

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAUREL GROVE

This Declaration of Covenants, Conditions and Restrictions for Laurel Grove (the "Declaration") is made as of the date set forth on the signature page hereof, by Lex View, LLC, a Tennessee limited liability company ("Declarant"), so that the covenants and restrictions set forth herein shall run with the land and shall be binding upon the real property in Cheatham County, Tennessee, and shall be binding upon and inure to the benefit of all present and future parties having any right, title, or interest in such real property, their heirs, personal and legal representatives, successors, and assigns.

WHEREAS, Declarant owns certain real estate in Cheatham County, Tennessee (the "Property"), as more particularly described on **Exhibit A** attached hereto, and desires to provide for the protection and preservation of the values, desirability and character of the Property.

NOW, THEREFORE, in consideration of these premises, Declarant, with any and all persons, firms, corporations, or other entities hereafter acquiring all or any of the Property, declares that any previous restrictions, recorded or unrecorded shall be of no further force or effect, and that the Property shall be hereinafter subjected to the following restrictions, covenants and conditions (collectively, the "Restrictions") 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 or to the Property or any part thereof and which shall inure to the benefit of each Owner thereof. Declarant hereby publishes and declares that the Property shall be held, converted, hypothecated, encumbered, sold, transferred, leased, rented, used, occupied and improved subject to the provisions of this Declaration and to the following covenants, restrictions, uses, limitations and obligations, all of which are declared and agreed to be covenants running with and burdening the Property, binding upon and benefiting Declarant, its heirs, successors and assigns, and any present or future Owners of all or any interest in the Property, and their respective grantees, successors, heirs, executors, administrators and other personal representatives and devisees.

## **DEFINITIONS**

The following words, when used in this Declaration or any amendment or supplement hereto, shall, unless the context shall clearly require to the contrary, have the following meanings:

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Laurel Grove applicable to the Property that is to be recorded in the Office of the Register of Deeds for Cheatham County, Tennessee, any amendments hereto and any Supplementary Declarations upon the creation of Additional Phases.

"Declarant" shall mean and refer to Lex View, LLC, a Tennessee limited liability company having a principal place of business in Brentwood, Tennessee, its successors and assigns.

"Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee interest in any Parcel or portion of a Parcel, excluding, however, those parties having such interest merely as security for the performance of an obligation.

"Occupant" shall mean and refer to any person or persons other than an Owner who occupies a Parcel or any portion thereof.

"Parcel" shall mean and refer to any separately owned plot of land within the Property to be used for construction of a single residential dwelling.

"Property" shall mean and refer to any and all of that certain real property described on Exhibit A hereto, which is now within, or which may hereafter be brought within, that certain residential neighborhood being developed by Declarant in Cheatham County, Tennessee, which neighborhood is and shall be commonly known as Laurel Grove.

"Successor Declarant" shall mean and refer to any person or entity (including any affiliate of Declarant) to which is transferred the rights of Declarant under this Declaration so long as such transfer is in writing and recorded with the Register's Office for Cheatham County, Tennessee.

## RESTRICTIONS

1. Residences constructed within the Property shall be single-family homes which shall be used for residential purposes only.

2. All plans and specifications for the construction of a residence, including color selections, and all accessory structures, to include placement of any structures on the Parcel as well as clarification of, adjustment to, or a decision about any restriction in this Declaration must be approved prior to construction by Declarant for as long as Declarant owns any portion of the property (the "Declarant Control Period") and thereafter by a majority of the votes of the Owners of the Parcels comprising the Property. Each Parcel shall have one (1) vote. A submittal for approval shall be deemed approved if no response is received from Declarant within forty-five (45) days of submittal during the Declarant Control Period, and, thereafter, shall be deemed approved by any Owner who does not respond in writing within thirty (30) days of submittal. Construction of the residence must be completed within eighteen (18) months after the start of construction.

3. Residences must have a minimum total of two thousand two hundred (2200) square feet. The square foot minimums set forth in this section apply to heated floor space, exclusive of all porches, breezeways, and garages.

4. No house may exceed three (3) levels in height.

5. The framing of the residence must be wood or steel, and all residences must be on solid foundation with brick, stone, or masonry to grade. Cement boards, such as Hardie Plank, brick, stone, or a combination of the above materials shall be permitted for the exterior of the residences.

6. All homes will have a minimum of a two-car garage. Garage shall be recessed from the primary facade of the house, unless an exception is approved by the Declarant. A garage may be attached or unattached.

