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*Nick McBride*  
**Register of Deeds**  
**Knox County**

  
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**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
RESTRICTIONS COPPERSTONE AND THE VILLAS AT COPPERSTONE**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS COPPERSTONE AND THE VILLAS AT COPPERSTONE is made and entered into the date hereinafter set forth by Don Duncan the Developer of the Property described herein (hereinafter the "Developer").

**WITNESSETH:**

WHEREAS, Gregory T. Smith, Trustee, for the Copperstone Group, a Tennessee Partnership (hereinafter "Smith"), was the original owner and Developer of Copperstone and The Villas at Copperstone; and

WHEREAS, the original Declaration of Covenants and Restrictions Copperstone and The Villas at Copperstone ("Original Declaration") were made and entered by Smith on June 7, 2004, and appear of record in Instrument No. 2004 06110114081 in the Office of the Register of Deeds for Knox County, Tennessee;

WHEREAS, Smith amended the Original Declaration by way of the Amended and Restated Declaration of Covenants and Restrictions Copperstone and The Villas at Copperstone ("First Amended Declaration") on January 30, 2007, and appear of record in Instrument No. 2007 01310061849 in the Office of the Register of Deeds for Knox County, Tennessee; and

WHEREAS, on or around August 2009, and pursuant to Article XXIV of the First Amended Declaration, Smith assigned and transferred all rights, powers, titles, easements, and estates reserved or given to himself as Developer to Don Duncan; and

WHEREAS, the Developer owns Property described in Article II of the First Amended Declaration for development or sale; and

WHEREAS, Article XXIII of the First Amended Declaration provides that the Developer reserves the right, in its absolute discretion, at any time, to annul, waive, change or modify any of the restrictions, conditions or covenants contained therein; and

WHEREAS, the Developer desires to amend and restate the First Amended Declaration to further provide for the preservation of the values and amenities in the community and for the maintenance and use of the open spaces and other common facilities as set forth below, each and all of which is and are for the benefit of the Property and of each owner.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, with full power as Developer under the governing documents for Copperstone and The Villas at Copperstone, as the same may have been supplemented or amended from time to time, as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.** The following words or terms, whether capitalized or in lower case, when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

1(a). The term "Association" shall mean and refer to COPPERSTONE/THE VILLAS AT COPPERSTONE HOMEOWNER'S ASSOCIATION, INC.

1(b). The term "Committee" shall mean and refer to the Copperstone/The Villas at Copperstone Architectural Review Committee.

1(c). The term "Common Property" or "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties, including, but not limited to, those areas labeled as Common Area and any additional areas of land for which the Developer proposes to convey and transfer to the Association for the common use, benefit, and enjoyment of the owners of the Properties, and the private street known as Edgebrook Way.

1(d). The term "Board of Directors" shall mean and refer to the Board of Directors for the Association.

1(e). The term "Developer" shall mean and refer to Don Duncan, or any successor, successor-in-title, or assign who takes title to any portion of the Property for the purpose of development or sale and who is designated as the Developer in a recorded instrument executed by the immediately preceding Developer.

1(f). The term "Director" shall mean and refer to the Director or member of the Board of Directors of the Association.

1(g). The term "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

1(h). The term "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties except for Common Properties as defined above.

1(i). The term "Member" shall mean and refer to all those Owners who hold a membership interest in the Association as provided in Article III, Section 1, below.

1(j). The term "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1(k). The term "Property" or "the Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to the Original Declaration, the First Amended Declaration, this declaration, or any supplemental declaration under the provisions of Article II.

1(l). The term "Traditional Architecture" shall be defined as residential architecture categorized as Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, and all other

Traditional Single Family Residential Architecture common in the United States and not typically referred to as Contemporary.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1.** Existing Property. The real Property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in Knox County, Tennessee, and is more particularly described on attached Exhibit A, all of which real Property shall be referred to in this document as “the Properties.”

**Section 2.** Additional Units of Copperstone or The Villas at Copperstone may be made subject to this declaration by recording of additional declarations at the sole discretion of the Developer, its successors or assigns.

Any such subsequent declarations of covenants and restrictions once approved by said Developer shall interlock all rights of Members to the Association to the end that all rights resulting to the members of the Association shall be uniform as between all Owners in Copperstone or The Villas at Copperstone.

