

Restrictions on Home Builders & Lot Owners:

1. ANY VARIANCE from these restrictive covenants permitted herein by approval of the HOMEOWNERS ASSOCIATION whether specified or not is to be APPROVED IN WRITING BY the HOMEOWNERS ASSOCIATION.

2. Any dwelling erected on any residential lot shall be a minimum of 2,900 Square Feet UNDER ROOF, also having an interior HEATED floor area (Whether SINGLE-LEVEL or SPLIT) of at least 2,500 Square Feet, said minimum interior floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings; provided however, that a ONE and ONE-HALF (1-1/2) or TWO (2) STORY DWELLING may have a minimum interior HEATED ground floor area of 1,500 Square Feet if such ONE and ONE-HALF (1-1/2) or TWO (2) STORY DWELLING has a TOTAL INTERIOR HEATED FLOOR AREA (Exclusive of open porches, breezeways, garages and accessory buildings) of at least 2,700 Square Feet.

3. AN "ARCHITECTURAL COMMITTEE" IS HEREBY ESTABLISHED specifically for Wright's Mill Subdivision which shall be composed of individuals appointed to the committee by the Homeowners Association. The affirmative vote of a majority of the membership of the Architectural Committee shall be required to issue approval to any plans, revisions or specifications.

4. PRIOR TO CONSTRUCTION OF A DWELLING on a lot in the SUBDIVISION, the owner of the lot must submit a detailed set of house plans to the "ARCHITECTURAL COMMITTEE" including but not limited to the following:

A site plan of the Lot showing the nature, exterior (including front, rear and side elevations), kind, shape, height, materials, and location with respect to said Lot of all structures, fences or barriers and location of all parking spaces and driveways and landscaping plans.

Specific architectural elements that must be REVIEWED BY HOMEOWNERS ASSOCIATION are:

- a) Shutter size & shape – Shutters should be of similar shape and size to the adjacent window(s) so if hinged, the shutters would actually close to cover the window(s).
- b) Column Materials – Columns over nine (9) feet in height must be of fiberglass or timber construction unless otherwise approved by the HOMEOWNERS ASSOCIATION in writing.
- c) Column Size – Columns should be at least one (1) inch wide for each one (1) foot of height unless otherwise approved by the HOMEOWNERS ASSOCIATION in writing.
- d) Exterior Walls – The exterior walls shall be 9 foot perimeter studs and should be subject to the approval of the HOMEOWNERS ASSOCIATION.

The ARCHITECTURAL COMMITTEE will evaluate each application for total effect, including the manner in which the home-site is developed. This evaluation relates to matters of JUDGEMENT and TASTE which cannot be reduced to a simple list of measurable criteria. It is possible therefore, that a proposed improvement might meet individual criteria delineated in these covenants and still not receive approval, if in the sole judgment of the architectural committee, its OVERALL AESTHETIC IMPACT is unacceptable.

APPROVAL of any such PLANS AND SPECIFICATIONS shall be final as to that LOT ONLY, and such approval MAY NOT BE REVOKED or RESCINDED thereafter provided that the plans and specifications as approved and any condition(s) attached to any such approval have been ADHERED TO and COMPLIED

WITH in regard to all structures, fences, or barriers on and uses of the lot in question. NO CONSTRUCTION on any lot may be commenced without first obtaining said WRITTEN APPROVAL of the ARCHITECTURAL COMMITTEE. Once written approval has been obtained, construction on the lot must generally conform to the approved plans.

5. Every single-family dwelling erected on any lot in the Subdivision shall be constructed of brick, masonry or other permanent type construction. EACH DWELLING SHALL HAVE AN EXTERIOR OF A MINIMUM OF 95% BRICK, STONE, and/or DRYVIT (of different type & appearance than adjacent homes.) Any other exterior material shall be specifically APPROVED IN WRITING BY THE HOMEOWNERS ASSOCIATION). No outside walls may be constructed of imitation brick. All outside materials must be new except that used brick, stone or ornamental objects may be used if APPROVED IN WRITING BY THE HOMEOWNERS ASSOCIATION.

No exterior of any dwelling shall be constructed of VINYL or ALUMINUM SIDING, except that VINYL or ALUMINUM may be used to cover SOFFIT, FASCIA, or REAR GABLES (Except on corner lots).

All front gables and front or side dormers must contain a window unless APPROVED IN WRITING BY THE HOMEOWNERS ASSOCIATION.

No temporary residence or other temporary structure shall be placed on any lot. No mobile or modular homes or previously used dwelling or accessory building shall be placed in the Subdivision.

No open foundations or unsightly methods of construction shall be permitted on any lot in the subdivision.

