

RESTRICTIVE CONVENANTS

DECLARATION

Earl Wilson, John E. Seehorn, Jack C. Seaton, Anthony A. Seaton and Sheffield Auto Mart, Inc., doing business as Lake Meadow Ventures, the Owner and Developer of a certain parcel of land located in the 11th Civil District of Washington County, Tennessee, known as LAKE MEADOWS SUBDIVISION, a plat of which is to be forthwith recorded in the Register's Office for Washington County, Tennessee, and for which source of title reference is made to the following deeds: (1) Clerk and Special Commissioner's Deed dated December 8, 1981 to Earl Wilson, Jack C. Seaton, John E. Seehorn, Anthony A. Seaton, Joe A. Hale, Brown L. Sheffield, Joe D. Sheffield doing business as Lake Meadow Ventures of record in Deed book 576, page 216, Register's Office, Washington County, Tennessee. (2) Quitclaim Deed to Sheffield Auto Mart, Inc. from Joe D. Sheffield and Brown L. Sheffield by deed dated April 22, 1982 of record in Deed Book 576, page 216, in the Register's Office for Washington County, Tennessee. (3) Quitclaim Deed from Joe A. Hale to Earl Wilson, Jack C. Seaton, John E. Seehorn, Anthony A. Seaton and Sheffield Auto Mart, Inc., dated July 1, 1982, of record in Deed Book 576, page 610, in the Register's Office for Washington County, Tennessee, hereby makes the following declarations as to limitations, restriction, uses, etc., to which the lots or tracts constituting said subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of all future owners in said subdivision.

PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired architectural design, use, and tone of the community, and thereby to secure each property owner the full benefit and enjoyment of his property, with no greater restriction on the free and undisturbed use of this property than is necessary to insure the same advantages to the other property owners.

RESERVATIONS AND EASEMENTS

1. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any natural drainage course.

GENERAL RESTRICTIONS

1. This property shall be used for residential purposes and no building or structure shall be erected thereon to be used for the purpose of any trade, manufacture or other business.

2. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, porches, steps, projections and every other permanent part of the improvements, including roofs.

3. Only one building, (such as a detached garage or utility building) other than the primary residential structure, shall be erected upon any lot, which shall conform to all the requirements of such primary residence, except minimum area requirements. The exterior design and construction of same shall be consistent with the primary residence.

4. No trash, ashes or other refuse may be thrown or dumped on any vacant lot, street or right of way in this subdivision.

5. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets.

Attorney  
207 N. Boone St.  
Johnson City, TN 37601

6. Violation of any restriction, condition or covenant herein shall give the undersigned or homeowner's association the right to enter upon the property where such violations exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed trespass.

7. No poultry, livestock or animals shall be kept or maintained on any lot at any time except at such areas designated by the undersigned or homeowner's association; provided, however, this restriction shall not preclude the keeping of dogs or cats, or other household pets, as such: provided further, however, that the keeping or raising of dogs, cats or other animals for commercial purposes is expressly prohibited. Any dog kennel or other house used for animals shall be at least twenty-five (25) feet from any boundary line and shall be screened from view by hedges or other shrubbery or evergreens except at designated area.

8. No house trailer or mobile home except recreational vehicles shall be used, stored or placed upon any lot. Recreational vehicles shall not be set up either temporarily or permanently or otherwise connected with or attached to electrical outlets or other utilities. No detached structures or buildings of any kind shall be used, stored or placed upon any lot except as provided, or except as permitted in writing by the Owner and Developer. No bus, heavy equipment, tractor-trailer rig (separate or in combination), houseboat, wrecked vehicle of any kind, vehicle in disrepair of any kind, or building materials not for immediate use on the lot shall be placed, stored or parked upon any lot.

9. A perpetual easement is reserved on each lot, as shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind, except fencing, shall be erected or maintained upon or over said easement.

10. All driveways on any lot shall be either paved with asphalt or of concrete material or covered with brown pea gravel so as to give an appearance of a concrete driveway with a brown aggregate finish.

11. All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no block, concrete or plastered foundations shall be exposed to the exterior above grade level.

