

This Instrument Prepared By:
Atwood, Moore & French Attorneys At Law
320 West Main St., Suite 105
Murfreesboro, Tennessee 37130

029801

RESTRICTIVE COVENANTS

RIVER DOWNS, SECTION II, PHASE I

11th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

C & M Enterprises, Inc. and Clayton J. Bryant and wife, Phyllis Bryant and Michael C. Bryant and wife, Thelma Bryant, being the owners in fee simple of the real estate that has been subdivided and named River Downs, Section II, Phase I, according to survey and plat of same made by Huddleston-Steele Engineering, Inc., Civil Engineers, which plat is of record in Plat Book 21, page 194, of the Register's Office of Rutherford County, Tennessee, and which plat is 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 River Downs, Section II, Phase I, its successors and assigns, as follows:

LOT USAGE

1. 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 lot shall be designed, constructed or used for more than one family. No group or congregate living shall be allowed in single family residences.
2. 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 one lot. A slight variance in the property lines may be made by adjacent owners but not for the purpose of subdividing into more lots.
3. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be constructed, reconstructed or kept on any lot which may constitute an annoyance or nuisance to the neighborhood.
4. Electric service in the public right-of-ways shall be overhead; however, electric service from the overhead poles to the house or other improvements on the lot shall be buried underground.
5. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, domestic cats, or other household domestic pets may be kept, provided that they are not kept

for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose.

6. No mobile homes, trailers, basement house, tent, garage, barn, or other outbuilding shall be erected or moved on any lot and used as either a temporary or permanent residence.

7. The developers of this subdivision, or their assigns, or the Architectural Review Committee, or its designees, reserve the right to enter upon any lot for the purpose of cutting grass, trimming trees, and shrubs or generally cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien on the lot.

8. No sign of any kind shall be displayed on any lot except one non-illuminated sign of not more than four square feet advertising the property for sale or rent.

9. Satellite dishes or any other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation will be permitted subject to the approval of the location of such satellite dishes by the Architectural Review Committee.

10. All yard areas and landscape easements must be maintained in a neat and orderly fashion.

11. Each owner of any lot in the development, or any other party having an interest in any portion of the development, expressly agrees that no duty or obligation is imposed upon the developers to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall developers be subject to any liability of any kind or asserting that developers failed to enforce the same.

LOT IMPROVEMENTS

12. The minimum square feet of living area in one-story dwellings shall be 1,800 square feet; provided, however, there must be a two-car attached garage under roof.

One and one-half (1-1/2) story, two (2) story or split level dwellings shall contain a minimum of 1800 square feet of living area; provided, however, there must be an attached two-car garage under roof and further provided, the minimum ground floor living area shall contain 1200 square feet. Single story residences shall have a

minimum roof pitch of 8:12 and one and one-half story residences and two story residences shall have a minimum pitch of 6:12.

13. Dwellings must be at least 75% brick, stucco, or drivot exterior finish with said masonry extending to grade level. All garage doors must be of the highest aesthetic quality and design and the owner shall be required to install and maintain an operational garage door opener, and all garage doors shall remain closed, except for actual ingress or egress therein. There shall be no detached garages or other accessory buildings constructed or located on the premises without written approval from the Architectural Review Committee (other than one dog house if same receives unanimous approval of the committee).

14. Any structure which is preassembled or already constructed and which a lot owner desires to move onto a lot covered by these restrictions must receive the prior unanimous approval of the Architectural Review Committee (sometimes hereinafter and the hereinabove referred to as "the Committee"), which approval may be withheld on the subjective grounds that the structure does not conform to the character and general atmosphere of the subdivision, even though said structure may meet all minimum square footage and other requirements.

15. A. No building shall be constructed or maintained on any lot i) in any reserved drainage, utility, or landscape easement area; or ii) closer to the street than the setback line as shown on the recorded plat, unless authorized by the Architectural Review Committee and Board of Zoning Appeals where applicable. Once construction has commenced, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site.

