

**RESTRICTIVE COVENANTS AND SUBDIVISION STANDARDS OF
LAKE FRONT VILLAGE, FRANKLIN COUNTY, TENNESSEE**

This declaration of restrictive covenants is made on the 13th day of May 2021, by Ronnie D. Prince (hereinafter referred to as "Developer") and Ronnie D. Prince and Gerald L. Ewell, Jr. (hereinafter referred to as "Owner").

This declaration of restrictions and covenants shall apply to all lots or parcels of land known as Lake Front Village, located in the 15th Civil District, Franklin County, Tennessee, as shown on plat of record in Envelope 692 pg 13, Register's Office of Franklin County, Tennessee.

Whereas the Developer and Owner desire to develop said property as a residential subdivision and to prove and adopt a uniform plan of covenants, easements, restrictions and conditions which will control and preserve the values, amenities, desirability and attractiveness of the real property within Lake Front Village.

Now, therefore, in consideration of the premises, the Developer and Owner agree and covenant with any and all persons, firms, corporations or other entities hereafter acquiring any of the property hereinabove described, and those persons agree and covenant that the same shall be and is hereby subject to the following restrictions, covenants, conditions and easements relating to the use and occupancy thereof, said restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and which inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property subject to this declaration by acceptance of a deed or other conveyance of any interest in or to said property, and regardless of whether the same shall be signed by such person and whether or not such person shall consent in writing, shall take such property interest subject to this declaration and to the terms and conditions hereof, and shall be deemed to have consented to the same.

PROPERTY SUBJECT TO THIS DECLARATION

The property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Franklin County, Tennessee and is more particularly described on a plat of Lake Front Village, which is recorded in Plat Envelope 692 pg 13, Register's Office of Franklin County, Tennessee.

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

Section 1. Single Family Residence. Only one (1) single family residential dwelling structure will be permitted to remain on any lot. The structure must not exceed two and one-half (2 ½) stories in height, plus a basement and a garage. No such residence shall be constructed on less than the equivalent of one full lot as shown on Plat(s). In no event shall any part of the main structure or garage be used as a second dwelling for rental purposes. No lot or lots conveyed in this subdivision shall be subdivided and altered in boundaries without the express approval of the Developer and Owner.

Section 2. Additional Structures. Additional structures of a supporting nature (cabanas, pool houses, detached garages, children's play or tree houses, gardening tool houses, etc.) will be permitted when their design and materials are in accord with the primary structure and the supporting building(s) are approved in size, design and materials and location by the Developer and Owner.

Complete plans, materials lists, location on the lot and visual rendering must be submitted to Developer and Owner at least sixty (60) days prior to any proposed construction. If not approved, amended plans may be resubmitted. If approved, construction shall begin promptly and in strict conformity with the plans. The Developer shall be entitled to stop any construction in violation of these restrictions. In the event the Developer fails within thirty (30) days to approve or disapprove, in writing, such plans and specifications, approval will not be required and this section will be deemed to have been fully complied with.

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the properties for a term of thirty (30) years from the date hereof, after which time they shall be automatically extended for successive period of ten (10) years.

Section 2. Amendments. Declarations may be amended during the first thirty (30) year period by an instrument signed by Owners of not less than fifty percent (50%) of the total lots. No Amendment to these Declarations shall restrict or limit the rights retained by the Developer or Developer's or which require written consent. Any amendment to these declarations shall only become effective when an instrument evidencing such change and signed by the appropriate parties has been filed with the Register's office of Franklin County, Tennessee.

Section 3. Governing Law. This Declaration shall be construed under and governed by the laws of the State of Tennessee.

Section 4. Covenants Running with the Land. Each and every declaration, covenant, condition and restriction set forth herein is for the benefit of all owners, their successors and assigns and shall be deemed to be covenants running with the land. Each owner shall be deemed to have assumed all obligations of the Declaration relating thereto.

Section 5. Severability. Invalidation of one or more of these restrictions by judgment, court order or otherwise shall not affect any of the other provisions not expressly held to be void and all such remaining provisions shall remain in full force and effect.

Section 6. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Lake Front Village to bring an action against the violating party at law or in equity for any claim which these restrictions may create either to prevent said person, firm or corporation from doing such acts or to recover damages for violation. Any failure by the Developer or any property owner to enforce any of said covenants and restrictions or other

provisions shall in no event be deemed a waiver of the rights to do so thereafter. If it becomes necessary for any party to file suit to enforce any of these covenants or conditions, a party found guilty of violating this Declaration shall be required to pay a reasonable attorney's fee to the attorney representing the party petitioning for enforcement of this Declaration.

Section 7. Dwelling Quality and Size. All dwellings shall be of good quality workmanship and materials. The minimum heated floor area shall be as follows:

	1 st Floor	2 nd Floor
1 Story	1200 sq. ft.	----
1 ½ Story	1200 sq. ft.	600 sq. ft.
2 Story	1200 sq. ft.	800 sq. ft.

