

# COPY

*This Instrument Was Prepared by the Owners Herein*

## RESTRICTIONS APPLICABLE TO BARLOW ESTATES

Jerry C. Gaw, Inc.; Bernhardt, LLC; Anthony Hammock and Katherine Hammock, Husband and Wife; and Andy Hammock and Jennifer Hammock, Husband and Wife, owners in fee simple of all the lots in Barlow Estates, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet E, Slide 28B, hereby make the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts in said subdivision may be put; hereby specifying that said declarations shall constitute covenants to run with all the land for a term and period of forty (40) years herefrom, as provided by law, and said covenants shall be binding upon themselves and all purchasers of lots and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declaration of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as hereby and herein specified.

1. No lot shall be used except for residential purposes, but this shall not exclude the temporary use of a house for a showcase model home or temporary real estate sales office under the auspices of the developers.
2. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family; and only one (1) house is to be erected or constructed on any lot and/or tract of the above-described property.
3. No building shall be constructed or maintained on any lot nearer the front of the lot than the setback line, as shown on the recorded plat. Rear, side and corner setback restrictions shall be as required by the zoning regulations. The Declarants expressly reserve the right to amend or alter, in the deed, the minimum setback lines, when necessary due to topography.
4. A perpetual easement is reserved for each lot, as shown on the recorded plat, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
5. No structure, storage building, or old or used house shall be permitted to be brought into Barlow Estates to be placed or erected on any lot.
6. In the event the plans call for a garage door facing the front of the street, the door and/or doors shall be designed to coincide with the architectural décor of the structure and shall meet with the approval of the developer. An electrical garage-door mechanism

shall be used, and the door and/or doors shall be kept closed at all times except when leaving or entering.

7. No concrete block used in the foundation, or elsewhere in the construction, of any building erected on any lot of Barlow Estates shall be permitted to be visible above the ground level.
8. Each residence owner shall be responsible to furnish his/her residence a combination mailbox, house number identification system and newspaper delivery system, which shall be designed to coincide with the architectural décor of the residence. The developer shall specify the type.
9. Exterior architectural rendering, plans and specifications which shall include landscaping, ducting for air conditioning and heat, be it central or solar, and location plot plans shall be submitted to, with a copy for the use of grantor-developer, and be approved in writing by the developer, grantor, its successors or assigns, prior to commencement of excavation of construction on any said lot. No building shall be constructed or maintained on any said lot unless plans and specifications and plot plans and landscaping plans have been submitted and approved as aforesaid and unless construction of said building has been prosecuted and completed in strict accord with the approved plans and specifications and location plot.
10. No unattached building(s) may be moved onto any said lot. Any detached building(s) must be of a permanent nature including footing and foundation. All exteriors of any such detached building(s) shall be of the same material as used on the exterior walls of the residence.
11. All driveways must be asphalt, brick and/or concrete. All residences must use brick and/or concrete sidewalks leading from street and/or driveways to the residence. No stepping stones are permitted. Prior to and during construction, all driveways must be identified, graded and graveled to the extent that mud is not traveled onto streets while the construction is in process.
12. All residences must be landscaped no later than six (6) months after completion of the residence.
13. All dividing walls and fences between lots or around swimming pools or patios shall be designed to coincide with the architectural décor of the structure and shall meet with the prior approval of the grantor-developer. No chain link fences shall be allowed on any lot. No fences shall be permitted in any front yard of any residence.
14. No vehicles of over one-ton capacity may be parked, stored or kept on property or streets of Barlow Estates, except for purposes of delivery only.

