

COMPARED

RESTRICTIONS APPLICABLE TO WINDSOR HILL SUBDIVISION

Jerry C. Gaw, Paul Gaw, and James Smith, owners in fee simple of the property known as Windsor Hill Subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet B, page 130, hereby make the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts, in the subdivision, may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on 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 specified.

1. These restrictions apply to lots 1 thru 56 of the Windsor Hill Subdivision.
2. 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.
3. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family or two (2) families whichever is applicable and determined by the size of the lot. Only one (1) building is to be erected or constructed on any lot and/or tract of the above described property.
4. No building shall be constructed or maintained on any lot nearer the front of the lot than the set-back line, as shown on the recorded plat. Rear, side and corner set-back restrictions shall be required by the City of Cookeville zoning regulations. The Declarants expressly reserve the right to amend or alter, in the deed, the minimum set-back lines, when necessary due to topography.
5. 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.
6. All utilities leading from the street to the residence, including but not limited to wiring, electrical, telephone and television cables, etc. on said above-described property, shall be underground.
7. No residence shall be maintained on any lot unless the same be connected with, and served with, water and sewer from the water and sewer supply mains provided in the said above-described property.
8. No old house shall be permitted to be brought into Windsor Hill to be placed or erected on any lot.
9. Any single family residence erected on any lot and/or tract, as shown on said plan, shall have a minimum living area of 1250 square feet. Any two family residence shall have a minimum of 1000 square feet per each unit (total 2000 square feet minimum). The foregoing minimum square footage requirements shall be exclusive of garages, basements, porches, terraces,

*Fr. Marc - Dec. 3521 - 304
for license on 362 01 333*

5/28/01

carports, and similar appurtenances. In addition, all single family residences shall have an attached one-car garage or an attached carport for a minimum of one (1) car. However, a one-car basement garage may be utilized in lieu of an attached one-car garage. Carports are discouraged, however, if plan includes carport they must be attached to residence and located in rear. No carports will be permitted on front or side of residence. Two story and split level single family residences shall contain not less than 1650 square feet. When building two (2) family residences, two story minimum living area of 1200 square feet will be required per each unit.

- 10. All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist nor shall be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon.
- 11. 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 decor of the structure. 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.
- 12. No concrete block, used in the foundation or elsewhere in the construction of any building erected on the lots of Windsor Hill shall be permitted to be visible above ground level.
- 13. All exterior wall materials must be at least 75% brick on the front elevation with the exception of dormers or in some cases walls that extend over a roof line. Side and rear elevations can be 100% siding. Any exceptions to this must be approved in writing prior to commencement of construction by grantor-developers.
- 14. No unattached building(s) may be moved or erected on subject property.
- 15. All driveways must be paved or concrete. All residences must use concrete sidewalks leading from driveways to 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.
- 16. All residences must be landscaped no later than six (6) months after completion of residence.
- 17. All dividing walls and fences between lots or around swimming pools or patios shall be designed to coincide with the architectural decor of the structure and shall meet with the prior approval of the grantor-developer. No fences shall be permitted in any front or side yards of the residence.
- 18. No vehicles of over one-ton capacity may be parked, stored or kept on property or streets of Windsor Hill except for purposes of delivery only.
- 19. 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.

20. 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 which may constitute a nuisance or unreasonable annoyance to the neighborhood.
21. 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.
22. No lot in Windsor Hill shall be used as a street or driveway, or to create a street or driveway to any other property or any other street except within Windsor Hill. An exception to this must be approved in writing prior to commencement of construction by grantor-developer.
23. All vacant lots shall be mowed and trimmed by owner at least once each month beginning in April and through September, and other months as needed to keep a neat appearance. All lots shall be kept picked up and clean of debris at all times and especially during construction.
24. No above ground swimming pools.
25. 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.
26. 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.
27. Minimum roof pitch on major portion of residence to be 7/12 pitch. Any exceptions to this must be approved in writing prior to commencement of construction by grantor-developers.
28. 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 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.

