

DWL:062894-01

This Instrument Prepared by LEDBETTER AND BUCK, Attorneys
P.O. Box 715, Cookeville, Tennessee 38503-0715

RESTRICTIVE COVENANTS APPLICABLE
TO COLONIAL PARK WEST SUBDIVISION, PHASE II

Herbert R. Sweetland and wife, Shirley G. Sweetland, owners in fee simple of the property known as Colonial Park West Subdivision, Phase II, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet B, Slide 138, hereby make the following declarations as to limitations, restrictions, and uses to which the lots in the subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land as provided by law, and shall be binding on ourselves 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 specified:

1. No billboards shall be erected on subject property, and no exterior advertising of any off-site business, product, candidate, or otherwise, shall be advertised on subject premises.
2. All exterior building plans must be approved by the developer in writing prior to commencement of construction. Developer, may in his sole discretion, disapprove the design of any building exterior.
3. The front facade of any building constructed on subject property shall be of brick, stucco, or similar material, and no metal building fronts may be visible from the street.
4. Each parcel of land within the subdivision shall have a landscaped green space with shrubbery and/or trees located between the street margin and the parking area in front of any building located on the property.

Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-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 attorneys fees reasonably incurred in enforcing these restrictions. 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.

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.

Part of THIS INSTRUMENT
FOR RELEASE OF THIS INSTRUMENT
SEE BOOK NO. 202 PAGE 286
DATE 12-30-05 REGISTER

585

1087172

WITNESS OUR HANDS on this 1st day of July, 1994.

Herbert R. Sweetland
HERBERT R. SWEETLAND

Shirley G. Sweetland
SHIRLEY G. SWEETLAND

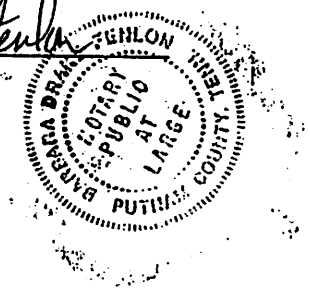
STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, HERBERT R. SWEETLAND and SHIRLEY G. SWEETLAND, 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 Cookeville, Tennessee on this 1st day of July, 1994.

Barbara Drake Tenlon
NOTARY PUBLIC

My Commission Expires: 9-22-91



STATE OF TENNESSEE, PUTNAM COUNTY
The foregoing instrument and certificate were noted in
Note Book 18 Page 367 at 1:40 o'clock P M 7-1 1994
and recorded in 111 Book 349 Page 585
State Tax Paid \$ Fee
Recording Fee 8.00 Total 8.00 Receipt No. 2472
Open Business Register