

Woodsedge Ph VI

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE (FOR USE WITH LAND)

When executed by all parties, this document shall become a legally binding contract.

1. Offer Date: _____ Contract Effective Date: _____
2. (Date of offer) (Date of execution by both parties, see paragraph 27)
3. 1. PARTIES: This Contract is made and entered into by and between [Print Full Names]:
4. WOODSEdge DEVELOPMENT, LLC
5. ("Seller") [Show Relationship Between Parties If More Than One and Marital Status], and
6. _____
7. ("Purchaser") [Show Relationship Between Parties If More Than One and Marital Status],
8. As used herein, where applicable, "Purchaser" and "Seller" include the plural; masculine includes the feminine.
9. 2. EARNEST MONEY DEPOSIT: Received of Purchaser the sum of _____ Dollars (\$ _____)
10. as Earnest Money in the form of CHECK # _____ to secure Purchaser's performance of this Contract and to be applied as
11. part payment of the purchase price. Purchaser and Seller agree that the Listing Broker (or Selling Broker if there is no Listing Broker) will hold
12. Earnest Money in trust, subject to the terms of this Contract.
13. 3. REAL PROPERTY: Subject to the terms and conditions of this Contract, Seller agrees to sell and Purchaser agrees to purchase the following
14. described real property (including the personal property described in Paragraph 4 hereof) located in the County of FAYETTE
15. State of Tennessee, being more particularly described as follows: LOT NO. _____, WOODSEdge PH VI SUBDIVISION AND
16. CONTAINING _____ ACRES OF LAND AS SHOWN ON ATTACHED SITE PLAN OF DEVELOPMENT
17. and all permanent improvements thereon. Said real property and improvements thereon are hereinafter collectively referred to as "Property".
18. 4. PERSONAL PROPERTY [List, If Any]:
19. NONE
20. 5. PURCHASE PRICE: The total purchase price for Property (including personal property described in Paragraph 4 hereof), payable all cash at
21. closing, of which Earnest Money is a part, shall be _____ Dollars (\$ _____)
22. 6. CONVEYANCE AND TITLE: Seller hereby agrees to sell and convey Property (including the personal property described in Paragraph 4
23. hereof), or cause it to be conveyed, by good and sufficient warranty deed, unto Purchaser or unto such persons Purchaser may designate; however,
24. Purchaser shall not be released from any of Purchaser's agreements and undertakings as set forth herein, unless otherwise stated herein; and
25. Purchaser hereby agrees to purchase Property from Seller, subject to and upon the terms and conditions set forth in this Contract. Title is to be
26. conveyed subject to all restrictions, general utility, sewer and drainage easements of record upon which building(s) do not encroach, zoning
27. ordinances and all other laws of any governmental authority, covenants of record, articles of association or incorporation, by-laws, master deed,
28. and rules and regulations. Seller agrees to furnish to Purchaser, for Examination only, either title search or adequate abstracts of title, taxes,
29. judgments and liens, covering Property, as soon as same can be prepared, or, at Seller's option, an owner's title insurance policy for the amount of
30. the above purchase price issued by one of the title insurance companies having offices in Memphis, Tennessee, insuring a good and marketable title,
31. which title policy shall constitute and be accepted by Purchaser as conclusive evidence of a good and marketable title. Adequate abstracts of title,
32. taxes, judgments, and liens are those required by the title insurance companies having offices in Memphis, Tennessee as the basis for the issuance of
33. title insurance.
34. 7. BROKER'S FEE: SELLER AGREES TO PAY listing and/or selling Broker at closing the commission specified by separate agreement. The
35. Listing Broker will direct the closing agent/attorney to pay the Selling Broker, from the commission received, an amount in accordance with the
36. terms and provisions specified by separate agreement between the Listing Broker and Selling Broker.
37. 8. CLOSING, ATTORNEYS AND TITLE COMPANY: The closing shall be on or before _____ (Closing Date").
38. The closing agent/attorney for Purchaser shall be MARK MIESSE/NASHOBA ESCROW CO., INC. 901-753-9400
39. and for Seller shall be MARK MIESSE/NASHOBA ESCROW CO., INC. 901-753-9400 7518 ENTERPRISE AVE GERMANTOWN, TN 38138
40. The title company shall be CHOSEN BY CLOSING ATTORNEY
41. 9. OCCUPANCY/POSSESSION: occupancy will be given on (date) DAY OF CLOSING _____ at (time of day) 5:00PM _____,
42. or TWO _____ hours after closing, whichever shall later occur.
43. 10. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:
44. (a) Seller's Expenses: Seller shall pay prepayment penalties on any existing loans paid at closing, plus cost of releasing such loans and recording
45. releases; Seller's closing fee, document preparation fee and/or attorney fee; fee for preparation of deed; notary fee on deed and cost of title search
46. or abstract. Seller authorizes closing agent or attorney to order title search or abstract from the title company set forth above.
47. (b) Purchaser's Expenses: Purchaser shall pay state transfer tax and recording fee on deed of conveyance; Purchaser's closing fee, document
48. preparation fee and/or attorney fee; and title examination, title opinion acceptable to Purchaser's title insurance company, or title insurance, if any.
49. Purchaser shall also pay any costs incident to obtaining and closing loan, including but not limited to: origination, discount points, application,
50. commitment, underwriting, document review, courier, assignment, photo, tax service and notary fees; preparation of note, deed of trust, and other
51. loan documents; state transfer tax and recording fee on deed of trust; survey; credit report; mortgagee's title insurance policy; required premiums
52. for private mortgage; hazard and flood insurance; required reserve deposits for insurance premiums and taxes; prepaid interest; and reinspection
53. fees pursuant to appraisal.
54. 11. PRORATIONS: rents, if any, all real estate taxes for the current year and homeowner or condominium fees and maintenance fees, if any ,are
55. to be prorated as of closing. The date of closing shall be charged to the Purchaser. All prior unpaid taxes or liens, including front foot assessments,
56. are to be paid by Seller, unless otherwise specified. Seller should notify Seller's insurance agent of this Contract.
57. 12. DEFECTIVE TITLE: If the title is not good and cannot be made good within a reasonable time after written notice has been given that the
58. title is defective, specifically pointing out the defects, Earnest Money shall be returned to Purchaser and the commission as specified in the listing
59. or other agreement between the Broker(s) and the Seller, plus all costs of collection, including attorney fees, shall be paid by Seller to the Listing
60. and/or Selling Broker(s).

