

Phyllis Lee Crisp, Registrar
 Blount County Tennessee

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 THIS INSTRUMENT PREPARED BY COSTNER & GREENE, ATTYS., 315 HIGH ST., MARYVILLE, TN 37804 BY: STEVEN J. GREENE C&G-7883 dp/sg

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRIFFITTS MILL AT MINT, PHASE ONE

THIS DECLARATION, made on the date hereinafter set forth by **COUNTRY MEADOWS CORPORATION**, a Tennessee corporation with its principal office located in Blount County, Tennessee, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner and developer of certain property in Blount County, Tennessee, which is more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 36, 37, 38, 39, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 82, 83, 93, 94, 95, 96 & 97 of GRIFFITTS MILL AT MINT, PHASE ONE as shown by map of the same of record in Map File 3032A and Map File 3032B in the Register's Office for Blount County, Tennessee, and intends to erect thereon, a residential community, together with other areas for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of the areas as described herein, and desires to subject the above described Lots to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, Declarant hereby declares that all of the Lots 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 insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "**Association**" shall mean and refer to GRIFFITTS MILL AT MINT, PHASE ONE HOMEOWNERS ASSOCIATION, INC., an association of the owners of the Lots located and being in GRIFFITTS MILL AT MINT, PHASE ONE, map for which is of record in Map File 3032A and Map File 3032B in the Register's Office for Blount County, Tennessee, and such other additional and future maps of GRIFFITTS MILL AT MINT as may be properly approved and recorded at the Register's Office for Blount County, Tennessee.

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, provided however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an owner.

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

Section 4. "**Lot**" shall mean and refer to the tracts of land so designated as Lots on the plat hereinabove referred to recorded in the Register's Office for Blount County, Tennessee, and all future plats or maps of GRIFFITTS MILL AT MINT to be approved and recorded at the Register's Office for Blount County, Tennessee. For all purposes hereunder, it shall be understood and agreed that Declarant shall be the owner of all said Lots, save and except only those particular Lots which Declarant conveys in fee simple by recordable deed from and after date hereof.

Section 5. "**Declarant**" shall mean and refer to Country Meadows Corporation, its successors and assigns.

Section 6. "**Member**" shall mean and refer to every person or entity who holds membership in the Association.

Section 7a. "**Common Area**" shall mean all real property containing 3.737 acres, more or less, (including the improvements thereto) for the common use and enjoyment of the owners and being identified by hatched areas on said recorded maps and including but not limited to the detention basins, drainage easements, Common Areas, pond, the medians of Griffiths Blvd. and to two 25-foot permanent private nonexclusive easements for ingress, egress, drainage and utilities located on Lots 36, 37, 38 39 & future phase of Griffiths Mill at Mint, all as more particularly described on map of record in Map File 3032A and Map File 3032B in the Register's Office for Blount County, Tennessee

and upon any future plats of GRIFFITTS MILL AT MINT as may be properly approved and recorded at the Register's Office for Blount County, Tennessee. Any common areas (excluding the exception of Drip Field/Common area) are to be used by the Association at the time of conveyance of the first Lot and shall be subject to any conditions, limitations and easements as set forth on the recorded plat or plats hereinafter referred to.

Section 7b. "Drip Field/Common Area" shall mean all real property identified as Drip Field/Common Area and containing 16.198 acres, more or less, as shown on the record map for Griffitts Mill at Mint, Phase One, the uses of which are more particularly described hereunder.

Section 8. "Wastewater Utility" shall mean and refer to Tennessee Wastewater Systems, Inc., its successors and assigns.

Section 9. "Wastewater System" shall mean and refer to the wastewater treatment and disposal system which shall serve each residential unit.

