

This instrument prepared by:
Broad Street Properties
233 W. Stevens St.
Cookeville, TN 38501

DECLARATION OF RESTRICTIVE COVENANTS FOR WESTOWNE ESTATES

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this _____ day of _____, 2020, by Broad Street Properties, a Tennessee General Partnership, (the "Owner(s)").

WITNESSETH:

WHEREAS, the Owners own certain real property known as Westowne Estates, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet ____, Slide ____, (the "Property"); and

WHEREAS, it is for the interest, benefit and advantage of the Owners, also sometimes called the "Developer," and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to the covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners, Developer, and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners.

1. **Land Use.** No Lot shall be used except for private, single family residential purposes. No residence shall be built on any lot until the plans are approved by developer. Each Lot shall contain no more than one (1) residential dwelling. No business of any nature shall be conducted on any Lot. No portion of any Lot or any structure on any Lot shall be permitted to be used for commercial purposes, or as a workshop for commercial purposes.

No adjoining landowner shall use any Lot as a street to connect and/or to connect any utilities to any adjoining property that may be developed or to resubdivide any tract.

2. **Resubdivision.** The recorded plan for the Subdivision shall show the location, dimension and boundaries of each Lot. except for any revisions to the recorded plan or resubdivision by the Developer, no Lot may be resubdivided nor its boundaries changed without the consent of the Developer, or of at least seventy-five percent (75%) of all Lot owners, each Lot to carry one (1) vote, and without the prior approval of the appropriate Planning Commission Office or other applicable governing authority.

3. **Dwelling Size.** One-story residences shall contain no less than 1,800 square feet. Two-story residences shall contain not less than 2,200 square feet. All residences are to have a two-car garage attached on the main level. The foregoing minimum square footage requirements shall be measured from exterior walls and shall not include garages, basements, porches, terraces, and similar appurtenances.

4. **Exterior Quality.** The exterior construction material shall be at least eighty (80%) percent brick, stone, or hardy plank and the remaining twenty (20%) percent can be vinyl siding, cement siding, stucco or wood siding. All building materials shall be at least at or above Southern Building Codes. All foundations shall be covered in brick or stone. Retaining walls and out buildings shall match the house.

5. **Driveways and Parking Areas.** All driveways and parking areas on each Lot shall be paved with concrete or aggregate within ninety (90) days of the residence first being occupied. All culverts for driveways must be approved by the Putnam County Highway Department or other appropriate government authority prior to installation.

6. **Building Location.** No building or structure of any kind shall be constructed or maintained on any lot which extends over the set-back lines, as shown on the recorded plat. Provided, however, bay windows, eaves, steps, open porches or terraces, shall be permitted to

extend over set-back lines. Rear, side and corner set-back lines shall be as required by the county zoning regulations. The developer expressly reserves the right to amend or alter the set-back lines, with the approval of the appropriate planning commission office or other applicable governing authority.

7. **Diligence in Completing Construction.** Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than ninety (90) days. In any event, construction must be completed within twelve (12) months from the commencement of construction.

8. **Maintenance of Construction Site.** Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.

9. **Dwellings, Temporary Structures, Garages, and Outbuildings, Etc.** Only site-built homes, outbuildings, and detached garages are allowed. No dwellings shall be moved onto any lot. No house trailers, mobile homes (including double-wide mobile homes), modular homes, old house, house constructed off premises, tent, or shack shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy.

10. **Commercial Vehicles and Recreational Vehicles.** No commercial vehicles, horse trailers, off-road vehicles, boats, RV's (i.e. recreational vehicles), motor or mobile homes of any type, nor large trucks exceeding one ton shall be permitted to be stored or parked on any Lot (other than within the garage) or on any street within the subdivision, except trucks currently engaged in ongoing construction of dwellings or infrastructure in the subdivision.

11. **Detached Buildings.** Only one outside detached building can be placed on or erected on any Lot and shall not exceed twenty-two (22') feet by twenty-six (26') feet as measured by the exterior walls and shall not exceed twelve (12') feet in height. Any such detached building must meet the same restrictions as to the materials and construction as the dwelling house on the Lot. Anything to be built that proposes to exceed the herein stated dimensions, other than the above-mentioned restrictions, must be approved by developer. Any such detached building must be built behind the rear corners of the house. A detached building may have a bonus area but not a permanent residence as this would break restrictions.