16. No chain link fences shall be permitted. The only fences which shall be permitted on lots shall be those erected with the express prior written approval of the Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. The Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and landowners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Review

Committee. On all lots except corner lots, no fence shall be permitted between the front of the building or setback line and the street. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, provided such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. On all corner lots, no fence shall be permitted between either building or setback line and either street. In the event a landowner incorporates any utility, landscape or drainage easement shown on the recorded plat of River Downs, Section II, Phase I, within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage on or other use of said easement.

17. All driveway entrances from the street to each lot shall conform to the following standards: The entrances from the street to each lot shall be sixteen (16) feet in width with concrete apron running back three (3) feet from the entrance at street and tapering back to no less than twelve (12) feet in width to garage entry. The driveway including any turn around area must be constructed of concrete. A temporary gravel drive may be constructed from the street to the side of the proposed dwelling before or at the time construction of said dwelling is commenced. The driveway entrance shall have brick headwalls with a minimum of 8" and a maximum of 12" in height measured from the surface of the driveway.

18. No dwelling shall be constructed on any lot closer than ten (10) feet to either side of lot line.

19. All dwellings constructed on any lot shall have a full masonry foundation.

20. Swimming pools must be no nearer than fifteen (15) feet to any lot line and must be located to the rear, side or enclosed within the main dwelling. All swimming pools shall be fenced for safety and must be of inground construction type.

21. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or place on any lot. All equipment, coolers, and garbage cans shall be walled or otherwise suitably screened, to conceal the same from the view of the neighboring lots, roads, streets, and open areas.

22. All exterior chimneys shall be of brick, stucco, or drivot.

23. Any outbuildings shall have the same exterior material as the principal dwelling. That means if the house is brick, then the outbuilding has to be brick.

24. No lot owner may construct or place any dwelling, outbuilding, clothes line, satellite dish, fence or any other structure, pen or enclosure, (specifically excluding basketball goals, as long as the goal is placed in the backyard only), on the lot owner's property without the prior written approval by the Architectural Review Committee of the elevation or exterior design, colors, location, and building material. It is the intent of these restrictions that this committee shall ensure a uniform, aesthetically pleasing subdivision without the utilization of garish colors or architectural designs. The Architectural Review Committee is empowered to waive provision of these restrictions for good cause shown; provided, however, that this power shall not extend to reducing the minimum square footage as specified in paragraph 12 hereof.

ARCHITECTURAL REVIEW COMMITTEE

25. There is hereby appointed an Architectural Review Committee to be comprised of four (4) individuals. The initial committee shall be composed of Mary Young Butler, Charles F. Butler, C. J. Bryant and Mike Bryant. Each Committee member shall serve a three (3) year term, with the initial terms expiring on the following dates: Mary Young Butler and Charles F. Butler (June 2002) and C. J. Bryant and Mike Bryant (June 2002). As each member's term expires, or if a member resigns or leaves the subdivision, a new committee member shall be chosen by the remaining members to serve a three (3) year term or complete the present term. No member shall serve more than two full successive terms. All members other than those above named must own, in their own name or jointly with their spouse, a subdivided lot in River Downs Subdivision, regardless of the section.

26. The operation, care, beautification, upkeep and landscape maintenance of the dedicated entrance areas, walls and fences of the subdivision are initially charged to and the responsibility of the Architectural Review Committee. The Architectural Review Committee is hereby specifically authorized to charge and collect a maintenance fee from all lot owners in order to pay the expenses of said operation,

care, beautification, upkeep and maintenance. This maintenance fee as charged shall be the same amount for each lot in Section II, Phase I, regardless of size or sales price. The Architectural Review Committee shall have the right to attach a lien to the lot for failure of maintenance fee payments.

27. It is expressly covenanted and agreed that the Architectural Review Committee shall have the jurisdiction and authority to determine the existence of noxious or offensive operations or an annoyance or nuisance, but only after an opportunity for a hearing before the Committee is given for the persons or individuals charged with conducting a noxious or offensive operation or an annoyance or nuisance to the neighborhood. All lot owners shall be notified of the time and place of the hearing and will be allowed an opportunity to express their opinion. Refusal to abide by the decision of the Committee shall be deemed a breach of these covenants and shall authorize any lot owner or the Committee to proceed in a court of competent jurisdiction to obtain such protective orders and damages as are appropriate under the circumstances then and there existing.