ARTICLE II

BOARD OF DIRECTORS AND OFFICERS

The business of this corporation shall be conducted by a Board of Directors. The first Board of Directors of the Association shall consist of the Declarant. Once the Declarant, its successors or assigns, has relinquished ownership of all lots in the subdivision, the Board shall consist of three members to be appointed by the Declarant. All subsequent Board members shall be elected by the Homeowner's Association annually. All of the Board of Directors shall be members of the Association. The executive officers of the Association shall be a President, a Secretary and a Treasurer, whom shall be elected from among themselves by the Board of Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. An Annual members' meeting shall be held at the office of the Association or at such other place designated by the Board of Directors at 7:00 p.m. on the 1st day of May of each year and for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

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 within the residential community known as GRIFFITTS MILL AT MINT, PHASE ONE.

Until 100% of all lots are sold, or when Declarant, in its sole discretion, relinquishes to the Homeowners Association this right by a document recorded in the Register's Office for Blount County, Tennessee, the Declarant will be responsible for administering and managing all the affairs of the Homeowners Association. Declarant shall retain full control of the Architectural Review Committee until 100% of all lots are sold; thereafter, the following provisions shall control:

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 Declarant, 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant 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 January 1, 2022, provided however, that if the Declarant is unable to fully develop the property and sell all recorded Lots to owners by reason of ban, moratorium or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for a period equal to the period between the date on which such ban, moratorium or restriction commenced, and the date upon which such ban, moratorium or restriction terminates or is rescinded, but in no event shall such period be extended for more than five years. From and after the happening of these events, whichever occurs first, the Class B member(s) shall be deemed to be Class A member(s) entitled to one vote for each Lot in which it holds the interest required for membership under Section 1.

ARTICLE IV

CONSENT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Owner of any Lot, by acceptance of a deed therefore, 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 the delinquent assessments shall not pass to his successors in title unless expressly assumed by them. In view of the fact that Declarant shall incur all of the initial costs of constructing, building, and installing common elements, incurring most of the initial maintenance costs of same, said Declarant shall not be required to pay on lots owned by it any annual or special assessment required hereunder or levied by the Association.

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 of the Properties, and particularly for

(a) Maintenance, upkeep, taxes and liability insurance on the Common Areas for Phase One which contain a total of 3.737 acres, more or less (specifically excluding the Drip Field/Common area which contains 16.198 acres, more or less, as shown on said plat – see also Section 2(a)1 below) and any structures which may exist or hereafter be constructed within the Common Areas, as described on plat of record in Map File 3032A and Map File 3032B in the Register's Office for Blount County, Tennessee, and upon any future plats as to GRIFFITTS MILL AT MINT as may be approved and recorded at the Register's Office for Blount County, Tennessee. Said Common Area maintenance shall include all shrubs, trees, ponds, common drainage facilities, signage, and landscaping within said common areas (not including Drip Field/Common area) subject to Section 2c below).

(a)1. The Homeowner's Association is not responsible for any of the sewer apparatus, sewer facility or structures to be located in Drip Field/Common Area or located in the future phase of Griffitts Mill at Mint as shown on said plat. Said Drip Field/Common Area, sewer apparatus, sewer facility or any

structures shall be owned and maintained solely by Tennessee Wastewater Systems, Inc., their successors and assigns.

(a)2. Tennessee Wastewater Systems, Inc. shall grant a permanent easement to Declarant, its successors and assigns, for use of said Drip Field/Common Area and that said use will be defined solely by Tennessee Wastewater Systems, Inc. The Homeowner's Association must obtain approval from Tennessee Wastewater Systems, Inc. prior to any usage of said Drip Field/Common Area. All of the Common Areas as shown on said plat is for the use of the Homeowner's Association, excluding the Drip Field/Common Area.

(b) Maintenance and upkeep of all Common Areas (excluding Drip Field/Common Area) the detention basin located on the Drip Field/Common Area and the detention basin located on the future phase of Griffiths Mill at Mint, drainage easements located on Lots 1, 2, 3, 4, 5, 6, 8, 9, 44, 45, 46, 55, 56, the 15-foot drainage easement along the ditch, and the 15 foot drainage easement along the end of pipe and ditch to the road right of way, all as shown by plat referenced herein and upon the future phase of Griffiths Mill at Mint recorded in said Register's Office. The detention basins and drainage easements shall be maintained in an operable condition. Maintenance and repair of the Common Areas to include drainage common areas, detention common areas, and pond common areas; as specified on the recorded plats.

