

RESTRICTIONS OF GUNNELS LAKEVIEW ESTATES, LLC

PHASES II AND III

It is the intent purpose and desire of Gunnels Lakeview Estate, LLC, to be of the highest possible quality, and a credit to the community of which it is a part of as well as a source of pride for its residents. To assure that the objective is obtained, development of the project and completion of the residences has and will be done in a manner so as to minimize disturbance to the natural environment.

1. There will be no re-subdividing of any lot or division of any lot into smaller parcels or tracts.
2. Said property shall be used solely for residential purposes.
3. Only one single-family dwelling unit will be permitted on each subdivision lot.
4. No animals or fowl shall be kept or maintained on said lots except customary household pets.
5. Gunnels Lakeview Estates, LLC, reserves ten-foot easements on all property lines throughout, and upon said land for installation of utilities, and drains and the maintenance thereof.
6. A setback of thirty (30) feet shall be required from the road and fifteen (15) feet from the property line.
7. No lot or parcel of land of the properties shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall be kept in a clean sanitary condition, and disposition of same shall be prompt.
8. Attached and detached garages will be permitted, but are restricted from residential and/or apartment dwelling use. Said garages should be of good quality construction and compliment the residential dwelling.
9. No commercial, retail or wholesale businesses will be conducted from or on the premises of any subdivision lot.

10. Junkyards, inoperative motor vehicles, auto body shops, lumber yards, or auto repair shops will not be permitted or harbored on the premises of any subdivision.

11. No modular home or manufactured home will be permitted on any subdivision lot.

12. No house or residence shall be constructed thereon having less than fifteen hundred (1500) square feet of heated floor space.

13. All single family buildings shall be brick, stone, aluminum, vinyl siding, finished wood siding, log or hard board variety. All outbuildings shall be of same, and on a solid foundation.

14. That no used residential property will be thereon, unless the home is of log construction.

15. That no permanent outside toilet facilities or any type of privy will be used or maintained on said land.

16. It will be permissible to use a camper home located on the property while construction of a permanent dwelling is under construction, said camper is allowed as temporary housing for up to three (3) months.

17. The owner of any lot or lots within the development will at all time, keep the premises neat and clean, and any improvements situated hereon be kept in good repair. Lots and established residences must have lawns mowed at least once a month from April to October of each year.

18. Fencing: There shall be no metal, wire, or chain link fences. All fences will be made of wood with split rail, panels or vertical plank designs. All materials must be new. All fences shall be six (6) feet or less in height. All fencing designs must be approved by Gunnels Lakeview Estates.

19. All signs are prohibited except: signs erected by the Developer for identification of streets, traffic control, and directional purposes. Signs of a temporary nature advertising property for sale and construction signs shall not exceed five (5) square feet in area. Signs erected by Developer in connection with its sales program.



20. No residence shall contain exterior finish of unpainted blocks, tar paper, or rolled type skirting or asphalt type siding.

21. These restrictions and covenants are perpetual and will run with the real property herein conveyed, same to be binding upon all lot owners, their heirs, administrators, successors, and assigns.


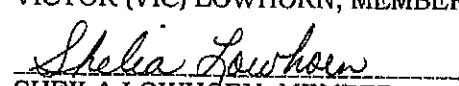
22. There will only be one driveway access per lot. The driveway access shall be no wider than twenty (20) feet. No vehicles shall be parked on the road. Circle driveways must be approved by Gunnels Lakeview Estates, LLC.

23. Invalidity by judgment of court orders of any restrictive covenant contained herein will in no way affect any of the other provisions contained in this declaration, and all such other provisions will remain in force and effect.

WITNESS our hands on this the day and date first above written.


JAMES E. ADAMS, Grantor

JEAN ADAMS, Grantor

GUNNELS LAKEVIEW ESTATES, LLC

By:  and
VICTOR (VIC) LOWHORN, MEMBER

SHEILA LOWHORN, MEMBER

ACKNOWLEDGMENT

STATE OF TENNESSEE

SS

COUNTY OF PICKETT

Personally appeared before me, a Notary Public and for said County and State, the within named bargainors, JAMES E. ADAMS, JR. and wife, JEAN ADAMS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

15th day of July, 2003. WITNESS my hand and official seal at office on this the

Jennifer R. Storie
NOTARY PUBLIC

My Commission Expires: 9-17-2005



CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE

SS

COUNTY OF PICKETT

Before me, a Notary Public and for said County and State aforesaid, personally appeared VICTOR LOWHORN and SHEILA LOWHORN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged themselves to be members of GUNNELS LAKEVIEW ESTATES, LLC, being authorized so to, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC by themselves as members.

WITNESS my hand and official seal at office on this the 15th day of July, 2003.

Jennifer R. Doru
NOTARY PUBLIC

My Commission Expires:

9-17-2005

This Instrument Prepared By:

Onnie L. Winebarger
ATTORNEY AT LAW
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STATE OF TENNESSEE, PICKET COUNTY
The foregoing instrument and certificate were noted in
Note Book 5 Page 99 At 3:38 clock P M 7/5/03
and recorded in Map Book 47 Page 129
State Tax Paid \$ 0 Fee 2.00 Recording Fee 26.00
Total 27.00 Witness my hand.
Receipt No. 21517
Register Phyllis Ford