

NORTH WOODS

Section I, II and III

Rules & Regulations

Manager Quick Notes

- 29. (A):** All homes must be a minimum of 2,800 square feet.
- (B):** All owners must submit building plans to ARC Board
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- (6.)** No noxious or offensive behavior / Homes must be maintained in good manner
- (10.)** No trailer, basement, tent, shack, detached garage, barn, etc.
- 11.** No fence can be erected between the front building or setback lines
- 12.** Minimum two car garage
- 13.** No tract shall be used or maintained as a dumping ground for rubbish (all trash cans must be kept in within a utility yard / underground.
- 15.** Exterior fascia must be 6inch wide.
- 16.** All recreational vehicles must be kept in the garage or out of view of street / neighbors.
- 17.** No signs of any kind, except one for sale sign.
- 19.** Driveways must be exposed aggregate or smooth finish
- 20.** No trees can be cut down without written permission from the board.
- 22.** No chain link fence (except if the ARC board approves).
- 23.** All decorative lawn ornaments must be (approved by the ARC board).

Prepared by:
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**Amended and Restated Restrictive Covenants
North Woods Subdivision, Sections I, II and III**

WHEREAS, John T. Blankenship and wife, Patricia A. Blankenship, and J. Mark Eaton and wife, Deborah Arleen Eaton, being the owners of a tract or tracts of land situated in the 13th and 21st Civil Districts of Rutherford County, Tennessee, identified as North Woods Subdivision, Section I, a plan of which is of record in Plat Book 12, page 43, Register's Office for Rutherford County, Tennessee, and North Woods Subdivision, Section II, a plan of which is of record in Plat Book 12, page 68, said Register's Office, did declare and promulgate restrictive covenants for North Woods Subdivision, Section II, of record in Deed Book 383, page 783, said Register's Office; and

WHEREAS, North Woods Ltd., a Tennessee limited partnership did declare and promulgate restrictive covenants for North Woods Subdivision, Section III, of record in Deed Book 441, page 662, said Register's Office, and

WHEREAS, the undersigned, John T. Blankenship and wife, Patricia A. Blankenship, J. Mark Eaton and wife, Deborah Arleen Eaton, North Woods Ltd., a Tennessee partnership, by North Woods Land Company, a general partner and the North Woods Homeowners' Association, Inc. desire to amend and restate said restrictive covenants for North Woods Subdivision, Section I and Section II, do hereby declare and promulgate the following amended and restated restrictive covenants which shall supersede, amend and restate the restrictive covenants for North Woods Subdivision, Section I, of record in Deed Book 364, page 186, said Register's Office, North Woods Subdivision, Section II, of record in Deed Book 383, page 783, said Register's Office, and North Woods Subdivision, Section III, of record in Deed Book 441, page 662, said Register's Office; and these amended and restated restrictive covenants shall be covenants running with the land and shall be binding upon the undersigned, their successors and assigns,

including but not limited to person in possession of any part or parts of said land as owners, tenants or otherwise; and it is intended by the undersigned that these restrictions shall apply to Sections I, II and III of North Woods Subdivision only, and to no other property whatsoever whether contiguous to North Woods Subdivision or not:

1. These covenants are to run with the land and are to 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.
2. The right of enforcement of each of the restrictive covenants and the provisions hereof is vested in the owners of each and all of the lots in this subdivision, and any owner of any lot shall have the right, at any time, to compel compliance with said covenants and provisions, or any of them, or to prevent the violation or attempted violation of any of them, or to recover damages for such violation by prosecution of proceedings at law or in equity.
3. Invalidity of any one of these covenants by judgment or court order shall not in any way affect any of the other covenants or provisions hereof, but the same shall remain in full force and affect.
4. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family.
5. No lot shall be re-subdivided, but shall remain as shown on the recorded plat. Not more than one residential building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots.
6. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood. No swine or goats or poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot with less than 80,000 square feet except dogs, cats, or other household pets, provided that such dogs, cats, or other household pets are not kept for commercial purposes.

All owners of lots will maintain their property, including any home constructed on the lot(s), in good repair and shall not allow the lot or dwelling to become detrimental in appearance to the subdivision. If an owner refuses to maintain; make any repairs or clean up as requested by the Architectural Review Committee within a reasonable period of time, the Architectural Review Committee is authorized to enter upon the property and perform said maintenance, repair or clean-up and assess the cost of same to the lot owner. This paragraph shall include the requirement to remove and dispose of all construction materials and debris in a proper and timely manner.

