

013299

RESTRICTIVE COVENANTS APPLYING TO
SUGARTREE

We, the undersigned, SUGARTREE VENTURES, being the owners in fee simple of that parcel of real estate situated in the 9th Civil District of Rutherford County, Tennessee, and which property has been subdivided and designated as "SUGARTREE" according to survey and plat of same appearing of record in Plat Book 13, page 354, of the Register's Office of Rutherford County, Tennessee, and made a part hereof by reference. Each and every one of the following covenants shall be binding and obligatory upon the present and all succeeding owners of said tract or parcel of land, or any part thereof, as hereinafter set forth.

1. No lot shall be used except for residential purposes. No structure shall be erected on any lot other than a detached single family dwelling, duplex or split level, as hereinafter mentioned, and not to exceed two stories in height, and the garage, if desired, shall be attached, semi-detached, detached, carport, or garage in basement.

2. No building shall be erected on any lot fronting less than the prescribed building set back line as shown on the above mentioned recorded plat, with said setback requirement being from the street line to the main wall of said building, excluding any stoop, overhang, porch, door sill or other projection.

3. No objectionable or offensive trade or business of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

4. No structure shall be erected on any lot without being connected with the water main and providing all sanitary facilities prescribed by the Rutherford County Health Department

5. No dwelling shall be erected on any lot having a ground floor living square feet area of less than 1,150 square feet for a one-story dwelling, nor less than 1400 square feet for a two-story dwelling or split-level dwelling, excluding porches, garages, carports, terrance and breezeways.

For Revised Restrictions Applying to Sugartree, Section I & II, see Deed Book 469, page 423.

6. No preassembled structure may be moved onto any lot (excluding accessory buildings).

7. No trailer, mobile home, basement or garage placed on or erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any residence of a temporary character be permitted.

8. In no event shall any asbestos siding be used as an exterior finish of any residence and garage or carport constructed or erected on any lot in this Subdivision.

9. A perpetual easement or right-of-way for underground installation and maintenance of telephone lines, or cables, under the rear five (5) feet of each lot is reserved in the grantors on all lots, and a perpetual easement or right-of-way of five (5) feet in width along all interior and rear lot lines for drainage and public utility easements (either above or below ground), unless the recorded plat shows a greater width, in which event the greater width shall apply.

10. Plans are subject to be approved by any three of the owners of this development.

11. 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 twenty-five (25) 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 60% of the then owners of the lots has been recorded agreeing to change the said covenants in whole or in part.

WITNESS OUR HANDS, this the 27th day of June, 1991.

H. Allen Jones
H. Allen Jones

Robert E. Francis
Robert E. Francis

I, Bart Yeargan, Register of Rutherford County, do certify that the foregoing instrument is registered in said office in book 464 page 283 that it was received June 27, 1991 at 3:51 o'clock P M and entered in notebook 40 page 90
Bart Yeargan, Reg. Lori Dierbach Deputy

STATE OF TENNESSEE
RUTHERFORD COUNTY

RECORDING FEE 8.00
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 8.00
RECEIPT NO. 22329

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and State, the within named ROBERT E. FRANCIS and H. ALLEN JONES, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal on this, the 27th day of June, 1991.

283

Lori Dierbach
Notary Public

My commission expires 13 Feb 1995

020215
STATE OF TENNESSEE

RUTHERFORD COUNTY

PREPARED BY:

H. ALLEN JONES
Tulip Hill, Route 6
Murfreesboro, TN 37130

REVISED RESTRICTIVE COVENANTS APPLYING TO
SUGARTREE SECTION I & II

We, the undersigned, SUGARTREE VENTURES, being the owners in fee simple of that parcel of real estate situated in the 9th Civil District of Rutherford County, Tennessee, and which property has been subdivided and designated as "SUGARTREE" Section I & II according to survey and plat of same appearing of record in Plat Book 13, page 354 and Plat Book 14, page 108, of the Register's Office of Rutherford County, Tennessee, and made a part hereof by reference. Each and every one of the following covenants shall be binding and obligatory upon the present and all succeeding owners of said tract or parcel of land, or any part thereof, as hereinafter set forth.