WITNESS OUR HANDS on this the 17th day of December, 1993.

Jerry C. Gaw
JERRY C. GAW

Paul Gaw
PAUL GAW

James Smith
JAMES SMITH

STATE OF
COUNTY OF

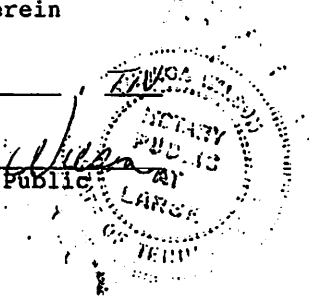
PERSONALLY APPEARED before me Theresa Wilson, a Notary Public in and for said County and State Tennessee, Jerry C. Gaw

the within named bargainors _____, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Cookeville this 17th day of December, 1993

Commission expires 8-1-94

Theresa Wilson
Notary Public



STATE OF
COUNTY OF

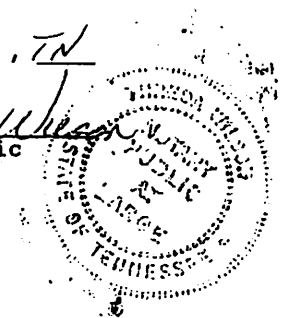
PERSONALLY APPEARED before me Theresa Wilson, a Notary Public in and for said County and State Tennessee, Paul Gaw

the within named bargainors _____, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at Cookeville, TN this 17th day of December, 1993

Commission expires 8-1-94

Theresa Wilson
Notary Public



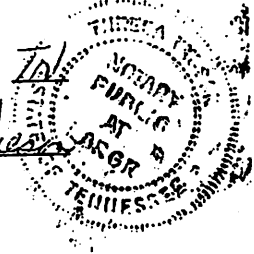
STATE OF
COUNTY OF

PERSONALLY APPEARED before me Theresa Wilson, a Notary
Public in and for said County and State Texas Smith

the within named bargainors _____, with whom I am personally
acquainted, and who acknowledged that he
executed the within instrument for the purposes therein
contained.

WITNESS MY HAND and official seal at Cookeville, Tenn.
this 17th day of December, 1993

Commission expires 8-1-94 Theresa Wilson
Notary Public



STATE OF TENNESSEE, PUTNAM COUNTY
The foregoing instrument and certificate were noted in
Note Book 18 Page 222 At 3:51 O'clock P 12-17-1993
and recorded in 110 Book 343 Page 671
State Tax Paid \$ _____ Fee _____
Recording Fee 20.00 Total 20.00 Receipt No. 16832
Opel Busia Register

MODIFICATION OF RESTRICTIONS APPLICABLE TO
WINDSOR HILL SUBDIVISION

This modification of restrictive covenants ("Modification of Restrictions"), is hereby made, published and declared this 9th day of December, 1994, by Jerry C. Gaw, Paul Gaw, and James Smith (hereinafter the "Developers"), being the owners in fee simple of the property prior to its development and subdivision into Windsor Hill Subdivision (the "Subdivision"), and by all the persons who have purchased lots within the subdivision from the Developers (hereinafter referred to as the "Lot Owners").

WITNESSETH:

WHEREAS, the Developers declared certain restrictions on the property known as Windsor Hill Subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet B, Page 130, and which restrictions are of record in Warranty Deed Book 343, page 671, of said county; and

WHEREAS, the Developers are still the owners of most of the lots subject to said restrictions, there having been only a few lots conveyed to other parties at the time of the declaration of this modification to the restrictions, which other parties are the Lot Owners who have joined in this instrument; and

WHEREAS, it is for the interest, benefit, and advantage of the Developers and Lot Owners of lots within the Subdivision, that the restrictions be modified to give the Developers additional discretion regarding exceptions to be approved by the Developers to the declared restrictions, such discretion being necessary to permit the Developers to oversee the orderly and aesthetic development of the Subdivision.

