

RESTRICTIVE COVENANTS TO

014909

REGENWOOD, SECTION TWO

The undersigned, DON R. CAMERON, III, TRUSTEE, being the owner in fee simple of the real estate that has been subdivided and named REGENWOOD, SECTION TWO, according to survey and plat of record in Plat Book 12, page 131, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind himself, his heirs, successors and assigns, that the following restrictions, limitations, and covenants shall be binding on all purchasers of lots in said Regenwood, Section TWO, their heirs, successors and assigns, as follows:

1. No lot may be used for any purpose except for the construction and maintenance of a residential building of traditional design. No such residential structure on any such lot shall be designed, constructed or used for more than one family.

2. No lot shall be resubdivided, but shall remain as shown on the recorded plat and not more than one residence building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots.

3. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept for commercial purposes.

4. No trailer, modular home, tent, garage, barn, or other outbuilding shall be erected or used as either temporary or permanent residence.

5. No one shall be allowed to use as a residence, either temporary or permanent, a house under construction that is not substantially completed.

For Waiver of Restrictions (Re: Lot 85), see Deed Book 414, page 530.

For Amendment Number One, see Deed Book 433, page 732.

6. No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat; PROVIDED, HOWEVER, unclosed porches either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across the setback lines; unless same is in conflict with the zoning regulations existing at the time of construction; PROVIDED FURTHER, HOWEVER, that the main structure does not violate the setback line.

7. All owners of lots in the subdivision shall consult with the appropriate officials of the City of Murfreesboro Government before installation of any driveway, culvert or other structure within the dedicated roadway and such placement or construction shall be done in accordance with the rules and regulations of said City of Murfreesboro Government.

8. On all lots, no fence shall be permitted between the front building or setback line and the street. On all corner lots no fence shall be permitted between the building setback lines shown on the plat and any street.

9. 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 lots is permitted, PROVIDED, such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height.

10. Any detached garage or other accessory building shall not exceed one story in height. It shall be on the rear quarter of the lot and not less than twelve and one-half (12-1/2) feet from any side or rear lot line, and in no case closer than the house is to the street; said garage or accessory building shall be erected as one building and no garage shall contain room for more than three cars. Any accessory building of a permanent type shall be constructed in design and material as would be compatible with the main residence.

11. Any attached garage may open to the front, side or rear of the dwelling. Any attached carport shall open to the side or rear of the dwelling, and the front of any attached carport shall be enclosed and finished in the same manner as the front elevation of the dwelling.

For Variance to  
(Re: Lot 104),  
See Deed Book 458, page 849.  
For Second Amendment, see Deed  
Book 586, page 266.

12. The minimum square feet of any single-story dwelling shall be 1,850 square feet of living area if the dwelling has a garage or carport which is attached to the dwelling. Said attached garage or carport must be a continued design of the house. Any story and one-half or split-level dwelling shall have 1,500 square feet of living area on the ground floor, the upper levels of any story and one-half or split-level dwelling shall have at least 500 square feet of finished living area. Any two-story dwelling shall have a minimum of 1,800 square feet of finished living area, at least 1,000 square feet on the ground floor and 800 square feet of finished living area on the second floor. In determining the size of any dwelling, the measurements shall be outside measurements without any reduction for interior walls.

13. All dwellings or other buildings constructed on any lot shall have full masonry foundation in such a manner that no concrete block is visible above grade. In no case shall asbestos siding be allowed in the exterior construction.

14. The Developer of this subdivision, or its successors and assigns, reserves the right to enter upon any lot for the purpose of cutting grass and/or clearing up such lot, as the same may be reasonably required, charging any expenses incurred thereof to the owner of the lot and creating a lien on the lot.

15. Each owner shall be responsible for safe, clean and attractive maintenance of all lands, buildings, improvements, and landscaped areas on any lot, and all lots must be kept clear and clean of all litter. No inoperable or junk automobiles shall be parked on any lot in the subdivision. All motor vehicles, including campers, motor homes, boats and other recreational vehicles and equipment must be stored or otherwise parked off-street at all times.

16. Any antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic radiation which may be erected on any lot shall be on the rear quarter of such lot. Likewise, any clothesline shall be placed only on the rear quarter of such lot.

17. If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

18. A perpetual easement is reserved on each lot five (5) feet in width, continuous and parallel to each side and rear lot line for the construction and maintenance of utilities, such as drainage, electricity, gas or water main, sewage, etc. and no structure of any kind shall be erected or maintained upon or over said easement. This perpetual easement is in addition to any and all easements as shown upon the recorded plat.

19. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding owners of said tract or parcel of land, or any part thereof, until January 1, 2017, at which time the protective covenants and restrictions shall be automatically renewed for one successive period of ten (10) years; however, said protective covenants and restrictions may be changed in whole or in part by a majority vote of the owners of the lots in said subdivision at any time; each owner having one vote per lot owned. Any owner of fifty-one percent (51%) of the total number of lots may change these restrictions at any time his ownership represents at least fifty-one percent (51%).

20. All plans for any dwelling, garage, carport or other structure must be approved by the Architectural Review Committee, said committee being composed of Frank White, Don R. Cameron, III and Tim Cameron. A majority of the lot owners can vote in writing to change or replace any or all members of the Architectural Review Committee.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 8th day of July, 1988.

  
DON R. CAMERON, III, TRUSTEE

STATE OF TENNESSEE

68

COUNTY OF WILLIAMSON

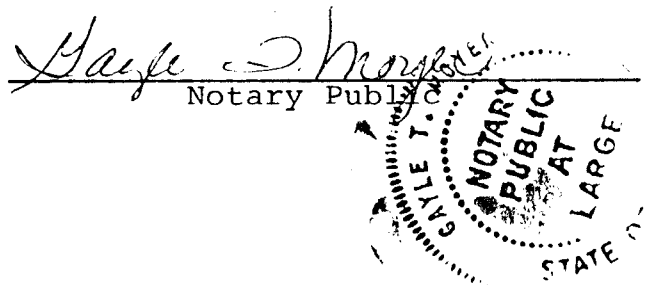
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Don R. Cameron, III, Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Franklin, Tennessee, this the 8th day of July, 1988.

(SEAL)

My Commisssion Expires:

4-23-91



RECORDING FEE 20.00  
STATE TAX —  
REGISTER'S FEE —  
TOTAL PAID 20.00  
RECEIPT NO. 65208

THIS INSTRUMENT PREPARED BY:  
Gayle T. Moyer, Attorney at Law  
128 Holiday Court, Suite 125  
Franklin, Tennessee 37064

I, Homer Jones, Register of Deeds for Davidson County, do certify that the foregoing instrument is recorded in said office in book 408 page 64 that it was received July 8, 1988 at 1:20 o'clock P. M. and entered in notebook, 30 page 304 Homer Jones, Reg. Donna Steen Deputy