

Prepared by Laurelwood Developers
1174 North Main Street
Crossville, TN 38555

**DECLARATION OF RESTRICTIONS FOR
LAURELWOOD SUBDIVISION PLAT VII**

WHEREAS, LAURELWOOD DEVELOPERS, a Tennessee Partnership, is the owner and developer of Laurelwood Subdivision Plat VII, being described as Lots 116 thru 145, by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 337, and,

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that said restrictions and reservations be imposed on the property conveyed in said subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such restrictions and reservations, and,

NOW, THEREFORE, for and in consideration of the above premises, LAURELWOOD DEVELOPERS, a Tennessee partnership, impose upon Laurelwood Subdivision Plat VII, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

I. General Covenants and Restrictions for Laurelwood Subdivision Plat VII.

1. The said property shall be used solely and only for single family residential purposes.
2. No building shall be constructed, owned or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two and one-half stories in height, with or without a basement and other than two additional buildings including a detached garage for the owner's vehicles. No barns are permitted.
3. The dwelling structure shall contain a minimum of 1600 square feet of heated floor space, exclusive of porches, basements, breezeways and attached garages.
4. The driveway to each residential dwelling shall be concrete, asphalt surface material, or any other type of hardtop surface. The garage or carport entrance shall be to the side or rear of the dwelling structure as same relates to the road on which the dwelling structure faces. Carports must be closed in on the side toward the road.
5. The type of exterior architectural design, material and appearance of all structures constructed on any lot shall be uniform. All homes must be constructed of new material and be of quality workmanship. No concrete blocks are to be exposed to view. All roofs on all dwelling structures shall have pitch and not be completely flat. All roofs shall have at least four planes. *Pioneer*
6. Following the commencement of construction of the dwelling structure on the lot, the exterior of said structure should be completely finished within six (6) months from the date of such commencement of construction. The interior of the structure being constructed on any lot shall be completely finished within twelve (12) months from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.
7. The sewage system connected to the dwelling structure shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided further that they are kept up in such a way as not to violate any law or local ordinance.

9. No commercial activity of any kind can be carried on upon any of the lots.

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in clean and sanitary containers and disposition of it shall be prompt. All sanitary containers shall be concealed from public view and from the roads in the development.

11. No obnoxious or offensive activity of any kind shall be carried on upon any lot.

12. Fencing of the front yard of any lot is prohibited. Backyards can be fenced provided that such fencing does not exceed the height of six (6) feet. All such fences shall be constructed in a uniform and workmanlike manner.

13. Swimming pools must be located in the backyard and shall be constructed below ground level. In the event the backyard is not fenced, the swimming pool must be fenced.

14. Tractors, trailers, tractor-trailer trucks, boats, motor homes and other like powered vehicles will be stored in the garage or out of sight as viewed from the street in front of the house. The parking of such vehicles in the driveway of the lot owner is permissible on a temporary basis to suit the convenience of the lot owner. Extended parking of any such vehicles in the driveway shall, however, not be permitted. Automobiles and other vehicles of guests and invitees shall be parked in the driveway of the lot owner and not parked in the streets unless space does not permit and then such parking in the streets will be done in a lawful manner and only for temporary periods of visitation to the lot owner.

15. No lot shall be subdivided to form a smaller lot; however, this shall not be construed so as to prevent resubdividing of lots to establish a larger lot.

16. No temporary buildings of any type or nature shall be maintained on any lot and no trailer, modular home, mobile home, motor home or any other type of movable home, basement, tent or garage shall be used at any time as a residence on any lot.

17. Easements for the installation, construction and maintenance of utilities are established twenty (20) feet on the front side of each lot, and six (6) feet on the side and rear lines of each lot.

18. In the event any lot is resubdivided to form a larger lot, the easements reserved along the original lot lines that are being changed or relocated as a result of the resubdivision will automatically be extinguished and new utility easements established along the newly established dividing or side lines six (6) feet in width on either side of same; provided, however, that no utility installation has been made along the original lot line (s) being relocated as a result of the resubdivision.

19. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such manner as to minimize noise and safety concerns and should be located to the side or rear of home.

