

PREPARED BY:

CHARLES PATTERSON, ATTY.  
107 WEST MAIN STREET  
JACKSON, TENNESSEE 38301

RESTRICTIVE COVENANTS

BRIAR HILL - SECTION III

KNOW ALL MEN BY THESE PRESENTS: That GRAVES PROPERTY PARTNERSHIP, a Tennessee General Partnership composed of Health Development, Inc., Harold Miller, Shane McAlexander and Collin Miller (hereinafter referred to as "Developer"), being on the day hereof, the owner of all property contained in BRIAR HILL SUBDIVISION, Section III, a plat of which appears of record in the Register's Office of Madison County, Tennessee, Plat Book 9 at page 120, reference to which plat is hereby made, and the owner of all of the lots into which such property is subdivided as shown by such plat, and desiring to create and establish certain restrictions with respect to all of the lots in Briar Hill, Section III, and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as residential purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided by the plat the following covenants and restrictions:

1. All lots in Briar Hill, Section III, shall be used for private, residential purposes only.
2. Owner herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excludes those having an interest in the affected lot, merely as a security for the performance of an obligation.
3. Any variance from these restrictive covenants permitted herein by approval of the Developer shall require the written approval of the Developer whether specified or not to be in writing.
4. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single family dwelling unit and other buildings or structures customarily used as "outbuildings", for a single family dwelling unit and which are, additionally, of a permanent nature, of similar design and construction to the single family

dwelling unit, and are specifically approved in writing by the Developer.

5. No building (including outbuildings) shall be erected on any lot unless and until the site plan therefore shall have been approved in writing by the Developer. Further, no dwelling (including outbuildings) shall be erected on any lot unless and until the plans therefore shall have been approved in writing by the Developer, both as to exterior or architectural design and the specification of construction materials.

6. No dwelling erected on any residential lot shall be more than two (2) stories in height (exclusive of basement).

7. Except with the prior written approval of the Developer, any dwelling erected on any residential lot shall have an interior heated ground floor area (whether level or split) of at least 1,100 square feet, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, and accessory buildings; provided, however, that one and one half or two story dwelling may have a minimum interior ground floor area of 700 square feet if such one and one half or two story dwelling has a total interior heated floor area (exclusive of open porches, breezeways, and accessory building) of at least 1,300 square feet.

8. An attached garage with space for a minimum of two automobiles shall be constructed on every lot.

9. No dwelling shall be erected on any lot unless of a permanent type, and in no event, shall the outside walls of any dwelling be covered with imitation brick or prefabricated brick panel, and no house with open foundation or other unsightly mold or method of construction shall be placed on any lot.

10. No mobile homes or previously used structures of any type shall be placed on any lot, and the exterior of all buildings shall be constructed of new material, except that use of "old brick" and "old ironwork" and other ornamental objects may be permitted with prior written approval of the Developer.

11. No structure of a temporary character or nature including but not limited to, a trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot any time as a residence, whether temporary or permanent.

12. No fence of any type may be placed, erected, or altered on any lot without prior written approval of the Developer as to its construction, design, material, purpose, and

location. No chain link fences are permitted.

13. No security lights (of design similar to street lights) shall be erected on lots without any prior written approval of the Developer.

14. Any heating or cooling system for a structure on an lot which is of a type that uses a water source heat pump, or similar device, must drain in to a dry well and shall not drain onto the surface of the lot or surrounding lots or into a field drainage system.

15. No residence shall be erected on any lot nearer than thirty (30) feet to any front line, eight (8) feet to any side line and twenty (20) feet to any back line.

16. No lot shall be re-subdivided except that the footage may be taken from one lot and added to another lot; provided, however, that only one single family dwelling unit may be erected on any lot.

17. Each lot in Briar Hill, Section III shall be subject to such drainage, utility, and other easements as provided.

18. No noxious or offensive activity or condition shall be carried on or permitted to exit upon any lot, nor shall any activity or condition be carried on or permitted to exist thereon which may be or may have become an annoyance or nuisance on the lot or any other lots in Briar Hill, Section III, or which in any manner detracts from the appearance of any lot therein.