12. **Swimming Pools and Bathhouses.** Any swimming pool or bathhouse must be located to the rear of the residence or enclosed therein. All swimming pools shall be in-ground and enclosed for safety by a wall or fence at least five (5) feet in height. No above-ground pools shall be allowed. The exterior walls of all bathhouses shall conform and be of the same materials as the residence. All fences and walls must be kept neat, maintained and structurally sound, and must be constructed of painted aluminum, wrought iron, plastic, vinyl. All others must be approved by developer.

13. **Vegetable Gardens.** Any vegetable gardens shall be at the rear of the dwelling and shall be for personal use only. Gardens shall not obstruct the view of any dwelling that is viewed from the street. Any garden must be maintained and not become overgrown.

14. **Antenna, Satellite Dishes, and Other Electronic Devices.** No television or radio antenna and no satellite dish greater than twenty-four (24) inches in diameter, or other electronic device of a similar nature shall be placed on the dwelling or any building or on the lot. Only one satellite dish per lot. No portion of a satellite dish mounted on the roof of any building may extend more than two (2) feet above the height of the roof at the place where the satellite dish is connected. Satellite dishes will be placed towards the rear of the home.

15. **Garbage and Refuse Disposals.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash receptacles shall be placed in front of any residence except for trash pick-up day. No trash-burning is allowed.

16. **Utility Meter.** Utility meters shall be placed to the side or rear of the house. No utility meter shall be placed to the front of the house.

17. **Underground Utilities, Wiring and Pipes, Etc.** All wiring, pipes and similar lines that

are to be run from the street to any particular Lot for gas, water, sewer, telephone, cable TV, electric or other utility service shall be underground.

18. **Sight Distance at Intersections.** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (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.

19. **Nuisances.** No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no exterior storage of any junk vehicle, junk or scrap accumulation. Any vehicle unlicensed in the current year will be deemed a junk car. No burning or trash, waste material, or garbage (except during building of house). It is permissible to burn leaves and brush or for leisure purposes – this restriction does not relieve owner from current burning permits.

20. **Signs.** No sign of any kind shall be displayed to the public view on any lots except one professional sign of not more than five (5) feet square advertising the property for sale or rent.

21. **Livestock, Poultry and Pets.** 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. No pigs, swine, or exotic animals. No more than three (3) household pets of same kind to be allowed with any one residence. Any outside pets shall be kept in a fence or on a leash at all times. No pets shall cause any nuisance to the neighborhood (i.e. dogs that are aggressive or barking excessively.) Any other pets must be kept indoors unless under the immediate control of the owner. Under no circumstances may dog pens be located closer than 20' from any property line.

22. **Covenant with Respect to Maintenance of Lot and Improvements.** Each owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, sodding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures. The lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon. Lawnmowers and other maintenance equipment shall be stored inside the garage or outbuilding, or behind the house.

23. **Roof Pitch and Roof Materials.** Roof pitch of all dwellings, garages, workshops or any other type of building must be a 7/12 pitch roof or steeper.

24. **Fences.** No fences of any type shall be permitted forward of the front building line of the dwelling on the lot. Fences shall be of high-quality painted aluminum, wrought iron, plastic or vinyl where allowed and must be kept maintained. In addition, fences shall not exceed 8' in height.

25. **Mailbox.** Developer shall install cluster mailboxes as required by the United States Postal Service.

26. **Damage, Destruction or Maintenance.** In the event of damage or destruction to any structure within the Subdivision, each respective Lot owner agrees as follows:

- a) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure, which reconstruction shall be no later than 90 days from date of destruction, pending insurance adjustment.
- b) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in as good a condition as the original structure or better. In no event shall any damaged structure be left unrepaired, unrestored or undemolished in excess of ninety (90) days from the date of the insurance adjustment.