NOW, THEREFORE, for and in consideration of the premises and other benefits to be derived by the Lot Owners, the Developers, and each and every subsequent owner of any of the lots or portions of said lots in the Subdivision, the Developers and Lot Owners do hereby declare the following modification to the restrictions to apply to Lots 1 through 56 of the Windsor Hill Subdivision, shown of record in said Plat Cabinet B, page 130, and to all persons owning any of said lots or portions thereof, hereafter. This modification shall become effective upon the recordation of this instrument and shall run with the land and be binding upon all persons claiming under or through the Developers.

1. Minimum Square Footage. Restriction number 9 as stated in the declaration of restrictions recorded in Warranty Deed Book 343, page 671, Register's Office of Putnam County, Tennessee, which restriction number 9 addresses the minimum square footage of residences to be built on each lot, is hereby modified to add the following sentence at the end of said restrictions:

"Grantor-Developer retains the right to grant an exception to the minimum square footage requirement contained in this paragraph, but any such exception must be approved in writing, signed by Grantor-Developer prior to commencement of construction."

2. Amendment. Anything contained herein, or in the original restrictions recorded at Warranty Deed Book 343, page 671, to the contrary notwithstanding, the Developers reserve the right for the Developers, their successors and assigns, to modify, release or amend all the covenants and restrictions contained herein until such time as Developers have sold all of the lots; and thereafter the declaration of restrictions may be modified and amended by the vote of at least Seventy Five (75 %) percent of the owners of all lots then subject to the declaration of restrictions, each such lot to carry one (1) vote. Any such modification must be in writing and filed for record in the Register's Office for Putnam County, Tennessee.

For Amend see 362 09 223

3. Severability. Invalidation of the restrictions or this modification thereof, or any portion of any such covenants or restrictions, by a judgment or court order shall no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of the restrictions, and this declaration of modification of restrictions, are declared to be severable.

4. Remaining Restrictions Unmodified. Except as specifically modified hereby, the restrictions recorded at Warranty Deed Book 343, page 671 remain unmodified and unchanged and are to remain in full force and effect.

IN WITNESS WHEREOF, the Developers and Lot Owners have caused this declaration to be executed on the day and date first above written.

Harold Jackson
(Signature)

Harold Jackson
(Please print name)

Wrenetta Gaw
(Signature)

Wrenetta Gaw
(Please print name)

Rennie Davidson
(Signature)

Rennie Davidson
(Please print name)

Brian T. Murphy
(Signature)

Brian T. Murphy
(Please print name)

Danise Daudon
(Signature)

Danise Davidson
(Please print name)

Jerry C. Gaw, President
(Signature)

JERRY C. GAW, INC.
(Please print name)

A. Keith Simmons
(Signature)

A. Keith Simmons
(Please print name)

Raye Ann Simmons
(Signature)

Raye Ann Simmons
(Please print name)

(Signature)

(Please print name)

Jerry C. Gaw
JERRY C. GAW, Developer

Paul Gaw
PAUL GAW, Developer

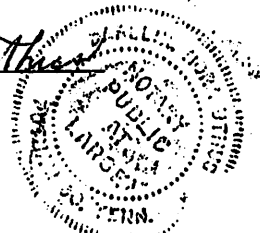
James Smith
JAMES SMITH, Developer

STATE OF TENNESSEE
COUNTY OF PUTNAM

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, JERRY C. GAW, PAUL GAW and JAMES SMITH, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 9th day of December, 1994.

Darlene Nora Utthaus
NOTARY PUBLIC



My Commission Expires:
9-22-98

STATE OF TN
COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, Harold Jackson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 9 day of December, 1994.

