

Prepared by
Charles Patterson

RESTRICTIVE COVENANTS

NORTH DEER LAKE AREA

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, (hereinafter referred to as the "DEVELOPER"), being the present owner of all the property and tracts embraced within North Deer Lake Property, a more particular description of which is shown on the attached Exhibit "A", tracts one, two, three, four, five, six, six-A, nine, ten, eleven, twelve and thirteen only; and being desirous of creating and establishing certain restrictions with respect to all of the tracts named above only, and the use thereof, for the benefit and protection of the DEVELOPER and of all persons who might subsequently become the purchasers of, or owners of, any of such tracts, and as an inducement to encourage the purchase by others of such tracts for single-family residential purposes, does hereby impress upon the property and upon each and all of the tracts, named above, into which the same has been so subdivided or hereinafter subdivided, the following covenants and restrictions, being covenants running with the land:

1. All tracts shall be used for private single-family residential purposes only and shall not be used for any commercial purposes. All new houses, new structures, or new residences constructed thereon shall be single-family dwellings and must contain at least 1,500 square feet of living area, exclusive of porches, garages, utility and storage areas; except Tracts two and three which must contain at least 1,700 square feet. All outside areas such as porches, garages, utility and storage areas shall be attached to the dwelling and must be of the same type and character of construction as the dwelling, unless otherwise approved in writing by developer's agent.

2. All new buildings shall be constructed of wood, brick dryvit masonry, or other permanent type construction. No outside walls may be constructed of imitation brick siding or similar materials. All building materials must be new except that used brick, stone, ornamental iron work, or other ornamental objects may be used. No open foundations or unsightly methods of construction shall be permitted on any tract in the area. All exterior colors shall be approved by developer's agent.

3. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done or permitted to exist thereon which may become an annoyance or nuisance to the neighborhood, or any way detract from its appearance.

4. No fowl, livestock (except horses), or any other animals, except domesticated pets such as dogs and cats, shall be kept stabled or penned on any tract, brought on to the property, except with permission of the managing developer.

5. No structure or dwelling shall be located on any tract nearer to the front line or nearer to the side line than 50 feet and no building or structure shall be located nearer than 30 feet to the rear property line. The total tract coverage for a dwelling and appurtenant structures, shall not exceed 20% of the tract area.

6. No temporary residence or other temporary structure shall be erected on any tract. No mobile or modular homes or previously used structures of any type shall be placed on any tract and the exterior of all dwelling units shall be constructed of new materials, except that the use of "old brick" and "old iron work" and other ornamental objects may be permitted with the prior approval of the managing developer.

7. No fence over 6 feet high will be permitted on any tract except as approved by the developer's agent. No fence will be permitted to extend past the front building, face or front setback line in the front yard of any tract.

8. No trash containers will be permitted unless same are screened by fencing or shrubbery. All trash and refuse shall be disposed of at a state permitted landfill.

9. Satellite receiver station locations must be approved by the managing developer in advance of installation and no disk in excess of three meter diameter will be allowed. All such receiver stations and disks shall be appropriately screened from public view by shrubbery or fencing.

10. The keeping of any camper trailer, pop-up camping trailer, pickup truck camping cabin, motor boat, houseboat, or other such vehicle will not be allowed unless said vehicle is hidden from view by fencing, shrubbery, or appropriate screening from public view.

11. No roof shall be constructed with a pitch of less than 7 feet on a run of 12 feet without the consent of the managing developer, which must be obtained in writing.

12. No tract shall be of a size less than one acre unless permitted by the managing developer in writing. All lots shall remain in their natural state and there shall be no cutting or removal of living trees and vegetation except as approved, or for safety purposes. Any cutting or removal of vegetation or trees shall be done utilizing sound forestry practices.

13. Any garage or carport must be fully enclosed with garage doors.

14. All driveways shall be paved with concrete or hot mix or double bituminous surface treatment within one year of house completion. The use of gravel is specifically prohibited except as a base to the concrete or asphalt mix.

15. The construction of any improvements on the property, and the design thereof, must be approved in writing by the managing developer. All construction plans, specifications and designs shall be submitted to the managing developer prior to commencing construction thereof. Any plans, specifications or designs not approved or disapproved by the managing developer in writing within thirty days from date same are submitted, shall be deemed approved.

16. There shall be no docks or other similar structures erected on the lake or adjacent thereto without the prior written consent of the managing developer. All boats or water vehicles allowed on the lake shall require the prior approval of the managing developer.