## **ARTICLE III**

### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

#### **Section 1. Membership.**

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the Owner of a fee or undivided fee interest in a Lot and expires upon the transfer or release of said ownership interest, other than a transfer or conveyance made for the purposes of security or refinancing.

#### **Section 2. Voting.**

2(a). Votes Necessary for Action. Except as otherwise specifically required by this declaration, the bylaws of the Association, or applicable law, any action to be taken at a duly called meeting of the Members at which a quorum is present shall be binding on the Members upon the affirmative vote of a majority of the votes which are eligible to be cast at such meeting.

2(b). Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1, Article III, except for the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1, Article III. When more than one person holds such interest or interests in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Any Class A Member who is delinquent in the payment of either the annual assessment or charges and/or special assessments at the time of the Annual Homeowners Association meeting will forfeit their right to vote at that meeting.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Section 1, Article III, provided that the Class B membership shall cease and become converted to Class A membership when the Developer, its successors or assigns, has relinquished ownership in all Lots in the subdivision. The Class B membership shall be nontransferable and shall remain in the Developer, its successors or assigns, until such time as the Developer, its successors or assigns, has relinquished ownership of all Lots within the subdivision or the Developer deems it appropriate to terminate Class B membership.

### **Section 3. Board of Directors.**

The Association shall be governed by a Board of Directors to be elected by the Members at the annual meeting of the Association. The Board of Directors shall be comprised only of Owners who also permanently and currently reside in a Living Unit. Class A Members shall elect two (2) Directors to serve a two (2) year term. Class B Members shall elect three (3) Directors annually.

Once the Developer, its successors or assigns, has relinquished ownership in all lots in the subdivision, the affairs of the Association shall be governed by a Board of Directors of not less than three (3) and no more than five (5) members, to be elected for a two (2) year term by the Members. The Board of Directors may act in all instances on behalf of the Association, except as otherwise provided in this declaration, the bylaws of the Association, or other applicable law.

**Section 4. Books and Records.** The books and records of the Association shall be kept in such a manner that is possible to determine and ascertain that (i) such sums are expended by the Association for development, improvements, maintenance and upkeep of all Common Properties, and (ii) such sums are expended for the purposes of the assessments as further described in Article V.

## **ARTICLE IV**

### **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**Section 1. Members' Easements of Enjoyment.** Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

**Section 2. Title to Common Properties.** Title to the Common Properties has been previously conveyed to the Association by way of quit claim deeds of record as Instrument No. 2009 10210028295 and Instrument No. 2019 12050038595 in the Register's Office of Knox County, Tennessee.

**Section 3. Extent of Members' Easements.** The rights and easements of enjoyment created here shall be subjected to the following:

3(a). The right of the Association to take reasonable action to protect and preserve the rights of the Association, and the individual Members, in and to the Common Properties, including, but not limited to, rights to prevent the sale or confiscation of said Common Properties from creditors or lien holders of the Association or membership.

3(b). The right of the Association, as provided in its charter and bylaws, to suspend the voting and enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any

period not to exceed sixty (60) days for any infraction of its published rules and regulations. In addition, a fine of no less than \$10 but no more than \$100 may be assessed as a per diem or as a lump sum, determined by the Board of Directors, for any infraction of its published rules and regulations; and

3(c). The right of the Association to charge reasonable admission and other fees for the use of the Common Properties and to limit the number of guests of Members; and

3(d). The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to any conditions as may be agreed to by the Board of Directors; provided, however, that no dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless an instrument signed by Members entitled to cast 66 and 2/3% of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition.

3(e). The rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Property in a unit of Copperstone or The Villas at Copperstone, in which such Member is not a resident. Common Property belonging to the Association shall result in membership entitlement, notwithstanding the unit in which the Lot is acquired, which results in membership rights as herein provided.

3(f). The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the Common Properties and facilities and in aid of such actions to mortgage the Common Properties and the rights of the mortgagee in the Common Properties shall be subordinate to the rights of the homeowners.

**Section 4. Parking.** The Association shall have the absolute authority to determine the manner of parking with respect to any Common Property including the authority to regulate the maintenance and use of same.

