

Jennifer M Gerhart, Register  
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Prepared by:  
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**RESTRICTIVE COVENANTS  
OF  
COLONIAL ESTATES, SECTION XII**

**B.C. DEVELOPERS, LLC**, a Tennessee limited liability company (hereinafter "Developer") being the owner in fee simple of the real estate that has been subdivided and named **COLONIAL ESTATES, SECTION XII**, according to survey and plat of record in Plat Book 34, page 213-214 Register's Office of Rutherford County, Tennessee, and any other plats hereinafter recorded for said subdivision, and which plats are made a part hereof by reference, does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said **COLONIAL ESTATES**, their heirs and assigns.

1. There is hereby appointed an Architectural Review Committee to be comprised of three people except that the initial committee shall be composed of two members: Jerry Butler and Michael Colvin. This Committee shall also compose the initial Board of Directors of **COLONIAL ESTATES, SECTION XII, HOMEOWNERS ASSOCIATION, LLC**. Each committee member shall serve a three-year term, except for the initial terms, with the initial terms expiring on the following dates:

Jerry Butler  
Michael Colvin

January 1, 2011  
January 1, 2011

As each member's term expires, or if a member should resign or is removed, a new member shall be chosen by the Board of Directors of Colonial Estates, Section XII, Homeowners Association, LLC to serve a three-year term. Committee members shall be eligible for re-election. All committee members will serve for three years or until their successors are elected by the remaining committee members. Any future committee member must either own in his own name, or jointly with his spouse, a subdivided lot in Colonial Estates or be an officer in B. C. Developers, LLC, the Developer.

The Architectural Review Committee exists in order to assure maximum protection to all lot owners, to assure continuity and to have conformity to high aesthetic and environmental standards, and to have the initial but non-exclusive right to enforce these covenants. The Architectural Review Committee shall have the powers and duties necessary for the proper care and control of any common areas in said subdivision, such as entrances, undeveloped lots and buffer zones and may do all acts as set forth herein or as delegated by the lot owners of the subdivision. Such powers and duties of the Committee shall include, but not be limited to, the following:

(a) Construction plans and specifications for any improvements, including landscaping design and mailboxes, to be erected on any lot must be submitted to the Committee for its approval. No construction, reconstruction, remodeling, alteration or additions of any structure, building, fence, driveway, path, landscaping or other improvements of any nature shall be commenced or constructed prior to receiving approval by said Committee in writing. The Committee shall ascertain that the exterior design and exterior finishes of any structure are in harmony with the above-stated goals and standards to the end that the dwellings located in the subdivision are uniform and aesthetically pleasing, without the utilization of garish colors or architectural design. In fact, the Architectural Review Committee shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations. The Committee shall designate any changes or alterations which shall be necessary for approval. Plan approval or a statement of changes or alterations shall be forwarded in writing to the lot owner.

Failure by the Committee to approve or reject within a 30 day period of time shall constitute approval.

(b) Meetings of the Architectural Review Committee may be held at such time and place as the members shall determine, and provided a majority of the whole committee is present, no prior notice is necessary. At all meetings of the Committee, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Committee. Said Committee shall elect a chairman to preside and a secretary to take minutes and communicate with interested lot owners. *Robert's Rules of Order* will be followed in the conduct of business of the Committee.

(c) The members of the Architectural Review Committee shall not be liable to lot owners for any mistake of judgment, negligent or otherwise, except for their own individual and willful misconduct of bad faith.

(d) The members of the Architectural Review Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.

(e) There shall be a general right-of-way and easement for the benefit of the Architectural Review Committee, its officers, agents and employees to enter upon lots or buildings to perform their respective duties and to exercise their powers as enumerated in these covenants.

(f) The Architectural Review Committee shall have the right to reasonably impose additional restrictions and requirements on any lot at time of the initial sale by the Developer whereby these additions shall enhance the subdivision. The Review Committee shall also have the right to waive any restrictions or covenants for any lot when such waiver is deemed necessary to enhance the subdivision. Any additional restrictions or waivers made shall apply to the lot upon which it is imposed and does not necessarily set a precedent for future construction.

2. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family. Group homes of any kind are expressly prohibited. Home offices are permitted, however no home businesses are allowed.

3. No lot shall be resubdivided, but shall remain as shown on the recorded plat, and not more than one residence building may be constructed or maintained on any lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdivision into more lots.

4. No noxious or offensive operation 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 guns or firearms of any kind shall be discharged or fired in the subdivision.

5. No animals of any kind shall be allowed or maintained on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for commercial or breeding purposes. Horses, poultry, swine, fowl, and goats are expressly prohibited.

6. No trailer, manufactured home, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence on any lot; nor shall recreational vehicles or boats be used as a temporary or permanent residence on any lot.

7. No building shall be constructed or maintained on any lot closer to the street or side than the setback line as shown on the recorded plat; provided, however, unclosed porches, either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across the setback lines; provided further, however, that the main structure does not violate the setback line.

8. The minimum interior heated living area of any single family dwelling, exclusive of open porches and garages, shall be 1,250 square feet. The front of all dwellings shall be constructed with at least 25% brick, stone or masonry. Front of all homes must be brick or stone to grade.

9. All dwelling houses shall have an attached garage designed for at least 2 cars.

10. The front yards of each dwelling shall be landscaped.

11. All mailboxes must be approved by the Architectural Review Committee.

12. All outbuildings shall be constructed so as to blend and be comparable in structure to the residence on any lot. All outbuildings must be approved by the appropriate governmental authority and the Architectural Review Committee before construction may begin. All such outbuildings shall be "stick built" on site. No prefabricated outbuildings shall be permitted, nor shall any outbuilding be used as a residence.

13. No fence shall be permitted between any rear corner of the dwelling and the street. The use of hedges, shrubbery or evergreens as a fence, or in lieu of the fence, and extending to the front or sides of any lot is permitted provided that such hedges, shrubbery or evergreens are not in excess of forty-two (42) inches in height. All fences must be approved by the Architectural Review Committee as to materials, construction and location, and chain link fences are not allowed.

14. No lot shall be used as a dumping ground for rubbish or trash. All lots shall be kept in a clean and sanitary condition and free and clear of all litter. Each owner shall be responsible for the safe, clean and attractive maintenance of all land, buildings, improvements and landscaped areas of any lot. No inoperative or junk motor vehicles shall be permitted on any lot or street in the subdivision. No motor vehicle shall be parked in any area of the lot except in the driveway or garage.

15. The Developer, Colonial Estates, Section XII, Homeowners Association, LLC, or their assigns may enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the lot owner, which expense shall become a lien upon the lot.

16. No sign of any kind shall be displayed on any lot except for small realty signs (16 square feet maximum) advertising the property "For Sale".

17. No sign of any kind, except as provided and constructed by Developer, shall be displayed in any common area including, but not limited to, realty signs, campaign signs, etc.

18. Unlicensed or inoperable vehicles shall not be parked in the driveway of any lot, parked on any street in the subdivision, or operated within the subdivision, nor shall they be in the open or visible from the street or another lot.

19. No tractor-trailers, semis or school buses shall be parked upon any lot or any subdivision street.

20. No recreational vehicles, boats, motor homes, campers, trailers, or hobby vehicles shall be placed upon any lot unless kept in a garage or screened so as not to be visible from the street. All such vehicles shall be located on poured concrete pads.

21. Developer reserves a perpetual easement for utility installation, maintenance and drainage five feet in width along each side and rear lot line. Developer further reserves unto itself, its successors and assigns, the following easements and rights of way in, on, over, under and through all lots, and each building primarily for the purpose of sale, to-wit:

- (a) For the installation, construction and maintenance of conduits, lines and necessary or property attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
  - (b) For the construction of buildings and related improvements;
  - (c) For the installation, construction and maintenance of storm water drains, public and private sewers and any other public or quasi-public utility facility;
  - (d) For the use of any sales office, model units or buildings and parking spaces in connection with its efforts to market lots and/or dwelling houses;
  - (e) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of lots and/or dwelling houses.
22. Exterior television and radio antennas shall not extend more than two feet in height above the ridge line of the dwelling house roof. Satellite dishes shall not exceed twenty-four inches in diameter. Any installation and placement must be pre-approved by the Architectural Review Committee within practical limits so long as, by doing so, such placement does not render the satellite dish non-functional.
23. Exposed metal fireplace chimneys are prohibited.
24. No outside clotheslines or other apparatus for the drying of clothes shall be permitted.
25. All building setback lines required by the controlling governmental authority shall be strictly observed and followed.
26. Lot owners are prohibited from obstructing the free flow of storm surface water drainage and/or diverting, and/or changing such drainage flow in any manner resulting in damage, hazard or nuisance to any other lot owner.
27. All driveways shall be surfaced with poured concrete.
28. All common areas of Colonial Estates, Section XII, all of which are, and shall remain, private amenities owned and maintained solely by Colonial Estates, Section XII, Homeowner's Association, LLC as shown on the plat in Plat Book 34, page 213-214, and any additional sections of the Subdivision added hereto and made subject to these restrictions, or as otherwise amended, shall be reserved for the exclusive use of the owners of the lots and their immediate families or guests. Each lot owner is responsible for the safety, care and actions of their families and guests, as well as themselves. Each lot owner shall hold the Architectural Review Committee, Colonial Estates, Section XII, Homeowners Association, LLC and all other owners and guests harmless for any damages caused by said lot owner, his or her family and/or guest. Colonial Estates, Section XII, Homeowners Association, LLC, either by majority vote of the members or by its Directors, may establish additional rules and regulations governing the use of the common areas and for the maintenance thereof; and the association has authority to enforce said rules and regulations in accordance with these restrictive covenants and the By-Laws of the Association.
29. All motorized vehicles or equipment, except for the purpose of maintenance or repair by the Developer or Colonial Estates, Section XII, Homeowners Association, LLC, are strictly prohibited from use in any common area of the subdivision including, but not limited to, motorbikes, motorcycles, motor scooters, all-terrain vehicles, four-wheelers, three-wheelers, etc.
30. These protective covenants and the By-Laws attached hereto shall be enforced by the Architectural Review Committee herein created, or any individual lot owner in said subdivision, or Colonial Estates, Section XII, Homeowners Association, LLC, by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages. In the event litigation is implemented for the enforcement of these

covenants or the By-Laws attached hereto, the prevailing party shall be entitled to an award of attorney fees as additional damages.

31. Unless otherwise provided herein, amendment of these restrictions shall be the exclusive right of the Developer, so long as the Developer owns at least two (2) lots in the development. Thereafter, amendments may be made by an instrument signed by not less than 75% of the owners of the lots in the development, one vote per lot, subject to these restrictions and shall include any additional sections added hereto and made subject to these restrictions.

32. Each owner of a lot shall be a member of Colonial Estates, Section XII, Homeowners Association, LLC and shall derive all benefits from, and be subject to, the By-Laws of said association which are attached hereto as Exhibit A. Membership in the Homeowner's Association is mandatory. Each lot owner must promptly pay all assessments levied by the Homeowner's Association. Said association shall be incorporated pursuant to the laws of the State of Tennessee. Notwithstanding the provisions of Paragraph 32, this Paragraph 33 shall not be amended or modified so as to permit a lot owner to withdraw or be excluded from the Homeowner's Association or be relieved of the responsibility of the payment of any assessment.

33. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding lot owners until January 1, 2039, at which time these protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on this the 18<sup>th</sup> day of February, 2009.

B. C. Developers, LLC

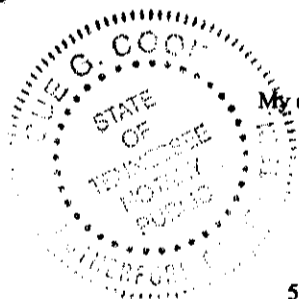
By: Michael Colvin, Member  
Michael Colvin, Member

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Jerry Butler and Michael Colvin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Members of B. C. Developers, LLC, the within named bargainor, a limited liability company, and as such members of the limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by themselves as such Members.

WITNESS MY HAND and official seal at my office on this the 18<sup>th</sup> day of February, 2009.



Julie G. Cook  
Notary Public  
My commission expires: 4/19/10