

This Instrument Prepared By:
Peter Sposato, HOA President
120 Lancaster Drive
Lenoir City, TN 37771

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF
ALLENBROOK SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

KNOW ALL PEOPLE BY THESE PRESENTS, that this declaration of Covenants and Restrictions made and entered into this **1st day of January 2023** by the **Allenbrook HOA President**.

WITNESSETH

WHEREAS Allenbrook Homeowners' Association (HOA) is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent open spaces, and other common facilities for the benefit of the said community; and

WHEREAS Allenbrook HOA desires to provide for preservation of the values in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all which is and are for the benefit of the said property and each owner thereof; and

WHEREAS Allenbrook HOA has incorporated under the laws of the State of Tennessee as a non-profit corporation ALLENBROOK SUBDIVISION HOMEOWNERS' ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Allenbrook HOA declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II, and such additions thereto as may hereafter be made pursuant to Article II, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration of any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Allenbrook Subdivision Homeowners Association, Inc.
- (b) "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Properties" shall mean and refer to those areas of land which the Allenbrook HOA will be responsible for all financial cost and maintaining for the useful benefit of the Allenbrook Members.
- (d) "Lot or Land" shall mean and refer to any plot of land shown upon any recorded subdivision plat, map, land or lots accessed through Allenbrook subdivision by county, city, or private roadways or entrances, except for Common Properties as heretofore defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for the use and occupancy as residence by a single family.
- (f) "Owner" shall mean and refer to the 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.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, who are residents of the subdivision.
- (h) "Traditional Architecture" shall be defined as residential architecture common in the United States and not typically referred to as contemporary.
- (i) "Director" shall mean and refer to a Director of or Member of the Board of Directors of Allenbrook Subdivision Homeowners Association, Inc.
- (j) "Board of Directors" shall mean and refer to the Board of Directors of Allenbrook Subdivision Homeowners Association, Inc.
- (k) "Allenbrook Subdivision Advisory Committee" Refer to Article XII.
- (l) "HOA" shall mean the Allenbrook Homeowners Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be subject to this Declaration is described in the original plot map.

Section 2. Additional units of Allenbrook Subdivision. Additional units of Allenbrook Subdivision shall be subject to this Declaration by recordation of additional declarations at the sole discretion of the Allenbrook Subdivision Homeowners Association.

Any such subsequent Declarations of Covenants and Restrictions once approve by the Board of Directors shall interlock all rights of members to the Association to the end that all rights resulting to members of the Homeowners Association shall be uniform as between all units of Allenbrook Subdivision.

ARTICLE III

MEMBERSHIP, BOARD OF DIRECTORS, AND

VOTING RIGHTS IN THE ASSOCIATION

Section 1. VOTING RIGHTS. Members as defined in Article I, paragraph (g) of this Document shall be entitled to one vote for each lot in which they hold interest required for membership. When more than one person owns one or more lot, then all persons shall be members, then the vote for any Lot(s) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If a member owns more than one lot and is resident of Allenbrook, then said member will have one vote for each lot owned. Lot owners but not a resident of Allenbrook shall not be entitled to any vote.

Section 2. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors elected annually by the membership as stated in the Association Bylaws.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBER'S EASEMENT OF ENJOYMENT. Subject to the provisions of Section 3, Every member shall have a right and easement of enjoyment in and to Allenbrook Common Properties and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. TITLE TO COMMON PROPERTIES. The Association shall retain the legal title to all Allenbrook Common Properties.

Section 3. EXTENT OF MEMBER'S EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(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.

(b) The right of the Association to dedicate or transfer all or any part of the Common Properties or areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Director and members of said Association provided however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by the Board of Directors at a duly constituted board meeting,

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION ASSESSMENTS. Each Owner of any Lot by acceptance of a deed therefor, whether or not shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments, dues, charges or changes thereof shall be as defined by a majority vote of the Board of Directors, and approved by the Membership as defined in Section 3 of Article V.

(2) Special Assessments for capital improvements may be occurred upon 51% vote by the Allenbrook HOA Members in accordance with Section 3 of Article V.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting security, health, safety, and/or welfare of the residents of the properties, and in particularly for the improvement, maintenance, and properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including but not limited to the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The assessments shall not be specifically limited to the Common Area but shall extend to and include the right for any Common area lighting, subdivision specific signage. The costs of the assessment levied shall be borne equally and prorated as to each lot without regard to ownership; it being the intent of this requirement to ensure safety, enjoyment, and beauty of the Subdivision.

