

Prepared By:
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Nash - Tenn
37215

RESTRICTIONS

HAYWOOD FOREST

BOOK 5120 PAGE 742

FIFTH CIVIL DISTRICT

DAVIDSON COUNTY, TENNESSEE

The following restrictive covenants in their entirety shall apply to HAYWOOD FOREST SUBDIVISION, being of record in Book 5050, page 50, Register's Office for Davidson County, Tennessee.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family or duplex-dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 11 hereof.
3. DWELLING COST, QUALITY AND SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1050 square feet for a one-story and 1400 square feet for a duplex, nor less than 1200 square feet for a dwelling of more than one story. All buildings or structures of any kind constructed on any lot in this Subdivision shall have full masonry foundations and shall have brick or stone to grade on all foundations exposed on exterior of buildings or structures. The exposed part of foundations may be solid concrete or stucco on block.
4. BUILDING LOCATION. No building shall be located nearer than five (5) feet to an interior lot line and a total of at least sixteen (16) feet both side yards. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten (10) feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area

of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. RECREATIONAL VEHICLES. Boats, trailers, campers, all recreational vehicles, etc., shall not be parked on the property, except in the back yard of a house at any time.

9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. SLOPE CONTROL AREAS. Slope control areas are reserved as shown on the plan and as shown on the drainage easements and as shown on the recorded subdivision plat. Within these slope control areas, no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. MEMBERSHIP. The Architectural Control Committee is composed of George Hicks, Jim Gillespie and John M. Grissim. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

12. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

13. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants 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 to change said covenants in whole or in part.

14. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the 22nd day of February, 1977.

George T. Hicks
George T. Hicks

Jim D. Gillespie
Jim D. Gillespie

State of Tennessee
County of Davidson

Before me, J. Allen Kennedy Jr., a Notary Public in and for said County and State, personally appeared George T. Hicks and Jim D. Gillespie, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of FEB, 1977.

J. Allen Kennedy Jr.
Notary Public

My Commission Expires AUGUST 8, 1977

My commission expires: _____



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INDEX REFERENCE
MAR 3 3 17 PM '77
FEB 22 1977

*Prepared by John A. ...
Wash. Trust Bldg*

BOOK 5480 PAGE 13

RESTRICTIONS

HAYWOOD FOREST

SECTION 2

FIFTH CIVIL DISTRICT

DAVIDSON COUNTY, TENNESSEE

The following restrictive covenants in their entirety shall apply to HAYWOOD FOREST SUBDIVISION, Section 2, being of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family or duplex dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraph 11 hereof.

3. DWELLING COST, QUALITY AND SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story and 1250 square feet for a duplex, nor less than 1200 square feet for a dwelling more than one story. All buildings or structures of any kind constructed on any lot in this Subdivision shall have full masonry foundations.

4. BUILDING LOCATION. No building shall be located nearer than five (5) feet to an interior lot line and a total of at least sixteen (16) feet both side yards. No dwelling shall be located on any interior lot nearer than twenty (20) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. RECREATIONAL VEHICLES. Boats, trailers, campers, all recreational vehicles, etc., shall not be parked on the property, except in the back yard of a house at any time.

9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

10. SLOPE CONTROL AREAS. Slope control areas are reserved as shown on the plan and as shown on the drainage easements and as shown on the recorded subdivision plat. Within these slope control areas, no structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. MEMBERSHIP. The Architectural Control Committee is composed of George Hicks, Jim Gillespie and John M. Grissim. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

12. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with fully.

13. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants 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 to change said covenants in whole or in part.

14. ENFORCEMENT. Enforcement shall be by proceedings at law, or in equity against any person or persons violating or

attempting to violate any covenant either to restrain violation or to recover damages.

15. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the 8th day of July, 1979.

George T. Hicks
GEORGE T. HICKS

James D. Gillespie
JAMES D. GILLESPIE

STATE OF TENNESSEE

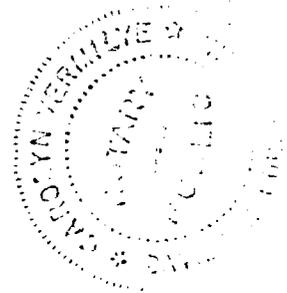
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George T. Hicks and James D. Gillespie, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 8th day of July, 1979.

Robert M. Swinney
Notary Public

My commission expires: _____ 07, 1982



AUG 10 9 29 AM '79
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE

*uphill
low*

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