This Instrument Prepared By Brown Properties, Inc.,
3843 N. Quinland Lake Road, Cookeville, TN 38506

RESTRICTIVE COVENANTS APPLICABLE TO
HUNTINGTON WOODS, PHASE II

William H. Baugh, Brown Properties, Inc., and Alma M. Maxwell owners in fee simple of the property known as Huntington Woods, Phase II, a subdivision, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet C, Slide 2, 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 ouse or a showcase model home or temporary real estate sales office under the auspices of William H. Baugh, Brown Properties, Inc. and Alma M. Maxwell, 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. **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 contruction 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 Huntington Woods, Phase II, to be placed or erected on any lot.

6. Any residence erected on any lot and/or tract, as shown on said plat, shall have a minimum living area of 1,200 square feet. Two-story and split level residences shall contain no less than 1,400 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 1,400 square feet for one story residences, and 1,600 square feet for two-story and split level residences.

7. All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist nor shall be maintained uon said land for a period longer than ninety (90) days after cessation of actual construction work theron.

8. No concrete block, used in the foundation or elsewhere in the construction of any building erected on the lots of Huntington Woods, Phase II, shall be permitted to be visible above the ground level.

9. No one will be permitted to have a junk car of junk, trash, garbage or scrap accumulation on said lots. Any vehicle unlicensed in the current year will be considered a junk car.

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 to the keeping of dogs or cats, or other household pets, as such, provided further, howeverr, 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. All exterior materials must be approved by the Southern Building Code.

14. It shall not be permissible to erect a temporary building on said property, an dno 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 toolshed for use by a contractor or workmen during the construction of a house on said property, provided, however, that the said toolshed or construction shack shall be removed within thirty (30) days after completion of the main residence.

15. No house trailer, double wide house trailer or modular home shall be placed or erected on said lots.

16. No sign of any kind shall be displayed to the public view or 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 of any type will be permitted on any lot. Any such building must meet the same restrictions as to materials and construction as the house located thereon.

18. All culverts for driveways must be approved by the Putnam County Highway Department prior to installation.

19. Developer retains the right to use any lot owned by him as a street to connect to any adjoining property that may be developed and to resubdivide any lot or tract as long as the newly-created lots meet Putnam County subdivision regulations.

20. 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.

21. No used materials may be used in the construction of any storage building, dog house or dog pen on any lot within Huntington Woods Subdivision, Phase II. Any such building or fence shall be constructed to maintain the integrity of the neighborhood.

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.