Section 3. QUORUM FOR ANY AUTHORIZED ACTION BY THE HOA BOARD OF DIRECTORS. A meeting of the HOA Members shall be called by the Board of Directors for approval of any assessment due to proposal from actions based on changes as described in Section 4 or herein. The first meeting called to discuss and approve proposed change(s) and assessment shall require a quorum of fifty-one present (51%) of Members and/or proxies to approve such change. If the required quorum is not present, additional meetings may be called to discuss and approve the change(s) and assessment. The quorum for each subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting provided that no meeting shall be held more than sixty (60) days following the first meeting.

Section 4. EFFECT OF NON-PAYMENT OF ASSESSMENTS, THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN, REMEDIES OF ASSOCIATION.

(a). If the assessment(s) is/are not paid on the date specified by the Board of Directors either in a member meeting or by notification, then such assessment shall become delinquent and shall, together with such interest thereof, and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, their heirs, devisees, personal representatives and assigns. If the assessment personal obligation of the then Owner to pay such assessment shall remain their personal obligation for the statutory period and shall not pass to their successors in title unless expressly assumed by them.

(b) If the assessment is not paid within thirty (30) days after the delinquent date, the Board of Directors or their assignee shall contact the delinquent owner and advise them that they are delinquent and explain the action that will be initiated with possible fine as defined by the Board of Directors added to the delinquent payment. If the assessment is not paid within the second thirty (30) days, the delinquent owner will be advised that a fine has been added to the delinquent payment and both are now due. If the owner does not pay the delinquent assessment and fine within fifteen (15) days from the second notification, the Association may bring action at law against the delinquent owner personally and shall add to the amount of the assessment and fine, the cost of preparing and filing the complaint in such action, and in the event a judgement is obtained and shall include any court cost and attorney fees.

Section 5. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created therein:

(a) All properties to the extent or any easement or other interest therein dedicated and accepted by the local authority and devoted to public use.

(b) All Common Properties as defined in Article I, Section hereof.

(c) All properties exempted from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

(d) Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 6. MANAGEMENT. The Homeowners' Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations, or professional managers for the purpose of managing and maintaining the Common areas and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Homeowners' Association.

ARTICLE VI

TERM

These covenants and revisions are to take effect immediately upon its release date and shall be binding on all parties and all persons claiming under them forever unless changed by vote of the majority of the members; that it is agreed to change said covenants in whole or in part. Amendments may be attached to these covenants in way of notary public and then filed with the local government. Amendments may be added by vote of the majority of the Association Members that it is agreed to change the said covenants in whole or part. If the association members' vote does not equal fifty one percent or greater, then any and all amendments shall not be changed or added in the said covenants.

ARTICLE VII

ENFORCEMENT

If the parties herein or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association, or any Member as defined herein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation. Any and all violations of these covenants and restrictions may also be subject to fines by the Allenbrook HOA until corrected.

ARTICLE VIII

SEVERABILITY

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

ARTICLE IX

PROPERTY ADJOINING AND DIVISION OF LOTS

Any and all land/lots located within adjoining or accessed through Allenbrook Subdivision entrances located on Harrison Road shall follow Allenbrook Subdivision covenants and HOA restrictions. All Allenbrook lots or future subdivided lots may not be less than 0.41 acres or more than 1.0 acres in area. All lots must have a minimum of one hundred and thirty (130) feet wide of street curbing, and no less than one hundred and forty (140) feet deep from street curbing including utility and drainage easements. All corner lots must have two hundred and seventy (270) linear feet of street curbing in which one hundred and thirty-five (135) feet must be street facing measured to the center of street curbing corner. All lots must be a minimum of eighteen thousand (1,800) feet in area.

ARTICLE X

BUILDING LOCATION

Buildings, dwellings, or offset of said structures shall not be located within less than fifty (50) feet from any adjacent street curbing. All lot driveways must be a minimum of fifty (50) feet in length and no less than twenty-two (22) feet in width. Any and all new structures or additions to thereof shall follow the Lenoir City Planning Authority restrictions and guidelines.

ARTICLE XI

LOT LIMITATION AND ENTRANCES

Section 1. Not more than one (1) single family dwelling may be erected on any one (1) lot. Any and all property accessed, attached or developed within Allenbrook Subdivision streets and entrances shall be a part of Allenbrook Subdivision and shall follow Allenbrook covenants and HOA restrictions. Vacant subdivision lot/lots as of issue of these covenants located at the end of Portland Drive, Wingate Drive and Flora Drive shall have all three streets completed and connected before this area of vacant land is subdivided.