7. Any detached garages or structures must be located to the rear of the residence or in a location that minimizes impact on other Owners and as approved by Declarant during the Declarant Control Period, or, thereafter, by a majority of the votes of the Owners of the Parcels comprising the Property. Detached garages, shop buildings or similar structures are permissible with exterior materials and colors complementing the main residence, provided, however, that other materials and colors are permissible for such structures with the prior written approval of the Declarant or a majority of the votes of the Owners of the Parcels comprising the Property. Existing structures are approved as built.

8. After construction of a residence is complete, Owner shall have 60 days to install landscaping in the area to the front of the home and the side areas which are visible from the road. Landscaping shall conform with the character of the surrounding Parcel(s). Declarant may establish written landscape maintenance standards which

apply to all Parcels within the Property. Such landscape maintenance standards shall become effective when provided by Declarant to all Parcel Owners and/or made available for inspection on the Internet.

9. Drainage of the Parcels shall be in harmony with the existing topography of the Property. No Owner or Occupant may take any action on a Parcel which obstructs or harmfully alters the flow of drainage on other Parcels or adjacent property.

10. During construction the Owner and builder shall install erosion control measures as required by the State of Tennessee Department of Environmental Conservation.

11. No above ground pools permitted on any Parcels. Swimming pools must be designed and installed as permanent in-ground structures with privacy fencing to meet local building codes. Pools may only be located to the rear of the home.

12. No houses/structures shall be inhabited or otherwise occupied until completed in their entirety and the Owner has received the requisite Certificate of Occupancy from the appropriate governing body.

13. For purposes of this Declaration, the term "lease" shall include any agreement under which a person other than the Owner occupies a Parcel in exchange for money or any other consideration, including without limitation a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a lease with an option to purchase, a license to occupy and a temporary occupancy agreement. No Parcel or any improvements thereon may be leased for a term of less than twelve (12) months. Leasing a Parcel or improvements thereon for a shorter term, including without limitation operating a boarding house, bed-and-breakfast establishment, motel, hotel, any other means of transient occupancy, and short-term rental of Parcels through AirBnB.com, VRBO.com or other similar websites, is strictly prohibited. Parcels must be leased in their entirety. Renting rooms or any portion of a Parcel less than the entire Parcel is strictly prohibited. If a Parcel Owner leases a Parcel in violation of this Section, or if the occupant of a leased Parcel violates any provision of the Declaration, any other Parcel Owner has standing to sue the leasing Owner. Remedies to which the plaintiff in such a lawsuit is entitled include a court order terminating the lease and evicting the Occupants. In such proceedings, the plaintiff shall be entitled to recover from the leasing Parcel Owner and all adult Occupants all costs and expenses incurred in the enforcement of this Section including without limitation plaintiff's reasonable attorney's fees.

14. No double-wide or single-wide mobile homes, modular homes, duplexes, underground basement houses, or multifamily structures are permitted and no recreational vehicles (motor homes, campers, etc.) shall be used as a dwelling on the property. This restriction does not prohibit a house being built with an attached or detached "in-law" quarters. Subject to the approval requirements above, stock barns,

metal shop buildings, and open-air structures meant for gatherings or shelter are permitted, but must be located to the rear of the property and maintained in a neat appearance. Landscaping and screening of these structures is suggested.

15. Only white, black or stained wood, aluminum, or vinyl four rail horse fencing shall be allowed except with Declarant approval during the Declarant Control Period, or, thereafter, by a majority of the votes of the Owners of the Parcels comprising the Property. High tensile wire with wood posts will be allowed on the rear of the property only and not on shared property lines within the community.

16. Solar panels must not be visible from the street.

17. No noxious, offensive or illegal activity shall be carried out upon any part of the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the Property. Final decision as to whether an activity meets this requirement shall be made by Declarant during the Declarant Control Period, or, thereafter, by a majority of the votes of the Owners of the Parcels comprising the Property. No illegal use shall be carried out upon the Property, nor shall any Owner or Occupant allow any condition or activity to become a nuisance to other Owners or Occupants of the Property.

18. No commercial activity shall be conducted on the Property without Declarant approval during the Declarant Control Period, or, thereafter, by a majority of the votes of the Owners of the Parcels comprising the Property. An "in-home" office within a residence and small-scale non-commercial farming activities are permitted.

19. Vegetable gardens may be grown for personal use only. No commercial agricultural operations are permitted. Gardens shall be located in the rear of the property.

