

DECLARATION OF RESTRICTIONS  
OF  
CLUBHOUSE ESTATES SUBDIVISION  
The Clubhouse Estates Subdivision Restrictive Covenants:

The undersigned owners of all the property located in the Clubhouse Estates Subdivision, in the 9<sup>th</sup> Civil District of Greene County, Tennessee, do hereby place against the said land the following restrictive covenants and conditions to be binding on the use of the same property, the same being covenants which are to run with the land, and are to be binding upon the successors and assigns of the undersigned.

1. **REAL PROPERTY.** The property as to which the terms, covenants and restrictions herein contained apply are those lots collectively known as the Clubhouse Estates Subdivision, a plat of which appear of record in Plat Cabinet D, Slide 393, in the Register's Office for Greene County, Tennessee.

2. **RESIDENTIAL USE AND SIZE RESTRICTIONS.** All lots shall be used for single family residence of one story or one story over basement constructed thereon shall have not less than 1400 square feet finished floor space on the ground floor of such house, exclusive of open porches, garages, carports and basements. In the event such residence is a multi-level house, it shall have at least 1800 square feet of finished floor space, 1200 square feet of which is above average elevation of the ground or grade, exclusive of open porches, garages, carports and basements. No such dwelling house shall be occupied for residential purposes until the outside thereof shall be completely finished and the yard cleaned and graded. No building, structure, alteration or improvement shall exceed thirty-five (35) feet height measured from the average level of the finished grade.

3. **VEHICLE LOCATION.** Any boats, trailers, snowmobiles and motorcycles owned or principally used by the owner of the lot or a member of his household or family shall be kept in a garage or carport. There shall be provisions made by each owner for a garage for at least two automobiles and off-street parking for at least one (1) additional automobile per lot in the subdivision. On street parking is not allowed. Driveways must be paved or concrete.

4. **SETBACKS IN SUBDIVISION.** All dwelling units or building must comply with the minimum front set back requirements for each particular lot. No lots may be subdivided.

5. **TRAILERS, MOBILE HOMES, BASEMENTS HOMES AND TEMPORARY STRUCTURES.** No structure of a temporary character, including but not limited to trailers, mobile homes, basements, tents, shacks, sheds, garages or other structure falling within such purview shall be used upon the property at any time as a residence. No old buildings, whether intended for use in whole or in part as a main residential structure, or for use as a garage or other building allowed on the property shall be moved upon any of the tracts or lots. There shall be no metal, cement block, or rough log storage buildings, garages or houses. No buildings or structures constructed on any of the lots shall have any asphalt, metal siding on the exterior walls. All building structures shall comply with the provisions of the building, plumbing and electrical codes in effect and adopted by Greene County, Tennessee.

6. **NUISANCES, OFFENSIVE ACTIVITIES FORBIDDEN.** No noxious or offensive activities shall be carried on upon the property, nor shall anything be done which may be declared or which may become a public or private nuisance in the area.

7. **INDIVIDUAL SEWAGE AND WATER SYSTEM.** Individual sewage disposal system or water system shall be permitted upon the property. All lots will hook onto the Utility Water District. This restriction shall not preclude the development of a water well for gardening and/or heating/cooling systems.

*This instrument prepared by Larry H. J.*

8. **COMMERCIAL OPERATIONS AND SIGNS.** There shall be no use of the real property or any building constructed thereon for commercial or business uses; provided, however, that this restriction shall not preclude a person from engaging in a profession which is concerned with the delivery of services. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. **TRASH AND GARBAGE.** No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the premises, and no burning of same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise be unexposed to public view. Nothing herein contained shall be construed to prohibit or deny the installation or use of woodburning fireplaces or stoves or of patio barbecues. All vacant lots shall be kept mowed.

10. **ANIMALS.** Household pets such as dogs, cats and birds are allowed in the subdivision as inside pets only. No livestock, including but not limited to horses, cows, pigs, chickens and sheep shall be kept by its owners in the subdivision. No commercial breeding of pets or the running of a kennel shall be allowed upon the premises.

11. **EASEMENTS.** Easements to each individual lot, fifteen (15) feet wide for the installation and maintenance of utilities and drainage facilities are reserved along each lot line for the benefit of any utility company or cable service company for the installation and maintenance of utility or cable lines. The granting of this easement or right of way access shall not prevent the use of the area by the owner of any lot for any permitted purpose except for buildings. All utilities and cables shall be underground except for those which the Greenville Light and Power Superintendent shall deem necessary to be placed above ground.

12. **SIGHT DISTANCE.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines. No outside clothes lines; no antennas; satellite dish is permitted, but not to exceed 18" and must be attached to house.

13. **CONSTRUCTION MATERIALS.** Any building constructed on the lot shall conform in style to the house and be constructed from appropriate building materials as to conform to the house materials. None of the buildings in this subdivision shall have a metal roof unless such roof shall be made of copper or raised-seam tin. Cinder block or concrete block walls may only be used for foundation and if exposed to view must be covered. The construction of all dwelling houses shall be completed within one (1) year after the date of the start of the construction upon the same.

14. **LIMITATION ON WATER DIVISION.** Any diversion of a natural water course shall not cause damage to adjoining lots or prevent the natural drainage of the subdivision.

15. **ENFORCEMENT.** Enforcement of these covenants shall be by proceedings either at law or in equity by any owner of a lot in the subdivision against any person or persons violating or attempting to violate any covenants; and legal proceedings may be either to restrain violation of the covenants or to recover damages or both.

16. **EFFECT OF NON-ENFORCEMENT.** The failure of any of the parties hereto or any covenant or restriction herein contained shall in no event be deemed to waive or any way covenant thereafter or to collect damages for any subsequent breach of covenant.

17. EFFECT OF PARTIAL INVALIDATION. In any conveyance of the property or any portion thereof, it shall be sufficient to insert a provision in any deed to the effect that the property is subject to the restrictions and covenants herein contained without setting forth said restrictions and covenants verbatim or in substance in said deed. All property shall be subject to the restrictions and conditions herein set forth or as hereafter amended, whether or not there is a reference to the same in the deed or conveyance.

18. AMENDMENT. The provisions herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by eighty percent (80%) of the owners of record of the lots in said Clubhouse Estates Subdivision.

IN WITNESS WHEREOF, the said owners of the property located in the CLUBHOUSE ESTATES SUBDIVISION have hereunto executed there restrictive covenants on the 30 day of September 1998.

Larry H. Jones

STATE OF TENNESSEE )  
COUNTY OF GREENE )

Personally appeared before me, Larry H. Jones, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand at office this 30 day of September, 1998

Shana A. Riddle  
Brayton  
Notary Public

My Commission Expires: 10-31-2001



State of Tennessee, Greene County Register's Office  
This instrument recorded in 11/20/98 Book 1194 Page 987  
Recorded for record at 11:20 AM on the 6 day of October 1998  
State tax ..... CF ..... DPF 200 Rec'd Fee 1200 Total 1400  
Noted in Book ..... Pg. 311 R No. Joy Rader, Reg.  
R # 28582 Deputy

Received of Larry Jones  
CHECK  CASH   
MAIL  FILE   
400 N. Main St. 989  
Gville 37745