**Section 5. Swimming Pool and Recreations Areas.** Any swimming pool, clubhouse, or other recreation or play areas or equipment furnished by the Association or Developer (collectively, the "Recreation Equipment") on the Common Properties shall be used at the sole risk of the user. Neither the Developer, the Association nor any of their officers, Directors, members, agents or employees, shall be liable to any person or entity for any claim, damages, liability or injury relating to or arising out of the use of the Recreation Equipment. Each Owner of a Lot by acceptance of a deed or other conveyance transferring ownership therefore, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to have released any and all claims of any kind, type or nature relating to or arising out of the use of the Recreation Equipment and accepted the terms of this Section 5. The use of the Recreation Equipment is subject to rules and regulations established from time to time by the Association, including, without limitations, rules addressing hours of use, appropriate dress, and other matters. The Recreation Equipment, generally, and any swimming pool specifically, is intended for family use and all users of the Recreation Equipment shall at all times dress and conduct themselves in a manner consistent with the presence of families and young children.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot, except those exempt under Section 9 of this Article, by acceptance of a deed therefore, whether or not it shall be so expressed

in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments or charges, together with such interest and costs of collection as provided below, and the amounts shall be a charge on the land and shall be a continuing lien upon the Property against which each assessment is made. Upon default in the payment of such assessment, the Association is authorized and entitled to record a notice of lien claim in the Register's Office for Knox County, Tennessee, and to foreclose that lien claim by attachment and sale of the Property through appropriate legal proceedings. Each assessment, together with the interest, cost of collection, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of the Property at the time when the assessment fell due. The Association may bring an action in court to recover such assessment, together with interest, costs and reasonable attorney fees, from each person who was an Owner of such Lot at the time when the assessment fell due, which action may be brought in lieu of, or in addition to, the filing or foreclosure of the lien pursuant hereto. The personal obligation or the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare and beautification of the Common Properties, to promote and foster the subdivision community through social activities and events, for the improvement and maintenance of Properties, Recreational Equipment, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties, including, but not limited to, the payment of taxes and insurance and repair, replacement, and additions to the Common Properties, and for the cost of labor, equipment, materials, management, and supervision of the Common Properties, and the maintenance and repair of the private drive known as Edgebrook Way, all lightings, traffic signals, and signs pertaining to the subdivision.

**Section 3. Basis and Maximum of Annual Assessments.** Each Lot in Copperstone shall, as of the date set under Section 5, shall be subject to a monthly assessment of not more than \$60.00. Each undeveloped Lot in Copperstone, which is not owned by the same owner of a Lot that joins or abuts the undeveloped Lot, shall be subject to a monthly assessment of not more than \$10.00. Each Lot in The Villas at Copperstone, as of the date set under Section 5, shall be subject to a monthly assessment of not more than \$167.00, which includes the allocation of yard care as described in Section 10 below. From and after January 1, 2022, the monthly assessments may be increased or decreased by assent of at least three (3) members of the Board of Directors.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy a special assessment 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 upon the Common Property, including the necessary fixtures and personal property related thereto, provided, that, any such assessment shall have the assent of at least three (3) members of the Board of Directors.

**Section 5. Date of Commencement of Monthly Assessments:** The first annual assessment shall become due and payable on the first day of the month following the lapse of thirty (30) days from the date of the sale of the first Lot in Copperstone or The Villas at Copperstone. Thereafter, as each person or entity becomes a Member, such new Members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. The due date of any special assessment under Section 4 above shall



be fixed in the resolution authorizing such assessment. Upon a person or entities ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment.

It shall be the duty of the Board of Directors to notify each Owner of any change in the annual assessment or any special assessment and the date due of such assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States mail, or by electronic mail, to the last known address for each such Owner.

**Section 6. Association Charge for New Members.** In addition to the assessments provided above, each purchaser of a Lot shall pay a new Member charge of \$300.00 at the closing as an administrative fee to the Association. This new Member charge may be increased or decreased as determined by the Association from time to time. Such amount shall be in addition to any other assessment required to be paid by Lot Owners.

**Section 7. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; and Remedies of Association.** If the assessments are not paid within 10 days of the date when due (being the dates specified in Section 5 above), a late fee of \$15.00 (per each month of delinquency thereafter) and the cost of collection as provided, become a continuing lien on the Property, which shall bind the Property in the hands of the Owner, and his or her successors and assigns. The personal obligation of the Owner to pay the assessment, however, shall remain his or her personal obligation for the statutory period, and shall not pass to his or her successors in title unless expressly assumed by them. Penalties for late payment may be assessed by the Board of Directors in its sole discretion.

