

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

This Instrument Prepared By:
ROB GRATIGNY
ATTORNEY AT LAW
243 North Peters Road
Knoxville, Tennessee 37923

THESE RESTRICTIONS ARE RE-RECORDED
FOR THE SOLE PURPOSE OF ATTACHING
THE APPENDICES HERETO.

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LEXI LANDING

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and entered into this the 10th day of November, 2003, by WORLEY BUILDERS, INC. (hereinafter referred to as "Developer").

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to develop thereon a residential community with a common area for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and the common area, and to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made (as provided for in Article II) 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.

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

Any definitions herein provided and except where it is clearly evidenced from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, and Supplemental Declaration, any recorded plat of the lands covered hereby, and any other documents related to the properties.

(a) "Declaration" means this instrument as extended or supplemented from time to time in then manner herein provided.

(b) "Developer" means Worley Builders, Inc., its successors and assigns.

(c) "The Properties" and "Properties" shall and refer to the real property, and additions thereto, subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(d) "Association" shall mean the Lexi Landing Homeowner's Association, Inc.

(e) "Common Property" and "Common Properties" shall mean and refer to any property owned by the Developer and those areas of land which the Developer may hereafter convey and transfer to the Owners of The Properties for their common use and enjoyment.

Instr: 200403050000063 Page: 1 OF 17
REC'D FOR REC 03/05/2004 11:33:29AM
RECORD FEE: \$87.00
M. TAX: \$0.00 T. TAX: \$0.00

Instr: 200312020058171 Page: 1 OF 11
REC'D FOR REC 12/02/2003 12:54:17PM
RECORD FEE: \$57.00
M. TAX: \$0.00 T. TAX: \$0.00

(f) "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Properties with the exception of the Common Properties as heretofore defined.

(g) "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat of The Properties or as may be provided for in, or by this Declaration or any Supplemental Declaration.

(h) "Assessment" means such amounts as are required by the Developer for payment of the expenses of managing and maintaining the Common Property and levied against the Owners by the Developer in accordance herewith.

(i) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated within The Properties but shall not mean or refer to any mortgagee or secured creditor unless and until such mortgagee or secured creditor has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS THERETO

Section 1. Existing Property. The existing real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Knox County, Tennessee and Anderson County, Tennessee, and is more particularly described on the plats of record as Instrument #200311060051276 in the Register's Office for Knox County, Tennessee and in Plat Cabinet _____, Slide _____ in the Register's Office for Anderson County, Tennessee.

Section 2. Additions to Existing Property.

(a) The Developer, in its sole and absolute discretion, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development.

(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the Owners, including the Developer, in such additions shall immediately be entitled to all privileges herein provided.

(c) Such Supplemental Declarations, if any, may contain such additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, or the added properties. Except as provided or permitted herein, such Supplemental Declarations shall not revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any Supplemental Declaration with respect to the then existing property.

Section 3. Limitation on Additions. No one other than the Developer shall have the right to subject additional lands to this Declaration unless the Developer shall indicate in writing to the Association that such additional lands shall or may be included hereunder.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENT

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

Except as otherwise provided herein, each owner of any Lot within the Properties by acceptance of a 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 Developer:

(1) Annual Assessments or charges; and

(2) An initiation fee of \$25.00 at the time of the purchase of the Lot; provided however, that the initiation fee shall be due only from the person or entity who first purchases the Lot for use as a personal residence. The \$25.00 initiation fee is a permanent amount and cannot be raised or lowered, notwithstanding anything to the contrary contained herein; and

(3) Special Assessments for capital improvements; such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with the interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property together with such interest thereon and costs of collection thereof as hereinafter provided, and shall also be a personal obligation of the person who was the Owner of the property at the time the Assessment becomes payable.

Section 2. Purpose of Assessment.

The Assessments levied by the Developer shall be used exclusively for the improvement and maintenance of the Common Property.

Section 3. Annual Assessments.

The Developer shall have the right to determine and set the Annual Assessment. The Assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Developer for the first year. From and after the expiration of the first year, the Assessment may be adjusted upward or downward as herein provided.

Because the Developer will incur the initial costs of installing the improvements on the Common Property and incur cost of the initial maintenance costs relate thereto, the Developer shall not be required to pay any Annual or Special Assessments required hereunder on Lots it owns.

