

This Instrument Prepared By:  
SANDRA Y. TRAIL, Attorney  
107 North Maple Street  
Murfreesboro, TN 37130

**RESTRICTIVE COVENANTS APPLYING TO**  
**WALKER ESTATES SUBDIVISION, SECTION I**  
**10th CIVIL DISTRICT, WILSON COUNTY, TENNESSEE**

The undersigned, being the owners in fee simple of all the real estate that has been subdivided and named WALKER ESTATES SUBDIVISION, SECTION I, PHASE I and PHASE II, according to plat and survey of record in Plat Book 26, Pages 93 and 94, of the Register's Office of Wilson County, Tennessee, to which plat reference is hereby made and incorporated herein by reference, do hereby agree and bind themselves, their successors and assigns, that the following restrictions, limitations, easements and covenants shall be binding on all purchasers of lots in said subdivision known as "WALKER ESTATES SUBDIVISION, SECTION I, PHASE I and PHASE II", their heirs and assigns, as follows:

1. Residential Use. All lots in this section of the Subdivision shall be used only as single-family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any lot and no business may be conducted on any part thereof, except as specifically reserved herein. All owners, by purchase of a lot in the Subdivision, acknowledge that they will abide by these Restrictive Covenants. No more than one family residence will be constructed on any lot.

2. Minimum Square Footage Living Space. All residences erected in this section of the Subdivision shall have the following minimum required square footage living space:

A. All residences shall have a minimum of 1,200 square feet of living space measured on the exterior of the foundation walls and such space will NOT include any garages, patios, porches or storage space to meet these requirements.

B. All residences shall have a minimum of 700 square feet of living space on the first (main) floor of the residence.

C. All residences shall have a two car garage attached to and made a part of the residence. Each garage shall have sufficient enclosed garage space for any and all family-owned or leased vehicles, and each garage shall contain at least two (2) spaces for said vehicles. Garage doors shall generally be kept in the closed position. No carports will be permitted. A detached garage shall only be permitted in the sole judgment of the Architectural Control Committee. Any detached garage must have an exterior finish matching the exterior finish of the single-family residence. The Architectural Control Committee may waive the requirements of this Section where the topography of the lot makes compliance therewith impractical.

D. All driveways, patios and sidewalks serving the residence and parking areas shall have hard impervious, dustless surfaces of brush finish concrete. A sidewalk bordering the public street shall be installed by the owner and the sidewalk and the aprons of the driveway extending to the side of the sidewalk furthest from the roadway shall be of brush finished concrete, as required by the City of Lebanon. In no event will asphalt be permitted. Driveways may connect to streets at only two (2) points for each lot and such connection shall provide continuity of any

drainage swale or curb and shall blend into the street pavement. No curbside parking areas may be created by extending any portion of street pavement.

A temporary gravel drive may be constructed from the street to the side of the proposed residence before or at the time construction of said residence is commenced.

3. Exterior Finish. The exterior finish of a portion of the front of the residence, as well as the foundation, shall be masonry, which includes brick or stone. The size and rear foundation may be a split face block if builder so chooses.

4. Variance. Unless otherwise provided for herein, in the event the City of Lebanon, or other authorized governmental body, grants a variance to any lot with respect to the distance required between a residence and the front, rear or the side lines of any lot, or to other matters affecting the lot within the authority of said governmental body, no owner shall object to such variance.

5. Drainage. Builders will be responsible for landscaping all areas for drainage. The landscaping herein referred to may consist of seed covered with straw to the drainage areas in order to prevent erosion and to maintain the integrity of all drainage areas. There is hereby dedicated and reserved a 5 foot perpetual drainage easement along all lot lines in addition to the utility and drainage easements as indicated on the recorded plat.

6. Fencing and Shrubs. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations are permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. Signage. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by any builder or Walker Estates, LLC (Developer) to advertise the property during the construction or sales period are allowed and may be up to 32 square feet in size, if permitted by the appropriate governmental authority.

8. Mailboxes. All mailboxes in the Subdivision shall have a uniform appearance and shall be in conformity with regulations of the United States Postal Service. Only mailboxes approved by the Developer shall be installed.

9. Approval of Building Plan. 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 shall 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.

10. Clotheslines and Yard Ornaments. No clothesline or outside drying area shall be located on any lot. Further, no painted or unpainted sculptures or statues, including but not limited to statues depicting animals, human-like figures or plant life, shall be permitted on any lot.

11. Residence Graphics. The size and design of all signs, numbering for the Lot, mailboxes and other such materials shall be approved by the Architectural Control Committee and shall display continuity and conformity throughout the Development. Except in connection with development or sales of property, no signs, billboards, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed for public view on any Lot on the Property without the prior consent of the Architectural Control Committee. If such permission is granted, the Architectural Control Committee reserves the right to restrict size, color, content and location of such sign(s). However, in no event shall any permitted sign exceed three (3) square feet nor shall it be larger than 18" x 24". No sign shall be nailed or attached to any tree. Additionally, the Architectural Control Committee shall have the right to adopt reasonable rules regarding signs to be used during construction of residences and other buildings, such as Owner identification, name of contractor or architect, etc.

