

STATE OF TENNESSEE, TIPTON COUNTY  
I certify that this instrument was filed  
for registration on the 17 day of Oct  
1926 at 2:30 o'clock P.M. entered in Ent  
Book 23, page 21 and RECORDED I  
Rec. Book No. 182, Page No. 96  
Rec. Fee \$ 12.00 State Tax \$  
Receipt # 123

SHILOH ESTATES  
SUBDIVISION RESTRICTIONS AND COVENANTS

WE THE UNDERSIGNED DEVELOPERS OF SHILOH ESTATES, PLAT OF WHICH IS OF RECORD  
AT PLAT CABINET 0, SLIDE 138 DO HEREBY ADOPT THE  
FOLLOWING COVENANTS AND RESTRICTIONS:

ARTICLE I. PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS

The real property which is and shall be held and shall be conveyed, transferred and sold subjects to the conditions, restrictions, covenants, reservations and easements herein contained is located in Tipton County, Tennessee and is described as Lots 1 through 18, inclusive of Shiloh Estates. Such lots are referred to hereinafter, collectively, as the "Subdivision" and the word "Subdivision" as used hereinafter refers only to such lots.

ARTICLE II. GENERAL PURPOSES OF COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained are made and imposed upon the Subdivision and each lot contained therein to insure the best use and the most appropriate development and improvement of each lot; to protect each owner of each lot against such improper use of surrounding lots as will depreciate the value of his property; to preserve, as far as practicable, the natural beauty of the Subdivision, to encourage and secure the erection of attractive homes on each lot, appropriately located on such lots, to prevent haphazard and inharmonious improvement of such lots, to secure and maintain proper setbacks from streets, and adequate spaces between structures; and in general to provide adequately for a high type and quality of improvements on such lots, and thereby to enhance the value of investments made by purchasers of such lots.

ARTICLE III. DURATION OF COVENANTS AND RESTRICTIONS; AMENDMENTS

The conditions, restrictions, covenants, reservations, and easements herein contained shall run with and bind each and all of the lots in the Subdivision and each and all of the owners of such lots, and all persons claiming under such owners, until January 1, 2021, after which date the same shall be automatically extended for periods of ten (10) years. These conditions, restrictions, covenants, reservations, and easements, or any one or more of them may be amended prior to and on such date by an instrument signed by not less than eighty percent (80%) of the owners of such lots (one vote per lot), and thereafter by an instrument signed by not less than seventy percent (70%) of the owners of such lots (one vote per lot) and any such instrument amending the provisions hereof must be recorded. For all purposes hereof, the term "owner" shall mean any person or persons or corporation, partnership or other entity owning the beneficial interest in any lot in the Subdivision.

ARTICLE IV. COVENANTS AND RESTRICTIONS APPLYING TO LOTS 1 THROUGH 18

Section 4.1 No lot in the Subdivision shall be used except for residential purposes. All of such lots shall be known and described as single-family residential lots and are not to be resubdivided into smaller lots. However, two or more lots may be combined for use as one single-family residential lot. Such lots, upon and during such combination, shall be treated for all purposes hereof as single-family residential lots. The covenants and restrictions herein which shall apply to such combined lots shall be those which were, prior to such combination, the most restrictive in application to any single one of such lots forming the combination.

In the event two or more lots are so combined, the combined lots may be resubdivided, only in the manner previous to such combination (that is, as originally subdivided) and only if such lots, after resubdivision, would meet and be capable of meeting every restriction and covenant imposed and contained herein applicable to such lots, individually, prior to their combination. Any form of resubdivision that would result in altering the shape and size of any lot in the Subdivision, other than as specified above shall require the approval of eighty percent (80%) of all the lot owners (one vote per lot) in the Subdivision.

Section 4.2 There is a perpetual easement as shown on the recorded plan of the Subdivision reserved for utility installation and maintenance and drainage.

Section 4.3 No obnoxious or offensive trade or activity shall be carried on upon any lot in this Subdivision nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

Section 4.4 Trailer, modular home, tent, shack, or barn shall not be erected on any lot in this subdivision temporarily or permanently, except for construction purposes.

Section 4.5 No hogs, cattle, horses, poultry, or other animals that would be offensive to the neighborhood may be kept on any lot in this Subdivision, herein.

Section 4.6 No trash, ashes or other refuse may be thrown or dumped on any lot in the Subdivision. Also no outside or open burning of trash, refuse or other material upon any lot is prohibited.

Section 4.7 No building material of any kind or character shall be placed or stored upon any of said lots until the owner is ready to commence improvement. Building materials shall not be placed or stored in the street or between the curb and property line.