61. **13. BREACH OF CONTRACT BY PURCHASER:** If this Contract is breached by Purchaser or if Purchaser fails for any reason to complete his
62. purchase of Property in accordance with the terms set for the herein, Seller shall have the right to elect to declare this Contract null and void; and
63. upon such election, Earnest Money shall be divided, one-half (1/2) retained by Seller as liquidated damages and one-half (1/2) retained by the
64. Listing and/or Selling Brokers as commission (said commission amount to be divided between the Listing and Selling Brokers as agreed by
65. separate agreement), but in no event shall the Listing and/or Selling Broker's share exceed the Broker's commission as specified in the listing or
66. other agreement between the Broker(s) and the Seller. The right given Seller to make the above election shall not be Seller's exclusive remedy, as
67. he shall have the right to elect to affirm this Contract and enforce its specific performance or recover full damages for its breach. Seller's retention
68. of Earnest Money shall not be evidence of an election to declare this Contract null and void, as Seller shall have the right to retain his portion of
69. Earnest Money to be credited against damages actually sustained. In addition to any other remedies available against Purchaser by Seller because
70. of Purchaser's default or failure to close for any reasons other than those permitted by this Contract, Purchaser shall be obligated to pay the
71. commission provided for in the listing or other agreement between the Broker(s) and the Seller, plus all costs of collection, including attorney fees,
72. of which the Listing and/or selling Broker's share of retained Earnest Money is a part. Nothing herein is intended to negate any agreement which
73. may exist between Listing Broker and any cooperating Broker or buyer's Broker concerning commission splitting or other payment.

74. **14. BREACH OF CONTRACT BY SELLER:** If this Contract is breached by Seller or if Seller fails for any reason to complete the sale of
75. Property in accordance with the terms set forth herein, then Seller shall pay the commission provided for in the listing or other agreement between
76. the Broker(s) and the Seller, plus all costs of collection, including attorney fees, and the Purchaser shall have the right to: (a) affirm this Contract
77. and enforce its specific performance; or (b) require the immediate return of Earnest Money and recover full damages for its breach.

78. **15. COSTS TO ENFORCE CONTRACT:** Should any party to this Contract bring an action against any other party to this Contract to enforce
79. any claim hereunder, the prevailing party or parties shall be entitled to recover all costs of said action and reasonable attorney fees. The term
80. "prevailing party or parties" as used in this paragraph shall be defined as the party or parties in whose favor a court shall rule or against whom no
81. relief is granted, provided such ruling becomes final and non-appealable.

