

**DECLARATION OF COVENANTS RUNNING WITH LAND  
AND RESTRICTIVE COVENANTS APPLICABLE TO  
THE HIGHLANDS AT BEAR CREEK, PHASE III**

**THIS DECLARATION OF COVENANTS** (hereinafter referred to as "Covenants"), and Restrictive Covenants Applicable to The Highlands at Bear Creek, Phase III (hereinafter referred to as "Restrictions"), executed this 1<sup>st</sup> day of March, 2010, by James N. Hall and Coleen Hall (hereinafter referred to as "Developer");

**WITNESSETH:**

**WHEREAS**, Developer is the owner of certain real estate in the County of Putnam, State of Tennessee, and more particularly described as The Highlands at Bear Creek, Phase III, a plat of which is of record in Plat Cabinet E, Slide 152B, Register's Office, Putnam County, Tennessee; and

**WHEREAS**, Developer desires to establish and provide for a system of administration and continual operation and maintenance of the Common Amenities of The Highlands at Bear Creek, Phase III, as hereinafter described; and

**WHEREAS**, Developer further desires to establish for Developer's benefit and for the mutual benefit and advantage of his heirs, successors, and assigns, and all future owners and occupants of The Highlands at Bear Creek, Phase III, or any portion thereof, certain rights, privileges, obligations restrictions, covenants, liens, assessments and regulation governing the use and occupancy of The Highlands at Bear Creek, Phase III, and the maintenance, protection and administration of the Common Areas thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in The Highlands at Bear Creek, Phase III, and are intended 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 all or any portion of the Properties, and which inure to the benefit of each owner thereof.

**NOW, THEREFORE**, Developer, as legal title holder of the Properties and for the purposes set forth above and further hereinafter set forth, declare as follows:

## **ARTICLE 1**

### **Definitions**

The following words when used in this declaration shall have the following meanings:

A. "Board" shall mean and refer to the Board of Directors of the Association.

B. "Building" shall mean and refer to a single-family residential building which may be build on each lot.

C. "By-Laws" shall mean and refer to the by-laws of the Association, and as may be amended from time to time.

D. "Common Amenities" shall mean and refer to those portions of The Highlands at Bear Creek, Phase III, as shown on the plat of same which is recorded in Plat Cabinet E, Slide 152B, Register's Office, Putnam County, Tennessee, which portions are not shown as lots or streets therein, and which portions may require common upkeep and maintenance, including, but not limited to, entrance fencing and landscaping and water for landscaping, entrance-way gate and signage at both entrances.

E. "Declaration" shall mean and refer to this Declaration of Covenants applicable to the Properties and which is recorded in the Office of the Register of Deeds for Putnam County, Tennessee.

F. "Developer" shall mean and refer to James N. Hall and Coleen Hall having their principal place of business in Cookeville, Tennessee, and any "Successor Developer" so designated as such by "Developer."

G. "The Highlands at Bear Creek, Phase III" shall mean and refer to that certain residential community known as The Highlands at Bear Creek, Phase III, which is being developed on real property now owned by Developer in Putnam County, Tennessee.

H. "Lot" shall either mean or refer to any plot of land to be used for single-family residential purposes and so designated on the plat.

I. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any of the Properties which are part of The Highlands at Bear Creek, Phase III, excluding, however, those parties; having such interest merely as a security interest for the performance of an obligation.

J. "Plat" shall mean and refer to the plat of The Highlands at Bear Creek, Phase III, of record in Plat Cabinet E , Slide 152B , Register's Office, Putnam County, Tennessee.

K. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

L. "Properties" shall mean and refer to any and all of that certain real estate described as The Highlands at Bear Creek, Phase III, a plat of which is of record in Plat Cabinet E, Slide 152B , Register's Office, Putnam County, Tennessee.