All one (1) story homes must have a minimum total area of 1500 sq. ft.: the 1200 sq. ft. of heated space plus at least 300 sq. ft. of covered porch and/or enclosed garage.

Section 8. Location of Improvements Upon the Lot. No buildings shall be located upon a lot nearer to the front or side property lines than the minimum building setback lines depicted on the recorded plat. Subject to applicable laws and subdivision regulations, any owner of one or more adjoining lots (or portions thereof) may consolidate such lots into one single family residence building site, with the privilege of constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage for the most restrictive of the lot composited. Developer, as part of the plans approval process, may limit the total size or bulk of structures given the size of the lot.

Section 9. Landscaping. The lot owner shall install landscaping in the front and side yards of the house. This landscaping shall be installed within 180 days of the certificate of occupancy. All areas not specifically prepared with bedding materials or shrub material shall be grassed. The use of any portion of the lot for agricultural purpose, vegetable garden or for the use of unmanicured landscape materials such as native grasses and wild flowers is expressly prohibited when such yards are visible from the street or an adjoining lot.

Section 10. Mailboxes. Only one mailbox/newspaper box per single family residence shall be allowed. All mailboxes/newspaper boxes shall be of a type and style and located on the respective lots as approved by the Developer and/or Owner.

Section 11. Lighting. Outside light posts and lighting fixtures shall be of a type and style and located on the respective lots as approved by the Developer and/or Owner.

Section 12. Driveways. Driveways must be constructed of asphalt or poured in place concrete at least eleven (11) feet in width. Curb crossing during construction shall be restricted to the area of the future curb cut for the permanent drive so as to minimize curb damage. The

Section 13. Prohibition of Certain Activities. No activity shall be carried out on any lot which is not related to single family residential purposes. No home occupation which accepts delivery from a commercial service or admits the public is permitted. No lot shall be used for a rooming house, boarding house, group home, treatment facility, halfway house, commercial living or similar use. Each owner shall refrain from any act through the use of his lot which reasonably causes embarrassment, discomfort, annoyance or nuisance to the neighborhood or any neighbors. No noxious, offensive or illegal activity shall be carried on upon any lot. No noise may be created that reasonably disturbs the peace and quiet of the occupants of the surrounding property.

Section 14. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers. Any permitted pets are not allowed to run loose. Notwithstanding the foregoing, no vicious dogs nor any dog more than ten percent (10%) pit bull terrier, Rottweiler, German shepherd, Staffordshire terrier or mastiff shall be kept or permitted on any lot.

Section 15. Fences, Walls, Planters. No wall or fence shall be erected or maintained on any lot nearer to the front lot line than five (5) feet behind the front line of the main residential structure. Plans for all side or rear fences, screens, walls or enclosures must be approved by the Developer and/or Owner in writing prior to construction. All such approved structures shall be maintained in an attractive state of repair.

Section 16. Visual Screening on Lots. The Owner or occupant of all lots shall in no event use any lot for storage of material and equipment except for normal residential and construction requirements or permit the accumulation or burning of garbage, woodpiles or storage piles shall be screened to as to conceal them from view of neighboring lots or streets. The drying of clothes in public is prohibited.

Section 17. Lot Maintenance. All lots shall be kept at all times in a sanitary, safe, neat or orderly manner and shall be mowed regularly whether occupied or unoccupied by a dwelling. The Owner and Developer reserve the right to have any lot mowed which is not in compliance with this restriction and to assess all charges against the owner of the lot.

Section 18. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any lot except for the purpose of advertising the property for sale. Total size of any such signs shall not exceed four (4) square feet per side.

Section 19. Removal of Dirt and Trees. No removal of dirt, trees, etc. shall be permitted which change elevation that materially affect surface grades of surrounding lots without the written approval of the Developer.

Section 20. Antennae. No electronic, radios, television or other type of device for transmitting or receiving signals shall be erected, constructed, placed or permitted to remain on

any lot, house or building unless located to the rear of the house or the rear of the roof ridge line or gable of the main structure so as to be hidden from sight when viewed from the fronting street or interior lots or when viewed from the fronting street and the siding street on corner lots.

Section 21. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, motorhomes, camper rigs of truck, watercraft, boat-rigging or any item deemed offensive by the Owner or Developer shall be stored permanently or semi-permanently on a public street, right-of-way or driveway. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence. No junk yard shall be maintained in the subdivision, nor shall farm equipment nor commercial trucks larger than three-quarter ton pickup trucks be parked in said Subdivision longer than is necessary for moving or for construction and maintenance then in progress. No metal outbuildings of any type will be permitted.

