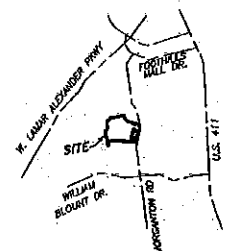


BLOUNT COUNTY &  
CITY OF MARYVILLE  
WDB 498 PG 868

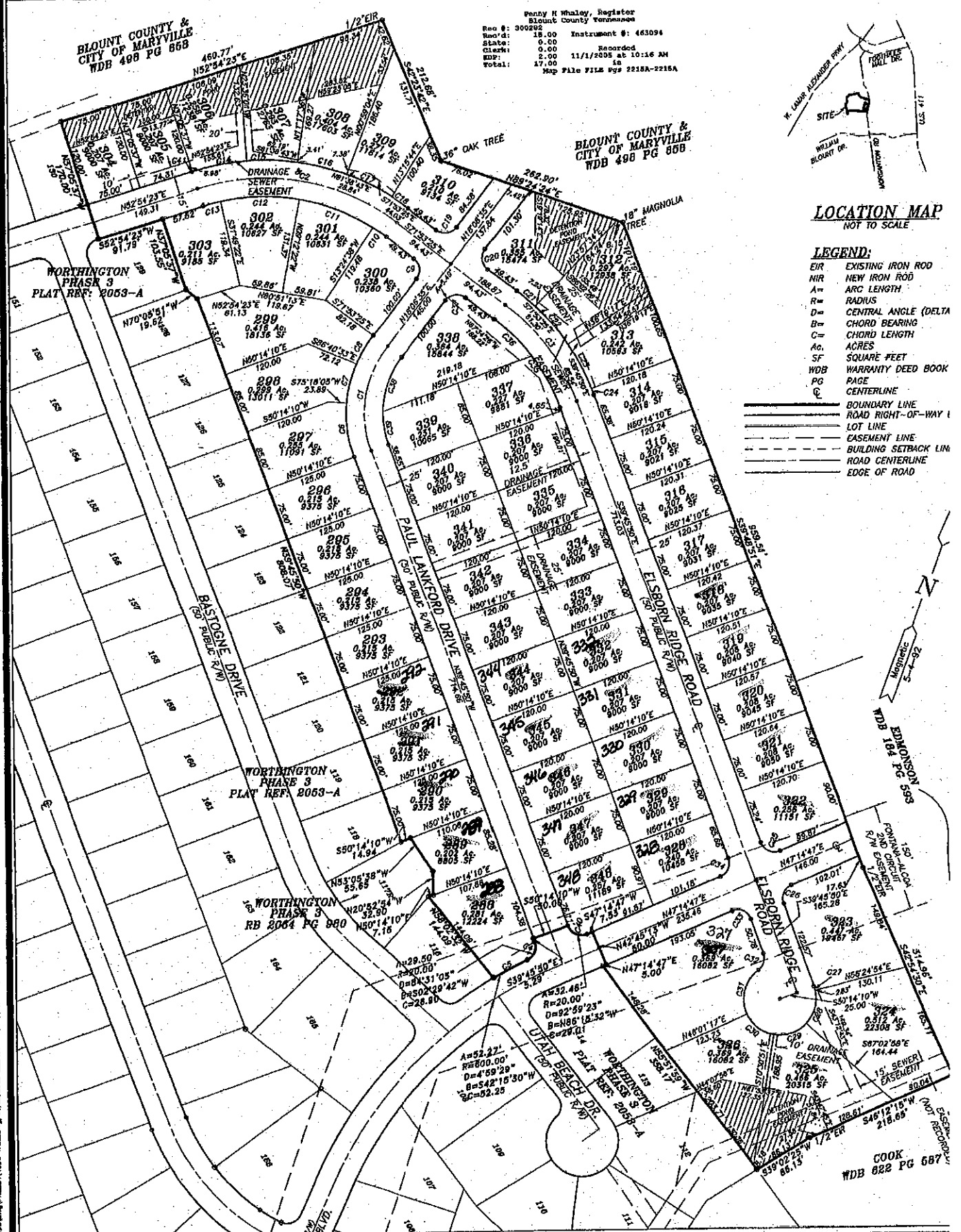
Penny H. Whaley, Register  
Blount County Tennessee  
Rec #: 300292  
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Area: 18.00  
Date: 11/1/2005 at 10:16 AM  
Scale: 0.00  
EOP: 17.00  
Total: Map File FILE Pgs 2215A-2216A



**LOCATION MAP**  
NOT TO SCALE

**LEGEND:**

- EIR EXISTING IRON ROD
- NIR NEW IRON ROD
- A= ARC LENGTH
- R= RADIUS
- D= CENTRAL ANGLE (DELTA)
- B= CHORD BEARING
- C= CHORD LENGTH
- Ac ACRES
- SF SQUARE FEET
- WDB WARRANTY DEED BOOK
- PG PAGE
- CL CENTERLINE
- BOUNDARY LINE
- ROAD RIGHT-OF-WAY I
- LOT LINE
- EASEMENT LINE
- BUILDING SETBACK LIN
- ROAD CENTERLINE
- EDGE OF ROAD



