

RESTRICTIVE & PROTECTIVE COVENANTS TO HIGHLAND WOODS
SUBDIVISION, FRANKLIN COUNTY, TENNESSEE

This declaration of restrictive covenants is made on the 9th day of May, 1995, by JACK E. DAYTON and GAIL H. DAYTON, (hereinafter referred to as "the Developer").

WHEREAS, the Developer is the owner of a subdivision in Franklin County, State of Tennessee, known as HIGHLAND WOODS SUBDIVISION, a plat of same being recorded in Plat Envelope 241-A, Register's Office of Franklin County, Tennessee; and

WHEREAS, the Developer desires to develop said property as a residential subdivision, and to provide and adopt a uniform plan of covenants, easements, restrictions, and conditions which will control and preserve the values, amenities and desirability and attractiveness of the real property within HIGHLAND WOODS SUBDIVISION.

NOW, THEREFORE, in consideration of the premises, the Developer agrees with any and all persons, firms, corporations, or other entities hereafter acquiring any of the property hereinabove described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions and easements relating to the use and occupancy thereof, said restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and which inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property subject to this declaration by acceptance of a deed or other conveyance of any interest in or to said property, and regardless of whether the same shall be signed by such person and whether or not such person shall consent in writing, shall take such property interest subject to this declaration and to the terms and conditions hereof, and shall be deemed to have consented to the same.

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

Section 1. Single Family Residence. Only one (1) single family residential dwelling structure will be permitted to remain on any Lot. The structure must not exceed two and one-half (2 1/2) stories in height, plus a basement, and a garage. No such residence shall be constructed on less than the equivalent of one full Lot as shown on Plat(s). In no event shall any part of the main structure or garage be used as a second dwelling for rental purposes. No Lot or lots conveyed in this subdivision shall be subdivided and altered in boundaries without the express approval of the Developer.

Section 2. Appurtenant Structures and Other Buildings. Any detached garages, outbuildings or other construction or additions larger than 200 sq. ft. must be constructed of the same type exterior material as the principal building, and be of an architecturally compatible design with the main residence. No metal outbuildings of any type shall be permitted. Outbuildings smaller than 200 sq. ft. may be allowed with finish materials other than the main dwelling. However all buildings will have finished exteriors to be painted or stained in a color consistent to main dwelling or covered in brick or vinyl in a similar color. No buildings of any type may be placed in front or side yards or closer than 10' to nearest property line. All outbuildings are to be screened with landscaping and properly leveled on Lot. Building finishes, placement, and screening to be approved by Developer.

Section 3. Temporary Structures. No old or second hand buildings shall be moved onto any Lot or combination of Lots. No person shall live on any Lot or combination of Lots in temporary buildings, trailer, basement, garage, barn, outbuilding, tent, or shack. Children's tree houses, if built, must be properly constructed so as to present a neat uncluttered appearance.

Section 4. Dwelling Quality and Size. All dwellings shall be of good quality workmanship and materials. The minimum heated floor area shall be as follows:

This Instrument was Prepared by:
Jack Dayton
301 North Jackson St.
Tullahoma, TN 37388

See Amendment (Lot #19) in Deed Book 269, page 22. Ch. 12-20-95
See Amendment (Lot #5) in Deed Book 279, page 252. Ch. 5-12-97

	<u>1st Floor</u>	<u>2nd Floor</u>
1 Story	1100	- - -
1 1/2 Story	700	500
2 Story	700	1400

Each dwelling is to contain a minimum of 400 sq. feet of attached garage space.

Section 5. Mailboxes. Only one mailbox/newspaper box per single family residence shall be allowed. All mailboxes/newspaper boxes shall be of a type and style and located on the respective Lot as approved by the Developer.

Section 6. Lighting. Outside light posts and lighting fixtures shall be of a type and style and located on the respective Lot as approved by the Developer.

Section 7. Building Location. No building shall be located on the Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines depicted on the recorded plat. In no event shall any building be located on any Lot nearer than (40) feet to the front Lot (street) line. No building shall be located nearer than (15) feet to any side Lot line and no closer than (30) feet to rear line. For the purpose of this covenant, caves, steps, and uncovered porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot unless said Lot be a part of or combination of Lots which the main structure is located.