7. No building shall be constructed or maintained on any lot closer to the street than the setback lines as shown on the recorded plat; provided, however, unclosed porches, either covered or uncovered, bay windows, steps or terraces shall be permitted to extend across the setback lines so long as the main structure does not violate the setback lines

8. All owners of lots in the subdivision shall consult with City of Murfreesboro Street Department before installation of any driveway, culvert or other structure within the limits of any dedicated roadway, and placement or construction of such driveway, culvert or other structure shall be done in accordance with the rules and regulations of said Highway Department.

9. Each and every lot owner by virtue of their ownership is required to adhere to all provisions of these Restrictive Covenants and to all requirements imposed by the respective Architectural Review Committees. The owners agree and affirm that utmost concern and importance to the developers, the Architectural Review Committees, and the lot owners and that the Committees, in their sole discretion, shall have the sole authority to approve or deny any proposed improvement, alteration or addition to or of any lot, and to control the diversity and continuity of the development.

Each and every lot owner by virtue of their ownership shall be members of the North Woods Homeowners' Association, Inc. and are bound by the Articles of Incorporation and Bylaws of North Woods Homeowners' Association, Inc., and shall be required to pay those dues established by said Association, except that developers shall be exempt from payment of dues. In addition, any builder who has purchased a lot and has commenced construction of a home for resale within sixty (60) days of the purchase of said lot shall be exempt from paying dues for so long as the house remains for sale and is unoccupied. Said builder will not have the right to vote, however, unless he is paying dues. Articles of Incorporation and Bylaws are hereby incorporated herein by reference and are deemed to be additional restrictive covenants running with the land. Failure to pay any dues or assessments shall result in a lien against the lot or lots owned by a defaulting owner and, in addition, shall bear interest at the rate of 18 percent per annum. Each owner shall be entitled to one (1) vote for each lot owned, except that the developer shall be entitled to three (3) votes for each lot owned. Each and every lot shall be perpetually subject to the Bylaws of North Woods Homeowners' Association, Inc., as long as it exists, and no lot may be transferred and/or become separate from the restrictions or conditions imposed by North Woods Homeowners' Association, Inc., or membership in the Association.

The Association shall be empowered to promulgate rules and regulations which shall carry the same force and effect as these restrictive covenants and shall be enforceable in the same manner as these restrictive covenants. The Association is authorized to appoint committees and to authorize them to act for the Association, in its place and stead.

10. No trailer, basement, tent, shack, detached garage, barn or other outbuilding shall be erected on any lot, nor shall any structure of a temporary character be used as a residence, except as may be approved by the respective Architectural Review Committee.

11. On all lots except corner lots, no fence shall be permitted between the front building or setback line and the street; on all corner lots, no fence shall be permitted between either building or setback line and either street. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted provided that such hedges, shrubbery or evergreens are not in excess of forty-two (42) inches in height. In addition, all fences shall be submitted to the Architectural Review Committee for approval.

12. All residential buildings shall include at a minimum a two-car garage or a two-car carport, attached to the residence, and this garage or carport shall not face the front of the house nor open toward the front of the house.

13. No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. Garbage containers must be kept at all times within a utility yard or in underground containers.

14. The developers of this subdivision, or their assigns, or the Association shall have the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the owner thereof, which shall become a lien upon the lot.

15. All exterior fascia board shall be at least six (6) inches in width.

16. All recreational vehicles, such as boats, golf carts, campers, and/or motor homes, must be kept in garages or screened from view of neighbors and from the front view of the house, and the storage of said vehicles is subject to the approval of the Architectural Review Committee.

17. No sign of any kind shall be displayed to the public view on any lot unless it is less than five (5) square feet and is used to advertise the property for sale.

18. No concrete block foundations in any structures or walls shall be exposed to the exterior above grade level.

19. All driveways shall be either exposed aggregate or smooth-finished concrete.

20. No trees on any lot may be cut down or removed without the prior written consent of the respective Architectural Review Committee. No fill dirt or other fill material of any type shall be allowed to be placed against or around any tree without the prior written consent of the respective Architectural Review Committee.

