

RESTRICTIVE COVENANTS

APPLEWOOD SUBDIVISION
SECTION II, PHASE IV

039839

WHEREAS, the undersigned are the owners and developers of APPLEWOOD SUBDIVISION, SECTION II, PHASE IV, being certain real property situated and located in the 11th Civil District of Rutherford County, Tennessee, as shown by survey and plat of record in Plat Book 17, page 42, of the Register's Office of Rutherford County, Tennessee, to which reference is hereby made for more complete details of description and location, and

WHEREAS, it is the intention of the owners and developers of said property to place certain restrictions on the numbered lots as shown on said subdivision plat,

NOW THEREFORE, for the mutual benefit of the present and future owners of the lots of said subdivision, we, the undersigned owners and developers hereby place the following reservations, restrictions, conditions and limitations on the numbered lots so shown on said plat, which shall be binding on all present and future owners of such lots, to-wit:

1. All lots in said subdivisions shall be used for residential purposes only. No more than one family residence shall be constructed on any lot.

2. No junk yard or any type of salvage operation shall be permitted. No inoperable vehicles shall be permitted to be placed on any lot in said subdivision.

3. No business or commercial operation which engages in the sale, distribution, or consumption on the premises of alcoholic beverages of any type shall be permitted. No noxious or offensive operations shall be conducted or maintained on any of the property and nothing shall be done on any of the property which may constitute a nuisance to the neighborhood. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purposes. No animals or livestock 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 purposes.

4. The minimum square feet of living area in any single story shall be 1,200 square feet, unless written approval of the developers is obtained. The minimum square feet of living area in a one and one-half story or two story dwelling will be determined and approved by the developer. In addition, any dwelling shall have an attached one car garage or carport with a minimum width of 12 feet. No detached garage or carport shall be permitted.

5. The roof of any dwelling or other building constructed on any lot shall be a pitched roof with vertical pitch of at least six (6) inches per foot. There shall be no flat roofs except over porches or patios and such flat roofs shall blend into and become a part of the roof of the main structure.

6. All dwellings or other buildings constructed on any lot shall be brick to grade with a masonry foundation. Should brick or vinyl not be used for exterior construction, the type of exterior construction shall first be approved by the undersigned developers.

7. No mobile homes, trailer, detached garage, storage bin or shed, barn or other outbuilding shall be allowed or maintained on any lot, and no structure, mobile home or modular home or houseboat shall be moved on any lot, provided, however, that a house trailer or field office may be used by builders or their sales representatives during construction of single-family residences on the lots of the said subdivision.

8. No dwelling shall be constructed on any lot closer to either side lot line than permitted by the subdivision plat and shall in addition, be in full compliance with municipal and governmental zoning regulations.

9. On all lots except corner lots, no fence shall be permitted between the front building or setback line and the street; building or setback line and either street.

10. The developers of this subdivision, or their assigns, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot is the same reasonable requires, charging the expense thereof, which shall become a lien

upon the lot.

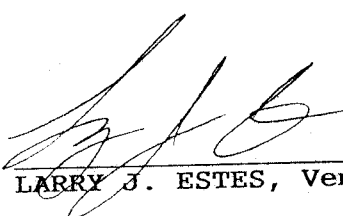
11. If any of the provisions of this instrument are at any time declared void or inoperative, by any Court of competent jurisdiction, the remaining provisions shall not be otherwise affected thereby.

12. That restrictions herein imposed shall be covenants running with the land, and shall be binding upon all parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, and thereafter shall be automatically renewed for successive 10-year periods, unless an instrument in writing, signed by sixty percent (60%) of the owners of the lots has been recorded, agreeing to modify or amend these restrictive covenants in whole or in part.

13. The right of enforcement in these restrictive covenants is specifically vested in the owners of each of the lots in Section II, Phase IV of this subdivision, the developers of said subdivision as herein set forth, and the appropriate governmental agencies. Any person, firm, governmental agency, or institution having the right at any time to enforce these restrictive covenants, and each of them, by the proper institution or an action at law or in equity for injunctive relief, including, but not limited to, monetary damages, and further, if an action is brought to enforce these restrictive covenants or to prevent the violation hereof, then the person, firm, or institution bringing said action shall be entitled to recover costs of any such suit, including, but not limited to attorney's fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this the 7 day of December, 1994.

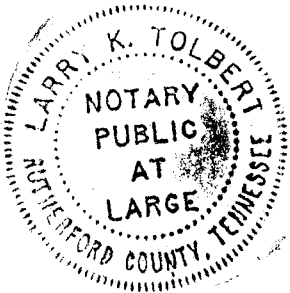
APPLEWOOD VENTURE, a joint venture


LARRY J. ESTES, Venturer

STATE OF TENNESSEE]
 ss.
 COUNTY OF RUTHERFORD]

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared LARRY J. ESTES, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a venturer of APPLEWOOD VENTURE, a joint venture, the within named bargainor, and that he as such venturer, being authorized so to do by virtue of a Declaration of Authorized Venturer appearing of record in Trust Book A-872, page 350, of the Register's Office, Rutherford County, Tennessee, executed the foregoing (RESTRICTIVE COVENANTS) instrument for the purposes therein contained, by signing the name of the joint venture by himself as venturer.

WITNESS MY HAND and official seal at my office in Murfreesboro, Tennessee, this the 7th day of December, 1994.



[Signature]
 Notary Public
 My Commission Expires: 7/21/96

RECORDING FEE 16.00
 STATE TAX _____
 REGISTER'S FEE _____
 TOTAL PAID 16.00
 RECEIPT NO. 10128

State of Tennessee, Rutherford County
 I, Mark H. Moshea, Register of said county and state do certify that the foregoing instrument is registered in said office in book 539 page 593 that it was received Dec 8 1994 at 1:34 o'clock P M and entered in notebook 45 page 441
 Mark H. Moshea, Reg. *[Signature]* Deputy