

THIS DOCUMENT PREPARED BY:
MARY DUGGAN
BOB PARKS REALTY
1535 W. NORTHFIELD BLVD.
MURFREESBORO, TN 37129

008142

RESTRICTIVE COVENANTS APPLYING TO
SCOTTLAND CHASE

The undersigned, **Scotland Chase Venture**, a partnership, being the Owner and Developer in fee simple of the real estate that has been Subdivided and named **Scotland Chase**, according to survey and plat made by W. Henry Huddleston, III, Civil Engineer, which plat is of record in Plat Book 17, page 138, of the Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said subdivision, their heirs, successors and assigns, as follows:

1. **ARCHITECTURAL REVIEW COMMITTEE**: There is hereby appointed an Architectural Review committee to be comprised of three people. The initial committee shall be composed of Bob Parks, John Harney and Willis (Bill) Hunter. Each committee member shall serve a three-year term, with the initial terms expiring on the following dates:

Bob Parks	January 1, 1997
John Harney	January 1, 1998
Bill Hunter	January 1, 1999

As each member's term expires, a new member shall be chosen by the two remaining members to serve a three-year term. Committee members shall be eligible for re-election. All committee members will serve for three years or until their successors are elected by the remaining committee members. Any future committee member must either own in his own name, or jointly with his spouse, a subdivided lot in **Scotland Chase** or be a partner in **Scotland Chase Venture**, the developer.

2. **PURPOSE OF ARCHITECTURAL REVIEW COMMITTEE**:

The Architectural Review Committee exists in order to assure maximum protection to all lot Owners, to assure continuity and conformity to high aesthetic and environmental standards, and to have the initial but non-exclusive right to enforce these covenants. The Architectural Review Committee shall have the powers and duties necessary for proper care and control of any common areas in said Subdivision, such as entrances, undeveloped lots and buffer zones and may do all acts as set forth herein or as delegated by the lot owners of the subdivision. Such powers and duties of the Committee shall include, but not be limited to, the following:

- a) Construction plans and specifications for any improvements to be erected on any lot must be submitted to the Committee for its approval. No construction, reconstruction, remodeling, alteration or additions of any structure, building, fence, wall, driveway, path, landscaping or other improvements of any nature shall be commenced or constructed prior to receiving approval by said committee in writing. The committee shall ascertain that the exterior design and exterior finishes of any structure are in harmony with the above-stated goals and standards to the end that the dwellings located in the subdivision are uniform and aesthetically pleasing, without the utilization of garish colors or architectural design. In fact, the Architectural Review Committee shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations. The Committee shall act within thirty (30) days of receipt of proposed plans and specifications, and in the event of disapproval, the Committee shall designate any changes or alterations which shall be necessary for approval. Approval or a statement of changes or alterations shall be forwarded in writing to the lot owner. Failure by the committee to approve or reject within said 30-day period of time shall constitute approval.
- b) Complete landscaping shall be required with each dwelling house.

- c) Meetings of the Architectural Review Committee may be held at such time and place as the members shall determine, and provided a majority of the whole Committee is present no prior notice is necessary. At all meetings of the Committee, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Committee.
- d) The members of the Architectural Review Committee shall not be liable to lot owners for any mistake of judgment, negligent or otherwise, except for their own individual and willful misconduct or bad faith.
- e) The members of the Architectural Review Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.
- f) At such time as there is a validly incorporated Scotland Chase Homeowners Association whose members own more than 80% of the platted lots of Scotland Chase, then from that point onward the Architectural Review Committee members will be elected as their term expires or the office is vacated by the Board of Directors of said Scotland Chase Homeowners Association.
- g) The operation, care, beautification, upkeep and maintenance of the entrance areas, walls, and adjacent landscaped areas of the subdivision is initially charged to and the responsibility of the Architectural Review Committee. Once a Scotland Chase Homeowners Association is formed, these duties, responsibilities and privileges are to be vested in that body. The Architectural Review Committee (and the Scotland Chase Homeowners Association once formed) is hereby specifically authorized to charge and collect a maintenance fee from all lot owners in order to pay the expenses of said operation, care, beautification, upkeep and maintenance. This maintenance fee as charged shall be the same amount for each lot in Scotland Chase, regardless of size or sales price.
- h) By way of example, and not in limitation, the power and authority of the Committee shall include approval/rejection/enforcement of the following items:
1. General construction plans/exterior elevation
 2. General construction specifications
 3. Exterior paint colors
 4. Roof materials/color
 5. Roof pitch
 6. Exterior materials/colors
 7. General landscape plans
 8. Landscape materials - all houses must be landscaped
 9. Landscape plantings/size/quantity
 10. Yard or exterior ornaments/size/color
 11. Exterior lighting/size/location
 12. Lot topography recontouring
 13. Location of any improvement upon lot
 14. Off street parking of any motorized vehicle (including boats) not housed within the dwelling
 15. Fences - materials/colors/locations/dimension - (wrought iron and/or brick will be encouraged)
 16. Grass cutting/Landscape maintenance - enforcement
 17. Satellite dishes - permission on each lot is at the discretion of the Architectural Review Committee
 18. Restrictive covenants - enforcement
 19. Exterior maintenance of all improvements