Section 4. Date of Commencement of Annual Assessments.

Annual Assessments shall be due and payable on July 1, 2004 and on July 1 of each succeeding year. After July 1, 2004, the Assessment for the current year shall be a pro-rata part of the Annual Assessment and shall be due on the first day of the month following the day a person or entity becomes a lot owner.

It shall be the duty of the Developer and/or the Association to notify each Owner of any change in the Annual Assessment or any Special Assessment and the due date of such Assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such Owner.

Section 5. Special Assessments for Capital Improvements.

In addition to the Annual Assessments authorized by Section 3 hereof, the Developer may levy an Annual Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any unexpected repair or replacement of a described capital improvement upon the Common Property.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.

If the Assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such Assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon becomes a continuing lien on the property.

If the Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of the delinquency at the rate of fifteen percent (15%) per annum, and the Developer and/or the Association may bring an action at law against the Owner personally obligated to pay the same to foreclose the lien against the Property, and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint in such action, and in the event of a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney fee together with the costs of the action.

Section 7. Subordination of the Lien to Mortgages.

The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to Assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the sale or transfer of such Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due nor from the lien of such subsequent Assessment. An Assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time the Assessment accrued.

Section 8. Exempt Property.

The following property subject to this declaration shall be exempted from the Assessments, charge and lien created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use;
- (b) the Common Property as defined in Article I, Section 1, hereof;
- (c) all properties exempted from taxation by the laws of the State of Tennessee or United States upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to a living unit shall be exempt from said assessments, charges or liens.


Instr: 200403050093063
PAGE: 4 OF 17


Instr: 200312020088171
PAGE: 4 OF 11

ARTICLE IV TERM

These covenants shall take effect immediately and shall be binding on all parties and all persons claiming under them until the first day of May, 2011, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then Owners of the Lots it is agreed to change said covenants in whole or in part.

ARTICLE V ENFORCEMENT

If the parties hereto 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 any Owner 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 or restrictions and either to prevent the violation or recover damages or other dues for such violation.

ARTICLE VI SEVERABILITY

Invalidation of any of these covenants by judgment or Court order shall not in any way affect any of the other provision which shall remain in full force and effect.

ARTICLE VII LAND USE AND BUILDING TYPE

All lots in The Properties shall be known and designated as residential Lots unless otherwise noted.

Except as otherwise provided in Supplemental Declarations pursuant to Article II hereof, no structure shall be erected, altered, placed or permitted to remain on any of the said Lots other than one detached single-family living unit and a private attached garage except by approval and sanction of the Lexi Landing Advisory Committee.

ARTICLE VIII BUILDING LOCATION

All front, rear and side set back requirements shall comply with the regulations of the appropriate governmental authority or agency and said authority or agency shall have exclusive authority to permit or deny variances in hardship cases for rear and side setback requirements. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided however, that this provision shall not be construed to permit any portion of the building to encroach on another Lot.

ARTICLE IX DIVISION OF LOTS

Not more than one single family living unit may be erected on any one Lot as shown on the recorded map and no Lot shown on said map may be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial

ARTICLE X
LEXI LANDING ADVISORY COMMITTEE

No building shall be erected, placed, altered, or permitted to remain on any building Lot in The Properties until such building plans and specifications and a plan showing the location of the living unit have been approved in writing by the Lexi Landing Advisory Committee (the "Committee") as to the quality of workmanship and materials, harmony of the exterior design with existing structures and as to location with respect to topography and finish grade level and elevation. **HOMEBUILDERS AND GENERAL CONTRACTORS MUST BE APPROVED IN WRITING BY THE COMMITTEE PRIOR TO THE BEGINNING OF CONSTRUCTION ON ANY LOT.** The Developer shall serve as the Advisory Committee until such time as the Developer relinquishes said authority and obligation to the lot owners. **UPON APPROVAL BY THE DEVELOPER OR ANY SUBSEQUENTLY FORMED ADVISORY COMMITTEE OF BUILDING PLANS AND SPECIFICATIONS, A SET OF SUCH PLANS AND SPECIFICATIONS SHALL BE FURNISHED TO AND RETAINED BY THE COMMITTEE DURING THE PERIOD OF CONSTRUCTION.** The building shall be constructed consistent with the approved plans. If no suit to enjoin the construction has been filed prior to the completion thereof, further approval will not be required and the covenant shall be deemed to be fully made.

