

Restrictive Covenants  
Belle Rive  
Brentwood, TN 37027

*(The covenants in full are found in Williamson County Deeds Office, Book #342, pp. 367-370)*

The Restrictions are consolidated and restated as follows:

“Developer agrees with any and all person, firms, corporations or other entities hereafter acquiring all or any of the property, or any interest therein, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, assessments and liens (the “Restrictions”) relating to the use, occupancy, improvement, and maintenance thereof, it being expressly stipulated that each of the Restrictions are and shall be covenants running with the land.

ARTICLE I

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

1. In the location and construction of improvements upon the Property, and upon each Lot therein, the following covenants and restrictions shall be applicable:

(a). No building or other structure of any kind shall be erected, or altered, on any Lot, unless and until the plans and specifications therefore, and the location thereof upon the Lot, shall have been submitted to the approved by the Developer, its successors, or assigns. Detailed and scaled drawings, including location drawings, shall be submitted, in advance of the commencement of construction of any improvement, or alteration thereto, by the Lot owner to the Developer for any improvements, additions, alterations, swimming pools, fences, walls, garages, carports, patios, terraces, barbeque pits, or other improvements which any Lot owner may desire to erect upon his Lot, and the construction of the same shall not commence until the Developer shall have approved the same in writing, provided, nevertheless, that if the Developer shall not have a proved or disapproved the same within thirty (30)) days from the date of the submission to it, the Developer’s approval shall be conclusively presumed. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. In addition, all construction, including new improvements or structures, alterations and/or additions thereto, shall be carried out and completed in full accord with all applicable building, plumbing and electrical codes in effect at the time such construction is commenced.

At such time as permanent residences have been constructed upon each of the Lots within the subdivision, the Developer’s right of approval of plans for the construction of improvements or alterations thereto upon the Lots within the subdivision shall terminate.

(b). No building or structure or any part thereof shall be located any nearer to the front line, the side yard lines and the rear line than the building setback lines, as shown on the Recorded Plan, or, in the absence of a setback line on the Recorded Plan, as required by the applicable zoning laws and regulations of the City of Brentwood, Tennessee. For purposes of this requirement, front porches, wing walls, eaves and steps extending beyond the outside wall of a structure shall not be considered as part thereof, provided, nevertheless, that this provision shall not be construed to authorize or permit any encroachment upon any utility or other easements shown on the Recorded Plan.

(c). In the construction of residences upon the Lots, the following minimum size requirements, exclusive of any garage, carport, porches or basements, shall be applicable:

