

Prepared By:
Charles Patterson, Attorney
1023 Old Humboldt Road
Jackson, TN 38305

WYNDCHASE SUBDIVISION SECTIONS XVII-A *RESTRICTIVE COVENANTS*

KNOW ALL MEN BY THESE PRESENTS: That MILLCHASE, a Tennessee General Partnership, (hereinafter referred to as "Developer"), being on the day hereof, the owner of all property contained in WYNDCHASE SUBDIVISION, a plat of which appears in the Register's Office of Madison County, Tennessee, in **Plat Book 111, Page 215**, reference to which plat which is hereby made, and the owner of all of the lots onto which such property is subdivided as shown by such Plat, and desiring to create and establish certain restrictions with respect to all of the lots in WYNDCHASE (hereinafter called "Subdivision"), and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as residential purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided as provided by the plat of the following covenants and restrictions:

Restrictions on Home Builders & Lot Owners:

1. **ANY VARIANCE** from these restrictive covenants permitted herein by approval of the Developer whether specified or not is to be **APPROVED IN WRITING BY DEVELOPER**.

2. Any dwelling erected on any residential lot shall be a minimum of **3,300 Square Feet UNDER ROOF**, also having an **interior HEATED floor area (Whether SINGLE-LEVEL or SPLIT) of at least 2,800 Square Feet**, said minimum interior heated floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings; provided however, that a ONE and ONE-HALF (1-1/2) or TWO (2) STORY DWELLING may have a minimum **interior HEATED ground floor area of 1,200 Square Feet** if such ONE and ONE-HALF (1-1/2) or TWO (2) STORY DWELLING has a TOTAL INTERIOR HEATED FLOOR AREA (Exclusive of open porches, breezeways, garages and accessory buildings) of at least **2,800 Square Feet**.

3. AN "**ARCHITECTURAL COMMITTEE**" IS HEREBY ESTABLISHED. The initial committee shall consist of Shane McAlexander and R Joel McAlexander, and a third person to be named by Declarant who shall serve for a period of five years. Upon the expiration of the five years or the earlier resignation of Shane McAlexander or R. Joel McAlexander the "Wyndchase Homeowner's Association" shall then appoint the *Architectural Committee*, to be composed of three or more individual lot owners. The affirmative vote of a majority of the membership of the *Architectural Committee* shall be required to issue approval to any plans or specifications.

4. **PRIOR TO CONSTRUCTION** of any improvement or structure of any kind, including without limitation, and DWELLING, building, fence, wall, grading, parking and/or building

additions, alterations, screen, enclosure, decorative building, landscaping, landscape device, playground or object or other improvement upon a lot in the SUBDIVISION, the owner of the lot must submit a detailed set of preliminary plans to the "**ARCHITECTURAL COMMITTEE**" including but not limited to the following:

- a.) A **site plan** of the Lot showing the **location of the house** with respect to said Lot and all **structures, fences or barriers**, as well as **driveways and landscaping plans**.
- b.) A **drainage plan with arrows showing direction of runoff must to be APPROVED IN WRITING BY DEVELOPER** prior to commencement of construction.
- c.) A **set of architectural plans, showing the exterior (including front, rear and side) elevations, kind, shape, height, & materials**.

Specific architectural elements that *must* be REVIEWED BY DEVELOPER are:

- 1.) **Shutter size & shape** – Shutters should be of similar shape and size to the adjacent window(s) so if hinged, the shutters would actually close to cover the window(s).
- 2.) **Column Materials** – Columns over nine (9) feet in height must be of fiberglass construction *unless* otherwise approved by DEVELOPER in writing.
- 3.) **Column Size** – Columns should be at least one (1) inch wide for each one (1) foot of height *unless* otherwise approved by DEVELOPER in writing.

The ARCHITECTURAL COMMITTEE will evaluate each application for total effect, including the manner in which the home-site is developed. This evaluation relates to matters of JUDGEMENT and TASTE which cannot be reduced to a simple list of measurable criteria. It is possible therefore, that a proposed improvement might meet individual criteria delineated in these covenants and *still* not receive approval, if in the sole judgment of the architectural committee, its OVERALL AESTHETIC IMPACT is unacceptable.

