

LINGER LAKE

The Linger Lake Resort, Inc., a State of Tennessee Corporation, the owner of the Fee Simple Title to the below described real property or that which is referred to and shown on plat of said property which said plat is of record in Plat Book No. 2, on page 15 in the Register's Office in Cumberland County, Tennessee, which said area shown by said plat is a recreation and a resort area and it is desired to preserve said area as such and to make the following covenants and declarations attaching to and run with said land and area to regulate, limit and restrict the use to which said land and lots and tracts composing said area may be put.

It is hereby specified that said declarations shall constitute covenants that run with all of the said land, and shall be binding on all parties and persons and other entities claiming under the present owner, and for the benefit of and to place limitations upon all future owners of any land in said area.

It is intended that this declaration of restrictions be placed into operation for the purpose of keeping said area desirable, uniform and suitable in architectural design, and to enhance and maintain the aesthetic value thereof, and to make same suitable for use as herein specified, and for the mutual benefit of all the owners of any land in said area.

It is hereby declared that none of said land would be sold in said area without the covenants real attaching to and running with same.

The Purchaser, by the acceptance of a deed to any land in said area, thereby agrees, for himself, herself, or itself, that the said real covenants herein set out will attach to and run with the said land and be binding upon their successors, heirs and future owners of any interest therein.

Said real covenants which are hereby attached to said land and run with same and are binding upon all future owners of any and all interest therein are as follows:

1. Said property is to be used for residential purposes only, except as provided otherwise in deed or on the plat, and only one (1) private, single family dwelling and a garage for not more than two (2) automobiles, shall be erected on any one lot or tract of land. All garages placed on a lot must conform in appearance, style and type and quality of structure with the dwelling on said land.
2. The only building material to be used on the outside of any dwelling or garage on said land will be brick, grade "A" wood or lumber, concrete, stone, asbestos siding of the highest grade, or aluminum siding. No imitation building material is to be used on the exterior of any dwelling or garage.
3. No dwelling is to be more than two and one-half (2½) stories in height and the ground floor area of all dwellings, regardless of height, will be not less than 600 square feet of heated floor space and excluding porch and breezeway, etc. areas.
4. All sanitary plumbing and disposal systems must be inspected and meet with the minimum requirements of, and be approved by, the health authorities, and other controlling agencies, operating in Cumberland County or the State Health Department, or other State controlling agencies, before any septic tank or disposal system is installed and after installation. No outside toilets will be permitted on any lot or tract of land and no waste or unnatural drainage will be permitted to enter the lake.
5. No animals, fowls, birds or other types of pets, other than usual household pets, shall be kept or permitted to remain on any of said land when a nuisance or disturbance is likely to exist. All household pets will be kept in such manner as not to create a disturbance or nuisance in any way to any one.

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6. No house trailer, basement, tent, garage, or other temporary type structure will be placed or permitted to remain on any of sameland, except that house trailers of described type may be placed in areas designated for such.

7. No structure or any type, except that approved in writing by the Board of Directors of Seller, will be placed or permitted to remain on said land below contour line at elevation _____ feet above sea level. An easement is hereby reserved in all areas and of all areas said contour line and below same to permit the lake to be raised a minimum of two (2) feet and said area may be flooded and no damage will be allowed for such.

Another easement, or other easements, is and are reserved all along and including the areas five (5) feet wide just inside all boundary lines along the rear, front, and all sides of all said lots or tracts of land. Said easement may be used for, but is not restricted to, construction and maintenance of wires, conduits, poles, lines of all types, fittings and fixtures for all types of utilities including sanitary and storm sewers, and other public and semi-public uses and to trim trees which may interfere or threaten to interfere with any or all of such, with the right to ingress to and egress from and across said areas by any person, machines, etc., that may have need to use same in connection with said purposes. Likewise the area along all sides for five (5) feet of any other established boundary line, is hereby reserved as an easement area for like purposes, but not restricted thereto.

9. "For Sale" or "For Rent" or any other signs, will not be permitted to be placed on or to remain on any of said land.

