

This Instrument Prepared By:
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037726

STATE OF TENNESSEE }
COUNTY OF RUTHERFORD }

RESTRICTIVE COVENANTS APPLYING TO THE SUBDIVISION
NAMED NORTHSRING SUBDIVISION, SECTION ONE
NINTH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

NORTHSRING, LLC, a Tennessee limited liability company, being the owner in fee simple of the real estate that has been subdivided and named NORTHSRING SUBDIVISION, SECTION ONE, according to a survey and plat of same made by S.E.C., Civil Engineers, which plat is of record in Plat Book 21, Page 51, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said NORTHSRING Subdivision, its successors and assigns, as follows:

LOT USAGE

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

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 purposes of subdividing into more lots.

3. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be constructed, reconstructed or kept on any lot which may constitute any annoyance or nuisance to the neighborhood.

4. No animals, poultry, or livestock of any kind shall be allowed or maintained on any lot, except:

Dogs, domestic cats, or other household domestic pets may be kept, provided that they are not kept for commercial purposes.

5. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.

6. All yard art and playground equipment must be approved by the Architectural Review Committee before being placed on a lot.

7. The developers of this subdivision, or their assigns, or the Architectural Review Committee, or its designees, reserve the right to enter upon any lot for the purpose of cutting grass,

*For Amendment to Restrictions, see Deed Book 667, page 597.
For Amendments, see Record Book 423, page 1974.*

trimming trees and shrubs or generally cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien on the lot. Owners of unimproved lots will mow their lot at least twice a year.

8. No commercial sign of any kind shall be displayed on any lot except one non-illuminated sign or not more than four square feet advertising the property for sale.

9. Outside clothes lines will not be permitted.

10. Campers and trailers will be stored out of site from street and will not be a nuisance to neighbors as determined by the Architectural Review Committee.

11. All homes will have brick, dryvit, or stone enclosed mailboxes. Aluminum and vinyl siding shall not be allowed.

12. Eave lights shall be positioned so as not to focus on any neighbor's window.

13. No large satellite dishes will be permitted, unless approved by the Architectural Review Committee and all the neighbors within the site line of the satellite dish. Eighteen (18) inch mini dishes will be allowed if not visible from the street.

14. All yard areas and landscaping must be maintained in a neat and orderly fashion. Landscaping must be installed according to a plan approved by the Architectural Review Committee within one year of the lot improvement being completed.

LOT IMPROVEMENTS

15. The minimum square feet in any dwelling shall be 2,200 square feet with at least 1,400 square feet on the ground floor. This restriction is with reference to floor area of living space and is exclusive of garages, porches, terraces, etc.

16. All garages shall enter from the side or rear, and all garage doors shall remain closed, except for actual ingress and egress herein. Garage doors may not face the street except on corner lots. There shall be at least two car garages or other two-car accessory buildings constructed or located on the premises.

17. A. No building shall be constructed or maintained on any lot i) in any reserved drainage, utility or landscape easement area; or ii) 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; PROVIDED, FURTHER, HOWEVER, that the main structure does not violate the setback line.

B. Once construction has commenced, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site.

18. A. The only fences (other than wire or chain link, which are expressly prohibited) which shall be permitted on lots shall be those erected with the express prior written approval of the

Architectural Review Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. The Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and landowners agree to abide by reasonable requires for repairs and maintenance as maybe made by the Architectural Review Committee.

B. On all lots except corner lots, no fence shall be permitted between the front building or setback line 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 either building or setback line and either street. In the event a landowner incorporates any utility, landscape or drainage easement shown on the recorded plat within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage on or other use of said easement.

19. 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 broomed finish or washed aggregate running back three (3) feet from the entrance at street and tapering back to no less than twelve (12) feet in width. A temporary gravel drive may be constructed from the street to the side of the proposed dwelling before or at the time construction of said dwelling is commenced. All driveways shall be paved with broom finish or washed aggregate, concrete within a reasonable time, but no longer than three (3) months, after completion of construction of the dwelling.

20. No dwelling shall be constructed on any lot closer than the setback lines as shown on the recorded plat would allow.

21. All dwellings construction on any lot shall have a full masonry foundation. Fireplaces shall be enclosed with brick or dryvit, or other materials approved by the Architectural Review Committee.

22. Swimming pools must be located to the rear, side or enclosed within the main dwelling. All swimming pools shall be fenced for safety. No above ground pools will be allowed on any lot. In ground pools must be of a design and location which meets the Architectural Review Committee approval.

23. 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.