20. All recreational and play equipment must be located to the rear of the residence and not visible from the road.

21. Parking or storing any vehicle in front yards, off the driveway or on the street is strictly prohibited. Trailers, boats, RVs and other recreational vehicles may not be parked or stored such that the vehicle is visible from the street; provided, however that such vehicles may be temporarily parked in the front driveway for a period not to exceed forty-eight consecutive hours and no more than five (5) times per calendar year.

22. Dish Antennas, satellite antennas and masts for same may not be located where such items are visible from the street. Pole antennas are strictly prohibited.

23. Clotheslines must not be visible from the street.

24. Except for the United States Flag which may be flown in compliance with

applicable state and federal law, no flags are permitted within the Property except that the display of flags for generally recognized holidays on which flags are customarily displayed shall be permitted for a period from one (1) week prior to the date of such holiday until one (1) week after the date of such holiday. Poles of any kind are prohibited except for flag poles which shall be placed in the side yard or front yard.

25. No wild, exotic animals or snakes shall be kept or maintained on any Parcel. No commercial fowl or swine operations shall be permitted on any Parcel at any time. No commercial dog kennels of any kind shall be allowed or maintained on any Parcel at any time. Horses may be kept on the property with a maximum of (three) 3 per five (5) acres of property within Laurel Grove, and only as a hobby in compliance with the regulations of the Town of Pleasant View. Except for roosters which are strictly prohibited, keeping of fowl on the Property shall be approved on a case by case basis by the Declarant during the Declarant Control Period and thereafter, by a majority of the votes of the Owners of the Parcels comprising the Property. No animals shall be allowed to roam at large, including dogs and cats. Dog houses shall not be visible from the street.

26. No trash, junk or junk vehicles shall be kept on the Property. However, this does not prohibit the keeping of vehicles in enclosed buildings. Any boat, RV or other large vehicle storage must be kept to the rear of each residence or in an accessory structure. Such storage shall not be a nuisance to neighboring Parcel Owners.

27. All trash and trash receptacles shall be kept concealed from view and without accumulation except as necessary on trash pick-up day.

28. All primary electrical and communication lines shall be underground and secondary service shall be underground.

29. There shall be no signs erected on any Parcel except for signs advertising the sale of the Property, yard sale signs, directional signs, and political signs. Political signs may be posted for a maximum of thirty (30) days prior to an election and must be removed within three (3) days of an election. Yard sale signs may be posted for a maximum of three (3) days prior to a sale and removed the day following the sale. Any sign posted for the above purpose shall not exceed 24" x 36" in size. Declarant during the Declarant Control Period, or thereafter a majority of the votes of the Owners of the Parcels comprising the Property, may allow additional signage.

30. Yard sales and estate sales shall be limited to one (1) per Parcel per calendar year.

31. All Parcels shall be maintained in accordance with applicable governmental standards including without limitation the regulations and ordinances of Cheatham County, Tennessee and the Town of Pleasant View, Tennessee. Water lines may only be installed from side of each Parcel nearest to the Access Road (see below) and within any platted or otherwise dedicated utility easement area.

32. Any subdivision, re-subdivision, alteration or change to the boundaries of Parcels comprising the Property shall be in accordance with this Declaration and must be approved by Declarant during the Declarant Control Period or, thereafter, by a majority of the votes of the Owners of the Parcels comprising the Property. Any such action shall also be subject to all applicable rules, regulations and ordinances of the Town of Pleasant View, Tennessee and/or Cheatham County, Tennessee.

33. The road providing access to all Parcels within Laurel Grove (the "Access Road") shall be located within a series of perpetual access easement areas located on each Parcel. No later than one hundred eighty (180) days after the date Declarant no longer owns any portion of the Property, Declarant shall complete construction of the Access Road in accordance with all applicable governmental requirements and recording a document with the Cheatham County, Tennessee Register of Deeds depicting and/or describing said easements. Thereafter, maintenance, repairs and/or replacements to the Access Road shall be the responsibility of the Road Maintenance Committee (the "RMC") which shall carry out its duties under this Section in accordance with all applicable governmental requirements. The RMC shall consist of no less than two (2) and no more than five (5) Parcel Owners who shall be appointed by a majority of the votes of the Owners of Parcels within the Property. The RMC shall have authority to engage contractors, engineers and other persons or entities as necessary or advisable to complete the RMC's duties under this Section. The RMC shall have authority to, and shall purchase liability insurance covering all Parcel Owners against liability arising from the Access Road and the maintenance, repairs and replacements thereof. The amount of such liability insurance coverage shall be determined by the RMC in its sole and reasonable discretion but shall be designed to cover the interests of all Owners of Parcels within the Property. The RMC may, but is not required to, purchase casualty insurance covering damage to the Access Road, the amount of such coverage being determined by the RMC in its sole and reasonable discretion. The RMC shall no less than annually invoice all Parcel Owners for each Owner's *pro rata* share of the expense of maintenance, repairs and/or replacement of the Access Road. An Owner's failure to pay their *pro rata* share of such expenses shall constitute a violation of this Declaration which shall be enforceable by any Owner or Owners in a court of competent jurisdiction. The substantially prevailing party in such litigation shall be entitled to recover from the substantially losing party all costs, expenses and reasonable attorney's fees incurred by the substantially prevailing party in the enforcement of this Section.

