

PREPARED BY:  
J. THOMAS DUBOIS  
ATTORNEY AT LAW  
COLUMBIA TENN.

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR HUNTERS GLEN, SECTION 2, LOTS 73 - 106  
A SUBDIVISION IN MAURY COUNTY, TENNESSEE**

THIS DECLARATION, made on the date hereinafter set forth by McBroom Family Partnership, a Tennessee General Partnership, hereinafter referred to as "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in Maury County, Tennessee, heretofore platted and subdivided into that certain subdivision designated as Hunters Glen, Section 2, Lots 73 - 100 and 102 - 106 and Bill J. McGrew is the Owner of Lot 101 in Hunters Glen Subdivision, Section 2 (hereinafter referred to as "Lot 101") (all said property being referred to herein collectively as the "Properties"), and more particularly shown on the plat thereof recorded in Plat Book 12, Page 354, of the Register's Office of Maury County, Tennessee, (hereinafter referred to as the "Plat");

WHEREAS, Declarant desires to develop the Properties as a residential subdivision, together with any other land which Declarant in its sole discretion may hereafter add thereto, and to provide and adopt a uniform plan of covenants, easements, restrictions, conditions, reservations, charges and liens designated to govern, control and preserve the values and amenities of the Properties for the better development, improvement, sale, use and enjoyment of the Properties as a residential subdivision. Mr. McGrew joins in this declaration to likewise forever bind and subject Lot 101 to these covenants, conditions, and restrictions contained in this Declaration; and

WHEREAS, Declarant and Mr. McGrew desires to subject the Properties, together with such additional lands as may hereafter be made subject hereto, to the covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Properties and all additions thereto, and each owner of any part thereof; and

NOW THEREFORE, Declarant (and Mr. McGrew with respect to Lot 101) hereby declares that the Properties shall be developed, improved, held, used, sold and conveyed in accordance with, and subject to the following plan of development, easements, restrictions, reservations, covenants, conditions and stipulations, all of which are hereby adopted for, and placed upon said Properties and shall run with the Properties and be binding on all parties now and at any time hereafter having or claiming any right, title or interest in the Properties or any part thereof, their heirs, executors, administrators, successors and assigns, regardless of the source of or the manner in which any such right, title or interest is or may be acquired, and shall inure to the benefit of each owner of any part of the Properties.

## ARTICLE I

### DEFINITIONS

Section 1. "Fences" shall mean wood, masonry or other natural or man made materials assembled to achieve a perimeter screen on a Lot which would generally be intended to block the visibility and/or access into or out of such Lot.

Section 2. "Improvements" shall mean all improvements constructed upon any Lot, including, without limitation, all buildings, structures, additions, driveways, sidewalks, planters, swimming pools and fences.

Section 3. "Lot" shall mean and refer to any numbered plot of land shown upon the Plat which is available for the construction of a single-family residence, but shall not mean or include any common area.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to the surface estate of any Lot, but excluding those having such interest merely as security for the performance of an obligation or who merely owns an equitable interest in any Lot under a contract to purchase.

Section 5. "Plat" shall mean the plat or any future plat designating the Properties as recited on Page 1 hereof, including any amendments to said plat or plats, or any plat or plats designating additional land to be added to the Properties hereof.

Section 6. "Properties" shall mean and refer to Hunters Glen, Section 2, Lots 73 - 106 and any other lands which may hereafter be made subject to this Declaration.

## ARTICLE II

### RESTRICTIONS OF USE

Section 1. Single-Family Residential Construction. Subject to Sections 2 and 3 below, no building shall be erected, altered or permitted to remain on any Lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height, plus a basement, and an attached private garage for not less than two (2) cars or more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as shown on the Plat. In no event shall any part of the main structure or garage be used as a second dwelling unit for rental purposes.

