

INSTRUMENT PREPARED BY:  
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RESTRICTIVE COVENANTS  
JACKSON CREEK SUBDIVISION - SECTION 3

KNOW ALL MEN BY THESE PRESENTS: That DMC/WINBERRY, a joint venture (hereinafter referred to as "Developer"), being on the day hereof, the owner of all property contained in Jackson Creek Subdivision, Section 3, a plat of which appears of record in the Registers Office of Madison County, Tennessee, Plat Book 11 at page 842, reference to which plat is hereby made, and the owner of all of the lots into 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 Jackson Creek Subdivision, Section 3, and the use thereof, for the benefit and protection of the undersigned and or 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 by the plat the following covenants and restrictions:

1. All lots in Jackson Creek Subdivision, Section 3, shall be used for private, residential purposes only.
2. Owner herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excludes those having an interest in the affected lot, merely as a security for the performance of an obligation.
3. Any variance from these restrictive covenants permitted herein by approval of the Developer shall require the written approval of the Developer whether specified or not to be in writing.
4. 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, and are specifically approved in writing by the Developer.

5. Prior to beginning construction of a house or outbuilding, each lot-owner is required to submit house plans and exterior material specifications, including colors, to the Developer for approval. Construction shall not begin until the Developer has granted approval in writing. Any approval of a specific house plan for one lot does not constitute automatic approval for the house to be repeated. The Developer reserves the right to withhold approval of any plan or exterior materials and colors that, in his opinion, could be detrimental to the development.

6. No dwelling erected on any residential lot shall be more than two (2) stories in height.

7. Except with the prior written approval of the Developer, any dwelling erected on any residential lot shall have an interior heated floor area of at least 1,000 square feet, said minimum interior to be exclusive of all areas within open porches, breezeways, and accessory buildings.

8. An attached garage with space for a minimum of two automobiles shall be constructed on every lot. Any owner shall keep their garage door closed at any time when the entrance to the garage is not in use.

9. No dwelling shall be erected on any lot unless of a permanent type, and in no event, shall the outside walls be covered with imitation brick or prefabricated brick panel, and no open foundation or other unsightly method of construction shall be permitted. Exterior walls are to be covered in brick, stone or a combination of the two.

10. No mobile homes or previously used structures of any type shall be placed on any lot, and the exterior of all buildings shall be constructed of new material, except that use of "old brick" and "old Ironwork" and other ornamental objects may be permitted with prior written approval of the Developer.

11. No structure of a temporary character or nature including but not limited to, a trailer, basement, tent, shack, garage, barn, recreational vehicle or other outbuildings shall be used on any lot any time as a residence, whether temporary or permanent.

12. No fence, pen or animal enclosure of any type may be placed, erected, or altered on any lot without prior written approval of the Developer as to its construction, design, material, purpose, and location. It is NOT a requirement for each lot to have a privacy fence, however, if the lot owner chooses to have a privacy fence it is required to have a "shadow-box" style of privacy fence installed around the rear portion of the lot beginning at least at the rear corner of the structure. The fences must be constructed of wood, wood vinyl, iron or materials of similar and highest quality. Any fence, including its height and dimensions, must be approved by the Developer, in advance, as to the materials used and the height and exact location.

13. No security lights (design similar to street lights) shall be erected on lots without prior written approval of Developer.

14. Any heating or cooling system for a structure on an lot which is of a type that uses a water source heat pump, or similar device, must drain in to a dry well and shall not drain onto the surface of the lot or surrounding lots or into a field drainage system.

15. No residence shall be erected on any lot nearer than thirty (30) feet to any front line, eight (8) feet to any side line and ten (10) feet to any back line, unless developer approved and within city building code guidelines. If building codes require greater distances, the building codes shall apply instead of the restrictive covenants.

16. No lot shall be re-subdivided except that the footage may be taken from one lot and added to another lot; provided, however, that only one single family dwelling unit may be erected on any lot.

17. Each lot in Jackson Creek Subdivision, Section 3, shall be subject to such drainage, utility, and other easements as provided.

18. No noxious or offensive activity or condition shall be carried on or permitted to exit upon any lot, nor shall any activity or condition be carried on or permitted to exist thereon which may be or may have become an annoyance or nuisance on the lot or any other lots in

Jackson Creek Subdivision, Section 3, or which in any manner detracts from the appearance of any lot therein.

19. No fowl, livestock, or other animals, except such customary domesticated animals as dogs and cats, for so long as the same are not dangerous or annoying, shall be kept, stabled, or penned on any lot or brought into the premises.

20. For the period of time between purchase of a lot from the Developer and the commencement of actual construction of a single family dwelling unit on such lot, the lot shall be maintained in generally the same condition as existed at the time of purchase with respect to appearance and shall be mowed, as necessary, by the owner thereof so as to maintain the required appearance. Further, the owner of a lot, except to the extent required during construction, shall not take or permit any action or with respect to the lot which would, at any time, render it unattractive or unsightly.

21. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris.

