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## PROTECTIVE COVENANTS

FAIRLANE  
Subdivision Name

Smithville, Tennessee  
Location

2478  
File Number

### PART A.

Whereas, Puckett and Cathcart Construction Company, a Tennessee corporation, purchased from J. P. Colvert, Trustee, a tract or parcel of land situated in the 9th Civil District of DeKalb County, Tennessee, and which land is described as follows:

Bounded on the North by Old State Highway No. 26; on the East by the lands of Tramel; on the South by New State Highway No. 26; and on the West by the lands of Annie Hendrixson and Mrs. C. A. Malone, and being all of the lands of the grantor lying between said two highways and between said East and West boundaries, and being the same land described in conveyance from J. P. Colvert, Trustee to Puckett and Cathcart Construction Company under date of June 12, 1959, and which conveyance is of record in Deed Book J-3, page 155, Register's Office, DeKalb County, Tennessee.

Whereas, said land was purchased on the 12th day of June, 1959, for the purposes of a subdivision, and constructing residential units thereon, and,

Whereas, said corporation is the owner of said land in fee simple and they have had prepared a map or plan of said subdivision, by J. R. Wauford Company, engineers, to be filed of record in the Register's Office of DeKalb County, Tennessee, along with the covenants hereinafter mentioned, which covenants shall apply to all the land above described.

### PART B. AREA OF APPLICATION.

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to all of the land above described.

### PART C. RESIDENTIAL AREA COVENANTS.

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$6,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum per-

mitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5-foot minimum side yard shall be permitted for a garage to other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

C-5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

C-6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear eight feet of the lot and as shown on the recorded plat, plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at time as a residence either temporarily or permanently.

C-9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five 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.

C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

C-14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

C-15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-16. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

#### PART D. GENERAL PROVISIONS.

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

#### PART E. ATTEST.

Signed this 3rd day of June, 1960.

PUCKETT & CATHCART CONST. CO., INC.

Sworn and subscribed to before me  
this June 3, 1960.

W. A. Cathcart  
W. A. Cathcart, President

W. T. Puckett  
NOTARY PUBLIC

My commission expires July 23, 1960.

W. T. Puckett  
M. T. Puckett, Secretary-Treasurer

**REGISTER OFFICE DEKALB COUNTY, TENNESSEE**

Received for record this 3 day of June 19 60

at 3:30 o'clock P. M., and noted in

notebook I page 59 Registered in

Book K-3 page 165

Luz Wagoner Registrar