Section 2. Allenbrook Subdivision shall have only two subdivision entrances: Harrison Road and Willingham Drive; and Harrison Road and Wingate Drive. No other access roads, lot roads, or temporary subdivision roads into the Subdivision shall be allowed.

ARTICLE XII

ALLENBROOK SUBDIVISION ADVISORY COMMITTEE

Section 1. The Allenbrook Advisory Committee shall be composed of no less than three members or no more than six members. These members will be appointed by a majority vote of the Board of Directors. In the case of a tie vote for member appointment, the Allenbrook HOA president will have the tie breaking vote. A majority of the Committee may designate a representative to act for the committee. In the event of a death or resignation of any member, the Board of Directors shall have the exclusive authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed to this covenant. This committee and its representative shall serve as advisors to the Board only, and the final judgement of each advise, decision, or approval will be delivered to the party/parties seeking approval by the HOA President.

Section 2. No dwelling, dwelling addition, fencing, or outbuildings shall be permitted to be added, altered, erected, or constructed on any lot in Allenbrook Subdivision until plans, specifications, detailed drawings or manufacture's installation specifications of said additions or changes are submitted and approved in writing by the Allenbrook Advisory Committee as to quality of materials and workmanship, harmony of exterior design with existing subdivision dwellings, and as to location with respect to topography and finished grade level and elevation. These plans, specifications, and or drawings shall be submitted to the HOA Board of Directors and forwarded to the Advisory Committee for review and approval.

Section 3. The Advisory Committee shall meet in person, or in group-data form such E-mail, and reach a decision in total or in majority regarding the submittal. The committee or its designated representative shall submit to the HOA president within fourteen (14) days the committee approval, disapproval or approval with requested changes decision. Should a tie vote result from the Committee review, the HOA President shall possess the tie breaking vote. The HOA Board of Directors President shall submit in writing the approval, disapproval or approval with changes to the submitting person or party within twenty-one (21) days of the original submittal. Any and all such plans and specifications shall remain with the Advisory Committee until completion of construction or installation.

ARTICLE XIII

DWELLING RESTRICTIONS

No dwelling shall be erected, placed, altered or permitted to remain on any Lot unless approved by the Allenbrook Advisory Committee and such conforms to the following:

Section 1. Newly constructed dwellings shall have no less than sixty-two (62) feet of street facing. length.

Section 2. The minimum dwelling living area square footage requirements shall be 1,800 feet square for a one-story dwelling. The minimum dwelling living area for a two-story dwelling shall be 1,500 square feet for first floor and 1,200 square feet for second floor. These square foot area restrictions shall not include garages, porches, basements or any outside storage rooms.

Section 3. All windows and the related trim shall be of wood or aluminum construction as approved by the Advisory Committee.

Section 4. All 2 story dwellings shall have a minimum roof pitch of 8/12 and the one story dwellings shall have a minimum roof pitch of 9/12. All dwellings' roofs shall have asphalt shingles. Roofing color shall be of an earth-tone color or black. All metal roofing and other roofing materials are prohibited.

Section 5. All dwellings shall be of brick, or combination of brick and stone from the above-ground foundation up. A combination of brick and vinyl will be permitted only on roof dormers. All fireplace chimneys shall be of brick or stone construction matching the dwelling exterior.

Section 6. No dwelling attached brick or stone shall ever be painted, stained, or color washed (whitewashed) from the manufacture's produced color of the said brick or stone.

Section 7. All fireplace chimneys shall have brick or stone exterior, or other material specifically approved by the Advisory Committee on a case-by-case basis.

Section 8. All dwellings shall have a not less than a two (2) car attached garage. The garage shall be accessed from a subdivision street by a concrete driveway as specified in Article X.

Section 9. Exterior Heating and/or Air conditioning systems shall be located on the side of the dwelling no less than 15 feet from the front of the said dwelling, or in the rear of the dwelling.

Section 10. All newly constructed homes shall be street facing with a two-car garage. Newly constructed homes shall be located no less than fifty (50) feet from the furthest off-set of the said structure.

Section 11. Detached garages or storage buildings cannot equal more than twelve hundred (1,200) square feet. Any garage or storage building equaling more than two hundred and forty (240) square feet must have a permanent foundation and must match the home exterior. All storage sheds/buildings must have a gabled roof. All detached garages and storage sheds must have asphalt shingles. All metal roofing and other roofing materials are prohibited

Section 12. Any and all final agreed upon blueprints/plans, or any form thereof must have a signed letter of intent. This signed letter of intent will be signed a by the owner, builder and the Allenbrook HOA President.

