

This Instrument Prepared By:  
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100 N. Court Street  
Maryville, Tennessee 37804

**DECLARATION OF RESTRICTIONS FOR  
LOOK ROCK ESTATES SUBDIVISION, LOTS 1-30  
AND  
MISTY RIDGE SUBDIVISION, LOTS 1-5**

**WHEREAS**, the undersigned, James J. Mathis, Jr. (being the same person as James L. Mathis, Jr.), Martha C. Mathis Kutz (formerly Martha C. Mathis), and Sandra L. Mouron and husband, David C. Mouron, Sr., are the owners of certain tracts or parcels of property located in the Seventh (7th) Civil District of Blount County, Tennessee, and more particularly described as **LOOK ROCK ESTATES SUBDIVISION** (Lots 1 thru 30), and **MISTY RIDGE SUBDIVISION** (Lots 1 thru 5), as shown in Map Files 1513A&B and 1514A in the Register's Office for said County.

**NOW THEREFORE**, James J. Mathis, Jr. (being the same person as James L. Mathis, Jr.), Martha C. Mathis Kutz (formerly Martha C. Mathis), and Sandra L. Mouron and husband, David C. Mouron, Sr., hereinafter referred to as "Developers", **DO HEREBY RESTRICT THE USE OF ALL LAND INCLUDED IN SAID SUBDIVISIONS AS SHOWN BY SAID PLATS OF SAID SUBDIVISIONS AND PLACE UPON SAID PLATS OF LAND THE FOLLOWING COVENANTS AND RESTRICTIONS TO RUN WITH THE TITLE OF THE SAID LAND AND THE GRANTEE OF ANY DEED WHICH CONVEYS ANY LOT CONTAINED ON EITHER OF SAID PLATS SHALL BE DEEMED BY THE ACCEPTANCE OF SAID DEED TO AGREE TO ALL SUCH COVENANTS AND RESTRICTIONS AND TO HAVE COVENANTED TO OBSERVE, COMPLY WITH AND BE BOUND BY ALL SUCH COVENANTS AND RESTRICTIONS** all as set forth below:

1. **RESIDENTIAL USE.** All lots shall be used only for residential purposes; **PROVIDED**, Lots 14 and 26 in Look Rock Estates may be used for the operation of a commercial bed and breakfast facility; no other commercial activity shall be permitted on any lot, and no bed and breakfast operation shall be conducted on any lot except Lots 14 and 26.

2. **EASEMENTS.** Easements of five (5) feet in width are reserved along all interior lot lines and ten (10) feet on all exterior lot lines for the installation and maintenance of utilities and for drainage.

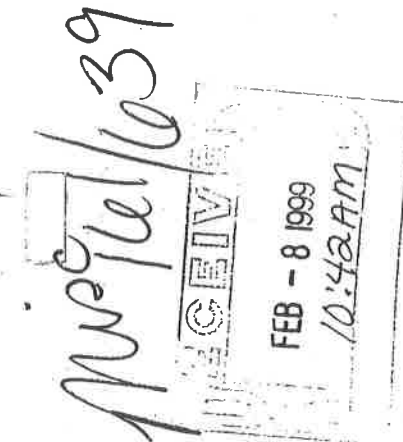
3. **MINIMUM BUILDING SET BACK FROM ROAD.** No building or structure of any nature shall be located on any lot closer than fifty-five (55) feet from the center line of the road right of way on which said lot fronts.

4. **SUB-DIVISION ROADS ARE PRIVATE.** All roads within each said subdivision are and shall be and remain privately owned and privately maintained by the property owners of said subdivision as hereinafter provided.

5. **PROPERTY OWNERS ASSOCIATION AND ROAD MAINTENANCE OBLIGATIONS.** By accepting a deed conveying a lot or lots in either of said subdivisions, the grantee(s) in said deed acknowledge(s) that such grantee(s) thereby becomes obligated to become a member of the Look Rock Estates - Misty Ridge Property Owners Association. This Association is and shall be a not-for-profit organization composed of the owners of the lots in said subdivisions, having a

