Prepared by:
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BOOK 4845 PAGE 935

RESTRICTIVE CONVENANTS

REDBUD SUBDIVISION

WHEREAS, Greason Clayton and wife, Gania Rose Clayton hereinafter referred to as "Developers," are the owners and developers of Redbud Subdivision, a Plan of which is of record in Book 4675, Page 137, Register's Office for Davidson County, Tennessee;

WHEREAS, Developers desire to restrict all residentail lots for the protection of the character of the neighborhood, such restrictions to be covenants running with the land and to be binding upon and for the benefit of the purchasers of said lots;

WHEREAS, Developers, for the protection of the entire properties and all lot owners therein, desire to make due provision for the maintenance and preservation of the areas to be used in common by all lot owners, they being the streets or roadways, medians or dividers within the roadways, the "park" together with any perimeter walls or screening;

NOW, THEREFORE, in cosideration of the premises and in part consideration for the sales of lots within the subdivision, Developers do hereby impose upon the entire properties the following restrictions:

1. Each lot designated as such on the recorded plan shall be used for residential purposes, and no more than one residence may be located on a lot.

2. No buildings shall be constructed upon any portion of the areas designated for common use, their use and enjoyment being reserved to all residents in common with each other. No part of the common areas may be subdivided or sold to any third parts, and Developers shall retain ownership and control of said common areas until seventy-five (75%) percent of the lots in the subdivision have been sold, at which time Developers agree to contribute said common areas to a non-profit corporation to be organized by Developers under the name Redbud Cooperative Corporation, in which all lot owners shall be members with the duty of managing and maintaining said common areas. Each lot owner by purchasing a lot within the subdivision agrees to pay a pro rata share based on the nubmer of lots shown on the recorded plan of the cost of maintenance of said common areas to said corporation which shall have the responsibility of carrying out the maintenance as required and of making assessments to each of the owners.

3. Prior to the transfer of the common areas to said corporation, Developers shall be responsible for the maintenance of said common areas, but each lot owner shall be responsible for reimbursing Developers on a pro rata basis for such maintenance costs and at such time as notified by Developers.

4. All architecture of residences within the property shall be of that period known as "Colonial American," as typified by town houses located in the New England Colonies, Georgetown and Charleston, South Carolina, Savannah, Georgia, and New Orleans, Louisiana. All houses erected upon lots shall be for single family occupancy, and Creason Clayton reserves the right to approve all plans and specifications of the first residences to be built upon each lot. In the event he should be not living this approval shall be given by Gania Rose Clayton.

5. All residences shall have a setback line of thirty (30) feet from any perimeter boundary line of said subdivision. The front of each residence must be set back a minimum of ten (10) feet from the curb line in front of each lot. There shall be no side line restrictions, except that residences must be constructed so that there is a minimum of ten (10) feet of clearance between the side walls, including roofs, of said residences.

6. Developers at their cost shall construct a fence or wall along the entrances to the subdivision on Hobbs Road, with a three (3) foot masonry base topped by three (3) feet of wrought iron, and which will be uniform and consistent with the architectural theme of the subdivision.

7. An easement two (2) feet in width is retained by Developers along the perimeter boundary lines of the subdivision for the purpose of constructing and maintaining perimeter walls and screening, and an additional three (3) feet or a total of a five (5) foot wide easement is retained by Developers along said perimeter boundaries for the purpose of maintaining said perimeter walls and screening, and planting and maintaining any shrubs or trees for screening purposes. This easement shall be included as a part of the common areas of the subdivision and Developers agree to convey their interest in same to said corporation at the time other common areas are conveyed to it.

8. In the design of houses to be constructed on each lot, the following specific requirements shall be observed:

(a) All architectural design shall be compatible with the style and general feeling of houses of the period to be represented by the development.

(b) Each house shall contain not less than eighteen hundred (1,800) square feet of living area, excluding basement, garage or carport.

(c) No exposed concrete block will be permitted above ground level in the construction of any buildings or walls; unless the house is weatherboard or a wood material, and in this case, the block must be stucco on the outer surface with no more than two courses exposed.

(d) Each house shall be served by central heating and air conditioning, and all services for utilities shall be placed underground.

(e) Only one and two story houses shall be constructed excluding basements, and ceiling heights shall be no less than eight (8) feet from finished floor level.

(f) Garages and carports must harmonize with the residences.

