

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

KEITH E. & SHANNON L. MCGEE PROPERTY

This Declaration of Protective Covenants and Restrictions is made and published by Keith and Shannon McGee (hereinafter referred to as "Developer");

WHEREAS, Developer is the owner of certain real property in Sumner County, Tennessee, known as Keith E. & Shannon L. McGee Property (hereinafter referred to as "McGee Property"), which is shown on the Survey of record in <sup>PLAT</sup> PLAT Book 25, Page 351 in the Register's Office for Sumner County, Tennessee (the "Survey");

WHEREAS, the Developer desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of McGee Property;

WHEREAS, the Developer now desires to supersede any restrictions that may presently exist with respect to the property described herein and to establish protective covenants and restrictions applicable to such property in accordance with the terms of this Declaration;

NOW, THEREFORE, the Developer declares all tracts shown on the Survey of McGee Property to be subject to the following protective covenants and restrictions:

1. No Re-subdivision of Tracts. No Tract shall be re-subdivided.
2. Single-Family Residential Construction. No building or other structure shall be erected, altered or permitted to remain on any tract other than one (1) single-family residential dwelling, of at least Two Thousand Eight Hundred (2800) square feet with at least two (2) bathrooms, not to exceed three (3)

Pamela L. Whitaker, Register  
Sumner County Tennessee  
Rec #: 698254 Instrument #: 881335  
Rec'd: 35.00  
State: 0.00  
Clerk: 0.00 Recorded  
MDP: 2.00 5/9/2008 at 4:04 PM  
Total: 37.00 in  
Record Book 2961 Pgs 209-215

stories in height, and which shall have a private garage for not less than two (2) cars. No exposed block foundation shall be allowed on any dwelling or any other structure. All dwellings must be atleast Seventy-Five (75) per cent brick and bricked to grade. The garage shall not exceed the main dwelling in height and shall be similar or comparable with the exterior of the dwelling. All garages shall be located behind the dwelling. The entrance to the garage shall be from the side or the rear of the garage. No garage entrance shall face the front of the tract.

3. Minimum Building Setbacks. All buildings and structures shall be located a minimum distance of Seventy-Five (75) feet from the front line of each tract. The minimum building setback line for the side and rear lines shall be Fifty (50) feet for each tract.
4. Driveways. Driveways must be constructed of concrete, asphalt, or aggregate.
5. Utilities. All utilities, including, but not limited to, gas, water, electric, and septic, which are installed to serve the tract hereby conveyed or are connected with any improvement thereon, shall be installed underground in conformity with the specifications of or approval by the utility companies involved. No utilities shall be permitted on or above the ground.
6. Maintenance of Natural Appearance. In order to maintain the natural aesthetics of the tract, each property owner shall be allowed to clear a building site for each building which allows a buffer of Fifty (50) feet for the structures located on each building site.

7. Walls & Fences. No wall or fence shall be erected or maintained nearer than two (2) feet to any boundary line and shall be no more than Eight (8) feet in height.
8. Use of Temporary Structures. No structure of a temporary character, mobile home, camper, trailer, tent, shack, garage, barn or other outbuilding shall be erected, moved onto any tract and/or used at any time as a residence, nor shall any residence of a temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping.
9. Mailboxes. All mail boxes must be constructed of brick, stone or wrought iron.
10. Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any tract or any improvement thereon without the prior written consent of the Developer; provided that this requirement shall not preclude the installation by Developer of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by owner of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the Developer. The Developer shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said

tract, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

11. Nuisances and Unsightly Materials. No dwelling or other structure on any tract shall be used for any business or commercial purpose. Each owner or occupant shall refrain from any act or use of his tract that could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any tract. No tract shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any tract which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the owners or occupants of surrounding tracts or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up and trash removal service units.
12. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any tract, except household pets such as dogs and cats, up to Three (3) each, which may be kept thereon as pets for the sole pleasure of the owner or occupant, but not for any commercial use or purpose. All such pets shall be properly fenced and leashed and shall be kept in accordance with applicable leash laws.
13. Vehicles. No vehicles (defined as including cars, trucks, vans, recreational vehicles, trailers, boats, motorcycles, and other similar devices for transporting people or property) which are inoperable, or unlicensed, shall be

habitually or repeatedly parked or kept on any tract for more than thirty (30) days. No boats, motor homes, recreational vehicles, trailers, or motorcycles shall be parked on the property so as to be visible from the road. No vehicle repair work shall be done on the property unless done in an enclosed building.

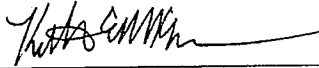
14. Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all tracts.
15. Clotheslines. No clotheslines shall be visible from the road.
16. Storage Tanks and Refuse Disposal. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the appropriate public works department. Incinerators for garbage, trash, or other refuse shall not be used or erected or placed on any tract.
17. Broadcasting Equipment. There shall be no high power broadcasting equipment located on any tract. This shall include, but not be limited to, broadcasting equipment and antennas for HAM Radios, CB Radios, etc.
18. Invalidation of any one of these protective covenants or restrictions by judgment or court order shall on no way affect any of the other provisions, which shall remain in full force and effect.
19. The covenants, terms and conditions, restrictions and limitations herein contained are to run with the land and shall be binding upon all parties and persons claiming under them and shall inure to the benefit of, and shall be binding upon them, and each of their heirs, executors, administrators and

assigns. No tract shall be conveyed, devised, leased or demised at any time hereafter, except as being subject to the covenants and restrictions herein contained. Whether or not it be so expressed in the deeds or other instruments of conveyance of property, all tracts shall be absolutely subject to the covenants and restrictions herein contained which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in each and every contract and conveyance.

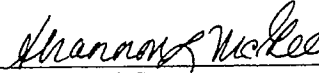
20. If the parties hereto, or any of them, or any of their heirs, executors, successors, administrators or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any real property situated in said Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate these covenants or restrictions to prevent such person or persons from so doing. The person prosecuting any party violating or attempting to violate these restrictions shall be entitled to recover damages for such violations or attempted violations, the reasonable costs of investigation of any violation or attempted violation, any court costs or other expenses incurred by the prosecuting party required to enforce these covenants or restrictions, and specifically said party if they are successful in establishing a violation or attempted violation of these covenants or restrictions shall be entitled to recover damages in the minimum amount of One Thousand Dollars \$(1,000.00) from the person or persons violating or attempting to violate these

covenants and restrictions and all of their attorney's fees and other costs of litigation.

IN WITNESS WHEREOF, this instrument has been executed on this \_\_\_\_\_ day of May, 2008.



Keith E. McGee



Shannon L. McGee

STATE OF TENNESSEE  
COUNTY OF Sumner

Personally appeared before me, Rhonda Mansfield, Notary Public, Keith E. McGee and Shannon L. McGee, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes contained herein.

WITNESS my hand, at office this 9 day of May, 2008.

  
Notary Public



My Commission Expires: 6.14.10

Prepared by: Karen Heavener  
Frontier Title & Escrow, Inc.  
109 C East Ave  
Goodlettsville, TN 37072