**Section 2. Minimum Home Sizes.** The minimum square footage (as measured on the exterior) allowed for each dwelling unit on a Lot, exclusive of garage and patio areas, is set forth as follows:

Lots 73 - 106            1,500

Declarant reserves the right to modify these minimum size requirements for any additional lands made subject to this declaration.

**Section 3. Location of Improvements Upon the Lot.** Improvements (exclusive of mailboxes, driveways and sidewalks, which are subject to Section 7 below and fences which are subject to Section 11 below) shall not be located on any Lot nearer to the front or side property lines than as set forth on the Plat. No such Improvements shall be located within any drainage or utility easement. In cases of conflict between these setback criteria and the Plat, the larger setback number shall be observed.

For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any structure on a Lot to encroach upon another Lot. Declarant reserves the right to modify these setback criteria for any additional lands or Lots made subject to this Declaration.

**Section 4. Composite Building Sites.** Subject to applicable laws and subdivision regulations, any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage for the most restrictive of the Lots composited.

**Section 5. Utility Easements.** Easements for the installation and maintenance of utilities are reserved as shown on the Plat; and no structures shall be erected therein. Neither Declarant, nor any utility company or governmental entity using the easements shall be liable for any damage done by them or their assigns, agents or employees to shrubbery, trees, flowers or any Improvements located on the land subject to said easements.

At Declarant's option, overground or underground electric power, gas, audio and video communication and telephone services shall be available to Lots in the subdivision, and the utility companies furnishing the service shall have easements as shown on the Plat. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the overground or underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company

furnishing service shall make the necessary connections at said point of attachment and at the meter. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop in accordance with the then current standards and specifications of the electric company for the residence constructed on such Lot.

Easements for the underground service may be crossed by driveways and walkways, provided prior arrangements are made with the utility companies furnishing electric, gas, audio and video communication and telephone services, including installation of any necessary conduit, as approved, under such driveways or walkways prior to construction thereof. Such easements for underground service shall be kept clear of all other improvements, including buildings, patios or other pavement, and neither Declarant nor any utility company using the easements shall be liable for any damage done by them or their assigns, agents or employees to shrubbery, trees, flowers or any Improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) located on the land subject to said easements.

Section 6. Landscaping. The owner shall install landscaping in the front yard of the house. This landscaping shall be installed within 90 days of the completion of construction of the building. The use of plant retainer materials such as railroad ties and treated wood edging is expressly prohibited in the front and side yards. All areas not specifically prepared with bedding materials, bedding out or shrub materials shall be grassed. The use of the front and side yards for agricultural purposes or for the use of unmanicured landscape materials such as native grasses and wildflowers is expressly prohibited when such yards are visible from the street.

Section 7. Mailboxes, Driveways and Sidewalks. Mailboxes shall be required for each single family residence constructed on any Lot or Lots, and only one mailbox per single family residence shall be allowed. Driveways shall be required for each single family residence located on any Lot or Lots. Driveways shall be constructed of poured-in-place concrete material. Sidewalks shall be required for each single family residence located on any Lot or Lots. Sidewalks shall be constructed of poured-in-place concrete material and shall be uniform throughout the Properties. Asphalt shall be prohibited except in any common area.

Section 8. Prohibition of Certain Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant, its successors or assigns to be used for sales offices, construction offices and storage facilities for a period of time commensurate with its home construction/sales program. Except for this temporary usage of selected lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood, including but not limited to any mineral exploration, development or production.

Section 9. Mobile Homes, House Trailers and Temporary Structures. No mobile homes, manufactured homes, modular homes, or travel homes, with or without wheels attached, and without regard to whether erected on a permanent foundation, shall be allowed on any Lot. No structure of a temporary character, recreation vehicle, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence nor connected to any utilities. No sheds, barns, detached garage, or other out buildings shall be erected or maintained on any Lot.

Section 10. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers.

Section 11. Fences, Walls, Planters. 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, 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. Side fences shall not be located on any lot siding on a public street nearer than the building setback shown on recorded plat.

