

DECLARATION OF COVENANTS AND RESTRICTIONS

O'HENRY PLACE - PHASE I

WHEREAS, ROBERT H. WOOD, JR. and wife, BARBARA WOOD are the owners of O'HENRY PLACE, Phase I being described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37, by plat of record in the Register's Office, of Cumberland County, Tennessee, in Plat Book 10, Page 140, to which plat reference is hereby made; and,

WHEREAS, for the benefit and protection of the future and present owners of lots in said Subdivision and for the establishment and maintenance of sound values for the lots in said Subdivision, it is desired that certain covenants and restrictions be imposed on the lots in the Subdivision and be made a matter of public record, and all lots hereafter held, owned and conveyed in said subdivision shall be owned and conveyed subject to these recorded covenants and restrictions.

NOW, THEREFORE, for and in consideration of the above premises, ROBERT H. WOOD, JR. and wife, BARBARA WOOD impose upon the Subdivision known as O'Henry Place- Phase I as described by a plat of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, page 140 (and any corrected or supplemental plat hereafter placed of record), the following covenants and restrictions, all of which shall be deemed covenants running with the land:

1. The lots in this subdivision shall be used exclusively for single family residential purposes.

BOOK D524 PAGE 692

2. No building shall be constructed, owned or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two and one-half stories in height, with or without a basement and other than two additional buildings including a detached garage for the owner's vehicles. Barns are permitted as long as they are painted and well maintained.

*Randy Swafford*

3. The dwelling structure shall contain a minimum of 1,600 square feet of heated floor space, exclusive of porches, basements, breezeways and attached garages.

4. The driveway to each residential dwelling shall be concrete, asphalt surface material, or any other type of hardtop surface. The garage or carport entrance shall be to the side or rear of the dwelling structure as same relates to the road on which the dwelling structure faces. Carports are not allowed, except in rear of home.

5. The type of exterior architectural design, material and appearance of all structures on any lot shall be uniform. All homes must be constructed of new material and be of quality workmanship. No concrete blocks are to be exposed to view. All roofs on all dwelling structures shall have pitch and not be completely flat. All roofs on all dwelling structures shall have at least four planes.

6. Following the commencement of construction of the dwelling structures on the lot, the exterior of said structure shall be completely finished within six (6) months from the date of such commencement of construction. The interior of the structure being constructed on any lot shall be completely finished within twelve (12) months from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

7. The sewage system connected to the dwelling structure shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided further that they are kept up in such a way as not to violate any law of local ordinance. The exception being that any property owner who owns four (4) or more adjacent acres may keep horses for pleasure only.

9. No commercial activity of any kind can be carried on upon any of the lots.

10. No lot shall be used or maintained as dumping ground for rubbish. Trash, garbage, or other waste shall be kept in clean and sanitary containers and disposition of same shall be prompt. All sanitary containers shall be concealed from public view and from the roads in the development.

11. No obnoxious or offensive activity of any kind shall be carried on upon any lot.

12. Fencing of the front yards of any lot is prohibited. Backyards can be fenced provided that such fencing does not exceed the height of six (6) feet. All such fences shall be constructed in a uniform and workmanlike manner.

13. Swimming pools must be located in the backyard and shall be constructed below ground level. In the event the backyard is not fenced, the swimming pool must be fenced.

14. Tractors, trailers, tractor-trailer trucks, boats, motor homes and other like powered vehicles will be stored in the garage or out of sight as viewed from the streets. The parking of such vehicles in the driveway of the lot owner is permissible on a temporary basis to suit the convenience of the lot owner. Extended parking of any such vehicles in the driveway shall, however, not be permitted. Automobiles and other vehicles of guests and invitees shall be parked in the driveway of the lot owner and not parked in the streets unless space does not permit and then such parking in the streets will be done in a lawful manner and only for temporary periods of visitation to the lot owner.

15. No lot shall be subdivided to form a smaller lot; however, this shall not be construed so as to prevent resubdividing of lots to establish a larger lot.