Section 4.8 Grass, weeds and other vegetation and debris on each lot sold shall be kept mowed and cleaned at regular intervals by the owner, thereof, so as to maintain the same in a neat and attractive manner.

Section 4.9 It is strictly prohibited to store or park a mobile home, recreation vehicle, pleasure or fishing boat, or trailer in the front or side yards, other than in garage. It is also strictly prohibited to store or park a non-operating vehicle of any type (junk cars) in the front or side yard of the property.

Section 4.10 Any owner of any lot in the Subdivision shall have the right to enforce, by any proceeding at law or inequity all conditions, restrictions, covenants, reservation or easements herein or hereinafter contained or otherwise contained in any deed to any lot in the Subdivision. Failure by any owner to enforce any of such conditions, restrictions, covenants, reservations or easements shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.11 Invalidation of any one or more of the covenants and restrictions or other provisions herein or hereinafter contained by judgment or court order shall in no way affect any of the other covenants and restrictions herein or hereinafter contained which shall remain in full force and effect.

Section 4.12 No structure shall be erected, placed, altered or permitted to remain on any lots 1 through 18 other than one (1) detached single-family dwelling of not more than two and one-half (2-1/2) stories in height (exclusive of basement) with one (1) private garage for not more than three (3) cars. The minimum heated living area of a single-family dwelling, exclusive of open porches and garages shall be 1,400 square feet. The minimum main ground floor of two-story dwellings shall be 900 square feet, exclusive of open porches and garages. The exterior of said home shall be at least 80% brick.

Also, one small out building may be erected in rear yard. Building shall not exceed 400 square feet and must be neat in appearance. The exterior of said out building shall be constructed of the same material as the main structure.

Section 4.13 The minimum front yard setback of such lots shall be thirty (30) feet or as noted on plat. Porches, stoops, chimneys, window boxes and other portions of the structure may not project beyond the minimum setback line. An accidental variation of less than one (1) foot will not constitute a violation of this provision.

Section 4.14 On each side of each dwelling on such lots, there shall be a side yard. Neither side yard shall be less than ten (10) feet in width. Variation of less than one (1) foot shall not constitute a violation of this provision. However, the eaves and cornices of a garage or other out building may project into the setback, but in no event be closer than nine (9) feet from the side of lot line.

Section 4.15 There shall be a double garage on all residences. No carports shall be allowed. Exterior shall be at least 80% brick.

Section 4.16 There shall be a rear yard in each lot, having a depth of not less than forty (40) feet or twenty percent (20%) of the depth of the lot, whichever amount is smaller, provided that no rear yard shall be less than twenty (20) feet in depth. Every part of the required rear yard shall be open to the sky except for permitted accessory building and projections.

Section 4.17 No antenna shall extend more than 10' above house line.

Section 4.18 No above ground pools will be allowed except for wading pools for small

children may be placed in rear yard. In ground pools are allowed but must comply with applicable laws and regulations and must be enclosed by fence.

Section 4.19 FENCES - NO CHAIN LINK FENCES WILL BE ALLOWED. All fences facing any street and between any lot must be constructed of wood, specifically cedar with treated pine post and stained and must be six feet in height. No fence shall be constructed beyond the front yard setback line as shown on the plat.

Section 4.20 The owner of the Subdivision, reserve unto themselves the right to impose additional specific restrictions upon any lot in this Subdivision at the time of sale by said owners of any such lots. Such additional restrictions may be made by appropriate provisions in the deed, without otherwise modifying the covenants and provisions contained therein. Such additional restrictions as are so made shall apply only to the lot or lots on which they are specifically imposed.

Section 4.21 All mail boxes must be brick and the brick must match the brick used in the construction of the house.

Section 4.22 NO CONSTRUCTION OF ANY TYPE MAY BE STARTED UNTIL PLANS AND SPECIFICATIONS HAVE BEEN APPROVED BY THE DEVELOPER OR ITS' REPRESENTATIVE.

THIS INSTRUMENT DATED THIS 16<sup>th</sup> DAY OF October, 1996.

[Signature]  
SAMUEL N. LAXTON, Developer

[Signature]  
MARY S. LAXTON, Developer

STATE OF TENNESSEE  
COUNTY OF TIPTON

On this 16<sup>th</sup> day of October, 1996, before me a Notary Public in and for said State and County, personally appeared SAMUEL N. LAXTON and wife, MARY S. LAXTON to me known to be the persons described in or proved to me on the basis of satisfactory evidence, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal of office on the day and year aforesaid.

[Signature]  
Notary Public



My Commission Expires:

8-15-2000

END 3 PAGES