Prepared by
Mac
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RESTRICTIVE COVENANTS FOR HILLSBOROUGH PLACE

WHEREAS, James C. McCanless, hereinafter referred to as "Developer" is the owner and developer of Hillsborough Place, a planned unit development, described in Exhibit A and shown on the unrecorded survey of Leon Stanford, dated August 12, 1977, a copy of which is on file with the Developer and the Hillsborough Place Cooperative Corporation and shall include all lots and areas shown thereon except for lot no. 3, which is specifically excluded herefrom until such time as it is properly made a part of Hillsborough Place. Any reference made herein to "plan, plat or lot(s)" shall pertain to the unrecorded survey mentioned above, which shall be expressly superseded, in whole or in part, by the recording of a formal plat in the Register's Office for Davidson County, Tennessee pertaining to said real property. Lots nos. 1 and 2 are recorded in a plat of Phase I, Hillsborough Place, of record in Book 5190, page 3, Register's Office for Davidson County, Tennessee; and,

WHEREAS, Developer desires to restrict all residential 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; and,

WHEREAS, Developer, for the protection of the entire properties and all lot owners therein, desires to make due provision for the maintenance and preservation of the areas to be used in common by all lot owners as shown on said plan;

NOW, THEREFORE, in consideration of the premises and in further consideration for the sales of the lots within the development, Developer does hereby impose upon the entire properties the following restrictions:

1. The restrictive covenants dated the 11th day of May, 1977, recorded May 25, 1977 in Book 5151, page 50, Register's Office for Davidson County, Tennessee are incorporated herein by reference and made a part hereof as if fully set forth verbatim.

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

3. 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 parties and Developer 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 Developer agrees to contribute said common areas to a non-profit corporation to be organized by Developer under the name Hillsborough Place 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 number 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.

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

5. 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 James C. McCanless or his designated representative, reserves the right to approve all plans and specifications of the first residences to be built upon each lot. Thereafter, James C. McCanless, or his designated representative, reserves the right to approve any additional permanent improvements or alterations on or to said lot such as fences, carports, patios, recreational facilities or the like.

6. All residences shall have a setback line of twenty (20) feet from any perimeter boundary line of said subdivision except for lots nos. 1, 2, 29 and 30. The front of said residence must be setback a minimum of twenty (20) feet from the curb line

in front of each lot. There shall be no side line restrictions, except that residences must be construed so that there is a minimum of ten (10) feet of clearance between the side walls, including roofs, of said residences.

7. An easement five (5) feet in width is retained by Developer along the perimeter boundary lines of the subdivision for the purpose of planting and maintaining any shrubs or trees for screening. This easement shall be included with any utility or multi-purpose easement shown on the plat.

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 not be less than eight (8) feet from finished floor level.

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

(g) All existing trees on the property shown by the plan of Hillsborough Place shall not be cut down or trimmed in the course of construction or thereafter, without prior approval of James C. McCanless or his designated representative.

(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 of the street.

(j) Garages or carports shall be constructed and used for the parking of automobiles. 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.

(k) Houses designed with a garage opening toward any street shall be equipped with garage doors with door openers or operators. Garage doors shall be closed at all times except when automobiles are in the process of being stored or removed from the garage.

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 on the property. Further, no boats, motorcycles, motorbikes, motorscooters, campers or like recreational vehicles may be stored on the property except in garages. 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 clotheslines or radio and television antennas shall be permitted in any yards. No pets shall be 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 James C. McCanless, or his designated representative. All advertising, including newspaper advertising shall be subject to the approval of James C. McCanless, or his designated representative. All signs which may be placed upon the property shall be subject to the approval of James C. McCanless or his designated representative. After the contribution of the common areas to Hillsborough Place Cooperative Corporation and after the sales of lots and the coordination of such shall be performed by Hillsborough Place Cooperative Corporation. The selling agent of any lot or residence within the property shall be required to contribute to James C. McCanless, or to Hillsborough Place Cooperative Corporation, as the case may be, a fee to compensate James C. McCanless or the Hillsborough Place Cooperative Corporation for its efforts and activities in assistance to the agent in the showing of property, which fee shall not, in the 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 Lone Oak Road for both vehicular and pedestrian traffic, over Belmont Boulevard and Jamesborough Place, and the pedestrian walkways as shown on said plat. Areas designed for such ingress and egress shall be maintained for the orderly flow of all such traffic, subject to the laws, orders, rules and regulations of the Metropolitan Government over the dedicated streets shown on said plan.