(c) Maintenance, repair and upkeep of the medians located on Griffiths Blvd. and being shown as the shaded areas on Griffiths Blvd. on said recorded plat. There shall be no signage or planting of trees, shrubs or other material within the median areas, only grass which shall be mowed regularly.

(d) Maintenance, repair and upkeep of two 25-foot permanent private nonexclusive easements for ingress, egress, drainage and utilities located on Lots 36, 37, 38 39 & future phase of Griffiths Mill at Mint as shown by plat referenced herein and upon any future maps of Griffiths Mill at Mint recorded in said Register's Office. The owners of Lots 36 & 37 and Lots 38 & 39 shall be solely assessed on an equal prorata basis, through the Homeowner's Association, for all maintenance, repair and upkeep of each of their respective 25-foot easements. Said easements for ingress and egress shall remain open and unobstructed and shall be kept in a neat, clean and safe condition.

In the event that the need for maintenance or repair of the improvements described in Section 2(a), (b), (c) or (d) above is caused through the willful or negligent acts of an owner, or through the willful or negligence acts of the family, guests or invitees of an owner, the cost of such maintenance and repair shall be added to and become part of the assessment to which such lot owner is subject.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum Annual Assessment shall be \$300.00 per lot.

(a) From and after the year one assessment the maximum annual assessment shall be set by the Declarant or the Homeowner's Association, whomever is in control. The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the first year assessment period, the maximum annual assessment may be increased above 5% by a vote of three-fourths (3/4) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment 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, including fixtures, and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) 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 5. Written notice of any meeting called for the purpose of taking any action authorized under Sections 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 (1/2) 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 said Lot (except as provided in Article 4, Section 3 herein). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Declarant or the Homeowner's Association 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 ten percent (10%) 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 or abandonment of his Lot.

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

ARTICLE V

PROVISIONS FOR WASTEWATER DISPOSAL

Section 1. Wastewater System. The Property and each residential unit located thereon shall be served by a wastewater treatment and disposal system (hereinafter "Wastewater System") to be operated by the Tennessee Wastewater Systems, Inc. (hereinafter "Wastewater Utility"). Each Owner, by acceptance of a deed therefore, agrees to enter into an agreement regarding the Wastewater System with such Wastewater Utility in form and substance satisfactory to such

Wastewater Utility and to abide by any rules, regulations or other requirements of such Wastewater Utility regarding the Wastewater System ("Do's & Don'ts for Effluent Collection Systems").

Section 2. Wastewater Utility. No individual wastewater disposal system shall be permitted on any lot. The Wastewater System of the property will be owned and operated by the Wastewater Utility, a public utility company, which is regulated by the Tennessee Regulatory Authority. Water and sewer lines will be installed to the property line of each lot. It will be the responsibility of the lot owner who is building a home to extend these lines to the dwelling and install components per the specification of the Wastewater Utility.

Section 3. System Requirements.

(a) The Wastewater System being installed requires the lot owner of each residential unit to purchase and install a tank system on the lot when constructing a building before occupancy of the dwelling. After installation of the tank is accepted by the Wastewater Utility, all maintenance, service and/or replacement will thereafter be the responsibility of the Wastewater Utility. The owner by accepting a deed to a residential lot in Griffiths Mill at Mint, Phase One grants a convenience easement onto and across the property to the property to the Wastewater Utility responsible for maintenance of the collection lines and sewer tank system. The owner may purchase and install, at the owner's expense, a tank system of a size, shape, and nature as required by, and in compliance with, the specification as provided to the then owner by the Wastewater Utility.

(b) Each owner shall be required to ensure that a water shut-off valve with an appropriate valve box is installed in the water line on the owners side of the water meter at each residence built on a lot within the property. The valve shall comply with specifications established by the Wastewater Utility. This provision provides for the Wastewater Utility to shut off the valve in case of emergency or in the event of non-payment of sewer service by the Lot owner.