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Blount County, Tennessee  
 Recorder's Office, Register  
 Rec # 292305  
 Rec'd 25.00 Instrument # 449696  
 State 0.00  
 Clerk 0.00 Recorded  
 EDP 2.00 6/30/2005 at 8:05 AM  
 Total 27.00 in  
 Record Book 2063 Pgs 2721-2723  
 This instrument was prepared by  
 Robert N. Goddard  
 101 W. Broadway # 208  
 Maryville, Tennessee 37601

**DECLARATION OF RESTRICTIONS APPLICABLE  
 TO LOTS 171 THRU 176, AND LOTS 182 THRU 213,  
 WORTHINGTON SUBDIVISION, PHASE IV**

WHEREAS, the undersigned, WORTHINGTON, LLC, a Tennessee Limited Liability Company (Developers) is the owner of Lots 171 thru 176, and Lots 182 thru 213, of Worthington Subdivision, Phase IV, and as shown on plat of record in Map File 2168B in the Register's Office for Blount County, Tennessee, do hereby submit said property to the following DECLARATION OF RESTRICTIONS to run with the land:

1. **TERM:** These covenants are to take effect immediately upon recordation and shall be binding upon the Developers and all persons, entities claiming title under and through them until February 15, 2020, at which time the covenants shall be automatically extended for successive periods of ten (10) years each unless a majority of the then owners of the lots agree in writing, such writing being placed of record in the Register's Office for Blount County, Tennessee, to alter, amend or terminate the covenants in whole or in part.
2. **LAND USE:** All lots shall be used for single family residential purposes only and exclusively, and NO duplexes, multiple family or group homes are allowed. No lot or any building erected thereon shall at any time be used for the purpose of any trade, business, professional, commercial enterprises or enterprise of any kind for profit.
3. **BUILDING TYPE:** As follows; (a) All structures shall be constructed on solid, non-combustible foundations, except porches and decks may be on isolated piers. All building material shall be equal to or exceed FHA Standards. Roofing must have a 7/12 pitch or steeper. (b) ONE out building of a design and construction similar to that of the main residence shall be permitted if it consists of the same construction quality as hereinafter set forth, as said main residence. (c) All driveways shall be paved with concrete, asphalt or brick. (d) No underground or sod covered houses are allowed. (e) All on lot utility lines must be underground. (f) Chain-link, metal and wire fence are prohibited. (g) All construction plans and exterior materials for the residence, outbuildings, mailbox post, exterior material selections, fences and any other construction plans shall be approved by the Architectural Review Committee prior to the start of construction. (h) All front yards to be sodded and an approved landscape package shall be approved by the Architectural Review Committee prior to occupancy of the residence.
4. **SETBACK:** No structures shall be located nearer to any street property lines than as provided on recorded plat.
5. **TEMPORARY STRUCTURES:** No structure of temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently, provided, however, that this shall not apply for the shelters used by the contractors during the construction of the main building, it being clearly understood that these latter temporary shelters may not be used at any time as residences or be permitted to remain on the lot after the completion of construction.
6. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.
7. **ANIMALS:** Except as provided herein, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and domestic household pets, not exceeding three (3) per lot, may be kept provided that they are not kept, bred or maintained for any commercial purposes.
8. **WASTE AND UNSIGHTLINESS:** (a) No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in

sanitary containers and except during pickup if required to be placed at the curb, all containers shall be kept at the rear of all dwellings, out of sight from the street. There shall be no burning of trash or any other waste materials. (b) All lots must be seeded or sodded with grass. All vacant lots shall be mowed a minimum of three (3) times during the growing season, and not exceed 12 inches in height at any time. Each lot owner shall keep their lot free of tall grass, dead trees, weeds, trash or any rubbish.

9. **FUEL TANKS:** No fuel tanks or similar storage receptacle may be exposed to view and may be installed only within the building, buried under the ground, or hidden totally secured from view by a privacy fence.

10. **INOPERATIVE VEHICLES/PARKED VEHICLES:** (a) No inoperative cars, trucks, trailers, campers or other type of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, this provision shall not apply to any such vehicle being kept in an enclosed garage. (b) Boats, campers and motor homes must be stored behind the rear plane of the house. (c) There shall be NO on street parking allowed.

11. **CONSTRUCTION:** All construction shall be continuous, on site and must be completed within one year of initiation. No person may occupy an unfinished structure, nor shall any house or building be left unfinished for any extended length of time.

12. **EASEMENTS:** Easements of five (5) feet in width are reserved along all interior lot lines and ten (10) feet on all exterior lot lines and street rights of way for the installation and maintenance of utilities and for drainage, provided, however, in cases where one (1) person owns two and/or more adjacent lots, said easements will not be reserved along interior lines.

