

FILE: HARDISON LAND TITLE

This instrument prepared by:
K. Brian Hay, Attorney at Law
506 N. High St.
Columbia, TN 38401

COVENANTS, CONDITIONS AND RESTRICTIONS FOR

OAK LAKE ESTATES SUBDIVISION

(Section 11)

KNOW ALL MEN BY THESE PRESENTS that whereas General Homes of Columbia, LLC (a Tennessee Limited Liability Company) is the owner of a certain tract of land known as Oak Lake Estates Subdivision, Section 11 situated in the Third (3rd) Civil District of Maury County, Tennessee, and shown by plat of record in Plat Book P15, page 33 Register's Office of Maury County, Tennessee and

WHEREAS, the owner desires to impose certain restrictions on the said subdivision;

NOW THEREFORE, for good and valuable considerations the undersigned does hereby encumber all lots of Oak Lake Estates Subdivision, Section 11, with the following restrictive covenants which will be embodied in any deed or deeds to be executed conveying said lots, the said restrictions being as follows:

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, changed or permitted to remain on any lot other than one single family dwelling, and/or an outbuilding, private garage or carport, provided that such outbuilding, private garage or carport must be constructed with the same outside finish as the single family dwelling and must be approved in writing by the Oak Lake Estates Architectural Review Committee.
2. No part of the restricted property shall be further divided after the sale of any such portion by the undersigned. The undersigned reserves the right to further

divide any portion of the restricted property prior to any sale thereof.

Thereafter, no owner, or owners of any said portion shall further divide their lot or parcel, unless the lot is divided to be combined with another lot to make a larger lot.

3. No improvement, including but not limited to dwellings, outbuildings, private garages, carports, fences, and swimming pools, shall be erected, placed, or attached on any lot until the detailed construction plans and specifications, and a survey showing the location of the structure have been approved by the Oak Lake Estates Architectural Review Committee. Said committee shall be appointed by owner and shall consist of at least three Individuals. The initial Architectural Review Committee shall be composed of Tommy Davis, Eugene Heller, and Robert Heller. In the event of the death, incapacity or resignation of any member of said committee the remaining members shall appoint a replacement.

4. No dwelling shall be permitted on any lot with a living area of less than 1200 square feet and any dwelling with more than one story shall have at least 800 square feet on the main floor. Basements, open porches, attached garages and breezeways are not to be included in computing the above minimum floor areas. All homes must have an attached garage or basement garage. No building shall exceed two stories in height above the grade level of the lot. No residence or other building of any nature shall be erected nearer than the building line set backs as shown on the plat of record for said subdivision. All dwellings shall be erected to face the street and where a lot is bounded by more than one street, the dwelling shall face the street on which there is a greater building line set back as shown on the plat of record of said subdivision. All driveways shall be permanently finished with asphalt, concrete or other similar materials.

5. A perpetual easement is reserved for utility installation and maintenance in

accordance with the utility easement designated on said plat.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used of any lot at any time as a residence. No prefabricated structures or structures moved from another location other than those set forth in paragraph 14 may be erected on any portion of the restricted property.
7. 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.
8. No lot shall be used or maintained for a dumping ground for rubbish, junk, trash, or motor vehicles of any nature. Trash, garbage, or other waste shall not be kept except in sanitary containers. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No individual sewage disposal system shall be permitted on any lot, unless said system is designed, located and constructed in accordance with the requirements, standards and resolutions of the public health authorities of the City of Columbia or Spring Hill as the case may be, County of Maury, and the State of Tennessee. Permits to install any sewage or waste disposal system shall be obtained from such authorities prior to use.
9. The right is reserved to the undersigned to cut all weeds and grass on unimproved *or improved* lots and in the event it becomes necessary for the undersigned to cut such weeds and grass on unimproved *or improved* lots then said lot owner should be personally responsible to the undersigned for such expense. *In the case of improved lots, the lot owner shall receive a fifteen (15) day written notice prior to any action being taken by the undersigned.*

10. No residence shall be constructed on any lot which shall have an outside finish of any material other than brick, vinyl siding, or material approved by the Architectural Review Committee as set forth in paragraph 3. On the front and ends of the houses, no bare foundation blocks (painted or unpainted) can show and must be covered with brick *to grade*.
11. No multi-family dwelling, apartment house, store, shop, boarding house, or Other commercial building shall be built, erected, or maintained on any of said lots. No residence shall be used for any business or commercial purposes.
12. Any fences that may be erected on the property must be erected on the rear portion of the lot. No front yard fence of any type shall be allowed. No fence shall exceed six (6) feet in height above the natural grade of the existing lot. Prior approval of scale plans stating the type and location of any proposed fence is required by the Architectural Review Committee as set forth in paragraph 3. Additionally, no "jungle gym" swings or structures, playhouses, basketball goals or other sports/play/recreational type paraphernalia or structures are allowed if visible from any street adjacent to the residence. The Architectural Review Committee as set forth in paragraph 3 requires prior Approval of any of the items listed in the previous sentence, regardless of invisibility from street.
13. All streets shown on the plat above referred to are hereby dedicated to public use as street.
14. All portable utility buildings or utility storage buildings, which shall be erected, must be of a style and exterior finish comparable to the exterior of the residence. Said building shall be no larger than one hundred fifty (150) square feet and shall be constructed on a permanent foundation. Prior approval of

scale plans stating the type and location of any proposed utility building or utility storage building is required by the Architectural Review Committee as set forth in paragraph 3.

15. No permanent electric service may be installed, connected, and activated until the dwelling on the lot being served by said electric service is completed on the exterior. Temporary or construction electric service may be installed and activated prior to the completion of the exterior.

16. All lot owners shall be required to complete construction of a residence on their lot within six (6) months from commencement of such construction.

17. All motor vehicles (including boats) or trailers regularly kept at the residence must be kept in the garage or in back of the house and must have evergreen trees planted in such a way to screen from the street. No junk motor vehicles or inoperable motor vehicles shall be kept at any residence. Additionally, any motor vehicles (including boats) or trailers which are visible from any street adjacent to the residence shall have good tires all around and a current, valid license plate.

18. All landscaping must be done in a timely and neat manner. No piles of dirt, mulch, or materials used for construction of driveways, outbuildings, or any other type of improvements, shall be left any longer than two (2) months without being used.

19. House and lot must be kept neat at all times. The Oak Lake Estates Architectural Review Committee or a committee of the Oak Lake Homeowners Association shall be the sole and uncontested judge of the meaning "neat". Violators can be sued to ensure compliance.

20. Any legal fees or court costs necessary to cause any of these restrictions to be

brought to compliance shall be paid by the party found to be in violation of these restrictions.

21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants, after which time said covenant shall be automatically extended from successive periods of ten (10) years unless an instrument signed by a majority of the owners of the property has been recorded in the Register of Deeds office of Maury County, Tennessee agreeing to change said covenants in whole or in part. For the purposes of voting to change these restrictions, a husband and wife, shall have one vote and unmarried owner shall have one vote provided, however, that no parcel shall be entitled to more than one vote regardless of the number of persons or entities which might own said parcel or portion thereof.
22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Said restrictions may be enforced by the undersigned or the owner or owners of any property in Oak Lake Estates. It is further provided that the failure to enforce said restrictions as to a violation or violations shall not be deemed as a waiver of such right as to any subsequent violation or violations, the right being a continuing one.
23. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
24. The discharge/firing of firearms is prohibited for any purpose other than as an act of self-defense.

