

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions is made and published by McBroom Family Limited Partnership of Maury County, Tennessee, (hereinafter referred to as the "Developer").

WHEREAS, the Developer owns the fee title to the property shown on attached Exhibit A, B, and C ( the "Property"); and

WHEREAS, the Developer desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of the property.

NOW, THEREFORE, the Developer declares all property shown on the Exhibits to be subject to the following protective covenants and restrictions:

1. No lot shall be used except for private single-family residential purposes, and no lots shall be resubdivided into smaller lots. Two or more lots may be combined to make a larger lot. Each residence shall be designed and used for the occupancy of one family.
2. No modular homes, manufactured homes, mobile homes, trailer homes, or travel trailers will be permitted as a residence or allowed on this property.
3. No trade, business or commercial activity of any kind (or practice of a profession) shall be conducted on the property. It shall not be a violation of this restriction for a builder or the Developer to use a new house as a model home for no longer than two (2) years for display.
4. The ground floor of the main structure of a single story home shall not be less than 1600 square feet of living area. A dwelling of more than a single story shall have a total living area of not less than 1800 square feet. Living area shall exclude porches, breezeways, basements and garages.
5. No residence shall be constructed on any lot which shall have an outside finish of any material other than brick.

dormers, cantilevers, and on the rear portion of the house. No bare foundation blocks (painted or unpainted) can show and must be covered by bricks.

6. No advertising signs (except one of not more than five (5) square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said property, nor shall said property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any lot or any resident thereof; provided, however, the foregoing covenant shall not apply to the signs and billboards or the construction and maintenance of buildings, if any, of any Developer, his agents and assigns, during the development and sales period of lots in the subdivision.

7. All utility service wires, including electricity, telephone, and cable television, for the residence or any outbuildings shall be underground. Perpetual easements are reserved for utility installation and maintenance in accordance with utility easements designated on the property.

8. All equipment, garbage cans, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring streets or lots. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No clotheslines, drying yards or satellite antennas shall be permitted, unless confined to the rear yards and concealed by hedges, lattice or screening.

9. All residences must have a drive constructed either of concrete, aggregate peagravel, or asphalt, and such drive must be completed within 12 months time as the residence is completed or occupied, whichever shall occur first.

10. All residences must have an attached garage or basement that can be used for housing a minimum of two and a maximum of four vehicles (cars, trucks or vans).

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11. No animals (including sheep, goats, and poultry) or reptiles of any kind, shall be raised, bred, kept, or boarded on any lot, except dogs, cats and other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept on lots provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pets.

12. The following restrictions apply to vehicles (defined as including cars, trucks, vans, recreational vehicles, trailers, boats, motorcycles, and other similar devices for transporting persons or property) on any lot or street in the subdivision:

a. No truck or van larger than one (1) ton shall be parked or kept on any lot or on any street for a period in excess of twenty-four (24) hours in one calendar year unless housed in an enclosed garage or basement.

b. No vehicle which is inoperable shall be habitually or repeatedly parked or kept on any lot or on any street unless housed in an enclosed garage or basement.

c. The only vehicles which may be parked on any street for a period in excess of twenty-four (24) hours in any one calendar year are automobiles, trucks one (1) ton or less, and vans one (1) ton or less.

d. Any recreational vehicles or commercial vehicles, including, but not limited to, boats, boat trailers, or similar types shall be screened from the view of adjoining neighbors and streets or concealed in a garage. No items detrimental to the appearance of the subdivision shall be permitted on any lot.

13. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No all-terrain vehicles, dirt bikes or motorcycles will be permitted to be driven on any streets or lots. Street motorcycles are

permitted and for the purposes of this document shall be considered as an automobile.

14. No fence of any description shall be erected nearer to the front lot line than the rear of the residential structure on that lot. This restriction does not apply to a growing fence or hedge which does not exceed a height of three (3) feet. All manmade fences shall be a maximum height of six (6) feet and shall be constructed of wood, stone or brick. All outside heating and air conditioning units to be in the rear of the house or if on the side to be enclosed with a decorative fence or shrubs.

15. Any outbuildings, not attached to the residence, must have the same exterior style and material as the exterior of the residence, must be no less than 100 square feet and no more than 325 square feet in size, must be located at rear of lot, and must not be portable. Portable garages and utility buildings are prohibited.

16. The front of the house shall be landscaped with shrubbery and shall be completed within four (4) months after occupancy of home.

17. Grass, weeds, vegetation and debris on each lot shall be kept mowed and cleared at regular intervals by the owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such lots. Until a residence is constructed on a lot, Developer, at his option and discretion, may mow and have dead trees and debris removed from such lots, and the owner of such lot shall be obligated to reimburse Developer for the cost of such work should the owner refuse or neglect to comply with the terms of this paragraph. It shall be the further duty of each lot owner to keep the exterior of structures on the lot in good repair, including paint, roof, gutters and exterior surfaces.

18. At which time Developer has completed 90% of the development, the maintenance of the subdivision entrance sign and

surrounding grounds shall be the responsibility of the homeowners of the subdivision.

19. The covenants, terms and conditions, restrictions and limitations herein contained are to run with the land and shall be binding upon all parties and persons claiming under them and shall inure to the benefit of, and shall be binding upon their, and each of their heirs, executors, administrators and assigns.

