

**LAKE MEADOWS SUBDIVISION  
RESTRICTIVE AND PROTECTIVE COVENANTS  
OUTLINE  
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Exhibit A  
**LAKE MEADOWS SUBDIVISION  
RESTRICTIVE AND PROTECTIVE COVENANTS**

**I. DECLARATION(S)**

The Lake Meadows Homeowner's Association hereby makes the following declarations as to limitations, restrictions, protections, uses, etc. and hereby specifies that such declarations shall constitute the restrictive and protective covenants, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of all owners in Lake Meadows' Subdivision upon adoption of this document.

**II. PURPOSE(S)**

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to protect all owners' property values, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired architectural design, use, and tone of our community, and thereby to secure each property owner the full benefit and enjoyment of his or her property, with no greater restriction than is necessary to insure the same advantage(s) to the other property owners in our subdivision.

**III. DEFINITIONS**

**A. Back Yard**

All area in back of the back principal line of the dwelling furthest from the street extending to owner's back property line.

**B. Building or Structure**

Any organized man-made shelter erected on a lot.

**C. Common Area**

All the real property and improvements thereon owned or leased by the Lake Meadows Homeowners Association for the common use and enjoyment of all owners within our subdivision. This area includes, but is not limited to, the swimming pool area, the tennis court area, the boat dock, boat ramp and parking area.

**D. Dock**

Any structure permanent or floating, maintained on Boone Lake to allow the owner access to the lake, to house and/or launch a vessel.

**E. Dwelling**

Any organized structural shelter built or erected on a lot for the purposes of habitation by human beings.

**F. Earth Tone**

The color of "earth"; brown, tan, beige or gray in color.

**G. Front Yard**

The area of land in front of a dwelling extending from the front principal line of a dwelling to the street or to the owner's front property line nearest the street.

**H. Improvement**

Any alteration, addition or enhancement to a dwelling that requires the homeowner to obtain a building permit from Washington County, Tennessee or other governmental agency having jurisdiction.

**I. Lake Meadows Architectural Committee**

A five (5) member board of Lake Meadows owners appointed annually by the Board of Directors to review building projects, to review new materials or products, as delegated to the committee by the Board, consisting of a chairperson, a secretary and three (3) members at large.

1. All members at large shall serve a one (1) year term.
2. The chairperson and secretary shall serve an additional year as members at large on the next newly appointed architectural committee for continuity of architectural interpretation.
3. The architectural committee shall meet on a quarterly (90 days) basis, or as otherwise directed by the Board of Directors.
4. The architectural committee shall not conduct business unless at least three (3) members are present.
5. The architectural committee must keep minutes of their meetings that shall be given to the Board of Directors within 10 days of any meeting.

**J. Lake Meadows Homeowners Association**

A non-profit association made up of all property owners within the Lake Meadows Subdivision.

**K. Lake Meadows Homeowners Association Board of Directors**

A board of (5) five owners voted upon annually by majority vote of the owners in Lake Meadows Subdivision.

1. Duties of above said board are defined in the by-laws of the Lake Meadows Homeowners Association as set forth July 8<sup>th</sup>, 1982.

**L. Lot**

Any lot identified by an alphanumeric designation on the Plat for Lake Meadows Subdivision for Single-Family residential development recorded on the Plat in the Register's office for Washington County, Tennessee.

**M. Plat**

The subdivision plat of Lake Meadows depicting the property boundaries of the Single-Family lots contained within our subdivision and recorded in the Register's office for Washington County, Tennessee.

**N. Unattached Structure**

Any organized manmade building or structure erected on an owner's lot that is not directly and permanently attached to the primary dwelling, excluding boat docks.

**IV. GENERAL RESTRICTIONS AND PROTECTIONS**

The following restrictions and protections shall apply to all new construction and alterations upon adoption of this document.

**A. Easements**

Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct or alter any natural drainage course(s) as they now exist.

**1. Utility Easements**

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, etc.

and no structure, building, or extension of a structure, except fencing, shall be constructed, erected or maintained over said easement.

**2. Lake Access**

- a. All lot owners in Lake Meadows Subdivision shall be granted use and access to the 100-foot common access to Boone Lake.
- b. No lot owner may use the 100-foot common lake access easement in any manner different from any other lot owner in Lake Meadows Subdivision.
- c. No lot owner may construct or erect any structure within the Lake Meadows Common Area without expressed written consent from the Lake Meadows Homeowners Association.
- d. No lot owner shall be allowed to store watercraft, trailers, vehicles or personal belongings in the Common Area. Parking in the common area is allowed only in accordance with the Common Area Rules and Policy (See Addendum I).