1. No lot shall be used except for residential purposes. No structure shall be erected on any lot other than a detached single family dwelling or split level, as hereinafter mentioned, and not to exceed two stories in height, and the garage, if desired, shall be attached, semi-detached, detached, carport, or garage in basement.

2. No building shall be erected on any lot fronting less than the prescribed building set back line as shown on the above mentioned recorded plat, with said setback requirement being from the street line to the main wall of said building, excluding any stoop, overhang, porch, door sill or other projection.

3. No objectionable or offensive trade or business of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

4. No structure shall be erected on any lot without being connected with the water main and providing all sanitary facilities prescribed by the Rutherford County Health Department.

5. No dwelling shall be erected on any lot having a ground floor living square feet area of less than 1150 square feet for a one-story dwelling, nor less than 1400 square feet for a two-story dwelling or split-level dwelling, excluding porches, garages, carports, terrance and breezways.

6. No two story dwelling shall have less than 800 square feet on ground floor excluding garage with a minimum of 1200 square feet total. Any two story dwelling with less than 1400 square feet must have an attached garage.

7. No preassembled structure may be moved onto any lot (excluding accessory building).

8. No trailer, mobile home, basement or garage placed on or erected on any lot shall at any time be used as a residence either temporarily or permanently, nor shall any residence of a temporary character be permitted.

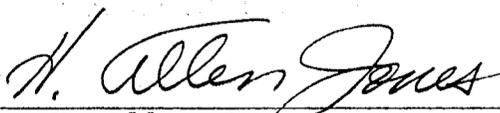
9. In no event shall any asbestos siding be used as an exterior finish of any residence and garage or carport constructed or erected on any lot in this Subdivision.

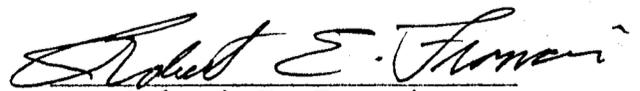
10. A perpetual easement or right-of-way for underground installation and maintenance of telephone lines, or cables, under the rear five (5) feet of each lot is reserved in the grantors on all lots, and a perpetual easement or right-of-way of five (5) feet in width along all interior and rear lot lines for drainage and public utility easements (either above or below ground), unless the recorded plat shows a greater width, in which event the greater width shall apply.

11. Plans are subject to be approved by any three of the owners of this development.

12. 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 twenty-five (25) 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 60% of the then owners of the lots has been recorded agreeing to change the said covenants in whole or in part.

WITNESS OUR HANDS, this the 23 day of SEPT., 1991.

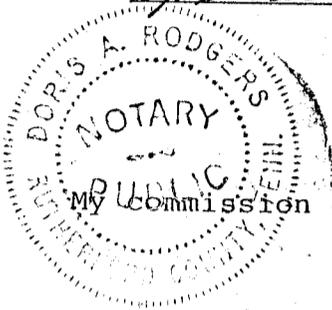

H. Allen Jones


Robert E. Francis

STATE OF TENNESSEE
RUTHERFORD COUNTY

Personally appeared before me, the undersigned authority, a Notary Public in the said county and State, the within named ROBERT E. FRANCIS and H. ALLEN JONES, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal on this, the 23rd day of September, 1991.



Doris A. Rodgers
Notary Public

My commission expires 13 Feb. 1995

RECORDING FEE 12.00
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 12.00
RECEIPT NO. 29385

BART YEARGAN, REGISTER RUTHERFORD COUNTY, TENNESSEE	
Received	<u>Sept 23</u> 19 <u>91</u>
Time	<u>3:45 P.</u> M.
Notebook	<u>40</u> Page <u>254</u>
Deed	BOOK <u>469</u> PAGE <u>423</u>
Deputy	<u>Delipre O'Leary</u>