10. In event it is decided to have a water system and as many as 115 lots have been sold in said area, and a majority of the owners of the lots or tracts so sold so agree, each lot which has been sold and those sold afterwards, all may be assessed an amount up to \$150.00 each lot or tract to pay on the water system costs and expenses, including maintenance and expansion. In addition thereto a tap fee may be charged for each connection onto the system. After the connection onto the system, the operator or owner thereof (the system) will have the right to make monthly assessment for water use, but in no event will the monthly assessment be less than \$3.00 for each connection onto the system. Said assessment to be used for defraying costs of operation, purchase or acquisition of water, and maintenance costs, and expansion, and in event there be a surplus, same may be used for general resort development and expenses.

Said assessments, both the original and the monthly, are hereby made a lien against said lot or tract of land to secure the payment of each assessment as of date the assessment is made or should have been made in due course of business. Any lot or tract supplied by a well prior to the installation of the water system, is hereby exempted from the provisions of this item, except when the connection to the system is made, then both types assessments are due and payable and become applicable to said land.

11. No lot or tract shall be further or re-subdivided into smaller areas.

12. No boat dock, floats or other structures extending into or over the lake, will be constructed, placed or permitted to remain in or on said lake or over same, without prior written approval of the owner (seller), or authorized manager or officer of seller or the owner of Linger Lake Resort.

13. No loud or annoying motors will be run or or permitted to be operated near the lake, between the hours of 9:00 P.M. and 8:00 A.M. There will be no speed boating or unsafe speed or operation of any boat or craft and no water skiing or other such acts or activities which would disturb or interfere with fishing or which will create a

safety hazzard to fishermen or others using the lake. No boat above a registered ten (10) horsepower motor will be permitted on the lake at any time. The manager of Linger Lake Resort or any assistant to the manager is hereby given full authority to judge and determine when there is a violation of this provision.

14. No noxious or offensive trade or activity will be permitted or carried on any lot, tract, or street or roadway in said area, nor will anything be done thereon which will be or will become an annoyance or nuisance to the neighborhood.

15. The owner or owners of any interest in any land within the said area as shown by the plat thereof, or any lot or tract therein, now and hereby agree not to sell, transfer or convey, by law or otherwise, said interest therein to any person, corporation, or other entity that has or have not made application and been accepted as a member of the Linger Lake Resort Owner's Association. It is agreed that this provision is binding upon the heirs, assigns, successors, and personal representatives of said owners of said land.

16. The high quality of the structures to be placed on any of the said land and the aesthetic appearance is to be maintained. All land is to be kept clean of weeds and other unsightly growth. The buildings are to be kept painted or stained when needed, so as not to appear weatherbeaten and so as not to devalue the surrounding property. Drains will be kept open and functional at all times. No condition will be permitted to exist or continue to exist which will cause erosion and the silt therefrom to enter into the said lake. If in the opinion of the Manager, or one of his assistants, of Linger Lake Resort, any of the provisions of this section be violated, it is hereby agreed that said manager, or assistant, may do all acts and things to correct or alleviate the conditions and charge the costs and expense thereof to the owner of the said land. A lien is hereby reserved to Linger Lake Resort, Inc., as of date the said charge is made or should have been made in due course of business, to secure the payment of such work and expenses.

17. These covenants real which run with the land, etc, shall be binding upon the purchasers, their heirs, assigns, successors, and personal representatives of the owner and any future owner of any interest in said land. Any alteration, change or release from said covenants or any amendment thereof, will be done upon written approval of not less than 2/3rds of the owners of any interest therein. Said covenants are to run with and bind all said owners until December 31, in the year 2004; then they will automatically be renewed for succeeding ten (10) year periods until properly released.

18. Any invalidation of any section or other part of these covenants or any part hereof, in any way, will not affect any other part of provision herein and such will remain in full force and effect otherwise.

WITNESS THE OFFICIAL SEIGNATURE as follows, this the 17th day of December, 1964.

Linger Lake Resorts, Inc.
Linger Lake Resort, Inc.

By: E B Sticher
President

STATE of TENNESSEE
CUMBERLAND COUNTY

Before me, the undersigned authority in the State and County aforesaid, personally appeared E. B. Sticher, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the Linger Lake Resort, Inc., the within named bargainer, A Corporation, and that he as such Officer and being