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 Hillsborough Place 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 James C. McCanless, or after contribution of the common areas, to Hillsborough

Place Cooperative Corporation, a firm written offer to purchase by such third party, setting forth all of the terms of said offer, and such offer shall furnish evidence that such offer is made in good faith and shall offer the property to James C. McCanless or to Hillsborough Place Cooperative Corporation, as the case may be, at the same price and upon the same terms as offered by the proposed purchaser, and James C. McCanless or Hillsborough Place Cooperative Corporation, as the case may be, shall be allowed ten (10) days after receipt of such offer within which to purchase the same at such price and on these terms. If James C. McCanless or Hillsborough Place 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 mortgage or deed of trust or by any court proceeding.

15. Along the southerly boundary line of lots nos. 22 through 29, inclusively, there shall be a perpetual ten (10) foot Pedestrian Access, Utility and Drainage Easement. No construction whatsoever shall be permitted within this easement by the owner of any lot, so as to leave the easement open and unobstructed, with the exception of planted screening as may be required or permitted by the governmental agency having jurisdiction as provided in paragraph 7 above.

16. 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.

17. 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.

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IN WITNESS WHEREOF, We have caused this instrument to be executed this 4th day of January, 1978.

James C. McCanless

Barbara Jean McCanless

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Douglas A. Brace, a Notary Public in and for said County and State, the within named James C. McCanless and Barbara Jean McCanless, 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 4th day of January, 1978.

Notary Public

My commission expires: 4-23-78

DOUGLAS A. BRACE NOTARY PUBLIC DAVIDSON COUNTY

E 44693.

IDENTIF. REFERENCE

JAN 4 3 14 PM '78

FELIX Z. ... REGISTER DAVIDSON COUNTY

JAN-4 78 MISC 6* 16.00 * 16.00

EXHIBIT "A"

A tract of land containing 8.974 acres in Davidson County, Tennessee, described according to a survey by Stanford and Associates, Inc. dated January 4, 1977 and described as follows:

Beginning at a point in the South Margin of Lone Oak Road, said point being in the center line of a section of closed Belmont Blvd.: Thence along the center line of said Blvd. S 11° 48' 04" W 323.81 ft. to a point; Thence leaving said center line with a line S 82° 58' 34" E 210 ft. to a point; thence S 11° 48' 04" W 230 ft. to a point; thence N 82° 58' 34" W 60 ft. to a point; thence S 11° 48' 04" W 100 ft. to a point; thence N 82° 58' 34" W 150 ft. to a point in the center line of said Belmont Blvd.; thence along said center line S 11° 48' 04" W 100.5 ft. to a point; thence leaving said center line S 82° 58' 34" W 122.00 ft. to a point; thence S 11° 48' 04" W 134.64 ft. to a point in the existing R.O.W. of Burton School Road; thence along center line of said R.O.W. N 81° 45' 06" W 589.93 ft. to a point; thence leaving centerline of said R.O.W. N 9° 44' 49" E 462.05 ft. to a point; thence N 81° 31' 36" E 211.03 ft. to a point; thence N 9° 45' 51" E 272.38' to a point in the South margin of Lone Oak Road; thence along said margin N 81° 57' 20" E 316.03 ft.to the point of beginning and containing 8.974 acres more or less.

Being the same property conveyed to James C. McCanless be deeds from Charles E. (Pat) Boone and wife and A.A. Boone and wife, of record in Book 5171, page 697; S.E. Boyce and wife, of record in Book 5172, page 346; Terrell G. Boyce and wife, of record in Book 5172, page 344; Ernest F. Sharpe and wife, or record in Book 5172, page 359; and Nancy R. Shipley, of record in Book 5172, page 342; all being of record in the Register's Office for Davidson County, Tennessee.