

WALNUT TRACE
RESTRICTIVE COVENANTS
SECTIONS XII, XIII & XIV ONLY

KNOW ALL MEN BY THESE PRESENTS: That WOODS VENTURE, LLC., a Tennessee Limited Liability Company (hereinafter referred to as “Developer”), being, on the day hereof, the owner of all property contained in WALNUT TRACE, SECTION XII, XIII & XIV, a plat of which appears in the Register’s Office of Madison County Tennessee, in PLAT BOOK _____, PAGE_____, reference to which plat is hereby made, and the owner of all the lots onto which property is subdivided as shown by such Plat, and desiring to create and establish certain restrictions with respect to all of the lots in WALNUT TRACE, SECTION XII, XIII & XIV (hereinafter called “Subdivision”), and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as residential purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided as provided by the plat the following covenants and restrictions:

1. All lots in the Subdivision shall be used for private, residential purposes only; provided, however, the Developer shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes.

2. “Owner” herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluded those having and interest in the affected lot merely as a security for the performance of an obligation.

3. **Any variance from these restrictive covenants permitted herein must be with the express prior consent of the Developer.**

4. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling unit and other buildings or structures customarily used as **“outbuildings,” for a single family dwelling unit and which are, additionally, of a permanent nature, of similar design and construction to the single family dwelling unit, and are specifically approved in writing by the Developer.**

5. No single family dwelling unit erected on any lot in the Subdivision shall exceed two and one-half stories in height (exclusive of basement).

6. Every single family dwelling erected on any lot in the Subdivision shall be constructed of brick, masonry, dryvit or other permanent type construction. *EACH DWELLING SHALL AN EXTERIOR OF A MINIMUM OF 80% BRICK OR DRYVIT, ANY OTHER EXTERIOR MATERIAL SHALL BE SPECIFICALLY APPROVED IN WRITING BY THE DEVELOPER. NO EXTERIOR OF ANY DWELLING SHALL BE CONSTRUCTED OF VINYL OR ALUMINUM SIDING; EXCEPT THAT VINYL OR*

ALUMINUM MAY BE USED TO COVER SOFFIT AND FASCIA. No outside walls may be constructed of imitation brick or similar materials. All outside materials must be new except that used brick, stone or ornamental objects may be used. No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory building shall be placed in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision. All concrete block foundations shall be covered with new or used brick, or plaster of other material as approved by the Developer.

7. Except with written approval of the Developer, any dwelling erected on any residential lot shall have an *INTERIOR HEATED GROUND FLOOR AREA (WHETHER LEVEL OR SPLIT) OF AT LEAST 1,850 SQUARE FEET*, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings; provided, however, that a *ONE AND ONE-HALF (1-1/2) OR TWO (2) STORY DWELLING MAY HAVE A MINIMUM INTERIOR GROUND FLOOR AREA OF 1,200 SQUARE FEET IF SUCH ONE AND ONE-HALF (1-1/2) OR TWO (2) STORY DWELLING HAS A TOTAL INTERIOR HEATED FLOOR AREA (EXCLUSIVE OF OPEN PORCHES, BREEZEWAYS, GARAGES AND ACCESSORY BUILDINGS) OF AT LEAST 2000 SQUARE FEET. ROOF PITCH OF THE FRONT OF ANY DWELLING ERECTED IN THE SUBDIVISION SHALL BE AT LEAST 9/12. ROOFING SHINGLES SHALL BE OF ARCHITECTURAL TYPE DESIGN OR A TYPE APPROVED BY DEVELOPER. ALL EXTERIOR WINDOWS OF ANY DWELLING ERECTED IN THE SUBDIVISION SHALL BE OF WOOD OR VINYL CONSTRUCTION, OR A MATERIAL APPROVED IN WRITING BY THE DEVELOPER.*

8. Every single family dwelling erected in the Subdivision shall have a *GARAGE WHICH IS FULLY ENCLOSED WITH ELECTRICALLY OPERATED DOORS AND OF SUFFICIENT SIZE FOR AT LEAST TWO (2) CARS.*

9. *ALL DRIVEWAYS SHALL BE PAVED WITH CONCRETE.* The use of gravel or asphalt is specifically prohibited, except as a base to the concrete drive.