The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the Property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in the action, and in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. A Lot Owner may not waive or otherwise escape liability for the assessments provided for herein by claiming offsets, the abandonment of such Owner's Lot or for non-use of the Common Properties.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that the subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. The sale or transfer shall not relieve the Property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessments. An assessment shall not be subordinate to a mortgage held by a prior Owner who was the Owner at the time such assessment accrued.

**Section 9. Exempt Property.** The following Property subject to this declaration shall be exempt from the assessments, charges and liens created here:

- (a) all Properties owned by the Developer; and
- (b) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; and
- (c) all Common Properties as defined in Article I, Section 1.

**Section 10. Special Allocation of Yard Care Expense.** For the maintenance free Lots (i.e., THE VILLAS AT COPPERSTONE), the Association will mow the entire yard, and provide certain landscaping services (i.e., mulching, fertilizing, and weed control) for the front and side yards only. The costs the Association incurs in providing these services will be specifically allocated to the maintenance free Lots on a pro rata basis based on the number of maintenance free Lots. The allocated costs will be added to the annual assessments that each Owner of a maintenance free Lot is required to pay.

The Association shall have no obligation to provide any other services to the maintenance free Lots. The mowing obligations of the Association pursuant to this Section 10 do not include establishing the lawns or maintaining the sprinkler systems, which shall be the sole responsibility of each Lot Owner. Each Owner of a maintenance free Lot hereby grants to the Association, its agents, employees, successors and assigns, a permanent, non-exclusive easement to go on and over such Owners' Lot for the purpose of allowing the Association to satisfy its obligations under this Section 10. In the event a maintenance free Lot's rear yard has been enclosed or access to the rear yard is otherwise obstructed, the Owner of such Lot, at its sole cost and expense, shall be responsible for mowing the rear yard.

The Association shall not be liable to any Owner or to the Owner's family, tenants, contract purchasers, guests, invitees or anyone permitted to be on the Lot by the Owner or the Owner's family, tenants, contract purchasers, guests or invitees for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of an alleged failure of the Association to take some action or perform some function required to be taken or discomfort or interruption arising from the maintenance or other actions which are the responsibility of the Association. The Association shall repair incidental damage to any Lot resulting from performance of work which was the responsibility of the Association.

## **ARTICLE VI**

### **TERM**

These declaration of covenants and restrictions are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2050, at which time said covenants shall be automatically extended for successive periods of 10 years unless, by a vote of 75% of Members of the Association, it is agreed to change said covenants in whole or in part.

## **ARTICLE VII**

### **SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

## **ARTICLE VIII**

### **LAND USE, BUILDING TYPE AND LOCATION**

All lots in the subdivision shall be known and designated as residential lots unless otherwise noted and shall be restricted exclusively to single-family residential use. No building shall be located on any Lot nearer to a boundary line than setbacks as noted on the subdivision plat, or as required by the Knox County zoning ordinance or subdivision regulations, which zoning ordinance and subdivision regulations shall be controlling. The appropriate county zoning authority shall have the exclusive authority to permit or deny variances in hardship cases as to the rear, side, or front set back requirements.



No structure shall be erected, altered, placed or permitted to remain on any of the said Lots other than one detached single-family dwelling not to exceed two (2) stories in height and a private attached garage except by approval of the Committee. No approval will be made without a design review application being filed with the Committee.

No more than one single-family dwelling may be erected on any one Lot as shown on the recorded plat. No Lot, or any portion thereof, shall at any time be used for any commercial, business, or professional purpose. No residence or Living Unit on a Lot may be leased or rented to a tenant for less than a minimum of six (6) consecutive months at market rate rents. Not more than one Living Unit may be erected on Lot.

## **ARTICLE IX**

### **DIVISION OF LOTS**

No Lot may be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the explicit purpose of increasing the size of another Lot. No Lot shall be combined with another Lot without the approval of the Board of Directors. Not more than one single family dwelling may be erected on any one Lot as shown on the recorded plat.

## **ARTICLE X**

### **ARCHITECTURAL REVIEW COMMITTEE**

No building shall be erected, placed, or altered (including change in exterior color), or permitted to remain on any building Lot in the subdivision until the building plans and specifications and a plan showing the location of the dwelling have been approved in writing by the Committee as to quality of workmanship and materials, harmony of exterior design (including paint color) with existing structures, and as to the location with respect to topography and finish grade level and elevation. A comprehensive landscaping plan for each home site must be designed by a registered landscape architect or a person of similar competence and must be submitted and approved by the Committee.