The decision of the Developer or any subsequently formed Advisory Committee in the performance of its duties under Articles VII, X and XI hereof shall be final and conclusive in all respects and shall not be subject to review by any authority or Owner. Neither the Developer nor the members of any subsequently formed Advisory Committee shall be liable to any person for damages or otherwise resulting from the performance of its duties hereunder and the exercise of the authority and discretion granted to it herein. Powers and duties granted herein shall cease on or after May 1, 2011. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereon, a written instrument shall be executed by the then Owners of the majority of the Lots on Lexi Landing Subdivision and duly recorded, appointing a representative or representatives to thereafter exercise the powers previously executed by the Developer or Advisory Committee.

ARTICLE XI
LIVING UNIT RESTRICTIONS

Section 1. Design Restrictions.

No living unit shall be erected, placed, altered or permitted to remain on any Lot without prior approval of the Lexi Landing Advisory Committee and unless it conforms to the following requirements:

1. The design of the living unit and related improvements shall be of Single Family Residential Architecture as approved by the Committee.

2. The minimum living area square footage shall be determined by the Committee on a case by case basis and shall be within the sole and absolute discretion of the Committee; however, except for special circumstances justifying an exception, a one-story living unit having less than 700 square feet of heated living area, or a two-story living unit having less than 1228 square feet of heated living area, with not less than 528 square feet of the heated living area on the main floor, will not be approved.

living area, with not less than 528 square feet of the heated living area on the main floor, will not be approved.

3. Unless waived by the Committee, all living units shall have a minimum roof pitch of 5/12 and at least two roof lines must be visible from the street which provides access to the lot.

4. Subject to the provisions and restrictions contained hereinbelow, the Advisory Committee shall have the authority to approve the types and forms of exterior siding for each living unit on a case by case basis.

5. All above ground exterior foundation walls shall be veneered with brick, stone, or stucco or a combination thereof, or other materials approved by the Committee.

6. A mailbox and paperbox, of a style comparable to the mailbox at the Lexi Landing model home, and purchased and installed at the Owner's expense, shall be required for all living units. Outside light poles, etc., shall be approved by the Committee.

7. All living units shall not have less than a one-car attached garage capable of accommodating one automobile. The driveway shall provide a minimum of one additional off-street parking space. All driveways shall be paved with concrete or other surface approved by the Committee in its sole and absolute discretion.

8. No vehicles may be parked or allowed to remain in the public roadway or right-of-way for an extended period of time. It shall be within the sole discretion of the Developer or the Association to determine if this restriction has been violated, at which time the Developer or the Association shall have the right, but not the obligation, to remove the vehicle at the owners' sole expense.

9. Every living unit shall be connected to the sanitary sewer system (if available) and public water systems serving the Lots.

10. Each living unit may have one detached utility area or garage, subject to the approval of the Committee. A detached utility area or garage shall be of similar construction as the main dwelling, using materials and styling which is compatible with the materials and style and general landscape of the Lot and The Properties, and shall comply with all setback requirements as established and shown on any recorded plat. For reference, see the Appendices attached hereto indicating the area of each Lot wherein the placement of said detached utility area or garage may be permissible.

11. Except by approval of the Committee, no occupancy of any living unit shall be permitted until such time as the living unit, yard and landscaping are completed. Approval of the Committee may be conditioned upon the placement, in escrow, of funds sufficient to complete the requisite yard and landscape installation.

12. Once detention areas (if shown on the recorded plat) have been dedicated by recordation of said plat, the Association shall be responsible or liable for maintenance of the same.

13. The finished grading for all Lots shall be completed in conformity with the recorded plat for The Properties and in such manner as to retain all surface water drainage from said Lot or Lots in "property line swale" designed to direct the flow of all surface waters into drainage easements as created by the overall drainage plan for the Development, as approved by the municipal authority having jurisdiction over The Properties.

Section 2. Miscellaneous Restrictions.

1. Mail boxes, outside lighting and other post structures shall be of a design consistent with the overall character and appearance of the house or as selected by the Developer or as approved by the Committee. All mailboxes shall be enclosed and shall comply with the requirements of the United States Postal Service and shall not be erected or located on the Properties unless approved by the Developer.

2. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes (except satellite dishes not greater than 24 inches in diameter and affixed to the rear of the dwelling) or solar panels may be installed or used, except as approved by the Committee.

3. Except as provided herein, no one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers, trucks over one ton, or other similar type vehicles on or about the living unit unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining Lots. No automobiles or other vehicles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any Lot. However, the Developer and/or the Association may, upon proper application by an Owner, grant a variance, either temporary or permanent, to this restriction.

4. Clotheslines and other devices or structures designed and customarily used for the drying and airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted. Articles or items of any description or kind shall be strictly prohibited from being displayed or placed on or in the yard or exterior of any living unit for the purpose of drying, airing or curing of said items.

5. All landscaping shall be of the usual and customary design and materials that are, in the Developers' opinion, suitable for the architectural character of the house to be built on the Lot. No wall, hedge, or shrub planting which obstructs sight lines at two and six feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property line connecting them at twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet of the intersection of the street property line with the edge of a driveway. No trees shall be permitted to remain within such sight distances of the intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of sight lines.

6. The Owner of each building lot, whether such lot be improved or unimproved, shall keep such lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash, rubbish, and shall keep such lot at all times in a neat and attractive condition. In the event the owner of any building lot fails to comply, the Developer and/or the Association shall have the right, but no obligation, to go upon such building lot and cut and remove tall grass, undergrowth and weeds and remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its sole judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such building lot, which expense shall be payable by such Owner to the Developer or the Homeowner's Association on demand, and which further shall constitute a lien upon the lot if not paid.

Section 3. Modification.

In keeping with the purpose of this Declaration, the Developer recognizes that the restrictions set forth in this Article are not inclusive or totally

comprehensive for a quality and aesthetically pleasing neighborhood development. Accordingly, notwithstanding anything to the contrary in this article as to the design of living units, the Committee may, in its sole and absolute discretion, make exceptions to the design criteria set forth herein and approve other types of architecture and design requirements, provided that such exceptions in each instance shall be consistent with the intent and purpose of this Declaration and approved by the Developer.

ARTICLE XII
NUISANCES

No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become and annoyance or nuisance to the neighborhood.

ARTICLE XIII
TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on any of The Properties at any time shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. This provision shall include, but shall not be limited to boats, motor homes and pick-up trucks.

ARTICLE XIV
EASEMENTS

Easements and other restrictions in conformity with the recorded plat of Lexi Landing are expressly reserved for the overall development of The Properties, and, except as otherwise provided herein, no easements, rights of way or rights of access shall be deemed granted or given to any person of entity over, across, upon, or through any Lot in The Properties unless prior written permission is granted by the Developer. Easements to each individual Lot for the installation and maintenance of utilities and drainage facilities are reserved on each Lot as shown on the recorded plat.

ARTICLE XV
COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any Lot or parcel be stripped of its topsoil or 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 for more than a reasonable time required for the completion of construction of the structure or structures in which they are to be used. Before or after construction, no person shall place or leave on any Lot in The Properties, refuse, stumps, rock, concrete blocks, dirt, debris or building materials or any other undesirable materials. Any person doing so shall within five days after notice is mailed by the Developer correct said condition and if the condition is not corrected within said time period, the Developer shall have the right to injunctive relief against the Owner of the affected Lot and the contractor or Agent of the Owner and the right to correct said condition at the Owner's expense. The cost of correcting any such condition shall be a lien upon the affected Lot. The restrictions contained within this Article shall not apply to the Developer or to any contractor retained by the Developer.

ARTICLE XVI
SIGNS

No sign of any kind shall be displayed to the public view on any Lot except for one sign of not more than five square feet advertising the Lot for sale or rent, or signs used by the builder or Developer to advertise the property during the construction and sales period. **NO SIGNS OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON THE MAIN ENTRANCE OF THE COMMON PROPERTY, EXCEPT BY THE DEVELOPER.**

ARTICLE XVII
LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any Lot except for pets such as dogs and cats which are permitted provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance. However, in no event shall any household have more than two animals of any species. The Developer shall have the exclusive authority to further regulate the maintenance and care of pets and animals as it deems advisable.

ARTICLE XVIII
GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage and other waste shall not be kept except on a temporary basis and in concealed sanitary covered containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition screened from all streets and in locations pursuant to the rules and regulations approved by the Developer.

