

DECLARATION OF RESTRICTIVE COVENANTS FOR  
JAMES LAFEVER SUBDIVISION FOX HILL RD

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 1 day of August, 2023, by the James Lafever Heirs, (the "Owners").

WITNESSETH:

WHEREAS, the Owners own certain real property known as the JAMES LAFEVER SUBDIVISION Property, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet L, Slide 9B, (the "Property"); and

WHEREAS, it is for the interest, benefit and advantage of the Owners, also sometimes called the "Developer", and each and every person or entity that shall hereafter acquire any lot or tract or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots or Lots being collectively referred to as the "Lots" and "Tracts" and individually referred to as a "Lot" or "Tract") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners. Developer and each and every subsequent owner of any of the Lots or Tracts portions of said Lots or Tracts in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots or Lots portions of said Lots or Tracts, and to all persons owning any of said Lots or Tracts or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners.

1. **Dwelling Size.** The minimum square footage of living area of any single-story residence shall be one thousand five hundred (1,500) square feet. The minimum square footage living area of any two story or split-level residence shall contain not less than one thousand eight hundred (1,800) square feet of living area. Residence must have a two-car garage, but it will not be necessary to have a two-car garage if residence has a full size basement. All measurements shall be as measured from exterior walls; provided, however, living area is hereby defined as heated space, but shall not, in any case, include garages, porches, basements and similar spaces, which shall be in addition to and not included in the above stated minimum square feet requirements regardless of whether or not they are heated.
2. **Exterior Quality.** Exterior construction material shall be at least 90% brick, stone or cement siding on the front; remaining 10% can be vinyl siding, cement siding, stucco, or wood. All sides and rear walls can be brick, stone, vinyl siding, cement siding, stucco, or wood. Exterior materials must be at least at or above the International Building Code. All foundations and exposed block shall be covered in brick or stone or split-faced block. Retaining walls and outbuildings shall match the house.

3. **Building Location.** No building or structure of any kind shall be constructed or maintained on any lot which extends over the set-back lines as shown on the recorded plat. Set-back lines as shown on the plat are: 30' front, 10' side, 10' rear. The developer expressly reserves the right to amend or alter the set-back lines, with the approval of the appropriate planning commission.
4. **Diligence in Completing Construction.** Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than ninety (90) days. In any event, construction must be completed within twelve (12) months of its commencement.
5. **Maintenance of Construction Site.** Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.
6. **Dwellings, Temporary Structures, Garages, and Outbuildings, Etc.** No trailer, mobile home (including double wide mobile homes), modular home, old house, house constructed off premises, tent, shack, or any other out building (except for bath houses that otherwise comply with this declaration) shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. Notwithstanding the foregoing, temporary buildings may be used by the Developer as temporary sales or construction offices.
7. **Detached Buildings.** Lots 1-19: Only one outside detached building can be placed on or erected on any Lot and shall not exceed 75% of the finished square footage of the dwelling as measured by the exterior walls and shall not exceed fourteen (16) feet in eave height. Tracts 20-22: This restriction shall not apply to Tracts 20-22.
8. **Swimming Pools and Bathhouses.** Any swimming pool or bathhouse must be located to the rear or side of the residence or enclosed therein. All swimming pools shall be enclosed for safety by a wall or fence at least five (5) feet in height. The exterior walls of all bathhouses shall conform and be of the same materials as the residence. All bathhouses and the construction thereof must conform to and be in harmony with the existing structures in the Subdivision. All fences and walls must be kept neat, maintained and structurally sound.
9. **Garbage and Refuse Disposal; Utility Meters.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All utility meters shall be located at the side or rear of the structure.
10. **Nuisances.** No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no exterior storage of any junk vehicle, junk or scrap accumulation. Any vehicle unlicensed in the current year will be deemed a junk car.

