

Plan of Foxboro Estates
Covenants

1st Paragraph:

Section 1: Whereas, Land Investment and Development Corporation shown on the Plan of Foxboro Estates, Section 1, as of record in Book 7, Page 63 Register's Office for Williamson County, Tennessee, and are desirous of imposing certain restrictions upon all the lots for the protection and benefit of themselves and all future owners of lots in said subdivision.

Section 2: Wording the same except --- ***Section 2, as of record in Book 8, Page 49***

Section 3: Wording the same except --- ***Section 3, as of record in Book 8, page 75***

Section 4: Wording the same except --- ***Section 4, as of record in Book 8, page 102***

Section 4-A: Whereas, Houston Ezell Corporation is the owner and developer of a certain tract of land, shown on the PLAN OF FOXBORO ESTATES, Section 4-A, as of record in Book 13, page 84, Register's Office for Williamson County, Tennessee, and are desirous of imposing certain restrictions upon all the lots for the protection and benefit of themselves and all future owners of lots in said subdivision.

Section 5: Wording the same except --- ***Section 5, as of record in Book 8, Page 123***

Section 6: Wording the same except --- ***Section 6, as of record in Book 9, Page 8***

Section 7: Wording the same except --- ***Section 7 as of record in Book 9, Page 145***

Section 8: Wording the same except --- ***Section 8, as of record in Book 10, Page 86***

Section 9: Wording the same except --- ***Section 9, as of record in Book 11, Page 83***

Section 10: Whereas, Harding University, Inc. shown on the PLAN OF FOXBORO ESTATES, Section Ten, as of record in Book 16, page 69, Register's Office for Williamson County, Tennessee, and are desirous of imposing certain restrictions upon all the lots for the protection and benefit of themselves and all future owners of lots in said subdivision.

Section 11: Whereas, Harding University, Inc. shown on the PLAN OF FOXBORO ESTATES, Section 11, as of record in Book 18, page 51, Register's Office for Williamson County, Tennessee, and are desirous of imposing certain restriction upon all the lots for the protection and benefit of themselves and all future owners of lots in said subdivision.

Paragraph 2:

Section 1: Now, therefore, in consideration of the premises and the mutual benefits arising between the said owner and all future owners of lots in said subdivision, there is hereby imposed upon all the lots in said subdivision, the following limitations and covenants which shall be covenants running with the land and binding upon itself, its successor and assigns, for a period of 30 years from date hereof, after which time said covenants shall be automatically extended for successive periods of 10 years, unless and instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: Same

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: Same

I.

Section 1: All lots in this subdivision shall be known and described as residential lots.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: Same

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: Same

2.

Section 1: All houses erected in the subdivision shall have the following minimum square footage:

- a) For one story or split level houses, exterior foundation walls will provide 1800 square feet plus a carport or 2 car garage attached, a split level house having 1800 square feet on main floor is permissible without attached garage or carport.
- b) For basement or split foyer type houses, 1800 square feet on the main floor.
- c) For full two-story a minimum of 2000 square feet, plus an attaché garage.
- d) No concrete blocks shall be exposed. Exterior walls shall be at least 70% brick or stone or be approved by the developers.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: All houses erected in this subdivision shall have the following minimum square footage:

- a) For one story or split level houses, exterior foundation walls will provide 3000 square feet plus a 2 car garage attached.
- b) For basement or split foyer type houses, 1800 square feet on the main floor.
- c) For full two story a minimum of 3000 square feet, plus an attached garage.
- d) All homes shall be of stone, drivet, or brick. House plan to be approved in writing by developer.

Section 5: Same as Section 1

Section 6: Same as Section 1

Section 7: Same as Section 1

Section 8: Same as Section 1

Section 9: Same as Section 1

Section 10: Same as Section 1

Section 11: Same as Section 1

3.

Section 1: No buildings shall be constructed or maintained on any lot nearer the front of the lot than the setback line, as shown on the recorded plan; provided, however, open porches, either covered, bay windows, steps or terraces, shall be permitted to extend in front of the setback line, so long as the remaining portion of the structure does not violate the setback line. No residence shall be constructed less than 20 feet from the sideline and the total distance of both sidelines from the dwelling shall be a minimum of 40 feet.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: Same

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: Same

4.

Section 1: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Builder shall be required to place trash receptacle on property during construction.

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: Same

5.

Section 1: Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening or widening storm drains, sewage line and open ditches.

- Section 2: Same
- Section 3: Same
- Section 4: Same
- Section 4-A: Same
- Section 5: Same
- Section 6: Same
- Section 7: Same
- Section 8: Same
- Section 9: Same
- Section 10: Same
- Section 11: Same

6.

Section 1: No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot, which may constitute a nuisance or unreasonable annoyance to the neighborhood.

