

RESTRICTIVE COVENANTS APPLYING TO THE SUBDIVISION NAMED
THOMPSON WOODS, SECTION IV

WHEREAS, the undersigned individuals are collectively all of the owners of thirty (30) subdivision lots located in the Town of Smyrna and in the 6th Civil District of Rutherford County, Tennessee, which thirty (30) lots are known and designated as THOMPSON WOODS Subdivision, Section IV, according to a plat and survey of said Subdivision made by Huddleston-Steele Engineering, Inc., and recorded in Plat Book 22, page 25, of the Register's Office for Rutherford County, Tennessee, and to which plat and survey reference is hereby made, the same being incorporated herein by reference for more complete details as to location and description of the thirty (30) lots shown on said plat; and

WHEREAS, the owners of said lots, the lots owned by them, and their source of title to said lots are as follows:

A. F. JOHNS, JR., and wife, JEWELL S. JOHNS: Lots Number 97, 99, 101, 102, 103, 104, 105, 106, 107, 108, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 122, 123, 124 and 125, said lots being a portion of the same property conveyed to A. F. Johns, Jr., and wife, Jewell S. Johns, by deed of record in Deed Book 456, page 486, of the Register's Office for Rutherford County, Tennessee.

DENNIS C. SPRING and wife, DONNA L. SPRING: Lot Number 96, said lot being the same property conveyed to Dennis C. Spring and wife, Donna L. Spring, by deed of record in Record Book 40, page 870, of the Register's Office for Rutherford County, Tennessee.

EARL C. GREWELL: Lot Number 98, said lot being the same property conveyed to Earl C. Grewell, married, by deed of record in Record Book 54, page 1442, of the Register's Office for Rutherford County, Tennessee.

THOMAS R. PATE: Lot Number 100, said lot being the same property conveyed to Thomas R. Pate, married, by deed of record in Record Book 28, page 2309, of the Register's Office for Rutherford County, Tennessee.

LEON J. RITTER: Lot Number 109, said lot being the same property conveyed to Leon J. Ritter, married, by deed of record in Record Book 30, page 2278, of the Register's Office for Rutherford County, Tennessee.

WILLIAM C. GRAHAM and wife, SHANA L. GRAHAM: Lot Number 121, said lot being the same property conveyed to William C. Graham and wife, Shana L. Graham, by deed of record in Record Book 57, page 2988, of the Register's Office for Rutherford County, Tennessee.

WHEREAS, the undersigned wish to place certain restrictive covenants on said thirty (30) lots for the protection of the undersigned and subsequent purchasers and owners of any of the lots in THOMPSON WOODS Subdivision, Section IV:

NOW, THEREFORE, in consideration of the aforesaid Premises and in consideration of the mutual covenants, conditions and restric-

WILLIAM C. GRAHAM and wife, SHANA L. GRAHAM, being collectively all of the owners of all thirty (30) lots in said Subdivision Section, make the following declaration and do hereby agree to bind themselves, their heirs, successors and assigns, so that the following Restrictive Covenants shall be binding on all owners, their heirs, successors and assigns, of any of the lots located in the subdivision known as THOMPSON WOODS Subdivision, Section IV, recorded in Plat Book 22, page 25, of the Register's Office for Rutherford County, Tennessee, said Restrictive Covenants being as follows, to-wit:

1. All lots in this Subdivision Section shall be used for residential purposes only. No lot may be used for any purpose except for the construction and maintenance of a residential building (hereinafter referred to as either "residence" or "dwelling"), and no such residential structure on any such lot shall be designed, constructed or used for more than one family. No more than one dwelling shall be allowed on any lot.

2. The minimum square footage of finished living area in a one (1) story dwelling shall be 1350 square feet. The minimum square footage of finished living area in a split level or one and one-half (1 1/2) story dwelling shall be 1,000 square feet on the primary or first floor, and 500 feet on the second floor. The minimum square footage of finished living area in a two (2) story dwelling shall be 1,600 square feet, with the primary or first floor having a minimum square footage of 800 square feet and the second story having minimum square footage of 800 square feet. All measurements for purposes of complying with this restriction shall be made from the exterior of the finished walls of each dwelling structure. This restriction is in reference to the floor area of finished living area in each dwelling. The square footage area of garages, porches, terraces and similar areas that are not finished for living area shall not be considered in determining the minimum square footage of finished living area in any dwelling in this Subdivision Section.