34. All benefits and burdens arising under this Declaration shall run in favor of the Parcel Owners and shall run with title to each respective Parcel. The rights herein created shall not be for the benefit of the general public, whether as a third-party beneficiary or otherwise. The grantee(s) of the Property, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or from a subsequent Owner, shall accept such deed or contract upon and subject to this Declaration, and by such acceptance, any such grantee shall for itself and its heirs, successors and assigns, covenant, consent and to such benefits and burdens.

35. This Declaration shall be construed, governed, and enforced under and in accordance with the laws of the State of Tennessee. The RMC and all Parcel Owners shall have standing to enforce this Declaration in any court of competent jurisdiction. Any person or entity found by a court to have violated this Declaration shall be liable for the reasonable attorneys' fees and court costs incurred by the party seeking to enforce the terms hereof.

36. The foregoing Restrictions shall be construed as covenants running with the land and shall be binding and effective for fifty (50) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless modified or terminated by the affirmative written vote of the Owners of no less than eighty percent (80%) of all Parcels within the Property. Every purchaser, or subsequent grantee of any interest in the Properties made subject to this Declaration, by acceptance of a deed or other instrument conveying title to a Parcel, agrees that the restrictions set forth in this Declaration may be extended and terminated as provided in this Section.

37. So long as Declarant owns any property within the Property, Declarant may unilaterally amend any provision of this Declaration without approval of the Owner of any Parcel. Following the expiration of the Declarant Control Period, this Declaration may be amended by the affirmative vote of at least three-fourths (3/4) of the Owners whose Parcels are then subject hereto. No such amendment shall become effective until the instrument evidencing such change has been filed of record. So long as Declarant owns any property within the Property, the Owners of Parcels then subject hereto shall have no right to amend the provisions the Declaration, without the prior written consent of Declarant.

38. Notice to any Owner of a Parcel comprising the Property may be sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, to the address for such Parcel, by electronic mail to an email address maintained by the Parcel Owner or by personal delivery to the Parcel Owner. Unless otherwise identified by Declarant, the address of Declarant for the purposes of furnishing notice shall be 719 Centre Street, Pleasant View, TN, 37146. Notices to Declarant shall be sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, receipt signature required.

39. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void or the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.



40. Each Owner or any other party having an interest in any portion of the Property expressly agree that no duty or obligation is imposed upon Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that Declarant has failed to enforce same.

41. If any person or entity shall violate or attempt to violate any provision of this Declaration, each Parcel Owner and the RMC shall have standing to bring an action against the violating party at law or in equity to redress the violation or attempted violation, seeking damages, equitable relief or both. Any failure by Declarant or any Parcel Owner to enforce any of said covenants, restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter, and shall not be deemed to have created a modification of this Declaration by implication of such inaction or otherwise. In the event any action or proceeding is brought to enforce, to challenge, or to determine by declaratory judgment or otherwise, the rights and obligations imposed by this Declaration, the substantially prevailing party in any such action or proceeding shall be entitled to recover from the substantially losing party all costs and expenses incurred in connection with such action or proceeding, including reasonable attorneys' fees.

