

This instrument was prepared by **Joel D. Ragland** of the law firm of Harvill, Ross, Hogan & Ragland, 107 North Third Street, Post Office Box 925, Clarksville, Tennessee 37041-0925.

**WILLIAM T. HALL, ET UX**

**TO: DEED OF RESTRICTIONS**

**MAPLE HILLS, SECTION 1**

Dolores Houlton, Register  
Cheatham County Tennessee  
Rec #: 146500  
Rec'ds: 40.00 Instrument #: 103342  
State: 0.00 Recorded  
Clerk: 0.00 10/9/2007 at 11:54 AM  
EDP: 2.00 in Record Book  
Total: 42.00  
265  
Pgs 388-395

**THIS DEED OF RESTRICTIONS**, executed as of the day and date set out below by **WILLIAM T. HALL** and wife, **JANET G. HALL**, hereinafter referred to as "**GRANTORS**";

**WITNESSETH:**

That the **GRANTORS** herein hold legal title to certain realty in Cheatham County, Tennessee and being **MAPLE HILLS, SECTION 1**, as shown by plat of record in Plat Book 13, Page 285, in the Register's Office for Cheatham County, Tennessee.

That it is the desire of the parties hereto to place certain Restrictive Covenants on the realty designated as **MAPLE HILLS, SECTION 1**, as shown by plat of record in Plat Book 13, Page 285, in the Register's Office as aforesaid, which restrictions are designated for the protection of the **GRANTOR** herein, and the protection of those who may hereafter acquire title to the lots in said subdivision.

**NOW THEREFORE**, in consideration of the premises and the mutual benefits passing to and from the undersigned and those who may purchase such realty, as aforesaid, the following restrictive covenants are hereby agreed upon and shall be covenants running with the land and binding upon the undersigned, and all subsequent owners of real estate in the above described subdivision, in any capacity whatsoever.

1. All of the lots shall be used for residential purposes only, and it shall not be permissible to build more than one single family dwelling on any one lot. This condition or limitation, however, shall

not operate to prevent an individual owner from erecting one dwelling house on one and a fraction lots, nor shall it operate to prevent present or future owners from redividing lots with the purpose of obtaining lots of larger areas. No structure shall be erected, altered, placed or permitted to remain on any of the designated lots other than one detached single family dwelling not to exceed two stories in height.

2. Residences on all lots shall face the street running along the front lot line of such lot, except those residences constructed on corner lots located at the intersection of two streets shall face either street or the center of one intersection. All homes shall have side or rear entry garages.

3. No dwelling shall be erected, placed, altered or permitted to remain on any lots unless the dwelling has the following garage requirements and finished living area space requirements:

(a) All homes without a basement garage must have at least a one car garage attached and at least 1,200 square feet of finished living area space.

(b) Basement areas, whether finished or unfinished shall not be included in calculated square feet of finished living area and shall include at least a one car garage if there is no attached garage on dwelling.

4. Any gable facing a street shall have a pitch of at least 7/12. All other gables shall have a pitch of at least 6/12:

5. Prior to beginning of construction, all lots shall remain clear and vacant. Only those materials and items needed by the trade in the construction of the residence shall be allowed to be placed on the lot.

After completion of the residence, no mobile home, tractor trailer, construction trailer, etc., or truck or service tractor (excluding a pick-up truck) shall be placed on the lot. Modern motor homes of good appearance and in use shall be allowed to be parked on driveways but shall not be lived in. There shall be no occupancy for living purposes at any time on any lot except within a completed residence.

6. The sewage system for any residence on the premises shall meet the requirements of the

sanitation laws of Cheatham County and the State of Tennessee.

7. No building shall have its front located nearer than the setback line(s) as shown on the recorded plat. No building shall be nearer to the side street line than the building setback line shown upon the recorded plat. Should the topography of the ground be such that it becomes impractical to comply with the setback lines as shown in the recorded plat as herein set out, such restrictions shall not be considered violated unless the improvement is set over the setback line more than five (5) feet. It is understood that porches, steps, terraces, etc., except enclosed porches, may extend over the building setback line and that any measurement to determine compliance shall be taken from the main walls of the house to the front or side of a lot on which the house is constructed. If building setback line variance is requested and approved by the local governmental agency having jurisdiction, such variance will not be considered a violation of this covenant.

