

This Instrument Prepared By:
Charles Patterson, Attorney
107 W. Main Street
Jackson, TN 38301

PROTECTIVE COVENANTS
NORTHMEADE WOODS SUBDIVISION
SECTION XVII

PART A. GENERAL

A-1 The purpose of these covenants is to insure the best use and the most appropriate development and improvement of each building site; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites thereon.

A-2 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 years from the date these covenants are adopted after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

PART B. AREA OF APPLICATION

B-1 These residential area covenants shall apply to the property described in exhibit "A" to these protective covenants ONLY. Future sections of this subdivision shall not necessarily be subject to these same covenants, at the option of the Developer.

PART C. RESIDENTIAL AREA COVENANTS

C-1 No lot shall be used except for residential purposes. No building shall be erected, altered or placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three cars.

C-2 No building 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's Agent as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot without first receiving approval of the Developer's Agent.

C-3 The ground floor area of any dwelling, exclusive of one story open porches and carports and garages, shall not be less than 1400 square feet of "Living and Heated Area" for a one story building and not less than 1000 square feet of "Living and Heated Area" for a dwelling of more than one story. Living and Heated Area shall not include utility rooms, garages, storage areas, etc. Basements do not constitute a story.

C-4 No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. Also, no building located nearer than 12 feet to a side property line. Furthermore, no building shall be located nearer than 30 feet to the rear property line except for detached garages, dog houses, and lawn maintenance buildings. If a lot is less than 125 feet from front to back, the rear setback shall be 25 feet.

C-5 The total lot coverage for a dwelling and accessory buildings thereto shall not exceed 25% of the lot area.

C-6 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-7 No trash containers will be permitted to be placed on the front or sides of any dwellings unless they are screened by fencing or shrubbery.

C-8 No lawn maintenance buildings or sheds shall be permitted on any lot unless they are landscaped with appropriate shrubs on three sides.

C-9 No noxious or offensive activity shall be carried on, upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

C-10 No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-11 No permanent sign of any kind shall be displayed to the public view on any lot except one, professional sign of not more than one square foot.

C-12 All lots shall be planted with at least two shade trees. These trees shall be placed within the front setback and be at least ten feet tall when planted.

C-13 Satellite receiver stations shall be located in the rear area behind each house; unless another location is approved in writing, in advance, by the Developer.

C-14 No animals or poultry of any kind other than house pets shall be kept or maintained on any lot.

C-15 No fence over six feet high will be permitted on any lot. No fence will be permitted to extend past the front building face or front setback line in the front yard of any lot, except along Ashport Road.

C-16 No driveway cuts will be permitted on to Ashport Road.

C-17 No camping trailer, pop-up camping trailer, pick-up truck camping cabin, motor boat, house boat, or other water borne vehicle may be maintained, stored, or kept on any parcel of property unless it is maintained or kept in back of the front setback line.

C-18 No older house or other structure shall be moved on to any lot without first getting the approval of the Developer's Agent. No mobile homes or previously used structures of any type shall be placed on any lot, and the exterior of all dwellings shall be constructed of new material except that use of old brick and iron work and other ornamental objects may be permitted by the Developer.

C-19 No roof shall be constructed with a pitch of less than 5 feet on a run of 12 feet without the consent of the Developer, which must be obtained in writing.

C-20 No dwelling shall be erected on any lot unless of a permanent type and in no event shall outside walls be covered with imitation brick or prefabricated brick panels, and no house with open foundation or other unsightly method of construction shall be placed on any such lot.

C-21 No lot shall be subdivided to less than 20,000 square feet and such subdivision shall be done only with the written prior approval of the Developer.

C-22 The Developer reserves unto itself the right to impose additional specific restrictions upon any lot in this subdivision at the time of sale by said Developer of any such lots. Such additional restrictions may be made by appropriate provisions in the deed, without otherwise modifying the covenants and provisions contained herein. Such additional restrictions as are so made shall apply to the lot or lots on which they are specifically imposed.

C-23 Any garage or carport for more than two cars or twenty-five feet in width must be fully enclosed with garage doors.

C-24 All driveways shall be paved with concrete or hot mix asphalt. The use of gravel is specifically prohibited.

C-25 All mailbox posts and boxes shall be constructed in accordance with U. S. Postal regulations and no box shall be supported by any structure other than brick, wood or metal post, such post being designed for the sole purpose of supporting the mailbox. No post or support shall be used, which had any former use such as a plow, wheel hubs, log chains, etc.

C-26 The Developer reserves the right to store equipment, materials, and other items on unsold lots necessary for the construction, development and maintenance of the Developer's property in the subdivision.

PART D. DEVELOPER'S AGENT

D-1 The Developer's Agent is Mac Thomson, Thomson & Thomson, Inc., 1631 Ashport Road, Jackson, TN 38305.

D-2 The Developer's Agent's approval or disapproval as required in these covenants shall be in writing. In the event the Developer's Agent fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, 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.

D-3 Upon the sale of all lots in this section or after ten (10) years from date, whichever occurs first, all obligations and responsibilities of the Developer and his Agent regarding these protective covenants shall end and terminate, and all rights and liabilities regarding these protective covenants shall inure to the individual lot owners.

PART E. ENFORCEMENT DAMAGES FOR VIOLATION

E-1 In the event any lot owner constructs any improvement without first obtaining the written approval of the Developer's Agent as outlined in C-2 and Part D above or if any material violation of any other restrictive covenant occurs the lot owner shall pay to the Developer the sum of \$1,000.00 as liquidated damages, along with attorney's fees and costs of collection, for the violation. This provision shall not preclude Developer or any other lot owner from any other available remedy at law or equity for a violation of these covenants, but shall be cumulative to Developer's other remedies at law or equity.

PART F. SEVERABILITY

F-1 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.

PART G. ATTEST

OWNERS CERTIFICATION:

We hereby certify that we are the Developer of the property described herein and hereby adopt these covenants and impress them upon each and every lot described in Exhibit "A" ONLY.

THOMSON & THOMSON, INC.

By: Wade Thomson V.P.

STATE OF TENNESSEE
COUNTY OF MADISON

Before me the undersigned, a Notary Public, in and for the state and county aforesaid, duly commissioned, sworn and acting, personally appeared Wade Thomson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be ^{vice president} Chairman of THOMSON & THOMSON, INC., the within named bargainer, a corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as an Officer.

WITNESS MY HAND and official seal, at office, in said state and county on this the 23rd day of May, 1994

My Commission Expires: 5-19-97

Gene A. Jolley
Notary Public

EXHIBIT "A"

These restrictive covenants shall apply to Section XVII,
Northmeade Woods Subdivision, Lots 349 - 383
recorded in Plat Book 6 at page 91, in the Register's
Office of Madison County, Tennessee.

(State of Tennessee) I, Curtis White, Register of said County, do hereby certify
(County of Madison) that the foregoing instrument, with Notary Public certificate
and seal, was filed in my office for recording on the 23 day of May 1994,
at 12:46 P.M. and noted in Note Book 58, Page 135, and was duly recorded
in the Book of Grant, No. 967, Page 380. State taxes , Recording
20.00, Register's fee , Total , Receipt No. 73128
J. Matlock D.R.

BOOK 967 PAGE 384