22. No vehicles, recreational or commercial, including, but not limited to, boats, boat trailers, house trailers, motor homes, motorcycles, go-carts, pick-up trucks, ATV's or similar type items shall be stored or kept other than in a garage or behind an approved fence blocking view from the street. No inoperable or damaged vehicle shall be parked or maintained on any lot unless same is within an enclosed garage area. In addition, no lot owner shall allow a commercial vehicle of any type to be stored or parked on the public streets and areas within Jackson Creek Subdivision, Section 3 for any extended period of time. Nothing herein contained is intended to prohibit commercial access to any lot within the development for the purpose of rendering commercial services for the benefit of the lot owner.

23. No television satellite dishes shall be allowed with a larger diameter than 24" and must be no closer to the street than the rear of the dwelling and directly behind the dwelling unless owner has obtained prior approval from the Developer.

24. All roofs must have the main ridge and any other front ridges built at a 7 pitch or steeper and roofing must be of an architectural shingle type in a color approved by the developer in writing.

25. No outdoor clotheslines shall be temporarily or permanently erected on any lot or other property in Jackson Creek Subdivision, Section 3.

26. All mailbox kiosk design and locations are approved by United States Postal Service.

27. All electrical services, telephone lines and cable TV lines shall be located underground, and owner's of the lot over which a telephone, etc. are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the streets 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 the same shall not be unreasonably withheld by any lot owner. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Developer shall have the right to grant such an easement on the property without conflicting with the terms of these restrictive covenants. These easements provided for in this section shall in no way affect any other recorded easements on the properties.

28. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.

Trash containers shall be kept in the garage or screened from public view by shrubbery or approved fencing.

29. No above ground pool, whether temporary or permanent, shall be placed on any lot.

30. Once a residence is completed, any exterior design change must be approved in writing by the Developer. This includes color changes, addition of cosmetic items such as shutters, converting garages into additional living space or adding on to the dwelling.

31. Developer may include in any contract or deed hereafter made any additional covenants or restrictions that are not consistent with and which do not lower the standards of the covenants and restrictions set forth herein.

32. Developer has the right to waive or release any restrictive covenant on any lot when in his sole judgment, such a waiver or release should be granted.

33. A Homeowners Association for Jackson Creek Subdivision exists to provide for the maintenance and general upkeep of the entrance, decorative street signs and common areas. 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 and subject to its bylaws, whether or not the lot owner voted for the establishment of the Association.

34. Playground equipment, including basketball goals must not be visible from the street. All equipment must be maintained behind a privacy fence and must be specifically approved for location in writing by the Developer.

35. "For Sale By Owner" signs and signs of similar size and nature must be specifically approved in writing by the Developer.

36. There is a private road(s) located in this Section of this Development which is presently shown as a private road(s) on the recorded plat. These private roads shall be maintained by the Developer up until 75% of the lots are sold in the Development (or upon the formation of the Homeowners Association, whichever occurs first). Thereafter, the Homeowners Association shall be responsible for the upkeep and maintenance of these private drives. These private drives as shown on the plats constitute non-exclusive easements for ingress and egress and service for all the lot owners in the Development and their invitees

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

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, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$1,000.00. 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. Further, 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 persons owning a lot within Jackson Creek Subdivision, Section 3, 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 therefore 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 reasonable attorney's fees incurred by such Developer or lot owner 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.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in Jackson Creek Subdivision, Section 3, 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 of a cancellation thereof, is placed in public record in the Register's Office of Madison County, Tennessee.

The foregoing covenants may be enforced by the Developer or any owner of a lot or lots in Jackson Creek Subdivision, Section 3, acting jointly or severally, by proceeding in law or equity; however, failure to enforce the breach of any covenant provided herein shall not in any manner, constitute a waiver thereof or bar future enforcement, The invalidation of any one or more of the

aforesaid covenants or restrictions by any court of competent jurisdiction shall not affect the force of validity of any other covenant or restriction, as the same shall be deemed severable.

Executed this the 3 day of ~~June~~ <sup>January</sup>, 2020. 2022 AC JW

DMC/WINBERRY, a joint venture

BY: *Danny Cole*  
DMC Development, LLC, Joint Venturer  
Danny Cole, Member/Manager

BY: *Jerry Winberry*  
Jerry Winberry, Joint Venturer

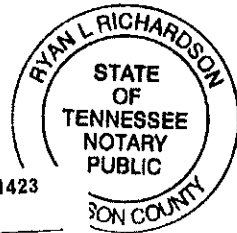
STATE OF TENNESSEE)  
COUNTY OF MADISON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named DMC Development, LLC, by and through its Member/Manager, Danny Cole and Jerry Winberry with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged Joint Venturers of DMC/Winberry, a Joint Venture, the bargainor, and that they as such Joint Venturers executed the forgoing instrument for the purpose therein contained, by signing the name of the Joint Venture as Joint Venturers.

WITNESS MY HAND and Official Seal, this the 3 day of January, 2022.

My Commission Expires: 1/22/25

*J. L. Richardson*  
Notary Public



BK/PG: T2183/1416-1423  
22000072

8 PGS. AL-RESTRICTIONS	
JANET BATCH 237859	01/03/2022 - 02:30 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

STATE OF TENNESSEE, MADISON COUNTY  
ANGIE BYERS  
REGISTER OF DEEDS