


THIS INSTRUMENT WAS PREPARED BY

NAME Mesana Investments, LLC

ADDRESS P.O. Box 11315, Knoxville, TN 37939

Nick McBride
REGISTER OF DEEDS
KNOX COUNTY


Knox County, TN Page: 1 of 4
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WESTLAND OAKS SUBDIVISION,
UNIT 4, LOTS 30 -73, 111-118, &
RESUBDIVISION OF UNIT 3 LOT 74

COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned MESANA INVESTMENTS, LLC, and/or assigns (hereinafter referred to as "Developer"), is the owner of certain property (hereinafter referred to as "Westland Oaks") located in the Sixth (6th) Civil District of Knox County, Tennessee; and

WHEREAS, the undersigned, desiring to promote the development thereof as a residential subdivision and for the protection of it, its successors, heirs or assigns and the protection of future owners of any one or more of said lots, does hereby impose upon the above described property the following restrictive covenants, which shall be binding on all owners and shall run with the land, to-wit:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until August 1, 2062, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Each owner shall be entitled to one vote for each lot which he or she owns.
2. If the parties hereto or any of them or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. 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.
4. All numbered lots in the development shall be known and designated as "residential" lots. No structure shall be erected, altered, placed or permitted to remain on any lots other than one detached single-family dwelling not to exceed two and three stories in height and a private attached garage. No more than a one-dwelling house may be erected on any one lots as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale, or other process of any kind except for the purpose of increasing the size of another lot.
5. Each dwelling shall be required to meet certain minimum square footage and design requirements and no dwelling violating these minimum requirements shall be erected, placed, altered or permitted to remain on any lot in Westland Oaks.
6. No building shall be erected, placed, altered, or permitted to remain on any building lot in the subdivision until the building plans and specifications and the plot plans showing the locations of a dwelling or alterations have been approved in writing by The Heritage Architectural Review Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade level and elevation. The Heritage Architectural Review Committee shall be composed of Scott Davis. Following conveyance of Association from Developer to Homeowners, the Home Owners Association shall appoint three (3) Homeowners to serve on the Architectural Control Committee for a term of two (2) years.
7. No trailers, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall be used as a residence, temporarily or permanent, nor shall any structure of a temporary character be used as a residence. No mobile homes, modular homes, or trailers shall be placed upon the lots.
8. In order to maintain a consistent appearance, fencing must be 6' wood privacy fence, in like kind with Architectural Review Committee conforming style and design, for which the

drawn plan and style must be submitted to and approved by the Architectural Review Committee. The Architectural Review Committee does, however, retain the right to consider and approve other permanent fencing styles/materials submitted for review based upon individual lot location and view. No temporary, decorative or accent fencing of any kind shall be installed on any part of any lot. It is each Homeowner's responsibility to ensure all fencing is placed within their property boundaries. In order to maintain a consistent appearance in keeping with the surrounding properties within The Heritage, landscape and hardscape plans are subject to, and must be submitted to and approved by the Architectural Review Committee.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the map of record. No easements, rights of way, or rights of access shall be deeded, granted, or in any way given to any person or companies through any lot in this subdivision unless the Developer gives permission in writing. The lot owner is responsible for proper care and maintenance of any portion of that owner's lot affected by the aforesaid easement(s), if any.
10. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction and sale period, or a sign by the lender stating who is financing the project during the construction period.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that domestic dogs, cats, and other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided they do not constitute a nuisance. No more than two (2) domestic animals of the same species shall be kept in the home, at any one time, without written permission from the Homeowners' Association.
12. The Developer hereby reserves an unlimited right to alter these Restrictions when such action is deemed necessary.
13. Developer, as well their designated Contractors and Subcontractors, maintains the right to all common areas and use of paved roads until such time as all lots have been conveyed or until Developer, in its sole discretion, conveys common areas to the Home Owners Association, at which time all control shall pass to the Home Owners Association. Prior to subdivision turnover, Developer maintains the right to contract for maintenance of any feature of any common area, and to disburse/authorize payment from the Association operating account for said maintenance. Once the conveyance of common areas has occurred, the use of "Developer" in these Restrictions shall mean "Home Owners Association".
14. Common elements to include common area maintenance shall be the front entrance, including entrance signage and entrance landscaping, if installed, all open space detention ponds and any related catch basins, and the Common Area surrounding the detention pond and adjacent area.
15. By accepting a deed conveying a lot or lots in Westland Oaks, the lot owner is acknowledging joint responsibility for maintenance and repair of the common elements. An Owners' Association is established simultaneous to the development of this subdivision. This Association, to be known as Westland Oaks Home Owners' Association, is a non-profit organization, and as part of the conveyance process of the Home Owners' Association from Developer to Homeowners, shall elect a President, Secretary, and a Treasurer. Following the conveyance of the Home Owners Association from Developer to the Homeowners, the Association shall have at least one (1) meeting of the membership per year.
16. The Association's responsibilities shall include the maintenance and repair of the designated detention areas and any related catch basins, any landscape around said detention areas and related catch basins, the entrance sign and any signage landscape, if installed, and the common area surrounding the detention basin as shown on the Final Plat Map. The detention areas and catch basins shall be maintained in operable condition as designed. The Association may set maintenance fees to be assessed to each member of the Association upon the purchase of the home and every year thereafter. Initiation fees or Transfer Fees and pro-rated annual maintenance fees will be assessed to each

