

WORTHINGTON SPRINGS
DECLARATION OF COVENANTS AND RESTRICTIONS
BLED SOE COUNTY, TENNESSEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, **TIMOTHY L. BURKS** and wife, **CHRISTINE M. BURKS**, hereinafter referred to as "Developer", are the Developers of the lands hereinafter described in Article II of this Declaration; and,

WHEREAS, Developer is developing lands described in Deed Book 171, Page 73, and Deed Book 117, Page 40, Register's Office, Bledsoe County, Tennessee, as part of a common master plan of development to create thereon a residential and commercial community; and,

WHEREAS, Developer desires to place certain covenants and restrictions on said property to insure the use of the property for attractive residential and commercial purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and thereby to secure to each lot owner the full benefit and enjoyment of his lot, with no greater restriction of the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners; and,

NOW THEREFORE, the Developer declares that, except as otherwise provided herein, the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied, subject at all times to the covenants, restrictions, easements, and liens (collectively referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. The following words, when used in the Declaration of any supplement hereto, or upon the plat of any properties described in Article II shall have the following meanings:

(A) "Property" or "Properties" shall mean and include all properties that are subject to this Declaration as provided in Article II.

(B) "Lot" shall be the numbered lots in the numbered blocks as shown on the recorded subdivision plat of the Properties.

(C) "Owner" shall mean and refer to the record owner of a Parcel of Land, including the Developer, or other record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the Properties.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:

Section 1. Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration except where otherwise provided, is situated in Bledsoe County, Tennessee, and specifically described as follows:

PHASE 1, LOTS 1-13, as per Plat filed for record in Plat Book 1, Page 174, Register's Office, Bledsoe County, Tennessee, to which reference is hereby made.

Section 2: Severability is to Each Property. Notwithstanding any provision contained herein, if any Lot or Lots or Parcels of land described in this Article II shall for any reason fail to be validly bound by the terms of this agreement, such failure as to

such Lot, Lots or Parcels shall in no way prevent or limit the effectiveness of this agreement with respect to all other properties that are properly included hereunder.

ARTICLE III UTILITY EASEMENTS

Section 1. **Reservations of Utility Easements.** Developer hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the grounds as hereinafter designated of the Properties to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines, and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage, cable TV, and other conveniences or utilities on, in, over and under a 10 foot strip at the front, sides, and back of each lot of the Properties. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to in this Section or any such privileges, easements, and right reserved on any plat of the Properties. The owners, other than the Developer, of the lot or lots subject to the privileges, rights, and easements referred to herein shall acquire no right, title, or interest in or to any poles, wires, cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of the Properties, are and shall remain private easements and the sole and exclusive property of the Developer. This utility easement is reserved for possible future utilities but the Developer is not obligated to provide the utilities.

ARTICLE IV RESERVED PROPERTIES

Section 1. **Real properties Designated as "Reserved Properties"** are reserved from Declaration and Plats. Any area upon a plat covered by this Declaration or any Supplement Declaration designates as "Reserved Properties", shall remain the privately owned and the sole and exclusive property of the Developer, and neither this Declaration, any Supplemental Declarations nor the plats in connection with same shall apply to such "Reserved Properties" unless at a later time same shall be included under the provisions of the Declaration or a Supplemental Declaration as provided in Article II.

ARTICLE V GENERAL PROVISIONS

Section 1. **Duration.** All provisions, covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 1 year from the date these Covenants and Restrictions are recorded, after which time said covenants and restrictions shall automatically be extended indefinitely until an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided written notice of the proposed agreement is sent to every owner at least 30 days in advance of any final action.

Section 2. **Notices.** Any notice given or required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly set when deposited in the United States Mail with postage paid, addressed to the last known address of the person who appears as Owner on the County Tax records at the time of such mailing.

Section 3. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating

or attempting to violate any covenant or restrictions, either to restrain violation, to enforce specific performance, or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Cost of Enforcement. In any action at law of equity brought to enforce the provisions of these covenants and restrictions, the violating or non-complying party shall be liable for all costs incidental thereto, including the reasonable attorney fees of the enforcing party.

Section 5. Assignability. All provisions of these Covenants and Restrictions shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. Developer may assign or convey all or any part of its rights, privileges, or obligations hereunder at any time, but such assignment or conveyance shall bind and the Assignee to the obligations of the Developer herein.

Section 6. Severability. Invalidation of any provisions, covenant or restriction contained herein shall not invalidate any other provision and they shall remain in full force and effect if the general purpose of these covenants and restrictions can be maintained.

ARTICLE VI RESTRICTIONS

Section 1. Residence. The minimum size of a home allowed is 1200 square feet of heated, finished areas, not counting decks, garages, and unfinished basement areas. All homes shall include a minimum two car garage. No mobile homes are allowed. No modular homes are allowed. All homes built on these properties shall be neat and attractive and shall not detract from the beauty of the properties.

