

This Instrument Prepared By H & E Enterprises
727 West Jackson Street
Cookeville TN 38501

RESTRICTIVE COVENANTS APPLICABLE TO
QUAIL HOLLOW SUBDIVISION

H & E Enterprises, a Tennessee General Partnership, Owner in fee simple of the property known as Quail Hollow Subdivision, 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 limitation, 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 purchases 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, in use, as herein specified.

1. All construction work must be executed immediately with all due diligence. No incomplete structures shall be permitted to exist upon said land for a period longer than thirty (30) days after cessation of actual construction work thereon.
2. No building shall be constructed or maintained on any tract which extends over the set-back lines; 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 are as follows: front- 20 feet, side-7.5 feet each or 15 feet one side, rear-15 feet, and side street-20 feet. The declarants expressly reserve that right to amend or alter, with the approval of the appropriate planning commission, the minimum set-back lines.
3. Any residence erected on any tract, as shown on said plat, shall have a minimum 1,200 square feet on a single level and 1,500 square feet on a multi level, not including basement. The foregoing minimum square footage requirements are exclusive of any garages, basements, porches, terraces, carports, and similar appurtenances.
4. No one will be permitted to have a junk car or junk trash, garbage or scrap accumulation on said tract. At no time shall the carport be used to store anything other than a current registered vehicle for more than seven (7) days.
5. No noxious, offensive, or illegal operations shall be conducted or maintained on any tract, and nothing shall be done on said tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.
6. No poultry or livestock shall be allowed on any tract at any time. All pets must be fenced or housed, no outside pets unless yard is fenced and they have proper housing. No pet can become a nuisance by noise or waste on adjoining property. Any complaints must be in writing and land owner must take immediate action to resolve or remove nuisance from premise.
7. An old house, mobile home trailer, modular home or any type home which is not constructed on site shall not be placed or erected on said lots. All structures must be site built.
8. No signs 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 the developer to advertise the property during the sales period.
9. No commercial vehicles over one-ton capacity, RVs, Motor Homes, Rented trucks, or Delivery vehicles may be parked or stored on property longer than 24 hours. No vehicle

can sit more than 24 hours without being moved or remain unregistered. No Parking on sidewalks. No vehicles are to be parked on the street or any grassed area at any time.

10. All outbuildings must be constructed of new materials, and match the exterior of the main structure.

11. All fencing must be approved materials which are: wood, split rail, Vinyl, and PVC, and must not extend in front of the house. All permits necessary shall be applied for, and received from the City of Cookeville prior to erection of any fence.

12. Each property owner shall maintain, but not limited to, trimming shrubs, mulching, weeding, fertilizing, liming, and maintaining the height of the grass to no more than 6 inches. At no time shall any of these items be neglected for more than 14 days from needing to be performed.

13. A perpetual easement is reserved for each tract, 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. Any one wanting to install a fence must meet the City of Cookeville fencing regulations and must purchase a permit, if required.

14. All utilities leading from the street to the residence, including but not limited to wiring, electrical, telephone, and television cables, etc., on said described property shall be underground.

15. No above-ground pools shall be erected on any tract.

16. All driveways must be constructed of asphalt paving, concrete, exposed aggregate or approved pavers finish. Driveways must be completed at the same time of construction of the house thereon. Prior to and during the construction all driveways must be identified, graded, and graveled to the extent that mud is not traveled onto streets while the construction is in process.

17. No exterior satellite dishes over 28" inches in diameter will be permitted, and must be installed on the side or back of house. Any satellite dish installed on any structure must be installed by an approved installer. H & E Enterprises can provide you with a list of approved installers.

18. Violation or threatened violation of any of the aforesaid restrictions shall subject the violator-tract owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating tract 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 tracts and 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 conveyance would not have been made.

19. No tract shall be used except for a single family house. Developer, or "Successor Developer", as designated by Developer, shall retain the right to use any tract owned by him as a connect and/or to connect any utilities to any adjoining property that may be developed and have to re-subdivide any tract. "Successor Developer" must have the approval of the appropriate planning commission. The Developer reserves the right to combine lots.

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.