

WJ
This Instrument Prepared By:
Robert L. Jones
Trabue, Sturdivant & DeWitt
100 W. 6th Street
Columbia, TN 38401

RESTRICTIVE COVENANTS ON ASHWOOD MANOR SUBDIVISION

ROSS MCGEE and wife, MARY JO MCGEE ("Developer"), as owners of Lots 1 through 42, inclusive, in ASHWOOD MANOR SUBDIVISION (the "Subdivision") located in the 8th Civil District of Maury County, Tennessee, a plat (the "Plat") of which is of record in Plat Book 8, Page 90, in the Register's Office of Maury County, Tennessee, hereby impose upon the property comprising Ashwood Manor Subdivision, the following restrictive covenants:

1. Use. All lots shall be used for one-family residential purposes only. No duplex, multi-family structure, boarding house, or any commercial building shall be built, erected or maintained on any lot. No commercial activity shall be permitted within the Subdivision except that which can be done within the residence and without signs, traffic, or other exterior evidence of any such activity. In-home office work, sewing, and the care of no more than two non-resident children shall be permitted. No basement, trailer, motor home, recreational vehicle, tent, garage or other form of shelter shall be used as a residence, temporarily or permanently, and no structure shall be moved onto any lot unless it shall conform to these restrictions. No structure of a temporary character shall be permitted on any lot, except temporary tool sheds, field offices, or field sales offices, used by a builder or by Developer, which shall be approved by Developer, and which shall be removed when construction or development is completed.
2. Structure Placement. No residence or other structure shall be erected on any lot nearer to the street than the building setback line shown on the Plat, and no structure shall be closer to a side lot line than 10 feet. All residences shall be erected to face the street, and where a lot is bounded by more than one street, the residence shall face the street on which there is a deeper building setback line as shown on the Plat.
3. Minimum Area. The heated and cooled interior living area of any one-story residence shall

MAURY COUNTY, STATE OF TENNESSEE
Received for record this 21 of 44-91 at 3:58 clock P.M.
Note Book 13 Page 36 Receipt # 5025 Recording Fee 20.00
State Tax _____ Probate Fee _____ Total 20.00
Book _____ Page _____, Witness my Hand,
MAURY COUNTY REGISTER OF DEEDS

A. Wayne White

have a minimum floor area of 1,700 square feet. The heated and cooled interior living area of any residence of more than one story shall have a minimum floor area of 2,000 square feet with a minimum of 1,200 square feet on the ground or first floor. Basements (whether used for living area or not), open porches, garages, and breezeways shall not be included in computing the minimum floor area.

4. Garage Required. Each residence shall have an attached garage of a sufficient size to store at least two automobiles. A garage may be included in a basement or otherwise attached to the residence. The garage shall have doors at the side or rear of the residence, but not the front.
5. Exterior Material. No structure shall be constructed on any lot which shall have an outside finish of any material other than brick, brick veneer, stone, stone veneer, Perma-stone, Cast-a-stone, Dri-Vit, seasoned logs, clapboard, masonite, vinyl siding, wood, stucco, or plaster, or the equivalent in appearance to any of said named materials, or appropriate combination of such materials. No concrete blocks used for foundations, walls or otherwise shall be visible from the exterior of any structure.
6. Resubdivision or Joining. Only one residence shall be built on any single lot as shown on the Plat, and no lot or group of lots shall be resubdivided so as to produce a greater number of lots than the original lots being subdivided. All of one lot and all or part of another lot may be joined to create a larger single lot, in which event the side lot line restrictions shall apply to the newly created side lot lines, so that a residence on the newly created lot may overlap an original side lot line.
7. Animals. No cattle, swine, goats, poultry, horses or ponies shall be permitted. Dogs and cats may be kept on said premises but any dog kennel or other structure used for animals shall be built on the rear of the lot and enclosed by a sufficient fence, said fence and/or buildings to be at least 10 feet from any boundary, and said fence and/or buildings shall be screened from view by evergreens, shrubbery, hedges, or fencing. No animals may be bred or raised for commercial purposes. Household pets may have offspring, which may be sold, but only if kept inside the residence or attached garage and no signs advertise such offspring for sale.
8. Fences, Mailboxes, Antennae, and Clotheslines. No fences shall be erected or maintained in front of the rear wall of a residence. No fence in the Subdivision shall be more than six feet above the ground. Fences may extend to the side lot lines and the rear lot line,

subject to priority of utility and drainage easements along such lines as shown on the Plat. Any mailboxes shall be conservative and of a style in harmony with the residence on that lot and other mailboxes within the Subdivision. Any receptacles for newspapers must be constructed within, and as an integral part of, the mailbox structure. Plastic newspaper receptacles with or without the name of a newspaper are prohibited. No satellite dish antenna shall be located outside any building so as to be visible from other areas of the Subdivision, unless said antenna is on the rear or back 1/3 of a lot. No exterior clothesline shall be permitted within the Subdivision.