3. ARCHITECTURAL REVIEW COMMITTEE EASEMENT.

There shall be a general right-of-way and easement for the benefit of the Architectural Review Committee, its officers, agents and employees to enter upon the lots or buildings to perform their respective duties and to exercise their powers as enumerated in these covenants.

In addition to the foregoing, the following restrictions, limitations and covenants shall be binding on each lot purchaser, their heirs, successors and assigns:

4. LOT USE. No lot may be used for any purpose except for the construction and maintenance of a residential building of traditional design. No such residential structure on any such lot shall be designed, constructed or used for more than one family.

5. RESUBDIVISION. No lot shall be resubdivided, but shall remain as shown on the recorded plat and not more than one residence 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. NUISANCE/ANIMALS. 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 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 except that dogs, cats or other household pets may be kept, provided that they are not kept for commercial purposes. The Architectural Review Committee shall have authority over all animals and shall have the right to order the removal or, any special control measures, as to any animal which becomes, in the sole opinion of the Architectural Review Committee, a nuisance or hazard to the health and welfare of the development.

7. TRAILERS, ETC. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.

8. SETBACK LINES. No building shall be constructed or maintained on any lot closer to the street than the setback line 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; PROVIDED FURTHER, HOWEVER, that the main structure does not violate the setback line.

9. CITY OF MURFREESBORO. All owners of lots in the development shall consult with the appropriate officials of the City of Murfreesboro before installation of any driveway, culvert or other structure within the dedicated roadway and such placement or construction shall be done in accordance with the rules and regulations of said City of Murfreesboro.

10. DRIVEWAYS. All driveways shall be either exposed aggregate or smooth finished concrete and completed not later than the initial occupancy of the dwelling house.

11. FENCES. The only fences which shall be permitted on lots shall be those erected with the express written approval of the Architectural Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. The Architectural Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and owners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Committee.

12. ACCESSORY VEHICLES. All recreational vehicles, such as boats, golf carts, campers, motor homes and/or yard mowing equipment, 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. No inoperable nor junk vehicles shall be parked on any lot, nor on the street.

13. SIDE SETBACK LINE. No dwelling shall be constructed on any lot closer than 12-1/2 feet to either side lot line.

14. MINIMUM SQUARE FOOTAGE. The minimum square feet of heated living area in any residence shall be 2,750 square feet. Plans and specifications for all dwellings shall be subject to the preapproval of the Architectural Review Committee.

15. GARAGES. All attached garages shall enter from the side or rear (except the Architectural Committee has authorization to waive this requirement where the shape of the lot and the design of the residence necessitates a variance, provided, however, that if this requirement is waived, the garage door must be of the highest esthetic quality and

design and the owner shall be required to install and maintain an operational garage door opener), and all (side, front and rear) garage doors shall remain closed, except for actual ingress and egress therein. There shall be no detached garages or other accessory buildings constructed or located on the premises unless prior approval in writing is granted by the Architectural Review Committee. Furthermore, all garages must accommodate at least 2 cars.

16. EXTERIOR MATERIALS. All dwellings or other buildings constructed on any lot shall have a full masonry foundation. Any dwelling constructed on any lot shall have an exterior construction of not less than 70% brick, stone or drivet (stucco) to grade, unless expressly approved by the Architectural Review Committee due to the type or style of the house.

Additionally, any siding or covering of a non-brick, stone or drivet (stucco) nature used in the exterior construction shall be a painted (not stained) surface. Any variance must be preapproved by the Architectural Review Committee.