17. The developer has established easements for ingress and egress and for construction and installation of utilities, for the benefit of all tract owners. All owners of tracts shall have the right to utilize the designated easements as shown on said deed; however, no tract owner shall be required to utilize such easements. Each tract owner shall be responsible for payment of a proportionate share of the cost of maintenance and upkeep of the driveway constructed by developer with the easement for ingress and egress from Liberty-Claybrook Road through the property as described in the individual deeds, and in addition thereto, a proportionate share of the cost for maintenance and upkeep of any gates, lighting facilities or other improvements within the easement for ingress and egress as same are constructed for the general welfare of all tract owners. The proportionate share as described herein required to be paid by each tract owner shall be all such amounts expended from time to time for such repairs, maintenance and upkeep for the items described hereinabove, divided by the total number of tracts served by this easement. The nature and extent of all sums spent for maintenance and upkeep of the ingress-egress easement shall be determined by a majority vote of all tract owners, with each tract having one vote. Further, each tract owner shall have the right to utilize the areas designated as "utility easement" for the purpose of constructing and maintaining electrical and other utilities to service and benefit said owner's tract. Accordingly, no tract owner shall construct a fence or barrier within or upon the boundary of a tract which would impair any other tract owner's use of the easements described in this paragraph, and no tract owner shall erect any fence or barrier along or on his tracts 20 foot wide connection leading from Liberty-Claybrook Road to properties.

In the event any tract owner fails to make his required contribution to the upkeep and maintenance of the easement, the remaining tract owners may by majority vote declare and file in the Register's Office of Madison County, Tennessee, a lien on the non-contributing tract owner's property which shall attach and run with the property, and if it becomes necessary to take legal action to collect this sum or enforce this lien, the non-contributing tract owner shall be responsible for all costs of enforcing his contribution, including but not limited to, a reasonable attorney's fee.

18. All utility services (not utility mains) shall be underground within a 200 foot radius of the exterior of any dwelling constructed on a lot. No other utilities will be provided by the developer except electric power mains.

19. All wildlife and fishery management practices shall be in accordance with rules, recommendations and regulations of the Tennessee Wildlife Resources Agency. There shall be no hunting within 500 feet of shore line as defined herein.

20. The use, development and maintenance of all tracts and the property shall be subject to the rules and regulations of the State of Tennessee and the Obion-Forked Deer Basin Authority, now in existence or which may hereafter exist in the future. All tract owners, along with other tract owners adjacent to North Deer Lake, but not subject to these restrictions, shall comply with and abide by the provisions and covenants set forth in that certain "Agreement and Grant of Easement" entered into between the parties named herein and the Obion-Forked Deer Basin Authority, as recorded in Deed Book 481, page 128, in the Register's Office of Madison County, (Lake Easement), the terms and provisions of which are incorporated by reference herein as though fully set forth. By acquisition or purchase of any tract or parcel of property subject to these restrictions, the subsequent owner thereof agrees that the undersigned, their heirs, successors and assigns, shall not be liable to said subsequent tract owners for any injury, damages or loss to persons or property arising from any condition or event relating to the dam to be constructed in conjunction with the lake and other impoundment structures. Each tract owner shall be responsible for a proportionate share of any expense or cost for maintenance and upkeep of the dam constructed by OFDBA as described in paragraph 6 of the above-described "Agreement and Grant of Easement". Said proportionate share of maintenance expense for each tract owner shall be computed as a fraction, the numerator of which shall be the number of feet of normal pool shoreline frontage of said lot, and the denominator of which being the total number of feet constituting the entire normal pool shoreline of the lake constructed by OFDBA pursuant to the aforescribed "Agreement and Grant of Easement".

21. In the event any tract owner shall construct any improvement on any tract, or remove vegetation or trees therefrom, without first obtaining the prior consent of the managing developer, or other such consents as required by law, or in the event a tract owner shall violate any other covenant contained herein, said owner shall be liable to the undersigned for liquidation damages penalty in the amount of \$200 per week until corrected, up to a maximum of \$5,000 or actual damages, whichever is greater. Nothing herein contained is intended to serve as a waiver of the undersigned or any other tract owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said tract owner from compliance with these restrictions. Further, nothing contained herein shall preclude the undersigned or any other tract owner, or other party in interest, from seeking available remedies at law or equity for violation of these covenants, including the right to damages or injunctive relief, all such remedies to be cumulative in addition to the rights of the developer to enforce collection of the liquidated damages penalty described

hereinabove. In the event the undersigned, a lot owner or other party in interest shall be liable for all costs, expenses and attorney's fees incurred by such parties to enforce these covenants and restrictions.

22. No tract owner, tenant, person, firm, or other entity shall charge any fee or consideration of the allowance of or granting of fishing rights or other rights to utilize the lake are, same to be considered as prohibited commercial use of the real estate.