## **ARTICLE II**

### **Submission of Properties**

The Developer, as legal title holder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration and as they may be amended from time to time. This Declaration shall constitute COVENANTS RUNNING WITH THE LAND and be binding upon all parties now owning or thereafter having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each owner hereof. Every person hereafter acquiring a lot or any portion of the Properties by acceptance of a deed to any interest in a lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same, shall be deemed to have consented to and agreed to be bound by the terms, conditions and covenants of this Declaration.

## **ARTICLE III**

### **General Provisions**

A. **Duration.** This Declaration of Covenants shall be appurtenant to and run with the land and shall be binding upon all owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them, and all other parties hereafter who may be made subject to said Declaration for a period of ninety-nine (99) years from the date of the filing of this Declaration.

B. **Enforcement.** All covenants herein may be enforced by Developer or any "Successor Developer" until such time as Developer or any "Successor Developer" has

sold all its right, title and interest in and to the Properties, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorney's fees and court costs. Further, after the termination of Developer's interest, in the event the Association fails to act to enforce any covenant herein, any Owner of any Lot may enforce this Declaration as aforesaid against any other Owner.

**C. Partial Invalidity.** Any invalidation of anyone or more of these covenants by judgment, court order, or statute, or failure on the part of Developer, their successors or assigns, to enforce any of said covenants, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such covenants anytime after the violation thereof.

**D. Exoneration of Developer.** Each Owner of any Lot in the Properties, or any other party interested in the Properties, expressly agrees that there shall be no duty or obligation imposed upon Developer to enforce or attempt to enforce any of the covenants contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever from any third party for failing to enforce same.

#### **ARTICLE IV**

##### **Amendment**

The covenants of this Declaration may be amended by the Developer or any "Successor Developer" without joinder of any Lot Owner at any time the Developer or "Successor Developer," in its sole discretion, deems necessary. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefore, hereby agrees that the covenants and conditions of this Declaration may be amended as provided herein.

**NOW, THEREFORE,** Developer, as legal title holder of the Properties, and for the purposes hereinafter set forth, declares as follows:

**WITNESSETH:**

***RESTRICTIVE COVENANTS APPLICABLE TO  
The Highlands at Bear Creek, Phase III***

James N. Hall and Coleen Hall, owners in fee simple of the property known as The Highlands at Bear Creek, Phase III, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet E, Slide 152B 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 Developer, any "Successor Developer" so designated by Developer, 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. Lots shall be used for residential purposes only; 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.
2. 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.
3. No building shall be constructed or maintained on any lot which extends over the set-back lines, as shown on the recorded plat; 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 as shown on the plat are: front- 35 feet, side- 10 feet, rear - 30 feet and side street - 35 feet. The Declarant expressly reserves the 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 lot as shown on the recorded plat, 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 The Highlands at Bear Creek, Phase III, to be placed or erected on any lot.

6. Any residence erected on any lot and/or tract, as shown on said plat, shall have a minimum living area of 1,600 square feet. Two-story residences shall contain no less than 1,850 square feet of living area. 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. However, a two-car basement garage may be utilized in lieu of an attached two car garage, but in that event, the minimum square footage requirements referred to above shall be increased to 1,800 square feet for one-story residences and 2,050 for two-story residences, respectively.
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 the construction of any building erected on the lots of The Highlands at Bear Creek, Phase III, 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 lots.
10. No noxious or offensive operations shall be conducted or maintained on any lot and/or tract, and nothing shall be done on said lot and/or tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.
11. No poultry or swine shall be allowed or maintained on any lot at any time. However, this restriction shall not preclude the keeping of dogs or cats, or other household pets, which pets must be kept on the premise and/or be on a leash when taken off the premises.

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. All fencing must be to the rear of the structure.
12. Gardens are permitted, so long as they are grown to the rear of the structure, on any lot in The Highlands at Bear Creek, Phase III.
13. Sixty percent (60%) of exterior wall materials must be brick, stone, stucco, hardiplank® or wood. The remaining forty percent (40%) of exterior materials may be brick, vinyl, wood, or any other material approved by the Southern Building Code.