The Committee shall be composed of three (3) members appointed by the Developer. A majority of the Committee may designate a representative to act for the Committee. In the event of death or resignation of any member of the Committee, the Developer shall have the exclusive authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this provision, but they may be able to retain and hire professional services for this purpose. In the event that the Committee, or its designated representatives, fail to approve or disapprove such plans or specifications within thirty (30) days after the same have been submitted to it, such approval shall be implied and no longer required as this covenant will be deemed to have been fully complied with. Further, such plans must be left with the Committee during the period of construction after approval. Further, if no suit to enjoin the construction has been filed prior to the completion thereof, approval will not be required, and the covenant shall be deemed to be fully made. The Developer shall continue to have the exclusive authority to appoint the members of the Committee until such time as it shall in writing expressly confer such authority to the association.

**Section 1. Purpose, Powers and Duties of the Committee.** The purpose of the Committee is to ensure that the installation, construction, or alteration of any Living Unit or structure on any Lot is in conformity and harmony of the external design and general quality with the existing standards of the neighborhood and within the standards of the development of the Property, and to ensure the location of the structure or Living Unit complies with these covenants and restrictions. To the extent necessary to carry out such

purpose, the Committee shall have all powers and duties to do each and everything necessary, suitable, convenient, or proper to accomplish such purpose, including, without limitation, the powers and duties to approve or disapprove the plans and specifications for any installation, construction, or alteration of any structure or Living Unit on any Lot.

**Section 2. Submission of Plans and Specifications.** Plans and specifications submitted to the Committee shall be in such form and shall contain such information as may be reasonably required by the Committee, including but not limited to the following:

2(a). A site plan showing the location of all proposed and existing structures on the Lot, including setbacks, open space, driveways, walkways, and parking spaces (including number thereof).

2(b). Floor plans.

2(c). Exterior elevations of all proposed structures and alterations to existing structures, as such structures will appear after all backfill and landscaping is completed.

2(d). Specifications showing the nature, kind, shape, height, and material for all exterior structures and finishes, and the colors proposed to be used on all exterior structures and finishes including alterations to be made to existing structures, and showing the front, side, and rear elevations.

2(e). Plans for landscaping and grading.

2(f). Garage doors design.

2(g). Samples of building and paint materials to be used.

**Section 3. Approval and Responsibility of Builders.** Any builder or landscaper, prior to performing any work on a Lot in the Property, must first be approved by the Committee for the purposes of verifying financial stability, experience, and other criteria reasonably required for consideration. Such approval shall be within the sole discretion of the Committee. No person shall be approved as a builder or landscaper unless such person obtains its income primarily from construction or landscaping of the type which is to be performed upon the Property. No Owner will be permitted to act as its own builder or contractor except where such Owner obtains his or her income primarily from the construction of the type of structures to be constructed on the Property and otherwise meets the qualifications set forth above.

All builders and Lot Owners are responsible for the conduct of their contractors, subcontractors, employees, suppliers, and other persons involved in the construction, alteration, or improvement of a Living Unit or Lot. In this regard, a builder and Owner are responsible to ensure: (1) that the construction site is clean and free of debris, that waste materials and unused materials are neat and orderly, that a silt fence or other measures are taken to reduce and limit mud, dirt or other debris from the roadway or private drive; (2) by prohibiting the consumption of drugs and alcohol, and by prohibiting any activities that could threaten the safety or well-being of the neighborhood community; and (3) by obtaining or verifying that the persons performing the work are properly insured.

**Section 4. Right of Inspection.** The Committee, its agents and representatives, shall have the right and be permitted to enter upon and inspect any Lot and structure during reasonable hours for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any structure, or the use of any Lot, is in compliance with the provisions of these covenants and restrictions. The Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

**Section 5. Violations.** The Committee shall have the right and power to enjoin or remove any structure, improvement, modification, alteration, or installation on a Lot that was not approved by the Committee or that is not in conformity with the plans and specifications approved by the Committee. If the Committee determines that a violation has occurred, the Committee shall provide written notice to the Owner setting forth the nature of the violation and the specific actions required to remedy the violation. If the Owner does not take reasonable steps towards the required remedial action within twenty (20) days after receipt of the notice, the Committee shall have the right of abatement. Any cost and expense incurred by the Committee in enforcing this Article X, including reasonable attorney's fees and costs, shall be added to and become part of the assessment to which the Owner and his Lot are subject.