**3. Tennis Courts, Swimming Pool, Boat Dock, Boat Ramp and Common Areas (See Addendum H).**

No guest(s) of an owner or children under the age of twelve (12) shall be allowed in the Swimming Pool, Tennis Courts, Boat Dock, Boat Ramp or Common Areas unless accompanied by an adult Lake Meadows owner or his adult designee. All owners shall be granted equal access and enjoyment of all Common Areas. Users of the Common Areas are expected to leave the area clean and litter free.

**a. Tennis Courts**

The tennis court is for the play of tennis only. Proper attire, including tennis shoes (no black soles) and proper demeanor and sportsmanship is expected. The use of the court as children's play area damages the court surface and is not permitted. Wheeled toys, skates, skateboards, rollerblades, etc. are prohibited. Food and beverages (excluding water) should be left outside the court area. Glass containers are not permitted on the court. No Pets.

**b. Swimming Pool**

Lake Meadows Homeowners Association does not supply a lifeguard in the Swimming Pool area. All owners accept responsibility for their own safety and the safety of their guests when using our pool. For everyone's safety, please do not bring glass items into our Swimming Pool area. No Pets.

**c. Boat Slips**

All Boat Slips in the Common Area are the property of the Lake Meadows Homeowners Association and shall be rented and governed in accordance with the adopted Boat Slip Rental Policy (See Addendum I).

**B. Property Use**

All lots in Lake Meadows Subdivision are to be used for residential purposes only. No building or structure shall be erected thereon to be used for the purposes of any trade, manufacture, drilling, mining or any other business.

**1. Mobile Homes or Relocated Homes**

No mobile, pre-fabricated or relocated homes shall be stored or in any other way used on any lot in Lake Meadows Subdivision.

**C. Building Type**

1. No lot shall be used or developed except for single-family residential purposes.
2. There shall be only one main family dwelling erected on each lot.

**D. Building Location on the Lot**

No building or structure shall be located on any lot nearer to the front lot line or nearer to any other lot line than the minimum building setback lines as shown on the Plat of said subdivision heretofore referred to, and in compliance with any zoning ordinances and regulations of Washington County, Tennessee.

**E. Building Time Frame and Completion**

Any structure or dwelling not completed within twelve (12) months, or within any written time extension granted by the Lake Meadows Homeowners Association Board of Directors, may be considered 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 any and all costs associated with the demolition and removal of said waste or refuse including attorney or legal fees associated with such proceedings.

**F. Clothes Lines**

No clothes line(s) shall be permitted in any yard or attached to the exterior of the house or dwelling.

**G. Obstruction of Views**

Due consideration must be given to the impact planned construction and landscaping will have on neighboring dwellings. The Board reserves the right to deny applications for new construction and/or landscaping that they deem to excessively obstruct the view of neighboring lots.

**H. Decorations**

Displays of exterior decorations such as Christmas lights and/or decorations shall be removed within a reasonable time frame following the holiday.

1. No display deemed excessive either in size, number or extent so as to be an irritant or nuisance to neighbors within our community shall be allowed.

**I. Livestock**

No poultry or livestock shall be kept or maintained on any lot at any time. The keeping or raising of dogs, cats or other animals for commercial purposes is expressly prohibited.

**J. Lot Maintenance**

Grass, weeds and vegetation on each lot shall be kept mowed, trimmed and in neat appearance at all times. All dead or damaged trees or shrubs shall be removed promptly.

1. Vacant Lots without a primary dwelling constructed on them must be kept mowed and tidy.
  - a. The Lake Meadows Homeowners Association Board of Directors reserves the right to, at their discretion, have the grass, weeds and vegetation cut or removed from any unkempt lot at the owner's expense.
2. Grass Clippings, weeds or refuse shall not be dumped or blown into the streets of our subdivision.

**3. Garbage and Trash**

All garbage, waste, building materials and trash shall be properly placed in appropriate containers and disposed of according to ordinances and regulations of Washington County, Tennessee. Waste receptacles must be concealed from sight or enclosed within approved fencing or shrubbery.