APPROVAL of any such PLANS AND SPECIFICATIONS shall be final as to that LOT ONLY, and such approval MAY NOT BE REVOKED or RESCINDED thereafter provided that the plans and specifications as approved and any condition(s) attached to any such approval have been ADHERED TO and COMPLIED WITH in regard to all structures, fences, or barriers on and uses of the lot in question. NO CONSTRUCTION on any lot may be commenced without first obtaining said WRITTEN APPROVAL of the ARCHITECTURAL COMMITTEE. Once written approval has been obtained, construction on the lot must generally conform to the approved plans

5. Every single-family dwelling erected on any lot in the Subdivision shall be constructed of brick, masonry or other permanent type construction. EACH DWELLING SHALL HAVE AN EXTERIOR OF A MINIMUM OF 95% **BRICK, STONE, STUCCO, DRYVIT and/or material of like fashion (of different type & appearance than adjacent homes.)** Any other exterior material shall be *specifically* APPROVED IN WRITING BY THE DEVELOPER. No exterior of any dwelling shall be constructed of VINYL or ALUMINUM SIDING, except that VINYL and/or HARDY PLANK may be used to cover SOFFIT, FASCIA, or REAR GABLES (*Except on corner lots*). DORMERS, GABLES, etc. covered with VINYL CEDAR SHAKES and/or HARDY PLANK shall be *specifically* APPROVED by DEVELOPER. No outside walls may be constructed of imitation brick. All outside materials must be new except that used brick, stone or ornamental objects may be used if APPROVED IN WRITING BY THE DEVELOPER. No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory building shall be placed in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision.

6. No part of any dwelling or accessory building on ANY lot within the SUBDIVISION shall be located within **40 FT. OF THE FRONT PROPERTY LINE** of the lot *except on some cul-de-sac lots where a 30 ft. setback is allowed*. Provided however, that if there is any conflict between such 40 foot minimum front setback line and any front setback line shown on the recorded plat of the lot, then such plat setback line shall control *unless APPROVED IN WRITING BY DEVELOPER*. No part of any dwelling shall be located within 12 feet of the side or within 20 feet of the rear property line of any lot.

7. **ROOF PITCH** of the front of any dwelling erected in the SUBDIVISION shall be at least **12/12** unless APPROVED IN WRITING BY DEVELOPER. *ARCHITECTURAL SHINGLES* or a material APPROVED IN WRITING BY THE DEVELOPER shall be used on any dwelling in the subdivision.

8. Every single-family dwelling erected in the Subdivision shall have a GARAGE WHICH IS FULLY ENCLOSED and of sufficient size for at least TWO (2) CARS.

No TWO CAR garage(s) may open to the front of the house facing the street. An additional ONE-CAR garage facing the street with a decorative type door may be *specifically* APPROVED IN WRITING BY DEVELOPER.

On corner lots, the garage may not open facing **EITHER STREET**, unless *specifically* APPROVED IN WRITING BY DEVELOPER.

On cul-de-sacs, stub street lots, etc., the *garage/driveway* must be located on the far side of the lot when approaching said lot unless APPROVED IN WRITING BY DEVELOPER.

9. No single-family dwelling unit erected on any lot in the Subdivision shall exceed TWO and ONE-HALF stories in height (exclusive of basement).

10. ALL DRIVEWAYS shall be poured with washed or stamped/stained concrete or paver bricks. The use of gravel or asphalt is specifically prohibited, except as a base to the concrete drive.

11. ALL EXTERIOR WINDOWS of any dwelling erected in the SUBDIVISION shall be of WOOD or VINYL construction or of material APPROVED IN WRITING BY DEVELOPER.

12. "OWNER" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluding those having an interest in the affected lot merely as security for the performance of an obligation.

13. All lots in the Subdivision shall be used for PRIVATE, RESIDENTIAL PURPOSES ONLY; provided, however, the Developer shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes.

14. No lot in the Subdivision shall be subdivided into smaller lots, however property lines may be moved *provided* the remaining lots meet all covenants and zoning requirements. A vacant lot may be used to access adjacent land for future development if *specifically* APPROVED IN WRITING BY DEVELOPER.

15. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and sub-contractors and other workmen furnishing services or

material to the premises to keep both the lot under construction and other lots reasonably free of **trash, silt and other construction debris**. Construction debris shall not be permitted to remain upon any Lot. *If* the DEVELOPER is **FINED** or forced to clean up the street, the owner/contractor responsible **SHALL reimburse the DEVELOPER for all related costs**.

16. ANY DAMAGE caused by construction to any adjacent Lot or common area is the responsibility of the Homebuilder / Lot Owner that is doing the construction.

17. CONSTRUCTION of any SINGLE FAMILY DWELLING erected on any lot in the Subdivision **SHALL BE COMPLETE within EIGHT (8) MONTHS** of the beginning of construction of said dwelling.

Restrictions on Homeowners & Home Builders:

18. In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the DEVELOPER or other such consents as required by law, or any lot/home owner VIOLATES any of these recorded restrictions, said **Owner shall be liable to the DEVELOPER for a liquidated damages PENALTY in the amount of \$2,500.00**. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.

19. A *Homeowners Association* for WYNDCHASE SUBDIVISION exists to provide for maintenance and general upkeep of the entrance (landscaping, fence, mowing, utilities, maintenance, etc.) any commons areas and ornamental street signs. Other amenities may be allowed by a vote of 80% of the *Homeowners Association* and each lot owner in the subdivision shall be responsible for their lot(s) pro-rata share of the dues, fees and charges necessary to maintain the Association, and areas mentioned above. Each lot owner shall be entitled to one vote per lot and shall automatically be a member of the *Homeowners Association* (subject to the opt-out provision below). Any member shall be subject to its bylaws, whether or not the lot owner voted for the establishment of the Association. The Developer is exempt from paying homeowners association dues.

The owners in Section XVII-A are responsible for the maintenance of an off-site detention pond located downstream from this Section. The Developer will attempt to have Wyndchase Homeowners Association to take over maintenance of the above mentioned detention pond. If Wynchase Homeowners Association does not agree to take over the responsibilities for this specific detention pond then the Developer reserves the right to exempt Section XVII-A from the Wyndchase Homeowners Association. In that event, the owners of Section XVII-A will not be required to join in the existing homeowners association, but shall be required to form their own homeowners association for the purpose of maintaining the detention pond and promoting Section XVII-A, only. The lot owners in Section XVII-A must form their own Homeowners Association to maintain the detention pond in the event Wyndchase does not assume responsibility.

20. Each Lot owner shall *maintain* the exterior of all buildings and improvements on his Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including painting, repairing, replacing and caring for: roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, and other exterior improvements and shall do nothing on a lot that renders it **UNATTRACTIVE, UNSIGHTLY, or a NUISANCE** to the Subdivision.

If the Developer feels existing and/or future home sales could be affected by such conditions, offending lot owner(s) will be notified by the DEVELOPER of any violation and/or fines, and given **30 days written notice** to correct said nuisance, *thereby avoiding said monetary penalty.*

21. **ALL FENCING** will be of wooden or stockade type where exposed to the street *or* of a "tan or gray" vinyl stockade type, unless *specifically* APPROVED IN WRITING BY DEVELOPER. No fence will be allowed beyond the front setback line of any lot (or beyond the front of the house). No fence on any corner lot shall extend past the minimum side setback requirement of either street (or beyond the house). CHAIN LINK FENCES and STOCKADE WOODEN FENCES with the "exposed rails and 4x4's" visible from the street are expressly **PROHIBITED**. Any fence greater than six feet (6') in height must be approved by the Developer.

22. Each property owner shall at his SOLE EXPENSE, OBTAIN AND ERECT an ORNAMENTAL "**WYNDCHASE**" IRON MAIL BOX in accordance with the type, model and specifications approved by the DEVELOPER and no mail box or receptacle of *any* other type will be allowed. (Currently *Jackson Welding & Ornamental Iron* furnishes all required mailboxes)

23. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single family dwelling unit and other buildings or structures customarily used as "outbuildings" for a single family dwelling unit, and which are, additionally, of a PERMANENT nature, of *SIMILAR* design and construction to the single-family dwelling unit and are *specifically* APPROVED IN WRITING BY DEVELOPER.