**Section 6. No Right of Action.** The Committee shall not be liable in damage to any person submitting requests for approval, a builder, or to any Owner within the Properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove regarding such requests.

**Section 7. Governing Bodies.** Nothing contained herein abrogates, modifies, or changes the applicability and control of any ordinance, statute, code, rule or regulation of Knox County or other state, local, or governmental entity.

**Section 8. Obligation to Repair and Restore.** Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Lot, the insurance proceeds from any insurance policy covering a Lot or improvements on such Lot shall be first applied to the repair, restoration, or replacement of the improvements on such Lot. Each Owner shall be responsible for the repair, restoration, or replacement of the improvements on each Lot owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be generally harmonious with the other Lots, and reconstruction must be consistent with plans approved by the Board of Directors or the Committee. Reconstruction must be completed within eighteen (18) months of the loss, or such greater period as approved by the Board of Directors.

## **ARTICLE XI**

### **DWELLING RESTRICTIONS**

**Section 1. Design Requirements.** No dwellings shall be erected, placed, altered or permitted to remain on any Lot unless it conforms to the following requirements:

1(a). The dwelling and related improvements must be Traditional Architecture and design as defined herein.

1(b). The minimum heated livable area for a one-story dwelling, exclusive of porches, garages and basements, is 2,200 square feet with a 400 square feet minimum bonus room located over the garage. Two story and one- and one-half story dwellings shall have not less than 2,800 heated square feet total consisting of 1,700 square feet minimum on Floor 1 and 1,100 square feet minimum on Floor 2, exclusive of porches, garages, and basements. The minimum living area square footage requirements shall be determined by the Committee on a case-by-case basis and shall be within the sole discretion of the Committee.

1(c). All windows and trim must be aluminum or vinyl clad wood construction windows or vinyl construction windows (or other material otherwise approved) and must be single hung, double hung, fixed or casement windows as approved by Committee.

1(d). All dwellings, except one story dwellings shall have a minimum roof pitch of 8/12 and the one story shall have a minimum roof pitch of 9/12.

1(e). All dwellings shall be of brick, real stucco, stone, or a combination thereof as approved by the Committee. Any other exterior finishes must be approved by the Committee on an individual house basis. No Masonite or other similar type synthetic siding material will be permitted. Hardie Plank cement siding, vinyl shake siding, vinyl soffits, or natural wood will be considered on an individual house basis and approved by the Committee.

1(f). All above ground exterior foundation walls shall be veneered with brick or stone as approved by the Committee.

1(g). All fireplaces and chimneys shall have a brick, real stucco, or stone exterior unless otherwise specifically approved on an individual basis by the Committee.

1(h). All dwellings shall have not less than a two-car attached garage, side or rear entry only, capable of accommodating two automobiles unless otherwise approved by the Committee.

1(i). Heating and air conditioning systems shall be concealed from view by appropriate screening, subject to approval of the Committee.

1(j). There shall be no occupancy permitted of any Living Unit until such time as the dwelling, yard and landscaping are complete unless otherwise approved by the Committee.

1(k). The finished grading for all Lots shall be completed in conformity with the recorded plat for the subdivision in such manner as to retain all surface water drainage on said Lot or lots "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 development, as approved by the municipal authority having jurisdiction over said subdivision.

1(l). Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Exterior materials shall be brick, stone or stucco as approved by the Committee. No simulated brick shall be permitted.

1(m). Finish colors shall be applied consistently to all sides of the buildings. Color selections shall be harmonious with each other and with natural materials and shall be compatible with colors of the natural surrounding and other adjacent Property. All exterior wood, simulated wood, and metal, including decks, handrails, banisters, shutters, front doors, etc., must be painted, or stained and refreshed every three (3) to five (5) years or sooner as needed.

1(n). Exterior window and door trim and similar decorations shall be of the same color and materials, unless otherwise approved and shall be of the same material as exterior walls or directly compatible. Fascia, gutters, and downspouts shall blend in and be directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.

1(o). All exterior mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen, or by a painted wood fence. No solar energy devices shall be allowed.

1(p). Roofing materials must be 30-year architectural dimensional shingle with colors of weathered wood, slate blend, or charcoal gray. Roof pitch must be 8/12 or higher.