15. No one will be permitted to have a junk car or junk, trash, garbage, or scrap accumulations on said lots. Any car unlicensed in the current year will be considered a junk car.
16. No noxious or offensive operations shall be conducted or maintained on any lot and/or tract, and nothing shall be done on said lot and/or tract that may constitute a nuisance or unreasonable annoyance to the neighborhood.
17. No poultry, livestock, or animals shall be allowed or maintained on any lot at any time; provided, however, this shall not preclude the keeping of dogs or cats, or other household pets, which pets must be kept inside the residence when unattended; provided further however, that nothing shall permit the keeping or raising of dogs, cats or other animals for commercial purposes.
18. No lot or portion thereof in Barlow Estates shall be used as a street or road or alley or right-of-way or driveway, or to create any of the foregoing to any other property or any other street except within Barlow Estates.
19. Any vegetable gardens on any lot in Barlow Estates must be placed in the portion of the lot located behind the house. No such gardens shall be placed in the front of any house in Barlow Estates.
20. No aboveground swimming pools shall be permitted in Barlow Estates.
21. No sign of any kind shall be displayed to the public view or on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, except for signs used by builders or developers to advertise the property during the construction and sales period.
22. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no house trailer or such vehicle shall be stored on the premises.
23. The exterior side of all window treatments must be a neutral color.
24. Violation or threatened violation of any of the aforesaid restrictions shall subject the violating lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees and court costs and expenses reasonably incurred in enforcing these restrictions, and which will constitute a lien on the lands of such person or persons against whom incurred. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged

in said conveyance, without which the conveyance would not have been made.

25. Any exceptions to the above restrictions must be approved in writing by the grantor-developer prior to the commencement of any construction.

In the event any one or more of the foregoing restrictions are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictions, all other restrictions shall be and remain in full force and effect.

WITNESS THEIR HANDS on this 6<sup>th</sup> day of April 2006.

JERRY C. GAW, INC.

BERNHARDT, LLC

BY: [Signature]  
Jerry C. Gaw, President

BY: [Signature], CM  
Aaron L. Bernhardt, Chief Manager

[Signature]  
ANTHONY HAMMOCK

[Signature]  
ANDY HAMMOCK

[Signature]  
KATHERINE HAMMOCK

[Signature]  
JENNIFER HAMMOCK

STATE OF TENNESSEE  
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said county and state, JERRY C. GAW, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of JERRY C. GAW, INC., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this 6<sup>th</sup> day of April 2006.

My Commission Expires: 09-30-2009

[Signature]  
NOTARY PUBLIC

STATE OF TENNESSEE  
NOTARY PUBLIC  
PUTNAM COUNTY

**STATE OF TENNESSEE  
COUNTY OF PUTNAM**

**PERSONALLY APPEARED** before me, the undersigned authority, a Notary Public in and for said county and state, **AARON L. BERNHARDT**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of **BERNHARDT, LLC**, the within named bargainor, a limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

**WITNESS MY HAND** and official seal at office in Cookeville, Tennessee, this 6<sup>th</sup> day of April 2006.

*Darlene Nora Utter*  
NOTARY PUBLIC

My Commission Expires: 12-19-2006



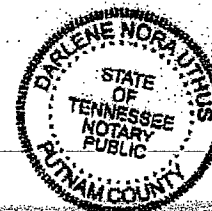
**STATE OF TENNESSEE  
COUNTY OF PUTNAM**

**PERSONALLY APPEARED** before me, the undersigned authority, a Notary Public in and for said county and state, **ANTHONY HAMMOCK, KATHERINE HAMMOCK, ANDY HAMMOCK and JENNIFER HAMMOCK**, the within named bargainors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

**WITNESS MY HAND** and official seal at office in Cookeville, Tennessee, this 6<sup>th</sup> day of April 2006.

*Darlene Nora Utter*  
NOTARY PUBLIC

My Commission Expires: 12-19-2006



Opal Burris, Register  
Putnam County

|              |                     |
|--------------|---------------------|
| Rec #: 44053 | Instrument #: 58664 |
| Rec'd: 25.00 | Recorded            |
| State: 0.00  | 4/6/2006 at 2:07 PM |
| Clerk: 0.00  | in Record Book      |
| EDP: 2.00    | 302                 |
| Total: 27.00 | Page 226-230        |