

COURTNEY MAYNARD CAUDILL, ET AL

TO: DEED OF RESTRICTIONS

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This Instrument Prepared By:
Phillip R. Sykes, Attorney
1152 College Street
Clarksville, TN 37040

HAZELWOOD COURT, SECTION 1

COURTNEY MAYNARD CAUDILL, JAMES H. MAYNARD, III, SAMUEL L. MAYNARD AND WILLIAM N. MAYNARD are the owners and developer of the following real estate, which they have subdivided into lots according to the plat referred to below, in the 2nd Civil District of Montgomery County, Tennessee:

BEING the subdivision HAZELWOOD COURT SECTION 1 PRELIMINARY & FINAL PLAT, Section 1, as shown by plat of record in Plat Book I, Page 256, in the Register's Office for Montgomery County, Tennessee and being property conveyed to COURTNEY MAYNARD CAUDILL, JAMES H. MAYNARD, III, SAMUEL L. MAYNARD AND WILLIAM N. MAYNARD, by deeds of record in ORBV 1654, Page 1081 and ORBV 1654, Page 1083, of record in the Register's Office for Montgomery County, Tennessee.

The Owners intend by this document to place certain restrictions on the numbered lots of the subdivision shown on the plat. Owners ratify and reaffirm the encumbering of the property with all matters shown on the above referenced plat.

For the purpose of carrying out the development of the subdivision, and for and in consideration of the mutual benefit of the present and future owners of the lots in the subdivision, their heirs, successors and assigns, owners place the following restrictions on the numbered lots of the subdivision shown on the plat, which shall be binding on all present and future owners of the lots, their heirs, successors, and assigns:

1. The lots shall be used for residential purposes only.
2. Only single family dwellings are allowed. No more than one dwelling or part thereof may be located on any one lot.
3. Dwellings shall be built to comply with the minimum building setback lines shown on the plat. Porches (except for enclosed or screened porches), steps, terraces, awnings and roof overhangs may extend over the setback lines. Any measurement to determine compliance shall be taken from the main walls of the dwelling to the setback lines. If a variance from the setback lines is requested and approved by the local governmental agency having jurisdiction, the variance will not be considered a violation of this restriction.
4. No business, commercial, manufacturing, or professional use of any kind shall be maintained on any lot. All lots shall be used for strictly residential purposes.
5. No lot shall be used for any purpose or in any manner, which, as a matter of common experience, creates or tends to create a nuisance.
6. No lot shall be used for any purpose or in any manner, which as a matter of common experience, is or tends to be offensive, annoying, noxious, or detrimental to the use of other lots in the subdivision or properties in the vicinity of the subdivision.
7. No swine, cattle or poultry shall be maintained on any lot.
8. No vegetable gardens shall be located further forward than the back corners of the dwelling.
9. No house trailers, mobile homes, outbuildings other than outbuildings used for storage, barns, tents, shacks, clotheslines,

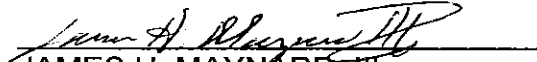
or structures of a temporary character shall be allowed, maintained, or stored on any lot, except for trailers of contractors in the process of construction.

10. No vehicles shall be parked on the subdivision's streets at any time.
11. No basement shall be used at any time as a separate residence.
12. One vacation trailer or one camper or one recreational vehicle may be stored on a lot, but cannot be used at any time as a residence.
13. No more than one satellite dish may be located on any lot. Any satellite dish must be located no further forward than the front corners of the dwelling. No part of a satellite dish may be located in an area reserved on the plat for any type of easement or setback line.
14. Any fences constructed on any lot shall be of four foot chain link or wooden construction and shall run on the lot lines from and between the rear property corners, but shall be constructed no further forward than the back corners of the dwelling.
15. Any driveway or any part thereof on any lot shall be concrete only.
16. All mailboxes must be of brick masonry design and must remain the same as constructed by the original builder/developer.
17. No structure or installation of any nature shall be moved onto any lot unless it shall conform to and be in harmony with existing structures and installations in the subdivision.
18. The total floor living space of any dwelling (whether single, 1 ½, two story or split-level), exclusive of open porches, garage, carport, breezeway or basement, built upon any lot, shall be not less than 1,080 square feet.
19. A house may be built without a garage.
20. All buildings erected on the premises shall have a brick veneer masonry or brick veneer concrete foundation and shall not be exposed to the exterior above grade level. Outside walls must be brick or stone or stucco or siding (which must be vinyl or aluminum) or any combination of two of the above.
21. No signs of any advertising nature shall be permitted on any lot or dwelling except in conformity with applicable zoning ordinances. Signs, however, may be erected by the owner during the development and sale of the lots. Real estate "For Sale" signs are permissible.
22. Owner reserves the right of replatting any lots owned by him at the time of replatting, including but not limited to consolidation or division of lots. Lots as replatted will be subject to the terms of these restrictions.
23. The present and future owners, or any of them, their heirs, successors, and assigns, shall have the right to enforce these restrictions and seek any remedy, relief, or recourse by any proceeding at law or in equity against any person or persons violating, threatening to violate, or attempting to violate these restrictions.
24. These restrictions shall run with the land and shall be binding on present and future owners and persons claiming under them, their heirs, successors and assigns, for a period of thirty (30) years from the date of the recording of this document, after which time said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to alter, amend and/or remove the restrictions in whole or in part. These restrictions may be amended at any time by majority of the owners of the lots at that time. A majority shall be determined on the principle of one lot-one vote.

25. Invalidation of any one of these restrictions by a court shall in no way affect any of the other provisions, which shall remain in full force and effect.

Owner has executed this document on 22nd day of MARCH, 2018.


COURTNEY MAYNARD CAUDILL


JAMES H. MAYNARD, III


SAMUEL L. MAYNARD

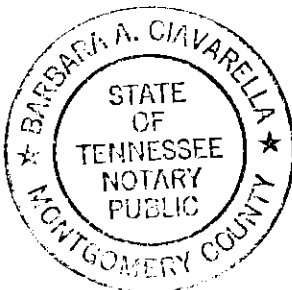

WILLIAM N. MAYNARD

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, COURTNEY MAYNARD CAUDILL, JAMES H. MAYNARD, III, SAMUEL L. MAYNARD AND WILLIAM N. MAYNARD, with whom I am personally acquainted, and who acknowledged the execution of the within instrument for the purpose therein contained on this 22nd day of MARCH, 2018.


NOTARY PUBLIC

My Commission Expires: 8-11-20



Connie E. Gunnett, Register	
Montgomery County Tennessee	
Rec #: 404249	Instrument #: 1158210
Rec'd: 15.00	Recorded
State: 0.00	3/23/2018 at 3:45 PM
Clerk: 0.00	in Volume
Other: 2.00	1800
Total: 17.00	Pgs 2290-2292