14. 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.
15. 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.
16. 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.
17. 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. Developer in its sole discretion reserves the right to waive this restriction on other lots in The Highlands at Bear Creek, Phase III because of rock, topography, or distance. Developer further reserves the right to waive this restriction on future phases of said subdivision. A waiver by the developer on one lot shall not waive this restriction as to any other lot.
18. All culverts for driveways must be approved by the Putnam County Highway Department prior to installation.
19. Storage building(s) and/or barns shall be allowed. All barns and outbuildings must be constructed of new materials and have a continuous foundation. Only one building per tract shall be permitted. All plans must be approved by the developer.
20. 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. Developer in its sole discretion reserves the right to waive this restriction on other lots in The Highlands at Bear Creek, Phase III, when it would be impractical to require such underground utilities because of rock, topography, or distance. Developer

further reserves the right to waive this restriction on future phases of said subdivision. A waiver by the developer on one lot shall not waive this restriction as to any other lot.

21. All vacant lots shall be mowed and trimmed by owner at least 1 time each month beginning April through September and other months as needed to keep a neat appearance. In the event the lot owner does not so maintain his lot(s), it may be done by the developer and billed to the lot owner, and unpaid sums shall be a lien on said lot(s). Developer is exempt from this restriction.
22. No above-ground swimming pools shall be erected on any lot.
23. Prior to and during 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.
24. No outside clothesline will be permitted on any lot in The Highlands at Bear Creek, Phase III.
25. No exterior satellite dishes over 39 inches in diameter will be permitted. No exterior radio antennas or exterior television antennas will be installed on any lots which adjoin the golf course.
26. Developer, or "Successor Developer," as designated by Developer, shall retain the right to use any lot 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 lot or tract. Except for the foregoing, no lot in The Highlands at Bear Creek, Phase III, shall be used as a street, or to create a street, that would connect to any other property or street. Acceptance of a deed to any lot in the properties shall constitute notice to any such lot owner that Developer is developing The Highlands at Bear Creek, Phase III and its contiguous properties, and may use any lot owned by Developer as a street to connect and/or to connect any utilities to any adjoining property, and every lot owner, by acceptance of such deed, hereby consents to Developer's use of Developer's lot(s) as streets, so long as said streets meet appropriate planning commission regulations. Developer shall be held harmless from any claims, loss, or damages resulting from Developer's use of any of Developer's lots as a street when said street meets appropriate Planning Commission regulations.
27. By acceptance of a deed to any lot in The Highlands at Bear Creek, Phase III, the grantee in such deed hereby releases and agrees to hold Developer

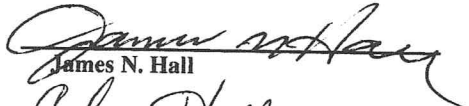



harmless from any and all costs, claims, liabilities, and damages, resulting from any water runoff occasioned by the construction on or changes in topography on any other properties within The Highlands at Bear Creek, Phase III.

28. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot 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 lots 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 the conveyance would not have been made.

In the event anyone 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.

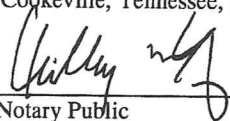
WITNESS ITS HAND on this the 17<sup>th</sup> day of March, 2010

  
James N. Hall  
  
Coleen Hall

STATE OF TENNESSEE  
COUNTY OF PUTNAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James N. Hall and Coleen Hall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the within named bargainor(s) and that they, as such, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Cookeville, Tennessee, this the 12<sup>th</sup> day of March, 2010.

  
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Notary Public

My Commission Expires: 11/23/2010



Harold Burris, Register  
Putnam County  
Rec #: 86825      Instrument #: 115610  
Rec'd: 50.00      Recorded  
State: 0.00      3/12/2010 at 2:51 PM  
Clerk: 0.00      in Record Book  
Other: 4.00      574  
Total: 54.00      Pgs 84-93