

This Instrument Prepared By:
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**RESTRICTIVE COVENANTS APPLYING TO
LOTS 1, 2, 3 AND 4
VAUGHN'S RIVER ROAD ESTATES
9th Civil District
Rutherford County, Tennessee**

Kay V. Mitchell as Trustee of the Charles C. Vaughn and Katherine O. Vaughn Revocable Living Trust, the Vaughn Marital Trust, the Vaughn Surviving Spouse Trust and the Vaughn Family Trust (hereinafter "Owners") being the owners in fee simple of the real estate that has been subdivided and designated as LOTS 1, 2, 3 and 4, Vaughn's River Road Estates, according to a survey and plat of same made by Christopher Blake Sexton, PLS, which plat is of record in Plat Book 51, page 142, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof as Exhibit "A," and being part of the same property acquired by Owner in Deed Book 619, Page 719, Register's Office of Rutherford County, Tennessee, do hereby agree and bind themselves, their heirs, successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of the real properties herein above described, their heirs, successors and assigns.

1. The restrictive covenants setforth herein shall not apply to Lot 3, Vaughn's River Road Estates unless and until such time as the existing residence located thereon has been demolished. Thereafter, any new single family residence and all existing or new outbuildings constructed or maintained on Lot 3 shall be governed by these restrictive covenants

2. No property may be used for any purpose except for the construction and maintenance of a single family residential building, and no such residential structure on any such property shall be designed, constructed or used for more than one family. No property may be rented to a third party for any reason or for any length of time.

3. No property shall be resubdivided. Not more than one residence building may be constructed or maintained on any property. A slight variance in the property lines may be made by adjacent owners but not for the purpose of subdivision into more lots.

4. No noxious or offensive operations shall be conducted or maintained on any property. Nothing shall be done on any property which may constitute an annoyance or nuisance to the neighborhood. No more than ten (10) chickens shall be allowed or maintained on any property at any time and shall only be for the personal use of egg laying. No animals or livestock of any kind shall be allowed or maintained on any property, except that dogs, cats or other common household pets may be kept and housed inside the single-family residences, provided they are not kept for commercial purposes. No exotic pets such as snakes, lizards, monkeys,

alligators, pot-bellied pigs, etc., shall be permitted. In no event shall any household maintain more than two (2) domestic pets within the premises.

5. No trailer, mobile home, basement, tent or garage placed on or erected on any property shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. No pre-existing house shall be moved onto any property, it being the intention of the owner that all buildings be constructed on site.

6. No building shall be constructed or maintained on any property closer to the street than the setback line as shown on any recorded plat. However, any variance granted by proper governmental authority is acceptable.

7. The interior living area of any single-family dwelling, exclusive of open porches and garages, shall be a minimum of 2,800 square feet of heated area.

8. There shall be no front entry garages or carports. All side entry carports shall be blocked from view from the front of the particular property by the residential building.

9. All outbuildings shall be constructed so as to blend and be comparable in structure to the residence on any property. All such outbuildings shall be "stick built". No prefabricated outbuildings shall be permitted, except for Dutch Barns of similar construction to the residence.

10. Each residence shall have a stone masonry or brick finish on 100% of the exterior surface. All foundations shall be stone masonry or brick to grade. There shall be no exposed cinder or concrete block or vinyl siding on any buildings. Each residence building shall use three dimensional roofing shingles. Hardie Board siding or equivalent shall be acceptable exterior surfaces.

11. No fence shall be permitted between any rear corner of the dwelling house and the street on any corner property. 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 property is permitted.

12. No property shall be used as a dumping ground for rubbish or trash. All properties shall be kept in a clean and sanitary condition and free and clear of all litter. Each owner shall be responsible for the safe, clean and attractive maintenance of all land, buildings, improvements and landscaped areas of any property, including weekly mowing of each property. No inoperative, junk, or unlicensed vehicles shall be permitted on any property. No utility meters or trash receptacles shall be placed in front of any residence unless obscured from view from the street or road.

13. No sign of any kind shall be displayed on any property, EXCEPT for small realty signs (16 square feet maximum) advertising the property "For Sale".

14. All recreational vehicles, boats, motor homes, campers, trailers, or hobby vehicles shall be kept on the rear one-fourth (1/4) of any property unless kept in a garage or screened so as not to be visible from the street. All such vehicles shall be located on poured concrete pads.

15. Owners reserve a perpetual easement for utility installation, maintenance and drainage five feet in width along each side and rear property line.

16. Satellite dishes, exterior television and radio antennas shall not be placed on the roof of any building or on the front two-thirds (2/3) of any property. No such device may be more than ten feet (10') in height.

17. Exposed metal fireplace chimneys are prohibited. Direct fireplace vents through the exterior wall of a residence are permitted on the end or the back of the residence.

18. No outside clotheslines or other apparatus for the drying of clothes shall be permitted.

19. No above ground swimming pools shall be permitted.

20. All building setback lines required by the controlling governmental authority shall be strictly observed and followed. Variances by such authority are permitted.

21. Property owners are prohibited from obstructing the free flow of storm surface water drainage and/or diverting, and/or changing such drainage flow in any manner resulting in damage or hazard to any other property owner.

22. All driveways shall be paved or surfaced with concrete.

23. All mailboxes shall be of an ornamental metal design.

24. All wiring, pipes and similar lines that are to be run from the street to any particular property for gas, water, sewer, telephone, cable TV, electric or any other utility service shall be underground.

25. These protective covenants shall be enforced by the Owners or any individual property owner by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain the violation or to recover damages. In the event litigation is implemented for the enforcement of these covenants, the prevailing party shall be entitled to an award of attorney fees as additional damages.

26. Amendment of these restrictions shall be the exclusive right of the Owner. Thereafter amendments may be made by an instrument signed by seventy-five percent (75%) of the owners of the properties, one vote per property, subject to these restrictions. No amendments may be made without written approval of the Architectural Review Committee. No amendment shall annul or remove these Restrictive Covenants without the approval of the Rutherford County Planning Commission.

EXHIBIT "A"