3. The exterior finish of each residence, attached garage and attached carport constructed and maintained on any lot in this Subdivision Section shall consist of at least eighty-five (85%) percent dressed brick or quarried stone, or a combination of both, to be in either coursed range, broken range or random range. At no time shall the exterior finish of any residence, attached garage and attached carport on any lot in this Subdivision Section consist of more than fifteen (15%) percent of decorative panels such as masonite, vinyl siding, exterior plywood siding or planked siding. All residences, attached garages and attached carports shall be bricked to grade. At no time shall the following materials or effects be allowed on the exterior of any building, residence or structure on any lot in this Subdivision Section: unpainted aluminum windows; unpainted storm or screen doors; fiberglass or metal awnings; and speckled or glazed brick effects. In addition to the foregoing, all exterior surfaces of any chimney shall be wholly constructed of brick or stone to grade if the chimney is on the exterior of the dwelling. Chimneys constructed within the interior of the dwelling shall not be required to have a brick or stone flue extending above the roof of the dwelling.

4. All dwellings or other buildings (except dog houses and pet shelters) constructed on any lot shall have full masonry foundation. There shall be no exposed concrete block on any structure or building in said Subdivision Section. All concrete block construction shall be covered to grade.

attached to the family dwelling on each lot. All family dwellings in this Subdivision Section shall each have an attached garage with a minimum of 450 square feet of floor area (as measured from the exterior of finished walls of the garage). In addition, each such attached garage shall be arranged to accommodate at least two cars.

6. A. Architectural Control Committee. There is hereby appointed an Architectural Control Committee to be composed of two (2) people. The Committee shall be composed of A. F. Johns, Jr. and Jewell S. Johns. In the event of the death or resignation of either member of the Committee, the remaining member shall have full authority to designate and appoint a successor to fill the vacated position on the Committee, and the successor Committee member so appointed shall have the same powers and authority of a Committee member as if initially appointed herein. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee shall be and remain in existence until such time as all lots in this Subdivision have been fully developed with finished single family dwellings on each of the lots approved by the Smyrna Planning Commission. The jurisdiction and authority of the Architectural Control Committee shall terminate at such time as all lots in this Subdivision have finished single family dwellings located on them.

6. B. Powers of the Architectural Control Committee. No dwelling, residence or building shall be erected, placed, or altered on any lot in this Subdivision Section until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Architectural Control Committee 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. The Committee's approval or disapproval of construction plans and specifications, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove the same within thirty (30) days after plans and specifications have been submitted to it, or if disapproved, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. During its existence, the Architectural Control Committee shall have the right to approve or disapprove placement of television disc antennas on any lot pursuant to the provisions of Paragraph 16. of these Restrictive Covenants.

6. C. Enforcement. Decisions of the Architectural Control Committee may be enforced by the Committee by prosecution of any violations at law or in equity against the person or persons violating any of such requirements of the Committee to prevent them from so doing. It shall not, however, be incumbent on the Committee to prosecute such violations. In addition to the Committee, it shall be lawful for any person owning real property situated in this Subdivision Section to prosecute any proceedings at law or in equity against the person or persons violating any decision of the Architectural Control Committee, and either prevent them from so doing or recover damages for such violation, or both. The Architectural Control Committee may also, at its option, enforce all other Restrictive Covenants applying to THOMPSON WOODS Subdivision, Section IV, and listed herein.

7. No building shall be constructed or maintained on any lot closer to the street than the minimum building setback lines as shown on the recorded plat. Provided, however, uncovered porches,

8. No chain link fencing or woven wire fencing shall at any time be allowed or used on any lot in this Subdivision Section. On all lots, except corner lots, no fence shall be permitted between the front minimum building setback line, as shown on said plat, and the street. On all corner lots, no fence shall be permitted between either minimum building setback line, as shown on said plat, and either street. However, the use of hedges, shrubbery or evergreens as a fence (or in lieu of a fence) extending to the front or sides of any lot is permitted, provided such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. No landscaping shall be allowed within the area between the minimum building setback line of any lot and the street right-of-way which would restrict the visibility along the street or otherwise be hazardous to motorists, pedestrians and children.