20. The maintenance and upkeep of the entrance sign shall be the responsibility of all lot owners.

21. No lot shall be used for purposes of ingress or egress to adjoining and contiguous properties.

22. No dwelling structure may be constructed closer than fifty (50) feet from any street in the development.

II. Additional Covenants and Restrictions for lots that adjoin Laurelwood Lake.

A) PREMISES

Certain lots in this subdivision are adjacent to and adjoin a lake in the subdivision known as Laurelwood Lake. The lots on Laurelwood Lake are better described as lots 32, 33, 34, 35, and 36 of Laurelwood Subdivision Plat II of record in the Register's Office of Cumberland County,

Tennessee, in Plat Book 9, Page 307, and lots 113, 114, and 115 of Laurelwood Subdivision Plat VI of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 233, and lots 117 - 126 of Laurelwood Subdivision Plat VII of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 337. The impounded waters of Laurelwood Lake actually cover a portion of the above mentioned lake lots. In addition to the covenants and restrictions set out above, the following covenants, conditions, and restrictions shall apply to and encumber all lots, described in all plats, adjoining Laurelwood Lake:

B) RECIPROCAL EASEMENT

There is hereby reserved a reciprocal easement on and over that portion of realty on each lake lot that the impounded waters of Lake Laurelwood cover. This reserved reciprocal easement shall be for the mutual use and enjoyment of all lot owners whose lots adjoin Laurelwood Lake. This reciprocal easement of use shall inure to the benefit of all said Lake Laurelwood lot owners, their heirs, their grantees, their assigns, lawful licensees, and lawful invitees.

The lots described in section (F) shall not have a reciprocal easement unless they join in with these restrictions in writing, and by so doing, also give a reciprocal easement on their lot.

C) ENJOYMENT OF EASEMENT

No lake lot owner shall use said easement in such a manner as to disturb the quiet enjoyment of the other lake lot owners.

D) PROHIBITED USES OF EASEMENT AND LAKE

Only boats powered by electric trolling motors and man powered boats may be used on said easement and lake. No gasoline motors of any kind shall be used on said lake.

E) EXPENSES OF LAKE

Each lake lot owner shall bear and pay their pro-rata share of the expenses for the maintenance and repairs to said Lake Laurelwood and the dam impounding the lake.

F) LOTS IN ANOTHER PLAT THAT JOIN LAKE LAURELWOOD

The 5 lots that presently join Lake Laurelwood that are contained in Laurelwood Subdivision Plat II and are described in 24(a) above are the lots covered in this section. Said lake lot owners have been given the option to accept the restrictions set out herein and to encumber their lots by the covenants and restrictions set out herein.

In exchange for said lot owners in other plats accepting these restrictions and giving a reciprocal easement over their property, said lake lot owners shall receive all rights, responsibilities, and privileges as though their lots were set out in this plat and subdivision.

Should any of the above referenced 5 lot owners elect not to encumber their lots with this restrictions, said individual lot owners shall have no right to use the rights set out herein and shall be limited to the use of that portion of Laurelwood Lake that actually lies within the boundaries of their lot.

III. Additional General Covenants and Restrictions for Laurelwood Subdivision Plat VII and lots in Item II.

1. Invalidation of any of these covenants or restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

2. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any lot in the subdivision, and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

3. These covenants and restrictions herein set out shall only apply to the property included in the deed to which this schedule is made a part of. They shall not be held or construed as creating any requirement on the part of the owner of the subdivision, its assigns or successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such property is contiguous or adjacent to said property or not, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner (s), their respective heirs, successors or assigns, as to any other property which the developer owns or may hereafter own within the vicinity of said property by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.

IN WITNESS WHEREOF, this declaration has been duly signed by the owners of Laurelwood Subdivision Plat VII, this the 26th day of October, 1999.

LAURELWOOD DEVELOPERS, a Tennessee Partnership

By: MEDE Corporation, Partner

By: Carol B. Darling
Carol Darling, Vice President

By: L.I.P., Inc., Partner

By: Johnny B. Reeves, President
Johnny B. Reeves, President

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

State of Tennessee, County of CUMBERLAND
Received for record the 27 day of
OCTOBER 1999 at 3:41 PM. (RECH 224118)
Recorded in official records GENERAL IN
Book 1044 pages 985- 988

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, CAROL DARLING, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the vice president of MEDE Corporation, a partner in Laurelwood Developers, a Tennessee Partnership, the within named bargainer, and that she as such vice president executed the foregoing instrument for the purposes therein contained and expressed, by signing the name of the corporation as partner by herself as Vice President thereof.

Witness my hand and official seal of office on the 26th day of October, 1999.

Sharon Walker
Notary Public

My commission expires: 2-15-00

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, JOHNNY B. REEVES, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the president of L.I.P., Inc., a partner in Laurelwood Developers, a Tennessee Partnership, the within named bargainer, and that he as such president executed the foregoing instrument for the purposes therein contained and expressed, by signing the name of the corporation as partner by himself as President thereof.

Witness my hand and official seal of office on the 26th day of October, 1999.

Sharon Walker
Notary Public

My commission expires: 2-15-00

BK 1044 PG 988

Notebook 11 Page 578
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 18.00, Total \$ 18.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register PHYLLIS K. HALE