8. No noxious, or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to or nuisance to the neighborhood. No lots shall be used for the storage or repair of automobiles, or other type of motor vehicles, tractors, equipment, or the like, except the minor repairs to the property owners automobiles and pick-up trucks may be permitted. No swine, poultry, sheep, goats, horses, or cattle may be maintained on any lot, and no vegetable gardens shall be planted and cultivated on the front of any lot. No barns, shacks, tents or storage sheds shall be allowed on any lot.

9. No fences are allowed to be any closer to the road than fifty feet (50') or the rear of the dwelling whichever distance is farther from the road. All fences must be provided and installed by a professional company and not by the homeowner. In no case shall any fence be closer than 50 feet to any street. Any privacy fencing shall be behind the home and must be professionally installed. Privacy fencing shall be wood or vinyl and shall not exceed 6 feet in height. No chain link fences are allowed on any lot. On any corner lot, no fence shall be closer to the side road than the side of the house nearest the

road or fifty feet (50'), whichever distance is farther from the side road. Any fences including privacy fences and otherwise, are subject to the Architectural Control Provisions of paragraph 16.

10. All lawn ornaments of any kind, as well as any artwork, statues, sculptures or ornaments placed or constructed on any lot, are subject to the Architectural Control Provisions hereof, and shall be removed upon written demand of the Developer and/or the Homeowners Association.

11. All mailboxes must be purchased from the developer's approved mailbox vendor and are to be of the same design in order to provide uniformity.

12. Any satellite dish must be placed on the side or rear of the dwelling and must be of the small design.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste which shall not be kept except in sanitary covered containers at the rear of the house, and the same shall be properly secured from the front view.

14. No signs of any advertising nature shall be permitted on any lot or building except in accordance with the zoning regulations of the local governmental agency having jurisdiction. Signs, however, may be erected by the developer of the subdivision during the development and sale of the entire subdivision. Real estate "For Sale" signs are permissible as long as such signs are not more than 5 square feet in size.

15. The Developer is **WILLIAM T. HALL** and wife, **JANET G. HALL**. No building, fence, wall, pool, detached garage or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Developer as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided as hereinbelow set forth:

The Developer shall maintain architectural control for ten (10) years from the date of the

recordation of these restrictions or until the sale by the Developer of, and the completion of construction of a residential dwelling on each and every Lot in the Subdivision, whichever shall later occur, at which time the Architectural Control Provisions contained in this Section 16 shall expire. Notwithstanding the foregoing, the Developer, at any time, may relinquish its right and any attendant obligations on it, to exercise architectural control as provided herein by executing and recording in the Register's Office for Cheatham County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this Section 16 shall expire.

The Developer's approval or disapproval as required in this Declaration shall be in writing. The Developer shall provide an application form to any person or entity submitting any plans.

The Developer shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required by developer, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots within the neighborhood,

In no event may the Developer be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

(The provisions of this Section 16 are sometimes referred to as the "Architectural Control Provisions".)

16. Any residence built on any one of the lots of the subdivision shall have a concrete or masonry foundation with brick to grade to the top of foundation wall. All walls above the foundation shall be constructed of or faced with stone, brick, wood, or vinyl siding.

16a. Masonite type siding, asbestos shingles, dryvitt or stucco are specifically prohibited.

17. If the parties hereto, or any of them or their heirs or assigns, shall violate any of the provisions hereof, it shall be lawful for any other person or persons owning any other lot or lots in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate such covenants of restrictions, and to prevent him or them from so doing or to recover damages or other dues for such violation.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

19. Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

20. All services, electrical, telephone, cable televisions, etc. must be placed underground from the primary service pole or vault, if any, provided by utility company to the house.

21. There shall be no outbuildings other than a detached garage on any lot. There shall be no detached garage unless there is also a residence. The detached garage must be approved under the Architectural Control Provisions and if approved under the Architectural Control Provisions shall be of the same design and construction as the principal dwelling and with the same exterior materials and colors in a similar proportion to the residence.

22. Any attorney's fees reasonably incurred by the Developer or any other entity or person enforcing these restrictions shall be paid by the party or parties violating these restrictions.

23. Any items requiring approval by Developer under the Architectural Control Provision shall expire pursuant to terms contained in item 16 above.