ARTICLE XIX
FENCES AND WALLS

No fences, walls or hedge rows shall be erected, placed or altered on any Lot or parcel which extends beyond the rear corner of the dwelling located thereon, unless specific approval is granted by the developer or the Committee. Fences shall be constructed of wood, vinyl or chain link with a minimum height of four feet and a maximum height of six feet. For reference, see the Appendices attached hereto indicating the area of each Lot wherein the placement of said fences, walls or hedge rows may be permissible.

ARTICLE XX
WAIVER AND MODIFICATION

Developer hereby reserves the right in its sole and absolute discretion, for any reason and at any time to annul, waive, change, supplement, amend and/or modify any of the restrictions, conditions, provisions or covenants contained herein as to any part of The Properties subject to this Declaration. The Developer shall have the right at any time and for any reason to change the size or location or to eliminate or relocate any of the Lots, parcels streets or roads whether or not shown on any of the recorded plats of Lexi Landing. The Developer further reserves the right in its sole and absolute discretion, for any reason and at any time, to impose additional and separate restrictions on any Lot in this subdivision until such Lots have been sold by the Developer. Said restrictions need not be uniform, but may differ as to each Lot.


Instr: 200312020059171
PAGE: 10 OF 11


Instr: 200403050063063
PAGE: 10 OF 17

ARTICLE XXI
ASSIGNMENT OR TRANSFER

Any and all of the rights, powers, duties and/or obligations, titles, easements and estates reserved or given to the Developer in this Declaration may be assigned or transferred by the Developer to any one or more individuals, partnerships, corporations or assigns which will agree to assume and to carry out and perform said rights, powers, duties and obligations. Any such assignment or transfer shall be made in writing by appropriate instrument in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, duties and/or obligations, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and/or imposed upon the Developer. The Developer shall thereupon be released therefrom and shall have no further responsibilities to anyone in connection with said rights, powers, duties and/or obligations.

IN WITNESS WHEREOF, WORLEY BUILDERS, INC has executed this document this the 10th day of November, 2003.

WORLEY BUILDERS, INC.

By: *Randy W. Worley, Jr.*
Its: President

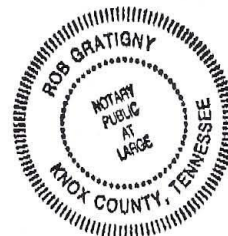
STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Randy W. Worley, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, in the capacity of President for WORLEY BUILDERS, INC., being duly authorized to so do, acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this the 10th day of November, 2003.

