

file: Wc0060

REPAID BY
SUBDOL 5
DUBOLS
P.O. Box 339
04 TN

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WELLINGTON PLACE, SECTION 1, LOTS 1-34
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 designed as Wellington Place, Section 1, Lots 1-34 and Parrish Lumber and Building Supply Company, Inc. is the Owner of Lots 10, 11, 12, 13 and 14 in Wellington Place, Section 1 (all said property being referred to herein collectively as the "Property" or "Properties"), and more particularly shown on the plat thereof recorded in Plat Book 13, Page 381-82, 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, restriction, 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. Parrish Lumber and Building Supply Company, Inc. joins in this declaration to likewise forever bind and subject the lots it owns to these covenants, condition, and restrictions contained in this Declaration; and

WHEREAS, Declarant and Parrish Lumber and Building Supply Company, Inc. desire to subject the Properties, together with such additional lands as may hereafter be made subject hereto, to the covenants, easements, conditions, restrictions, reservation, 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 Parrish Lumber and Building Supply Company, Inc. with respect to Lots 10, 11, 12, 13 and 14 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

DEFINITION

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.

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

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

4. "Owner" shall mean or 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.

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.

6. "Property" or "Properties" shall mean and refer to Wellington Place, Section 1, Lots 1-34 (the "Lots") and any other lands or any common areas which may hereafter be made subject to the Declaration.

ARTICLE II

RESTRICTIONS OF USE

1. All dwellings erected on the tracts shall contain a minimum of 1250 square feet of indoor heated living area exclusive of garages, basements, porches, and breezeways. No dwelling shall be greater than two stories. All residences shall be built on site and shall be built on a permanent continuous foundation and said foundation shall not be exposed.

2. No livestock such as horses, cattle, sheep, goats, chickens, turkeys, waterfowl, peacocks, or other large or small animals with the exception of household pets such as dogs and cats shall be allowed on the property. No breeding or commercial use of household pets will be permitted.

3. No dwelling or other permissible improvements shall be placed on any Lot closer to the street than the building setback lines shown on the plat of said subdivision, and no dwelling shall be closer than ten (10) feet to the side boundary line.

4. No inoperative or unlicensed vehicles or parts of same shall be permitted on the Properties.

5. Exterior material of all residences shall be vinyl or brick. All foundations shall be brick veneer.

6. Fences shall be restricted to the backyard of the lot no closer to the front lot line than the back rear corner of the dwelling. No fences are permitted in the front yard or side yard of any dwelling. Fences shall not exceed six (6) feet in height.

7. All outbuildings shall be erected of a style similar to the exterior of the residence. Said outbuildings shall be no larger than 200 square feet. Exterior finish shall be wood, vinyl, or brick. Roof will have shingles similar in color to shingles on the residence and the foundation shall be completely covered with above mentioned materials.

8. No mobile home manufactured homes, modular homes, house trailer or travel homes of any kind, with or without wheels attached, and without regard to whether or not erected on a permanent foundation, shall be permitted on the Properties without regard to whether erected on a permanent foundation. 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.

9. No commercial vehicle that exceeds a $\frac{3}{4}$ ton truck or van shall be parked or maintained on any the Properties subject to these covenants.

10. All Properties shall be used for residential purposes only, and the Properties shall not be used for commercial purposes, other than rental use or an in-home office not open to the public.

11. No noxious or offensive trade or activity shall be carried on upon any Lot or Properties 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 this Property, which includes any vacant lots. Street motorcycles are permitted and for the purposes of this document shall be considered as an automobile.

12. All landscaping shall be completed within six (6) months after completion of the dwelling on any Lot. Vegetable gardens shall be restricted to rear yards, and shall be maintained so as not to become a nuisance to adjoining Lots. Mailboxes shall be maintained in good repair and appearance at all times.

13. No landscaping or object shall be placed or located on corner Lots which obstructs sight lines at elevation 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).

14. Clotheslines are prohibited.

15. 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. No Lot shall be used for storage of material and equipment except for normal residential requirements and those requirements incident to construction of initial improvements thereon, nor 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 the view of neighboring lots, streets, or property.

