

THIS INSTRUMENT PREPARED BY:
Georgia Butler
5068 Murfreesboro Rd.
Lavergne, TN 37086

MAIL TO: GEORGIA BUTLER
5068 MURFREESBORO RD
LAVERGNE TN 37086

048064

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The following listed covenants, conditions and restrictions are hereby declared as covenants running with the land and binding upon that portion of the properties of **Deluxe Homes, LLC** (hereinafter the "developer") designated as **Section Six, Cayla Village**, a plat of which is of record in **Book 22, Page 47, Register's Office of Rutherford County, Tennessee**; and all subsequent owners thereof in any capacity whatsoever, until the **19th day of November 2009** with the understanding and agreement that any of the said restrictions may be changed or altered upon the written consent of two-thirds of the property to which the restrictions are applicable, which said instruments of extension or instruments of change and consent shall be duly acknowledged and recorded in the **Register's Office of Rutherford County, Tennessee**, in order to become effective.

WHEREAS, the above Owner has subdivided said property into lots according to said plat, designating said subdivision as **Cayla Village**, to which plat reference is expressly made, and WHEREAS, it is the intention of the "Developer" of said property to place certain restrictions on the numbered lots shown on said plat. Therefore, for and in consideration of the sum of **ONE (\$1.00) DOLLAR**, cash in hand paid, receipt of which is hereby acknowledged, and for the purpose of carrying out the above program, and for all lots and all sections of said subdivision, **Deluxe Homes, LLC**, place the following reservations, restrictions, conditions and limitations on the numbered lots to wit:

1. Except as otherwise provided in this declaration, each Building Site shall be used only as a single family residence and shall be constructed and maintained in accordance with this use.
2. The owner(s) of each Building Site shall be responsible for the maintenance of and shall maintain the exterior of their dwelling units in a clean, sanitary and attractive condition. The owner of each Building Site shall keep his dwelling free from rubbish, litter and

noxious weeds: maintain cultivate and keep in good condition or repair all shrubs, trees, grasses or other plants, shrubs, trees or landscaping of same or similar type.

3. No sign or billboard of any kind shall be displayed to the public view on any Building Site except for:

- (a) directional signs established by the Developer and/or Builder and Promotional signs advertising homes and/or financing programs, established by the Developer and/or Builder. Promotional size and location of signs to be determined by the Developer and/or Builder.
- (b) "for sale signs" not exceeding two (2) feet in height and three (3) feet in length for each building site may be placed thereon by the owner of the particular Building Site for the purpose of advertising the Building Site for sale and contain only the name, address and phone number of the real estate agency or Owner to contact for information concerning the property;
- (c) signs advertising garage sales may be posted only on the Building Site of the Owner conducting the garage sale provided the signs are erected no more than three (3) days prior to the date of the garage sale and are immediately removed when the garage sale is completed. Developers and/or Builder and their successors or assigns retain the right to advertise the properties for sale or lease as long as the declarant owns a Building Site.
- (d) The Developers and/or Builder shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.
- (e) No communication, writing, drawings, sign, painting, or displays of any kind except as described in paragraph 3 (b) and 3 (c), shall be painted, published, posted, or communicated by any person or entity on any improvements thereon or lot in said subdivision. Recognizing that monetary damages are difficult to prove, as a result of such violation the violating party will pay to the prevailing party \$100.00 per day as liquidated damages for each day the sign remains on any lot or improvements. Any party violating the above restrictions shall pay all

costs, including attorney fees and court costs in enforcing the above restrictions.

4. No incinerators for garbage, trash or other refuse shall be permitted to be erected or placed on any Building Site. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on any Building Site, whether temporary or permanent, shall be concealed from public view, unless otherwise directed by governmental authorities. Plans for all screening walls, and enclosures must be approved by the Developers and/or Builder as long as Developers and/or Builder own a lot in the development.
5. No noxious or offensive activity shall be carried on upon any Building Site or any part of the Properties nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective site or which shall in any way increase the rate of insurance.
6. No animals, reptiles, rodents or livestock of any kind may be used for breeding for sale to the public. No more than two outside pets per household may be kept on any Lot.
7. No towers, antennas or satellite dishes shall be erected and maintained or permitted to be erected and maintained on any Building Site except by installation inside of structures constructed on said Building Site or by underground conduits, unless approved by Developers and/or Builder as long as Developers and/or Builder own a lot. All other types of appliances or installation of solar panels upon the roofs or sides of any dwelling situated upon a Building Site shall not be permitted unless prior approval is obtained from the Developers and/or Builder as long as Developers and/or Builder own a lot.
8. All rubbish, trash and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Disabled vehicles and machinery and equipment shall be prohibited upon any Building Site.
9. The restrictions set forth in this Article shall not apply to declarant, its agents or employees during the course of Construction or sale of improvements on the properties to the extent that they would interfere with such Construction or sale.
10. The minimum livable area of any single dwelling, exclusive of open porches, terraces,

garages, basements, carports, etc., built upon any Lot shall not be less than 650 on the main floor for a story and a half or a two story house and not less than 1000 square feet for a one story house.

- 11. No fence or fences of any kind shall be erected closer to any street than the applicable minimum building setback lines applicable to residences OR the rear line of the main building, whichever is more distant from such street or streets.
- 12. No trailers, basement, tent, shack, garage barn, or other outbuildings shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no house trailer or such vehicle shall be stored on the premises or be permitted. Further, only one vacation type trailer or camper may be stored on any lot, but can not be used as a residence, temporarily or permanently.
- 13. Deluxe Homes, LLC reserves the right to amend these restrictions until such time as 90% of the lots have been sold to individual, owner occupied homeowners.

IN WITNESS WHEREOF, the undersigned, being the Developers herein, have hereunto set their hand and seal this the 19th day of November 1999.

Owner:

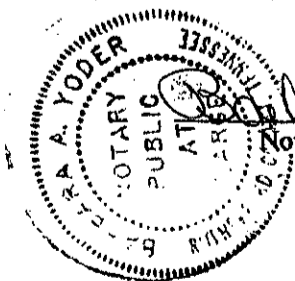
Scott Butler
Deluxe Homes, LLC
By: Scott Butler

RUTHERFORD COUNTY, TENNESSEE
Received for recording the 22 day
of NOV, 1999 at 8:15 AM
Notebook 54 page 687
REC. FEE \$ 16.00 RECH#190708-001
STATE TAX \$ _____ JOAN HENLEY
REG. FEE \$ _____ Deputy Register
COMP. FEE \$ 2.00
RECORDED IN BOOK 665 Page 399
JENNIFER M. GERHART, REGISTER

STATE OF TENNESSEE }
COUNTY OF Rutherford }

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State aforesaid, the within named SCOTT BUTLER, the bargainor with whom I am personally acquainted and who upon his several oaths acknowledges himself to be the Manager of Deluxe Homes, LLC, and that he as such Manager, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the LLC by the said Scott Butler, and attesting the same by the said Scott Butler as such Manager.

Witness my hand and official seal this 19th day of November, 1999.



Theresa A. Yoder
Notary Public

7-13-2002
My commission expires