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STATE OF TENNESSEE TIPTON COUNTY  
I certify that this instrument was filed  
for registration on the 14 day of July  
1994 at 12:30 o'clock P.M., entered in Entry  
Book 28, page 17 and RECORDED IN  
Rec. Book No. 728, Page No. 656  
Rec. Fee \$ 16.00 State Tax \$  
Clk's Fee \$      Receipt # 979

*Peggy Spay, Register*

PROTECTIVE COVENANTS  
THE VILLAGE AT BRIGHTON  
Section B

WE THE UNDERSIGNED DEVELOPERS OF THE VILLAGE AT  
BRIGHTON, SECTION "B" CONSISTING OF LOTS 15-28 AS RECORDED AT  
PLAT CABINET C, SLIDES 171 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 SUBJECT TO THE  
CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS AND  
EASEMENTS HEREIN CONTAINED IS LOCATED IN TIPTON COUNTY,  
TENNESSEE AND IS DESCRIBED AS LOTS 15 THROUGH 28 INCLUSIVE OF  
THE VILLAGE AT BRIGHTON, SECTION B, 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 MARCH 1, 2024, AFTER WHICH DATE THE SAME SHALL  
AUTOMATICALLY EXTEND 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 EIGHTY PER CENT (80%) 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 15 THROUGH 28 IN SUBDIVISION.

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, 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 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 NUISANCE TO THE NEIGHBORHOOD.

SECTION 4.3 NO TRAILER, DOUBLE WIDE OR MODULAR, TENT, SHACK, OR BARN SHALL BE ERECTED ON ANY LOT IN THIS SUBDIVISION, TEMPORARILY OR PERMANENTLY EXCEPT FOR CONSTRUCTION PURPOSES.

SECTION 4.4 NO HOGS, CATTLE, HORSES, POULTRY, OR OTHER ANIMALS THAT WOULD BE OFFENSIVE TO THE NEIGHBORHOOD MAY BE KEPT ON ANY LOT IN THIS SUBDIVISION.

SECTION 4.5 NO TRASH, ASHES OR OTHER REFUSE MAY BE THROWN OR DUMPED ON ANY LOT IN THE SUBDIVISION.

SECTION 4.6 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 IMPROVEMENTS, BUILDING MATERIALS SHALL NOT BE PLACED OR STORED IN THE STREET OR BETWEEN THE CURB AND PROPERTY LINES.

SECTION 4.7 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 4.8 IT IS STRICTLY PROHIBITED TO STORE OR PART A MOBILE HOME, RECREATION VEHICLE, PLEASURE OR FISHING BOAT OR TRAILER OR TRACTOR TRAILER, i.e. EIGHTEEN WHEELER TRACTOR OR TRAILER IN THE FRONT OR SIDE YARDS, OTHER THAN IN CARPORTS.

SECTION 4.9 ANY OWNER OF ANY LOT IN THE SUBDIVISION SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR EQUITY ALL CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS, 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 SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER.

SECTION 4.10 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 EFFECT ANY OF THE OTHER COVENANTS AND RESTRICTIONS HEREIN OR HEREINAFTER CONTAINED WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 4.11 NO STRUCTURE SHALL BE ERECTED, PLACED, ALTERED OR PERMITTED TO REMAIN ON ANY LOTS NUMBERED 15 THROUGH 28 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. IT IS MANDATORY THAT THE DWELLING HAS A CARPORT OR ATTACHED GARAGE. THE MINIMUM UNDER ROOF AREA OF A SINGLE- FAMILY DWELLING, EXCLUSIVE OF OPEN PORCHES, CARPORTS AND GARAGES SHALL BE 1400 SQUARE FEET. THE MINIMUM MAIN GROUND FLOOR OF TWO-STORY DWELLINGS SHALL BE 1400 SQUARE FEET. EXCLUSIVE OF OPEN PORCHES, CARPORTS AND GARAGES. A VARIATION IN SAID MINIMUM GROUND AREA OF TEN PERCENT (10%) SHALL NOT CONSTITUTE A VIOLATION OF THIS COVENANT, SO LONG AS THE TOTAL MINIMUM AREA IS OBSERVED.

ALSO, ONE SMALL GARAGE OR OUT BUILDING MAY BE ERECTED IN REAR YARD, BUILDING SHALL NOT EXCEED 400 SQUARE FEET AND MUST BE NEAT IN APPEARANCE.

ALSO, ALL DRIVEWAYS SHALL BE CONCRETE OR ASPHALT AND SHALL BE A MINIMUM OF 12 FEET IN WIDTH.

SECTION 4.12 THE MINIMUM FRONT YARD SETBACK OF THE LOTS SHALL BE THIRTY FIVE (35) 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 4.13 ON EACH SIDE OF EACH DWELLING ON SUCH LOTS, THERE SHALL BE A SIDE YARD. NEITHER SIDE YARD SHALL BE LESS THAN FIFTEEN (15) 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 CARPORT, GARAGE OR OTHER OUT BUILDING MAY PROJECT INTO THE SETBACK, BUT IN NO EVENT BE CLOSER THAN FOURTEEN (14) FEET FROM THE SIDE OF LOT LINE.

SECTION 4.14 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 IS SMALLER, PROVIDED THAT NO REAR YARD SHALL BE LESS THAN TWENTY-FIVE (25) FEET IN DEPTH, EVERY PART OF THE REQUIRED REAR YARD SHALL BE OPEN TO THE SKY EXCEPT FOR PERMITTED ACCESSORY BUILDINGS AND PROJECTIONS.

SECTION 4.15 THE DEVELOPERS OF THE SUBDIVISION RESERVE UPON THEMSELVES THE RIGHT TO IMPOSE ADDITIONAL SPECIFIC RESTRICTIONS UPON ANY LOT IN THIS SUBDIVISION AT THE TIME OF SALE BY SAID DEVELOPERS 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 4.16 ALL PROPERTY OWNERS MUST CONTACT THE LOCAL HEALTH OFFICER AND OBTAIN HIS APPROVAL BEFORE CONSTRUCTION OF RESIDENCE IS BEGUN.

SECTION 4.17 NO CONSTRUCTION OF ANY TYPE MAY BE STARTED UNTIL PLANS AND SPECIFICATIONS HAVE BEEN APPROVED BY THE DEVELOPERS OF THEIR DESIGNATED REPRESENTATIVE.

THIS INSTRUMENT DATED THIS 13<sup>th</sup> DAY OF July 1994.

Vern Reed Jackson  
VERNON REED JACKSON, DEVELOPER

Candice Jackson  
CANDICE JACKSON, DEVELOPER

David Boswell  
DAVID BOSWELL, DEVELOPER

Scarlett Lynn Boswell  
SCARLETT LYNN BOSWELL, DEVELOPER

STATE OF TENNESSEE  
COUNTY OF TIPTON

On this 13<sup>th</sup> day of July, 1994, before me a Notary Public in and for said State and County, personally appeared VERNON REED JACKSON and wife, CANDICE JACKSON AND DAVID BOSWELL and wife, SCARLETT LYNN BOSWELL 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.



Ganny Scloer  
Notary Public

My Commission Expires:

8/21/96

END 4 PAGES