

THIS INSTRUMENT PREPARED BY:

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**AMENDED AND RESTATED RESTRICTIVE COVENANTS FOR  
RIVER OAKS, SECTION ONE, SECTION TWO, SECTION THREE,  
SECTION FOUR AND SECTION FIVE**

WHEREAS, certain real property located partially in Williamson County, Tennessee, and partially in Davidson County, Tennessee, known as River Oaks, is subject to certain restrictive covenants (collectively, the "Restrictive Covenants") as follows:

1. River Oaks, Section One, Restrictive Covenants, of record in Book 158, page 485, Register's Office for Williamson County, Tennessee, as amended by an instrument of record in Book 257, page 76, Register's Office for Williamson County, Tennessee; and
2. River Oaks, Section Two, Restrictive Covenants, of record in Book 166, page 223, and instrument of record in Book 166, page 310, Register's Office for Williamson County, Tennessee; and
3. River Oaks, Section Three, Restrictive Covenants, of record in Book 176, page 185, Register's Office for Williamson County, Tennessee, as amended by an instrument of record in Book 184, page 241, Register's Office for Williamson County, Tennessee; and
4. River Oaks, Section Four, Restrictive Covenants, of record in Book 186, page 109, Register's Office for Williamson County, Tennessee, as amended by an instrument of record in Book 212, page 491, Register's Office for Williamson County, Tennessee; and
5. River Oaks, Section Five, Restrictive Covenants, of record in Book 220, page 158, Register's Office for Williamson County, Tennessee, as amended by a Release of Restriction of record in Book 674, page 104, Register's Office for Williamson County, Tennessee; and

WHEREAS, the Restrictive Covenants run with the land and shall be binding on the original Grantors of the Restrictive Covenants and all subsequent owners, in any capacity whatsoever, until January 1, 2000, and the undersigned desire that said Restrictive Covenants shall be renewed at such time for successive ten (10) year periods until amended or terminated by a vote of not less than seventy percent (70%) of the owner or owners of the lots in all Sections of River Oaks; and

WHEREAS, the Restrictive Covenants may be amended by a recorded instrument in writing, signed and acknowledged by the owner or owners of record of at least seventy percent (70%) of the lots shown on the respective Plans of River Oaks, Section One, Section Two, Section Three, Section Four and Section Five; and

WHEREAS, the undersigned, being the owner or owners of not less than seventy percent (70%) of the lots of River Oaks, Section One, Section Two, Section Three, Section Four and Section Five desire to amend and restate the Restrictive Covenants by this instrument to run with the land known as River Oaks, Section One, Section Two, Section Three, Section Four and Section Five and to be binding upon the undersigned and all subsequent owners thereof, in any capacity whatsoever, until January 1, 2020.

NOW THEREFORE, in consideration of the premises, and the mutual benefits passing to and from the undersigned, and those who may purchase said lots, the undersigned do hereby amend and restate the Restrictive Covenants that shall be covenants running with the land, and be binding upon the undersigned and all subsequent owners thereof, in any capacity whatsoever, until January 1, 2020, as follows:

1. No lot shall be used except for residential, church, or public school purposes.
2. No residential structure on any lot shall be designed, constructed or used for more than one family.
3. Before any lots may be used for church purposes, including, without limitation, the erection or maintenance of a building for worship, parsonage, or any other appurtenant structure, there shall be obtained: (a) approval of seventy percent (70%) of the owners of lots in all Sections, for the use of said lots, and, (b) the approval of the undersigned, or his successors, of the plans of the building, or buildings, proposed to be constructed on said lots, together with a plot plan showing the location of said building or buildings, on said land. No church building, or buildings shall be erected on less than five acres. Adequate off-street parking shall be provided.
4. No lot or lots as shown hereon shall again be subdivided, re-subdivided, altered, or changed, so as to produce less area than hereby established, unless otherwise approved by the Brentwood Planning Commission and/or Davidson County Planning Commission, and, under no condition, shall such lot or lots be made to produce less area than prescribed by this covenant, and not more than one residential building may be constructed or maintained on any one lot.
5. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.

