

This Instrument Prepared By Bear Lake Partners and Heathwood Development
4010 N. Quinland Lake Road, Cookeville, TN 38506

RESTRICTIVE COVENANTS APPLICABLE TO
HEATHWOOD WEST
LOTS 31 THROUGH 56

Bear Lake Partners, a Tennessee General Partnership, and Heathwood Development owners in fee simple of the property known as Heathwood West Subdivision, lots 31 through 56, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet _____, Slide _____, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts, in the subdivision, may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on ourselves, and all purchasers of lots and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declaration of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as herein specified:

1. No lot shall be used except for residential purposes, but this shall not exclude the temporary use of a house for a showcase model home or temporary real estate sales office under the auspices of Bear Lake Partners and Heathwood Development, the developers.
2. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family; and, only one (1) house is to be erected or constructed on any lot and/or tract of the above described property.
3. No building shall be constructed or maintained on any lot which extends over the set-back lines, as shown on the recorded plat; provided bay windows, steps or terraces, shall be permitted to extend over the set-back lines, so long as the remaining portion of the structure does not violate the set-back lines as shown. Set-back lines as shown on the plat are: front- 40 feet, side- 10 feet, rear - 30 feet and side street - 30 feet. The Declarants expressly reserve the right to amend or alter, with the approval of the appropriate planning commission, the minimum set-back lines.
4. A perpetual easement is reserved for each lot as shown on the recorded plat, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
5. No old house shall be permitted to be brought into Heathwood West Subdivision lots 31 through 56, to be placed or erected on any lot.
6. Any residence erected on **lots 31 through 56**, as shown on said plat, shall have a minimum living area of 1,800 square feet. Two story residences shall contain no less than 2,250 square feet of living area. The foregoing minimum square footage requirements are exclusive of any garages, basements, porches, terraces, carports, and similar appurtenances; and, in addition, each resident shall have an attached two-car garage. However, a two car basement garage may be utilized in lieu of an attached two car garage, but in that event, the minimum square footage requirements referred to above shall be increased to 2,000 square feet for one story residences 2,450 for two-story residences, respectively.
7. All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist nor shall be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon.

8. No concrete block, used in the foundation or elsewhere in the construction of any building erected on the lots of Heathwood West Subdivision, lots 31 through 56, shall be permitted to be visible above the ground level.
9. No one will be permitted to have a junk car or junk trash, garbage or scrap accumulation on said lots
10. No noxious or offensive operations shall be conducted or maintained on any lot and/or tract, and nothing shall be done on said lot and/or tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.
11. No poultry, livestock, or animals shall be allowed or maintained on any lot at any time; provided, however, this shall not preclude the keeping of dogs or cats, or other household pets, as such, provided further, however, that the keeping or raising of dogs, cats, or other animals for commercial purposes shall not be permitted.
12. Vegetable gardens may be grown to the rear of the main structure on any lot so long as they do not block or obstruct the view of any dwelling house in said subdivision as viewed from the street on which any such dwelling house faces.
13. Sixty percent (60%) of exterior wall materials must be brick, stone, stucco, or wood. The remaining forty percent (40%) of exterior materials may be brick, vinyl, wood, or any other material approved by the Southern Building Code.
14. It shall not be permissible to erect a temporary building on said property, and no garage house shall be permissible or occupied or erected or maintained on said property except as an adjunct to or for use and occupancy by servants of the occupant of the residence house on said property. This restriction does not prohibit a temporary tool shed for use by a contractor or workmen during the construction of a house on said property, provided, however, that the said tool shed or construction shack shall be removed within thirty (30) days after completion of the main residence.
15. No house trailer, double wide house trailer, modular home or any type home which is not constructed on site shall be placed or erected on said lots.
16. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, except for signs used by builders or developers to advertise the property during the construction and sales period.
17. Only one detached building on a permanent foundation will be permitted on any lot. Any such building must have a brick foundation and must be constructed of materials approved by the Southern Building Code.
18. All culverts for driveways must be approved by the Putnam County Highway Department prior to installation.
19. Developers retain the right to use any lot owned by them as a street to connect to any adjoining property that may be developed and to re-subdivide any lot or tract as long as the newly-created lots meet Putnam County subdivision regulations.
20. No used materials may be used in the construction of any storage building, dog house or dog pen on any lot within Heathwood West Subdivision, lots 31 through 56. Any such building or fence shall be constructed to maintain the integrity of the neighborhood.
21. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for the

loss of time and trouble encountered, and all attorney's fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.

In the event any one or more of the foregoing restrictive covenants are declared to be null and void, or unconstitutional by any court of competent jurisdiction, in the suit involving said property, or said restrictive covenants, all other restrictive covenants shall be and remain in full force and effect.

WITNESS THEIR HANDS this _____ day of _____ 20____.

BEAR LAKE PARTNERS

HEATHWOOD DEVELOPMENT

BY: _____
Fred Brown*

BROWN PROPERTIES, INC.

BY: _____
Fred Brown, President

*Certificate of Authority For Partner
To Act For Bear Lake Partners, Recorded
in Book 418, Page 739, R.O.P.C.T.

William H. Baugh

BY: _____
Greg Baugh, Attorney-in-fact*

NOTE: The Power of Attorney from
William H. Baugh to Greg Baugh is of
record in Warranty Deed Book 387, Page
475, R.O.P.C.T.

STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Fred brown, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Agent for Bear Lake Partners, the within named bargainor, a Tennessee General Partnership, and that he as such Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Bear Lake Partners by himself as Agent.

WITNESS MY HAND and official seal at office in Cookeville, Tennessee, this the ____ day of _____, 20____.

NOTARY PUBLIC

Commission expires _____

STATE OF TENNESSEE
COUNTY OF PUTNAM

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, FRED BROWN, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of BROWN PROPERTIES, INC., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS MY HAND and official seal at office in Cookeville, this the _____ day of _____, 2001.

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF TENNESSEE
COUNTY OF PUTNAM**

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, GREG BAUGH, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), who acknowledged that he executed the foregoing instrument in behalf of WILLIAM H. BAUGH, and who upon oath, acknowledged that he executed the same as the free act and deed of said WILLIAM H. BAUGH.

WITNESS MY HAND and official seal at office in Cookeville, this the _____ day of _____, 2001.

Notary Public

My Commission Expires _____

STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were noted in Notebook _____, Page _____ at _____ o'clock _____ M _____, 20____ and were recorded in Warranty Deed Book _____, Page _____. State Tax Paid \$ _____ Fee _____ Recording Fee _____ Total \$ _____.

Witness my hand

Receipt No. _____ Register _____