

**RESTRICTIVE COVENANTS  
HEATHERWOOD CABIN SITES  
PHASE I**

1. The purpose of these restrictions is to insure the use of the aforementioned subdivision for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and subdivisions, and thereby secure to each site or lot owner the full benefit and enjoyment of his home and land, with no greater restriction on the free and undisturbed use of his site or lot than is necessary to insure the same advantages to the other site or lot owners.

2. All of the lots in the said Heatherwood Subdivision shall be known, described, and used exclusively as residential lots. No building or structure whatever except a private dwelling house with the necessary garage and storage rooms may be constructed, erected, placed, or permitted on the aforementioned lots, and any such dwelling house shall be used for residential purposes only.

3. There shall be but one dwelling house erected on each lot. There shall be no two-family, three-family, or four-family complexes erected, constructed, placed, or permitted. In addition, no five-family complexes or apartment buildings shall be erected, constructed, placed, or permitted on the aforesaid lots.

Garage apartments, temporary structures, mobile homes, junk cars, stables, barns, day care schools or centers, and dog kennels are expressly prohibited. In addition, no horse, cow, hog, goat, or similar animals shall be kept or maintained on the aforesaid lot, nor shall any chicken yard or similar facility be maintained thereon; except for boat houses to be constructed only on those lots approved for boat houses.

A. Satellite Dish must be erected in rear yards only and out of sight as much as possible.

B. No home beauty shops, business offices or commercial office space whatsoever shall be located within said subdivision.

C. All trucks over one ton shall be prohibited from parking in driveways or on dedicated streets within subdivision.

D. Dogs shall not be permitted to run loose through-out said subdivision. Only those that are restrained by a leash will be permitted.

E. All water systems and sewage disposal systems shall be the responsibility of the individual lot owner and shall meet the requirements of the Franklin County Health Department.

4. The premises shall be used for private residence purposes only, and no lot shall be subdivided; however, nothing herein contained shall prevent the owner of two adjoining lots from considering the combined area of the two lots as one building lot, in which event the setback lines for building purposes shall be construed and interpreted to apply to the outside lines of the two combined lots and not to the line which is common to both lots.

5. No temporary buildings or structures of any kind shall be constructed, erected, placed, permitted, or move upon or otherwise placed upon the aforesaid lot. Furthermore, no structure whatever, including houses, shall be moved from another site to the aforesaid lot: to be situated thereon except floating boat houses.

However, the builder of any single dwelling house may place tool houses and storage sheds on the lot to house equipment and materials during construction, which said tool houses and storage sheds shall be removed when the construction of the dwelling houses has been completed.

Neither Buyer nor any other person claiming under him shall or will at any time raise the grade or height of the aforesaid lot in such a manner as to cause excessive drainage on adjacent lots, or to cause a substantial disruption in the orderly and necessary flow of surface waters/drainage waters. Excessive and substantial being understood as any flow of water that tends to cause damage or continuous inconvenience to adjacent lot owners.

6. No fence, wall, or partition of an artificial nature higher than six feet shall be erected, maintained, placed, or permitted on the aforesaid lot.

7. No detached single-family, one story residence or dwelling house shall contain less than 800 square feet of ground floor space, exclusive of porches, garages, terraces, patios and courts, and no single-family, one and a half-story, two-story or tri-level dwelling house shall contain less than 800 square feet of ground floor space, exclusive of porches, garages, terraces, patios, and courts.

8. No private or public nuisance may be erected, permitted or maintained on said lot. Private nuisances are understood to be defined as any unreasonable interference with the use and enjoyment of the lot of any specific and particular fellow lot owner within the aforesaid subdivisions. Public nuisances are understood to be defined as any substantial harm caused by an interference with "a right common to the general public".

9. No building shall be located on any lot nearer than the minimum set back as shown on the subdivision plat or nearer than (10) feet to any interior lot line, including garages or other permitted accessory buildings. For the purposes of this restriction and covenant, eaves, steps and open porches shall not be considered a part of the building.

10. No Sign, billboard, or advertising device of any kind shall be placed upon the aforesaid lot, except one professional sign of not more than three (3) square feet in area side, house numbers, occupant's name or signs used by a builder approved in writing by the subdivider to advertise the property during the construction and sales period.

