

**AMENDED RESTRICTIVE COVENANTS**  
**RAMBLEWOOD ESTATES SUB-DIVISION**  
**JACKSON, TENNESSEE**

This Amended Restrictive Covenants is made and entered into on this the 23<sup>rd</sup> day of June, 2014.

WHEREAS, on August 6, 1976, Edward L. Weaver, Sr., Edward L. Weaver, Jr., Jack Hall, John D. Graham and James W. Mosley d/b/a Highland Development Company, a partnership, and Edward L. Weaver, Sr., individually, caused to be recorded Restrictive Covenants governing the RAMBLEWOOD ESTATES SUB-DIVISION. Said Restrictive Covenants were recorded at Trust Deed Book 484, Page 324, in the Register's Office of Madison County, Tennessee (herein "subject restrictive covenants");

WHEREAS, Article XVI of the subject restrictive covenants provides that same may be amended in whole or in part by an instrument signed by a majority of the then property owners of the lots then recorded in the Register's Office of Madison County, Tennessee.

WHEREAS, the Ramblewood Estates Sub-Division, governed by the subject restrictive covenants, is currently comprised of 180 lots. The undersigned property owners represent at least a majority of said lots and hereby consent to the amendment of the subject restrictive covenants as more fully stated, herein.

THEREFORE, the undersigned property owners of Ramblewood Estates Sub-Division hereby consent to the deletion of Articles I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII of the subject restrictive covenants in their entirety and replacing them with the following:

I.

All such lots shall be used for private residence purposes only, and shall not be used for any commercial purposes unless those commercial purposes are performed exclusively inside the home or garage.

II.

No lot may be divided into smaller parcels of lots, nor shall more than one residential dwelling unit be erected on any lot.

III.

All houses constructed shall be a single family dwelling and must contain at least 1780 square feet of living area for one story dwelling and 1400 square feet on the first floor of any two story dwelling. Any dwelling that requires a basement, and if said basement is divided or used as a

habitable area, that is living area, shall have 1600 square feet on the first floor. All outside areas such as porches, carport, garages, utility and storage areas shall not count as part of the habitable square foot requirements. Such areas as the porches, carports, garages, utility rooms, storage rooms, etc. shall be attached and must be of the same type of construction as the residence. No residence shall exceed two stories in height, exclusive of basements.

#### IV.

No carports or garages shall be constructed so as to open to any front or side street upon which the lot is located.

#### V.

All buildings must be constructed according to the Southern Building Codes or the City of Jackson, TN Building Codes. All buildings shall be constructed of wood, masonry, or other permanent type construction. No outside walls may be constructed of imitation brick siding or other similar materials. All building materials must be new except that used brick, stone or ornamental iron work or other ornamental objects permitted by the Ramblewood Estates Recreation Association, Inc. may be used. No open foundations or other unsightly methods of construction shall be permitted on any lot in said Sub-Division. All driveways shall be paved.

#### VI.

All buildings must be situated on said lot in accordance with the building setback line shown on the recorded plot of said Sub-Division, and in any case must not be closer than forty (40) feet to the front property line of said lot. No building shall be erected closer than fifteen (15) feet to any side lot line unless permitted by the applicable county building code.

#### VII.

No duplicate houses may be built upon the same street. Such duplicates, if any, must be located in different areas and must represent a change in architectural appearance so as to avoid the same appearance. All houses constructed must have individual architectural appeal. The Ramblewood Estates Recreation Association, Inc. or its designee(s) will review and approve all house plans and elevations. The purpose of this is to insure that all plans meet the restrictions pertaining to this Sub-Division. All houses constructed must have individual architectural appeal.

#### VIII.

All houses must be connected to the City of Jackson Utilities. All utilities such as electrical, gas, telephone, cable television, etc., shall be installed underground according to the applicable building codes in effect in this County.

#### IX.

The construction of all other outbuildings or structures other than the residence, whether permanent or temporary, located on any lot must be of the same type construction as the residence or of similar materials. All portions of the residence must be attached to the main residence structure.



X.

No television antenna or communication tower may extend more than twenty-five (25) feet above the ridge of the residence.

XI.

No boats, trailers, campers, or other unsightly vehicles may be stored outside on any front or side yard. All such vehicles must be screened from view from the front of the house.