24. No boats, motors, trailers, campers, camper shells, household appliances, lawnmowers,

tractors, tractor trailers, truck cabs, inoperable vehicles, etc. shall be stored or parked or placed in the yards, nor shall any buses, tractors, tractor trailers, truck cabs, or trucks of at least one ton or larger be parked in front of the house. All unlicensed or unregistered vehicles must be garaged. No automobile repair work of any kind may be conducted in the front yard, or the side yard of any lot. No farm tractor, truck tractor, tractor trailer, or one-ton truck or larger truck shall be parked anywhere on any lot or on the street in the subdivision.

25. This deed of restrictions may be amended at any time by the Developer so long as the Developer owns at least one-third (1/3rd) of the lots shown on the plat of record. This deed of restrictions may also be amended at any time by an instrument executed by the owners of at least fifty-one percent (51%) of the lots shown on the plat of record.

26. There shall be no street lighting other than the lighting installed by the developer, unless approved under the Architectural Control Provision. All street lighting must be maintained by the homeowner's association as provided in Record Book 265, Page 374, of the Register's Office for Cheatham County, Tennessee. Any exterior lighting, security or otherwise, which is not attached to a residence on any lot must be approved under the Architectural Control Provisions. If the Architectural Control Provisions are no longer in effect at the time such lighting is to be constructed, then the lighting must be approved in writing by the Board of Directors of the Homeowners Association.

27. Any attorney's fees reasonably incurred by the Developer or any other entity or person enforcing these restrictions shall be paid by the party or parties violating these restrictions. Any swimming pool must be approved under the Architectural Control Provisions for so long as they are in effect. Any swimming pool, whether above-ground or in-ground must be fenced. The fencing must comply with the provisions of paragraph number 10 of this Deed of Restrictions, including but not limited to, height, professional installation, type, etc. A fenced yard would satisfy the requirement of fencing around the swimming pool.

28. Any and all lots, whether or not improved, must be neatly mowed, trimmed and kept clean and free of trash and debris. If any Lot is not kept neatly trimmed or mowed then the Developer has the option to mow the Lot and forward to the Lot Owner the bill for the Developer's expense.

Additionally, each individual lot owner shall keep the area between the sidewalk and the public right-of-way covered in grass and it shall be the responsibility of the individual lot owner to keep said area neatly mowed, trimmed and free and clear of trash and debris.

29. At the time of the construction of the residence located on any of the numbered lots in said subdivision, the owner or builder shall construct a concrete or aggregate sidewalk connecting the front porch to the driveway. All driveways shall be broom finished concrete or aggregate concrete.

30. Each individual Lot Owner shall be allowed to erect a flag pole on the Lot, however, the pole must be approved by the Developer and/or the Homeowners Association prior to erection.

31. These restrictions shall apply only to **MAPLE HILLS, SECTION 1**, and shall apply to no other property owned by the **GRANTORS**. The **GRANTORS** herein specifically reserve the right to alter, amend, change or revise these restrictions for any subsequent section of **MAPLE HILLS** or any other subdivision or development on property originally conveyed to **GRANTORS** by deed of record in Record Book 230, Page 900, in the Register's Office for Cheatham County, Tennessee, and to change the zoning for any other section or parcel.

**IN WITNESS WHEREOF**, the owners have caused this instrument to be executed on this the

9<sup>th</sup> day of October, 2007.

William T. Hall by Janet G. Hall P.O.A.  
WILLIAM T. HALL, GRANTOR  
by JANET G. HALL by P.O.A.

Janet G. Hall  
JANET G. HALL, GRANTOR



STATE OF TENNESSEE

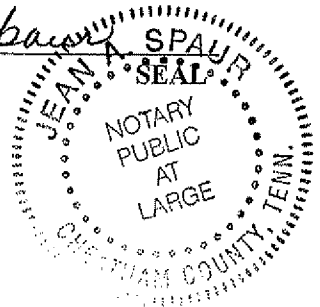
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public, in for the State and County aforesaid, **JANET G. HALL**, to me personally known (or proved to me on the basis of satisfactory evidence), to be the person who executed the foregoing instrument in behalf of **WILLIAM T. HALL**, and who further acknowledged that such person executed the same as the free act and deed of **WILLIAM T. HALL**, pursuant to a power of attorney of record in Deed Book 451, Page 457, Register's Office for Cheatham County, Tennessee.

Witness my hand, at office, this 9<sup>th</sup> day of October, 2007.