(c) The Wastewater Utility will authorize the owner to discharge wastewater into the Wastewater System only after the Wastewater Utility has inspected and approved the equipment installation.

Section 4. Owner Responsibilities. The owner agrees that by accepting a deed to a Residential Unit and by installing and using the tank system that such owner will not knowingly discharge nor allow to be discharged any material, chemical, solid or liquid into the Wastewater System that will create an environmental hazard or what will cause damage to any part of the Wastewater System. The owner may be fined billed or held liable for damages to the Wastewater System, to be enforced by the Wastewater Utility.

Section 5. Fees.

(a) A stand-by fee for each lot is charged by the Wastewater Utility until a dwelling is constructed and connected to the Wastewater System and the Owner signs up for service. The amount of the stand-by fee is set by the Tennessee Regulatory Authority and is \$120.00 per year as of the date of adoption of this Declaration. Such fee shall be paid by the owner of each lot by December 15th of each year, and shall be paid by the record owner of each lot as of December 1 of each such year. This fee may be amended by the Tennessee Regulatory Authority.

(b) In order to secure wastewater service to a home, the owner will be required to enter into a service agreement with the Wastewater Utility. The monthly rate for wastewater service is set by the Tennessee Regulatory Authority.

Section 6. Survival. The terms and conditions of this Article in its entirety shall survive the closing and sale of any lot and acceptance of a deed thereto and shall not be merged therein and shall be binding upon successive owners of each lot.

Maintenance and upkeep of the Drip Field/Common Area, the sewer facility, sewer apparatus', or any structures within the Drip Field/Area and the 25 foot permanent private nonexclusive easement for ingress, egress, drainage and utilities from Chota Road to said sewer facility as shown by plat referenced herein shall be the responsibility of the Wastewater Utility.

ARTICLE VI

ARCHITECTURAL CONTROL

Except for the original construction upon the Lots situated within the property by the Declarant and any improvements to any Lot, accomplished concurrently with said original construction and except for the purposes of proper maintenance and repair or as otherwise in this Declaration provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving device, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or to make any change or otherwise alter (including any alteration of color) in any manner whatsoever of any exterior within GRIFFITTS MILL AT MINT, PHASE ONE until the complete plans and specifications showing the location, nature, shape, height, material color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Declarant or its designated committee) shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Declarant, or by any architectural control committee designed by it. In the event the Declarant 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, such approval shall be deemed automatically granted. Any restriction hereunder may be waived by the Declarant in lieu of a committee.

In the event the Architectural Review Committee rejects plans submitted for approval under this covenant, upon written application for approval by One Hundred percent (100%) of lot owners within one hundred fifty (150) feet from all property lines of the affected lot the said proposed plans shall be deemed approved by the Architectural Review Committee.

ARTICLE VII

RESTRICTIONS ON USE

Section 1. Residential Use. No Lot shall be used except for private residential purposes except for such non-residential uses as may be permitted by the zoning laws of the applicable government authority, from time to time. Nothing in this section, or herein elsewhere, shall be construed to prohibit the Declarant from the use of any Lot or Lots which Declarant owns for promotional or display purposes as models or from leaving any Lot or Lots which Declarant owns except that Declarant shall nevertheless be bound by the provision of Section 2.

Section 2. Leasing. No Lot within the residential community shall be rented for transient or hotel purposes or in any event for any period less than six (6) months. No portion of any Lot (other than the entire Lot) shall be leased for any period. Any owner of any Lot who shall lease such Lot shall do so in writing and promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Lot shall be subject and subordinate in all respects to the provisions of this Declaration and to such By-Laws, rules and regulations, or other "House Rules" as the Board of Directors of the Association may from time to time promulgate. The provisions of this subsection shall not apply to any institutional mortgagee or any Lot who comes into possession of the Lot as a result of a foreclosure sale or other judicial sale or as a result of any proceeding in lieu of foreclosure.