- Section 2: Same
- Section 3: Same
- Section 4: Same
- Section 4-A: Same
- Section 5: Same
- Section 6: Same
- Section 7: Same
- Section 8: Same
- Section 9: Same
- Section 10: Same
- Section 11: Same

7.

Section 1: No trailer, tent, garage, barn or other out-building shall be erected or used as a temporary or permanent residence. No house trailer or houseboat can be parked on any of the lots.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: No trailer, tent, garage, barn or other out-building shall be erected or used as a temporary or permanent residence. No house trailer or houseboat can be parked on any of the lots. Satellite dish location must be approved by the developer.

Section 5: Same as Section #1

Section 6: Same as Section #1

Section 7: Same as Section #1

Section 8: Same as Section #1

Section 9: Same as Section #1

Section 10: Same as Section #1

Section 11: Same as Section #1

8.

Section 1: No poultry, livestock or animals shall be allowed or maintained on any lot, and nothing shall be done on any lot, which may constitute a nuisance or unreasonable annoyance to the neighborhood.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: Same

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: Same

9.

Section 1: The sewerage system from any residence shall be approved by Williamson County Health Department. Water shall be supplied by State approved public water supply system.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: All lots are to be sewered with state approved sewer and water system.

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: The sewerage system from any residence shall be approved by the City of Brentwood Health Department. Water shall be supplied by State approved public water supply.

Section 11: Same as Section #10

10.

Section 1: A perpetual easement is reserved on each lot as shown on the recorded plat for the construction and maintenance of utilities, such as electricity, gas, water and sewerage. No structure of any kind shall be erected or maintained upon or over said easement except those necessary for utility purposes.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: A perpetual easement is reserved on each lot shown on the recorded plat for the construction and maintenance of utilities, such as electricity, gas, water and sewerage. No structure of any kind shall be erected or maintained upon or over said easement except those necessary for utility purposes. All utilities must be run underground from utility pole to the house. All telephone and cable TV must run underground from pole to house.

Section 5: Same as Section #1

Section 6: Same as Section #1

Section 7: Same as Section #1

Section 8: Same as Section #1

Section 9: Same as Section #1

Section 10: Same as Section #1

Section 11: Same as Section #1

11.

Section 1: No lot or lots as shown on the recorded plat shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established unless approved by the Williamson County Planning Commission, or its successor.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: Same except change Williamson County Planning Commission to "Brentwood Planning Commission"

Section 5: Same as Section #1

Section 6: Same as Section #1

Section 7: Same as Section #1

Section 8: Same as Section #1

Section 9: Same as Section #1

Section 10: No lot or lots as shown on the recorded plat shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established unless approved by the City of Brentwood Planning Commission, or its successors.

Section 11: Same as Section #10

12.

Section 1: All owners of lots in the subdivision shall consult with the Williamson County Department of Public Works before the installation of any driveway, culvert, or other structure within the dedicated roadway, and such placement or other construction shall be done in accordance with the rule and regulations of said Public Works Department.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: All owners of lots in the subdivision shall consult with the City of Brentwood's Department of Public Works before the installation of any driveway, culvert, or other structure within the dedicated roadway, and such placement or other construction shall be done in accordance with the rule and regulations of said Public Works Department.

Section 5: Same as Section #1

Section 6: Same as Section #1

Section 7: Same as Section #1

Section 8: Same as Section #1

Section 9: Same as Section #1

Section 10: Same as Section 4-A.

Section 11: Same as Section 4-A.

13.

Section 1: The developers of this subdivision, or their agents, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up any lot, if the same be reasonably required, charging the expense thereof to the owner which shall become a lien upon the lot, provided, however that a notice thereof shall be recorded in the Register's Office for Williamson County, Tennessee, and no lien shall attach except upon the recording of such notice.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: Same

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: Same

14.

Section 1: No houses shall be permitted to be moved from a former location and be placed or erected on any lot in this subdivision without the written consent of the developers of this subdivision.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: same

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: Same

15.

Section 1: The right of enforcement of each of these restrictive covenants is vested in the owner or owners of each and all lots in this subdivision and any owner of any lot shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them by institution of any action at law, or a suit in equity for injunctive or other relief.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: same

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: same

16.

Section 1: If any provision of this instrument should be declared void or inoperative by any court of competent jurisdiction the remaining provision shall be in full force and effect.

Section 2: Same

Section 3: Same

Section 4: Same

Section 4-A: Same

Section 5: Same

Section 6: Same

Section 7: Same

Section 8: Same

Section 9: Same

Section 10: Same

Section 11: Same

17.

Section 10: Satellite dishes and their location must be approved by the developer. Developer upon approval of location may require landscape screening as a condition of said approval.

Section 11: Same as #10