9. No dwelling shall be constructed on any lot closer than ten (10) feet to either side lot line.

10. All driveway entrances from the street to each lot shall be permanent in nature with a hard surface of asphalt or concrete and shall conform to the following standards: The entrances from the street to each lot shall be fifteen (15) feet in width with concrete or asphalt apron running back three (3) feet from the entrance at the street and tapering back to ten (10) feet in width. A temporary gravel drive shall be constructed from the street to the side of the proposed dwelling before or at the time construction of said dwelling is commenced.

11. No lot shall be re-subdivided, but shall remain as shown on the recorded plat and not more than one residential building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots. However, this provision shall not prohibit building one such residential structure on more than one lot, subject to the approval of the Town of Smyrna Planning Commission (or appropriate planning authority).

12. No structure of a temporary character, trailer, mobile home, manufactured home, manufactured housing, motor home, camper, basement, tent, shack, shed, garage, barn, free standing storage building or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, in this Subdivision Section. Furthermore, no structure of a temporary character, trailer, mobile home, manufactured home, manufactured housing, motor home, camper, tent, shack, shed, barn, free standing storage building or other outbuilding shall be maintained or stored on any lot in this Subdivision Section. Dog houses and pet shelters of a permanent nature and actually used as pet shelters shall be allowed on developed (or improved) lots, provided that any such dog house or pet shelter shall have a base area no larger than four (4) feet by five (5) feet and a height limit of no more than five (5) feet. All dog houses and pet shelters shall be installed and maintained only on the rear quarter of any lot. The terms and provisions of this, Paragraph 12 of these Restrictive Covenants, shall not apply to the use of a trailer, mobile home or field office by the developer, builders or sales representatives during the construction and development of this Subdivision Section.

13. No dwelling structure shall be erected or maintained on any lot unless the same be connected with and served by the public water lines of the Town of Smyrna, or its successor in interest. All residences shall be connected to and served by the sanitary sewer lines of the Town of Smyrna.

no structure of any kind shall be erected or maintained upon or over said easement.

15. All owners of lots in this Subdivision Section shall consult with the Town of Smyrna before installation of any driveway, culvert or other structure within the dedicated roadway, and such placement or construction shall be done in accordance with the rules and regulations of the Smyrna Planning Commission.

16. Placement of television disc antennas on any lot shall only be upon approval of the Architectural Control Committee hereinabove referred to for as long as said Architectural Control Committee shall remain in existence. All such disc antennas shall be screened so as not to be visible from any street in said Subdivision Section and shall be further screened from the view of adjoining lot owners. Outside television and radio antennas of all kinds on any lot in this Subdivision Section shall be no higher than 10.0 feet above the peak of the roof of the residence situated on said lot.

17. Private swimming pools that are below ground level and private vegetable gardens are permitted uses on all developed lots in said Subdivision Section, but shall not be allowed or permitted closer to the street or streets bordering said lot than the front or side walls of the residential structure located thereon. At no time shall above-ground swimming pools be allowed, installed or maintained on any of lot of this Subdivision Section. All private swimming pools that are below ground level and vegetable gardens shall be fenced and screened or hidden from view by planting. In the case of private, permitted swimming pools, the same shall be fenced and completely enclosed by brick or wood fencing and maintained in a safe manner to avoid the creation of a hazard or nuisance to the public. No chain link fencing or woven wire fencing shall at any time be allowed or used on any lot in this Subdivision Section.

18. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the developer or builder to advertise the property during the construction and sales period.

19. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood. No poultry of any kind or description shall be raised, allowed or maintained on any lot at any time. With the exception of household pets, no animals or livestock of any kind shall be raised, allowed or maintained on any lot in this Subdivision Section. Dogs, cats or other household pets may be kept, provided that they are not kept for commercial purposes and upon the condition that they shall be confined by leash, fence or pen to the lot of their owner. No chain link fencing or woven wire fencing shall at any time be allowed or used on any lot in this Subdivision Section. No commercial business, profession or trade shall be conducted or carried on upon any lot in this Subdivision Section.