Buyer/Homeowner and collected upon the close of the sale of the property by the title company.

The Bylaws of Westland Oaks Home Owners Association shall be as follows:

BYLAWS OF THE WESTLAND OAKS HOME OWNERS ASSOCIATION

Section 1. "Association" shall mean and refer to Westland Oaks Home Owners Association.

Section 2. The common elements consist of the entrance sign and any entrance landscaping, if installed, sidewalks, the detention areas and any surrounding landscape, if installed, and any related catch basins, and the common area surrounding the detention basin, as shown on the Final Plat Map. All lot owners shall own an equal interest in any common areas as shown on the recorded map once title to said common areas has been deeded to the Home Owners Association as stated herein.

Section 3. Every person or entity who is the owner of a fee or undivided fee interest in any lot which is subject to the Covenants of Record and to assessment by the Association 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. In the event a lot is owned by more than one person, the co-owners shall designate the representative to the Home Owners Association.

Section 4. All members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner of a lot and shall become a lien upon the lot against which such assessments are made.

Section 5. The owner of any lot, by acceptance of the deed thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual, quarterly, or monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, shall be a continuing lien upon the lot against which each such assessment is made. Original Developer, his designated Contractors and/or Assignees shall not be subject to any dues or fees. The lien imposed by this section shall be inferior to any mortgage properly recorded at the time when the lien is assessed. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 6. The Association shall have one (1) class of voting membership. Each lot owner shall have one (1) vote in the Association. If, at Developer's sole discretion, Developer conveys the Home Owners Association to the Home Owners prior to subdivision completion, Developer shall maintain the majority vote, without being subject to annual dues or fees, until the last lot is sold.

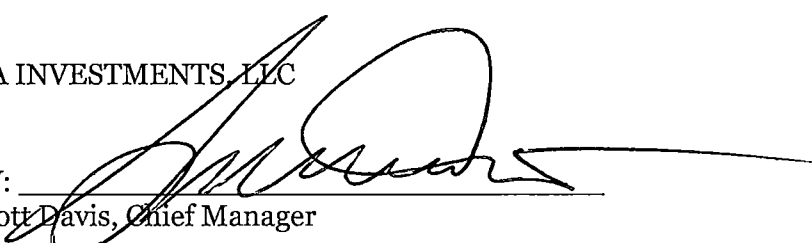
Section 7. Within thirty (30) days of Developer's notice to Homeowners of Developer's readiness for Association transfer to homeowners, Homeowners shall meet to elect a President, a Secretary, and a Treasurer. All officers shall be members of the Association. The officers shall be chosen by a majority vote of the members of the Association. All officers shall hold office at the pleasure of the Association. The President shall preside at all meetings of the Association. The Secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the Association.

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Section 8. Written notice of any meeting called for the purpose of taking any special assessment shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the members (or members' proxies entitled to cast votes) of sixty percent (60%) of all the membership shall constitute a quorum. If the required quorum is not present, another meeting shall 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. Subsequent meetings shall not be held more than sixty (60) days following the preceding meeting. Any such special assessment shall have the assent of 2/3 of the votes of the eligible members who are eligible to vote and are voting in person or by proxy at a meeting duly called for that purpose.

IN WITNESS THEREOF, the undersigned has executed this instrument on the 2nd day of December, 2022.

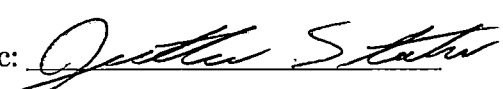
MESANA INVESTMENTS, LLC

BY: 
Scott Davis, Chief Manager

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, the undersigned Notary, personally appeared SCOTT DAVIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such a person to be the CHIEF MANAGER of MESANA INVESTMENTS, LLC, the within named bargainor, a limited liability company, and that such CHIEF MANAGER executed the foregoing instrument for the purpose therein contained, by personally signing the name of the LLC as CHIEF MANAGER.

Witness my hand and seal, at office in Knox County, this 2nd day of December, 2022.

Notary Public: 

My Commission Expires: June 27, 2023