## EXHIBIT A

### Property Description for Laurel Grove

A Tract of Land located on Keystone Drive in Pleasant View – Cheatham County, Tennessee being all of Parcel 007.45 of Map 011, of the Property Assessor's Office, belonging to Lex View LLC as shown in Record Book 604 – Pg. 1216, of the Register of Deeds Office. This is a Composite Survey comprised of data from Tennessee Land Surveyors: Winston B. Gaffron, Jr. – No. 1070 and Marvin T. Wright – No. 2094. All Parcels and Records referenced in the following description are from the Property Assessor and Register of Deeds offices of said county. Starting at a Point on the Centerline of Keystone Drive, a private drive from this Point, and said point is in the south line of Lexington Subdivision – Section 1 as shown in Plat Book 13 – Pg. 232, thence; By Wright, said Point is located 3082 ft. south along said Drive from its centerline intersection with Pleasant View Road, thence; By Wright, S 65°35'39" E – 29.39 ft. to a Point in the east margin of Keystone Drive (25 ft. from and perpendicular to centerline) being the southwest corner of Parcel 007.59 of Map 011, the Point of Beginning of this description, belonging to Diane D. & Kevin R. Batch as shown in Record 549 – Pg. 1376 being Lot 9 of said Lexington Subdivision. The following 24 courses by Gaffron other data by Wright and proceeding; 1) With the south line of Batch/Lot 9, N 82°41'31" E – 401.60 ft. to a Point being the southeast corner of Batch/Lot 9 and in the west line of Parcel 007.44 of Map 011 belonging to Susan & Daniel Gleaves as shown in Deed Book 529 – Pg. 308, thence; 2) With the west line of Gleaves, S 11°37'45" E – 108.50 ft. to a Point, thence; 3) Continuing with Gleaves, S 40°09'20" E - 512.55 ft. to a Point in the northwest line of Parcel 016.00 of Map 011 belonging to Debora L. & Ronald E. Waller as shown in Record Book 242 – Pg. 780, thence; 4) With the north lines of Waller the following seven courses, S 28°44'42" W - 598.53 ft. to a Point, thence; 5) N 81°09'57" W - 216.37 ft. to a Point, thence; 6) Going around the north end of a hollow, N 69°12'23" W - 256.90 ft. to a Point at the head of the hollow, thence; 7) S 34°09'29" W - 111.77 ft. to a Point, thence; 8) S 89°45'24" W crossing a hollow at 490 ft. and another hollow at 810 ft. and continuing in all 1187.80 ft. to a Point, thence; 9) N 03°49'38" E - 230.00 ft. to a Point in the north end, at a fork, of a hollow, thence; 10) S 89°42'40" W crossing a hollow at 238 ft. and continuing in all 321.66 ft. to a Point in the east line of Parcel 017.02 of Map 011 belonging to Larry Long as shown in Record Book 526 – Pg. 1529, thence; 11) With the east line of Long, N 07°27'23" E crossing a hollow at 189 ft. and continuing in all 980.45 ft., generally along a fence, to a Point, thence; 12) N 08°04'47" E crossing a ditch at 188 ft. and continuing in all 337.39 ft. to a Point being the southwest corner of Parcel 007.66 of Map 011, Lot 16 of said Lexington Subdivision – Section 1, thence; 13) With the south lines of Lexington Subdivision – Section 1, the following twelve courses, of Lot 16, N 71°33'21" E - 274.70 ft. to a Point being the southwest corner of Parcel 007.65 of Map 011, Lot 15, thence; 14) With the southwest line of Lot 15, S 43°43'47" E - 233.61 ft. to a Point

on the west margin of Keystone Drive (west leg of), thence; 15) With the west margin of Keystone Drive and Lot 15 with a curve turning to the right having an arc length of 27.69 ft., a radius of 375.00 ft., a chord bearing and distance of N 48°23'09" E - 27.69 ft. to a Point; thence; 16) With said margin and Lot 15, N 50°30'05" E - 103.04 ft. to a Point, thence; 17) Crossing to the east margin of Keystone Drive, S 39°29'54" E - 50.00 ft. to a Point in the line of Lot 14, thence; 18) With said margin and west line of Lot 14, S 50°30'05" W - 103.04 ft. to a Point, thence; 19) With said margin and west line of Lot 14 with a curve turning to the left having an arc length of 26.69 ft., a radius of 325.00 ft., a chord bearing and distance of S 48°08'56" W - 26.68 ft. to a Point; 20) With the south line of Lot 14, S 60°43'01" E - 316.51 ft. to a point in the west line of Lot 13, thence; 21) With the west line of Lot 13, S 19°35'41" W - 85.85 ft. to a Point, thence; 22) Continuing with Lot 13, S 09°01'05" W - 100.33 ft. to the southwest corner of Lot 13, thence; 23) With the south line of Lots 13, 12, 11, 10, S 80°07'26" E - 643.02 ft. to a Point in the west margin of Keystone Drive (east leg of), thence; 24) Crossing Keystone Drive, S 65°35'39" E - 58.78 ft. to the Point of Beginning containing 54.288 Acres, 2,364,792 Sq. Ft., according to a Survey by Marvin T. Wright, R.L.S. # 2094 of Tennessee.

Being the same property conveyed to Lex View, LLC, a Tennessee limited liability company by deed recorded in Book 604, page 1216, Register's Office for Cheatham County, Tennessee.