20. No unlicensed vehicles, junk cars, construction equipment (other than pickup trucks), appliances or general rubbish shall be permitted outside on any lot.

21. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall only be allowed on any lot in sanitary containers, and shall be removed from the


reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, and charging the expense thereof to the owner of said lot, which expense shall become a lien upon the lot.

23. If any of the provisions of this instrument ("Restrictive Covenants Applying to the Subdivision Named THOMPSON WOODS, Section IV") are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions of this instrument shall continue in full force and effect and shall not be otherwise affected thereby. Invalidation of any one of these Restrictive Covenants by judgment or court order shall in no way affect any of the other Restrictive Covenants contained herein. In such event, the Restrictive Covenants contained herein that are not so invalidated shall remain in full force and effect.

24. If the owners of any lot in this Subdivision Section, or their heirs, successors or assigns, shall violate any of the Restrictive Covenants hereinabove set out, it shall be lawful for any other person owning real property situated in this Subdivision Section to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such restrictive covenants, and either prevent him, her or them from so doing or recover damages for such violation, or both.

25. The Restrictive Covenants set forth herein for THOMPSON WOODS Subdivision, Section IV, are to and shall run with the land and shall be binding on all parties hereto, their heirs, representatives, successors and assigns, their successors in title or interest, and all persons claiming ownership of any of said lots in said Subdivision Section by and through the undersigned for a period of thirty (30) years from the date of this instrument, after which time said Restrictive 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 in THOMPSON WOODS Subdivision, Section IV, has been recorded, agreeing to change these Restrictive Covenants in whole or in part.

WITNESS OUR HANDS, this the 9th day of May, 2001.


A. F. JOHNS, JR.


JEWELL S. JOHNS


DENNIS C. SPRING


DONNA L. SPRING


WILLIAM C. GRAHAM


SHANA L. GRAHAM

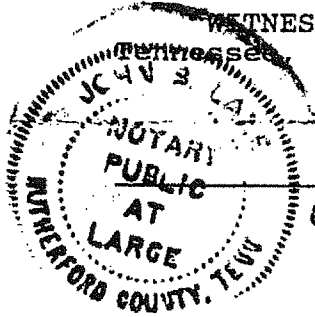

EARL C. GREWELL


THOMAS R. PATE


LEON J. RITTER

and DENNIS C. SPRING and wife, DONNA L. SPRING, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing (RESTRICTIVE COVENANTS) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in Smyrna, Tennessee, this the 9th day of May, 2001.



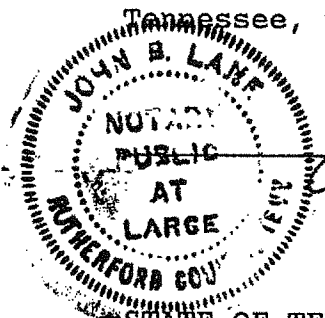
John B. Lane
Notary Public

May 10, 2002
My Commission Expires

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, John B. Lane, a Notary Public in and for said County and State, A. F. JOHNS, JR., and wife, JEWELL S. JOHNS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing (RESTRICTIVE COVENANTS) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in Smyrna, Tennessee, this the 10th day of May, 2001.



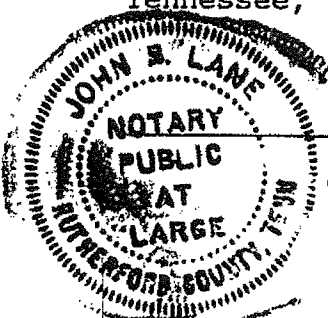
John B. Lane
Notary Public

May 10, 2002
My Commission Expires

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, John B. Lane, a Notary Public in and for said County and State, EARL C. GREWELL and WILLIAM C. GRAHAM and wife, SHANA L. GRAHAM, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing (RESTRICTIVE COVENANTS) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in Smyrna, Tennessee, this the 15th day of May, 2001.



John B. Lane
Notary Public

May 10, 2002
My Commission Expires

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 258575 Instrument 1061999
Rec'd: 28.00 N8k: 60 Pg 257
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 5/23/2001 at 9:00 am
Total: 30.00 in Record Book
69 Pages 614-620