

DECLARATION OF RESTRICTIVE COVENANTS FOR
LAURELWOOD ESTATES

THE UNDERSIGNED, Maymead Development Company, LLC, a Tennessee Limited Liability Company, being the owners and developers of certain real estate situate and being in the First Civil District of Johnson County, Tennessee, known as "Laurelwood Estates" a master plat of the same being recorded in the Register's Office for Johnson County, Tennessee in Plat Cabinet 3, Slide _____, and being that same property which was conveyed to Maymead Development Company LLC from James B. Wills et al by deed dated June 16, 1995 recorded in the Register's Office for Johnson County, Tennessee in Deed Book 136, page 452, do hereby make the following declarations, and declares the following restrictions, limitations and restrictive uses to which said lots or tracts constituting the said subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all such lots as provided by law except as hereinafter excepted and excluded (if any) and shall be binding on all parties or persons claiming under them and for the benefit of the limitations on future owners in such subdivision for the duration as herein set forth.

THESE RESTRICTIONS AND LIMITATIONS ARE DECLARED AND SET FORTH AS FOLLOWS:

1. Land use and building use. All Lots shall be used for residential purposes only, and no structures shall be erected or allowed to remain on any Lot except for (a) one (1) detached single-family dwelling constructed in accordance with these Declarations, (b) a private garage constructed in accordance with these Declarations and (c) other outbuildings incidental to residential use constructed in accordance. No mobile home, modular home, "manufactured" home or any temporary structure shall be placed or allowed to remain on any Lot, except as permitted in paragraph 11 below. Not more than one boat, camper or

recreational vehicle shall be permitted to remain on any Lot. Such vehicles shall be located so as to not be visible, to the extent possible, from any street or road within or serving the Subdivision. No lot shall be used for purpose of access to any land not a part of the Subdivision. No hunting shall be allowed on any of the properties shown upon the Subdivision plat.

2. All single family, single story dwellings shall have no less than 1,400 square feet of living area, exclusive of garages, basements and utility areas. Any two story single dwellings shall have no less than 900 square feet of living area on each level; and any split level shall have no less than 1,800 square feet of total living area, exclusive of garages, basements, and utility areas.

3. Required land area. No Lot shall be subdivided, by sale or otherwise, so as to reduce the total area of the Lot as shown on the Subdivision plat as referenced above without the express written consent of the Declarant, Declarant reserving such right to so allow. Full Lots may be combined by a sole owner for the purpose of constructing a single residence. In such event, for purposes of setback lines and utility easements, such Lots, as combined, will be considered a single Lot.

4. Road Easement. Each lot owner shall have an easement for the purpose of ingress and egress over and across the existing road serving said subdivision as shown on the above mentioned survey plat of "Laurelwood Estates". However, Maymead Development Company, LLC, its successors and/or assigns, expressly reserves the right to control said road until such time as it either relinquishes control to the subdivision or dedicates the same to public use. It shall be the decision of the Declarants whether to allow said road to become a public road.

5. Utility Easements. There is created hereby a perpetual utility and drainage easement, which shall run with the land, for the benefit of Declarant and the subdivision, which shall be thirty (30) feet in width from the front lot line of

each subdivision lot (which said front lot line also serves as the center of the indicated rights-of-way for ingress and egress) as shown on the aforesaid plats of said subdivision.

6. Driveways. Any and all driveways serving as access into any Lot shall be paved. All grading, embankments and drainage involved and/or created by driveway construction will be seeded and/or mulched to prevent erosion. Approved erosion control devices (siltfence or other) shall be installed below graded area for home site and septic field.

7. Signs. Subject to Declarant's right to construct and maintain such signs as it may deem necessary or proper to advertise the Subdivision or the sale of any Lots therein, no billboards or signs shall be erected or allowed to remain on any Lot except (a) one "For Sale" sign, which sign shall not exceed four (4) square feet in total surface area, or (b) one sign per Lot denoting the residence of a Lot owner, either freestanding or affixed to a gatepost, which signs shall bear no commercial or advertising message.

8. Household Pets. No animals or fowls, other than common household pets of Lot owners, shall be kept or allowed to remain on any Lot. No animals shall be bred or maintained for commercial purposes on any Lot. No such common household pets shall be allowed to run free nor shall animals or fowls of any description remain within the Subdivision which are a nuisance or annoyance to the community. For the purposes of this section, pigs or other swine shall not be considered common household pets.

9. Satellite Dishes, Antennas and Solar Panels. No satellite dishes larger than 30" in diameter shall be installed upon or permitted to remain upon any Lot except as approved by the Declarant. Satellite dishes shall be attached to dwelling. No antennas of any nature or use shall be installed or permitted which rise more than two feet above the highest point of the dwelling structure. No

solar panel or panels shall be installed upon or permitted to remain upon any Lot except as approved by the Declarant.

10. Fuel Tanks. All fuel tanks shall be hidden from view and installed pursuant to Federal, State and Local regulations.

11. Sewage Treatment. All sewage from the residences constructed on Lots within the Subdivision shall be disposed of in a septic tank of a size, location and standard approved by the Tennessee Board of Health and/or other appropriate authorities or through an established and approved sewage disposal and treatment service or system.