24. The total ground area occupied by a dwelling and accessory building(s) on any lot shall not exceed 30% of the total area of the lot.

25. PLAYGROUND EQUIPMENT, ETC. is not to be visible from the street. All playground equipment over eight feet in height will be maintained within a stockade type fence and must be *specifically* APPROVED for location IN WRITING BY DEVELOPER.

26. ANY TELEVISION SATELLITE RECEIVER larger than 18 inches in diameter, shall be located in the rear yard of the lot within a stockade fence. **Direct TV** type dishes (18" diameter) may **NOT** be mounted on the FRONT or SIDES of the house *where they are visible from the street.*

27. NO SECURITY LIGHTS of size or design similar to streetlights shall be erected on any lot in the Subdivision, nor shall any security lights shine directly at an adjacent lot.

28. **ALL SWIMMING POOLS** must be approved for:
- a.) Location (they are not allowed in drainage or utility easements)
 - b.) Where the removed dirt will be hauled or placed (We will provide a place if possible)
 - c.) The drainage away from the pool deck (and how it affects neighbors)
 - d.) The elevation of said pool & deck as to how it will affect neighboring yards.
- NO ABOVE GROUND POOLS, whether temporary or permanent, shall be placed on any lot in the Subdivision.

29. NO TRASH CONTAINERS WILL BE PERMITTED *unless* they are screened by FENCING or SHRUBBERY from public view. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.

30. NO TRAILERS, BOATS, MOTORCYCLES, CAMPERS, or related types of vehicles or instrumentalities, SHALL BE PERMITTED on ANY LOT IN THE SUBDIVISION, *unless* STORED AT ALL TIMES within a STOCKADE FENCE, an ENCLOSED GARAGE or other permanent accessory building otherwise permitted under these restrictions.

31. NO COMMERCIAL VEHICLES LARGER THAN A PICKUP TRUCK SHALL BE ALLOWED ON, OR IN FRONT OF, ANY LOT IN THE SUBDIVISION *unless* same is maintained within an ENCLOSED GARAGE. Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the subdivision for purposes of rendering commercial services for the benefit of such lot owner. No inoperable, for sale, or damaged vehicle(s) shall be parked or maintained on, or in front of any lot, unless said vehicle is within an enclosed garage area.

32. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY shall be carried on upon any lot nor shall anything be done which may be or become an ANNOYANCE or NUISANCE to the SUBDIVISION or other lot owners.

33. NO FOWL, LIVESTOCK, OR OTHER ANIMALS, *except* such customarily domesticated animals as dogs and cats, shall be kept stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state laws.

34. All electrical service lines, telephone lines and cable TV lines shall be located underground. The owners of the lot over which telephone lines, etc., are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that the Developer shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.

35. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street.

36. Any heating or cooling system for a structure on any lot which is of a type that uses a *water source heat pump*, or similar device, must drain into a dry well and meet all governing authority's regulations pertaining to same. NO WINDOW AIR CONDITIONING UNIT shall be installed in any of the Dwelling Units.

37. "FOR SALE BY OWNER" signs and signs of similar size and nature must be *specifically* APPROVED IN WRITING BY DEVELOPER. (*We require 18" x 24" metal or similar type signs in a steel frame custom made by a sign shop.*)

38. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages thereof, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, in order to enforce these covenants and

restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

39. These restrictive covenants may be amended at any time with a vote of 80% of the lot owners.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in WYNDCHASE SUBDIVISION, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument, after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused the execution of these Restrictive Covenants on this the 7th day of November, 2013.

S & J PARTNERS III
a Tennessee General Partnership

BY: R. Joel McAlexander
R. Joel McAlexander, Partner

BK/PG:T1966/1827-1833
13015248

7 PGS : AL - RESTRICTIONS	
WENDY BATCH: 129214	
11/07/2013 - 04:49 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, MADISON COUNTY
LINDA WALDON
REGISTER OF DEEDS

STATE OF TENNESSEE
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, R. Joel McAlexander, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Partners of S & J Partners III, a Tennessee General Partnership, and that they, as such Partners, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal, at office on the 7 day of Nov, 2013.

My commission expires: 10.22.14

Linda Waldon
Notary Public