Section 3. Prohibited Use and Nuisances. In order to provide for a congenial occupation of GRIFFITTS MILL AT MINT, PHASE ONE and to provide for the protection of the values of the entire development, the construction of the buildings and the use of the residence and Lot shall be in accordance with the following provisions:

(a) Said property is hereby restricted to residential dwellings for residential use. All buildings and structures erected upon said property shall be of new construction, and no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures, other than single family dwellings and cluster dwellings or single-family townhouses. All dwellings must have a two-car garage. Storage buildings, detached garages, in-ground pools and above ground pools with attractive fencing are permitted and all matters regarding said storage buildings, detached garages, pools and fencing and location thereof are subject to approval by the Architectural Review Committee.

(b) Each Lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions hereof.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots except that a total of two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. It shall be the prerogative of the Board of Directors to determine if the keeping of any animal is such to create a nuisance and in the event the Board so finds, the owner shall remove said animal or animals. No household pet shall be allowed to roam the neighborhood or shall be left outside barking for 15 minutes or more nor shall any doghouse, kennel, dog lot etc. be constructed on any Lot without prior written consent of the Architectural Review Committee.

(d) No advertising signs (except two of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said property, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted in any building or in any portion of said property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboard or the construction and maintenance of buildings, if any, of Declarant, their agents and assigns, during the construction and sale period of GRIFFITTS MILL AT MINT, PHASE ONE.

(e) No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any owner or owners in favor of the other owners.

(f) No structure of temporary character, trailer, basement, tent, shack, garage, barn, greenhouse or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Nothing contained in these covenants and restrictions shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such temporary trailers, dwellings, model houses or other structures as the Declarant may deem advisable for development purposes.

(g) No junk or inoperable cars shall remain on any Lot. Boats, recreational vehicles, campers and trailers may be kept but must be kept along the side or rear of the dwelling or in a garage, but not along any street.

(g) All fencing shall be of wrought iron, wood, brick, vinyl, powder-coated aluminum or other material acceptable to the Architectural Review Committee, and shall be constructed so as to be aesthetically compatible with the construction and style of the dwelling. All fences, including color, height and design, are subject to Architectural Review Committee and further subject to any government ordinances regarding placement. No fences of any kind shall be allowed in the area defined from the front corners of any dwelling to the front lot line of any lot; however a privacy fence between units is allowed but is subject to approval from the Architectural Review Committee. Chain link fences are not permitted.

(h) All satellite dishes shall be placed in an inconspicuous manner not facing the street. The location and size of all satellite dishes are subject to Architectural Review.

(i) No dwelling shall be erected or permitted to remain in this Subdivision unless it has a minimum of One Thousand Five Hundred (1,500) square feet of enclosed living area, exclusive of open porches, garages or basements. However, in the event the topography of any Lot so dictates, Declarant may, in its sole discretion, construct a dwelling of less than 1,500 square feet.

(j) Owners shall mow their unimproved lot(s) a minimum of twice per year, including at least once in the spring and once in the fall. All improved lots shall be mowed at regular intervals to maintain a neat appearance. This provision does not apply to any future development property of Declarant herein which shall be mowed by the Declarant at its discretion and any common areas which shall be mowed by the Homeowner's Association and the Drip Field which shall be mowed by Wastewater Utility. No tree over three inches in circumference shall be cut without the permission of the

Declarant. Declarant shall have the right to mow and maintain any lot not maintained by its owner and charge the owner for same. Delinquent fees are subject to reasonable collection cost, attorney fees and interest thereon pursuant to Article IV, Section 1 herein. Mowing fees shall become a lien on the subject lots, but said liens shall be subordinate to any mortgages obtained by the lot owners unless a lien for unpaid fees is recorded in the Register's Office for Blount County, Tennessee, prior to the recording of the mortgage.

ARTICLE VIII

INSURANCE

Insurance (other than title insurance) which shall be carried upon the common elements (if applicable) shall be governed by the following provisions:

1. Authority to Purchase; Named Insured: All insurance policies upon the Common Elements shall be purchased by the Association, and the named insured shall be the Association individually and as agent for the lot owners without naming them and their mortgages. Provisions shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of Lot owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Association and all policies and endorsements shall be deposited with the Association. Lot owners shall obtain their own insurance coverage at their own expense upon their dwellings and structures and may, at their option, obtain their own personal property or other liability insurance.