12. Membership and Powers of Architectural Control Committee:

A. Membership: The Architectural Control Committee is composed of Steve Harrison and Gary Wisniewski. A majority of the committee may designate a representative to act for them. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor their designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

B. Powers: The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or their designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or if disapproved, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants shall be deemed to have been complied with. The Committee shall have full acquittance for any action it takes hereunder.

13. Nuisance. No noxious or offensive operation, and/or business or trade of any kind, even if allowed by Municipal Zoning, shall be allowed or maintained on any lot or any portion of a lot, and nothing shall be done on any lot which may constitute a nuisance or an unreasonable annoyance to the neighborhood.

14. Buildings and Outside Structures. No trailer, tent, detached garage, storage bin or shed, barn or other outbuilding shall be allowed or maintained on any lot, and no structure, mobile home, manufactured housing, modular home or houseboat shall be moved onto any lot. No boat, except as personal property of the respective owners, shall be stored on any lot. No motor vehicle, except automobiles or trucks with three-quarter (3/4) ton capacity or less, shall be allowed on any lot. The only exceptions to this paragraph will be that a house trailer or field office, a temporary

dumpster for construction debris, and a temporary storage trailer may be used by the builders or their sales organization during the construction of homes in the Subdivision.

15. Other Vehicles. Vehicles of repairmen, delivery men, moving vans, temporary guests or vehicles owned or leased by a member of the owner's family may be parked temporarily at curbside or on the driveways and private parking areas of a lot. In no event shall any vehicles be allowed to block traffic flow. The Association shall have the right to authorize the towing of any vehicles which are in violation of these covenants, or the Traffic Regulations promulgated by the Association, if any, and to collect the cost thereof from owner, as an "Individual Assessment".

16. Animals. No poultry, livestock or animals other than generally recognized household pets shall be allowed on any lot at any time. This provision prohibits the raising of dogs, cats or other animals for commercial purposes. Any pens for household pets must be located in rear yard. Animals determined in the Architectural Control Committee's and/or Homeowners' Association's (for purposes of this paragraph referred to as the "Board") sole discretion to be dangerous shall not be brought onto or kept in the Subdivision at any time. The Board may require that any pet that, in its opinion, endangers the health of any Owner or creates a nuisance or unreasonable disturbance, be permanently removed from the Subdivision upon seven (7) days written notice. If the Owner fails to do so, the Board may remove the pet. The Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any other owner, without prior notice to the pet's owner.

17. Re-Subdivision of Lot. No lot shall be re-subdivided into lots of smaller size. However, two (2) or more lots may be made into one building site, if the new single lot is approved by the Architectural Control Committee and the Subdivision Engineer. Re-platting of two or more lots into one shall be the owner's responsibility and the owner shall bear all costs of same.

18. Public Water and Sewer. All residential structures will be connected to an approved water system and to a sanitary sewer system. No septic tanks will be permitted.

19. Dedicated Roadway. All owners will consult with the Developer or the appropriate governmental agency's road division before installation of any driveway, culverts, headwalls or other structure within the dedicated roadway, and such placement or construction shall be done in accordance with the rules and regulations of said governmental body.

20. Cleaning Lot. The Developer of this Subdivision, or its assigns, or the Architectural Control Committee reserves the right to enter upon any lot for any purpose of cutting grass and cleaning up such lot as is reasonably required and shall charge the expense thereof to the respective owner, which expense shall become a lien upon the lot when the work has been completed.

21. Fences. No fence or fences other than ornamental or decorative shall be constructed closer to any street than the rear line of the main dwelling. No fences other than ornamental or decorative will be allowed to infringe upon any utility easement and use of same must be in compliance with regulations of the appropriate governmental authority. All decorative or ornamental fences used will not be offensive or cause any safety hazards to the community. All fences must be constructed using wood or wrought iron. All fences must be at least 6 feet in height.

The size and style of any fence must be approved by the Architectural Control Committee, before installation.

22. Landscaping. Each builder agrees to landscape each lot and to dispose of any rubbish, trees or other items that would detract from the Subdivision as a whole. No builder will be permitted to push rubbish on to another lot. The cost of collection of any rubbish will be charged to the builder or the owner of that lot.

23. Basketball Goals. There shall be no basketball goals installed on a tree in the front yard of any lot.

24. Electrical Service. All electrical service from the main service in the Subdivision, all cable television, telephones and other wired services to each residence will be overhead lines and will be in compliance with the utility district's requirements for same.

25. Antenna and Other Rooftop Accessories. No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere in the Subdivision or on the exterior of any residence (unless installed by the Developer or the Homeowner's Association) without the prior written approval of the Architectural Control Committee. In no event shall any satellite-receiving dish be larger than 18 inches in diameter and such dish shall not be visible from any adjoining lot.