ARTICLE XIV

POOLS

Section 1. Above ground pools. All above ground pools installed must be located either in the rear of the dwelling, or on the side no less than fifteen (15) feet from the front and located within a fence of a minimum height of four (4) feet in height. Lenoir City pool restrictions and laws shall be adhered.

Section 2. Inground pools. In ground pools must be located in the rear or on the side no less than fifteen (15) feet from the front of the dwelling and within a fence of a minimum height of four (4) feet in height. Lenoir City pool restrictions and laws shall be adhered.

ARTICLE XV

MISCELLANEOUS RESTRICTIONS

Section 1. Mailboxes shall be enclosed in a brick or stone structure matching the front of the dwelling and consistent with the overall character and appearance of the neighborhood and shall be consistent with existing mailboxes in the neighborhood.

Section 2. No outside radio transmission towers, receiving antennas or television antennas may be installed on or by the dwelling. Small TV satellite dishes (2 feet by 2 feet roughly in size) shall be allowed but shall be installed either on the side or rear of the dwelling walls or roof. Deviations from this restriction may be allowed upon review and approval on a case-by-case basis of the Advisory Committee.

Section 3. No one shall be permitted to store or park house trailers on or about the said residence. Campers (RV's), pleasure or fishing boats, utility trailers or other similar type of vehicles may be stored or parked inside a garage or behind a privacy fence no less than six feet in height. No automobiles which are inoperable or being stored shall be parked, kept, or maintained on the street, driveway or lawn on any lot visible from the street. When parking on the street, be respectful and allow space on the street to allow access for emergency vehicles such as fire trucks. No heavy equipment such as tractor backhoes, tractors rubber tired or tracked, dump trucks, excavators, etc., shall be stored on any subdivision lot.

Section 4. Builders and contractors will be responsible for providing silt control devices on each lot during construction activities. Builders and contractors shall also be responsible for any street cleanup due to silt, soil or mud accumulation during all phases of construction. Owners or builders must store any and all building materials and/or dumpsters on said lot or lots during new construction or home improvements. Never at any time shall the said building materials or waste containers be located on any street or curb.

Section 5. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, 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 or placed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items. Exception to this restriction due to an emergency may be made by the Board of Directors on a case-by-case basis.

ARTICLE XVI

BUSINESSES

No retail business shall be allowed in Allenbrook subdivision.

ARTICLE XVII

TEMPORARY RESIDENCES

No trailer, basement, tent, shack, garage, barn, portable building or other outbuilding erected on the Lot or tract 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. Exception to this restriction due to an emergency may be made by the Board of Directors on a case-by-case basis.

ARTICLE XVIII

EASEMENTS

Easements and other restrictions in conformity with the recorded plat of Allenbrook Subdivision are expressly reserved for the overall development and maintenance of the Subdivision and no easements, rights of way or access shall be deemed granted or given to any person or entity over, across, upon or through any lot in Allenbrook Subdivision unless prior written approval and permission is granted by the HOA Board of Directors. No other entrances to the subdivision shall be allowed in addition to the two listed in Article XI, Section 2.

ARTICLE XIX

COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any vacant 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, 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 and not longer than the specified construction duration made in the submission for approve by the Advisory Committee in Article X preamble. No person shall place on any lot in the Subdivision refuse, stumps, non-decorative stones or rocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Association to correct said condition within two (2) weeks from the date of notification and if said condition is not corrected, the Association shall have the right to injunctive relief against the affected lot, owner or agents thereof and to make all necessary corrections and the expense of the lot owner or agents.

ARTICLE XX

SIGNS

Section 1. Real estate signs advertising property sale or rent are allowed providing the sign is not larger than 3 feet by 3 feet in size. Signs shall be removed upon closure, sale or rental execution.

Section 2. No political sign greater than 3 feet by 3 feet shall be allowed.

Section 3. Service or maintenance signs shall be limited to no more than the size of a Real Estate sign described in above paragraph and shall be removed within two (2) weeks after completion of said service or maintenance.

ARTICLE XXI

LIVESTOCK, PETS AND POULTRY

No outdoor animals, livestock, poultry or fowl of any kind except dogs and cats shall be raised, bred, or kept on any lot at any time. Dogs and cats (pets) are permitted provided they are not kept, bred or maintained for any commercial purpose. When these pets are walked in the Subdivision, the owners or handlers shall pickup or remove excretion deposited by these pets and dispose of in a sanitary manner.

