

PROTECTIVE COVENANTS OF RESTRICTION
APPLICABLE TO INGLEWOOD ACRES
SUB-DIVISION TO TULLAHOMA, 7th
CIVIL DISTRICT OF
FRANKLIN COUNTY, TENNESSEE

PART A.

Comes ORAN J. FRITTS and wife, ROSE L. FRITTS, whose signatures appear at the foot of this instrument and who declare that they are the sole owners of all the lots of Inglewood Acres Sub-Division, to Tullahoma, Tennessee, located in the 7th Civil District of Franklin County, Tennessee, and according to a map or plat thereof recorded in Deed Book 97, Page 330, Register's Office, Franklin County, Tennessee, and in the interest of promoting an exclusive residential community of homes of good character, do establish the following Protective Covenants of Restriction on the lots of said Sub-Division.

PART B. GENERAL PROVISIONS.

B-1. Term. These covenants are to run with the land and shall be binding on all subsequent owners and all parties and persons claiming under the present owners for a period of twenty years from the date this instrument is recorded, after which time said covenants shall be automatically extended for successive periods of five 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. These covenants of restriction may be changed or modified at any time by the majority of the then owners of the lots in said Sub-Division, which change or modification will be recorded in the Register's Office of Coffee County, Tennessee.

B-2. 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 for violation.

PART C. BUILDING RESTRICTIONS.

C-1. Building Type. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height and a private garage for each single family unit of not more than 2 car size and opening must be in rear or side and not facing the street.

C-2. Dwelling Cost, Quality and Construction and Size. No dwelling shall be permitted on any lot in this Sub-Division at a cost less than \$12,000.00 (not including the cost of the lot), for each single family dwelling, based upon cost levels prevailing on the date these covenants are recorded, its being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost herein stated for the minimum permitted

*See Amendment in Deed Book 183, page 649. Ch. 1-28-80
See Amendment in Deed Book 105, page 79. J.R.S.H. 10-21-63*

dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than \$1,200 square feet for a one story dwelling, nor less than 800 square feet on the first floor for a dwelling of more than one story.

C-3. Building Location. No dwelling shall be located on any lot nearer than 45 feet from the front lot line or side street line on Inglewood Circle, and 25 feet on Woodside Court Street line except on lots 10, 13 and 14 on the cul-de-sac of Woodside Court where the set back shall be 15 feet, as shown on plat. No building shall set nearer than 15 feet from side lot lines or 10 feet from rear lot lines.

C-4. Lot Area and Re-subdividing. No building lot shall contain less than 15,000 square feet, nor shall any lot shown on the recorded sub-division plat be re-subdivided so as to create a smaller lot.

C-5. Easements. A ten foot easement is reserved on the rear of all lots and a five foot easement on interior side lines for utility purposes of electric and telephone lines and other utilities, except as specially noted.

Special Easements:

Lots 1, 2, 3, 4, 5 and 6 -- 15 foot on S 38° 30' E lot lines.

Lots 8, 9, 10, 14, 19 and 20 -- 10 foot along lot lines in drain ditch.

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

C-7. Temporary Structures. No structure of a temporary character, trailer, basement, tenant shack, garage, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

C-8. Sewerage Disposal. No individual sewerage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to, or exceed, the minimum requirements for such systems as prescribed by the State of Tennessee and the City of Tullahoma, and the County Health Department of Franklin County, Tennessee. Each individual property owner must obtain a written permit from the Franklin County Health Department before a sewerage disposal system is constructed and a certificate of approval from the Franklin County Health Department for each sewerage system placed in use in this sub-division.

WITNESS OUR HANDS this 17th day of September, 1959.

Oran J. Pritts

Rose L. Pritts

STATE OF TENNESSEE

COUNTY OF COFFEE

Personally appeared before me, Maynard Tipps, a Notary Public in and for the said County and State, Oran J. Pritts and wife, Rose L. Pritts, the within named bargainors, 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 Tullahoma, Tennessee, this 17th day of September, 1959.

My commission expires Oct. 14, 1962

Maynard Tipps, Notary Public
Coffee County, Tennessee

Maynard Tipps
Notary Public

Received for registration Sept. 18, 1959 at 9:31 A. M.; Entered in Note Book K, Page 202.

*See Amendment in Plat Book 183, page 649. Plat 1-15-81
See Amendment in Plat Book 184, page 126 Plat 1-15-81*

AMENDMENT AND MODIFICATION OF RESTRICTIONS AND
RESTRICTIVE COVENANTS

WHEREAS, on September 17, 1959, restrictive covenants were placed on all of the lots in Inglewood Acres Subdivision to Tullahoma, Tennessee, as shown by a plat of record in Deed Book 97, page 330, Register's Office, Franklin County, Tennessee, and which restrictive covenants are of record in Deed Book 97, page 328; and

WHEREAS, said restrictive covenants recorded in Deed Book 97, page 328, Register's Office, Franklin County, Tennessee, specifically in Item B-1 of Part B thereof, the majority of the owners of the lots can agree to change the covenants of restriction in whole or in part; and

WHEREAS, there is an error in B-1 of Part B of said restrictive covenants wherein said restrictive covenants state that any such "change or modification will be recorded in the Register's Office of Coffee County, Tennessee"; and

WHEREAS, it was the obvious intention that such "change or modification" would be recorded in the Register's Office, Franklin County, Tennessee; and

EVEN THOUGH to correct the said protective covenants of restriction to read "Franklin County, Tennessee" instead of "Coffee County, Tennessee" is not a modification or change, the undersigned feel that such should be corrected substituting the word "Franklin" for "Coffee" in B-1 of Part B of said protective covenants of restriction.

NOW, THEREFORE, we, the undersigned, being the owners of record of more than 50% of the lots in Inglewood Acres Sub-division to Tullahoma, Tennessee, do hereby amend and modify the restrictive covenants pertaining to said sub-division and being of record in Deed Book 97, page 328, Register's Office, Franklin County, Tennessee, in the manner and only to the extent of the manner as set out heretofore in the premises.

WITNESS OUR HANDS this 17 day of October, 1963.

D. Ronald Pitts

Dolores J. Pitts

Arvin J. Pitts

Rose L. Pitts

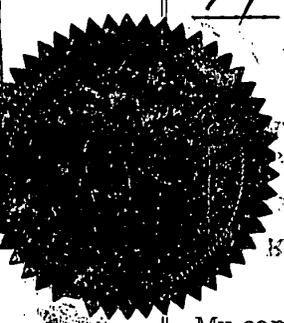
Janice M. Weddington

Edwin D. Weddington

STATE OF TENNESSEE
 COUNTY OF COFFEE

Personally appeared before me, R. C. ROBERTSON, a Notary Public in and for said County and State, the foregoing signers of this instrument who acknowledged that they executed the instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Tullahoma, Tennessee, this 17 day of October, 1963.



R. C. Robertson
 NOTARY PUBLIC

My commission expires Jan. 25, 1967. Office

Received for Registration Oct. 21 1963, at 10:27 o'clock A.M.; Entered in Note Book L, page 134.
R. C. Robertson, Register