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President, a Secretary, and a Treasurer. The Association shall have at least one (1) meeting of the membership each year. The Association's responsibilities shall include the maintenance and repair of the private roadways in said subdivisions, together with its proportionate share of the maintenance and repair of that portion of Chilhowee Trail which connects said subdivisions. In addition, by accepting such a deed, such grantee(s) acknowledge(s) and assumes a pro-rata responsibility for the maintenance and repair of the private roadways which provide access to and from said subdivisions and the nearest public road (Turkey Pen Road); provided, each such grantee-lot owner's responsibility at all times shall be limited to (a) one-half (1/2) of the amount assessed the individual lot owners whose property utilizes the Chilhowee Trail for access to and from said public road; (such assessments are made by Chilhowee Mountain Estate Lot Owners Association One) plus (b) one-half (1/2) of the amount assessed the individual lot owners whose property utilizes Cascade Lane and Eagle Ridge for access to and from said public road (such assessments are made by Chilhowee Mountain Estate Lot Owners Association Two) [as of 1998, each of said Associations require an annual payment of One Hundred Fifty (\$150.00) Dollars from each lot owner; said amount is subject to adjustment in the year 2000. Thus, the foregoing provisions would require each lot owner in these subdivisions to pay \$75.00 to each of said Associations as such lot owner's share of maintaining the access road which is maintained by each Association]. The aforesaid Look Rock Estates - Misty Ridge Property Owners Association shall periodically set and assess road maintenance fees to be paid by each lot owner-member of the Association. Further, the Look Rock Estates-Misty Ridge Property Owners Association is empowered to collect these fees (the initial amount of such assessments is set forth below at \$300.00 per lot) together with the amounts due the aforementioned Chilhowee Mountain Estates Lot Owners Associations and to pursue all legal rights for nonpayment of such fees and charges, including the filing of a lien against any lot for any unpaid amount, all as set forth below. The initial bylaws of said Property Owners Association shall initially be as follows:

**BYLAWS**  
**OF**  
**LOOK ROCK ESTATES-MISTY RIDGE**  
**PROPERTY OWNERS ASSOCIATION**

Section 1. "Association" shall mean and refer to Look Rock Estates-Misty Ridge Property Owners Association, a non-profit organization.

Section 2. The common elements shall consist of the private roadways as shown on the recorded plats for Look Rock Estates Subdivision and for the Misty Ridge Subdivision and all private access roads which service said subdivisions.

Section 3. Every person or entity who is the owner of a fee or an undivided fee interest in any lot in either of said subdivisions is subject to these covenants and restrictions of record and therefore subject to an assessment by the Association and 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 more than one person, the co-owners shall designate one of them to be the representative to the Association. [In the event that any lot is further subdivided in accordance with the applicable restrictions the owner of each such subdivided lot shall become a member of the Association, and shall be subject to these same rules.]

Section 4. All members are subject to the payment of such annual and special assessments as may from time to time be 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; road maintenance charges may be levied by a simple majority vote; other charges require a two-thirds majority.

Section 5. The owner of any lot, by acceptance of the deed therefor, 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) initially annual assessments or charges for road maintenance of roads within and which connect said Look Rock Estates and Misty Ridge subdivisions an amount of at least Three Hundred (\$300.00) Dollars per year for Look Rock Estate lot owners, and One Hundred (\$150.00) Dollars for Misty Ridge lot owners this percentage differential in payments must continue to be maintained between the lot owners in the two subdivision]; (2) special assessments for capital improvements, and other non-road upkeep items as may from time to time be levied by the Association; and (3) such owner's obligations to the aforementioned Chilhowee Mountain Estate Lot Owners Associations One and Two. A late payment penalty of five percent (5%) per month shall be added to the original assessment if not paid within thirty (30) days of the date of the adoption of the assessment. Said annual assessments, special assessments and obligations, 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 the lien is created and shall not be binding on innocent third parties until recorded in the Register's Office for Blount County. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person(s) who was (were) the owner(s) of such property at the time the assessment was levied.

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Section 6. The Association shall have one (1) class of voting membership. Each lot shall have one vote in the Association.

Section 7. The officers of the Association shall be a president, a secretary and a treasurer, and any other officers which the Association may choose to elect.

All officers shall be members of the Association. The officers shall be chosen by a majority vote of the Association 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.

Section 8. There shall be no changes/amendments in the above Bylaws except by the affirmative vote of three-fourths (3/4th) of all the members of the Association.

6. **ARCHITECTURAL REVIEW COMMITTEE.** There is hereby established an Architectural Review Committee to be composed of five (5) members; initially they shall be appointed by the Developers; after the Association has at least ten (10) members, the Association shall elect said Committee members for such term as the Association sees fit. All plans and specifications for the construction of any improvement on any lot shall be submitted in writing to the Architectural Review Committee, in care of the then current chairman of said Architectural Review Committee.

7. **CONSTRUCTION SUBJECT TO ARCHITECTURAL REVIEW.** All plans for dwellings, garages, outbuildings, fences, or any other improvement whatsoever, proposed to be erected in said subdivision shall be submitted to the aforesaid Architectural Review Committee for review and approval. Said Committee hereinabove defined shall be directed by the overall purposes, specifications and restrictions imposed herein and applicable hereto, and all applicable state and local agencies taking into consideration the topography of each lot and the adaptability of the proposed structure for said lot. A lot owner shall submit two (2) sets of his proposed plans and specifications to the Architectural Review Committee conforming to the requirements of the Committee and shall secure a receipt therefor from the Committee. Approval shall be given or denied or additional information requested within fourteen (14) days of the date such plans and specifications are submitted. Said fourteen (14) day period shall begin to run on the date of the receipt given by the Committee for said plans and specifications. One set shall be kept by said Committee and the other set shall be returned to the lot owner. Failure of the Committee to respond in writing within said fourteen (14) days to those who submit such plans and specifications shall be deemed as an approval of said proposed structure.