16. 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 the Declarant, its successors or assigns, for a period of time commensurate with its home construction/sales/rental program.

17. 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.

18. All Lots must have a drive constructed either of concrete, aggregate or asphalt, and such drive must be completed within six (6) months of the residence being occupied.

19. 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 Lot, house, or building unless located to 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 side street on corner Lots.

20. All construction must be completed and ready for use within nine (9) months from the date the construction is begun.

21. Perpetual 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.

22. Notice is hereby given by Declarant of certain restrictive covenants and other matters in Declarant's chain of title to the Properties, contained in the instrument of record in Book R1459, Page 890, Register's Office of Maury County, Tennessee and as shown on the plat referred to in said instrument. The aforesaid restricting covenants continue to run with the title of said land and may be enforced as stated in said covenants or as stated herein.

ARTICLE III

GENERAL PROVISIONS

1. 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.

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

3. 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 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.

4. 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.

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

6. The Owners shall not be deemed partners of each other or partners with Declarant solely by virtue of being Owners or the Declarant hereunder.

7. 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.

Declarant and Parrish Lumber and Building Supply Company, Inc. as owners of the property shown on the plat of Wellington Place Subdivision, Section 1, or record in Plat Book 13, Pages 381, 382, Register's Office of Maury County, Tennessee, hereby adopts the plan of subdivision shown on said Plat, dedicates all streets shown on said Plat for public use, and dedicates all utility and drainage easements shown or noted on said Plat.

IN WITNESS WHEREOF, McBROOM FAMILY PARTNERSHIP AND PARRISH LUMBER & BUILDING SUPPLY COMPANY, INC., has executed this instrument on the ___ day of July, 2002, in Columbia, Tennessee.

McBroom Family Partnership

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

Parrish Lumber and Building Supply Company, Inc.

By: Charles E. McBroom, Pres
Charles E. McBroom, President

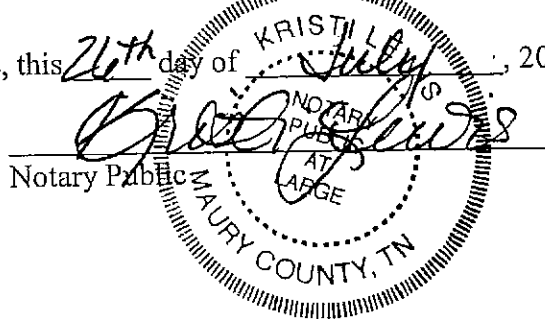
STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Charles 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 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 26th day of July, 2002.

My Commission Expires:
July 18, 2005



STATE OF TENNESSEE

COUNTY OF MAURY

BK R1632 PG 957

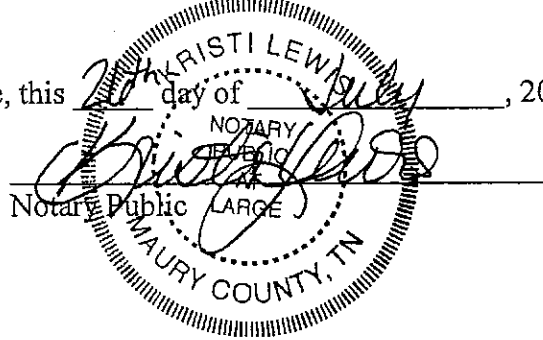
Personally appeared before me, the undersigned, Charles E. McBroom, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Parrish Lumber

and Building Supply Company, Inc. and is authorized by the makers to execute this instrument on behalf of the makers.

WITNESS my hand, at office, this 20th day of July, 2002.

My Commission Expires:

July 13, 2005



State of Tennessee, County of MAURY
Received for record the 26 day of
JULY 2002 at 3:25 PM. (RECH 84869)
Recorded in official records
Book R1632 pages 952- 958
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 37.00, Total \$ 37.00,
Register of Deeds L. WAYNE WHITE
Deputy Register SUSIE MADDUX

BK R1632 PG 958