16. No temporary buildings of any type or nature shall be maintained on any lot and no trailer, modular home, mobile home, motor home or any other type of movable home, basement, tent or garage shall be used at any time as a residence on any lot.

17. Easements have been established and are shown on the plat of O'Henry Place - Phase I recorded in the Register's Office of

Cumberland County, Tennessee, in Plat Book 10, page 140.

These easements shall be reserved and the plat indicates that easements for the installation, construction and maintenance of utilities are established ten (10) feet to all road right-of-ways and rear lot lines of each lot and six (6) feet on the left and right of the side lines of each lot

18. In the event any lot is resubdivided to form a larger lot, the easements reserved along the original lot lines that are being changed or relocated as a result of the resubdivision will automatically be extinguished and new utility easements established along the newly established dividing or side lines six (6) feet in width on either side of same; provided, however, that no utility installation has been made along the original lot line (s) being relocated as a result of the resubdivision.

19. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pool pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns and should be located to the side or rear of home.

20. After three years from the date of this instrument, the maintenance and upkeep of the entrance sign shall be responsibility of all lot owners.

21. No lot shall be used for purposes of ingress or egress to adjoining and contiguous properties.

22. No dwelling structure may be constructed any closer than fifty (50) feet from any street in the development.

23. These covenants and restriction shall be considered as covenants running with the land and shall bind the purchaser of any lot in the subdivision, and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owing any lots in the subdivision to prosecuted any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or

restriction, and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

24. Invalidation of any of these covenants or restrictions by the judgement of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

25. These covenants and restrictions herein set out shall only apply to the lots included in the plat of O'Henry Place - Phase I said plat being of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, page 140. They shall not be held or construed as creating any requirement on the part of the owner of the subdivision, its assigns or successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such property is contiguous or adjacent to O'Henry Place - Phase I or not, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner(s), their respective heirs, successors or assigns, as to any other property which the developer owns or may hereafter own within the vicinity of O'Henry Place - Phase I by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.

IN WITNESS WHEREOF, this declaration has been duly signed by the owners of O'Henry Place - Phase I this 22<sup>nd</sup> day of January, 1997.

Robert H. Wood, Jr.  
ROBERT H. WOOD, JR.

Barbara Wood  
BARBARA WOOD

STATE OF TENNESSEE

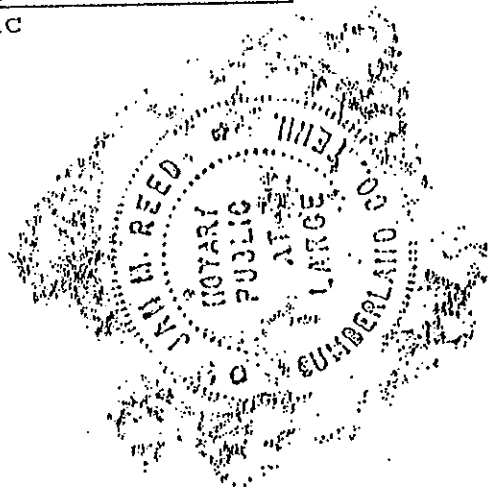
COUNTY OF CUMBERLAND

Personally appeared before me, ROBERT H. WOOD, JR. and wife, BARBARA WOOD, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal of office on this the 22nd day of January, 1997.

Jan M Reed  
Notary Public

My commission expires: 3-1-98.



TRANSFERRED ON  
RECORD BOOK  
CUMBERLAND COUNTY  
  
JAN 27 1997  
  
Ralph Barnwell  
ASSESSOR OF PROPERTY

State of Tennessee, County of CUMBERLAND  
Received for record the 23 day of  
JANUARY 1997 at 1:20 PM. (RECH 169931)  
Recorded in official records DEED  
Book D524 Page 692- 697  
Notebook 10 Page 23  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 24.00, Total \$ 24.00,  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register VELMA DAUGHERTY

BOOK D524 PAGE 697