27. **Easements.** Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Subdivision, or in subsequent recorded resubdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon said easements except as such structure is necessary for public utilities. A right of access by way of a driveway or open lawn area shall also be granted on each lot to the extent that may be reasonably necessary, from the front lot line to the rear lot line, to any utility company having an installation or repair in the easement. The owner of any lot burdened by a drainage easement shall be required to keep the easement open and clear of flow of water and shall not dam or permit same to become clogged so as to prevent the free flow of water through drainage easements.

28. **Enforcement.** Violation or threatened violation of any of the aforesaid restrictions shall subject the violating lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees and court costs and expenses reasonably incurred in enforcing these restrictions, and which will constitute a lien on the lands of such person or persons against whom incurred. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.

29. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgement or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this declaration are declared to be severable.

30. **Amendment.** Anything contained herein to the contrary notwithstanding, the Owners reserve the right for the Owners/Developers, its successors and/or assigns, in their sole discretion, to modify, release or amend all covenants and restrictions contained herein, including without limitation the right to use a Lot owned by the owners/developers as a street to connect to any adjoining property that may be developed, and also to re-subdivide a lot or tract as long as the newly created lots meet applicable government subdivision regulations, until such time as Owner/Developer has sold all of the Lots; and thereafter this declaration may be modified and amended by the vote of at least seventy-five (75%) percent of the owners of all Lots then subject to this Declaration, each such Lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office for Putnam County, Tennessee.

31. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

32. **Convicted Child Molesters/Sexual Offenders.** In the event that a convicted child molester, sexual offender or anyone whose name is listed on a registered sexual offender list, owns a house or a lot within West Towne Estates, developer/owner has right to buy his or her house for eighty (80%) percent of appraised value at any time.

33. **Sodding Yards.** All owners of Lots are strongly encouraged to sod front yards. Any sodding will be at the owner's expense.

34. **Expiration.** These restrictions shall run with the land for a period of twenty-five (25) years and shall be binding upon all future owners, their heirs, successors and assigns. At the end of the initial twenty-five (25) year period, these restrictions may be extended for an additional twenty-five (25) year period by the vote of at least seventy-five (75%) percent of the owners of all Lots, each such Lot to carry one vote. Any extension must be in writing and filed for record in the Register's Office for Putnam County, Tennessee.

IN WITNESS WHEREOF, the Owners/Developers have caused this Declaration to be executed on the day and date first above written.

BROAD STREET PROPERTIES,
a Tennessee General Partnership

By: _____
Donnie Elkins,
Partner

By: **B&B Partnership, a Tennessee general partnership,**
Partner

By: **Burnett Family Partners, a Tennessee general partnership,**
Partner

By: _____
David Burnett,
Partner

By: **Burgess Family Partnership, a Tennessee general partnership,**
Partner

By: _____
Larry Burgess,
Partner

STATE OF TENNESSEE
COUNTY OF PUTNAM

Before me, a Notary Public in and for said County and State, personally appeared **Donnie Elkins**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a **Partner of Broad Street Properties**, the within named bargainor, a partnership, and that he as such Partner executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as Partner.

Witness my hand and official seal, at Cookeville, Tennessee, this the ____ day of _____, 20____.

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF PUTNAM

Before me, a Notary Public in and for said County and State, personally appeared **David Burnett**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be **Partner of Burnett Family Partners, which is a Tennessee general partnership and a partner of B&B Partnership, which is a partner of Broad Street Properties**, the within named bargainor, also a Tennessee general partnership, and that he as such Partner executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as general partner.

Witness my hand and official seal, at Cookeville, Tennessee, this the ____ day of _____, 20____.

Notary Public

My commission expires: _____

STATE OF TENNESSEE
COUNTY OF PUTNAM

Before me, a Notary Public in and for said County and State, personally appeared **Larry Burgess**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **Partner of Burgess Family Partnership, which is a Tennessee general partnership and a partner of B&B Partnership, which is a partner of Broad Street Properties**, the within named bargainor, also a Tennessee general partnership, and that he as such general partner executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as general partner.

Witness my hand and official seal, at Cookeville, Tennessee, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____