2. Coverage:

(A) Casualty: All buildings and improvements upon the Common Areas shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or Damage by Fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Common Areas including but not limited to vandalism and malicious mischief.

(B) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association.

(C) Workmen's Compensation Policy to meet the requirements of law.

(D) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

4. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

5. Association; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the lot owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association subject to the provisions hereof. The Association shall receive such insurance proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the lot owners and their mortgages as determined by the Association.

6. Association as Agent: The Association is hereby irrevocably appointed agent for each lot owner and for each owner of a mortgage or other lien upon a lot and for each owner of any other interest in the property to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

7. Waiver of Subrogation: All insurance purchased by the Association shall include a clause waiving any subrogation rights which the insurer might have against lot owners within the development.

8. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all lot owners in sufficient amounts to provide funds to pay the estimated costs. Such assessments on account of damage shall be in proportion to the owner's share in the common elements.

9. Deductible Provision: The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

ARTICLE IX

ADDITIONAL EASEMENTS

1. Easements for Utilities: There shall be easements upon, across, over and under all or any portion of all lots within GRIFFITTS MILL AT MINT, PHASE ONE for ingress, egress, installation, replacing, repairing or maintaining all utilities, including but not limited to, water, gas, electricity, telephone, sewers or television.

2. Easements for Grading: Declarant, its successors and assigns, shall have a five (5) foot easement on each side of all lot lines of each lot within GRIFFITTS MILL AT MINT, PHASE ONE for grading, etc.

ARTICLE X

ADDITIONAL PROPERTY

1. Declarant may add additional phases of Griffiths Mill at Mint. All or part of these restrictions may or may not apply to said additional phases and future lot owners of additional phases may or may not be a part of Griffiths Mill at Mint, Phase One Homeowner's Association.

ARTICLE XI

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the owner of representatives, heirs, successors and assigns for a period of twenty (20) years from the date this Declaration is recorded, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, however, the term and duration of the Homeowner's Association shall not expire for the maintenance of the all common areas and detention facilities. This Declaration may be amended at any time by instrument signed by owners holding not less than 90% of the votes of the membership. Any amendment must be properly recorded to be effective. These amendment provisions specifically exclude the amendment of any provision dealing with the Homeowners Association's for the maintenance of the all common areas and detention facilities, which may not be amended without the approval of the Planning Commission.

The Declarant reserves the right for a period of three years from the date hereto to unilaterally amend this Declaration in whole or in part to conform this Declaration to the requirements of any governmental agency, federal, state or local, and for the requirements of any mortgage lender, however any such amendments by Declarant shall not be more restrictive for Lots already conveyed and will not lessen requirements that are in keeping with the overall plan or scheme of the subdivision.

Section 2. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, or any member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions which shall remain in full force and effect.

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

Section 6. Gender. Whenever in this Declaration the context so required, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this instrument on this the 18th day of December, 2012.

COUNTRY MEADOWS CORPORATION

BY: [Signature] Jason Pankratz
TITLE: President

STATE OF TENNESSEE
COUNTY OF BLOUNT

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **JASON E. PANKRATZ**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **PRESIDENT** of **COUNTRY MEADOWS CORPORATION**, the within named bargainor, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal, at office this the 18th day of December, 2012.