17. EXTERIOR MAINTENANCE/EASEMENT RESERVED. The Developer of this subdivision, or its successors and assigns, reserves the right to enter upon any lot for the purpose of cutting grass and/or clearing up such lot, as the same may be reasonably required, charging any expenses incurred thereof to the owner of the lot and creating a lien on the lot. Grass or growth shall not exceed 12 inches in height on vacant lots or 6 inches on improved lots.

18. EXTERIOR MAINTENANCE. Each owner shall be responsible for the safe, clean and attractive maintenance of all lands, buildings, improvements and landscaped areas on any lot; and all lots must be kept clear and clean of all litter.

19. SATELLITE DISHES. Satellite dishes shall be permitted provided that the overall diameter does not exceed 24" and the location of the dish shall be subject to approval and/or requirements of Architectural Review Committee at its sole discretion on each improved lot.

20. VOIDABILITY. If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

21. UTILITY EASEMENT. A perpetual easement is reserved on each lot 5 feet in width, contiguous and parallel to each side and rear lot line for the construction and maintenance of utilities, such as drainage, electricity, gas or water main, sewage, etc., and no structure of any kind shall be erected or maintained upon or over said easement. This perpetual easement is in addition to any and all easements as shown on the recorded plat.

22. ENTRANCE FEATURES AND LANDSCAPE EASEMENT. A perpetual easement shall be reserved on the Greenland Drive frontages of lots 1 and 13, the width of 10 feet contiguous and parallel to Greenland Drive for the purposes of the construction and maintenance of the entrance walls, signage, fences, landscaping, lighting and irrigation. These above described improvements shall be maintained by Scotland Chase Venture (the Developer) until such time that the Developer assigns responsibility for this maintenance to the Scotland Chase Homeowners Association.

23. DEVELOPER EASEMENT. Developer hereby reserves unto itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through all lots, and each unit or building located thereon, for so long as Developer owns any lot, unit or building primarily for the purpose of sale;

- a) For the installation, construction and maintenance of conduits, lines and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- b) For the installation, construction and maintenance of storm water drains, public and private sewers and any other public or quasi-public utility facility;
- c) For the use of any sales office, model units or buildings and parking spaces in connection with its efforts to market lots or buildings;
- d) For the maintenance of such other facilities and equipment as in the sole discretion of the Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of lots.

24. MAXIMUM BUILDING TIME. Every dwelling house shall be constructed and completed, start to finish, within 365 days of visible commencement of construction.

25. ENFORCEABILITY/ATTORNEY FEES. These protective covenants shall be enforced by the Architectural Review Committee herein created, or any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violating or to recover damages. In the event litigation is implemented for the enforcement of these covenants, the prevailing party shall be entitled to an award of attorney fees as additional damages.

26. SUCCESSORS BOUND. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding owners of said tract or parcel of land, or any part thereof, until January 1, 2026, at which time the protective covenants and restrictions shall be automatically renewed for a successive period of ten (10) years; however, said protective covenants and restrictions may be changed in whole or in part by at two-thirds (2/3) majority vote of the owners of the lots in said subdivision at any time, each owner having one vote per lot owned.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 13th day of March, 1996.

SCOTTLAND CHASE VENTURE

By: John Harney
John Harney

STATE OF TENNESSEE]

ss.

RUTHERFORD COUNTY]

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared John Harney with whom I am personally acquainted, and who, upon oath, acknowledge himself to be a partner, being authorized so to do by virtue of Scotland Chase Venture Partnership Agreement appearing on record in Trust Book B-43 page 648, of the Register's Office, Rutherford County, Tennessee, executed the foregoing (RESTRICTIVE COVENANTS APPLYING TO SCOTTLAND CHASE) instrument for the purpose therein contained, by signing the name of the joint venture by himself as partner.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, this 13th day of March, 1996.



Notary Public

My commission expires: 7/21/96

RECORDING FEE 20.00
STATE TAX _____
REGISTER'S FEE _____
TOTAL PAID 20.00
RECEIPT NO. 56715

State of Tennessee, Rutherford County

I, Mark H. Moshea, Register of said county and state do certify that the foregoing instrument is registered in said office in book 568 page 419 that it was received March 13, 1996 at 2:37 o'clock P M and entered in notebook 48 page 81. Mark H. Moshea, Reg. John Harney Deputy