Section 22. Building Materials. All building materials, whether for initial or subsequent construction, shall be of high quality guided by industry standards and applicable local building codes. Buildings shall be constructed of brick, stone, horizontal lap siding, vertical siding (any siding shall be of Hardie-board equivalent quality) or a combination of other high quality building materials approved by the Developer. There shall be no exposed concrete block foundations. All houses will be constructed in a "cottage style." No more than thirty-five percent (35%) of exterior wall structure (measured by sq. ft.) shall be brick or stone. All roof material shall be dimensional asphalt shingle, 30-year guarantee or better cedar shake or seamless metal roofing installed with no visible screws.

Section 23. Building Location. No building shall be located on the lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than ten (10) feet to any interior, side or rear lot line.

Section 24. Swimming Pools. Swimming pools shall not be nearer than ten feet to any lot line and must be located to the rear of the main dwelling and below ground level. All swimming pools shall be fenced for safety purposes.

Section 25. Building Maintenance. All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, walks and other exterior improvements, cutting grass, lawn maintenance and proper attention and care for all trees, shrubs and other landscaping.

Section 26. Government Requirements. Each owner shall observe governmental building codes, health regulations, zoning restriction and other regulations applicable to his lot. In the event of any conflict between any provisions of such governmental code, regulations or restrictions and any provision of this Declaration, the more restrictive provisions shall apply.

Section 27. Unintentional Violations. In the event of unintentional violation of any of the foregoing restrictions with respect to any lot, the Developer and/or Owner reserves the right to change, amend or release any of the foregoing restrictions as the same may apply to that particular lot in his sole discretion.

Section 28. Utilities. All public and privately owned electrical, telephone, cable television, gas, water, sewer lines and communications lines shall be installed in such a manner as to provide underground service from the street to the house or premises being served.

Section 29. Construction Diligence. All construction work must be completed with all due diligence. No incomplete structure shall be permitted to exist without active construction for more than ninety (90) days. Construction of any structure shall be completed within twelve (12) months from the date of ground breaking.

Section 30. Garages. The garage must be for not less than two (2) cars nor require more than three (3) doors, either single or double doors. Garages shall not open to the front nor face the major street on which the main dwelling fronts; however, the Developer may waive this restriction on an individual lot basis depending on the style of house plans, size and dimensions of lot. Garage doors should have automatic garage door openers installed and doors must be kept closed when not in use

Section 31. Garbage Disposal. Garbage must be deposited in secure and tied plastic bags for pickup but shall not remain uncollected for a period exceeding 26 hours.

Section 32. Inability of Developer to Act. Should Developer, due to death or disability, be unable to fulfill his obligations and responsibilities set forth herein, Owner, either of them, or Owners' heirs or representatives may solicit and appoint another person with the same power, responsibility and authority as retained by Developer herein.

ARCHITECTURAL CONTROL

No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, swimming pool, outbuilding or improvement of the exterior shall be constructed without obtaining the prior written approval of the Developer and/or Owner as to the location, plans, materials and specifications. As a prerequisite to work, a copy of the plat, building plans, materials and specifications shall be submitted to the Developer. The Developer shall be the sole arbiter of such plans and may withhold written approval for any reason, including purely aesthetic considerations. Upon giving written approval, construction shall be started and prosecuted to completion.

Ronnie D. Price certifies that he is the true and lawful developer of the land shown on the plat of Lake Front Village, Plat ~~692~~ 692, pg 13, Franklin County, Tennessee, and Ronnie D. Prince and Gerald L. Ewell, Jr. certify that they are the owners of Lake Front Village and do by these presents impose the foregoing restrictive and protective covenants on said land and in witness thereof have affixed their signatures hereto this 13 day of May 2021.


Ronnie D. Prince, Owner

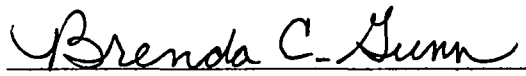

Gerald L. Ewell, Jr., Owner


Ronnie D. Prince, Developer

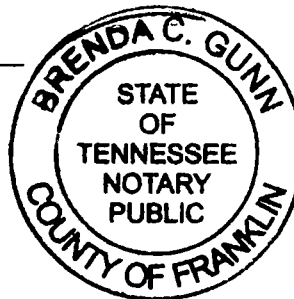
STATE OF TENNESSEE)
COUNTY OF Franklin)

Personally appeared before me, the undersigned, a Notary Public in and for the above State and County, the within named Ronnie D. Prince and Gerald L. Ewell, Jr., the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Winchester TN ^{Franklin} County, Tennessee, on this 13th day of May, 2021.


Notary Public

My commission expires: 4/20/22



PREPARED BY
GERALD EWELL ATTY
214 NE ATLANTIC ST
TULLAHOMA TN 37388

BK/PG: D454/495-501
21004332

7 PGS:AL-RESTRICTIVE COVENANTS	
NANCY BATCH: 142618 05/13/2021 - 02:31 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, FRANKLIN COUNTY
DENISE INGLE MARSHALL
REGISTER OF DEEDS