82. **16. ESCROW:** Earnest Money is deposited in escrow with the Listing Broker (or Selling Broker if there is no Listing Broker) ("Escrow Agent")
83. with the understanding that Escrow Agent: (a) is not a party to this Contract and does not assume or have any liability for performance or non-
84. performance of Seller or Purchaser; (b) has the right to require from Seller and Purchaser a written release of liability of Escrow Agent which
85. authorizes the disbursement of Earnest Money; (c) is not liable for interest or other charge on Earnest Money; and (d) may choose to place Earnest
86. Money with a court of competent jurisdiction in the event of any dispute. If the Escrow Agent shall file any interpleader, Escrow Agent shall be
87. entitled to recover its attorney fees and expenses from, but not limited to, the earnest money deposit. If Seller or Purchaser unreasonably fails to
88. deliver promptly the document described in (b) above, then such party shall be liable as provided in Paragraph 21. At closing, Earnest Money shall
89. be applied to any cash down payment required, and then to Purchaser's closing costs, and any excess shall be refunded to Purchaser. If Purchaser
90. is entitled to a refund of Earnest Money and requests such refund less than fourteen (14) days after deposit of a check for Earnest Money with
91. Escrow Agent, as a prerequisite to such refund, Purchaser shall furnish to Escrow Agent written evidence of clearance of such check.

92. **17. SPECIAL PROVISIONS:**

93. _____
94. _____
95. _____
96. _____
97. _____
98. _____
99. _____

100. **18. ENTIRE AGREEMENT:** This Contract, contains the entire agreement of the parties relating to the subject matter hereof and cannot be
101. changed except by their written consent. The following addendum or addenda are a part of this Contract

102. FINAL PLAN OF DEVELOPMENT FOR WOODSEdge PH VI SUBDIVISION & SPECIAL COMMISSION AGREEMENT

103. **19. NOTICES:** All notices shall be in writing and effective upon delivery to each party at the appropriate address shown below.

104. **20. EXECUTED BY** seller and Purchaser in multiple originals on the date(s) shown below their respective signatures. The date upon which this
105. Contract is fully executed and finally accepted by Seller and Purchaser and the date Earnest Money is available for deposit is the date shown above
106. as this Contract effective Date.

107. Purchaser acknowledges that Purchaser has sole and exclusive responsibility for the choice of type of loan or terms of any particular loan program,
108. and the obtaining or use of any attorney and title company and any of the services or programs that those companies may offer and hereby holds
109. Broker and Broker's associated salespersons harmless for the choice thereof.

110. **PURCHASER:**

111. _____
112. _____
113. **Address:** _____
114. **Phone:** _____
115. _____

116. **DATE/TIME OF PURCHASER'S EXECUTION**

117. **EARNEST MONEY RECEIPT:** Subject to clearance of any check given by, or on behalf of Purchaser, Escrow Agent hereby acknowledges
118. receipt of Earnest Money (\$ _____), which is to be held by Escrow Agent in trust in accordance with the terms and provisions of the
119. foregoing Contract and the Tennessee Real Estate Commission.

120. Escrow Agent/Firm RENAISSANCE REALTY

121. Address: 3157 US Highway 64, Suite 200 Eads, TN 38028 (901) 758-2728

122. _____

SELLER:

WOODSEdge DEVELOPMENT, LLC
Address: _____
Phone: _____

DATE/TIME OF SELLER'S EXECUTION

By: _____



RENAISSANCE REALTY

CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

The Company, Renaissance Realty, LLC in the real estate transaction involving the
COMPANY NAME

Property located at _____
PROPERTY ADDRESS

[CHECK ONE ONLY]:

is serving as a **Transaction Broker** or **Facilitator** (not an agent for either party).

is serving as an **Agent or Subagent for the Seller.**

is serving as an **Agent for the Buyer.**

is serving as a **Disclosed Dual Agent (for both parties)**, with the consent of both the Buyer and the Seller in this transaction.

has appointed _____ to serve as **Designated Agent for the Seller.**

has appointed _____ to serve as **Designated Agent for the Buyer.**

This form was delivered in writing, as prescribed by law, to any unrepresented buyer **prior to the preparation of any offer to purchase**, OR to any unrepresented seller **prior to presentation of an offer to purchase**; OR (if the licensee is listing a property without an agency agreement) **prior to execution of that listing agreement**. This document also serves as confirmation that the licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided. **This notice by itself, however, does not constitute an agency agreement or establish an agency relationship.**

Date: _____ Licensee's Signature: _____
Douglas C. Swink, Principal Broker

Acknowledgment:
I acknowledge the above confirmation of agency status.