- (i). If a one-story house, there shall be a minimum square footage at the main floor living level of not less than two thousand (2,000) square feet.
  - (ii). If a one-story with a basement garage, there shall be a minimum at the main floor living level of not less than one thousand eight hundred (1,800) square feet.
  - (iii). If a two-story house, there shall be a minimum square footage at the main floor living level of not less than one thousand four hundred (1,400) square feet.
  - (iv). Square footage shall be determined, in each instance, by measurement from the exterior of each outside wall.
  - (v). Swimming pools and tennis courts must be located to the rear of the rear line of main dwelling, that is, to the rear of a line which would result by projecting the rear wall of the building to each side Lot line. All swimming pools and tennis courts shall be enclosed by a fence, provided that any chain link fences around swimming pools shall be screened from view by neighboring properties.
  - (vi). All boundary and retaining walls shall be of brick, stone or masonry construction; provided, however, that fences shall be permitted if the Developer shall have first approved the same in writing.
  - (vii) No foundation composed of concrete block, concrete or other similar materials shall be visible above the ground level or lawn level.
  - (viii). No residence may be constructed upon any Lot without a garage or carport, which garage or carport must open to the side or rear of said residence, not to the front thereof.
  - (ix). No trailers, mobile homes or other temporary facilities shall be permitted as substitutes for permanent residences on either a temporary or permanent basis.
  - (x). All outbuildings must be located to the rear of the rear line of the main dwelling.
2. In the use of the Property, and of each Lot therein, the following covenants and restrictions shall be applicable.
- (a). Each Lot shown on the Recorded Plan shall be used for private single family residential purposes and for no other purpose. Specifically, no house or other structure shall be used for any type of commercial activity; provided, however, that nothing herein shall preclude the use of model homes or trailers as temporary offices in the development of the subdivision and sale of Lots and/or homes therein.
  - (b). No animals, livestock, poultry or swine shall be raised, pastured or maintained on any Lot, excepting only household pets, which may be kept, in reasonable numbers, for the pleasure of the occupants, but not for any commercial use or purpose.
  - ©. All trash and other debris shall be stored in garbage cans or other receptacles, which shall be suitably screened to conceal the same from the view of Neighboring Lots.
  - (d). No garage or other outbuilding shall be used for residential purposes, either temporarily or permanently, except that pool cabanas may be used temporarily as guest houses.
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- (e) No advertising sign of any kind shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon, provided that this requirement shall not preclude the installation by the Developer of signs identifying the entire subdivision, and provided further that this requirement shall not preclude the placement by homeowners of "For Sale" signs in the front of individual residences of such size, character and number as may be reasonable, but in no event to exceed two (2) in number or three (3) feet x two (2) feet in size.
- (f) No outdoor clotheslines shall be permitted, unless they are enclosed by shrubbery to minimize their visibility from adjoining Lots.
- (g) No noxious, illegal or offensive activity shall be carried on upon any Lot nor shall anything be done that may be or become a nuisance or annoyance to the neighborhood. No Lot shall be used for the assembly or disassembly of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, and unkempt conditions. The shooting of firearms, fireworks or pyrotechnic devices of any type or size is expressly prohibited.
- (h) All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners, both before and after the construction of residences thereon. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, walkways, driveways, and other exterior improvements, cutting grass, lawn maintenance and proper care for all trees, shrubbery and other landscaping.

## ARTICLE II

### GENERAL PROVISIONS

1. The restrictions, covenants and conditions set forth herein shall be construed as covenants running with the land and shall be binding and effective until December 31, 2003, at which time they shall be automatically extended for successive periods of ten (10) years each unless it be agreed by vote of a majority of owners within the subdivision to alter, amend or revoke the same, in whole or in part, in which latter event these restrictions, covenants and conditions shall be altered, amended or revoked as determined and agreed upon by such majority. Every purchaser or subsequent grantee, of any Lot within the subdivision, by acceptance of a deed or other conveyance therefore, shall be deemed to have agreed that these restrictions, covenants and conditions may be extended as provided in this Article.
2. The restrictions, covenants and conditions of this Declaration may be amended, at any time and from time to time, by agreement signed by at least three-fourths (3/4) of the owners of Lots within the subdivision. In addition, prior to the sale of twenty-three (23) of the Lots, or prior to June 30, 1981, whichever may be earlier, these restrictions may be amended at any time and from time to time by the Developer acting alone.
3. If any person, firm or corporation shall attempt to violate any of these restrictions, covenants and conditions, it shall be lawful for any other person, division, to bring action against the violating party at law, or in equity, for any claim which these

restrictions may create in favor of such other owner or interested party, either to prevent the violating party from doing such acts or to recover damages on account thereof.

4. If any restriction, covenant or condition contained herein shall be held or declared to be invalid for any reason, such holding shall not invalidate the remainder of the restrictions, covenants and conditions contained herein, it being the intent that the remainder shall continue to be valid and enforceable for the balance of the term hereof.
5. If the Developer shall sell the Property, or all unsold portions thereof, as a block, to a third party, such third party shall succeed to the status of Developer and shall possess all the rights and privileges herein preserved to the Developer.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on this 22<sup>nd</sup> day of June, 1979.

COMMERCE UNION BANK, SUCCESSOR TRUSTEE