No lot shall be conveyed, devised, leased or demised at any time hereafter, except as being subject to the covenants, restrictions, liens and charges herein contained. Whether or not it be so expressed in the deeds or other instruments of conveyance of property, all lots shall be absolutely subject to the covenants, restrictions, liens and charges herein contained which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in each and every contract and conveyance.

20. If the parties hereto, or any of them, or any of their heirs, executors, successors, administrators or assigns or any future owner or owners of any lot or lots within the property or any of their heirs, successors, administrators or assigns, shall violate or attempt to violate any of the covenants, restrictions and/or limitations herein contained, it shall be lawful for any person or persons owning any real property situated on said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate these restrictions to prevent such person or persons from so doing. The person prosecuting any party violating, or attempting to violate these restrictions shall be entitled to recover damages for such violations or attempted violations, the reasonable costs of investigation of any violation or attempted violation, any court costs or other expenses incurred by the prosecuting party required to enforce these restrictions, and specifically said party if they are successful in establishing a violation or attempted violation of these restrictions shall be entitled to recover damages in the

minimum amount of \$1,000.00 from the person violating these restrictions and all of their attorney's fees and other costs of litigation.

21. These restrictive covenants may be amended unilaterally by the Developer, without the necessity of consent or approval by any lot owners or other interested parties, within the two years following recordation of these restrictive covenants. Thereafter, these restrictive covenants may be amended by the affirmative vote of 75% of the lot owners of record with each lot to have one (1) vote.

IN WITNESS WHEREOF, this instrument has been executed on this, the 30 day of June, 1997.

McBroom Family Limited Partnership

Genette H. McBroom  
By: Genette H. McBroom, General Partner

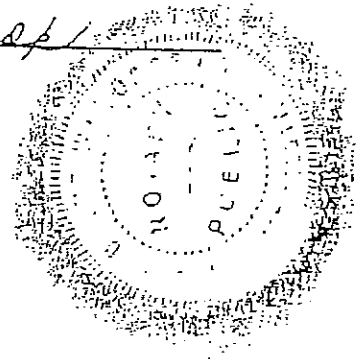
STATE OF TENNESSEE  
COUNTY OF MAURY

Personally appeared before me, the undersigned, Genette H. McBroom, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained on behalf of McBroom Family Limited Partnership being authorized so to do.

WITNESS my hand, at office, this 30 day of June, 1997.

My commission expires:  
11/28/98

K. Anne Waldrop  
Notary Public



MAURY COUNTY, STATE OF TENNESSEE  
Received for record this 1 of JULY 1997 at 3:21 o'clock P  
Book 18 Page 144 Receipt # 16608 According to 36.00  
State Tax \_\_\_\_\_ Franchise Fee \_\_\_\_\_ Total 36.00  
Book 1336 Page 652, Witness my Hand,  
MAURY COUNTY REGISTER OF DEEDS

A. Wayne White

AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS

This Amendment to the Declaration of Protective Covenants and Restrictions is made and published by the McBroom Family Limited Partnership of Maury County, Tennessee, (hereinafter referred to as the "Developer").

WHEREAS, on the 30<sup>th</sup> day of June, 1997, the Developer executed a Declaration of Protective Covenants and Restrictions on property shown on the attached Exhibits A, B and C (the "Property") and filed said Declaration of Protective Covenants and Restrictions on July 1, 1997 in Deed Book 1336, Page 652 of the Register of Deeds Office of Maury County, Tennessee; and

WHEREAS, said Restrictive Covenants provided that they may be amended unilaterally by the Developer, without the necessity of consent or approval by any lot owners or other interested parties, within two (2) years following recordation of said restrictive covenants; and

WHEREAS, the Developer now desires to amend said Declaration of Protective Covenants and Restrictions.

NOW THEREFORE, the Developer hereby amends the Declaration of Protective Covenants and Restrictions referenced hereinabove as follows:

1. Paragraph 5 shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"5. No residence shall be constructed on any lot which shall have an outside finish of any material other than brick. Vinyl siding, or other outside materials may be allowed on gables, dormers, cantilevers, soffits and trim. No bare foundation blocks (painted or unpainted) can show and must be covered by bricks."

2. Paragraph 14 is hereby deleted in its entirety and

Paragraph 14 shall be inserted in lieu thereof.

14. NO FENCE OF ANY DESCRIPTION SHALL BE CONSTRUCTED nearer to the front lot line than the rear of the residential structure on that lot. This restriction does not apply to a growing fence or hedge which does not exceed a height of three (3) feet. All manmade fences shall be a maximum height of six (6) feet and shall be constructed of wood, stone, brick or vinyl. All outside heating and air conditioning units to be in the rear of the house or if on the side to be enclosed with a decorative fence or shrubs."

3. Paragraph 15 is hereby deleted in its entirety and the following paragraph shall be inserted in lieu thereof:

"15. Any outbuildings, not attached to the residence, must have the same exterior style and material as the exterior of the residence, must be no less than 100 square feet and no more than 440 square feet in size, must be located at rear of lot, and must not be portable. Portable garages and utility buildings are prohibited."

IN WITNESS WHEREOF, this instrument has been executed on this, the \_\_\_\_\_ day of June, 1999.

McBroom Family Limited Partnership

By: \_\_\_\_\_  
Charles E. McBroom, General Partner

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Charles E. McBroom, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is a General Partner of McBroom Family Limited Partnership and is authorized by the makers to execute this instrument on behalf of the makers.

WITNESS my hand, at office, this \_\_\_\_\_ day of June, 1999.