23. These restrictions and covenants shall run with the land and shall be binding on all purchasers and owners of the property. These restrictive covenants shall run with the property for a period of 15 years and thereafter shall be automatically renewed for successive periods of 10 years each. These restrictions may be altered, amended or revoked at any time by the consent of those persons, firms, or entities which own a majority of the tracts within the property, by execution and filing such modifications, amendment or revocation with the Register's Office of Madison County, Tennessee. Further, additional rules and regulations regarding use of the lake by tract owners may be adopted by a majority of all owners of tracts with the Lake Easement.

24. The invalidation of any of the foregoing restrictions by judgment of any court or by operation of law shall in no way affect any of the other provisions and restrictions, all of which shall remain in full force and effect.

25. The undersigned hereby appoint Howard M. Thomson as their authorized agent and as the managing developer for purposes of giving approval, consents or taking other action with reference to the enforcement and administration of these restrictive covenants and any such approval, consent or action so taken by Howard M. Thomson shall constitute the approval, action and consent (whichever shall be applicable) of the undersigned regarding matters covered by these restrictive covenants. The managing agent of the undersigned may be changed by instrument recorded of record executed by a majority of the undersigned designating such change in the identity of the managing agent. Further, the Developer may terminate or assign all or any part of the Developer's rights by execution and recordation in the Register's Office of Madison County, Tennessee, of any instrument assigning or terminating such rights.

26. The purchasers of any of these tracts and the tracts themselves, shall be subject to the terms of the "Agreement and Grant of Easement" recorded in Deed Book 481, at Page 128, in the Register's Office of Madison County, Tennessee, by and between the DEVELOPER, the State of Tennessee, Obion-Forked Deer River Basin Authority and others.

EXECUTED this the 13th day of May, 1994.

LIBERTY CLAYBROOK ASSOCIATES, INC.

BY: Howard M. Thomson, Pres.

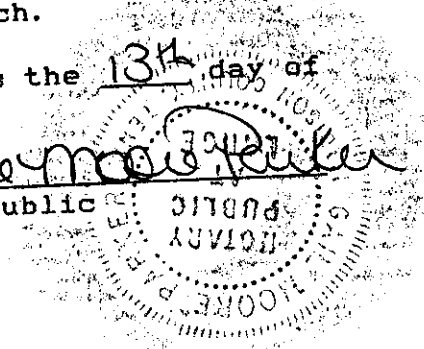
BOOK 966 PAGE 691

STATE OF TENNESSEE)
COUNTY OF MADISON)

Before me, the undersigned Notary Public, in and for the
aforesaid County and State, personally appeared Howard M.
Thomson, with whom I am personally acquainted (or
proved to me on the basis of satisfactory evidence), and who,
upon oath, acknowledged himself to be President of
LIBERTY CLAYBROOK ASSOCIATES, INC., the within named
bargainor, a corporation, and that he as such President
executed the foregoing instrument for the purposes
therein contained, by signing the name of the corporation by
himself as President of such.

WITNESS MY HAND and Official Seal, this the 13th day of
May, 1994.