8. **FURTHER SUBDIVISION.** Any platted lot of ten (10) acres or more may be subdivided; provided, each such subdivided lot shall contain at least five (5) acres. [As indicated above the owner(s) of each such subdivided lot shall be obligated to become a member of the said Association, pay the required road maintenance obligations set forth hereinabove.]

9. **UNDERGROUND UTILITIES IN LOOK ROCK ESTATES.** All utilities in Look Rock Estates Subdivision shall be placed underground. This shall include all main utility lines and all service lines to service individual lots within the platted subdivision.

10. **SECURITY LIGHTS.** No twenty-four (24) hour security lights shall be permitted on any lot. This, however, does not prohibit motion detector lights.

11. **EXTERIOR CONSTRUCTION.** It is the intent of the Developers for all homes shall blend as much as possible with the mountain terrain. Therefore, exteriors (including roofs) are to be earth tone colors which are to be approved by the Architectural Review Committee. If vinyl siding is used for exterior, only half of the exterior can be covered with vinyl siding. The dwelling roof pitch cannot be less than 8/12.

12. **DWELLING OR BUILDING SIZE.** The floor area of the main structure of a one (1) story dwelling and for split level dwellings shall be not less than 1600 square feet. The total floor area of the main structure of a dwelling of more than one (1) story shall be not less than 2200 square feet, of which the ground floor shall be not less than 1200 square feet. The size of each structure must meet with the approval of the Architectural Review Committee.

13. **MINIMUM BUILDING SETBACK FROM PARK BOUNDARY.** Lots 26, 27, 28 and 29 border the Great Smoky Mountains National Park. No structure may be constructed on Lot 26, closer than twenty-five (25) feet to said Park Boundary nor closer than one hundred (100) feet on Lots 27, 28, and 29.

14. **REMOVAL OF TREES IN LOOK ROCK ESTATES [ONLY].** In order to preserve the natural beauty of Look Rock Estates, it is necessary to regulate the removal of trees therein. The owners shall be permitted to remove any tree on their respective lots that are necessary for the construction of any approved structure, a driveway thereto and for a septic field. Further, the owner may remove any tree which is dead or poses a danger to the owner, a neighbor, or to the public in general. In the event it becomes apparent to the owner that a tree is dead or imposes a present danger, it may be removed immediately.

No deciduous tree with a base tree diameter of six (6) inches or greater may be removed unless: (1) it is dead or poses a danger to the owner, a neighbor, or the public in general, or (2) the owner first receives written permission from the Architectural Review Committee to remove said tree, which permission shall be granted if the Committee reasonably concludes that it interferes significantly with the reasonable development of a septic field, deck, dwelling, driveway, patio, walkway and/or view from the dwelling. The Developers shall be entitled to remove any trees which they deem appropriate prior to the sale of any lot. *6/13*

The removal of evergreen trees shall be permitted, and the removal of all other coniferous trees shall be permitted. However,

the owner shall be required to replace every five (5) coniferous trees with a base diameter of six (6) inches or greater with one deciduous tree somewhere on the lot.

15. **ANIMALS.** No pigs, chickens or other fowl may be kept on any lot. Horses and cattle are permitted, however, no more than one horse or cow per acre shall be allowed.

16. **PETS.** Dogs, cats and other household pets in reasonable numbers are permitted provided they are not kept, bred or maintained for commercial purposes or sale.

17. **JUNK VEHICLES.** No junk cars, trucks, or other vehicles being repaired, restored or for sale, or vehicles without current license plates shall be permitted on the premises. No vehicle parts shall be kept on the premises except inside a garage.

18. **OCCUPATION OF DWELLING.** No dwelling shall be occupied until outside has been completed. No basement shall be occupied until upper levels of house are completed.

19. **TRASH, JUNK AND GARBAGE.** No portion of the property shall be used for the dumping or burying of trash, junk or garbage or any kind.

20. **NO ACCESS TO ADJOINING FOOTHILLS WILDLIFE MANAGEMENT AREA.** The Foothills Wildlife Management Area is located adjacent to Look Rock Estates Subdivision. No lot may be used to access said Area and no lot may be used as a parking/staging area to access said Area.

21. **AMENDMENTS TO COVENANTS.** These restrictions may be amended by seventy-five (75%) percent majority of all of the lot owners of said Subdivisions; provided, however, the restrictions relative to the obligations to pay toward the costs of the maintenance of the aforementioned private roadways may be amended only with the approval of the Blount County Regional Planning Commission; provided, further, any amendment affecting the use of the two (2) lots on which bed and breakfast operations are permitted [lots 14 and 26 in Look Rock Estates] shall require a one hundred [100%] percent vote of all of said lot owners.

IN WITNESS WHEREOF, we have set our hands and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, 1999.

  
JAMES J. MATHIS, JR.

  
MARTHA C. MATHIS KUTZY

  
SANDRA L. MOURON

  
DAVID C. MOURON, SR.