9. Trash Containers. Trash, garbage or other waste shall be kept in closed containers behind any residence and out of view from the street, unless governmental garbage collection regulations require placement of such containers at or near the street, and then only on the days that garbage collection is scheduled.
10. Driveways. A driveway from the public street to the garage shall be surfaced with pavement or concrete within one year after the Subdivision streets are paved or within one year after the residence on the lot is first occupied, whichever is last to occur.
11. Utilities. 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 Plat.
12. Vehicles. No commercial vehicles larger than a one-ton truck or van and no non-operative vehicles may be parked overnight or stored on any public street in the Subdivision or on any lot outside a closed garage. No all-terrain vehicles or off-the-road motorcycles shall be operated on the streets or lots within the Subdivision, and no such vehicles shall be parked outside any enclosed garage or outbuilding. Only motorcycles with current registration plates and designed for operation on public streets shall be permitted on the public streets within the Subdivision.
13. Signs. No signs shall be erected or maintained within the Subdivision, except signs advertising the property for sale or naming the contractors engaged in construction of improvements on the lot. Developer is not restricted in the use of signs during the advertising and selling of lots.
14. Grass and Weeds. Owners of lots shall keep the grass and weeds cut so as to not be objectionable in appearance. Developer reserves the right to cut grass and weeds on

unimproved lots and charge the cost of such maintenance to the owners of such lots, if the owners thereof have not cut such weeds and grass within ten days after written notice to the owners. Developer may cut such weeds and grass without notice, if no expenses are to be paid by the owners.

15. Outbuildings. 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, and must not be portable. Portable storage or utility buildings are expressly prohibited in this Subdivision.
16. Architectural Review Committee. No residence, outbuilding, fence, wall or other structure shall be erected, placed or altered on any lot in this Subdivision until the plans, specifications and plot plan showing the location of such improvements have been approved in writing as to conformity and harmony of external design with planned or existing improvements in the Subdivision, and as to location of the improvements with respect to topography and finished ground elevation, by an architectural review committee composed of ROSS MCGEE, MARY JO MCGEE and PAM MCGEE HENDRICKSON or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of a member or members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, to designate a representative with like authority, or to appoint a successor to fill the vacancy. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within fifteen days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this paragraph will be deemed to have been fully complied with. Neither the members of such committee, nor the designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on or after December 31, 2001. Thereafter, the approval described in this covenant shall not be required unless, prior to the said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

17. Enforcement. These restrictive covenants are to run with the land and shall bind all present and future owners of the lots in Ashwood Manor Subdivision and such owners are specifically given the right to enforce these restrictive covenants through any proceedings at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them for any violation thereof. Failure to enforce these restrictions as to a single or particular violation shall not be deemed a waiver of the right of enforcement as to any other or subsequent violation, the right of enforcement being a continuing one.
18. Amendments. These restrictive covenants may be amended by a written instrument, signed by all record owners of a minimum of 38 lots, and recorded in the Register's Office of Maury County, Tennessee.
19. Term and Automatic Extension. These restrictive covenants shall be binding on the undersigned present owners and all persons claiming under them for a period of twenty-five (25) years from the date these restrictive covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the restrictive covenants in whole or in part.
20. Invalidation. Invalidation of any one of these restrictive covenants, in whole or in part, by judgment or court order, shall in no way affect any of the other provisions herein, which shall remain in full force and effect.

EXECUTED this 21st day of FEBRUARY, 1991.

Ross McGee
ROSS MCGEE

Mary Jo McGee
MARY JO MCGEE

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, SHERY E. SCHEIDE (notary's name), a notary public in and for said county and state, Ross McGee and wife, Mary Jo McGee, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 21st day of FEBRUARY, 1991.

Shery E. Scheide
Notary Public

My Commission Expires:

3/21/94

CB11-RESTRICTIONS

BOOK 1111 PAGE 375