*Jean A. Spaur*  
NOTARY PUBLIC

My Commission Expires: 3-16-08



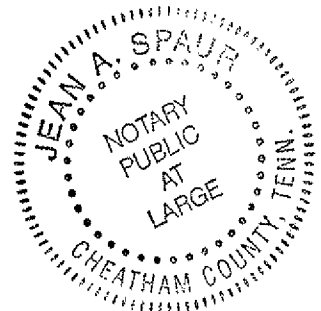
STATE OF TENNESSEE

COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **JANET G. HALL**, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 9<sup>th</sup> day of October, 2007.

*Jean A. Spaur*  
NOTARY PUBLIC SEAL

My Commission Expires: 3-16-08



**WILLIAM T. HALL, ET UX**

**TO: AMENDMENT TO DEED OF RESTRICTIONS**

**MAPLE HILLS, SECTION 1**

Dolores Moulton, Register  
Cheatham County Tennessee  
Rec #: 155618 Instrument #: 114473  
Rec'd: 15.00 Recorded  
State: 0.00 1/29/2009 at 10:15 AM  
Clerk: 0.00 in Record Book  
EDP: 2.00 309  
Total: 17.00 Pgs 614-616

**THIS AMENDMENT TO DEED OF RESTRICTIONS**, executed as of the day and date set out below by **WILLIAM T. HALL** and wife, **JANET G. HALL**, hereinafter referred to as "**DEVELOPER**";

**WITNESSETH:**

**WHEREAS DEVELOPER**, by instrument dated October 9<sup>th</sup>, 2007, and recorded October 9<sup>th</sup>, 2007, at 11:54 a.m. in Record Book 265, Page 388, in the Register's Office for Cheatham County, Tennessee, placed certain restrictions on **MAPLE HILLS, SECTION 1**, as shown by plat of record in Plat Book 13, Page 285, in the Register's Office for Cheatham County, Tennessee; and,

**WHEREAS**, paragraph 25 of said Restrictions provided that "This Deed of Restrictions may be amended at any time by the Developer so long as the Developer owns at least one-third of the lots shown on the plat of record." The plat of record of **MAPLE HILLS, SECTION 1**, contains 61 lots. As of the date below, the **DEVELOPER** has sold 22 lots and still owns 39 lots, being at least one-third of the lots shown on the plat of record.

**NOW THEREFORE**, in consideration of the premises and the mutual benefits passing to and from the undersigned, and those who may purchase such realty, as aforesaid, the **DEVELOPER** does amend the Restrictions for **MAPLE HILLS, SECTION 1**, by adding a paragraph as follows:

All propane shall be placed underground.

**IN WITNESS WHEREOF**, the **DEVELOPER** has caused this instrument to be executed on this

William T. Hall by Janet G. Hall POA  
WILLIAM T. HALL, DEVELOPER  
by JANET G. HALL by P.O.A.

Janet G. Hall  
JANET G. HALL, DEVELOPER

**STATE OF TENNESSEE**

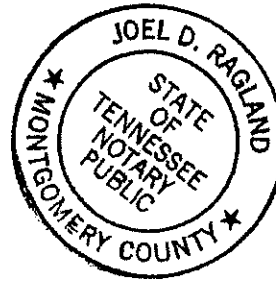
**COUNTY OF MONTGOMERY**

Personally appeared before me, the undersigned Notary Public, in for the State and County aforesaid, **JANET G. HALL**, to me personally known (or proved to me on the basis of satisfactory evidence), to be the person who executed the foregoing instrument in behalf of **WILLIAM T. HALL**, and who further acknowledged that such person executed the same as the free act and deed of **WILLIAM T. HALL**, pursuant to a power of attorney of record in Deed Book 451, Page 457, Register's Office for Cheatham County, Tennessee.

Witness my hand, at office, this 26 day of November 2008.

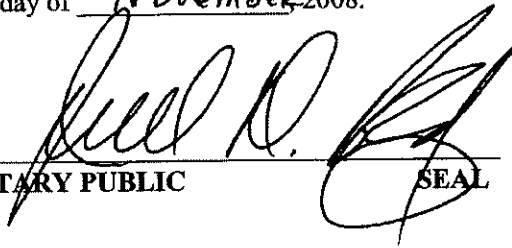
Joel D. Ragland  
NOTARY PUBLIC SEAL

My Commission Expires: 7/20/2010.



Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, JANET G. HALL, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 26 day of November 2008.

My Commission Expires: 7/20/2010.

  
NOTARY PUBLIC SEAL

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