Any fence constructed adjacent to, or within two hundred (200) feet, of any street in this subdivision shall be of stone, brick, or wood, and shall contain no wire. The area designated by Lake Meadow Ventures for the tennis courts and the 100 foot lake access area shall be excluded from this provision.

12. No clothes line shall be permitted in any yard or attached to the exterior of the house in any manner. All garbage or trash receptacles shall be concealed behind shrubbery or screening constructed of building materials identical to the house on the lot.

13. There shall be no outside radio antennas or towers requiring guy wires allowed unless approved by the homeowner's association in writing. All land owners shall be restricted to the use of the existing utility cables, lines and poles unless a deviation is granted by the homeowner's association.

14. All boat docks or any other structures designed to float and be maintained on Boone Lake shall be approved by the homeowner association, by the United States Army Corp of Engineers and the Tennessee Valley Authority. There shall be no unmotORIZED boat houses or structures designed for temporary or permanent habitation.

Any boat docks, boat slips or other structures designed to float or otherwise be maintained on Boone Lake shall be constructed of new materials and must be kept in a neat appearance.

15. No one may use the 100 foot lake access easement in any manner different from other members of the homeowner's association or landowners in Lake Meadows Subdivision. No such individuals shall be allowed to construct any structures or alter the easement in any manner whatsoever unless by approval of the homeowner's association.

16. No building, residence, or other improvement (all herein after referred to as "building") shall be erected, placed, altered or permitted to remain on any lot in the subdivision until the building plans and/or specifications and the plot plans showing the location of such building, or alteration, have been approved in writing as to conformity and harmony with the existing structure in the subdivision by Lake Meadow Ventures or Lake Meadows Home Owner's Association, Inc., or a representative or representatives from time to time duly appointed by them. In the event that Lake Meadow Ventures or Lake Meadows Home Owner's Association, Inc., or their designated representative or representatives, fail to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted for approval, or if no litigation to enjoin the erection of such building or the making of such alteration completion thereof, then this covenant will be deemed to have been fully complied with. The powers and duties of Lake Meadow Ventures and its designated representative or representatives, shall cease upon the sale of 75% of the total number of lots of Lake Meadows Subdivision. At such time these powers and duties shall be assumed by the Home Owner's Association. Lake Meadow Ventures or Lake Meadows Home Owner's Association, Inc., may delegate the enforcement of these provisions and all other provisions in these restrictions not only to a representative or representatives of them, but also to a committee of owners of lots, or any homeowner's association whose members are owners of lots in Lake Meadows Subdivision.

17. Any and all purchasers of a lot or lots in Lake Meadows Subdivision, by acceptance of a warranty deed for such lot or lots adopts, accepts and approves this declaration of restrictions. In addition, by acceptance of a warranty deed for a lot or lots in Lake Meadows Subdivision, any and all purchasers agree to join any homeowner's association which now is in existence or hereafter created to serve lot owners in Lake Meadows Subdivision, and each purchaser of any lot or lots further agrees that he will pay membership and/or user fee requirements of such homeowners association.

18. A nonprofit corporation known as "Lake Meadows Home Owner's Association, Inc." has been organized and review of the articles of incorporation and by-laws is recommended to all prospective purchasers, who upon the purchase of a lot in Lake Meadows Subdivision, will automatically become a member of such nonprofit corporation.

19. Grass, weeds and vegetation on each lot sold shall be kept mowed by the owner at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from property. Until a home or residence is built on a lot, the undersigned, or the Homeowner's Association may at their option have the grass, weeds and vegetation cut when and as often as the same is necessary in their judgment, and have dead trees, shrubs and plants removed from the property and the owner of such lot shall be obligated to pay for the cost of such work.

560

ENFORCEMENT

Any property owner within this Subdivision shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens, etc., now or hereafter imposed by the provisions of this declaration. Failure of 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.

In the event legal action is instituted to enforce such covenants or restrictions, the prevailing party shall be entitled to reasonable attorney's fees, and actual costs and expenses incurred in connection with such action.