6. No poultry, livestock or animals shall be allowed or maintained on any lot, excepting (i) as to Section One, Lot Nos. 4, 5, 6, 59 through 69 inclusive, and Parcels "A" and "B," as hereinafter provided, (ii) as to Section Two, Lot Nos. 246, 247, 248 and 249, as hereinafter provided, and (iii) as to Section Three, Lot Nos. 279 through 286 inclusive, as hereinafter provided at any time; provided, however, this shall not preclude the keeping of dogs, or cats, or other household pets, as such, provided further, however, that nothing shall permit the keeping or raising of dogs, cats or other animals for commercial purposes.

On Lots Nos. 59 through 69, inclusive, 246 through 249, inclusive, and 279 through 286, inclusive, in the Sections stated above, the keeping of horses, shall be permitted on the rear 100 feet on each of said lots, and additionally a barn or stable shall be permitted on the rear 100 feet on each of said lots, provided that any such barn or stable shall not be maintained nearer than 20 feet from each side line of such lot. No such livestock shall be permitted to be kept on that portion of said lot between the front and rear 100 feet of each such lots.

7. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.
8. No building shall be constructed or maintained on any lot nearer the front of the lot than the setback line as shown on the recorded plan, except for Lot No. 3 in accordance with variance granted of record in Book 257, page 76, and Book 257, page 83, Register's Office for Williamson County, Tennessee; provided open porches, either covered or uncovered, bay windows, steps or terraces, shall be permitted to extend in front of the setback line, so long as the remaining portion of the structure does not violate the setback line. All other lines shall conform to the Zoning Regulations of the Brentwood Planning Commission and the Davidson County Planning Commission.
9. A perpetual easement is reserved for each lot, as shown on the recorded Plan, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
10. The sewerage from any residence, school or church on the premises shall be connected to (i) septic tank and disposal field approved by Williamson County Health Department and/or the Davidson County Health Department as to Sections One through Four, inclusive, and (ii) the Brentwood Sewerage Facilities as to Section Five.
11. It shall be obligatory upon all owners of lots in this subdivision, which are located in Davidson County, to consult with the proper authorities of the

Davidson County Highway Department before any driveways, culverts, or other structures, or grading, are constructed within the limits of any dedicated roadways, and such placement or construction shall be done in strict accordance with the requirements of the Davidson County Highway Department, in order that the roads or streets within the subdivision, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of the Davidson County Highway Department. It shall be obligatory upon all owners of lots in this subdivision which are in Williamson County, to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded plan of Subdivision as identified above, in order that the roads or streets, which may be affected by such placement, or construction, may not be disqualified for acceptance into the road system of the City of Brentwood or the Williamson County Highway Department, as applicable. All driveway culverts, except in Section One, must have masonry headwalls on open ends.

12. The following restrictions shall apply to all lots in all Sections, other than Lot Nos. 4, 5 and 6 and Parcels "A" and "B" of Section One:
- (a) On corner lots, no fence shall be constructed or maintained between either building or setback line, and either street; on all other lots, no fence shall be constructed or maintained between the front building or setback line and the street; provided, however, the planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front or sides of any lot is permitted, provided that such planting shall not be maintained at a height in excess of 42 inches.
  - (b) With respect to Lot Nos. 4, 5 and 6 and Parcels "A" and "B" of Section One, the construction and maintenance of fences without restriction is permitted.
  - (c) With respect to Lot Nos. 4, 5 and 6 and Parcels "A" and "B" of Section One, any type of fence may be constructed, provided; however, no fence shall be constructed or maintained at a point between the front building setback line and the street or road on which said lots front.
13. No residence, school or church structure shall be maintained on any lot unless the same be connected with, and served with, water from water supply mains.
14. Any garage or carports, erected on said lots, shall be attached to the residence, or garages may be installed in the basement of any residence. No detached garage, or other out-building, excepting (i) Lot Nos. 4, 5 and 6, Lot Nos. 59 through 69, inclusive, and Parcels "A" and "B" in Section One, (ii) only a detached barn or stable permitted under the provisions of Article 6 for