ARTICLE XXII

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for trash or rubbish. Garbage waste shall be kept in a covered container either in the garage or at the side of the dwelling. The garbage waste shall be moved to curbside for weekly sanitary pickup. This garbage may be transferred to the approved Loudon County refuse facility by the owner or their assignee but shall be stored as specified herein. Trash such as leaves, tree limbs, vegetation cuttings, clippings or other such trash shall be stacked neatly at the street curbside for pickup by the city, or for immediate removal by the Owner. Said trash must not be left on or near the lot for more than one city pickup cycle, or more than one week if removed by owner.

ARTICLE XXIII

FENCES, WALLS AND LANDSCAPING

All fences and walls must be approved by the Allenbrook Advisory Committee. Owners planning to install fences and walls shall submit to the Advisory Board a plan of the type of installation

including materials to be used and location of installation. The restriction for these additions is as follows:

Section 1. Fences. Any and all new proposed fencing will be required to have vertical slats facing outwards. All fence framing must be erected on the inside of the fence and not visible from any road or neighboring properties. All vertical fence slats cannot be more than four inches apart when erected. If wider slat spacing is desired, vertical slats of equal spacing or larger shall be placed staggered on the opposite side (interior) of the said fence to void outside slat openings. All newly erected fencing shall be made of either wood, vinyl, steel, aluminum, or composite. All wrought iron style fences are permitted. Any and all fencing shall be regularly maintained by fixing, replacing, or painting/staining any broken or rotting slats, framing, or doors. All fences must be maintained and kept to a neat appearance and free of mold and mildew. Any and all fences not listed may be submitted to the Allenbrook advisory committee for review. Any and all fencing may not be placed beyond the furthest front corner of any dwelling. Any and all fences erected before the filing date of this covenants shall be grandfathered in. If any of the said grandfathered fences are to be removed and replaced, the replacement fencing will be considered as new fencing and subject to the above restrictions including approval by the Allenbrook Advisory Committee.

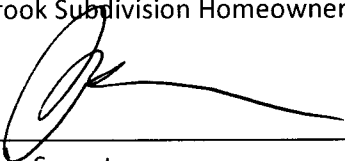
Section 2. Walls. Any and all retaining walls shall be installed with a solid concrete foundation no less than twelve inches wide and eight inches deep. All stone and brick veneer retaining walls shall be a solid poured concrete wall or concrete masonry unit (CMU) with the voids poured solid with concrete from the footings or foundations to the top. Retaining wall dry stack block must be filled from the footer to the last top void block. All retaining walls must have minimum four-inch footer drainage pipes no less than four inches in diameter located at every four feet from said wall(s) footings. Retaining walls shall never be painted.

Section 3. Landscaping. Any and all types of landscaping such as flowers, shrubs, landscaping ground cover, trees etc. is strongly encouraged anywhere on any and all lots with or without dwellings. Lots with dwellings shall be maintained in a neat attractive manner. Lawn grass clippings from mowing shall be removed from the street after each mowing. All landscaping, shrubs and trees shall be maintained to a neat appearance.

Section 4. Vegetable and Herb Gardens. Any vegetable or herb garden desired shall be at the rear of the Lot behind the dwelling or at the rear of the dwelling side at a minimum of fifteen (15) feet from dwelling front.

Dated this 21 day of December, 2022.

Allenbrook Subdivision Homeowners' Association, Inc.



By: Peter Sposato
Its: President

STATE OF TENNESSEE
COUNTY OF Knox

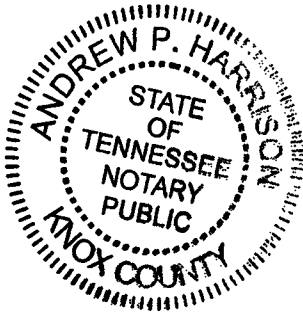
Personally appeared before me, the undersigned authority, a Notary Public, Peter Sposato, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged such person to be the President of Allenbrook Subdivision Homeowners' Association, Inc., a Tennessee non-profit corporation, the within named bargainor, and as such President, being authorized to do so, executed the within instrument for the purposes therein contained by signing as the President.


Witness my hand and official seal this the 21 day of December 2022.



Notary Public

My Commission Expires: 9/5/2025





BK/PG: T1631/918-930
22014445

13 PGS:AL-AMENDED RESTRICTIONS	
CARRIE BATCH: 187321	
12/28/2022 - 03:20:00 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	65.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	67.00

STATE OF TENNESSEE, LOUDON COUNTY
TAMMY GALLAHER
REGISTER OF DEEDS