My Commission Expires: 2/7/06

Rob Gratiqny
NOTARY PUBLIC

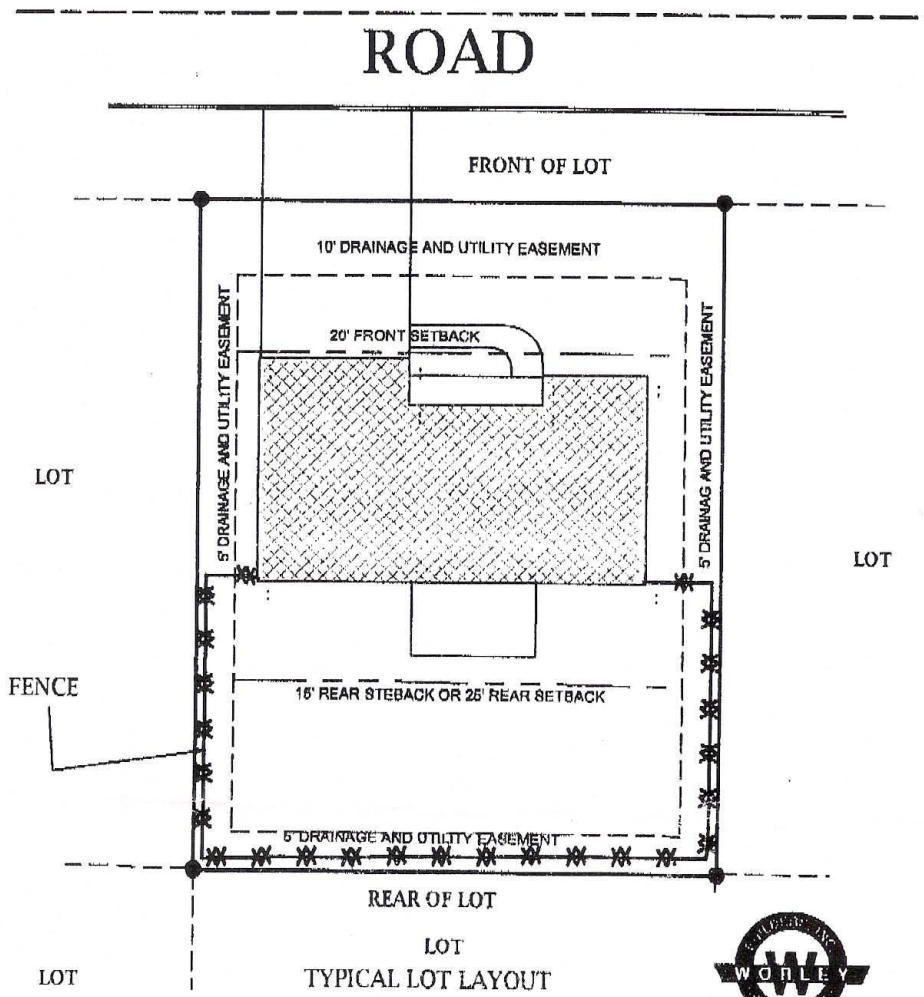


Instr: 200403050083083
PAGE: 11 OF 17

APPENDIX I FENCE PLACEMENT

HOME OWNER UNDERSTANDS THAT FENCING PLACED IN ANY EASEMENT AREAS MAY BE SUBJECT TO REMOVAL TO ALLOW FOR EITHER DEVELOPER OR GOVERNING AUTHORITIES, OR UTILITY COMPANIES TO PERFORM WORK AND THAT THE HOME OWNER ASSUMES THE RESPONSIBILITIES AND EXPENSES OF REMOVING AND RE-ERECTING SAID FENCING.

ALL FENCING SHALL NOT OBSTRUCT/HINDER DRAINAGE



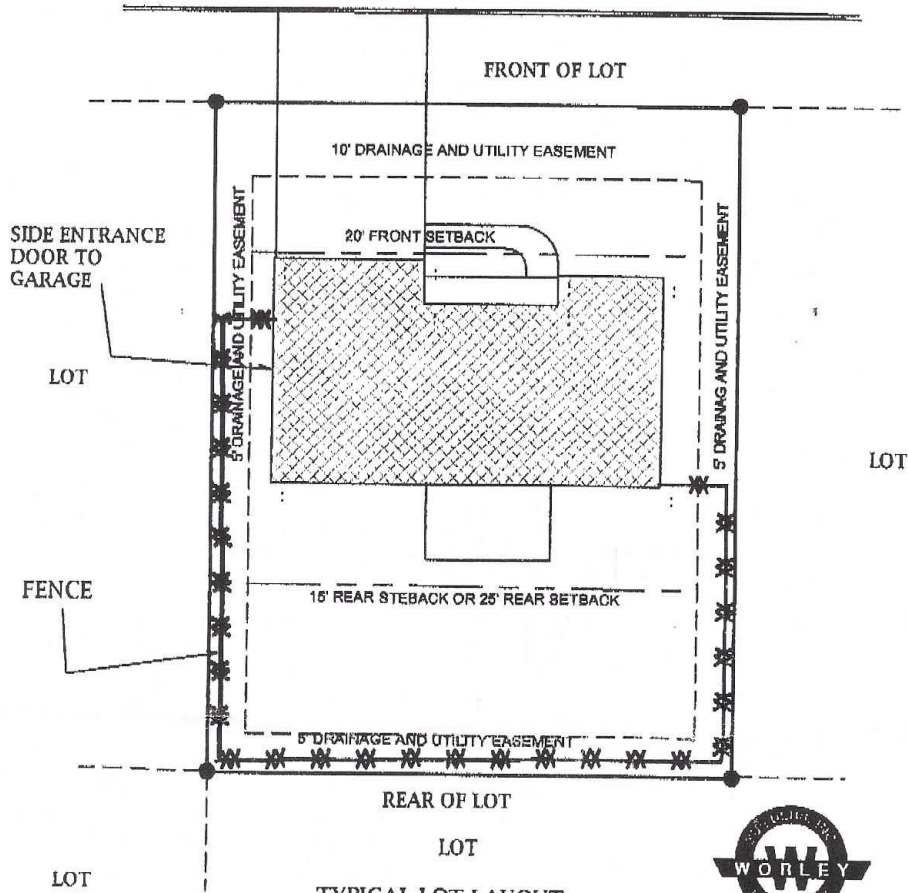
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PAGE: 12 OF 17

