

This instrument Prepared by:

Richard E. Leddy  
Attorney at Law  
315 N. Walnut St.  
Murfreesboro, TN 37130

**010333**

**RESTRICTIVE COVENANTS APPLYING TO**

**WILLIAM F. KETRON SR., WILLIAM F. KETRON, JR. SUBDIVISION**

The undersigned, William F. Ketron Sr., and William F. Ketron, Jr., being the owners in fee simple of the real estate that has been subdivided and named Lots 3 and 4, William F. Ketron, Sr., William F. Ketron, Jr. Subdivision, according to survey and plat made by Robert E. Francis, Registered Land Surveyor, dated April 14, 1986, which plat is of record in Plat Book 10, Page 132, of the Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, do hereby agree and bind themselves, their successors and assigns, that the following restrictions, limitations, and covenants shall be binding on all purchasers of lots in said subdivision, 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. 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, basement house, tent, garage, barn or other outbuilding shall be erected or used as either temporary or permanent residence.
5. 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; PROVIDED FURTHER, HOWEVER, that the main structure does not violate the setback line
6. The access road to the said properties is controlled by easement by the owners of said lots and is not dedicated to Rutherford County.
7. On all Lots, no fence shall be permitted between the front building or setback line and the street.
8. 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.
9. 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 provided however that said structure be 70% brick.
10. No dwelling shall be constructed on any lot closer than twelve and one-half (12 1/2) feet to either side lot line.
11. Any attached garage or 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.

12. The minimum square feet of any single-story dwelling shall be 1,600 square feet of living area if the dwelling has a garage or carport which must be attached to the dwelling. Any single-story dwelling which does not have a garage or carport shall contain 2,100 square feet of living area. Any story and one-half, two story, or split-level dwelling shall have 1,800 square feet of floor space on the ground 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 no case shall asbestos, aluminum or plastic siding be allowed in 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. 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.

16. A perpetual easement is reserved on each lot five (5) feet in width, contiguous 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.

17. 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 November 1, 2002, at which time the protective covenants and restrictions shall be automatically renewed for a

successive period of ten (10) years; however, said protective covenants and restrictions may be changed in whole or 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.

IN WITNESS WHEREOF, the undersigned owners of the above said subdivision have caused this instrument to be executed on this the 13th day of May, 1986.

WILLIAM F. KETRON, SR.,  
WILLIAM F. KETRON, JR. SUBDIVISION

*William F. Ketron Sr.*  
WILLIAM F. KETRON, SR.

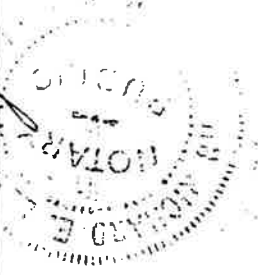
*William F. Ketron Jr.*  
WILLIAM F. KETRON, JR.

STATE OF TENNESSEE )  
                                  :  
COUNTY OF RUTHERFORD )

Personally appeared before, the undersigned authority, a Notary Public in and for said County and State, the within named WILLIAM F. KETRON, SR. and WILLIAM F. KETRON, JR., the bargainors with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument (RESTRICTIVE COVENANTS) for the purposes therein contained.

WITNESS MY HAND and official seal at Murfreesboro, Tennessee, this 13th day of May, 1986.

*Richard E. Kelly*  
NOTARY PUBLIC



My commission expires: 6-24-88

RECORDING FEE 16.00  
STATE TAX \_\_\_\_\_  
REGISTER'S FEE \_\_\_\_\_  
TOTAL PAID 16.00  
RECEIPT NO. 515

STATE OF TENNESSEE  
RUTHERFORD COUNTY  
OFFICE OF THE REGISTER May 14 19 86  
I, HOMER JONES, REGISTER DO CERTIFY THAT THE  
FOREGOING INSTRUMENT AND CERTIFICATE ARE REGIS-  
TERED IN MY SAID OFFICE IN BOOK NO. 361  
PAGE NO. 781 AND THAT THEY WERE  
RECEIVED May 14 19 86 AT 1:30  
CLOCK P.M. AND ENTERED IN NOTE BOOK 222  
PAGE 171

HOMER JONES, Register  
*Homer Jones* DEF. PSR