24. No lot owner may construct or place any dwelling,

outbuilding, fence or any other structure, pen or enclosure, or landscape, on any lot in said subdivision without the prior written approval by the Architectural Review Committee of the elevation or exterior design, colors, location and building materials to be used in the proposed improvements, or the landscaping to be installed. All plans to be submitted shall include a site plan. Residences with the same or reasonably similar elevations shall not be allowed within line of sight as determined by the Architectural Review Committee. The Architectural Review Committee has the express authority to determine the type of materials to be allowed in the improvements placed upon lots. Approval, except as expressly provided otherwise in these restrictions, requires the affirmative vote of two of the three Committee Members. The Committee must additionally approve by a two-thirds vote all exterior colors, as well as the exterior veneer, be it of brick, stone, wood, etc. Failure of the Committee to act on any written review request within fourteen (14) days of receipt of the request shall be deemed approval. It is the intent of these restrictions that this Committee shall insure a uniform, aesthetically pleasing subdivision without the utilization of garish colors of architectural designs. The Architectural Review Committee is empowered to waive provisions of these restrictions for good cause shown; provided, however, that this power shall not extend to reducing the minimum square footage as specified in paragraph 13 hereof.

ARCHITECTURAL REVIEW COMMITTEE

25. There is hereby appointed an Architectural Review Committee to be compromised of three individuals. The initial Committee shall be composed of Rick Thurman, Linda Thurman, and Jimmy Richardson. If a member resigns, a new committee member shall be chosen by the two remaining members. At such time NORTHSRING, LLC, has sold all the lots in this subdivision, then from that point onward the Architectural Review Committee members will be elected as their term expires or the office is vacated by the Board of Directors of the Homeowners Association. When all lots have been sold by NORTHSRING, LLC, or at such earlier time as NORTHSRING, LLC, shall determine, the lot owners in this subdivision shall become members of the Homeowners Association and the Homeowners Association will then be specifically authorized to charge and collect a maintenance fee from all lot owners in order to pay the expenses of the operation, care, beautification, upkeep and maintenance of the Subdivision.

26. It is expressly covenanted and agreed that the Architectural Review Committee shall have the jurisdiction and authority to determine the existence of noxious or offensive operations or any annoyance or nuisance, but only after an opportunity for a hearing before the Committee is given for the

person or individuals charged with conduction a noxious or offensive operation or any annoyance or nuisance to the neighborhood. All lot owners shall be notified of the time and place of the hearing and will be allowed an opportunity to express their opinion. Refusal to abide by the decision of the Committee shall be deemed a breach of these covenants and shall authorize any lot owner or the Committee to proceed in a court of competent jurisdiction to obtain such protective orders and damages as are appropriate under the circumstances then and there existing.

27. The members of the Architectural Review Committee shall not be liable to lot owners for any mistake of judgment, negligence or otherwise, except for their individual and willful misconduct or bad faith. The members of the Architectural Review Committee shall not receive any compensation for their services thereon.

EASEMENTS

28. A perpetual easement is reserved on each lot five (5) feet in width contiguous and parallel to each side lot line and ten (10) feet contiguous and parallel to each rear lot line for the construction and maintenance of utilities, such as drainage, electricity, gas, water main, sewage, etc., and no structure or any kind shall be erected or maintained upon or over said easement.

29. It is understood and agrees that all easements granted herein, or by deed, or identified in the recorded plat of NORTHSRING Subdivision, may be used to service existing or additional subdivision sections.

30. Utility lines and services in this subdivision will be underground and located within the appropriate easement areas.

TERMINATION, EXPIRATION & AMENDMENT

31. 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 thereof.

32. The above covenants running with the land shall expire thirty (30) years from the date of recording of this instrument; but shall be deemed automatically renewed for an additional fifteen (15) years unless over fifty (50%) percent of the lot holders in NORTHSRING Subdivision, agree in writing that the automatic renewal shall not occur.

33. These restrictions may be amended at any time by fifty-one (51%) percent of all NORTHSRING Subdivision, lot owners if a unanimous recommendation for the proposed Amendment is made by the Architectural Review Committee, or more than seventy-five (75%) percent of all NORTHSRING Subdivision lot owners otherwise.



STAY 15' OFF
SEWER MAIN
HOUSE

86' LONG HOUSE

DEJARNETTE LN

ALEXANDER BLVD

060E0020

060C0010

060C002A

060C0020

060C004A

30' SEWER

20' SEWER

20' SEWER

378

69

58

6" 837

306

128

76"

8"

92

16"

327

VARIABLE DRAINAGE

48

154