26. Swimming Pools and Jacuzzis. Any swimming pool or Jacuzzi to be constructed on any lot shall be constructed in accordance with the requirements of the Architectural Control Committee, which shall include, but not be limited to, the following:

A. Composition to be of material thoroughly tested and accepted by the industry for such construction;

B. Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from the Architectural Control Committee and the appropriate governmental entity if required;

C. Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding residents. Such lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting (other than low level lighting) be permitted to be on after ten-thirty (10:30) p.m. Central Standard or Daylight Savings Time (whichever shall then be in effect); and

D. Pools may be heated only through methods approved by the Architectural Control Committee.

27. Garbage and Trash Containers. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers except as required during trash collection.

28. Rental of Residences. The covenant herein that all residences shall be used only as single-family, private residential dwellings is specifically intended to prohibit short-term rentals of the residences. Any owner who intends to lease their residence must submit a fully executed copy of the Lease to the Architectural Control Committee and/or the Homeowners' Association for review and pre-approval. All leases must be for a minimum term of two (2) years.

29. Homeowners' Association. No Homeowners' Association shall be formed until all lots are sold by the undersigned.

30. Subdivision Signs. The Developer has installed four (4) wooden post signs advertising the Subdivision. Developer shall maintain the signs until the earliest of (a) five (5) years from the date hereof, or (b) when all the lots in the Subdivision have been sold. Thereafter, the maintenance of the signs shall become the responsibility of the Homeowner's Association, if any, and if none, then the owner on whose lot the sign is located shall have the right to remove the sign at said owner's expense.

31. Sale of Vacant Lots. If any builder purchases a lot and then decides to sell it before a residence is constructed thereon, the builder must first give the Developer and then any other builder who then owns a lot in the Subdivision a first right of refusal on the lot. The builder/seller must provide the Developer written notice of its intent to sell the lot, along with a copy of the fully executed contract for sale and the Developer shall have fifteen (15) days to decide whether to purchase the lot under the terms and conditions set forth in the contract. If the Developer does not notify the builder/seller of the exercise its right to purchase the lot within the fifteen (15) day time frame, then the builder/seller must provide the remaining builders who then own a lot in the Subdivision written notice of the builder/seller's intent to sell the lot, along with a fully executed copy of the contract for sale. The remaining builders shall have up to fifteen (15) days to provide the builder/seller of the exercise of their right to purchase the lot under the terms and conditions set forth in the contract. If more than one builder elects to purchase the lot, the builder/seller shall sell the lot to the first builder providing written notice to the builder/seller of its election to purchase the lot. If no builder exercises its right to purchase the lot within the fifteen (15) day time frame, then the builder/seller may sell the lot to the party identified in the contract for sale and in accordance with its terms and conditions. If the builder/seller does not sell the lot to the party identified in and under the terms of the contract for sale within ninety (90) days thereafter, the sale of the lot shall again become subject to the right of first refusal to the Developer and then the remaining builders in accordance with this paragraph.

32. Enforcement. The right of enforcement of each of these Restrictive Covenants is severally vested in the owners of each of the lots in this Section of the Subdivision or the Developer. Any owner of any lot shall have the right at any time to compel compliance with the Restrictive Covenants, or to prevent the violation of any of them by the proper institution of an action at law or in equity for injunctive relief.

33. Severability. Should any provision of this instrument be declared void or inoperative by any Court of competent jurisdiction, or should more strict provision apply by any Municipal Ordinance, the remaining provisions shall continue in full force and effect.

34. Binding Effect. These Covenants and Restrictions set forth herein run with the land and shall be binding upon all parties hereto, their heirs, representatives, successors or assigns, and their successors in title or interest, for a period of thirty (30) years from the date of recording, after which time said Covenants shall be automatically extended for one successive period of ten (10) years, unless an instrument signed by the owners of 75% of the lots in Section I has been recorded

agreeing to change said Covenants in whole or in part. In determining this percentage, each lot shall be represented by one vote. These Covenants may not be amended until all of the lots have been sold by the undersigned; after which time, these Covenants may be amended at any time by an instrument signed by the owners representing 75% of the lots in Section I, with each lot represented by one vote. Said instrument shall be recorded to be valid.

35. Captions and Headings. All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed, this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

WALKER ESTATES, LLC

By: \_\_\_\_\_  
Steven W. Harrison  
Member Manager, Chief Manager

By: \_\_\_\_\_ *SEIT*  
Gary W. Wisniewski,  
Member Manager, Secretary

LANDMARK HOMES OF TENNESSEE,  
INC.

By: \_\_\_\_\_ *G.W.*  
Gary W. Wisniewski, President

EASTLAND CONSTRUCTION, INC.

By: \_\_\_\_\_ *B.E.*  
Bobby Eastland, Jr., President

ROARK CONSTRUCTION, INC.

By: \_\_\_\_\_  
Danny Roark, President



