

This Instrument Prepared By Bear Lake Partners
4010 N. Quinland Lake Road, Cookeville, TN 38506

RESTRICTIVE COVENANTS APPLICABLE TO
BEAR LAKE SUBDIVISION, PHASE I

Bear Lake Partners, a Tennessee General Partnership, owner in fee simple of the property known as Bear Lake Subdivision, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet _____, Slide _____, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts, in the subdivision, may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on ourselves, and all purchasers of lots and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declaration of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as herein specified:

1. No tract shall be used except for residential and related agricultural purposes; however, Developer, or "Successor Developer," as designated by Developer, shall retain the right to use any tract owned by him as a street to connect and/or to connect any utilities to any adjoining property that may be developed and to re-subdivide any tract. Subdivision of any tract must have the approval of the Developer, or "Successor Developer," and must have the approval of the appropriate planning commission. Any tract created under this provision must have a minimum of one acre.
2. No residential structure on any tract shall be designed, constructed, or used for more than one (1) family; and only one (1) house is to be erected or constructed on any tract of the above-described property.
3. No building shall be constructed or maintained on any tract which extends over the set-back lines; provided bay windows, steps, or terraces, shall be permitted to extend over the set-back lines, so long as the remaining portion of the structure does not violate the set-back lines as shown. Set-back lines are as follows: front – 50 feet, side – 15 feet, rear – 15 feet, and side street – 30 feet. The Declarants expressly reserve that right to amend or alter, with the approval of the appropriate planning commission, the minimum set-back lines.
4. A perpetual easement is reserved for each tract, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
5. No old house shall be permitted to be brought into Bear Lake, to be placed or erected on any tract.
6. Any residence erected on any tract, as shown on said plat, shall have a minimum living area of 3,000 square feet. The foregoing minimum square footage requirements are exclusive of any garages, basements, porches, terraces, carports, and similar appurtenances; and, in addition, each resident shall have an attached two-car garage.
7. All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist nor shall be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon.
8. No concrete block, used in the foundation or elsewhere in construction of any building erected on the tracts of Bear Lake, shall be permitted to be visible above the ground level.

9. No one will be permitted to have a junk car or junk trash, garbage or scrap accumulation on said tracts.
10. No noxious or offensive operations shall be conducted or maintained on any tract, and nothing shall be done on said tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.
11. No poultry or swine shall be allowed on any tract at any time.
12. A minimum of 80% of exterior materials must be of brick, natural stone, stucco, or drivet. However, wood, vinyl, or other materials of equal value will be permitted on dormers, bay windows, or other unique areas, not to exceed 20% of the total.
13. It shall not be permissible to erect a temporary building on said property, and no garage house shall be permissible or occupied or erected or maintained on said property except as an adjunct to or for use and occupancy by servants of the occupant of the residence house on said property. This restriction does not prohibit a temporary tool shed for use by a contractor or workmen during the construction of a house on said property, provided, however, that the said tool shed or construction shack shall be removed within thirty (30) days after completion of the main residence.
14. No house trailer, double-wide house trailer, modular home or any type home which is not constructed on site shall be placed or erected on said lots.
15. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, except for signs used by the developer to advertise the property during the sales period.
16. No commercial vehicles of over one-ton capacity may be parked or stored on property of streets of Bear Lake.
17. All culverts for driveways must be approved by the Putnam County Highway Department prior to installation.
18. All barns and outbuildings must be constructed of new materials and have a continuous foundation.
19. All fencing must be approved materials which are: wood, split rail, Centaur® vinyl, PVC, or other materials of equal value as determined by the Developer.
20. In the event the plans call for a garage door facing the front of the street, though discouraged, the door and/or doors shall be designed to coincide with the architectural décor of the structure and shall meet with the approval of the developer. An electrical garage-door mechanism shall be used and the door/doors shall be kept closed at all times except when leaving or entering.
21. Plans, specifications, and plot plans shall be submitted to, with a copy for the use of the grantor-developer, and be approved in writing by the developer, grantor, their successors or assigns. No building, barn, outbuilding, or fencing shall be constructed or maintained on said land unless plans and specifications and plot plans have been submitted and approved as aforesaid and unless construction has been prosecuted and completed in strict accord with the approved plans and specifications and plot plan.
22. All utilities leading from the street to the residence, including but not limited to wiring, electrical, telephone and television cables, etc. on said described property shall be underground.
23. No above-ground swimming pools shall be erected on any tract.

24. All driveways must be constructed of asphalt paving, concrete, or exposed aggregate finish. Driveways must be completed within one year of construction of the house thereon. Prior to and during the construction all driveways must be identified, graded, and graveled to the extent that mud is not traveled onto streets while the construction is in process.
25. No exterior satellite dishes over 39 inches in diameter will be permitted.
26. The acceptance of a deed to any tract in Bear Lake, automatically entitles and obligates the Grantee(s) to membership in The Bear Lake Homeowners Association, Inc. (BLHA, Inc.). Membership assessments of \$100 per year or in any amount as may later be determined by BLHA, Inc. shall be assessed the owner (s) of each tract for the administration and continual operation and maintenance of the Common Amenities of Bear Lake.

Membership assessments shall first be assessed against a Lot as considered due from the owner of that Lot from the date the Developer transfers title to that Lot to the first purchaser/owner. The Developer shall, however, be exempt from assessment for any such common charges, annual assessments, dues, charges or assessments of any other kind or nature.

27. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-tract owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating tract owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of tracts so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which conveyance would not have been made.

In the event any one or more of the foregoing restrictive covenants are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictive covenants, all other restrictive covenants shall be and remain in full force and effect.

WITNESS THEIR HANDS this _____ day of _____
 20____.

BEAR LAKE PARTNERS

BY: _____
 Fred Brown, Agent*

*Certificate of Authority For Partner To Act
 For Bear Lake Partners, Recorded in Book
 418, Page 739, R.O.P.C.T.

**STATE OF TENNESSEE
COUNTY OF PUTNAM**

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Fred brown, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Agent for Bear Lake Partners, the within named bargainor, a Tennessee General Partnership, and that he as such Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Bear Lake Partners by himself as Agent. **WITNESS MY HAND** and seal at office, this _____ day of _____, 2001.

My Commission Expires _____
Notary Public _____

STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were noted in Notebook _____, Page _____ at _____ o'clock _____ M _____, 19 _____ and were recorded in Warranty Deed Book _____, Page _____. State Tax Paid \$ _____ Fee _____ Recording Fee _____ Total \$ _____.

Witness my hand

Receipt No. _____ Register