11. It is further covenanted between parties hereto that as soon 35% of the lots in Heatherwood have been sold, seller shall cause to be formed a mutual nonprofit corporation under the laws of the State of Tennessee, in which grantee by the acceptance hereof agrees to become, and shall be, a member and in which membership shall be limited to the purchasers or owners of lots in the said subdivision, and Seller.

The articles of incorporation of such corporation shall specify, among the purposed duties of such corporation, the enforcement of all the terms, conditions and restrictions and the maintenance, preservation, and improvement of such properties, and the keeping and maintaining of said subdivisions and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant lots and streets, so far as it may lawfully act, and the transaction of other business as may be permitted by law. Buyer shall pay (and upon acceptance agrees to pay) to such corporations, when formed, dues or assessments for such purposes, the amounts of which to be fixed by its by-laws or by lawful act of its board directors, not exceeding, however, in any one year One Hundred Twenty (\$120) Dollars for each lot purchased by Buyer.

It is understood and agreed that the articles of incorporation and by-laws of such corporation shall provide that each purchaser or owner of a lot shall be entitled to one vote for each lot he owns at all elections and on all other matters. Sellers shall be entitled to membership in respect to unsold lots.

The corporation will be referred to as a Property Owners Association and shall be vested with the power-to create and appoint committees to approach and deal with specific matters of subdivision management.

## 12. PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Members; Easement of Enjoyment: Every member shall have a right and easement of enjoyment in and to the common properties, boat ramp and picnic area and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Properties: The Developer agrees to convey title to the common properties to the Association free and clear of all liens and encumbrances prior to the conveyance of any lot.

Section 3. Extension of Members' Easement: The rights easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association as provided in its Certificate of Incorporation and By-Laws, to suspend the voting rights and right to use the recreational facilities by a member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infractions of its published rules and regulations and

(b) The right of the Association to dedicate or transfer all or any part of the common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action there under is sent to every member at least ninety (90) day in advance of any action taken.

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said common properties and the rights of such mortgage in said common properties shall be subordinate to the rights of the homeowners there under.

Section 4. Any member my delegate, in accordance with the Buy-Laws, his right of enjoyment to the common properties to his tenants, or contract purchasers who reside on the property.

13. It is expressly understood that the foregoing restrictions are each more than mere personal contracts, instead, they are each enforceable covenants that both Buyer and Seller intend to run with the land and whose burden they each fully agree touches and concerns the aforesaid lots.

These restrictive covenants shall run with said lots covered hereby and title thereto and shall be binding on all parties owning or claiming under them by purchase, inheritance, or otherwise, for a period of twenty-five (25) years from this date and upon the expiration of said period of twenty-five (25) years

said covenants shall automatically be extended for an additional ten (10) years and thereafter for successive periods of ten(10) years, unless by an agreement of the owners of majority of said residential lots, it is agreed to change these covenants in whole or in part, or to set the same aside entirely.

14. It is expressly understood and agreed that the several restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for the Seller, his heirs and assigns, but also for the owner or owners of any lot or any person owning any portion of any lot or any interest therein in the aforesaid subdivision to institute and prosecute any appropriate proceeding, or proceedings either at law or in equity against the person or persons violating or threatening to violate any of the said conditions, restrictions or covenants.

15. It is expressly agreed that if any one or more of the conditions, restrictions or covenants herein contained shall be held by any court of competent jurisdiction to be invalid for any reason any such holding shall not affect the validity and effectiveness of the other conditions, restrictions and covenants herein contained.

16. Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only wear and tear.

17. A majority of the owners of the lots, there being one vote per lot, shall have the right to alter or amend the aforementioned covenants, agreements, conditions, reservations, restrictions, and charges from time to time by executing and filing for record in the office of the Chancery Clerk of Franklin County, Tennessee, a written instrument. In the event that any owner shall hold title to a part of a lot, then the vote belonging to that lot shall be prorated between the owners based on front footage owned by each owner. It is understood that the type of majority required is referred to as a simple majority and will require no more than a number more than half of the given group.

18. The next phases of development that cause the creation of adjoining subdivisions or the creation of additions to the present subdivision shall be divided into lots which each carry the same restrictive covenants and rights to common areas as listed. Including land to be developed by T.E.R.D.A. between TVA markers 17-58 and 17-59 and 17-60 and 17-61.

19. These restrictions apply to lots 1-117 of Heatherwood and only article 12 applies to Parcels A.B.C.D.