

EXHIBIT

DEED RESTRICTIONS

1. Single-Family Dwelling. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent residence. No trailers, manufactured homes, mobile homes or similar structures, shall be erected or permitted to remain on any lot, except that construction trailers shall be permitted during periods of construction.
2. No Refuse, Animals Restricted. No lot shall be used as a dumping ground for rubbish, trash, or garbage. The keeping and breeding of livestock is permitted, except that any such use shall not result in a nuisance to neighbors and shall not constitute a commercial occupancy. The following nuisance occupancies are specifically prohibited: chicken houses, hog or pork farms, and dog kennels utilized for commercial breeding, boarding or re-sale of animals. All animals and pets must be restricted to range within the boundaries of the owner's lot(s) or tract(s).
3. Noise and Odors. No offensive activities, which shall create an annoyance or unusual noise or odors for a residential neighborhood, shall be carried on upon any of the properties.
4. Property Maintenance Requirements. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Woodlands may be left in their natural state. Each lot owner shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any residence, building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty.
5. Vehicles. No inoperable or disabled cars and vehicles or machinery or any parts of vehicles or machinery shall be stored on any lot outside of an enclosed garage.
6. Zoning and Subdivision. No residence shall be erected on any lot that does not conform to the zoning laws, building codes and regulations applicable thereto. The subdivision of any lot is subject to governmental zoning and subdivision ordinances.
7. Remedies. These restrictions shall run with and bind the land and shall inure to the benefit of each of the other lots in the subdivision and shall be binding upon the parties and their respective representatives, heirs, successors and assigns. If the owner of a lot shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for Grantor, its successors and assigns, or any person or persons owning any lot or lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and either obtain injunctive relief or recover damages for such violation, including reasonable attorney fees.
8. Severability. Should any covenant or restriction herein contained be declared void, invalid, illegal or unenforceable any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof, which are hereby declared to be severable, and which shall remain in full force and effect.
9. Construction. These restrictions hereof shall be liberally construed to effectuate their purpose. Failure to enforce any restriction shall not constitute a waiver of the right to enforce said Restriction or any other provision hereof.
10. Governing Law. These restrictions shall be governed and construed pursuant to the laws of the State of Tennessee.