

**RESTRICTIONS  
for  
LAKEWAY VILLAGE**

RANDALL CROSS, MARILYN CROSS, ROBERT "BOB" CROSS, JANE CROSS AND MICKIE CROSS, being the present owners (Owners/Developers) of a certain tract of land situated in Pickett County, Tennessee, and being property set forth on a plat identified as "Lakeway Village" prepared by Charles T. Whittenburg, R.L.S. # 2501, Whittenburg Land Surveying, LLC, consisting of Lots 1 through 37 and being a portion of Pickett County Tax Map 23, Parcel 005.00, desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in LAKEWAY VILLAGE do hereby adopt and establish the following reservations, restrictions, and covenants which shall be and are hereby made applicable to said development. (Sections of this property not included in Lots 1 through 37 are not intended to be a part of this development and are not subject to the restrictions set forth in this instrument.).

**APPLICABILITY:**

Each Contract, Deed or Deed of Trust which may be executed with respect to any property in the above described property shall be deemed and held to be executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the reservations, restrictions and covenants herein set forth, regardless of whether or not any such provisions are set forth in said Contract, Deed or Deed of Trust, and whether or not referred to in any such instrument.

**BINDING EFFECT:**

All of the provisions hereof shall be covenants attaching to and running with the land thereby effected. The provisions hereof shall be binding upon and inure to the benefit of the owner of the land effected and the Owners-Developers and their respective heirs, executors, administrators, successors and assigns and be perpetual in nature.

**DEDICATIONS AND EASEMENTS:**

The streets and roads are dedicated to the use of the public and will be maintained by the Pickett County Road Department upon formal acceptance by the Pickett County Commission.

There is a thirty (30) feet ingress/egress right-of-way allowed from the Westward property line for the road and utility right-of-way that runs from Cordell Hull Memorial Drive to the rock quarry. This is an existing road accessing the quarry and maintained by the Pickett County Road Department.

There is a fifteen (15) feet wide ingress/egress easement across the Northern property line of Lot 12 to allow owners of the quarry property to have access to their property when necessary.

The property is subject to all existing utility easements.

Water lines will be maintained by the Town of Byrdstown Water Department.

Electric power will be maintained and provided by Volunteer Energy Cooperation or its successor.

Twin Lakes Telephone Cooperative or its successor will provide and maintain phone service.



Most utilities are installed in the road and street right-of-way, some may have been installed on the edge of the lot to provide efficient installation and convenience to lot access to the utilities. To the extent utilities have been installed inside the described lots, a utility easement exists for maintenance, use and repairs.

There is a water line connecting loop across the Northern edge of Lots 14, 15 and 16. There is a twelve (12) feet easement to allow for maintenance of such line six (6) feet on either side of existing line, affecting and burdening Lots 12, 13, 14, 15, and 16.

There will be a utility easement of twelve (12) feet following the property line between Lots 10 and 11, six (6) feet on each lot.

There will be a utility easement of ten (10) feet following the Southern boundary line of Lot 6 and Lot 7, running from Lakeway Drive to the quarry road.

All purchasers and successors in title are hereby on notice of the described easements and are bound thereby.

### GENERAL RESTRICTIONS

The following restrictions and covenants shall run with the land and be binding upon all future owners of said land.

1. No lot shall be used except for residential purposes. No residential structure on any lot 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 lot and/or tract of the above described property. Residential purposes shall include long term or resort rental uses. Residences may not be used as a commercial office or location of commercial enterprise.
2. No house or residence shall be constructed thereon having less than 1,200 feet square feet of heated floor area.
3. Only one (1) detached building of any type will be permitted on any lot. Any such building must meet the same restrictions as to materials and construction as the house located thereon. (Also see Restriction Number 18).
4. No concrete block, used in the foundation or elsewhere, in the construction of any building erected on the lots shall be permitted to be visible above the ground level.
5. No one will be permitted to have a junk car or junk trash, garbage or scrap accumulation on said lots. Any vehicle unlicensed in the current year will be considered a junk car.
6. No poultry, livestock or animals shall be allowed or maintained on any lot at any time; provided, however this shall not preclude the keeping of dogs and cats, or other household pets, as such; provided, further, however that the keeping or raising of dogs, cats or other animals for commercial purposes shall not be permitted. (Also see Restriction Number 18).
7. 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.



