

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. Invalidity 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

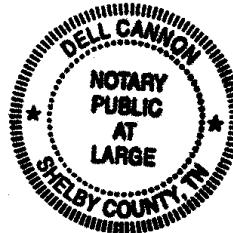

 Greg Bridgers

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

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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
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, FAYETTE COUNTY

EDWARD PATTAT
 REGISTER OF DEEDS