(g) Any trees designated on the plan of Redbud shall not be cut down or trimmed in the course of construction or thereafter, without prior approval of Creason Clayton.

(h) A minimum of two off street parking spaces shall be provided in the construction of each house.

(i) No utility meters or trash receptacles shall be placed on the front of any residence unless obscured from view from the street.

(j) Garages or carports shall be constructed and used for the parking of automobiles and separate facilities shall be provided in the planning of each residence for the storing of tools, garden supplies and other like items. This storage area may be in the garage or carport areas, as long as the space for automobiles is not affected.

9. It shall not be permissible for any lot owner to erect any temporary building on any lot, except during construction, and no outbuilding of any kind shall be used for occupancy.

10. No livestock, poultry, fowl, swine or other nuisance shall be permitted or kept upon the property. Further, no boats may be stored on the property, either in garages, parking spaces, or elsewhere, and no motor cycles, motor bikes or motor scooters shall be permitted. No lot owner may keep more than two automobiles regularly upon his property unless additional off street parking spaces are provided by such owner. No clothes lines or radio and television antennas shall be permitted in any yards. No pets shall he permitted in the common areas unless accompanied by their owners, the owner being responsible for their actions and behavior.

11. In the event any lot owner desires to offer his lot for sale, he may employ such agent or agents for this purpose as he desires, provided that such agent or agents shall coordinate their sales program through Creason Clayton, or his successors. All advertising, including newspaper advertising, shall be subject to the approval of Creason Clayton. All signs which may be placed upon the property shall he subject to approval of Creason Clayton. After the contribution of the common areas to Redbud Cooperative Corporation and after the sale of all lots by Creason Clayton, the supervision of all sales of lots and the coordination of such shall be performed by Redbud Cooperative Corpration. The selling agent of any lot or residence within the property shall be required to contribute to Creason Clayton, or to Redbud Cooperative Corporation, as the case may be, a fee to compensate it for its efforts and activities in assistance to the agent in the showing of property, which fee shall not, in any event, exceed ten (10%) percent of the commission charged by the selling agent.

12. Ingress and egress, to and from all lots shall be provided from Hobbs Road for both vehicular and pedestrian traffic, and areas designed for such ingress and egress shall be maintained for the orderly flow of all such traffic.

13. In the event of any violation or threatened violation of any of these restrictive covenants, the right is reserved to any lot owner and to Redbud Cooperative Corporation to enjoin the same or to recover damages therefor, or both.

14. No lot sold may be conveyed or transferred by the original purchaser, or any subsequent owner, to a third party unless the owner desiring to sell shall first furnish to Creason Clayton, or after the contribution of the common areas to Redbud Cooperative Corporation, to Redbud Cooperative Corporation, a firm written offer to purchase by such third party, setting forth all of the terms of said offer, and such owner shall furnish evidence that such offer is made in good faith and shall offer the property to Creason Clayton, or to Redbud Cooperative Corporation, as the case may be, at the same price and upon the same terms as offered by the proposed purchaser, and Creason Clayton, or Redbud Cooper-

ative Corporation, as the case may be, shall he allowed ten (10) days after receipt of such offer within which to purchase the same at said price and on said terms. If Creason Clayton or Redbud Cooperative Corporation fails to exercise this purchase option, the owner shall then be free to accept said original offer. The foregoing provisions to the contrary notwithstanding, this paragraph shall not be applicable to any conveyance by mortgage or deed of trust, or to any conveyance at a foreclosure or trustee's sale pursuant to such a mortgage or deed of trust or by any court proceeding.

15. These restrictive covenants shall run with the land and shall be in force and effect for a term of fifty (50) years from the date hereof, unless sooner terminated by the joint action of the owners of lots within the property. These restrictive covenants shall be subject to amendment, in whole or in part, at any time prior to the expiration of the same by the joint action of the owners of not less than seventy-five (75%) percent of the lots within the property.

16. If any of the provisions of this instrument shall be declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Creason Clayton and wife, Gania Rose Clayton, have caused this instrument to be executed this 31st day of July, 1974.

Creason Clayton

Gania Rose Clayton

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.
AUG 22 11 49 AM '74
IDENTIF. REFERENCE

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STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named Creason Clayton and wife, Gania Rose Clayton, the bargainors, 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 at Nashville, Tennessee, this 31st day of July, 1974.

[illegible]
Notary Public

My Commission Expires:

My Commission Expires October 26, 1977