

Prepared By:
Charles Patterson, Atty.
107 West Main
Jackson, TN 38301

BK T1100 PG 186

RESTRICTIVE COVENANTS

WILLOW GREEN - SECTION V

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter referred to as the "Developer") being on the date hereof, the owner of all the property and lots embraced within Willow Green, Section V, a more particular description of which is shown on the recorded plat of same in Plat Book 7 at page 126 in the Register's Office of Madison County, Tennessee (herein the "Subdivision"); and being desirous of creating and establishing certain restrictions with respect to all the lots of said Subdivision, and the use thereof, for the benefit and protection of the Developer and of all persons who might subsequently become the purchasers of, or owners of, any of such lots, and as an inducement to encourage the purchase by others of such lots for single-family residential purposes, do hereby impress upon the Subdivision and upon each and all of the lots into which the same has been so subdivided, or hereinafter subdivided, the following covenants and restrictions, being covenants running with the land.

1. All lots in the Subdivision shall be used for private, single-family residential purposes only and shall not be used for any commercial purposes.

2. No structure shall be erected on any lot in the Subdivision except a detached single-family dwelling of not more than two and one-half stories in height (exclusive of basement) and other buildings or structures customarily used as "outbuildings" for a single-family dwelling unit and which are of a permanent nature and of similar design and construction to the single-family dwelling unit. The height of any detached accessory building provided for above shall not exceed one story.

3. No lot may be divided into smaller parcels or lots, nor shall more than one residential dwelling unit be erected on any lot.

4. No chain-link fences shall be permitted in the subdivision.

5. No part of any dwelling or accessory building on any lot within the subdivision shall be located within 40 feet of the front line of the lot; provided, however, that if there is any conflict between such 40 feet minimum from 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 on any lot shall be located within 30 feet of the back line of the lot, nor within 15 feet of any side line of the lot.

6. The total ground area occupied by a dwelling and accessory buildings on any lot shall not exceed 25% of the total area of the lot.

7. Every dwelling and accessory building erected in the Subdivision shall be constructed of wood, brick, masonry, or other permanent type construction. Use of any vinyl siding product must have prior written approval by the Developer. 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 iron work or other ornamental objects may be used. No previously used dwelling or accessory buildings shall be relocated in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision.

8. 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 or other permanent accessory building otherwise permitted under these restrictions.

9. 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.

10. No temporary residence or other temporary structure shall be erected on any lot. No mobile or modular homes or previously used structures of any type shall be placed on any lot nor used as a residence at any time.

11. 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.

12. All concrete block foundations shall be covered with new or used brick, or plaster, or other material as approved by Developer.

13. All garages must be fully enclosed and of sufficient size for at least two (2) cars. No garage or carport may open to the front of the house facing the street.

14. All driveways shall be paved with concrete. The use of gravel or asphalt is specifically prohibited, except as a base for the concrete drive.

15. All electrical service lines, telephone lines and cable T.V. lines (excluding utility poles along Ashport Road) shall be located underground, and the owners of the lot over which a telephone line, etc., are to be placed shall be responsible for the costs of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that Developer shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.

16. 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.

17. No television satellite receiver shall be installed or allowed on any lot in the Subdivision, except in the rear yard of the lot enclosed by "stockade" type fence.

18. No fence shall be allowed beyond the front setback line of a lot.

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

20. 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.

21. Upon the sale of each lot by the developer, the purchaser of that lot shall be subject to all the rules and regulations of the existing Homeowners Association formed for maintenance and

general upkeep of the entrance, front fence, and any other amenities. Each lot owner in the subdivision shall be responsible for the lot(s) prorata share of the dues, fees, and charges necessary to maintain the association, and areas mentioned above. Each lot owner shall be entitled to one vote per lot and shall automatically be a member of the Homeowner's Association, and subject to its bylaws.

22. Prior to 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, to 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. Developer may assign, transfer or terminate its rights and obligations as a Developer hereunder by execution and recordation of an instrument assigning, transferring or terminating 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. Each one story dwelling erected in said subdivision shall have an interior floor area of at least 3,500 square feet, said minimum interior floor area to be exclusive of all areas within open porches, breezeways, garage and accessory buildings. Each dwelling of one and one-half or two stories or more erected in said Subdivision shall have an interior floor area of at least 3,500 square feet, with a minimum ground floor area of at least 1800 square feet, said minimum interior floor area to be exclusive of all areas within open porches, breezeways, garages and accessory buildings.

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. 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.

26. All mailboxes in the development must be made of ornamental iron and submitted to Developer for approval.

27. 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, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$1,000. 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.

Further, 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 persons 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 therefore, 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 judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in Willow Green, Section V, 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 of a cancellation thereof, is placed in public record in the Register's Office of Madison County, Tennessee. However, at any date forward from the date of these restrictive covenants, a restriction may be modified, changed or waived in the event an ownership group representing 80% of the Lots executes a written waiver, change or modification.

IN WITNESS WHEREOF, the undersigned has caused the execution of these Restrictive Covenants on this the 16th day of October, 1997.

WILLOW GREEN PARTNERS, II

By: *R. Joel McAlexander*
R. Joel McAlexander, Partner

STATE OF TENNESSEE)
COUNTY OF MADISON)

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared R. JOEL MCALEXANDER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a Partner of Willow Green Partners, the within named bargainer, and that he as such Partner executed the foregoing instrument for the purpose therein contained.

WITNESS MY HAND and Official Seal on this the 16th day of October, 1997.



My Commission Expires: 9/17/2000

Hope H. Deming
Notary Public

State of Tennessee, County of MADISON
Received for record the 29 day of
OCTOBER 1997 at 10:40 AM. (REC# 18397)
Recorded in Book T1100 pages 186- 189
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00.
Register of Deeds CURTIS WHITE
Deputy Register LINDA WALDON