AMENDMENT

The covenants and restriction of this declaration shall run with and bind the land, for a period of fifty (50) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The covenants or restrictions herein contained may be amended at any time by an instrument signed by the owners of not less than seventy-five per cent (75%) of the lots within this subdivision.

EXECUTED this 9 day of July, 1982.

IN TESTIMONY WHEREOF, the Owners and Developers by Power of Attorney have hereunto set their hands and seals on this the day and year first above written.

EARL WILSON  
JACK C. SEATON  
JOHN E. SEEHORN  
SHEFFIELD AUTO MART, INC.

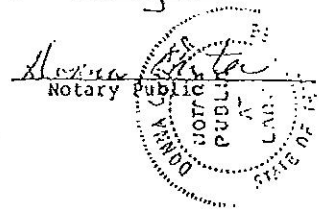
By Anthony A. Seaton  
ANTHONY A. SEATON  
Attorney In Fact (See Misc.  
Book 105, page 518).

Anthony A. Seaton  
ANTHONY A. SEATON

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, ANTHONY A. SEATON, with whom I am personally acquainted and who, upon oath, acknowledged that he executed the foregoing instrument as Attorney In Fact for EARL WILSON, JOHN E. SEEHORN, JACK C. SEATON and SHEFFIELD AUTO MART, INC., as the free act and deed of each of these individuals and entity for the purposes therein contained, pursuant to and in accordance with their power of attorney.

WITNESS MY HAND AND OFFICIAL SEAL at office in the State and County aforesaid, this the 9<sup>th</sup> day of July, 1982.

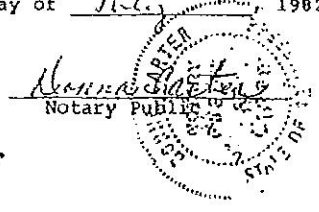


My commission expires: 7-31-84.

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, ANTHONY A. SEATON, the within named bargainor, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL at office in the State and County aforesaid, this the 9<sup>th</sup> day of July, 1982.



My commission expires: 7-30-84.

STATE OF TENNESSEE - WASHINGTON COUNTY  
Received for Record the 9 day of July, A.D. 19 82  
at 8:30 o'clock AM Noted in Book 138 Page 293  
and recorded in Map Book 105 Page 557  
State Tax \$      Clerk's Fee \$      Recording Fee \$ 15.00  
Total \$ 15.00 Receipt No. 41121 Charles B. Beard, Reg.  
By Anthony A. Seaton Deputy

AMENDMENTS TO RESTRICTIVE COVENANTS  
LAKE MEADOWS SUBDIVISION

WHEREAS, by instrument dated July 9, 1982, duly recorded in the Register's Office for Washington County at Jonesborough, Tennessee, in Misc. Book 105, page 557, to which reference is here made;

And whereas, said instrument provides for the amendment of said covenants and restrictions by an instrument signed by the owners of not less than seventy-five (75%) of the lots within this subdivision.

And whereas, the following owners of lots within said subdivision, desire to amend the General Restrictions as contained in said Restrictive Covenants, by adding the following General Restrictions, to-wit:

20. The minimum square footage requirement for a home in Lake Meadows Subdivision is to be set at 2000 square feet.

21. Material used for exterior construction of homes shall be of wood and/or stone, with roofs of cedar shake shingles.

22. Any attachment to, such as satellite dishes or propane tanks, or any structures constructed or erected other than the primary residence must be approved by the Board of Directors of Lake Meadows Home Owner's Association, Inc. and shall be enclosed from view by a fence of the same or aesthetically similar material as used in the primary residence.

23. Any outstanding user or membership fees assessed by the Lake Meadows Home Owner's Association which are unpaid shall accrue at the rate of 1 1/2% per month (18% annually) from the date of assessment, and shall likewise constitute a lien against the property.

24. Any structure not completed within 12 months, or within any time extension granted by the Lake Meadows Board of Directors in writing, shall be considered as waste or refuse and all materials and structures may be removed, at the direction of the Board of Directors, from the property, and the owner shall be obligated to pay for the costs of such work, including any collection costs or attorney fees incurred. In the alternative, and at the discretion of the Board of Directors, an injunction shall be sought to prohibit the further maintaining of such waste or refuse.