My Commission Expires: 4-29-15

[Signature]
Notary Public



Phyllis Lee Crisp, Registrar
Blount County Tennessee

Sec #:	541515	Instrument #:	833311
Rec'd:	10.00		
State:	0.00		
Clerk:	0.00	Recorded	
Other:	2.00	11/8/2018 at 9:00 AM	
Total:	12.00	in	

Record Book 2534 Pgs 2034-2035

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THIS INSTRUMENT PREPARED BY COSTNER & GREENE, ATTYs., 315 HIGH STREET, MARYVILLE, TENNESSEE 37804 BY: STEVEN J. GREENE
C&G-7883 dp/ BT-4 0629

**RESTRICTIONS APPLICABLE TO LOTS 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A,
9A, 10A, 11A, 12A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A & 21A
OF GRIFFITTS MILL AT MINT, PHASE TWO**

WHEREAS, COUNTRY MEADOWS CORPORATION, HEREINAFTER REFERRED TO AS "DEVELOPER" OWNS REAL PROPERTY SITUATED IN DISTRICT NO. 7 OF BLOUNT COUNTY, TENNESSEE AND IS KNOWN AND DESIGNATED AS "LOTS 1A-21A, GRIFFITTS MILL AT MINT, PHASE TWO" AS SHOWN BY MAP OF RECORD IN MAP FILE 3715 A IN THE REGISTER'S OFFICE FOR BLOUNT COUNTY, TENNESSEE, HAVING ACQUIRED SAID PROPERTY BY DEED OF RECORD IN RECORD BOOK 2343, PAGE 1843 IN SAID REGISTER'S OFFICE; AND,

WHEREAS, DESIRING TO PROMOTE THE DEVELOPMENT THEREOF AS A RESIDENTIAL SUBDIVISION AND FOR THE PROTECTION OF ITS SUCCESSORS IN TRUST OR ASSIGNS, AND THE PROTECTION OF FUTURE OWNERS OF ANY ONE OR MORE OF SAID LOTS, THE UNDERSIGNED DEVELOPER DOES HEREBY IMPOSE UPON THE ABOVE DESCRIBED LOTS IN GRIFFITTS MILL AT MINT, PHASE TWO, THE FOLLOWING RESTRICTIVE COVENANTS WHICH SHALL RUN WITH THE LAND, TO WIT;

1. THE UNDERSIGNED DEVELOPER DOES HEREBY ADOPT THE RESTRICTIONS OF RECORD IN RECORD BOOK 2343, PAGE 1848 IN THE REGISTER'S OFFICE FOR BLOUNT COUNTY, TENNESSEE AND ALL FUTURE OWNERS OF ANY ONE OR MORE OF SAID LOTS SHALL BE SUBJECT TO ALL APPLICABLE MATTERS CONTAINED IN SAID RESTRICTIONS OF RECORD IN RECORD BOOK 2343, PAGE 1848 IN SAID REGISTER'S OFFICE, INCLUDING APPLICABLE HOMEOWNERS ASSOCIATION MATTERS AND ALL PROVISIONS FOR WASTEWATER DISPOSAL, AND ALL LOT OWNERS SHALL BE RESPONSIBLE, ON AN EQUAL PRO RATA BASIS WITH OWNERS OF LOTS ON MAP FILE 3032A AND MAP FILE 3032B IN THE REGISTER'S OFFICE FOR BLOUNT COUNTY, TENNESSEE, FOR THE COSTS OF MAINTENANCE AND REPAIR OF ALL COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO ALL COMMON AREA (EXCLUDING DRIP FIELD/COMMON AREA AS MORE PARTICULARLY DESCRIBED IN SAID RESTRICTIONS), THE DETENTION BASIN LOCATED ON LOTS 12A, 13A, 14A, 15A, 16A, 17A & 18A AND THE ACCESS EASEMENT THERETO WHICH LIES ON LOT 17A, THE 15-FOOT DRAINAGE EASEMENT LOCATED ALONG THE DITCH ON LOT NO. 10A, THE 15-FOOT DRAINAGE EASEMENT LOCATED ALONG THE DITCH ON THE COMMON AREA, THE MEDIANS OF GRIFFITTS BLVD. AND THE SIGN EASEMENT LOCATED ON LOT 2A AS SHOWN ON THE RECORDED PLATS OF GRIFFITTS MILL AT MINT, PHASE ONE AND PHASE TWO.