Section 12. Visual Obstruction at Intersections. No landscaping or object shall be placed or located on corner lots which obstructs sight lines at elevations between two (2) and six (6) feet above the top of the street curb within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet from the junction of the street curb lines (or extension thereof).

Section 13. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owner or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall screen clothes drying from public view.

Section 14. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful, safe and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut below a height of six (6) inches and shall in no event use any Lot for storage of material and equipment except for normal residential requirements and those requirements incident to construction of initial improvements thereon, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. All yard equipment, woodpiles or storage piles shall be screened so as to conceal them from view of neighboring Lots, streets or other property.

Section 15. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the Properties except one sign for each Lot for the purpose of advertising the property for sale or rent, except signs used by Declarant, its successors or assigns, for a period of time commensurate with its home construction/sales program.

**Section 16. Removal of Dirt and Trees.** The digging or removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the construction (including swimming pools) and subsequent landscaping on the Lot.

**Section 17. Antennae.** No electronic, radio, television or other type of device for transmitting or receiving signals shall be erected, constructed, placed or permitted to remain on any Lots, houses or buildings unless located to the rear of the house or the rear of the roof ridge line, or gable of the main structure so as to be hidden from sight when viewed from the fronting street on interior Lots or when viewed from the fronting street and the siding street on corner lots.

**Section 18. Roofing Material.** The roof of any building shall be constructed or covered, with (1) asphalt or composition type shingles, (2) wood shingles, (3) crushed marble, slag or pea gravel set in a build-up type roof on roof surfaces not visible from the fronting street, (4) concrete or clay tile or (5) slate.

**Section 19. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment.** No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs off truck, boat rigging or any offensive item shall be stored permanently or semipermanently on any public street, right-of-way or driveway nor used as a residence. Permanent or semipermanent storage of such vehicles or items must be screened from public view either within the garage, or behind the garage or house behind a solid fence. Semipermanent storage is defined as the storage without movement off the premises for a period extending 72 hours.

**Section 20. Building Materials.** All building materials, whether for initial or subsequent construction, shall be in compliance with applicable local building codes. Buildings shall be a minimum of 75% brick, masonry, stucco or other similar material, exclusive of windows, doors and other openings.

**Section 21. Special Conditions.** Notice is hereby given by Declarant of certain restrictive covenants in Declarant's chain of title to the Properties, contained in the instrument of record in Book 763, Page 510, Register's Office for Maury County, Tennessee, as follows:

"This conveyance carries with it a restrictive covenant which shall run with the land wherein the Grantee, its heirs and assigns, warrants and covenants that only single family residences, with a minimum of one thousand five hundred (1,500) square feet of living area per residence, shall be constructed on the above-described property, these residences to have attached garages constructed of the same material as the residence, both residences and garages to be constructed brick to grade, with no exposed foundations, and a paved driveway will be provided for each resident."

The aforesaid restrictive covenants run only to the benefit of the grantor upon the aforesaid instrument and are not enforceable by the Declarant, or the Owner of any Lot, except as such covenant or portion thereof may be restated as otherwise contained herein. By purchasing a Lot, each Owner waives any rights which it has, or may have, to enforce the aforesaid restrictive covenant.

### ARTICLE III

#### GENERAL PROVISIONS

Section 1. Enforcement. Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or by any Owner to enforce any provision of this declaration does not constitute a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions shall in nowise affect any other provision, which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, obligations, and restrictions of this Declaration shall run with and bind the Properties and shall be binding upon all parties and persons claiming under them and shall inure to the benefit of, and shall be binding upon all Owners, 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 Properties, the Properties and 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.

These restrictive covenants may be amended unilaterally by Declarant without the necessity of consent or approval by any Lot owners or other interested parties within the five (5) years following recordation of these restrictive covenants. Thereafter, this declaration may be amended by an instrument signed by Owners having not less than seventy-five percent (75%) of the votes in the subdivision, with each Lot having one (1) vote, including any additional Lots that may become subject to this Declaration at a later date.