13. **SIGNS:** No business or commercial signs are allowed on any lot other than signs advertising premises for rent or for sale, and may not contain surface area greater than five (5) square feet.

14. **ROADS:** All roads to be dedicated to the City of Maryville and will be maintained by the City of Maryville. During the phase of construction, at NO time shall any contractor or his operator expose the surface of the road to tract machines or any other type of equipment which causes surface damage. Any and all road damage will be the responsibility of the LAND OWNER for which the contractor is working.

15. **TELEVISION ANTENNAS, SATELLITE DISHES.** All television and short wave antennas as well as satellite dishes are prohibited in locations where they are visible from any street. Satellite dishes shall not exceed thirty (30) inches in height or diameter and shall not be mounted on front of dwelling or in front yard. Antennas must be installed in attic of structure.

16. **PROPERTY OWNERS ASSOCIATION.** By accepting a deed conveying a lot or lots in Lots 171 thru 176, and Lots 182 thru 213, Worthington Subdivision, Phase IV, the lot owner is acknowledging joint responsibility for the maintenance and repair of the common elements. An Owners Association is established simultaneously to the development of this subdivision. This Association is a not-for-profit organization with a President and Secretary/Treasurer. The Association shall have at least one (1) meeting of the membership per year. The Association's responsibilities shall include the maintenance and repair of the drainage and utility easements reserved on the plat hereinabove referred to. The drainage and utility easement reserved shall be maintained in operable condition as designated. The Association may periodically set maintenance fees to be assessed to each member of the Association. Further the Association is empowered to collect these fees and to pursue any legal rights for non-payment of the fees including the filing of a lien against any lot. The by-laws of the Property Owners Association shall be as follows:

**BY-LAWS**  
**OF**  
**LOTS 171 THRU 176, AND LOTS 182 THRU 213,**  
**WORTHINGTON SUBDIVISION, PHASE IV**  
**PROPERTY OWNERS ASSOCIATION**

Section 1. "Association" shall mean and refer to Lots 171 thru 176, and Lots 182 thru 213, Worthington Subdivision, Phase IV, Homeowners Association, a non-profit organization.

Section 2. The common elements shall consist of the drainage easements as shown by Map File 2168B and any common elements hereafter planned by Developers.

Section 3. Every person or entity who is the owner of a fee or undivided fee interest in any lot which is subject to covenants of record 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 a security for the performance of an obligation shall not be a member. In the event that a lot is owned by one or more persons, the co-owners shall designate the representative to the Property Owners Association.

Section 4. All members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments 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 therefore, whether or not it 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, 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. The annual, quarterly, or monthly assessments and special assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. The lien imposed by this section shall be inferior to any mortgage properly recorded at the time when the lien is created. Each such assessment, together with such interest thereon and cost of collection thereof as hereinabove 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.

Section 7. The officers of the Association shall be 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. 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 shall disburse such funds as directed by the Association.

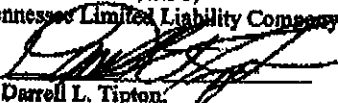
17. **ARCHITECTURAL REVIEW APPROVAL.** Any proposed construction of any dwelling shall be prohibited unless the plans of said proposed dwelling shall be submitted to an Architectural Review Committee for review and approval. This Committee hereinafter defined, shall be directed by the overall purposes, specifications and restrictions imposed herein, applicable state and local agencies, and taking into consideration the topography of each lot and the adaptability of the proposed structure for said lot.

18. **ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee shall be composed of the three (3) persons who shall be appointed by the Developers. The Developers shall serve as the initial Committee until such time as the Developers appoint other individuals to comprise said Committee. Approval for variance from the terms of the covenants stated herein will not be unreasonably withheld. However, the Architectural Review Committee shall have full power and authority to deny permission for construction of any dwelling that in its opinion does not meet the requirements and/or accomplish the purposes which were intended by these restrictions, including, but not limited to aesthetic appeal and uniformity of construction in the surrounding lots in the subdivision.

19. **RESTRICTIONS NOT APPLICABLE.** These restrictions shall not apply to any remaining lands of the development owned by Worthington, LLC.

20. **ENFORCEMENT:** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. It is expressly understood and agreed that all cost, including reasonable attorney's fees, incurred by any moving party in any legal proceeding which shall result in a successful enforcement of any covenant or restriction contained in this document shall be borne in full by the defendant in such proceedings.

IN WITNESS WHEREOF, we have set our hands and seals on this 29 day of JUNE, 2005.

WORTHINGTON, LLC,  
a Tennessee Limited Liability Company  
By:   
Darrell L. Tipton,  
Chief Manager

STATE OF TENNESSEE )  
 ) SS  
COUNTY OF BLOUNT )

Before me, the undersigned authority, a Notary Public in and of said State and County aforesaid, personally appeared Darrell L. Tipton, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of WORTHINGTON, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal at office this the 29 day of July, 2005.

My commission expires:  
Jan. 16, 2006

Betsy M. Erickson  
NOTARY PUBLIC