1(q). All interior window treatments such as drapes and blinds shall have a solid light-colored appearance from the exterior and are subject to approval by the Committee.

1(r). Automatic sprinkler systems are required for front and sides for all Lots. Rear is optional.

1(s). All front and side yards will require sod.

## **Section 2. Miscellaneous Restrictions.**

2(a). A black, galvanized steel standard post mount mailbox (6-7/8" W x 8-3/4" H x 18-3/4" L) is installed with each new home. The mailboxes are manufactured by Fulton corporation. Mailboxes must be replaced or painted when there is evidence of fading or rust and must be replaced when they are damaged in anyway and/or by request of the Committee. Refer to the Architectural Review Policies and Procedures for information regarding where to purchase replacement mailboxes.

2(b). No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used, except as approved by the Committee.

2(c). No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers, heavy equipment, commercial vehicles that do not qualify as a "Class 1" or "Class 2" vehicle by the Federal Highway Administration, recreational vehicles, or similar type vehicles on or about said residences unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining Properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired, or maintained on the street, driveway, or lawn of any Lot.

2(d). Builders will be responsible for providing silt control devices on each Lot during construction activities.

2(e). 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 it shall be strictly prohibited for articles or items of any description or kind to be displayed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

2(f). No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Committee of the plans and specifications for such roads and driveways. Such plans shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the Committee. Parking spaces, garages, and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape and compatibility with surrounding improvements. All home sites shall have a paved driveway of stable and permanent construction of at least fourteen (14) feet in width, and on a side entry garage, a minimum of twenty-eight (28) feet turn around at side entry garage. Unless prior approval is obtained by the Committee, all driveways must be constructed of brick, concrete or stone.

2(g). Any construction on a Lot shall be at risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing, sidewalks, or street resulting from construction on such Lot. Any damage to any section(s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonably possible but in no event more than thirty (30) days after completion of such construction.

2(h). No window air conditioning unit may be located in any part of any Living Unit, dwelling, or accessory structure.

2(i). Fireworks are not allowed to be discharged from any Common Property at any time.

2(j). All exterior lighting shall be consistent with the charter established in the subdivision and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting for security and/or decoration shall be limited to concealed up lighting or down lighting. No color lens or lamps are permitted (except holiday related, *e.g.*, Halloween; Christmas).

## **ARTICLE XII**

### **NUISANCES**

No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Properties, nor shall anything be done therein or their own which, in the judgment of the Board of Directors, constitutes a nuisance, causes unreasonable noise or disturbance to others, or unreasonably interferes with other Owners' use of their Lot and/or the Common Properties.

All alarms or security systems with a siren, bell, or other auditory warning device shall be monitored so that it can be turned off or otherwise silenced by the Owner or a third-party after a reasonable period of time.

## **ARTICLE XIII**

### **TEMPORARY STRUCTURES**

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on a Lot shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

(a) the Association, the Committee, or any Owner, shall have the right to enforce, by and proceeding at law or inequity, all restrictions, conditions, covenants, reservations, easement, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association, the Committee 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.

(b) The Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Committee, through its agents and employees, to enter at all reasonable times upon any Lot or structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have Committed a trespass or wrongful act by reason of such entry and such actions. Further, the Committee, the Association, the Developer or any Owner may: (1) prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the any covenant or restriction in this declaration, and, or (2) maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions, for the purpose of preventing or enjoining any such violations or attempted violations, and/ or to have any such violation removed from the Lot or cured.

(c) The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. If the Association, the Committee, the Board of Directors, or any Owner of a Lot shall successfully prosecute in law or equity and action pursuant to this or any other enforcement section of these covenants or restrictions, then that party shall be entitled to receive its reasonable attorney's fees and the costs reasonably necessary to prosecute the case against the party violating the covenants and restrictions herein.

## **ARTICLE XV**

### **EASEMENTS**

Easements and other restrictions in conformity with the recorded plat of Copperstone or The Villas at Copperstone are expressly reserved for the overall development of the subdivision and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any Lot in this subdivision unless prior written permission is granted by the Developer.

## **ARTICLE XVI**

### **COMMISSION OF WASTE AND UNSIGHTLINESS**

At no time shall any Lot or parcel be stripped of its topsoil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any Lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any Lot in the subdivision refuse, stumps, rock, concrete blocks, dirt or other undesirable materials. Any person doing so shall be subject to notification by the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said period of time, the Association shall have the right to injunctive relief against the Owner of the affected Lot and the contractor or agent of the Owner and to make all necessary corrections and the expensive same shall be a lean upon the real Property affected.