Section 8. Fencing. All fencing is to be to the back of the rear corners of the house and is to be wooden or of a decorative type. No chain link fences will be permitted. All fencing in yard to be of quality construction and type is to be approved by the Developer. Fences shall be no more than (6) feet in height. Fencing is not to extend past sides of house and cannot be nearer than (10) feet to rear property line.

Section 9. Driveways. Driveways must be at least (10) feet wide. The owner of each individual Lot shall be responsible for installation of drainage tile. Driveways must be constructed of concrete.

Section 10. Livestock and Poultry. No Lot or portion of a Lot or combination of lots shall be used for the raising or keeping of poultry, horses, cows, swine, sheep or goats, or any other livestock, however, these covenants shall not prevent the keeping of normal household pets such as birds, dogs, and cats, provided, that they are not bred or maintained for any commercial purposes.

Section 11. Nuisances. No noxious, unlawful or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. Approval of Plans. All plans to be utilized in constructing a dwelling in HIGHLAND WOODS SUBDIVISION must be approved by the Developer of said subdivision prior to construction.

Section 13. Decorative Figures and Other Items. There shall be no figurines, wagons, wagon wheels, bird baths, or any other items of this nature to be located on the property except to the rear of the main dwelling.

Section 14. Visual Screening on Lots. The Owner or occupant of all Lots shall in no event use any Lot for storage of material and equipment except for normal residential and construction requirements or permit the accumulation or burning of garbage, trash or rubbish of any kind thereon. All yard equipment, woodpiles or storage piles shall be screened so as to conceal them from view of neighboring Lots or streets. The drying of clothes in public is prohibited.

Section 15. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any Lot except for the purpose of advertising the property for sale or rent and support of political candidates.

Section 16. Antennae. No electronic, radio, television or other type of device for transmitting or receiving signals shall be erected, constructed, placed, or permitted to remain on any Lot, houses or buildings unless located to the rear of the house roof ridge line, or gable of the main structure so as to be hidden from sight when viewed from the fronting street on interior Lots, or when viewed from the fronting street and the siding street for corner Lots. No satellite dishes larger than (4) foot are to be allowed.

Section 17. Storage of Automobiles, Boats, Trailers, Other Vehicles, and Equipment. No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs off truck, boat rigging or any item deemed offensive by the Developer shall be stored permanently or semi-permanently on any public street, right-of-way or driveway. Permanent or semi-permanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence. No junkyard shall be maintained in the subdivision, nor shall farm equipment nor commercial trucks larger than three-quarter ton pickup trucks be parked in said subdivision longer than necessary for moving or for construction and maintenance then in progress. No metal outbuildings of any type will be permitted.

Section 18. Construction Diligence. All construction work must be completed with all due diligence. No incomplete structure shall be permitted to exist without active construction for more than (90) days. Construction of any structure shall be completed within (9) months from the date of groundbreaking.

Section 19. Garbage Disposal. Garbage may be deposited in secure and tied plastic bags for pickup but shall not remain uncollected for a period exceeding (24) hours.

Section 20. Landscaping. The owner shall install landscaping in the front yard of the house. This landscaping shall be installed within 180 days of occupancy. All areas not specifically prepared with bedding materials or shrub materials shall be grassed except for (25) feet at the rear of each Lot. This (25) foot area may be left in a natural state. The use of the front and side yards for agricultural purposes is expressly prohibited when such yards are visible from the street.

Section 21. Additions/Alterations/Improvements. All changes made to the main dwelling are to be consistent in architecture and material to existing building.

Section 22. Utilities. All utilities are to run underground from the dwelling or other buildings to the road.

Section 23. Swimming Pools. All pools of any type are to be located within area allowed for fencing and must be enclosed with fencing to provide safety.

EASEMENTS

Section 24. Utility and Drainage. A (10) foot easement on the front and rear of all lots and a (5) foot easement on the side Lot lines of all lots according to the recorded plat of HIGHLAND WOODS SUBDIVISION, are reserved for the construction, installation, and maintenance of Public utilities and drainage, however, when all of one Lot is combined with an adjoining Lot to form a single Lot, the easement reservation herein provided for shall be deemed to exist on the interior side Lot lines of the newly formed Lot rather than on the interior side Lot lines that existed prior to the combination of lots. A combination of (1) or more lots constituting a new and larger Lot shall be considered as an original Lot for all purposes of these restrictions. A special drainage easement exists according to the recorded plat on Lots 4,5, and 21.

