCE M. MEREDITH, Register

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hendrix
Village Home Owners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any Lot which is a part of the Properties, including contract
sellers, but excluding those having such interest merely as
security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain
real property hereinbefore described, and such additions thereto
as may hereafter be brought within the jurisdiction of the
Association.

For Amendment to Restriction, See Book
M-102-15, Page 406. This 14 day of April, 1982.
JOYCE M. MEREDITH, Register
S.G.

For Declaration of Foreclosure, See Warranty
Book P-102-15, Page 453. This 15th day
of October, 1982.
JOYCE M. MEREDITH, Register
S.G.

For Amendment, See Warranty Book P-102-15, Page 627 & 628.
JOYCE M. MEREDITH, Register
S.G.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Situated in the Second Civil District of Anderson County, Tennessee, within the corporate limits of the City of Oak Ridge, and more particularly described as follows:

BEGINNING at an iron pin located in the Southern right of way of Hendrix Drive, said iron pin being 11.87 feet from the western corner of Lot 3, Block 21CF, Hendrix Creek, Phase IV; thence S. 18 deg. 00 min. E, 164.33 feet to a point; thence turning and running N. 72 deg. 00 min. W, 60.83 feet to a point; thence N. 87 deg. 07 min. W, 153.43 feet to a point; thence turning and running N. 07 deg. 00 min. E, 103.12 feet to a point in the Southern right of way of Hendrix Drive; thence with said right of way with a curve to the left Radius=340.00' an arc distance of 148.35 feet to the point of BEGINNING, containing 0.49 acres, more or less, being a tract known as COMMON AREA.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6: "Declarants" shall mean and refer to Bruce Morris and Rosemary M. Burns, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarants for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarants and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarants and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on August 1, 1983.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to and Owner, the maximum annual assessment shall be Two Hundred and Forty Dollars (\$ 240.00) per Lot.

(a) From and after July 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective July 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above that established by the Consumer Price Index Formula by a vote of the members for the next succeeding One year, and at the end of each such period of one year, for each succeeding period of One year, provided that any such change shall have the assent of 2/3rds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitation hereforth shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the

calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. 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 assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, exercise of a power of sale contained in a deed of trust or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereon be made until the plans

and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner

who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereon in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

STAGED DEVELOPMENTS

Additional land within the area described in Deed Book 1, Vol. 14, Page 627, of the land records of Sonja Development, Inc., may be annexed by the Declarants without the consent of members within five (5) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

IN WITNESS WHEREOF, the undersigned, being the Declarants
herein, have hereunto set their hands and seals this 6th day
of October, 1981.

B. Morris
Declarant

Rosemary Morris Burns
Declarant

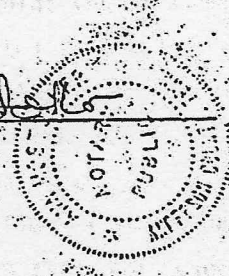
STATE OF TENNESSEE)
COUNTY OF ANDERSON) ss:

Personally appeared before me, Jim Mosteller,
a Notary Public in and for said County, the within named
bargainors, Bruce Morris and Rosemary Morris Burns, with whom
I am personally acquainted, and who acknowledged that they
executed the within instrument for the purposes therein
contained.

Witness my hand and official seal at office this 6th
day of October, 1981.

Jim Mosteller
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 20, 1982



This instrument prepared by:
Hendrix Village
Oak Ridge, Tennessee

406

AMMENDMENT

6.00 fee

TO

COVENANTS, CONDITIONS AND RESTRICTIONS

OF HENDRIX VILLAGE

ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.

Recorded the 9th day of October 1981 at 11:50 a.m., Noted in note book 20,
recorded in Book J, Vol. 15, page 866.

Section 3. Maximum Annual Assessment. The maximum
annual assessment shall be Sixty Dollars (\$ 60.00)
per Lot.

Signed:

Members of Hendrix Village Homeowner's Association:

Anna M. Fagan

Lois P. Hall

Theresa Aves

Tony Aves

B. M.

Suzanne Haase

Steven B. Johnson

James K. Siferell

Cynthia J. Olsen

Karen Ryan

Received for Record the 14 day of April, 1982, at 12:30 o'clock P.M.
Barbara C. Southard, Registrar

State of Tennessee

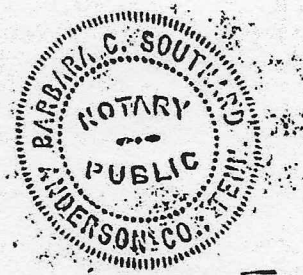
County of Anderson

Personally appeared before me, the undersigned, A Notary Public in and for
said County and State, the within named Members, Hendrix Village Homeowner's

Association
Witness My Hand and Official Seal at Oak Ridge, Anderson County
This the 13th day of April, 1982

Barbara C. Southard
Notary Public

Commission Expires: 3-18-86



This instrument prepared by:
Hendrix Village
Oak Ridge, Tennessee

Cooper

AMENDMENT
TO
COVENANTS, CONDITIONS AND RESTRICTIONS
OF HENDRIX VILLAGE
ARTICLE VII, EXTERIOR MAINTENANCE

Recorded the 9th day of October 1981 at 11:50 a.m., Noted in note book 20,
recorded in Book J, Vol. 15, page 866.

ARTICLE VII
EXTERIOR MAINTENANCE

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association after the approval by two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject. Maintenance shall be provided upon the Common Areas.

Signed:

Members of Hendrix Village Homeowner's Association:

<u>Cherie L. McKeithan</u>	<u>Karen Ryan</u>
<u>George P. McKeithan</u>	<u>Theresa A. Ryan</u>
<u>Steven H. Johnson</u>	<u>Terry A. Ryan</u>
<u>Alex Roberts</u>	<u>John K. S. Berell</u>
<u>Gretchen L. Humason</u>	<u>Rose G. G. G.</u>
<u>Lewis H. Humason</u>	<u>Revaldine Canada</u>
<u>B. M.</u>	
<u>Freddie C. Colston</u>	
<u>Anna M. Fagan</u>	
<u>John H. Fagan</u>	
<u>Lynda D. Heald</u>	
<u>Seamus J. Haase</u>	
<u>C. Stephen Haase</u>	
<u>Zini Batte</u>	

Received for Record the 21 day of November, 1982, at 2:50 o'clock P.M.

Reed M. McKeithan, Register

State of Tennessee

County of Anderson

Personally appeared before me, the undersigned, A Notary Public in and for said County and State, the within named Members of the Hendrix

Village Homeowners Association

Witness My Hand and Official Seal at Anderson County Oak Ridge

This the 20th day of December 19 82.

Barbara C. Swartz
Notary Public

My Commission Expires: 3-18-86