19. No fowl, livestock, or other animals, except such customary domesticated animals as dogs and cats, for so long as the same are not dangerous or annoying, shall be kept, stabled, or penned on any lot or brought into the premises.

20. For the period of time between purchase of a lot from the Developer and the commencement of actual construction of a single family dwelling unit on such lot, the lot shall be maintained in generally the same condition as existed at the time of purchase with respect to appearance and shall be mowed, as necessary, by the owner thereof so as to maintain the required appearance. Further, the owner of a lot, except to the extent required during construction, shall not take or permit any action or with respect to the lot which would, at any time, render it unattractive or unsightly.

21. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and

other lots reasonably free of trash and other construction debris.

22. No vehicles, recreational or commercial, including, but not limited to, boats, boat trailers, house trailers, motor homes, motorcycles, go-carts, pick-up trucks, ATV's or similar type items shall be stored or kept other than in a garage or behind a stockade type fence blocking view from the street.

23. No outdoor clotheslines shall be temporarily or permanently erected on any lot or other property in Briar Hill, Section III.

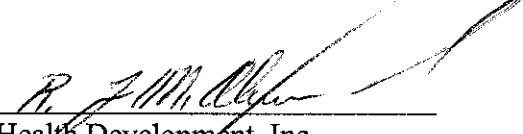
24. Developer may include in any contract or deed hereafter made any additional covenants or restrictions that are not consistent with and which do not lower the standards of the covenants and restrictions set forth herein.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in Briar Hill, Section III, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part of a cancellation thereof, is placed in public record in the Register's Office of Madison County, Tennessee.


The foregoing covenants may be enforced by the Developer and any owner of a lot or lots in Briar Hill, Section III, acting jointly or severally, by proceeding in law or equity; however, failure to enforce the breach of any covenant provided herein shall not, in any manner, constitute a waiver thereof or bar future enforcement. The invalidation of any one or more of the aforesaid covenants or restrictions by any court of competent jurisdiction shall not affect the force of validity of any other covenant or restriction, as the same shall be deemed severable.

IN WITNESS WHEREOF, GRAVES PROPERTY PARTNERSHIP, has executed these Restrictive Covenants on this the \_\_\_\_\_ day of November, 2001.

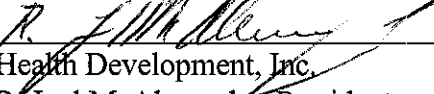
**LOT 301**  
GRAVES PROPERTY PARTNERSHIP

BY:   
Health Development, Inc.  
R. Joel McAlexander, President

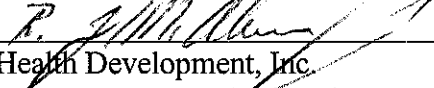
**LOT 302**  
GRAVES PROPERTY PARTNERSHIP

BY:   
Health Development, Inc.  
R. Joel McAlexander, President

**LOT 303**  
GRAVES PROPERTY PARTNERSHIP

BY:   
Health Development, Inc.  
R. Joel McAlexander, President


**LOT 304**  
GRAVES PROPERTY PARTNERSHIP

BY:   
Health Development, Inc.  
R. Joel McAlexander, President

**LOT 305**  
GRAVES PROPERTY PARTNERSHIP

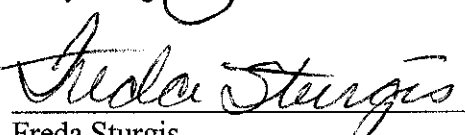
BY:   
Health Development, Inc.  
R. Joel McAlexander, President

**LOT 306**  
GRAVES PROPERTY PARTNERSHIP

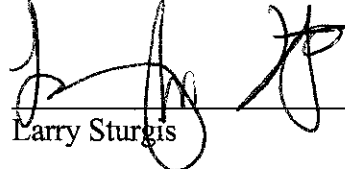
BY:   
Health Development, Inc.  
R. Joel McAlexander, President