Date: _____ Signature of Buyer or Seller: _____

Date: _____ Signature of Buyer or Seller: _____

Date: _____ Signature of Buyer or Seller: _____

Date: _____ Signature of Buyer or Seller: _____

FAXED SIGNATURES WILL SUFFICE FOR ACKNOWLEDGMENT(S) OF THE ABOVE CONFIRMATION



RENAISSANCE REALTY

Personal Interest Disclosure & Consent

[As Required By Tennessee License Law]

On Occasion a real estate licensee may become involved in a real estate transaction BOTH as a licensed real estate professional AND as a party – directly or indirectly – to the transaction. Tennessee License Law requires that a licensee’s personal interest in any transaction be disclosed.

As used below: “Personal Interest” refers to any situation in which the licensee, a relative or family member of the licensee or an entity in which the licensee has a personal interest is involved in a transaction as a prospective Buyer or Seller.

A. Disclosure and Consent as to Licensee’s Personal Interest

[BUYER OR SELLER SHALL INDICATE CONSENT BY INITIALING BELOW AS APPROPRIATE]

_____ Buyer acknowledges that the licensee named below, because of personal interest, will represent the Seller of the property located at _____. At the request of Buyer, the Managing Broker of the licensee’s company will appoint another _____ licensee to advocate the Buyer’s interests from this point forward.

_____ Seller acknowledges that the licensee named below, because of personal interest, will only represent the Buyer of the property located at _____. At the request of Seller, the Managing Broker of the licensee’s company will appoint another _____ licensee to advocate the Seller’s interests from this point forward.

_____ Buyer acknowledges that the licensee named below, because of personal interest, will only represent another prospective buyer of the property located at _____. At the request of Buyer, the Managing Broker of the licensee’s company will appoint another _____ licensee to advocate the Buyer’s interests from this point forward.

To Be Signed Prior to Execution of a Real Estate Contract:

Date: _____ Licensee’s Signature: _____

Licensee’s Name [PLEASE PRINT]: Douglas C. Swink

Date: _____ Buyer’s Signature: _____

Date: _____ Buyer’s Signature: _____

Date: _____ Seller’s Signature: _____

Date: _____ Seller’s Signature: _____

Woodsedge Subdivision

Phase VI

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR WOODSEGE SUBDIVISION - PHASE VI SUBDIVISION

ARTICLE I

PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS AND RESTRICTIONS

The real property described as Woodsedge Subdivision - Phase VI, located in Fayette County, Tennessee, which is, and shall be, held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements herein contained. Such lots contained in said Woodsedge Subdivision - Phase VI are referred to hereinafter collectively as the "Subdivision". The declarant herein is referred to herein as "Developer".

ARTICLE II

PURPOSE OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained are made and imposed upon said subdivision and each lot contained therein to insure the best use and the most aesthetically appropriate development and improvement of each lot; to protect each owner of each lot against improper use of surrounding lots; to preserve, so far as practicable, the unique character of said subdivision; to encourage and secure the construction of attractive homes on such lots; and in general, to provide adequately for a superior quality of improvements on such lots, and thereby enhance the value of investments made by purchasers of such lots.

ARTICLE III

DURATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained shall run with and bind each and all of the lots of said subdivision and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years each. These conditions, restrictions, covenants, reservations and easements, or any one or more of them may be amended prior to and on such date by an instrument duly executed and notarized by not less than a two-thirds (2/3) majority of the then owners of such lots (one vote per lot) and recorded in the Office of the Fayette County Register; however, these covenants and restrictions may be altered or amended by the Developer, or its assigns or successors by written instrument duly executed and notarized and recorded in the Fayette County Register's Office without the prior approval of any owner of any lot in said subdivision as long as the Developer retains ownership of any lot or lots in said subdivision.

ARTICLE IV

ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

Any owner of any lot in said subdivision shall have the right to enforce, by any proceedings at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any lot in said subdivision against any person or persons violating or attempting to violate any of said conditions, restrictions, covenants, reservations and easements; either to restrain violation or to recover damages for any such violation including, but not limited to, reasonable attorney fees and court costs. Failure by any owner to enforce any of such conditions, restrictions, covenants, reservations and easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of the covenants or restrictions or other provisions herein or hereinafter contained by judgement or court order shall in no way affect any of the other covenants and restrictions herein or hereinafter contained which shall remain in full force and effect.

ARTICLE V

SPECIFIC RESTRICTIONS

The Developer reserves unto itself the right to impose additional specific restrictions upon any lot in said subdivision at the time of sale by said Developer of any of such lots. Such additional restrictions may be made by appropriate provision 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. Any additional restrictions or any variations imposed by the Developer do not set a precedent for future construction.