6. No part of any dwelling or accessory building on ANY lot within the SUBDIVISION shall be located within 30 FT. OF THE FRONT PROPERTY LINE of the lot except on some cul-desac lots where a 22 1/2 ft. setback is allowed. Provided however, that if there is any conflict between such 30 foot minimum front setback line and any front setback line shown on the recorded plat of the lot, then such plat setback line shall control unless APPROVED IN WRITING BY THE HOMEOWNERS ASSOCIATION. No part of any dwelling shall be located within 12 feet of the side or within 20 feet of the rear property line of any lot.

7. ROOF PITCH of the front of any dwelling erected in the SUBDIVISION shall be at least 10/12 unless APPROVED IN WRITING BY THE HOMEOWNERS ASSOCIATION. ARCHITECTURAL SHINGLES or a material APPROVED IN WRITING BY THE HOMEOWNERS ASSOCIATION shall be used on dwellings in the subdivision.

8. Every single-family dwelling erected in the Subdivision shall have a GARAGE WHICH IS FULLY ENCLOSED and of sufficient size for at least TWO (2) CARS.

TWO CAR garage(s) must open to the front of the house facing the street, unless otherwise APPROVED IN WRITING BY THE HOMEOWNERS ASSOCIATION.

On cul-de-sacs, stub street lots, etc., the garage/driveway must be located on the far side of the lot when approaching said lot unless APPROVED IN WRITING BY ARCHITECTURAL COMMITTEE.

9. No single-family dwelling unit erected on any lot in the Subdivision shall exceed TWO and ONE-HALF stories in height (exclusive of basement).

10. ALL DRIVEWAYS shall be poured with washed or stamped/stained concrete or paver bricks. The use of gravel or asphalt is specifically prohibited, except as a base to the concrete drive.

11. ALL EXTERIOR WINDOWS of any dwelling erected in the SUBDIVISION shall be of WOOD, ALUMINUM or VINYL construction or of material APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

12. "OWNER" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluding those having an interest in the affected lot merely as security for the performance of an obligation.

13. All lots in the Subdivision shall be used for PRIVATE, RESIDENTIAL PURPOSES ONLY; provided, however, the HOMEOWNERS ASSOCIATION shall have the right to continue to use all unsold lots in the Subdivision for agricultural purposes.

14. No lot in the Subdivision shall be subdivided, final plat corrections withstanding. However, a vacant lot may be used to access adjacent land for future development if specifically APPROVED IN WRITING BY THE HOMEOWNERS ASSOCIATION.

15. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and sub-contractors and other workmen furnishing services or material to the premises to keep the lot under construction, the street and adjacent lots reasonably free of trash, silt and other construction debris. If the HOMEOWNERS ASSOCIATION is FINED or forced to clean up the street or adjacent lots, the owner/contractor responsible SHALL reimburse the HOMEOWNERS ASSOCIATION for all related costs.

16. CONSTRUCTION of any SINGLE FAMILY DWELLING erected on any lot in the Subdivision SHALL BE COMPLETE within EIGHT (8) MONTHS of the beginning of construction of said dwelling. The home must be appropriately landscaped with shrubs and sod upon completion.

17. In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the HOMEOWNERS ASSOCIATION or other such consents as required by law, or any lot/home owner VIOLATES any of these recorded restrictions, said Owner shall be liable to the HOMEOWNERS ASSOCIATION for a liquidated damages PENALTY in the amount of \$2,500.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.

18. Wright's Mill Homeowners Association exists for maintenance and general upkeep of the entrance (landscaping, fence, mowing, utilities, maintenance, etc.) insurance and any common area maintenance. The HOMEOWNERS ASSOCIATION's lots will be exempt from Homeowners Association dues.

Each lot owner in the subdivision shall be responsible for their lot(s) pro-rata share of the dues, fees and charges necessary to maintain the Association, and areas mentioned above. Each lot owner shall be entitled to one vote per lot and shall automatically be a member of the Homeowners Association and subject to its bylaws, whether or not the lot owner voted for the establishment of the Association. Each lot shall be subject to dues and if the lot Owner does not promptly pay dues that are assessed by the Homeowners Association, the lot Owner shall be responsible for all costs of

enforcement, including but not limited to reasonable attorney's fees. The Homeowners Association shall be governed by majority rule, with one vote per lot.

19. Each lot owner will be responsible for maintaining his lot and home in a reasonably neat condition and shall do nothing on a lot that renders it UNATTRACTIVE, UNSIGHTLY, or a NUISANCE to the Subdivision or other homeowners. If the HOMEOWNERS ASSOCIATION feels existing and/or future home sales could be affected by such conditions, offending lot owner(s) will be notified by the HOMEOWNERS ASSOCIATION of any violation and/or fines, and given 30 days written notice to correct said nuisance, thereby avoiding said monetary penalty.