Darlene Nora Utthaus
NOTARY PUBLIC



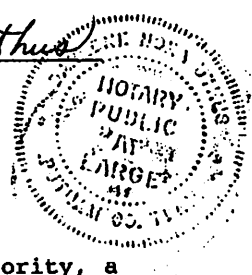
My Commission Expires:
Sept 22 1998

STATE OF Tennessee
COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, Wheretta Gaur, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 12th day of December, 1994.

Darlene Nora Utthaus
NOTARY PUBLIC



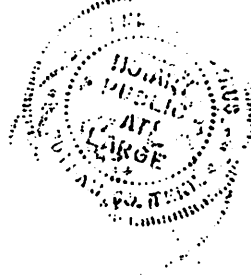
My Commission Expires:
9-22-98

STATE OF Tennessee
COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, Ronnie Davidson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 13th day of December, 1994.

Darlene Nora Utthaus
NOTARY PUBLIC



My Commission Expires:
9-22-98

STATE OF Tennessee
COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, Brian T. Murphy, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 14th day of December, 1994.

Darlene Nora Utthus
NOTARY PUBLIC

My Commission Expires:
9-22-98



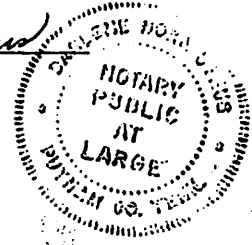
STATE OF Tennessee
COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, Denise Davidson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 15th day of December, 1994.

Darlene Nora Utthus
NOTARY PUBLIC

My Commission Expires:
9-22-98



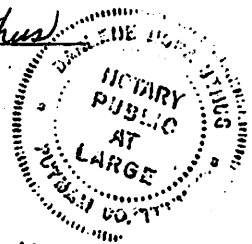
STATE OF Tennessee
COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, Jerry C. Gaur, Inc. - President, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 15th day of December, 1994.

Darlene Nora Utthus
NOTARY PUBLIC

My Commission Expires:
9-22-98



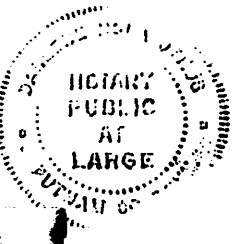
STATE OF Tennessee
COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, A. Keith Simmons, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 15th day of December, 1994.

Darlene Nora Utthus
NOTARY PUBLIC

My Commission Expires:
9-22-98



STATE OF Tennessee
COUNTY OF Putnam

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, Kaye Ann Simmons, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand, at Office in Cookeville, Tennessee, this 15th day of December, 1994.

Darlene Nora Utter
NOTARY PUBLIC

My Commission Expires:
9-22-98

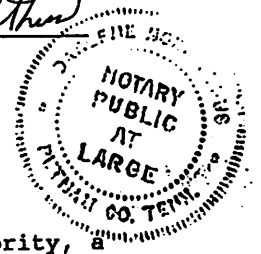
STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand, at Office in _____, _____, this _____ day of _____, 1994.

NOTARY PUBLIC

My Commission Expires:



STATE OF TENNESSEE, PUTNAM COUNTY
The foregoing instrument and certificate were noted in
Note Book 19 Page 57 At 7:10 clock A M 12-16-1994
and recorded in WLR Book 354 Page 309
State Fee \$ _____ Fee _____
L. Fee 20.00 Total 20.00 Receipt No. 7755
Opal R. ... Register

DWL:091295-01

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

AMENDMENT TO RESTRICTIONS
APPLICABLE TO WINDSOR HILL SUBDIVISION

The developers, for themselves, their heirs, successors, and assigns, and pursuant to Paragraph 2 of the Modification of Restrictions Applicable to Windsor Hill Subdivision recorded in Warranty Deed Book 354, Page 309, Register's Office, Putnam County, Tennessee, hereby amend said restrictions as follows:

Lot Nos. 23 and 40 of Windsor Hill Subdivision, a plat of which is recorded in Plat Cabinet B, Slide 130, are hereby released from the Restrictions Applicable to Windsor Hill Subdivision, which restrictions are recorded in Warranty Deed Book 343, Page 671, and as modified in Warranty Deed Book 354, Page 309, Register's Office, Putnam County, Tennessee.