10. *NO CHAIN LINK FENCES WILL BE PERMITTED.* All fencing will be of the wooden stockade type, unless specifically approved in writing by the Developer. No fence will be allowed beyond the front setback line of any lot. No fence on any corner lot shall extend past the minimum setback requirement of either street.

11. No lot in the Subdivision shall be subdivided without prior written approval of Developer.

12. No part of any dwelling or accessory building on any lot within the Subdivision shall be located within 30 feet of the front line of the lot; provided however, that if there is any conflict between such 30 feet minimum front setback line and any front setback line shown on the recorded plat of the lot, then such plat setback line shall control. No part of any dwelling or accessory building shall be located within 8 feet of the side or 10 feet back line of any lot.

13. The total ground area occupied by a dwelling and accessory building on any lot shall not exceed 30% of the total area of the lot.

14. All electrical service lines, telephone lines and cable TV lines shall be located underground, and the owners of the lot over which a telephone, etc., are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that the Developer shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.

15. **ANY TELEVISION SATELLITE RECEIVER ABOVE 18 INCH DIAMETER INSTALLED ON ANY LOT IN THE SUBDIVISION, SHALL BE LOCATED IN THE REAR YARD OF THE LOT AND ENCLOSED BY A "STOCKADE" TYPE FENCE, unless otherwise approved by the developer in writing prior to installation.**

16. **NO TRAILERS, BOATS, MOTORCYCLES, CAMPERS, OR RELATED TYPES OF VEHICLES OR INSTRUMENTALITIES, SHALL BE PERMITTED ON ANY LOT IN THE SUBDIVISION, UNLESS STORED AT ALL TIMES IN A STOCKADE TYPE FENCE, an enclosed garage other permanent accessory building otherwise permitted under these restrictions.**

17. **NO COMMERCIAL VEHICLES LARGER THAN A PICKUP TRUCK SHALL BE ALLOWED ON ANY LOT IN THE SUBDIVISION UNLESS SAME IS MAINTAINED WITHIN AN ENCLOSED GARAGE.** Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the Subdivision for purposes of rendering commercial services for the benefit of such lot owner. No inoperable or damaged vehicle shall be parked or maintained on any lot unless same is within an enclosed garage area.

18. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision or other lot owners.

19. No fowl, livestock, or other animals, except such customarily domesticated animals as dogs and cats, shall be kept, stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state law.

20. Each lot owner will be responsible for maintaining his lot in a reasonably neat condition and shall do nothing on a lot which render it unattractive, unsightly or a nuisance to the Subdivision or other lot owners.

21. **NO TRASH CONTAINERS WILL BE PERMITTED UNLESS SAME ARE SCREENED BY FENCING OR SHRUBBERY FROM PUBLIC VIEW.** All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.

22. **PRIOR TO RECEIVING A DEED TO ANY LOT AND CONSTRUCTION OF A DWELLING ON A LOT IN THE SUBDIVISION, THE OWNER OF THE LOT MUST SUBMIT A DETAILED SET OF HOUSE PLANS, INCLUDING THE PROPOSED SITE PLAN AND MATERIALS PROPOSED TO BE USED IN THE CONSTRUCTION, TO THE DEVELOPER FOR WRITTEN APPROVAL THEREOF AND NO CONSTRUCTION ON ANY LOT MAY BE COMMENCED WITHOUT FIRST OBTAINING SAID WRITTEN APPROVAL OF THE DEVELOPER.** Once written approval has been

obtained, construction on the lot must generally conform with the approved plans, and the owner may not in any way vary the materials proposed in the construction of the residence without the prior consent of the Developer. Developer may assign, transfer or terminate its rights and obligations as a Developer hereunder by execution and recordation of an instrument assigning, transferring or termination such rights and obligations in the Register's Office of Madison County, Tennessee. Upon execution and recordation of such instrument, Developer shall have no further obligations or rights with reference to the Subdivision as a Developer, except as stated in such instrument.

23. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris. **Each Lot Owner, beginning with the acquisition of the lot, shall bear total responsibility for all erosion control and shall see that all environmental rules and regulations are observed. Lot Owner shall ensure his or her contractor meets these obligations if Lot Owner employs a Contractor.**

24. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well and meet all governing authorities regulations pertaining to same.

25. In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required by law, or varies the materials or construction proposed after construction begins without the prior written consent of the developer, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$2,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.

26. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages thereof, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

27. *EACH PROPERTY OWNER SHALL AT HIS SOLE EXPENSE, OBTAIN AND ERECT AN ORNAMENTAL IRON MAIL BOX* in accordance with the type, model and specifications approved by the developer and no mail box or receptacle of any other type will be allowed.

28. *CONSTRUCTION OF ANY SINGLE FAMILY DWELLING* erected on any lot in the Subdivision *SHALL BE COMPLETE WITHIN EIGHT (8) MONTHS* of the beginning of construction of said dwelling.

29. *NO SECURITY LIGHTS* of size or design similar to street lights shall be erected on any lot in the Subdivision.

30. ***NO ABOVE GROUND POOLS, whether temporary or permanent, shall be placed on any lot in the Subdivision.***

31. Each lot owner shall have an affirmative duty and obligation to ensure that during construction all work is carried out so as to minimize the negative environmental impact of the construction on each lot and the subdivision in general. Each job shall be carried out on a clear basis, with all trash and waste products kept in proper receptacles and removed from the job as soon as practical. Unsightly and offensive materials and supplies shall not be allowed to remain or be stored on the property. Each owner shall take all reasonable precautions to prevent run-off, mud, and the spread of trash or waste from the job site to other lots and the subdivision in general. The lot owner will be responsible to ensure this covenant will be observed and shall be responsible for the acts of his contractor, his subcontractor or any of his agents which fail to observe this covenant. In the event of a breach of this covenant the Developer shall have the right, as his sole option and discretion, to have independent contractors correct any violation of this covenant and to charge the individual lot owner with the costs of correction of this violation and all costs of enforcing this provision; including, but not limited to a reasonable attorneys fee. The Developer shall have the additional right to file a lien in the Registers Office of Madison County Tennessee, which shall constitute an encumbrance on the individual lot until the cost and fees are paid to discharge that item, and shall have the right to foreclose that lien if the items remain unpaid. These specific rights and remedies are cumulative to any other rights the developer may have; and developer reserves the right to seek other remedies and damages for violation of this restriction as outlined in the remainder of these restrictive covenants and under the law in general.

32. The Developer has no obligation to enforce the Restrictive Covenants, or maintain entrances or other areas in the subdivision at any time during the sale of lots or after lots are sold. The Developer and/or any lot owner has the right to enforce the Restrictive Covenants, but no party has the obligation to enforce the Restrictive Covenants.

33. **No item of any nature may be placed, erected, constructed, or located on any lot without the express written approval of the Developer.** No permanent or temporary structure, ornament, statue, decorative item, wading pool, swimming pool, fountain, fence, building or other structure or movable property may be placed in the front or side yard of any lot without the prior written approval of the developer.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in WALNUT TRACE, SECTION XII, XIII & XIV, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty

(30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused the execution of these Restrictive Covenants on this the _____ day of _____, 200____.

WOODS VENTURE, LLC.

BY _____
Lee Godfrey
Secretary

STATE OF TENNESSEE
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, Lee Godfrey, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Secretary of Woods Venture, LLC. And that he, as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal, at office on this _____ day of _____, 200____.

_____ My commission expires: _____.