ARTICLE VI PROTECTIVE COVENANTS AND RESTRICTIONS

1. Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the subdivision, no residence, building or other structure shall be commenced or erected upon any lot in said subdivision, nor shall any exterior addition to, change or alteration thereof be made until the construction plans, site plan and specifications showing the nature, kind, shape, size, height and materials of same shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Woodsedge Subdivision Architectural Review Committee, its representative, or committee duly appointed by said Woodsedge Subdivision Architectural Review Committee. The Chairman of said Woodsedge Subdivision Architectural Review Committee shall be Woodsedge Development, LLC (Developer). This covenant shall not be construed to govern the interior design of dwellings nor shall any approval be unreasonably or arbitrarily withheld, in the event that the Woodsedge Subdivision Architectural Review Committee, or its representative, fails to approve or disapprove such design and site plan within thirty (30) working days after said plans have been submitted, such approval will not be required and this covenant shall be deemed to have been fully complied with.
2. All lots in said subdivision shall be used for private residential purposes only. All of such lots shall be known and described as single family residential lots and are not to be re-subdivided into smaller lots without prior written approval of the Developer. All buildings or structures erected upon said lots shall be of new construction, and no building nor structure shall be moved from other locations onto said lots.
3. The minimum interior heated living area of a single family dwelling, exclusive of open porches, carports and garages, shall not be less than 2,400 square feet in the case of a one-story dwelling. For a one and one-half story, or two story dwelling, the minimum interior heated living area shall not be less than 3,000 square feet with the ground floor level having no less than 1,700 square feet.
4. Construction of any dwelling, once begun, shall be completed within two hundred seventy (270) days of the date its foundation is inspected for conformity with required setbacks by personnel of the governmental authority having jurisdiction, and failure to comply with this condition shall result in a payment by the lot owner of \$50.00 per day to the Developer until the dwelling is completed.
5. All buildings shall conform to the applicable setback requirements of the zoning law having jurisdiction, provided additionally that on no lot shall an accessory building be located nearer to the street than the rear building line of the principal building without the prior written consent of the Woodsedge Subdivision Architectural Review Committee.
6. The presently required building setbacks as shown and noted on the Final Plat are subject to change, either by amendment of The Fayette County Zoning Resolution or because of an extension of public sanitary sewer into the subdivision or by attachment of a municipal jurisdiction resulting from an annexation or incorporation. In no event, however, shall such change necessitate the recordation of a revised plat or cause any building conforming to the protective covenants at the time of its erection or placement thereafter to be considered in violation of the covenants.
7. All residences must have an enclosed garage for vehicle parking. Any garage built in a location on the lot where it can be seen from any public street abutting the lot, must be enclosed and must have a door(s) which, when closed, will screen the interior of the garage from public view from all such public streets abutting the lot. No front loading garages shall be allowed.
8. All secondary electric service lines shall be run underground from its primary source to the residence and/or any outbuildings at the owner's sole expense.
9. All heating and air conditioning equipment, garbage cans, woodpiles, storage areas and electric utility boxes shall be screened by adequate planting or fencing in order to be concealed from view. All trash or garbage shall be regularly removed from the premises, at least weekly, and shall not be allowed to accumulate thereon.
10. The owner of each lot(s) shall be responsible and held liable for maintaining, whether or not any improvements have been made thereon, the condition of his/its lot(s), including but in no way limited to, clearing of any trash

or litter, having the grass cut to a reasonable length and keeping the property in a general state of repair so as not to disturb or aesthetically offend the character of the surrounding lots. If a lot owner fails to comply with this condition within ten (10) days after written notice to the last known address of such lot owner, the Developer may perform such maintenance and recover the cost thereof from the lot owner, including reasonable collection and attorney's fees.