2. EASEMENT MAINTENANCE. LOTS 17A, 18A, 19A, 20A & 21A SHALL BE SUBJECT TO APPLICABLE MAINTENANCE PROVISIONS OF THE 25-FOOT PERMANENT PRIVATE NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITIES (COMMON DRIVEWAY) WHICH IS LOCATED ON 19A AS SHOWN BY AFOREMENTIONED PLAT OF RECORD AFORESAID, AND SUBJECT TO THE TERMS AND CONDITIONS AS FOLLOWS:

A. THE OWNERS OF LOTS 17A, 18A, 19A, 20A & 21A SHALL BE SOLELY ASSESSED ON AN EQUAL PRORATA BASIS, BY THE HOMEOWNER'S ASSOCIATION, FOR ALL MAINTENANCE, REPAIR AND UPKEEP OF SAID EASEMENT. SAID EASEMENT SHALL BE USED FOR THE PURPOSE OF INGRESS, EGRESS, DRAINAGE AND UTILITIES AND SHALL REMAIN OPEN AND UNOBSTRUCTED AND SHALL BE CONTINUALLY KEPT IN A NEAT, CLEAN AND SAFE CONDITION.

B. THAT LOTS 17A, 18A, 20A & 21A SHALL BE CONVEYED WITH SAID EASEMENT AND LOT 19A SHALL BE SUBJECT TO SAID EASEMENT. LOTS 17A AND 21A SHALL HAVE ACCESS VIA SAID EASEMENT ONLY AND SHALL NOT HAVE ACCESS BY GRIFFITTS MILL BLVD.

C. IN THE EVENT ANY LOT OWNER OR THEIR BUILDER OR GUEST CAUSES DAMAGE TO SAID EASEMENT, THE LOT OWNER CAUSING SAID DAMAGE SHALL BE RESPONSIBLE TO REPAIR SAME TO ITS ORIGINAL CONDITION.

D. ANY ASSESSMENT NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF TEN PERCENT (10%) PER ANNUM. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OR ABANDONMENT OF HIS LOT. ALL UNPAID MAINTENANCE EXPENSE CHARGEABLE TO ANY LOT OWNER SHALL CONSTITUTE A LIEN ON SUCH LOT PRIOR TO ALL OTHER LIENS EXCEPT (1) TAX LIENS ON THE LOT IN FAVOR OF ANY ASSESSING UNIT AND SPECIAL DISTRICT AND (2) ALL SUMS UNPAID ON ANY PRIOR MORTGAGE OF RECORD. THE HOMEOWNER'S ASSOCIATION MAY FILE SUIT TO RECOVER MONEY JUDGMENT FOR THE UNPAID EXPENSES AND SUCH SHALL BE MAINTAINED WITHOUT FORECLOSING OR WAIVING THE LIEN SECURING THE SAME. FURTHERMORE, SUCH LIEN MAY BE FORECLOSED BY SUIT AS A REMEDY BY THE HOMEOWNER'S ASSOCIATION. IN ANY FORECLOSURE THE LOT OWNER SHALL HAVE THE POWER TO BID ON THE LOT AT THE FORECLOSURE SALE AND TO ACQUIRE AND HOLD, SELL, LEASE, MORTGAGE AND CONVEY THE SAME.

THIS AGREEMENT SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS AND ASSIGNS, AND SHALL RUN WITH THE LANDS HEREINABOVE DESCRIBED FOREVER.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HAND AND SEAL THIS THE 18th DAY OF June, 2018.

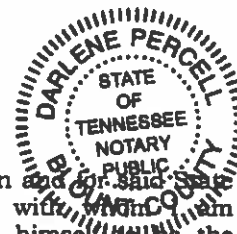
COUNTRY MEADOWS CORPORATION

By: [Signature]
JASON E. PANKRATZ, PRESIDENT

STATE OF TENNESSEE
COUNTY OF BLOUNT

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared JASON E. PANKRATZ, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the **PRESIDENT** of **COUNTRY MEADOWS CORPORATION**, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand and official seal at office this 18th day of June, 2018.



[Signature]
Notary Public

My Commission Expires: 1-30-21