APPENDIX II FENCE PLACEMENT

FENCE LAYOUT WITH PEOPLE DOOR ON SIDE OF GARAGE.
FENCE NOT TO EXCEED 3 FEET PAST DOOR TOWARD FRONT OF HOUSE,
AND SHALL NOT ENCLOSE UTILITY METERS.
ALL FENCING SHALL NOT OBSTRUCT DRAINAGE.

HOME OWNER UNDERSTANDS THAT FENCING PLACED IN ANY EASEMENT
AREAS MAY BE SUBJECT TO REMOVAL TO ALLOW FOR EITHER DEVELOPER
OR GOVERNING AUTHORITIES. OR UTILITY COMPANIES TO PERFORM WORK
AND THAT THE HOME OWNER ASSUMES THE RESPONSIBILITIES AND
EXPENSES OF REMOVING AND RE-ERECTING SAID FENCING.

ROAD

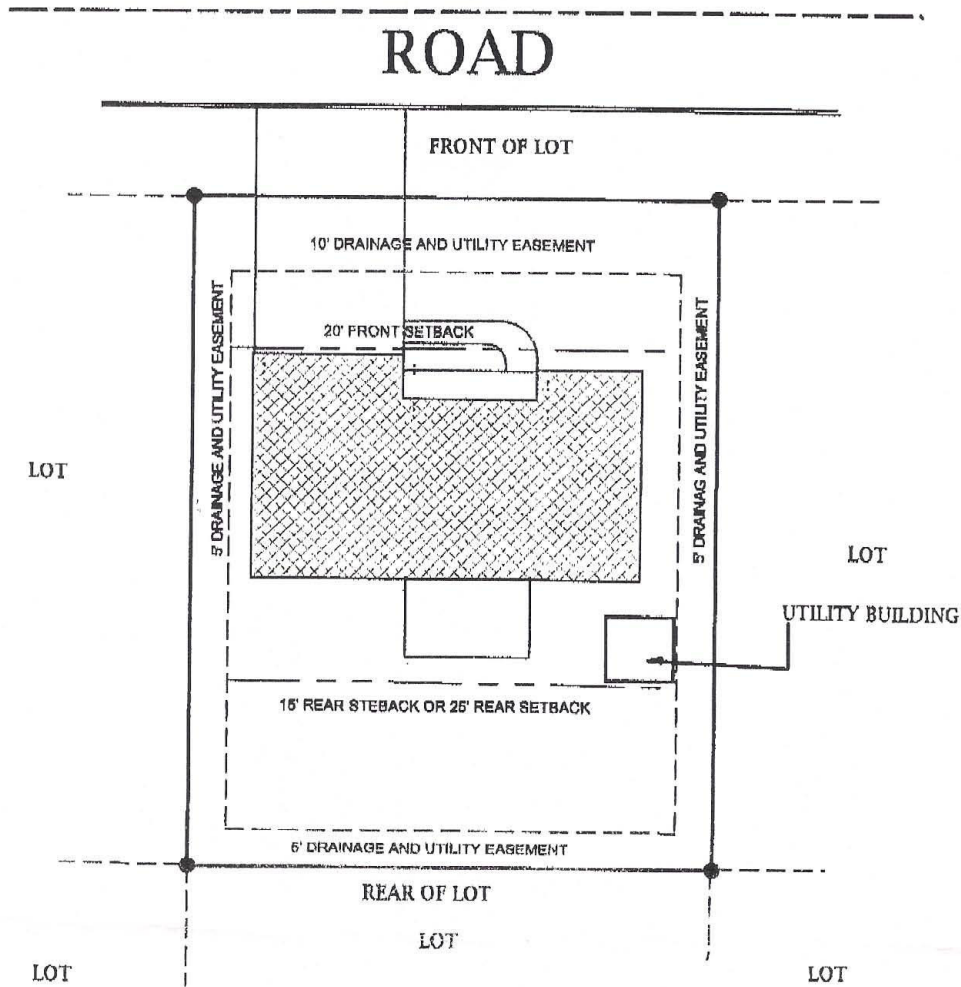


TYPICAL LOT LAYOUT



APPENDIX III UTILITY BUILDING

UTILITY BUILDING THAT IS NOT ON FOUNDATION
CAN BE PLACED ADJACENT TO REAR SETBACK AND DRAINAGE AND UTILITY
EASEMENT AS LONG IT DOES NOT OBSTRUCT/HINDER DRAINAGE OR UTILITY
AND IS MOVEABLE.