11. No commercial use shall be made of any lot except a discreet and incidental home occupation conforming to all applicable provisions of the zoning law having jurisdiction. No lot may be used for incidental or principal outdoor storage, maintenance or repair of any equipment used in the conduct of a business elsewhere.
12. Perpetual easements for utility and drainage are reserved as shown on the Final Plat. No owner shall, within any such easement areas or at other locations whether within or without designated areas, place or permit any structures, fencing, plants or other materials which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage. Further, no owner shall install any improvements or modify any existing grades in such a manner as would impair the positive natural flow of water from or onto the owner's lot. The owner / owners of lots containing private drainage easements shall be responsible for routine maintenance of the ditch including but not limited to mowing, maintaining the flow carrying capacity, stability and control of erosion. Said private drainage easements are non-buildable areas.
13. Each lot owner is prohibited from obstructing the free flow of water drainage, or diverting or changing such drainage in any manner which may result in damage to any other lot owner.
14. It shall be the sole responsibility of the lot owner or owner's agents, employees, contractors, sub-contractors, or assignees to determine if erosion control measures including, but not limited to, silt fencing may be required to comply with all local, state and federal ordinances, laws, rules and regulations. If such erosion control measures are required then, in that event, it shall be the sole responsibility of the lot owner, or its agents or contractors to take all steps necessary to insure that all erosion control measures are fully complied with and maintained prior to, during and after construction of the referenced property.
15. The lot owner shall establish and maintain a sodded side ditch along all public right-of-ways to the satisfaction of the Developer and Fayette County officials.
16. All driveways shall be of a concrete surface.
17. No fences shall be erected on any lot other than brick, wrought iron, wooden or white plastic (PVC) fencing without the prior written approval of the Developer. Said brick, wrought iron, wooden or white plastic (PVC) fencing shall not exceed six feet in height, and no fence shall be either constructed or maintained between the front of any dwelling and the street without the prior written approval of the Developer.
18. No commercial sign of any kind or in any form shall be located on any lot or in the street right-of-way, except a single sign not larger than six (6) square feet advertising real estate for sale or rent. The Developer reserves the right to place such signs, billboards, posters, and other advertising devices as it deems appropriate within the subdivision in accordance with Fayette County Zoning Regulations, until all lots in the subdivision have been sold by said Developer.
19. No building material of any kind or character shall be placed or stored upon any lots until the owner is ready to commence construction. Building materials shall not be placed or stored in the street right-of-way.
20. No noxious or offensive trade or activity shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
21. No manufactured home, mobile home, modular home, or similar structure shall be erected or placed on any lot, either as a dwelling or for any other purpose, whether temporary or permanent, provided that this covenant shall not prohibit a small construction trailer placed by a builder during his construction of a dwelling and provided that this covenant shall not prohibit the Developer from placing a construction trailer on a lot for the purpose of a temporary sales and information office.
22. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
23. All exterior television or radio antennas shall be screened from the view of the street. Satellite dishes in excess of eighteen (18") inches in diameter are prohibited.

24. The front and side yards of each lot shall be solid (block) sodded and the rear yard shall be sprigged at a minimum prior to occupancy of a residence.
25. No outside clotheslines or other apparatus for the drying of clothes shall be permitted.
26. No recreational nor commercial vehicles including, but not limited to, boats, boat trailers, house trailers, camping trailers, motor homes, or hobby vehicles shall be placed upon any lot unless stored in an enclosed garage or outbuilding with doors which, when closed, will screen the interior from public view.
27. Headwalls shall be required for all drive culverts. Headwall designs, driveway entrance structures, and mailboxes, shall not be erected or constructed without the Developers prior written approval of its location, height, appearance, textures, and materials. Mailboxes shall be made of ornamental iron.
28. No vegetable garden on any lot shall be located nearer to the street than the rear building line of the dwelling.
29. All swimming pools must be sunken in the ground. No above ground pools will be permitted.

Woodsedge Development, LLC

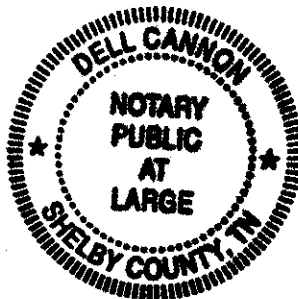

 Greg Bridgers

State of Tennessee-County of Shelby

On this 14th day of November, 2005, before me personally appeared Greg Bridgers, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public: Dell Cannon

My Commission Expires: 6-12-2007



BK/PG:D806/939-942

05010372

4 PGS : AL - RESTRICTIVE COVENANTS	
ED BATCH: 17706	
11/16/2005 - 10:10 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DF FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, FAYETTE COUNTY

EDWARD PATTAT
 REGISTER OF DEEDS

G P WILLIAMS JR.
etux JANNIE B WILLIAMS
BOOK 306, PAGE 404
(ZONED: R-1)

LOT LINE TABLES ROAD CENTERLINE TABLES

CURVE TABLE			
CHORD	RADIUS	DELTA	CHORD BRNG
C1	124.46	62.23	112.50
C2	124.46	62.23	112.50
C3	124.46	62.23	112.50
C4	124.46	62.23	112.50
C5	124.46	62.23	112.50
C6	124.46	62.23	112.50
C7	124.46	62.23	112.50
C8	124.46	62.23	112.50
C9	124.46	62.23	112.50