Lot Nos. 279 to 286, inclusive, in Section Three, and (iii) as to Lot No. 3 in Section One, in accordance with variance granted of record in Book 257, page 83, Register's Office for Williamson County, Tennessee, shall be permitted on any lot. No dwelling shall be built without a two-car garage or two-car carport. No garage or carport shall be permitted to open toward the front of any lot, including, on corner lots, fronting toward either street; and the main entrance doors of such garage or carport shall face either to the rear or sideline. As to Section One only, this restriction shall apply to garages and not to carports. As to lots in Section Five only, an exception is made to the second sentence of this paragraph as follows: A pony or horse barn is permitted on Lot Nos. 3 through 12 provided it is designed so as not to detract from the neighborhood and approved by the developer. Building must be erected on the rear fifty feet of lot, and the same sideline restrictions must apply to the barn or stable as applies to the residence.

15. Any homeowners association established pursuant to paragraph 27 below or otherwise, reserves the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot, if the same be reasonably required, and charging the expenses thereof, which shall become a lien upon the lot.

16. Any residence erected on any lot, as shown on said Plan shall have a minimum living area, exclusive of any carport or garage, as follows:

(a) One floor plan, with attached garage or carport, 2,200 square feet as to Sections Two, Three and Four, 2,000 square feet as to Section One and 2,400 square feet as to Section Five.

(b) One floor plan, with garage in basement (this includes a plan with finished room or rooms over the garage), 2,400 square feet as to Sections Two, Three and Four, 2,200 square feet as to Section One and 2,800 square feet as to Section Five.

(c) Split level (including Split Foyer as to Section Five): 2,300 square feet as to Section One, 2,600 square feet as to Sections Two and Three, 2,800 square feet as to Section Four and 3,000 square feet as to Section Five.

Two Story: 2,400 square feet as to Section One, 2,600 square feet as to Sections Two and Three, 2,800 square feet as to Section Four and 3,000 feet as to Section Five.

Duplex (Section Three Only): 2,600 square feet.

Lot Nos. 1, 2, 50, 49, 48, 47 and 46 shall have 3,000 square feet.

17. All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no exposed block, concrete, or plastered

foundations shall be exposed to the exterior above grade level.

18. The right of enforcement of each of these restrictive covenants is vested in the owner of each and all of the lots in this subdivision, and any owner of any lot shall have the right, at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of an action at law, or a suit in equity for injunctive or other relief.
19. No old house shall be permitted to be brought into the subdivision and to be placed or erected on any lot.
20. If any provision of this instrument shall be declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
21. Overhang easements, as shown on the recorded plan, shall be for the purpose of permitting overhead wires and cables of public utilities, such as electric, telephone, telegraph, etc.
22. Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening or widening storm drains, and open ditches.
23. The right is expressly reserved to the developers and the owners of this subdivision, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys or other public ways as now, or hereafter may be, shown on this Plan of Subdivision, at such grades or elevations as they, in their sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys, or public ways, they additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining lot, for the construction of proper bank slopes in accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads; and no owner of any lot in this subdivision shall have any right of action or claim for damages against any one on account of the grade or elevation at which such road, street, alley, or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.
24. Clothes lines will be permitted if located behind the rear wall of residence and are completely enclosed with masonry or wood wall.
25. Swimming pools will be permitted, provided they do not interfere with septic tanks or disposal field. Bath houses and recreation rooms will be permitted to be attached to swimming pools.

26. Any of the restrictions imposed in this instrument may, at any time or times, be amended by a recorded instrument in writing, signed and acknowledged by the owner or owners of record of at least seventy percent (70%) of the lots as shown on said Plan, and any additional restrictions may be placed on said lots in the same manner.

