

File

EAWPWIN60RWTHAISCOTHEROAKLAKE5 CCR
This Instrument Prepared By
R. W. Hardison, Attorney at Law
219 W. Seventh Street
P. O. Box 1967
Columbia, TN 38402-1967

COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OAK LAKE ESTATES SUBDIVISION

(Section 5)

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 5, situated in the Third (3rd) Civil District of Maury County,
Tennessee, and shown by plat of record in Plat Book 10, at page 437, 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 5, 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.

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.

MAURY COUNTY, STATE OF TENNESSEE
Received for record this 16 of July, 1996, at 11:11 o'clock A.M.
Note Book 17, Page 443 Receipt # 77678 Recording Fee 24.00
State Tax 1297 Probate Fee 434 Total 24.00
Book 1297 Page 434, Witness my Hand,
MAURY COUNTY REGISTER OF DEEDS
BOOK 1297 PAGE 434 *A. Wayne White*

3. No improvement, including but not limited to dwellings, outbuildings, private garages, carports and fences, 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 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 Gordon Howard. 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 1,400 square feet and any dwelling with more than one story shall have at least 850 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 dwelling 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 either 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. All utilities services to the house shall be underground from pole to house.

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, 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 weed and grass on unimproved lots and in the event it becomes necessary for the undersigned to cut such weed and grass on unimproved lots then said lot owner shall be personally responsible to the undersigned for such expenses.

10. No residence shall be constructed on any lot which shall have an outside finish of any material other than brick, brick-veneer, stone, stone veneer, Perma-stone, Cast-a-stone, or equivalent, clapboard, Western cedar, board and batten, vinyl siding or equal. No bare foundation blocks (painted or unpainted) can show and must be covered with brick or other appropriate material.

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 jim" 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. Prior approval of any of the items listed in the previous sentence, regardless of invisibility from street, is required by the Architectural Review Committee as set forth in paragraph 3.

13. All streets shown on the plat above referred to are hereby dedicated to public use as streets.

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 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 driveway. 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. 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 form 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 an unmarried owner shall 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.

19. 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.

20. 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.

IN WITNESS WHEREOF, the parties have set forth their hands this 11th day of

July, 1996.

Eugene L. Heller
Eugene L. Heller, Member of General
Homes of Columbia, LLC

Reva G. Heller
Reva G. Heller, Member of General
Homes of Columbia, LLC

STATE OF TENNESSEE)

COUNTY OF MAURY)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Eugene J. Heller and Reva G. Heller, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged themselves to be Members of General Homes of Columbia, LLC (a Tennessee Limited Liability Company), being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company as Member.

Witness my hand and seal at office in the aforesaid state and county this 11th day of July, 1996.

SEAL

Perry D. Skoof
NOTARY PUBLIC

COMMISSION EXPIRES: April 30th 1998

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