28. The members of the Architectural Review Committee shall not be liable for any mistake of judgment, negligence, or otherwise, except for their individual and willful misconduct or bad faith. The members of the Architectural Review Committee shall not receive any compensation for their services thereon.

EASEMENTS

29. A perpetual easement is reserved on each lot five (5) feet in width contiguous and parallel to each side lot line and twenty (20) feet contiguous and parallel to each rear lot line for the construction and maintenance of utilities, such as drainage, electricity, gas, water main, sewage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

30. It is understood and agreed that all easements granted herein, or by deed, or identified in the recorded plat of River Downs, Section II, Phase I, may be used to service additional subdivision sections within all sections of River Downs.

TERMINATION, EXPIRATION, & AMENDMENT

31. 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 continue in full force and effect and shall not be otherwise affected thereof.

32. The above covenants running with the land shall expire thirty (30) years from the date of the recording of this instrument; but shall be deemed automatically renewed for an additional fifteen (15) years unless over fifty (50%) percent of the lot holders in this Section II, Phase I agree in writing that the automatic renewal shall not occur.

33. These restrictions may be amended at any time by 51% of all Section II, Phase I, lot owners if a unanimous recommendation for the proposed amendment is made by the Architectural Committee, or 75% of all Section II, Phase I lot owners otherwise.

IN WITNESS WHEREOF, the said C & M Enterprises, Inc. and Bryant Construction Co., Inc. have caused this instrument to be executed on this the 9th day of July, 1999.

C & M ENTERPRISES, INC., a
Tennessee corporation

By: Charles F. Butler
Charles F. Butler, President

By: Mary Young Butler
Mary Young Butler, Secretary

Clayton J. Bryant
Clayton J. Bryant

Michael C. Bryant
Michael C. Bryant

Phyllis Bryant
Phyllis Bryant

Thelma Bryant
Thelma Bryant

STATE OF TENNESSEE

56

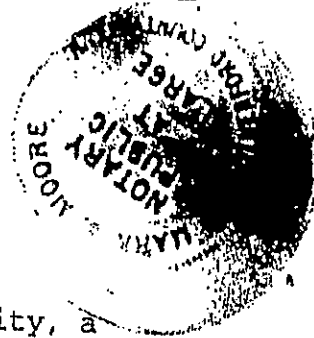
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named CHARLES F. BUTLER and MARY YOUNG BUTLER, respectively, with whom I am personally acquainted and who acknowledged that they are the President and Secretary of the maker or a constituent of the maker and are authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND and official seal at my office in Murfreesboro, Tennessee, this the 9th day of July, 1999.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-11-2003



STATE OF TENNESSEE

COUNTY OF RUTHERFORD

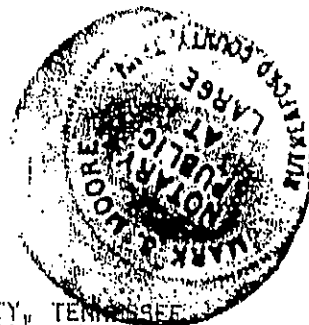
Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named Clayton J. Bryant and wife, Phyllis Bryant and Michael C. Bryant and wife, Thelma Bryant, respectively, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at my office in Murfreesboro, Tennessee, this the 9th day of July, 1999.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-11-2003

(rcovg&m.rel)



RUTHERFORD COUNTY, TENNESSEE
Received for recording the 13 day
of JUL, 1999 at 9:05 AM
Notebook 54 page 257
REC. FEE \$ 32.00 RECH177687-002
STATE TAX \$ LINDA McHENRY
REG. FEE \$ Deputy Register
COMP. FEE \$ 2.00
RECORDED IN BOOK 655 Page 49
JENNIFER M. GERHART, REGISTER