**4. Signs**

No signs of any kind shall be displayed to public view on any lot except professionally lettered signs in good taste and must not be larger than thirty six (36) inches wide by twenty four (24) inches high in size.

a. All political campaign signs shall only be displayed for 30 days prior to an election and must be promptly removed from the property following an election.

**5. Storage of Building Materials**

No building material of any kind or character shall be placed or stored upon the property or in the streets surrounding an owners lot, until the owner has secured all necessary permits including but not limited to approval of their home plans by the Lake Meadows Homeowners Association Board of Directors and is ready to commence immediate construction of, or improvement of any structure or dwelling on the lot.

**6. Vehicles**

All immobilized, wrecked or vehicles without a registered valid current license plate shall be promptly removed from all lots, or stored completely within the garage of each dwelling. No vehicles are to be disassembled or repaired in the streets or driveways of our neighborhood unless completed, enclosed within a garage.

**7. Recreational Vehicles**

Recreational Vehicles shall not be used as temporary or permanent dwellings for extended periods of time.

**K. Pets**

All dogs, cats and other animals are to be kept in strict compliance with laws governing our county. All dogs in Washington County are to be kept on a leash when not restrained behind fences or in an enclosure.

1. All dog and pet kennels shall be kept at least 25 feet from all boundary lines of owner's lot and shall be screened from view enclosed within approved fencing or shrubbery.

**L. Right to Know**

All owners shall have a "Right to Know" what building projects are proposed within Lake Meadows. The Board shall notify all owners of all construction projects currently under their review by placing a publicly displayed sign on the property under review upon submission of a valid building application to the Board and extending for not less than a thirty (30) day period.

**M. Septic Systems**

All owners shall maintain their septic systems and field lines in proper working order and in compliance with standards set forth by the Washington County Office of the Environmental Protection Agency so as not to create seepage, odors or other nuisances to their neighbors.

**N. Speed Limit**

There is a twenty (20) mile per hour speed limit on all streets in Lake Meadows Subdivision. This speed limit has been set for the safety of everyone in our community. Please be especially mindful of walkers, children and animals as you drive through the neighborhood.

**V. ARCHITECTURAL PROTECTIONS AND RESTRICTIONS**

All new dwellings will conform to the prevailing rustic or contemporary architectural style of the subdivision, so as to ensure the architectural integrity and harmony of the community.

**A. Dwelling Quality and Size Restrictions**

1. All dwellings erected on lots in Lake Meadows shall be of high quality workmanship and materials. Owners within our community are encouraged to submit for approval new materials that may reflect the intent of these covenants and restrictions for the Board to review.
2. All dwellings shall contain a minimum of two thousand (2000sq. ft.) square feet of finished heated living space above grade level of the ground.
3. New dwellings shall be in scale and proportion to surrounding structures as regards to overall size and height.

**B. Exterior Materials**

1. The exterior of all buildings, structures or dwellings shall be covered in natural earth tone woods, stone or a combination thereof approved by the Lake Meadows Homeowners Board of Directors.
2. Red brick, stucco finishes, aluminum siding and vinyl siding are specifically prohibited.
  - a. Vinyl, aluminum or fiberglass materials may only be used in soffits, downspouts or other fascia and trim work applications as approved by the Lake Meadows Homeowners Association Board of Directors.
3. Dwellings shall not be constructed of Logs or Log-Type Timbers.

**C. Roofing Materials**

All roofs in Lake Meadows shall be covered in wood cedar shakes or other material of similar appearance in texture and color approved by the Lake Meadows Homeowners Association Board of Directors.

**D. Windows**

Windows shall be casement windows made of solid panes without grills.



**E. Driveways**

All driveways on any lot shall be made of either poured non-tinted gray concrete, black asphalt, or an earth tone stone aggregate finish mixed into gray non-tinted poured concrete.

**1. Temporary Driveways**

Temporary use of crushed rock or gravel is permitted only while a dwelling is under construction. Final finish of concrete or asphalt is required as soon as weather and settling will practically allow upon the owner taking occupancy.

**F. Fences**

1. No fence shall be constructed in the front or side yard of any dwelling.
2. All back yard fences shall be constructed of wood or stone approved by the Board of Directors.
3. Chicken wire and chain-link fences are expressly prohibited.