20. ALL FENCING will be of similar DESIGN, MATERIAL & CONSTRUCTION to the Wright's Mill entrance fence with the decorative "X" side showing where exposed to the street or of a "tan" vinyl stockade type, unless specifically APPROVED IN WRITING BY the HOMEOWNERS ASSOCIATION.

All fences, where running along the side or rear property lines of adjacent lots, must be within six (6) inches of said property line.

No fence will be allowed beyond the front setback line of any lot (or beyond the front of the house). No fence on any corner lot shall extend past the minimum side setback requirement of either street (or beyond the house).

All CHAIN LINK FENCES or WOODEN FENCES with posts and/or rails exposed to the street or adjacent lots are expressly PROHIBITED.

21. Each property owner shall at his/her SOLE EXPENSE, OBTAIN AND ERECT an ORNAMENTAL "WRIGHT'S MILL" IRON MAIL BOX in accordance with the type, model and specifications approved by the HOMEOWNERS ASSOCIATION and no mail box or receptacle of any other type will be allowed. (Currently, Jackson Welding and Ornamental Iron furnishes all required mailboxes).

22. 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 HOMEOWNERS ASSOCIATION.

23. The total ground area occupied by a dwelling and accessory building(s) on any lot shall not exceed 30% of the total area of the lot.

24. PLAYGROUND EQUIPMENT, ETC. is not to be visible from the street. All playground equipment over eight feet in height will be maintained within a stockade type fence and must be specifically approved for location IN WRITING BY the HOMEOWNERS ASSOCIATION.

25. ANY TELEVISION SATELLITE RECEIVER above 18 inches in diameter, shall be located in the rear yard of the lot within a stockade fence. Direct TV type dishes (18" or less diameter) may NOT be mounted on the FRONT or SIDES of the house where they are visible from the street.

26. NO SECURITY LIGHTS of size or design similar to streetlights shall be erected on any lot in the Subdivision, nor shall any security lights shine directly at an adjacent lot/house.

27. ALL SWIMMING POOLS must be approved for:

- a) Location (they are not allowed in drainage or utility easements)
- b) Where the removed dirt will be hauled or placed. (We will provide a place if possible).
- c) The drainage away from the pool deck (and how it affects neighbors)
- d) The elevation of said pool & deck as to how it will affect neighboring yards.

NO ABOVE GROUND POOLS, whether temporary or permanent, shall be placed on any lot in the Subdivision.

NO SALTWATER POOLS will be allowed to backwash into adjacent property owner(s) or ANY downstream property owners without written consent.

28. NO TRASH CONTAINERS WILL BE PERMITTED unless they are screened by FENCING or SHRUBBERY from public view. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.

29. NO TRAILERS, BOATS, MOTORCYCLES, CAMPERS, or related types of vehicles or instrumentalities, SHALL BE PERMITTED on ANY LOT IN THE SUBDIVISION, unless STORED AT ALL TIMES within a STOCKADE FENCE, or an ENCLOSED GARAGE or other permanent accessory building otherwise permitted under these restrictions.

30. NO COMMERCIAL VEHICLES LARGER THAN A PICKUP TRUCK SHALL BE ALLOWED ON, OR IN FRONT OF, ANY LOT IN THE SUBDIVISION unless same is maintained within an ENCLOSED GARAGE. Nothing herein contained is intended to prohibit commercial vehicle access to any lot within the subdivision for purposes of rendering commercial services for the benefit of such lot owner. No inoperable, for sale, or damaged vehicle(s) shall be parked or maintained on, or in front of any lot, unless said vehicle is within an enclosed garage area.

31. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY shall be carried on upon any lot nor shall anything be done which may be or become an ANNOYANCE or NUISANCE to the SUBDIVISION or other lot owners.

32. NO FOWL, LIVESTOCK, OR OTHER ANIMALS, except such customarily domesticated animals as dogs and cats, shall be kept stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state laws.

33. All electrical service lines, telephone lines and cable TV lines shall be located underground. The owners of the lot over which telephone lines, etc., are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the street to the dwelling located on the lot. To the extent that the HOMEOWNERS ASSOCIATION shall furnish or otherwise construct utilities, or future utility services, easements for same shall not be unreasonably withheld by any lot owner.

34. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well and meet all governing authorities' regulations pertaining to same.

35. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision or the HOMEOWNERS ASSOCIATION to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages

therefrom, or both. In the event the HOMEOWNERS ASSOCIATION or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such HOMEOWNERS ASSOCIATION or lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

36. These restrictive covenants may be amended at any time with a vote of 80% of the lot owners.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in WRIGHT'S MILL SUBDIVISION, 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 or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee.