

This Instrument Prepared  
By:

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RESTRICTIVE COVENANTS TO  
WOODCREST 1

CB DEVELOPMENTS LLC, a Tennessee Limited Liability Company, hereinafter referred to as "Developer", being the owner in fee simple of all of the lot that has been subdivided and named FINAL PLAT - WOODCREST, according to survey and plat recorded in Plat Book 38, Page 48 of the Register's Office of Rutherford County, Tennessee, to which plat reference is hereby made and incorporated herein by reference, does hereby agree and bind itself; its successor and assigns that the following restrictions, limitations, and covenants ("Covenants") shall be binding on all purchasers of said lot in said subdivision known as "FINAL PLAT - WOODCREST 1", their heirs, successors and assigns, as follows:

ARTICLE I

LOT IMPROVEMENTS

1. No lot shall be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any lot shall be designed, constructed or used for more than one family. No group or congregate living shall be allowed in the single family residences.

2. All houses erected in this Section of said Subdivision shall have the following minimum required square footage living space and other requirements.

A. All houses shall have a minimum of 2,000 square feet of living space; floor space is measured on the exterior of the foundation walls, and such space shall not include any garages, patios, porches or storage space to meet these requirements. The distribution and quantity of floor space on each floor of the house shall be approved by the Architectural Review Committee.

B. Two-story houses will have a minimum of 800 feet of living space on the main level with a total of 2,000 square feet of living space, (excluding garages, patios, porches and storage space). Roofing material shall be made of architectural shingles. No metal roofing except "accents" shall be installed. "Accents" shall require approval of the Architectural Review Committee.

C. All houses shall have at least a two car garage attached to and made a part of the dwelling; garages will conform in construction and materials to the same as used in the construction of the dwelling. All garages shall be installed with and be maintained with an operational garage door opener. Detached garages shall be allowed but must be approved by the Architectural Review Committee. Carports, whether attached or detached, shall not be permitted.

Heather Dabson, Registrar  
Rutherford County Tennessee  
Rec #: 798183 Instrument #: 1921951  
Rec'd: 40.00  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 9/8/2014 at 1:30 PM  
Total: 42.00 in  
Record Book 1321 Pgs 2604-2611

D. Each residence shall have a concrete driveway. All driveway entrances from the street to each lot shall conform to the following standards: The entrances from the street to each lot shall be sixteen (16) feet in width with concrete apron running back three (3) feet from the entrance at street and tapering back to no less than twelve (12) feet in width to garage entry. The driveway including any turn around area must be constructed of concrete. Circular driveways are allowed but must be approved by the ARC. A temporary gravel drive shall be constructed from the street to the side of the proposed dwelling before or at the time construction of said dwelling is commenced.

3. No residence will be constructed or maintained on any lot closer than thirty-five (35) feet from the front line of the lot or the side line of any corner lot, except as shown on the recorded subdivision plat as said plat may hereafter be amended. Infringements of porches, garages, bay windows, terraces or other protrusions may extend over said setback line or side line. No dwelling or detached garage shall be constructed less than ten (10.0) feet from any adjacent side line of the lot as recorded in the subdivision plat.

A. The exterior surface finish of all residences and attached garages constructed on the lots in this Subdivision Section shall be a minimum of 75% dressed brick, quarried stone, artificial stone on the front and 2 sides, the rear may be siding.

B. All houses and attached garages constructed shall be bricked to grade if built on a crawl space or basement or as approved differently by the Architectural Control Committee.

5. Prior to construction of any improvement on a lot, the owner (or builder) shall keep the lot in a clean and neat manner which is satisfactory to the Architectural Review Committee, including, but not limited to, keeping grass cut; undergrowth under control and lot free of debris and any obstructions to right of way maintenance. Additionally, during the construction stage, the owner (builder) shall maintain erosion control including erection of silt screens, protection of neighboring lots and drainage areas; shall engage in no activity or practice resulting in curb asphalt damage, dirt in streets or failure to contain construction materials encroaching onto streets, common areas and adjoining lots.

Once construction has commenced (i.e. installation of footings, foundation) construction shall proceed diligently, and the owner-builder shall maintain a neat and orderly construction site.

No lot shall be used or maintained as a dumping ground for rubbish or other refuse. Any trash, garbage or other waste shall not be allowed, except in proper sanitary containers which shall be removed in a reasonable amount of time. Builders shall be responsible for grading and landscaping all areas of the lot for drainage.

6. There shall hereby be dedicated and reserved a five (5) foot perpetual drainage easement along all lot lines in addition to the utility and drainage easements as indicated on the recorded plat. The grading by the Builder on the lot shall be secured at least by seed covered with straw on all drainage areas to prevent erosion and maintain the integrity of all drainage areas upon completion of the home.

ARTICLE II

SIGHT DISTANCES AT INTERSECTIONS

A. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between four (4) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

B. No sign of any kind, except those used by the builder, shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

A. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

B. ARCHITECTURAL CONTROL COMMITTEE:

(1) MEMBERSHIP: The Architectural Control Committee shall be originally composed of one representative (to be named) from (the developer, Celebration Home, and Landmark Homes). In the event of death or resignation of any member of the Committee, the Developer shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant.

(2) POWERS: The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee members are not in Agreement to approve or disapprove the construction plans, the committee, the members shall notify the Developer of the tie, and the Developer will resolve the issue. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, if disapproved, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The Committee

shall have full acquittance for any action it takes hereunder. The Committee shall have the authority to grant variances on these restrictions.

#### ARTICLE IV

##### COMMON AREA

A. DEFINITION AND DESIGNATION OF COMMON AREA: "Common Area" as used in these Covenants is not synonymous with the definition of Common Area in Horizontal Property Regimes or Planned Unit Developments. The Common Area, as depicted on the Plat and which shall be maintained by the Association, Homeowners Association (if such association exists), shall only be an amenity and shall not be appurtenant to any ownership in the lots.

B. CONVEYANCE OF COMMON AREA: Developer, its successors or assigns, or the Homeowners Association (the "Association") if the Association is the record owner of any common area, shall have the right, subject to the approval of the Rutherford County Planning Commission, at any time and without consent of any other owners of lots subject to these Covenants, to transfer and convey any part or all of a Common Area to adjacent owner(s) or third parties.

#### ARTICLE V

##### LOT USAGE

A. No noxious or offensive operation, and/or business or trade of any kind, even if allowed by Municipal Zoning, shall be allowed or maintained on any lot or any portion of a lot, and nothing shall be done on any lot which may constitute a nuisance or an unreasonable annoyance to the neighborhood.

B. No tent, storage bin (unless approved pursuant to paragraph C below), barn or other outbuilding, including dog houses, shall be allowed or maintained on any lot, and no structure, mobile home or modular home or houseboat shall be moved on any lot except as hereinafter provided. The only other exceptions to this paragraph will be that a house trailer or field office, a temporary dumpster for construction debris, and a temporary storage trailer may be used by the builders or their sales organization during the construction of homes in the subdivision.

C. Detached garages may be installed. All exterior finishes must conform to the same standards set by the home on said lot and must comply with all set backs of the development and local codes. All detached garages will be installed beyond the rear of the home and must have a driveway that is connected to the driveway of that home. All garages must be approved in writing by the ARC.

D. No trailer, truck, motorcycle, or commercial vehicle shall be parked or kept on any lot at any time unless housed in a garage or basement, or on a concrete pad to the rear of the dwelling provided that the concrete pad is aesthetically screened and approval has been obtained by the Architectural Control Committee. No automobile which is inoperable (as defined by local ordinance or state law) shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street

in the subdivision for a period in excess of twenty-four hours in any one calendar month. No automobile shall be continuously or habitually parked on any street or in the common areas in the subdivision.

E. Unless otherwise specifically allowed in these restrictions, no sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent. Signs used by a builder or developer to advertise the property during the construction or sales period are allowed and may be up to 32 square feet in size.

F. No poultry, livestock or animals other than household pets shall be allowed on any lot at any time. All local laws, ordinances and/or regulations are to be complied with by the pet owners and owners of the lots. Dog houses are not allowed. Dog runs and kennels are not permitted. This provision does prohibit the raising of dogs, cats or other animals for commercial purposes.

G. No lot shall be re-subdivided into lots of smaller size. However, two (2) or more lots may be made into one building site, if the new single lot is approved by the Architectural Control Committee and the Subdivision Engineer. The Developer or adjacent owner may vary lot lines up to a five (5) foot maximum without any approval of the other lot owners.

H. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any lot. All equipment, coolers and garbage cans shall be walled or otherwise suitably screened, to conceal the same from the view of the neighboring lots, roads, streets and open areas.

I. No outside clothes line shall be erected or otherwise placed on any lot.

J. "Satellite dishes" not to exceed 2' in diameter are permitted provided they are placed in the backyard or on the back side of the dwelling roof.

K. There shall be no basketball goals installed in the front yard of any lot. Other recreational equipment (swing sets, trampolines, playhouses, etc.) shall be allowed in back yards if view from the street and from neighboring lots is obstructed by shrubs. All such shrubbery shall be properly trimmed and maintained at all times.

L. Each lot owner shall construct, furnish, maintain and repair a mailbox (and newspaper holder, if applicable) of uniform design and placement, at the owners's separate expense. The uniform design and supplier from which the mailbox must be purchased shall be determined by the Architectural Control Committee.

M. In ground swimming pools shall be no nearer than fifteen (15) feet to any lot line and must be located to the rear or enclosed within the main dwelling. All swimming pools shall be fenced for safety. Above ground pools are not permitted.

N. All owners shall consult with the Developer or the appropriate governmental agency's road division before installation of any driveway, culverts, head walls or other structure within the dedicated roadway, and such placement or construction shall be done in accordance with the rules and regulations

of said governmental body. No curb shall be cut down for a driveway, nor shall the driveway extend over or past the curb except with the approval of the appropriate governmental agency road division.

O. The Developer of this Subdivision or its assigns or the Architectural Control Committee, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot as is reasonably required and shall charge the expense thereof to the respective owner, which expense shall become a lien upon the lot upon which the work has been completed.

P. (1) Fences constructed of black wrought iron shall be allowed without requirement of any prior approval. Fences constructed of wood-grain PVC/Vinyl material (or other hue or color of said material) shall require the express prior written approval of the Architectural Review Committee, which is charged with responsibility to ensure that all fences conform to the general character and atmosphere of the neighborhood. Fences constructed of wood or other materials shall not be constructed upon any lot. No privacy fences shall exceed 6-feet in height. Once installed, all fences must be maintained in good repair, and lot owners shall abide by reasonable requests for repairs and maintenance as may be made by the Architectural Control Committee. PVC/Vinyl fences shall be washed or otherwise cleaned by the property owner on a regular basis to prevent buildup of soil, mold, mildew, or any other unkempt or unsightly condition.

(2) On all lots except corner lots and with the exception of improvements included in the Subdivision Entrance Easements, no fence shall be permitted between the back of the dwelling and the street. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, PROVIDED such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. On all corner lots, no fence shall be permitted between the back side of the building and either street.

Q. Each builder agrees to landscape each lot, including installation of sod on all front yards and to dispose of any and all rubbish, trees or other items that would detract from the Subdivision as a whole. No builder will be permitted to push rubbish on to another lot unless he owns the other lot and has positive plans to remove the same within a reasonable time not to exceed (30) days. The cost of collection of any rubbish will be charged to the builder or the owner of record of that lot.

R. All electrical service from the main service in the subdivision, all cable television, telephones and other wired services to each residence must be underground and in compliance with the utility district's requirements for underground services.

#### ARTICLE VI

#### EASEMENTS

In addition to any other easements and encroachment rights provided herein, there is specifically reserved on every lot in the subdivision an easement for any available public utilities and for drainage.

All lots are encumbered by an easement previously recorded and to the easements as shown on the plat of record and revised plats as may be recorded in the future.

ARTICLE VII

TERMINATION, EXPIRATION, AND AMENDMENT

A. The right of enforcement of each of these Restrictive Covenants is severally vested in the owners of each of the lots in this \_\_\_\_\_ of the Subdivision or the developer. Any owner of any lot shall have the right at any time to compel compliance with said Restrictive Covenants, or to prevent the violation of any of them by the proper institution of any action at law or in equity for injunctive relief.

B. Should any provision of this instrument be declared void or inoperative by any Court of competent jurisdiction, or should more strict provision apply by any Governmental Ordinance, the remaining provisions shall continue in full force and effect.

C. These Covenants and Restrictions set forth herein are to run with the land and shall be binding upon all parties hereto, their heirs, representatives, successors, or assigns, and their successors in title or interest, for a period of thirty (30) years from the date of recording, after which time said Covenants shall be automatically extended for one successive period of ten (10) years, unless an instrument signed by the owners of 75% of the lots encumbered by these Covenants has been recorded agreeing at any time by an instrument signed by the owners representing 75% of the lots in encumbered by these Covenants, or may be amended at any time solely by Developer. Said instrument shall be recorded to be valid.

ARTICLE VIII

ANNEXATION

As additional Sections and Phrases of WOODCREST are developed that are contiguous with WOODCREST Subdivision, Developer shall prepare and record an instrument declaring that such new development is restricted by the terms and provisions of these Covenants and/or by additional or amended restrictions as deemed necessary in the discretion of Developer.

ARTICLE IX

MISCELLANEOUS

A. Whenever these Covenants allow to the Developer, Association or Committee the right to assess a lien on a lot, such lien shall be subordinate to any and all mortgages of record.

B. Neither the Developer or Association retains any "Right of First Refusal" pertaining to the lots and/or common areas.

IN WITNESS WHEREOF, this instrument is executed on the 2<sup>nd</sup> day of SEPTEMBER 2014

CB DEVELOPMENTS, LLC

By: [Signature]

By: OLIVER CONSTABLE

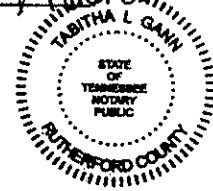
STATE OF TENNESSEE )  
 )  
 ) ss.:  
 )  
COUNTY OF RUTHERFORD )

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named OLIVER CONSTABLE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a OWNER of CB DEVELOPMENTS, LLC, the within named bargainer, a Tennessee Limited Liability Company, and that he, as such OWNER, being authorized so to do, executed the foregoing (Restrictive Covenants) instrument for the purpose therein contained, by signing the name of the Limited Liability Company by him as \_\_\_\_\_.

WITNESS MY HAND and official seal at office in Smyrna, Tennessee, this 2<sup>nd</sup> day of SEPTEMBER, 2014

My commission expires: 03/19/17

[Signature]  
Notary Public



STATE OF TENNESSEE )  
 )  
 ) ss.:  
 )  
COUNTY OF RUTHERFORD )

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be a \_\_\_\_\_ of CB DEVELOPMENTS, LLC, the within named bargainer, a Tennessee Limited Liability Company, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing (Restrictive Covenants) instrument for the purpose therein contained, by signing the name of the Limited Liability Company by him as \_\_\_\_\_.

WITNESS MY HAND and official seal at office in Smyrna, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2014

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public