Except as specifically released hereby, the restrictions recorded in Warranty Deed Book 343, Page 671, and as modified in Warranty Deed Book 354, Page 309, Register's Office, Putnam County, Tennessee, remain unmodified and unchanged, and are to remain in full force and effect.

Jerry C. Gaw

JERRY C. GAW, Developer

Paul Gaw

PAUL GAW, Developer

James Smith

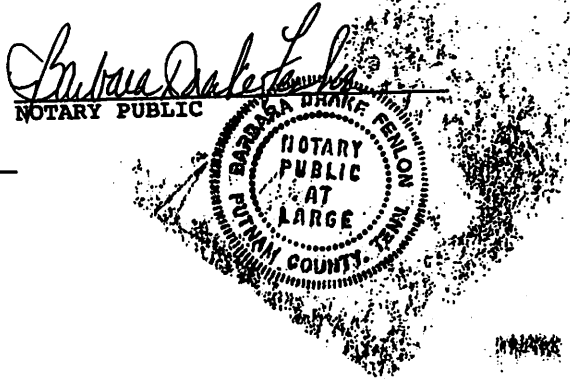
JAMES SMITH, Developer

STATE OF TENNESSEE, PUTNAM COUNTY
The foregoing instrument and certificate were noted in
Note Book 19 Page 236 At 12 O'clock P M 9-17 1995
and recorded in 118 Book 362 Page 223
State Tax Paid \$ _____ Fee _____
Recording Fee 800 Total 800 Receipt No. 1971
Opal Burns Register

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, PAUL GAW, and JAMES SMITH, 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 on this 12th day of September, 1995.




My Commission Expires: 9-22-99

**AMENDMENT TO RESTRICTIONS
APPLICABLE TO WINDSOR HILL SUBDIVISION**

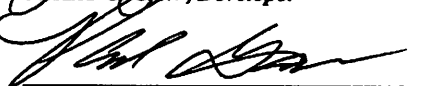
The developers, for themselves, their heirs, successors, and assigns, and pursuant to Paragraph 2 of the Modification of Restrictions Applicable to Windsor Hill Subdivision, recorded in Warranty Deed Book 354, Page 309, Register's Office, Putnam County, Tennessee, hereby amend said restrictions as follows:

Lot 15 of Windsor Hill Subdivision, a plat of which is recorded in Plat Cabinet B, Slide 130, is hereby released from Restriction No. 22 of the Restrictions Applicable to Windsor Hill Subdivision, which restrictions are recorded in Warranty Deed Book 343, Page 671, and as modified in Warranty Deed Book 354, Page 309, Register's Office for Putnam County, Tennessee.

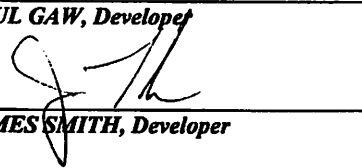
Except as specifically released hereby, the restrictions recorded in Warranty Deed Book 343, Page 671, and as modified in Warranty Deed Book 354, Page 309, aforesaid records, remain unmodified and unchanged, and are to remain in full force and effect.



JERRY C. GAW, Developer



PAUL GAW, Developer



JAMES SMITH, Developer

**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, PAUL GAW, and JAMES SMITH**, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal on this 16 day of November 2006.



NOTARY PUBLIC

My Commission Expires: 09-30-2009



Harold Burris, Register
Putnam County

| | |
|--------------|-----------------------|
| Rec #: 51635 | Instrument #: 68985 |
| Rec'd: 10.00 | Recorded |
| State: 0.00 | 11/16/2006 at 2:56 PM |
| Clerk: 0.00 | in Record Book |
| EDP: 2.00 | 354 |
| Total: 12.00 | Pgs 382-382 |