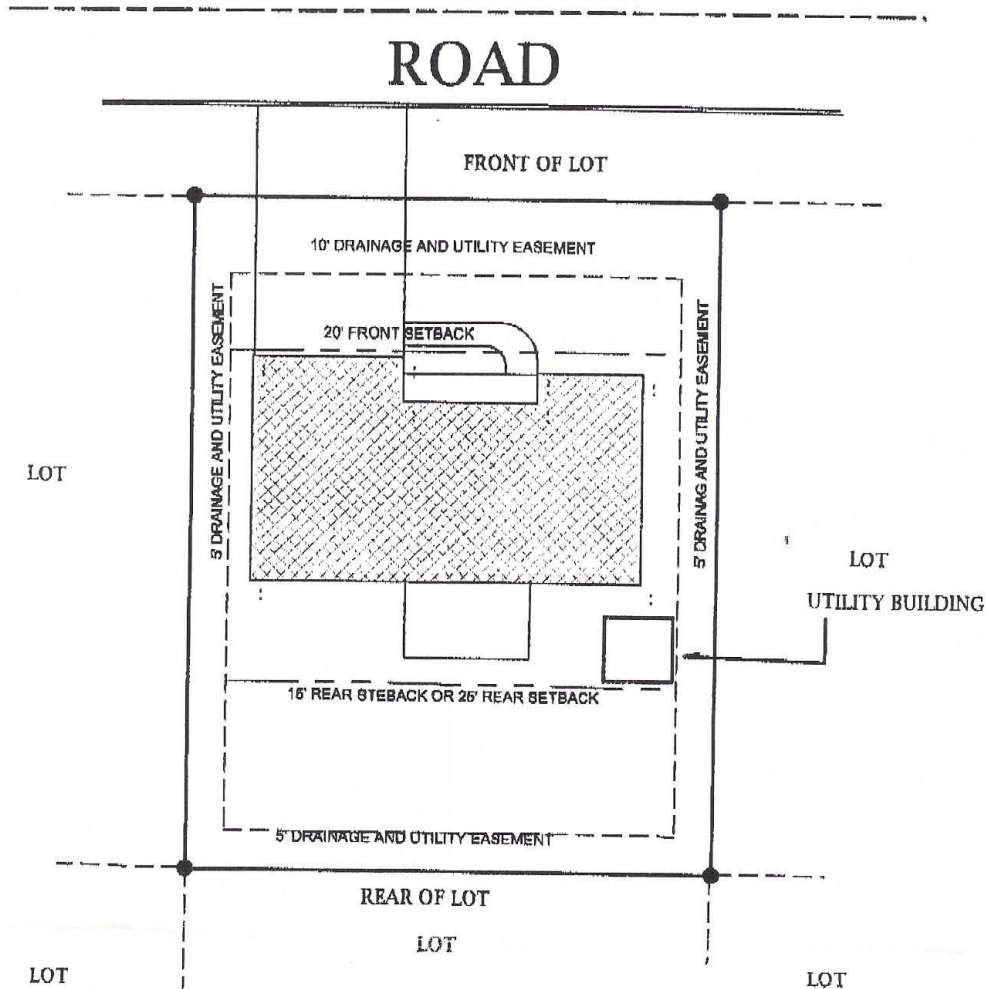
TYPICAL LOT LAYOUT



Instr: 20040308083063
PAGE: 14 OF 17

APPENDIX IV UTILITY BUILDING ON FOUNDATION

UTILITY BUILDING CAN BE PLACED ADJACENT TO REAR SETBACK LINE AND DRAINAGE AND UTILITY EASEMENT AREA IF IT DOES NOT OBSTRUCT OR HINDER DRAINAGE OR UTILITY.



TYPICAL LOT LAYOUT