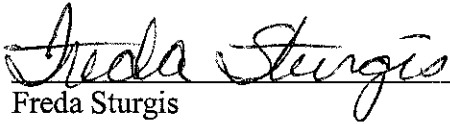
**LOT 307**

  
Larry Sturgis

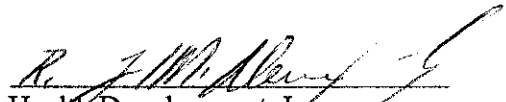
  
Freda Sturgis

**LOT 308**


  
Larry Sturgis

  
Freda Sturgis

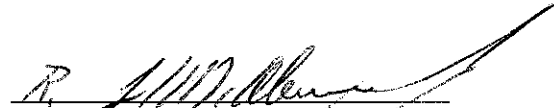
**LOT 309**  
GRAVES PROPERTY PARTNERSHIP

BY:   
Health Development, Inc.  
R. Joel McAlexander, President

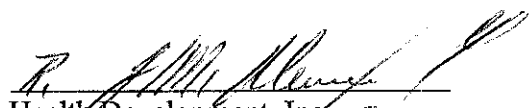
**LOT 310**  
GRAVES PROPERTY PARTNERSHIP

BY:   
Health Development, Inc.  
R. Joel McAlexander, President


**LOT 311**  
GRAVES PROPERTY PARTNERSHIP

BY:   
Health Development, Inc.  
R. Joel McAlexander, President


**LOT 312**  
GRAVES PROPERTY PARTNERSHIP

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**LOT 313**  
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Health Development, Inc.  
R. Joel McAlexander, President

**LOT 314**  
GRAVES PROPERTY PARTNERSHIP

BY:   
Health Development, Inc.  
R. Joel McAlexander, President

**LOT 315**  
**GRAVES PROPERTY PARTNERSHIP**

BY: *R. J. McAlexander*  
Health Development, Inc.  
R. Joel McAlexander, President

**LOT 316**

*Joe D. McCorkle III*  
Joe D. McCorkle, III

**LOT 317**

*Larry Sturgis*  
Larry Sturgis  
*Freda Sturgis*  
Freda Sturgis

**LOT 318**

*Larry Sturgis*  
Larry Sturgis  
*Freda Sturgis*  
Freda Sturgis

**LOT 319**  
**GRAVES PROPERTY PARTNERSHIP**

BY: *R. J. McAlexander*  
Health Development, Inc.  
R. Joel McAlexander, President

**LOT 320**  
**GRAVES PROPERTY PARTNERSHIP**

BY: *R. J. McAlexander*  
Health Development, Inc.  
R. Joel McAlexander, President

STATE OF TENNESSEE)  
COUNTY OF MADISON)

Before me the undersigned, a Notary Public, in and for the state and county aforesaid, duly commissioned, sworn and acting, personally appeared R. Joel McAlexander, President of Health Development, Inc., with whom I am personally acquainted, and who, upon oath, acknowledged itself to be a General Partner of Graves Property Partnership, the within named bargainor, a Tennessee General Partnership, and that it as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name thereto as a General Partner.

WITNESS MY HAND and official seal, at office, in said state and county on this the 17 day of NOV., 2001.

*H. Jean Kohn*  
Notary Public

My Commission Expires: *May 24, 2005*

STATE OF TENNESSEE)  
COUNTY OF MADISON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named Joe D. McCorkle, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, acknowledged that he executed the foregoing instrument for the purposes therein contained and as his free act and deed.

WITNESS MY HAND and Official Seal, this the 19<sup>th</sup> day of NOV., 2001.

H. [Signature]  
Notary Public

My Commission Expires: May 24, 2005

STATE OF TENNESSEE)  
COUNTY OF MADISON)

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named Larry Sturgis and wife, Freda Sturgis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, acknowledged that they executed the foregoing instrument for the purposes therein contained and as their free act and deed.

WITNESS MY HAND and Official Seal, this the 19<sup>th</sup> day of NOV., 2001.

H. [Signature]  
Notary Public

My Commission Expires: May 24, 2005

State of Tennessee, County of MADISON  
Received for record the 29 day of  
NOVEMBER 2001 at 10:05 AM. (RECN 21630)  
Recorded in Book T1340 pages 489- 496  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 42.00, Total \$ 42.00,  
Register of Deeds CURTIS WHITE  
Deputy Register JANET GRAVES