Section 4. Initial Construction Period. Each Owner shall commence construction of improvements on or before six (6) months from the date of conveyance to such Owner of an unimproved Lot and shall diligently thereafter proceed to final completion (meaning ready for occupancy) within six (6) additional months (plus a period of time equal to the duration of delays caused by reason of fire, act of God, shortage of labor or materials, strike, lockout, casualty or other condition/occurrence beyond Owner's control). In the event the Owner should fail to perform as set forth above, Owner will, upon request of Declarant, its successors and assigns, and upon tender to

Owner in cash of a sum equal to ninety (90) percent of the purchase price paid by Owner to Declarant for the Lot reconvey same to Declarant, its successors and assigns by Warranty Deed free and clear of any liens and encumbrances other than those to which this conveyance is subject and any express lien created against said Lot for the purpose of financing the improvements, if any, referred to above. This conditional option to repurchase, as reserved, shall be exercised by Declarant on or before fifteen (15) months from the date of conveyance (plus a period of time beyond Owner's control heretofore described) at which time, if not exercised, said option shall terminate. If Owner should execute a deed of trust to secure a construction loan made to Owner and informs Declarant in writing of the name and identity of such Mortgagee, then at any time when Declarant considers that Owner is in default under the terms of this paragraph, Declarant shall give written notice thereof to Mortgagee at the address furnished, and Mortgagee shall thereupon have a reasonable time within which to foreclose its lien, acquire title to and possession of the Lot and comply with the provisions of this paragraph; while Mortgagee is attempting in good faith to accomplish the foregoing, Declarant will not exercise its conditional repurchase option.

Section 5. Governing Law. This Declaration shall be construed under and governed by the laws of the State of Tennessee.

Section 6. Section Headings, Interpretation. The section headings used herein are for reference only and shall not enter into the interpretation or construction hereof. Whenever the singular is used herein it shall also include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

Section 7. No Partnership. The Owners shall not be deemed partners of each other or partners with Declarant solely by virtue of being Owners or the Declarant hereunder.

Section 8. Declarant reserves the right to modify and change the conditions contained in Article II for any additional lands made subject to the Declaration if such modifications and changes, in Declarant's sole judgment and discretion, will enhance the overall development plan for the Properties or if Declarant deems such modifications to be necessary or otherwise desirable for the development of such additional lands.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Bill J. McGrew, herein, have hereunto set their hands and seal this 14 day of March, 2001.

McBroom Family Partnership

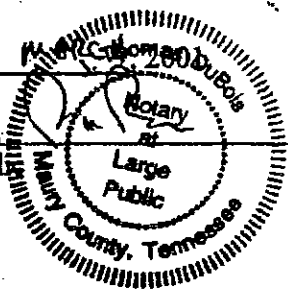
By: Charles E. McBroom, Partner  
 Charles E. McBroom, Partner

Bill J. McGrew  
 Bill J. McGrew, Owner of Lot 101, Hunters  
 Glen Subdivision, Section 2

STATE OF TENNESSEE

COUNTY OF MAURY

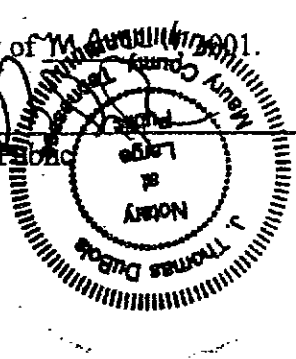
Personally appeared before me, the undersigned, Charles E. McBroom, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Partner of McBroom Family Partnership and is authorized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

WITNESS my hand, at office, this 14<sup>th</sup> day of March 2004  
My commission expires: 2/25/04  
Notary Public 

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Bill J. McGrew, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 14 day of March 2004.  
My commission expires: 2/25/04  
Notary Public 

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