12. Temporary Structures. No structure of a temporary character shall be placed upon a Lot at any time; provided, however, this prohibition shall not apply to equipment shelters used by a contractor during construction of the main dwelling house, it being clearly understood that these temporary shelters may not, at any time, be used as residences or permitted to remain on the Property after completion of construction.

13. Non-Operable Equipment. No non-operable equipment, untagged, junked or abandoned vehicles, appliances or any similar debris shall be allowed to be placed or to remain on the property.

14. Trash Receptacles. Each Lot owner shall provide for trash receptacles which shall be stored in an enclosed structure which is not visible from the road.

15. General Appearance. It is the intention of these restrictive covenants that the character, integrity and natural beauty of the Subdivision be maintained. Therefore, all garden, yard tools and other similar articles of personal property shall be stored in an enclosure and not visible from the road. All reasonable effort shall be made to assure that no plumbing heating/air conditioning or other utility equipment shall be exposed to view from any portion of the roads in the Subdivision. Each lot owner shall prevent the development of unclean, unsightly

or unkept conditions of buildings and grounds, and no Lot owner shall allow junk, rubbish, scrap or unsightly materials to accumulate. Each Lot owner shall maintain his entire Lot, as well as all buildings and improvements, landscaping and grounds in a safe, clean and orderly condition (this provision shall not be construed as to require Declarant to so maintain any unsold properties.) In the event that any Lot owner permits any underbrush, weeds, etc. to grow upon any Lot to a height of one foot, except as part of a landscaping plan approved by the Declarant, and on request fails to have the premises' situation corrected within sixty (60) days, Declarant may enter upon said lands to remove the same at the expense of the land owner and may likewise enter upon said Lot to remove any trash which collected on said Lot without such entry being deemed as a trespass, all at the expense of the owner of said Lot.

16. Nuisances. No substances, thing or material which will emit fowl or obnoxious odors, or which will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of any Lot within the Subdivision, shall be kept on any Lot, nor shall anything be done on any Lot which is a nuisance or annoyance to the community.

17. Duration and Amendment or Termination. The easements created herein shall be perpetual. The covenants, conditions and restrictions containing in this Declaration shall run with and bind the Lots contained with in the Subdivision by whomever owned for a period of thirty (30) years from the date of recording of this Declaration, after which time the provisions of this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument agreeing to change this Declaration in whole or in part, signed by owners of a majority of the Lots in the Subdivision, has been properly recorded in the office of the Register of Deeds of Johnson County, Tennessee. This Declaration may be amended or terminated during the initial thirty (30) year

period by an instrument signed by the Declarant and owners of at least seventy-five (75%) percent of the Lots within the Subdivision. For the purpose of establishing majority or seventy-five (75%) percent provisions containing herein, Declarant's Lot ownership shall be counted and considered as ownership in Declarant for each such lot owned by Declarant. Any such amendment or termination will not become effective until it is properly recorded in the office of Register of Deeds in Johnson County, Tennessee.

18. There shall be no chain link fences, barbwired fences, or other "unsightly fences".

19. Enforcement. Either the Declarant or any Lot owner within the Subdivision shall have the right to enforce, by any proceeding at law or equity, all easements, restrictions, covenants and conditions contained in this declaration. Failure by the Declarant or any Lot owner to enforce any easement, restriction, covenant or condition herein contained shall in no event be deemed a waiver of the right to do so thereafter. While it is Declarant's intention to strictly enforce these restrictions, Declarant shall have no liability to any person, firm, corporation or entity because of failure to enforce any provision contained within this declaration.

20. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or other Court proceeding shall in no way affect any of the remaining provisions not so declared invalid, which remaining provisions shall remain in full force and effect.

21. Covenants to Run with the Land. The easements, restrictions, covenants and conditions contained in this Declaration shall run with, be appurtenant to and bind Lots contained within the Subdivision by whomever owned.

22. Assignability. Declarant shall have the right to assign or transfer all of

their rights and privileges herein reserved by them or to delegate all of their duties hereunder to any person or entity by recording such assignment in the Office of the Register of Deeds of Johnson County, Tennessee and such successor or assignee, shall have the rights, reservations, privileges and duties as herein given and assumed by Declarant including the right of assignment contained within this paragraph. After such assignment, transfer or delegation, Declarant shall have no further duties or liabilities to the owners of Lots in the Subdivision.

23. Headings. The paragraph or provision headings contained in this Declaration are for reference purposes only and shall not affect the meaning or interpretation of the terms, covenants or conditions contained herein.

IN TESTIMONY WHEREOF, the undersigned has hereunto set its hand and seal, this the day and date first above written.

MAYMEAD DEVELOPMENT, LLC

✓ BY:

Wiley Roark
WILEY ROARK
CHIEF MANAGER

STATE OF TENNESSEE:
COUNTY OF JOHNSON:

Before me, Donna K. Donner, a Notary Public within and for the above-named County and State, personally appeared Wiley Roark, with whom I am personally acquainted and who upon oath, acknowledged himself to be the Chief Manager of Maymead Development, LLC, the within named bargainor, a Corporation, and that he as such Chief Manager being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation by Wiley Roark as Chief Manager.

GIVEN UNDER MY HAND AND OFFICIAL SEAL at office in said State and County, on this the 21st day of March, 2000.

✓ Donna K. Donner
NOTARY PUBLIC

My Commission Expires:

03-25-02