

GLENNRIDGE

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The following provisions have been formulated to create a highly desirable residential area and to protect such homeowners of lots in Glennridge as shown on a subdivision plat prepared by James Webb dated September _____, 1997 and recorded in Plat Book 10, Page _____, Register's Office of Maury County, Tennessee. All lots therein shall hereafter be sold, improved and occupied, transferred, resold and reconveyed, subject to the conditions, covenants, limitations, requirements, reservations and changes as follows:

1. Use. All lots shall be used for one family residential purposes only. No duplex, multi-family structure, boarding house, or any commercial building shall be built, erected, or maintained on any lot. No commercial activity shall be permitted within the Subdivision except that which can be done within the residence and without signs, traffic, or other exterior evidence of any such activity. In-home office work, sewing, and the care of no more than two non-resident children shall be permitted. No basement, trailer, motor home, recreational vehicle, tent, garage, or any form of shelter shall be used as a residence, temporarily or permanently, and no structure shall be moved onto any lot unless it shall conform to these restrictions. No structure of a temporary character shall be permitted on any lot, except temporary tool sheds, field offices, or field sales offices, used by a builder or by Developer, and which shall be removed when construction or development is completed.
2. Structure Placement. All residences will be erected in accordance with the building setback lines as shown on the plat for said subdivision as follows:
 - Front - 40'
 - Side - 20'
 - Rear - 30'
3. Minimum Area. The heated and cooled interior living area of any one-story residence shall have a minimum floor area of 1,850 square feet. The heated and cooled interior living area of any residence of more than one story shall have a minimum floor area of 2,200 square feet. Basements (whether used for living area or not), open porches, garages, and breezeways shall not be included in computing the minimum floor area.
4. Garage Required. Each residence shall have an attached garage of a sufficient size to store at least two automobiles with a minimum of 400 square feet. A garage may be included in a basement or otherwise attached to the residence. The garage shall have doors at the side or rear of the residence, but not the front.
5. Exterior Material. No residence shall be constructed on any lot which shall have outside finish of any material other than brick, stone, wood, stucco or drivit. Vinyl trim may be used for dormers and soffits, but it is not acceptable as a basic siding material. No concrete blocks used for foundations, walls, or otherwise shall be visible from the exterior of any structure.
6. Resubdivision or Joining. Only one (1) single family residence shall be built on any single lot as shown on said plat, and no lot or group of lots shall be re-subdivided so as to produce a greater number of lots than the original lots being subdivided.
7. Animals. No cattle, swine, goats, poultry, horses, or ponies shall be permitted. Dogs and cats may be kept on said premises, but any dog kennel or other structure used for animals shall be built on the rear of the lot and enclosed by a sufficient fence, said fence and/or buildings to be at least ten feet from any boundary and said fence and/or buildings shall be screened from view by evergreens, shrubbery, hedges, or

fencing. No animals may be bred or raised for commercial purposes. Household pets may have offspring, which may be sold, but only if kept inside the residence or attached garage and no signs advertise such offspring for sale. All dogs and cats will be subject to leash laws and will not be permitted to run loose in the subdivision.

8. Fences, Mailboxes, Antennae, and Clotheslines. No fences shall be erected or maintained in front of the rear wall of a residence. No fence in the Subdivision shall be more than six feet above the ground. Fences may extend to the side lot lines and the rear lot line, subject to priority of utility and drainage easements along such lines as shown on the Plat. No border fences made of metal shall be permitted. All fencing and fence materials must be approved by the review committee. The drying of clothes in public view is prohibited. No electronic radio or other type radio devices for transmitting or receiving signal shall be erected on any lot. Satellite TV dishes shall be positioned as inconspicuously as possible and shall be erected behind a line even with the rear of the residential structure. Each lot owner will be required to erect at his own expense a decorative mailbox. The design and exterior detail will be provided during construction.

9. Trash Containers. Trash, garbage, or other waste shall be kept in closed containers behind any residence and out of view from the street, unless governmental garbage collection regulations require placement of such containers at or near the street, and then only on the days that garbage collection is scheduled.

10. Driveways. A driveway from the public street to the garage shall be surfaced with pavement or concrete.

11. Utilities. All utility service wires, including electricity, telephone, and cable television for the residence or any outbuildings shall be underground. Perpetual easements are reserved for utility installation and maintenance in accordance with utility easements in accordance with utility easements designated on the Plat.

12. The following restrictions apply to vehicles (defined as including cars, trucks, vans, recreational vehicles, trailers, boats, motorcycles, and other similar devices for transporting persons or property) on any lot or street in GLENNRIDGE:

- a. No truck larger than one (1) ton shall be parked or kept on any lot or on any street at any time unless housed in an enclosed garage or basement.
- b. No van larger than one (1) ton shall be parked or kept on any lot or on any street at any time unless housed in an enclosed garage or basement.
- c. No vehicle which is inoperable shall be habitually or repeatedly parked or kept on any lot or on any street unless housed in an enclosed garage or basement. Vehicles without all tires in operating condition or not currently licensed shall be considered non-operating vehicles.
- d. There shall be no repair of motor vehicles, tractors, or other mechanical devices except that of a non-commercial nature which can be and is done within the confines of a garage located upon the property.

13. Grass and Weeds. Owners of lots shall keep the grass and weeds cut so as to not be objectionable in appearance. Developer reserves the right to cut grass and weeds on unimproved lots and charge the cost of such maintenance to the owners of such lots if the owners thereof have not cut such grass and weeds within ten (10) days after written notice to the owners. Developer may cut such weeds and grass without notice if no expenses are to be paid by the owners.

14. No sign for advertising or for any other purpose shall be displayed on any lot or on any residence of structure on a lot, except one sign for advertising the builder (during construction), sale or rent thereof, which shall not be greater in area than eight (8) square feet; except that the developers shall have the right to erect larger signs when advertising the development of the subdivision.

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

16. Architectural Review Committee. No residence, outbuilding, fence, wall, or other structure shall be erected, placed, or altered on any lot in this Subdivision until the plans, specifications, and plot plan showing the location of such improvements have been approved in writing as to conformity and harmony of external design with planned or existing improvements in the Subdivision, and as to the topography and finished ground elevation by an architectural review committee composed of David Brown, Janice Brown, Michael Brown and Karen Landers or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of a member or members of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, to designate a representative with like authority, or to appoint a successor to fill the vacancy. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it or in any event, if no suit to enjoin erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this paragraph will be deemed to have been fully complied with. Neither the members of such committee, nor the designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee shall cease on or after December 31, 2007. Thereafter, the approval described in this covenant shall not be required unless prior to the said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this Subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

17. Enforcement. These restrictive covenants are to run with the land and shall bind all present and future owners of the lots in the Subdivision, and such owners are specifically given the right to enforce these restrictive covenants through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered by them for any violation thereof. Failure to enforce these restrictions as to a single or particular violation shall not be deemed a waiver of the right of enforcement as to any other or subsequent violation, the right of enforcement being a continuing one.

18. Amendments. These restrictive covenants may be amended by a written instrument, signed by a majority of the lot owners in the Subdivision and the review committee, and recorded in the Register's Office of Maury County, Tennessee.

19. Term and Automatic Extension. These restrictive covenants shall be binding on the undersigned present owners and all persons claiming under them for a period of twenty-five (25) years from the date these restrictive covenants are recorded, after which time they 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 has been recorded agreeing the change the restrictive covenants, in whole or in part.

20. Invalidation. Invalidation of any one of these restrictive covenants, in whole or in part, by judgment or court order shall in no way affect any of the other provisions herein, which shall remain in full force and effect.