## **ARTICLE XVII**

### **SIGNS**

No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the Property for sale, or signs used by the builder to advertise the Property during the construction and sales period.

## **ARTICLE XVIII**

### **LIVESTOCK AND POULTRY**

No animals, livestock, poultry, or fowl of any kind shall be raised, bred or kept on any Lot except pets such as dogs or cats, which are permitted provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance. However, in no event shall any household have more than two animals of any species. No fenced dog runs shall be allowed.



All pets shall be kept inside the residence except when being walked with a leash or contained in a fenced-in backyard. No structure for the care, housing or confinement of any animals shall be constructed, placed or altered on any Lot. "Invisible Fencing" (*i.e.*, radio monitored under-ground wiring system) is encouraged.

#### **ARTICLE XIX**

##### **GARBAGE AND REFUSE DISPOSAL**

No Lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept except on a temporary basis and in sanitary covered containers.

#### **ARTICLE XX**

##### **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 Committee as they are often contrary to the architectural and landscaping concepts as well as the sense of community that is promoted. In the backyard area, fences will be permitted from an approved set of fencing types adopted for use by the Committee. No fence or wall of any kind shall be erected or altered on any Lot without the Committee's written approval of the plans, specifications, and location for such fences and walls. No fence or wall may be built on a Lot in any area or in a manner that changes the topographical grade of the Lot or impedes the drainage of stormwater over and across the Lot and the surrounding areas. An Owner that constructs a fence or a wall in violation of this Article XX shall be liable for the cost and expense of all damages caused by such construction, including the removal of any such fence or wall and the remediation of the Lot and the surrounding Property.

#### **ARTICLE XXI**

##### **MAINTENANCE**

Each Owner (other than the Developer) of a Lot, whether vacant or occupied, shall keep and maintain such Lot and the exterior of any and all improvements located on their Lot in a neat, attractive and safe condition and will execute any repairs or improvements in conformity to standards as established by the Committee. In the event any Lot Owner fails to maintain the Property, or improvements thereon, in a manner satisfactory to the Board of Directors, the association, upon the vote of the majority of the Directors, shall have the right, through its agents and employees, to enter upon said Lot and perform the needed maintenance. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

#### **ARTICLE XXII**

##### **ACCESSORY STRUCTURES**

The Committee shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of an accessory structure may not be commenced until complete final plans and specifications shall have been submitted and approved by the Committee. Any accessory structure shall be in the "backyard area".

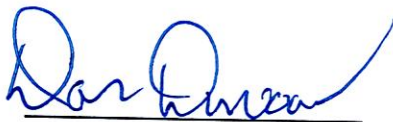
During the time period in which Developer owns any Lot or Property for the purposes of development or sale, the Developer hereby reserves the right, in its absolute discretion, at any time, to annul or amend this declaration, to change the size of, or relocate any of the lots, parcels, streets, or roads, shown on any of the plats of Copperstone or The Villas at Copperstone, or to otherwise modify or change any of these restrictions, covenants, or conditions contained in this declaration. Any amendment will not be effective until it is recorded in the Register's office for Knox County, Tennessee. To be sure, the Developer shall have the unilateral right and anytime and from time to time to amend this declaration, the charter and the bylaws of the Association, and the rules and regulations.

#### ARTICLE XXIV

##### ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this declaration may be assigned to any one or more corporations or assigns which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released therefrom.

IN WITNESS WHEREOF, Don Duncan, the Developer of Copperstone and The Villas at Copperstone, has caused this instrument to be executed this 10<sup>TH</sup> day of MAY, 2022.





**Don Duncan**

STATE OF TENNESSEE                    )  
  )  
COUNTY OF KNOX                    )

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named **Don Duncan**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he executed the foregoing SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS COPPERSTONE AND THE VILLAS AT COPPERSTONE for the purposes therein contained.

Witness my hand and seal this 10<sup>TH</sup> day of MAY, 2022.

  
Notary Public



My Commission Expires: 11/23/2024

### EXHIBIT A

All those properties shown on the plats recorded in the Register's office for Knox County, Tennessee bearing instrument numbers 200402120077154, 200402120077155, 200402120077156, 200701190058710.