8. Camping on the property will be allowed only during construction of the home and shall not exceed a period of nine (9) months.
9. No permanent outside toilet facility or any type of outdoor privy will be used or maintained on said lot.
10. Fences are not permitted over five (5) feet high. (Also see Restriction Number 18).
11. A setback of ten (10) feet shall be required from property lines, and ten (10) feet from road right-of-way for all buildings constructed.
12. All lots shall provide off street parking. No street parking permitted (except for short time visits).
13. Vacant lots must be mowed regularly. A minimum of three (3) times annually is required.
14. Developers retain the right to use any lot owned by them as a street to connect to any adjoining property that may be developed and to resubdivide any lot or tract as long as the newly created lots meet Pickett County subdivision regulations, if any.
15. The Owners-Developers reserve the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the property herein.
16. There shall be no interference with the established drainage patterns over any of the property; drainage improvements are permissible only if the drainage does not adversely affect neighboring lots.
17. Any one purchasing more than one lot may consolidate the lots together with restrictions being applicable as one lot, or continue to use as separate lots with restrictions applying to each lot separately.
18. Exceptions applicable to farm lots 27, 35 and 36. These three lots are considered farm lots, horses/equine will be allowed on these lots for pleasure only. The keeping of horses/equine for commercial purposes will not be allowed or permitted. An additional barn will be allowed on these lots. The barns must be compatible and similar to other buildings on the property. Ponds will be allowed on these lots. Ponds need to be maintained and not allowed to grow excessive algae. There will be a thirty (30) feet strip/roadway (unfinished) that allows ingress/egress on the Southern property boundaries. Horses will not be allowed on the other roads or streets. Fences may be higher than five (5) feet.
19. All utilities installed must be underground.



## REMEDIES FOR NON-COMPLIANCE:

1. The Owners/Developers undersigned and set forth herein shall have the power and authority to enforce the above described easements, restrictions and covenants. Enforcement includes the authority to seek injunctive relief and/or damages if appropriate. In the event Owners/Developers incur costs, Attorneys fees, as a prevailing party in enforcing these restrictions, the defendant landowner shall be liable for reimbursement for such costs and reasonable Attorneys fees incurred.

2. The Owners/Developers and all purchasers of the properties subject of these easements, restrictions and covenants are also bestowed with all remedies available under the State of Tennessee for the enforcement of same.

EXECUTED this 30 day of September, 2009.

Randall Cross  
RANDALL CROSS

Marilyn Cross  
MARILYN CROSS

Robert 'Bob' Cross  
ROBERT "BOB" CROSS

Jane Cross  
JANE CROSS

Mickie Cross  
MICKIE CROSS

STATE OF Tennessee

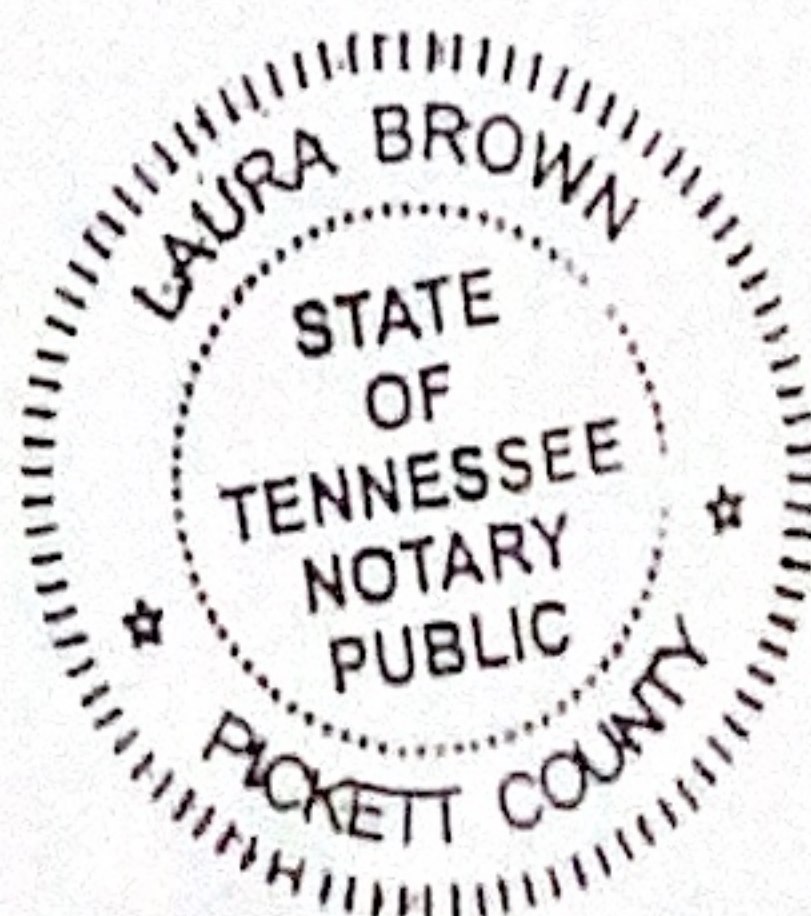
COUNTY OF Pickett

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named RANDALL CROSS AND WIFE MARILYN CROSS, the within named bargainor, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Byrdstown,  
Tennessee on this the 30 day of September,  
2009.

Laura Brown  
NOTARY PUBLIC

April 4, 2010  
Commission Expires:





STATE OF Tennessee

COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named ROBERT "BOB" CROSS AND WIFE JANE CROSS, the within named bargainor, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Cookeville,  
Tennessee on this the 1<sup>st</sup> day of October,  
2009.

5-21-13  
Commission Expires:



Dorothy Clement  
NOTARY PUBLIC

STATE OF Tennessee

COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named MICKIE CROSS, the within named bargainor, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Cookeville,  
Tennessee on this the 1<sup>st</sup> day of October 2009,  
2009.

9/20/2011  
Commission Expires:

Cathy Wyatt  
NOTARY PUBLIC

