

THIS INSTRUMENT PREPEARED BY:

**Roger S. Hendry
619 Post Oak Circle
Brentwood, TN 37027-5188**

DECLARATION OF RESTRICTIVE COVENANTS FOR

SHILOH FARMS

1. **REAL PROPERTY.** The property as to which the terms, covenants and restrictions herein contain apply are those collectively known as Shiloh Farms Subdivision, a plat of which appears of record in Plat Cabinet K Slide 596 in the Register's Office for Greene County, Tennessee.
2. **RESIDENTIAL USE AND SIZE RESTRICTION.** All lots shall be used for single family residences only. Any single-family residence of one story or one story over basement constructed there on shall have not less than 1,600 square feet finished floor space on the ground floor of such house, exclusive of open porches, garages, carports and basements. In the event such residence is multi-level house, it shall have at least 2,200 square feet of finished floor space, 1,400 square feet of which is above average elevation of the ground or grade, exclusive of open porches, garages, carports and basements. No such dwelling house shall be occupied for residential purposes until the outside thereof shall be completely finished and the yard cleaned and graded and landscaped. No building, structure, alteration or improvement shall exceed thirty-five height measures from the overall level of the finished grade.

3. **VEHICLE LOCATION.** Boats, ATV's, motorcycles, farm trailers owned or principally used by the owner of the lot or a member of his household or family shall be kept in a garage, carport, or other building the height of which sides shall not be less than the height of the vehicle housed within and shall be placed so as to shield the vehicle from the view of the general public. There shall be provision made by each owner for a garage for at least two automobiles and off-street parking for at least one (1) additional automobile per lot in the subdivision.
4. **SETBACKS IN SUBDIVISION.** All dwelling units or building must comply with the minimum front set back requirements for each particular lot and thirty (30) feet on the front, thirty (30) feet on the back and fifteen (15) on the interior sidelines. No lots may be subdivided.
5. **TRAILERS, MOBILE HOMES, MOTORHOMES, BASEMENT HOMES AND TEMPORARY STRUCTURES.** No structure of a temporary character, including, but not limited to, trailers, mobile homes, basement, tents, double-wide mobile home, shacks, sheds, prefabricated building, garages or other structure falling within such purview, shall be used upon the property for use in whole or in part as a main residential structure, or for use as a garage or other building allowed on the property shall be moved upon any of the tracts or lots, There shall be no metal, cement block, or rough log storage buildings, garages or houses. No buildings or structures constructed on any of the lots shall have any asphalt, metal or plastic siding on the exterior walls. All building structures shall comply with the provisions of the building, plumbing and electrical codes in effect and adopted by the Town of Greeneville, Tennessee.
6. **NUISANES, OFFENSIVE, ACTIVITIES FORBIDDEN.** No noxious or offensive activities shall be carried out upon the property, nor shall anything be done which may be declared or which may become a public or private nuisance in the area.

7. **COMMERCIAL OPERATIONS AND SIGNS.** There shall be no use of the real property or any building constructed thereon for commercial or business uses, provided however, that this profession which is concerned with the delivery of services. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) 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.
8. **TRASH AND GARBAGE.** No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the premises, and no burning of same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise be unexposed to public view. Nothing herein contained shall be construed to prohibit or deny the installation or use of wood burning fireplaces or stove or of patio barbeques.
9. **ANIMALS.** Household pets such as dogs, cat, and birds are allowed in the subdivision as pets only, and then only for so long as they do not constitute a public or private nuisance. No livestock, including, but not limited to, horses, cows, pigs, chickens and sheep shall be kept by its owners in the subdivision. No commercial breeding of pets or the running of a kennel shall be allowed upon the premises. All Laws regarding pets are to be observed at all times.
10. **EASEMENTS.** Easements to each individual lot, fifteen (15) feet wide for the installation and maintenance of utilities and drainage facilities are reserved along each lot line for the benefit of any utility or cable lines. The granting of this easement or right or access shall not prevent the use of the area by the owner of any lot for any permitted purpose except for buildings.

11. **CONSTRUCTION MATERIAL.** None of the building in this subdivision shall have a metal roof unless such roof shall be made of copper or raised-seam tin. All dwellings shall have masonry foundation such as cinder block or concrete block walls and if exposed to view must be covered with brick, stone or stucco to grade. No log or board and batten type houses shall be permitted. The exterior walls shall be a minimum of 25% brick, stone, stucco, or wood construction and maximum of 75% vinyl siding. The construction of all dwelling houses shall be completed within one year after date of the start of the construction upon the same.
12. **DETACHED GARAGES.** Detached garage exterior must be of the same/similar material as that of the house.
13. **DRIVEWAY MATERIAL** All driveways must be hard-surface (concrete or asphalt). Gravel, dust, mulch or other loose material will not be permitted.
14. **MAINTENANCE OF CONSTRUCTION AREAS.** All construction areas are to be properly maintained by removal of trash and use of silt fencing in any necessary area.
15. **FENCES.** Fences shall be located at the rear of the dwelling and be constructed of brick, stone, wood, vinyl, stucco or wrought iron to match the residence. Fence shall be three (3) to six (6) in height.
16. **Landscaping.** Minimum landscaping shall either be beds that adjoin the residence or driveway. In addition, minimum landscaping area, shall be the equivalent of 15% of the total square footage on the main floor including garage.
17. **ENFORCEMENT.** Enforcement of these covenants shall be by proceedings either at law or in equity by any owner or a lot in the subdivision against any person or persons violating or attempting to violate any covenant: and legal proceedings may be either to restrain violation of the covenants or to recover damages or both.

18. **EFFECT OF NON-ENFORCEMENT.** The failure of any of the parties hereto or any covenant or restriction herein contained shall in no event be deemed to waive or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenant.

19. **EFFECT OF PARTIAL INVALIDATION.** In any conveyance of the property or any portion there, it shall be sufficient to insert a provision in any deed to the effect that the property is subject to the restriction and covenants verbatim or in substance in said deed. All property shall be subject to the restrictions and conditions herein set forth or as here or as hereafter amended whether or not there is a reference to the same in the deed or conveyance.

20. **AMENDMENT.** The provisions herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by eighty percent (80%) of the owners of record of the lots in said subdivision.

IN WITNESS WHEREOF, the said owner of the property located in Shiloh Farms Subdivision have hereunto executed this restriction on Shiloh Farms on this the ____ day of _____, 20__.

Roger S Hendry

Acknowledgment Before Notary Public

STATE OF TENNESSEE, Williamson COUNTY.

Personally appeared before me, a Notary Public in and for said County and State, the within named **Roger S. Hendry**, the within named bargainors, 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 herein contained.

Witness my hand and office seal at _____, Tennessee, this _____ day of _____, 20____.

Notary Public

My Commission expires: _____