XII.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or permitted to exist thereon which may be or become an annoyance or nuisance to the neighborhood, or in any way detract from its appearance.

XIII.

Each lot owner is responsible for maintaining his lot in a neat condition and shall do nothing on a lot which would render it unattractive to the Subdivision.

XIV.

No additional fences shall be installed on any lot unless approved by the home owners association. Chain link fences shall be permitted in the subdivision. No fence may be erected higher than six feet. Any surface facing any adjacent lot must have a smooth and continuous surface. Any fence owner shall have the right to paint, stain or decorate any fence facing the owner's property or an adjacent that comes within two feet of his property. No fence may be closer to the street on which the house sits than the rear of the house.

XV.

No fowl, livestock or other animals, except customary domesticated animals, such as dogs and cats, shall be kept, stabled or pinned on any lot, or brought onto the premises.

XVI.

All owners of such lots located in the boundaries described in first paragraph of these covenants and restrictions and as funds from the initial sale of the said lots were used to purchase the common areas for the neighborhood, i.e. recreation facilities operated by the Sub-Division homeowner's association, The Ramblewood Estates Recreation Association, Inc., are members of said homeowner's association. The By-Laws of such association shall be binding on purchaser of said lots.

XVII

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 Sub-Division or the Ramblewood Estates Recreation Association, Inc., to prosecute such proceeding at law or in

equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or the recovery of damages, thereof, or both. In the event the Ramblewood Estates Recreation Association, Inc. 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 Ramblewood Estates Recreation Association, Inc. or lot owner, in order to enforce these covenants and restrictions. In the event any action or proceeding is brought to enforce, the rights and obligations imposed by this Declaration, the substantially prevailing party in any such action or proceeding shall be entitled to recover from the losing party all costs and expenses of such action or proceeding. 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.

#### XVIII

These restrictions constitute covenants running with the land, and shall be binding on all purchasers of such lots, and their heirs and assigns, for the period of twenty-five years from the date of hereof, and after which time such restrictions shall be automatically extended for successive periods of ten years, unless an instrument is obtained and recorded, signed by a majority of the then property owners of the lots recorded in the Register Office of Madison County, Tennessee at least one year prior to the expiration of any extended ten year period, authorizing the change of such restrictions, whole or in part, or their cancellation.

#### XIX

The Ramblewood Estates Recreation Association, Inc. shall operate as a Homeowners Association to provide for the enforcement of these Amended Restrictive Covenants as well as the maintenance and general upkeep of the Ramblewood Estates Sub-Division and its common areas and amenities. Each lot owner shall be entitled to one vote per lot and shall automatically be a member of the Ramblewood Estates Recreation Association, Inc. and subject to its bylaws.

The Board of Directors of the Ramblewood Estates Recreation Association, Inc. shall have the authority, in its sole discretion, to assess such dues and special assessments as it determines to be necessary to maintain and upkeep the existing common areas and amenities of the Ramblewood Estates Subdivision, including but not limited to the neighborhood swimming pool, picnic area and such properties owned by the Ramblewood Estates Recreation Association, Inc.

IN WITNESS WHEREOF, The undersigned property owners, representing a majority of the lot owners of the RAMBLEWOOD ESTATES SUB-DIVISION, JACKSON, TENNESSEE have hereunto set their hands to authorize the amendment, in part, of the subject restrictive covenants and hereby affix their signatures as follows:



This document was prepared by the Board Directors of the Ramblewood Estates Recreation Association, Inc., William F. Boller President and Matt West, Attorney at Law.

STATE OF TENNESSEE  
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County, William F. Boller  
William F. Boller

who acknowledged to me that all the signatures were executed by the property owners of said lots of Ramblewood Estates Sub-Division for the purpose there in contained.

WITNESSED MY HAND and Official Seal, at Office, this the 28 day of January, 2015.



Mona Rae Strayler  
Notary Public

My Comm. Exp: 11-26-2016



BK/PG: T1992/437-453  
1500965

17 PGS:AL-RESTRICTIONS	
ANGIE BATCH: 142333	01/28/2015 - 11:46 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	85.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	87.00

STATE OF TENNESSEE, MADISON COUNTY  
**LINDA WALDON**  
REGISTER OF DEEDS