PROPERTY LINE TABLE			
LINE	LENGTH	BEARING	AREA
L1	100.00	S00°00'00"E	100.00
L2	100.00	S00°00'00"E	100.00
L3	100.00	S00°00'00"E	100.00
L4	100.00	S00°00'00"E	100.00
L5	100.00	S00°00'00"E	100.00

LOT LINE TABLES			
CHORD	RADIUS	DELTA	CHORD BRNG
C1	124.46	62.23	112.50
C2	124.46	62.23	112.50
C3	124.46	62.23	112.50
C4	124.46	62.23	112.50
C5	124.46	62.23	112.50
C6	124.46	62.23	112.50
C7	124.46	62.23	112.50
C8	124.46	62.23	112.50
C9	124.46	62.23	112.50

CERTIFICATE OF OWNERSHIP & DEDICATION
I, the undersigned, being the owner of the property shown and described hereon as indicated in Book Number 0721, Page 933, Fayette County Register's Office, and that we hereby certify that the names of the owners of the property shown on this plat are correct and that the names of the owners of the property shown on this plat are correct and that the names of the owners of the property shown on this plat are correct.

CERTIFICATE OF SURVEY ACCURACY
I, the undersigned, being the owner of the property shown and described hereon as indicated in Book Number 0721, Page 933, Fayette County Register's Office, and that we hereby certify that the names of the owners of the property shown on this plat are correct and that the names of the owners of the property shown on this plat are correct and that the names of the owners of the property shown on this plat are correct.

CERTIFICATE OF THE FAYETTE COUNTY PROPERTY ASSESSOR:
I hereby certify that I am in receipt of a copy of this subdivision plat as required by Fayette County Private Act 91-1972, Chapter No. 284.

CERTIFICATE OF APPROVAL FOR ROAD NAMES
I, the undersigned, being the owner of the property shown and described hereon as indicated in Book Number 0721, Page 933, Fayette County Register's Office, and that we hereby certify that the names of the owners of the property shown on this plat are correct and that the names of the owners of the property shown on this plat are correct and that the names of the owners of the property shown on this plat are correct.

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown herein has been found to comply with the Fayette County Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission, and that the plat has been approved for recording in the Office of the County Register.

CERTIFICATE OF APPROVAL OF ROADS AND ROADWAY DRAINAGE
I, the undersigned, being the owner of the property shown and described hereon as indicated in Book Number 0721, Page 933, Fayette County Register's Office, and that we hereby certify that the names of the owners of the property shown on this plat are correct and that the names of the owners of the property shown on this plat are correct and that the names of the owners of the property shown on this plat are correct.

CERTIFICATE OF APPROVAL OF ON-SITE SEWAGE DISPOSAL SYSTEMS
Approval is hereby granted for Lots 102 thru 140 of Woodsege Subdivision, Phase 6, Fayette County, Tennessee, as being suitable for subsurface sewage disposal (SSD) with the listed or attached restrictions.