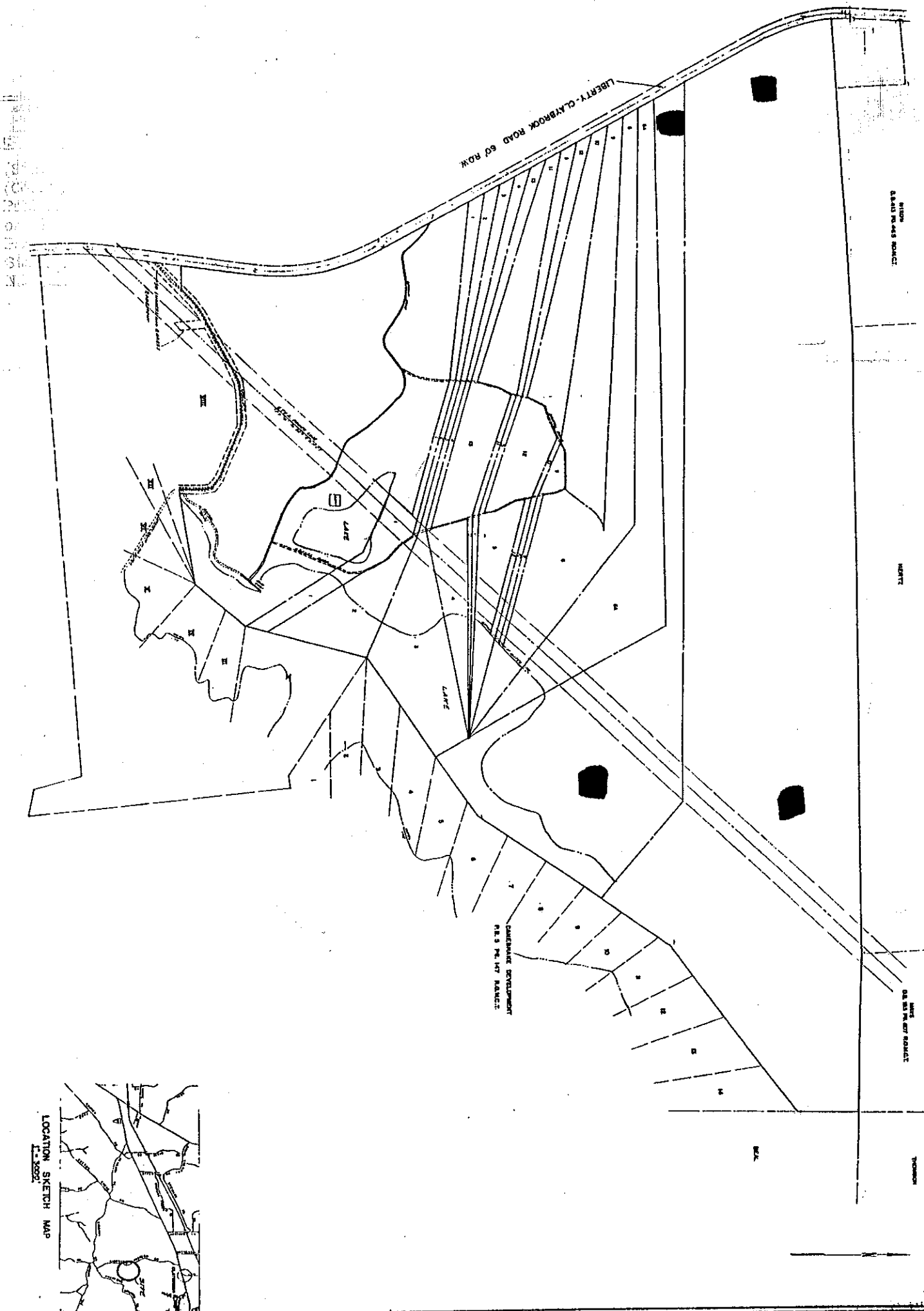
Walter M. Miller
Notary Public



My Commission Expires: 1/21/97

BEGINNING at a point in the southwestern corner of Lot #5 Canebrake Development, Plat Book 5, page 147 in the Register's Office of Madison County, Tennessee; runs thence in a northwesterly direction 3000 feet, more or less, to a point; runs thence in a westerly direction 5,900 feet, more or less, to a point in the eastern margin of Liberty-Claybrook Road; runs thence southeasterly with the East margin of Liberty-Claybrook Road 2,300 feet, more or less, to a point; runs thence in an easterly direction slightly South a distance of 2,020 feet, more or less; runs thence in an easterly direction slightly to the South a distance of 2,000 feet to a point in a TVA power line easement western boundary; runs thence with the western boundary of that TVA power line easement in a southwesterly direction 280 feet, more or less, to a point in the boundary of a lake; runs thence in a southeasterly direction roughly following close to the North edge of the lake 750 feet, more or less, to a point in the lake; runs thence in a southeasterly direction a distance of 1,550 feet to a point in the southwestern corner of Tract II, thence northerly, slightly to the East, a distance of 1,400 feet, more or less; runs thence with the western margin of Tract II to a point in the southwest corner of Lot #2 Canebrake; runs thence northeasterly with the western margin of Canebrake Development 1,360 feet, more or less, to the point of beginning, being Tracts 1, 2, 3, 4, 5, 6, 6-A, 9, 10, 11, 12 and 13 of the North Deer Lake area. This is the area these restrictive covenants are to apply and they are based on the schematic drawing attached as a part of this exhibit. This legal description is approximate only, and is subject to a more accurate survey and division of the tracts.

Exhibit "A"



SCHEMATIC PLAT LIBERTY-CLAYBROOK ASSOCIATES, INC. LIBERTY-CLAYBROOK ROAD MADISON, CO., TENN.	McALEXANDER ENGINEERING 884-G CARRIAGE HOUSE DRIVE JACKSON, TENN. 38201
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(State of Tennessee) I, Curtis White, Register of said County do hereby
 (County of Madison) certify that the foregoing instrument, with Notary
 Public certificate and seal thereon, was filed in my office for registration
 on the 16 day of May 1994, at 11:28 A.M., and noted in Note Book 58
 Page 124 and was duly recorded this day, in Book of Deeds No. 966 Page 694
 State Taxes _____ Register's Fee _____ Recording 32.02 Total _____ Receipt
 No. 12861 BOOK 966 PAGE 694 By J. Matlock D.R.