21. No satellite dishes shall be permitted except as allowed by the respective Architectural Review Committee.

22. No chain-link fences shall be permitted except as may be approved by the respective Architectural Review Committee.

23. All decorative lawn ornaments placed in the front yard of any dwelling shall first be approved by the respective Architectural Review Committee.
24. All chimneys must be enclosed by a brick or dryvit exterior structure except as may be approved by the respective Architectural Review Committee.
25. All landscaping must be completed within two (2) years of the date the dwelling is first occupied and all landscaping plans must provide for landscaping around the HVAC unit of said dwelling.
26. A perpetual easement is reserved on each lots five (5) feet in width contiguous and parallel to each lot line for the construction and maintenance of utilities and other necessities, such as drainage, electricity, gas, water main, sewage, etc., and no structure of any kind shall be erected or maintained upon over said easement with the exception of masonry mailbox enclosures. All such enclosures constructed upon or over said easement shall be subject to demolition or removal if necessary to utilize said easement and the costs of rebuilding or restoring said enclosure shall be the responsibility of the lot owner and said owner shall reconstruct said enclosure as soon as time reasonably permits.
27. These restrictive covenants may be amended if the owners of a majority of the lots in the subdivision either individually or acting through the Association shall, by written instrument duly recorded, declare an amendment to these restrictive covenants. The term "owner" shall include only those persons or entities who have some title by virtue of a recorded deed or deed of trust.
28. Lots No. 85 through No. 89 are hereby released and removed from and shall no longer be subject to these restrictive covenants.
29. The following covenants shall apply to all lots governed by these respective covenants except lot numbers 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110 and 111:
- a. No residential building shall be erected, placed, altered or permitted to remain on any tract having a floor area of less than 2,800 square feet. In computing the said square-foot area, measurements will be made from exterior walls but will include no porches, carports, or garages. In computing the minimum floor area of a one-story house, only the main floor will be considered. In a one-and-one-half story house, the first floor must not be less than 1,600 square feet; in a two-story house, the first floor must not be less than 1,400 square feet; and no dwelling, regardless of the number of stories, shall have a front elevation width of less than 45 feet.
 - b. All owners of these lots shall submit any and all plans and specifications for residential buildings to be built on said lot including floor plans, materials, and specified colors, to the Architectural Review Committee for approval. In addition, all mailboxes, outbuildings, TV dishes or antennae, fences and any other improvement, additions or alteration to or of said lot or any kind must be approved by the Architectural Review Committee which will include two (2) Board members and a member at large. In the event any of these members are unable to serve for any reason whatsoever, then a successor shall be

appointed by the remaining member. Approval shall require the unanimous vote of the members of the Architectural Review Committee.

30. The following covenants shall apply to all lots numbered 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110 and 111 only, said lots numbered 99 through 111 also being known as North Woods Cove, a section of lots contained and included in that subdivision known as Section III of North Woods Subdivision:

a. No residential building shall be erected, placed, altered or permitted to remain on any tract having a floor area of less than 3,500 square feet. In computing the said square-foot area, measurements will be made from exterior walls but will include no porches, carports, or garages. In computing the minimum floor area of a one-story house, only the main floor will be considered. In a one-and-one-half story house, the first floor must not be less than 2,000 square feet; in a two-story house, the first floor must not be less than 1,750 square feet; and no dwelling, regardless of the number of stories, shall have a front elevation width of less than 50 feet.

b. All owners of these lots shall submit any and all plans and specifications for residential buildings to be built on said lot including floor plans, materials, and specified colors, to the Architectural Review Committee of North Woods Cove for approval. In addition, all mailboxes, outbuildings, and TV dishes or antennae, fences or any other improvement, addition or alteration to or of any lot or any kind must be approved by the Special Architectural Review Committee which will include the developer, one (1) Board member and an owner of a lot in the North Woods Cove Section. In the event any of these members are unable to serve for any reason whatsoever, then a successor shall be appointed by the remaining member. Approval shall require the unanimous vote of the members of the Special Architectural Review Committee. During the construction period, a temporary gravel driveway shall be constructed from the street to the dwelling and all construction traffic shall use said driveway. All driveways, walks, sidewalks, and walkway designs shall be approved by said Committee as to dimensions, design and materials before being constructed.

c. The owners of lots in North Woods Cove shall be subject to an additional assessment over and above the regular dues of North Woods Homeowners' Association, Inc., which shall be used to maintain the entrance way to North Woods Cove.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the
6th day of October 1993.

John T. Blankenship *(signature on file)*
Patricia A. Blankenship *(signature on file)*
J. Mark Eaton *(signature on file)*
Deborah Arleen Eaton *(signature on file)*