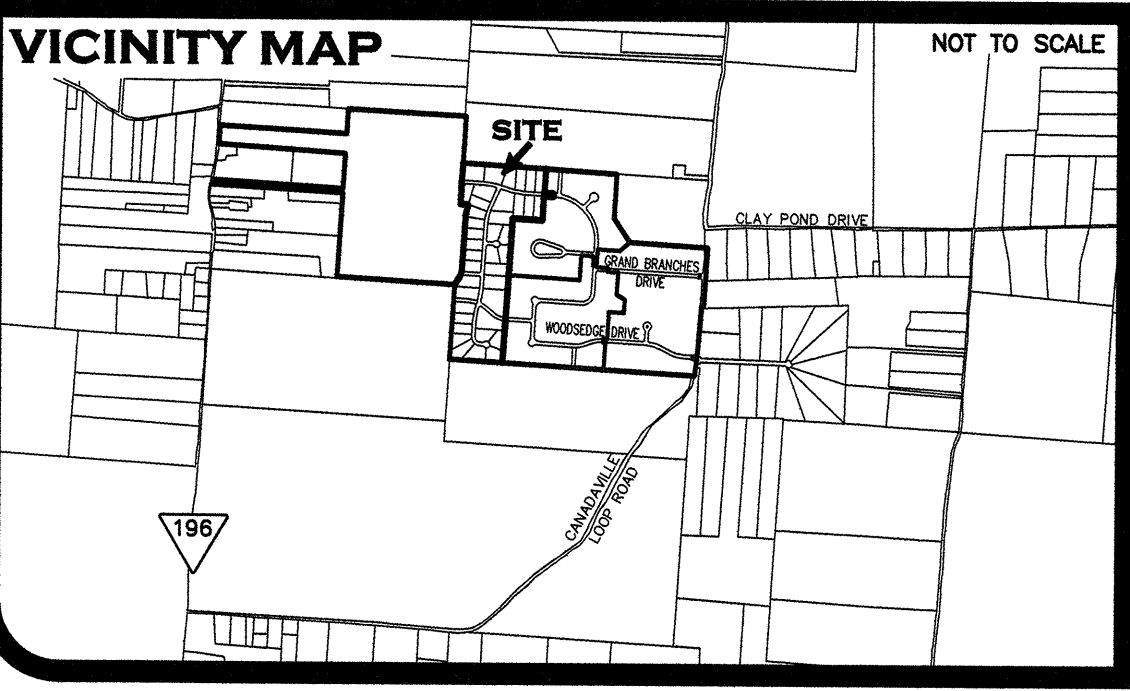
DRAIN ESMT. TABLE

LINE	LENGTH	BEARING
L1	15.00	N00°00'00"E
L2	20.00	N89°57'33"E
L3	15.00	S00°00'00"E
L4	15.00	S00°00'00"E
L5	15.00	S00°00'00"E
L6	20.00	N89°57'33"W
L7	15.00	N00°00'00"W
L8	12.00	S89°57'33"E
L9	5.79	S09°00'28"W
L10	11.48	S09°00'28"W
L11	5.00	N00°00'00"E
L12	13.74	S89°57'33"E
L13	20.00	S22°20'38"W
L14	5.45	N67°39'24"W
L15	14.22	N22°20'38"E
L16	14.48	S67°39'24"E
L17	17.81	N82°44'09"E
L18	13.81	S07°15'55"E
L19	12.03	N07°15'55"W

- NOTES:**
- Plat prepared for Greg Bridgers with Woodsege Development, LLC.
 - Bearings are relative to the north line of this phase having an assumed bearing of north 89 degrees 57 minutes 33 seconds east as shown hereon.
 - This property is not located in a Special Flood Hazard Area per Flood Insurance Rate Map, Community Panel No. 470352 0095 B, Effective Date July 5, 1983.
 - This plat was prepared from survey of the property by Ollar Surveying Company dated May 21, 1997.
 - A fifteen (15) foot utility/drainage easement is established along the side and rear lot lines of each lot and along all dedicated right-of-ways as shown hereon.
 - Minimum building setbacks are as follows:
 - Eighty (80) feet from the centerline of all dedicated roads and the Reserve for Future Road for both principle and accessory buildings except as shown hereon.
 - Fifteen (15) feet from all side and rear lot lines for both principle and accessory buildings, except as shown on the rear lot lines of Lots 117-125 and Lots 135-140 where it is Thirty (30) feet.
 - Underground electric, cable, gas and telephone to be installed throughout the development based on the appropriate utility authority specifications.
 - Set metal fence post with metal tag on all property corners.
 - Declaration of Protective Covenants and Restrictions for Woodsege, Phase 6 recorded in Book 0805, Page 438.
 - It is the responsibility of the developer to ensure that rollback taxes are paid.
 - There is hereby dedicated a 55 foot construction slope easement along the north side of lot 123 and the south side of lot 124 as shown hereon.
 - There is hereby dedicated along the north line of Lots 136-140 a 15 foot wide master drain easement.
 - Owner/Subdivider: Woodsege Development, LLC, 1220 Big Orange Road, Cordova, TN 38018.

WOODSEGE SUBDIVISION
PHASE IV
P.B. 7, Pg. 59
(ZONED: R-3)

FINAL PLAT
WOODSEGE SUBDIVISION
PHASE VI
FAYETTE COUNTY, TENNESSEE
CIVIL DISTRICT NO. 9
MAP NO. 122, PARCEL NO. 15
BOOK D721, PAGE 933
39 LOTS - ZONED: R-3 - TOTAL: 56.377 ACRES
SCALE: 1" = 100' DATE: DECEMBER 12, 2005



LEGEND:

ESMT	EASEMENT
BLDG	BUILDING
TYP	TYPICAL
CURVE	CURVE
LINE	LINE
MIN.	MINIMUM
FIN.	FINISH FLOOR
ELEV	ELEVATION
OS	OWNER OPEN SPACE
R.O.W.	RIGHT-OF-WAY
LF	LINEAR FOOT

06000074
BK/Pg: 8/127-127