27. The undersigned acknowledge the existence of an unincorporated civic association known as River Oaks Homeowners Association that currently collects funds for maintenance of the entranceways to River Oaks and other common areas as shown on the recorded Plats for each Section. The undersigned hereby authorize the River Oaks Homeowners Association to organize a not-for-profit corporation for carrying out the purposes of these Amended and Restated Restrictive Covenants and for the purposes of engaging in such other functions and activities as are consistent with the general benefit of the owners of any lot in any Section of River Oaks Subdivision. The undersigned further authorize the call of an organizational meeting of the not-for-profit corporation no later than June 1, 2000, for the purpose of adopting By-Laws of the not-for-profit corporation and the election of the Officers and Directors for the not-for-profit corporation. The election of the Directors of the not-for-profit corporation shall be a vote of not less than fifty percent (50%) of the lot owners of all Sections in River Oaks.

With respect to the election of Directors of the not-for-profit corporation, the adoption of the By-Laws and any other matters subject to a vote of the owners of lots in River Oaks, the presence, either in person or by proxy, of at least fifty percent (50%) of owners of lots in all Sections of River Oaks shall constitute a quorum. A majority vote of the quorum is required for the passage of any matter subject to voting.

28. Any of the restrictions imposed by this instrument may, at any time or times, be amended by a recorded instrument in writing, signed and acknowledged by the owner or owners of record of at least seventy percent (70%) of the lots shown on all Sections of River Oaks and any additional restrictions may be placed on River Oaks in the same manner.

29. These restrictions shall automatically renew for successive ten (10) year periods after January 1, 2020, unless amended or terminated as provided in paragraph 28 above.

IN WITNESS WHEREOF, this instrument is executed by the undersigned to be effective as of the date of recording in the Register's Office for Williamson County, Tennessee.

[Signatures and Acknowledgements on Following Pages]

The undersigned, Nella Rader, in her capacity as President of River Oaks Homeowners Association, an unincorporated association, being duly authorized, executes these Amended and Restative Covenants for River Oaks, Section One, Section Two, Section Three, Section Four and Section Five, and she further states that attached hereto and incorporated by reference herein are the signatures of the owners of at least seventy (70%) percent of the Lots in Section One, Section Two, Section Three, Section Four and Section Five, respectively, of River Oaks.

This \_\_\_ day of December, 1999.

**RIVER OAKS HOMEOWNERS ASSOCIATION, an unincorporated association**

By: *Nella Rader, President*  
Nella Rader, President 12/30/99

STATE OF TENNESSEE )

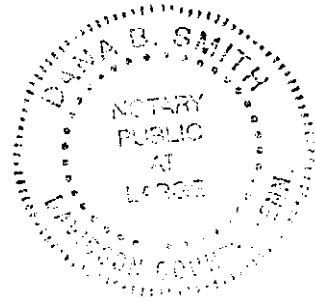
COUNTY OF Williamson)

Before me, a Notary Public of the State and County aforesaid, personally appeared Nella Rader, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be the President of River Oaks Homeowners Association, the within named bargainor, an unincorporated association, and that she as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by herself as President.

WITNESS my hand and seal, this 30th day of December, 1999.

*Dana B. Smith*  
NOTARY PUBLIC

My Commission Expires: My Commission Expires NOV. 24, 2001





STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

} Section Five Block Captain  
} *Libbye Smith*

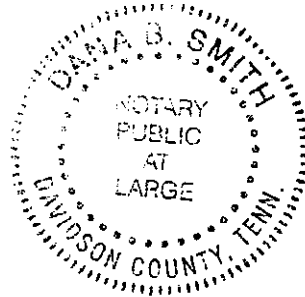
Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, the above-named signatories, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal on this 30th day of December, 1999.

*Dana B. Smith*  
Notary Public

My Commission Expires:

My Commission Expires NOV. 24, 2001



State of Tennessee, County of WILLIAMSON  
Received for record the 31 day of  
DECEMBER 1999 at 8:01 AM. (RECH 353446)  
Recorded in official records  
Book 1944 pages 194- 227  
Notebook 63 Page 220  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$338.00, Total \$ 338.00,  
Register of Deeds SADIE WADE  
Deputy Register KELLY FALLNER