

Record Book
565 Ps 3285

This Instrument Prepared
From Information Furnished
by the Parties by:

David G. Bolin, Attorney
304 South Lowry
Smyrna, Tennessee 37167

STATE OF TENNESSEE)
)
RUTHERFORD COUNTY)

RESTRICTIVE COVENANTS

TO

FINAL PLAT, PHASE EIGHTY ONE, LAKE FOREST ESTATES SUBDIVISION

Amnon Shreidman, Trustee, being authorized so to do, and being the owner as shown by deed of record in Deed Book 148, Page 1193, in the Register's Office of Rutherford County, Tennessee, of that certain parcel of land situated in the City of LaVergne and in the 2nd Civil District of Rutherford County, Tennessee, which has been subdivided and designated as FINAL PLAT, PHASE EIGHTY ONE, LAKE FOREST ESTATES SUBDIVISION, a plat of which is of record in Plat Book 325, Page 169, in the Register's Office of Rutherford County, Tennessee, and made a part hereof by reference, and not having heretofore sold any of the lots described thereon, does hereby agree and bind the owners, their successors and assigns, that the following restrictions, limitations, easements and covenants shall be binding on all purchasers of Lots of said subdivision known as FINAL PLAT, PHASE EIGHTY ONE, LAKE FOREST ESTATES SUBDIVISION, their heirs, successors, and assigns, as follows:

1. No lot shall be used except for residential purposes. No structure shall be erected on any lot other than a detached single family dwelling not to exceed two stories in height.
2. No building shall be located on any lot nearer to the front line or nearer to the rear or side line than the setback line shown on the recorded plat, except as allowed by the City of LaVergne regulations for projections permitted inside the building setback lines. Any measurement to determine compliance shall be as prescribed by the City of LaVergne or if no regulation is set forth by the City of LaVergne, then from the main walls of the house to the lot line. If any building setback line variance is requested and approved of the City of LaVergne, such violation which is addressed by the approval of a variance will not be considered to be a violation of this covenant.
3. No objectionable or offensive trade or business of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
4. No structure shall be erected on any lot without being connected with the water main and sanitary sewer facilities prescribed by the City of La Vergne.
5. No trailer, mobile home, basement, or garage placed on or erected on any lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.
6. All buildings or structures of any kind constructed on any lot shall have as a minimum a plastered foundation, and no exposed block or concrete. No man made stone, asbestos or masonry siding is permitted on any structure.
7. No junk of any kind shall be stored or left on any lot, and all lots shall be kept clear and clean of all litter. No material or lumber will be left on any lot except during actual construction of the residence, garage, or carport. The grass on vacant lots must be mowed as needed and if not mowed, the developer or his successors will have the same mowed and charge the cost of such mowing to the owner or owners of the lot mowed.
8. No fence or fences other than ornamental or tree or shrubbery growth shall be constructed closer to any street than the front line of the main dwelling. All ornamental fences used will not be offensive or cause any safety hazard to the community. Chain link fences are not permitted.
9. If any main dwelling burns or is removed from any lot, the replacement dwelling must be of at least 90% of the size of the first dwelling built on the lot.
10. The right of enforcement of each of these restrictive covenants is severally vested in the owners of each of the lots in the subdivision. Any owner of any lot shall have the right at any time to compel compliance with these Restrictive Covenants or to prevent the violation of any of them by the proper institution of an action at law or in equity for injunctive relief.

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563 PG 5260

11. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the provisions not so affected and all other provisions shall remain in full force and effect.

12. There is hereby dedicated and reserved a five (5) foot drainage and utility easement along all boundary lines except when at variance with utility and drainage easements as indicated on the subdivision plat, in which case those easements as shown on the subdivision plat control. Perpetual drainage and utility easements are hereby reserved in the developer so long as the Developer owns any lots in this subdivision phase and/or the appropriate governmental authorities as shown on the subdivision recorded plat and as herein set forth. Said drainage may be by open ditch or swells or other means and may from time to time be deepened and/or cleared by the appropriate authorities.

13. Any detached outdoor storage building shall be limited to a maximum of 144 square feet, shall be placed no closer to the street than the rear line of the main dwelling, shall be painted so as to match the house color, and shall be kept in a clean, neatly painted condition.

14. Any change in the drainage system must be approved in writing by Wamble and Associates, the design engineer of the subdivision, in addition to the LaVergne Planning Commission.

15. The restrictions, limitations, and covenants are to run with the land and shall be binding upon the owners and all persons claiming under them for a period of twenty five (25) years after date and, hereafter, shall be automatically renewed and reinstated for successive periods of ten years each; provided, however, that at any time, these Restrictive Covenants may be modified or amended by the written recorded consent of seventy-five percent (75%) of all owners of the then existing lots, and these Restrictive Covenants may be terminated after the twenty five (25) year period by a like vote, in determining a seventy-five (75%) percent majority, each lot owner or owners, shall be counted as one entity for each lot owned.

16. This is one phase of a major subdivision and there is forecast to be construction in and around this phase of the subdivision for a three to five year period from the date of the signing hereof.

17. It is the responsibility of each residential builder / lot owner to design and construct a suitable grading and drainage scheme which will convey surface water, without ponding in the lot or under the house, from its structure to the drainage system constructed by the subdivision developer.

18. All roof covering in this subdivision section will be asphalt shingle of a weather wood grey color.

19. All of the requirements of the LaVergne Zoning Ordinance in relation to R-2-Z, Medium Density Residential Zero Lot Line District are attached hereto and incorporated herein by reference the same as if written herein verbatim.

20. Parking on public streets is prohibited. All homeowner and guest's vehicles must park in garages on the private driveway of the residence.

IN WITNESS WHEREOF, this instrument is executed this the 26 day of September, 2005.

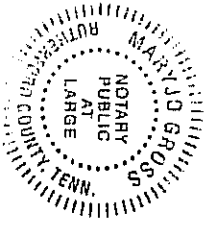
Amnon Shreibman
Amnon Shreibman, Trustee

STATE OF TENNESSEE)
RUTHERFORD COUNTY) SS:
)

Personally appeared before me, the undersigned authority, a Notary Public in and for the said city and state, Amnon Shreibman, Trustee, with whom I am personally acquainted, and who acknowledged that he being authorized so to do executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND at office, the 26 day of September, 2005.

Mary Jo Gross
Notary Public My Commission Expires: 2/16/2008



Jennifer A. Gerhart, Register
Rutherford County Tennessee
Reg. #: 4523187 Instrument: 1501407
Reg. #: 10.00 HB#: 02 19 378
Clerk: 9.00
EDP: 2.00
Total: 12.00
Recorded
In Record Book
563 Pages 3259-3260

*** TRANSMISSION REPORT ***

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Model # Dell Photo AIO 962

MAR 20, 2006 11:29

START TIME

SENT TO

PAGES

RESULT

11:27A

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OK