**G. Garages**

All dwellings in Lake Meadows Subdivision are required to have a garage sufficient in size to house two (2) full size automobiles. Garage doors shall be of an earth-tone color and in harmony with the overall dwelling.

**H. Docks and Boat Slips**

All boat docks or any other structures constructed and maintained on Boone Lake shall be approved by the Lake Meadows Homeowners Association Board, by the United States Army Corp. of Engineers, Tennessee Valley Authority and any other agency required by law. All boat docks and slips are to be constructed of high quality materials compatible in appearance with the dwelling and maintained in a neat appearance.

**I. Landscaping**

All homeowners must submit a detailed Landscaping Plan as part of their building application prior to commencing construction. The Lake Meadows Homeowners Association Board of Directors must approve landscaping Plans and a copy must be kept on file with the Board of Directors for periodic review.

1. Homeowners may make improvements through modification of landscaping on their lot so long as all new landscaping complies with the restrictions and provisions set forth in this document.

**J. Unattached Structures**

Owners are allowed one (1) unattached structure or building. All unattached buildings and structures must be constructed of materials similar to and in harmony with the main dwelling on the owner's lot and shall be subject to the building application process.

**VI. PROTECTIVE AND RESTRICTIVE COVENANTS ENFORCEMENT**

**A. All New Home Construction Must Be Approved by the Board of Directors.**

Owners planning new construction must submit a completed Lake Meadows Building Application to the Board of Directors ten (10) days prior to a meeting of the Board of Directors to approve or disapprove construction.

**B. Failure of the Board to Act Shall Constitute Approval.**

Should the Board of Directors fail to approve or disapprove a valid request to commence construction by a requesting owner by responding in writing within thirty (30) days of receipt

of all the necessary drawings and materials needed to approve or disapprove the requested construction shall constitute approval to commence construction.

**C. All Home Improvements Requiring A Building Permit Must Be Approved by the Board of Directors**

Substantial Exterior Home Improvements shall be considered as new construction and must adhere to the same qualifications for approval as a new home. Substantial Home Improvements may include, but is not limited to the following: Increases in the size of the heated or cooled living space of the dwelling, Sun Rooms, Covered or Screened Porches, Added decking or any change in roof lines.

**D. Covenant Compliance Review Requests**

All complaints of perceived breach or violation of a Covenant must be submitted to the Lake Meadows Homeowners Association Board of Directors in writing by completing a Covenant Compliance Review Request Form. The Board of Directors shall not act without a properly completed and signed Covenant Compliance Review Request Form. Covenant Compliance Review Request Forms can be obtained from any Director on the Board.

**E. Board Retains Right of Inspection and Injunction**

The Lake Meadows Homeowners Association Board of Directors retains the right to request an inspection of all new construction including home improvements. When necessary, the Board also retains the right to seek an immediate injunction to halt construction not in compliance with the Restrictive and Protective Covenants of Lake Meadows.

1. The Board of Directors shall make Inspection Requests to the owner in writing. The owner shall grant an opportunity for the Board to make their inspection within ten (10) days of receiving an Inspection Request Form from the Board of Directors.
2. No inspection will be considered valid and complete without at least three (3) members of the Board of Directors present at the inspection.
3. Owners served with an injunction to cease construction must do so immediately until acceptable remedies to bring the construction into compliance can be agreed upon by both the owner and the Board.

**F. Fifteen (15) Day Response to All Covenant Compliance Review Requests**

The Lake Meadow Homeowners Association Board of Directors shall acknowledge in writing all Request of Covenant Compliance Reviews within fifteen (15) days of receiving a signed, properly completed Request Form. Forms can be obtained from any Director on the Board.

1. Should the Board of Directors defer action to the Architectural Committee, the Architectural Committee must take meet and report back to the Board within fifteen (15) days of being charged to review a compliance violation.
2. All Covenant Compliance Reviews are expected to be completed within thirty (30) days.

**G. Written Notification of Covenant Noncompliance**

Should the Lake Meadows Homeowners Association Board of Directors determine a homeowner is indeed in noncompliance of the Protective and Restrictive Covenants of the Lake Meadows Subdivision, they must notify the homeowner of the violation and give the homeowner a reasonable time frame in which to make the necessary changes to establish compliance by giving the homeowner a written and signed Notification of Covenant Noncompliance Form stipulating the specific noncompliance and the time period granted to make the necessary changes to comply.

**H. Fine for Covenant Noncompliance**

The Lake Meadows Homeowners Association Board of Directors reserves the right to invoke up to a two hundred and fifty (\$250) dollars per day fine on any homeowner who does not make the requested changes to comply with the Protective and Restrictive Covenants of Lake

**I. Legal Protection of Covenants**

The Lake Meadows Homeowners Association Board of Directors reserves the right to take legal action to insure compliance with the Protective and Restrictive Covenants of Lake Meadows Subdivision.

1. The Board of Directors shall notify all owners of the Board's intent to take legal action to remedy continued noncompliance with these covenants.
2. The Board of Directors shall not take legal action on any owner who has not received a properly documented Notification of Covenant Noncompliance Form.
3. The Board of Directors shall not take action on any homeowner prior to expiration of the granted time to comply issued on the Notification of Covenant Noncompliance Form.

**J. Changes to Addendums**

The Lake Meadows Homeowners Association Board of Directors may from time to time make changes to the attached addenda to keep this document current and timeless. Changes to the Addendums are to be considered binding and part of this document. The Addendums are to be signed, dated by all Board members and distributed to all Lake Meadows owners.

**K. Conflicts of Interest**

Should the Lake Meadows Homeowners Association Board of Directors determine an owner who is serving on a governing committee or serving on the Board has a conflict of interest with an issue or conflict the Board is considering, the Board may at its' discretion ask the party in conflict to excuse himself from service on the committee or Board until the issue is resolved by the Board.

**VII. ATTACHMENTS/ADDENDA**

- A. Lake Meadows Construction Application
- B. Covenant Compliance Review Request Form
- C. Inspection Request Form
- D. Notification of Covenant Noncompliance Form
- E. Subdivision Plat of Lake Meadows
- F. List of all Lake Meadows Property Owners
- G. List of Local Schools, Churches and Services
- H. Common Area Rules and Policy
- I. Boat Slip Rental Policy

AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR LAKE MEADOWS SUBDIVISION

KNOW ALL MEN by these presents that the undersigned being more than Seventy Five (75%) percent of the lot owners of all of the lots embraced in Lake Meadows Subdivision placed upon the records in the Register's Office at Jonesborough, Tennessee in Misc. Book 105, at Page 557, the original Declaration of Restrictions for Lake Meadows Subdivision, amended in Misc. Book 147, at Page 377 and Misc. Book 170, Page 277, the undersigned owners desire to amend said restrictions as hereinbelow set forth in Exhibit "A" attached.

NOW, THEREFORE, the undersigned do hereby amend said Restrictions as set forth in the attached Exhibit "A".

Other than as amended herein, the Declaration of Restrictions referred to hereinabove recorded in Misc. Book 105, at Page 557, amended in Misc. Book 147, at Page 377 and in Misc. Book 170, at Page 277, shall remain in full force and effect.

DATED this the 7th day of MARCH, 2004.

*John W. Abbott*  
JOHN W. ABBOTT  
LOT 1D

*Lina Z. Abbott*  
LINA Z. ABBOTT  
LOT 1D

*C. Lee Browser*  
C. LEE BROWSER  
LOT 10D

*Jessie K. Browser*  
JESSIE K. BROWSER  
LOT 10D

*Robert D. Brumit, Jr.*  
ROBERT D. BRUMIT, JR.  
LOTS 5C, 6C, 7C

*Phyllis Brumit*  
PHYLLIS BRUMIT  
LOTS 5C, 6C, 7C

*Timothy J. Nolan*  
TIMOTHY J. NOLAN  
LOTS 6D AND 7D

*Ann A. Nolan*  
ANN A. NOLAN  
LOTS 6D AND 7D

State of Tennessee, County of WASHINGTON  
Received for record the 15 day of  
NOVEMBER 2004 at 3:56 PM. (RECR 370212)  
Recorded in official records  
file Roll 418 Issue 2338-2349  
State Tax \$ .00 Clerks Fee \$ .00.  
Recording \$ 162.00, Total \$ 162.00.  
Register of Deeds GINGER B. JILSON  
Deputy Register ANY HILLIS

THIS INSTRUMENT  
PREPARED BY  
LAW OFFICES  
DENNY & MILLIKEN  
P. O. BOX 1680 CNS  
JOHNSON CITY,  
TENNESSEE  
37602-3689