ARCHITECTURAL CONTROL

Section 25. No construction, reconstruction, remodeling, alteration, or addition to any structure, building, fence, wall, driveway, swimming pool, outbuilding or improvement of the exterior shall be constructed without obtaining the prior written approval of the Developer as to the location, plans, and specifications. As a prerequisite to consideration for approval and prior to beginning the contemplated work, a copy of the plat, the building plans and specifications shall be submitted to the Developer. The Developer shall be the sole arbiter of such plans and may withhold written approval for any reason including purely aesthetic considerations. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with the plans. The Developer shall be entitled to stop any construction in violation

of these restrictions. In the event the Developer fails within (30) days to approve or disapprove, in writing, such plans and specifications, approval will not be required and this section will be deemed to have been fully complied with.

GENERAL PROVISIONS

Section 26. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of (30) years from the date hereof, after which time they shall be automatically extended for successive periods of (10) years.

Section 27. Amendments. Declarations may be amended during the first (30) year period by an instrument signed by Owners of not less than seventy-five percent (75%) of the property affected, and thereafter by an instrument signed by the Owner of not less than fifty percent (50%) of the property affected. No Amendment to these Declarations shall restrict or limit the rights retained by the Developer under these Declarations, including but not limited to, the right to architectural approval, without the Developer's written consent. Any amendment to these declarations shall only become effective when an instrument evidencing such change, and signed by the appropriate parties, has been filed with the Register's Office of Franklin County, Tennessee.

Section 28. Governing Law. This Declaration shall be construed under and governed by the laws of the State of Tennessee.

Section 29. Covenants Running with the Land. Each and every declaration, covenant, condition and restriction set forth herein is for the benefit of all owners, their successors and assigns and shall be deemed to be covenants running with the land. Each owner shall be deemed to have assumed all obligations of this Declaration relating thereto.

Section 30. Severability. Invalidation of one or more of these restrictions by judgment, court order or otherwise shall not affect any of the other provisions, not expressly held to be void and all such remaining provisions shall remain in full force and effect.

Section 31. Enforcement. If any person, firm or corporation shall violate, any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within HIGHLAND WOODS SUBDIVISION, to bring an action against the violating party at law or in equity for any claim which these restrictions may create and such other owner or interested party either to prevent said person, firm or corporation, from doing such acts or to recover damages for violation. Any failure by the Developer or any property owner to enforce any of said covenants and restrictions or other provisions, shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any party to file suit to enforce any of these covenants or conditions, a party found guilty of violating this Declaration shall be required to pay a reasonable attorney's fee to the attorney representing the party petitioning for enforcement of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Owners of HIGHLAND WOODS SUBDIVISION, have executed the foregoing instrument for the purpose of establishing the restrictive and protective covenants which shall govern said Subdivision on this the 9th Day of May, 1995.


JACK E. DAYTON


GAIL H. DAYTON

**OWNERS/DEVELOPERS
HIGHLAND WOODS SUBDIVISION**

STATE OF TENNESSEE
COUNTY OF COFFEE

Personally appeared before me, BONNIE C. PHILPOTT, a Notary Public in and for said County and State, JACK E. DAYTON & GAIL H. DAYTON, the within named Owners/Developers of HIGHLAND WOODS SUBDIVISION, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Tullahoma, Tennessee, this 9th day of May, 1995.

Bonnie Philpott

NOTARY PUBLIC

My Commission Expires:

12-12-97

STATE OF TENNESSEE, FRANKLIN COUNTY

the foregoing instrument and certificate were noted in Note Book I, page 78, at 2:25 o'clock P. M., on the 9 day of May, 1995, and recorded in Deed Book 265, page 113, State Tax paid \$ -, Fee \$ -, Recording Fee \$ 20.00
Total \$ 20.00
Witness my hand. Receipt No. 39878

Carolyn Amacher
REGISTER
LOR