11. **Livestock and Poultry.** Lots 1-19: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that if any contiguous combination of Lots 1-19, or contiguous combination of Lots 1-19 with any contiguous combination of Tracts 20-22, results in five (5.00) acres or more being owned by an individual landowner, then the livestock provision for Tracts 20-22 of this section shall be allowed. Tracts 20-22: No commercial poultry houses or swine shall be allowed on the premises, however other livestock shall be permitted.
12. **Pets.** Dogs, cats or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purpose.
13. **Covenant with Respect to Maintenance of Lot and Improvements.** Lots 1-19: Each owner shall keep his or her Lot and any structures thereon in good order and repair. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon. Tracts 20-22: Each owner shall maintain his or her Tract or Lots in a manner in accordance with customarily accepted agricultural practices.
14. **Fences.** Lots 1-19: No fences of any type shall be permitted forward of the dwelling. Tracts 20-22: This restriction shall not apply.
15. **Damage, Destruction or Maintenance.** In the event of damage or destruction to any structure within the Subdivision, each respective Lot owner agrees as follows:
  - a) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure.
  - b) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first- class condition. In no event shall any damaged structure be left unrepaired and unrestored for in excess of ninety (90) days from the date of the insurance adjustment.
16. **Easements.** Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Subdivision or in subsequent recorded resubdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, to the extent that such may be reasonably necessary, from the front Lot line to the rear Lot line to any utility company having an installation or repair in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. The owner of any Lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit

the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.

17. **Enforcement.** Any Lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, or both, including all attorneys fees reasonably incurred in enforcing these restrictions. These restrictions shall be deemed covenants running with the land. It is further agreed by any purchaser of Lot(s) so restricted, that by his/her acceptance of the deed thus restricted, that these restrictions are a substantial portion of the consideration, exchanges and conveyance, without which the conveyance would not have been made.
18. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.
19. **Amendment.** Anything contained herein to the contrary notwithstanding, the Owners reserve the right for the Owners/Developers, its successors and assigns, to modify, release or amend all covenants and restrictions contained herein, including without limitation the right to a Lot owned by the owners/developers as a street to connect to any adjoining property that may be developed, and also to re-subdivide a lot or tract as long as the newly created lots to meet Putnam County Subdivision Regulations, until such time as Owner/Developer has sold all of the Lots; and thereafter this declaration may be modified and amended by the vote of at least ninety (90%) percent of the owners of all Lots then subject to this Declaration, each such Lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office for Putnam County, Tennessee.
20. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

IN WITNESS WHEREOF, the Owners/Developers have caused this Declaration to be executed on the day and date first above written.

David L. Lee

Lillie Layman

Lynn LaFleur

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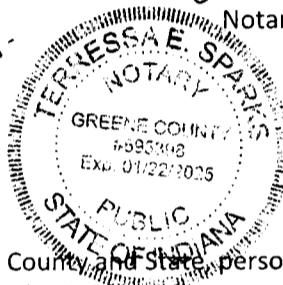
STATE OF Indiana )  
COUNTY OF Greene )

Before me, a Notary Public in and for County and State, personally appeared James Lajevca, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an owner of the property.

Witness my hand and official seal, at Cookeville, Tennessee, this the 1 day of August, <sup>2023</sup>2015.

Tennessee E Sparks  
Notary Public

My commission expires: 01-22-2025



STATE OF IN )  
COUNTY OF Fulham )

Before me, a Notary Public in and for County and State, personally appeared Lynn Lajevca, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an owner of the property.

Witness my hand and official seal, at Cookeville, Tennessee, this the 2 day of Aug, 2015. <sup>2023</sup>

[Signature]  
Notary Public

My commission expires: 11-20-23

STATE OF IN )  
COUNTY OF Fulham )

Before me, a Notary Public in and for County and State, personally appeared Cillie Tinch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an owner of the property.

Witness my hand and official seal, at Cookeville, Tennessee, this the 2 day of Aug, 2015. <sup>2023</sup>

[Signature]  
Notary Public

My commission expires: 11-20-23

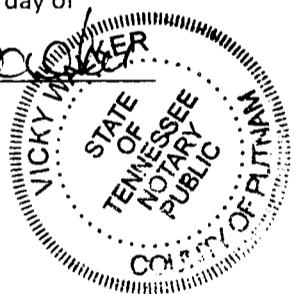
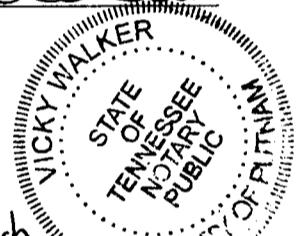
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for County and State, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an owner of the property.

Witness my hand and official seal, at Cookeville, Tennessee, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



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IN WITNESS WHEREOF, the Owners/Developers have caused this Declaration to be executed on the day and date first above written.

Rodney J. Turner

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STATE OF Indiana  
COUNTY OF Greene )