Section 2. Driveways. All driveways are to be paved or concreted at the time of occupancy.

Section 3. Minimum Setbacks.

(A) No building shall be placed closer than 40 feet from the edge of any street right of way, except where such restrictions create an undue hardship upon the owner, the owner may obtain a waiver from the developer, so as to alleviate the hardship.

(B) No building shall be placed closer than 10 feet from any side or back lot line, except where such restriction creates an undue hardship upon the owner, the owner may obtain a waiver from the developer, so as to alleviate the hardship.

Section 4. Time for Completion of Buildings. Any Single Family Detached structure, garage, or outbuildings, permitted shall be completely finished within one (1) year of the date of the start of construction.

Section 5. No residential buildings other than (1) detached single family dwellings, not to exceed two and one-half (2 1/2) stories in height, and private garages for the occupants' vehicles, and other outbuildings incidental to the residential use of the lot shall be erected, altered, placed or permitted to remain on any lot.

Section 6. Re-subdivision. No lot shall be subdivided.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 8. Livestock, Poultry and Pets. There shall be no hogs or chickens allowed. Horses, cattle, and other livestock may be kept on a limited basis

behind the home provided they are well fenced and do not detract from the beauty of the properties and provided they are not raised for commercial purposes. Dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.

Section 9. Storage of wrecked, junked or disabled automobiles, equipment, or machinery is not allowed on the lots. No major maintenance work such as overhauling or major repair work on automobiles, engines, or machinery of any type is allowed except inside an enclosed garage or an outbuilding.

Section 10. Maintenance of fields on vacant lots. There is no obligation of a vacant Lot Owner to mow or do any maintenance work on the cleared portion of a vacant lot in the owner does not plow, scar, scrape, or do any work on the lot that would detract from the appearance of the lot. A vacant Lot Owner may let the cleared portion of his lot grow up and "Go back to Nature". If the Owner elects to mow a vacant lot, he is required to mow it at a minimum of four times per year and more if necessary to keep it trim.

Section 11. Maintenance of Lawns and Fields on Lots with Homes. All lawns around homes shall be mowed, trimmed and maintained in a neat manner. All open fields on lots with homes shall be maintained similar to the maintenance requirements in Section 10.

Section 12. Fences. Good looking, decorative fences, such as a neat split rail fence, are encouraged. A strong, sturdy, good looking farm type fence with big corner post and big neat braces with pressure treated or crisso post and braces is acceptable in the rear of the home.

Section 13. All strictly business and commercial activity is prohibited upon these lots. However; if a homeowner desires to use his or her dwelling for minor and/or incidental business activity he shall submit his or her proposed activity to the Developer for a ruling. The main factor the Developer will consider is whether the activity would be an inconvenience or annoyance to present or future neighboring residents.

Section 14. These lots may not be used for extensive truck farming or row cropping. The owner may maintain a garden if the owner will keep the garden neat and attractive.

Section 15. Outbuildings. Outbuildings or accessory buildings, such as garages, small storage buildings, barns, shall be permitted on lots upon which a Single Family Detached Structure has been constructed or is under construction; provided the building and/or buildings are not occupied as rental units and provided these outbuildings are constructed and maintained in a neat and attractive way that will not detract from the beauty of the properties.

Section 16. Signs. All signs are prohibited on these lots except:

- (A) Signs erected for identification of streets, traffic control and directional purposes;
- (B) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;
- (C) Signs erected by Developer in connection with its sales program.

Section 17. Nuisances. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of the Properties.

Section 18. Garbage and Refuse Disposal. Trash, garbage, or other waste shall be kept in a clean and sanitary condition, and disposition of same shall be prompt.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this the 15th day of December, 2000.

[Signature]
TIMOTHY L. BURKS

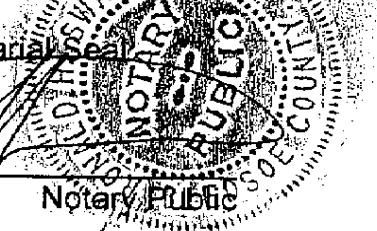
[Signature]
CHRISTINE M. BURKS

STATE OF TENNESSEE)

COUNTY OF BLEDSOE)

On this the 15 day of December, 2000, before me personally appeared TIMOTHY L. BURKS and wife, CHRISTINE M. BURKS, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal

[Signature]

Notary Public

My Commission Expires: October 22, 2003

Prepared by:
Swafford & Swafford Attorneys
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Pikeville, TN 37367
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STATE OF TENNESSEE, BLEDSOE COUNTY

The foregoing instrument and certificate were noted in Note Book M, Page 265, at 1:20 o'clock P M. Dec. 15, 2000 and recorded in Deed Book 172, Page 508, State Tax paid \$ -0-, DPF \$ 2.00

Fee \$ 1.00 Recording Fee \$ 20.00 Total \$ 22.00 Receipt No. 73235

[Signature]
Register of Deeds