Prepared by:
Denney, Hackett, Chernau
218 Third Ave. N.
Nashville, Tn. 37201

RESTRICTIVE COVENANTS

LONGWOOD SUBDIVISION

BOOK 5344 PAGE 353

WHEREAS, Creason Clayton Construction Company, Inc., hereinafter referred to as "Developer", is the owner and developer of Longwood Subdivision, a plan of which is of record in Book 5200, page 86, Register's Office for Davidson County, Tennessee;

WHEREAS, Developer desires to restrict all residential lots for the protection of the character of the neighborhood, such restrictions to be covenants running with the land and to be binding upon and for the benefit of the purchasers of said lots;

WHEREAS, Developer, for the protection of the entire properties and all lot owners therein, desires to make due provision for the maintenance and preservation of the areas to be used in common by all lot owners, they being the streets or roadways, medians or dividers within the roadways, the "common open space" together with any perimeter walls or screening;

NOW THEREFORE, in consideration of the premises and in part consideration for the sales of lots within the subdivision, Developer does hereby impose upon the entire properties the following restrictions:

1. Each lot designated as such on the recorded plan shall be used for residential purposes, and no more than one residence may be located on a lot.

2. No buildings shall be constructed upon any portion of the areas designated for common use, their use and enjoyment being reserved to all residents in common with each other. No part of the common areas may be subdivided or sold to any third party, and Developer shall retain ownership and control of said common areas until seventy-five (75%) of the lots in the subdivision have been sold, at which time Developer agrees to contribute and convey said common areas to a non-profit corporation to be organized by Developer under the name Longwood Cooperative Corporation, in which all lot owners shall be members with the duty of managing and maintaining said common areas, with each lot to be represented by one vote. Each lot owner by purchasing a lot within the subdivision agrees to pay a pro rata share based on the number of lots shown on the recorded plan of the cost of maintenance of said common areas to said corporation which shall have the responsibility of carrying out the maintenance as required and of making assessments to each of the owners.

3. Prior to the transfer of the common areas to said corporation, Developer shall be responsible for the maintenance of said common areas, but each lot owner shall be responsible for reimbursing Developer on the pro rata basis as described in Section 3 hereinabove for such maintenance costs and at such time as notified by Developers.

4. The design of all residences within the property shall be of that period known as "Colonial American", as typified by town houses located in the New England Colonies, Georgetown and Charleston, South Carolina, Savannah, Georgia, and New Orleans, Louisiana. All houses erected upon lots shall be for single family occupancy, and Developer reserves the right to approve all plans and specifications of the initial residences to be built upon each lot. Thereafter, the plans and specifications for any renovation, additions or alterations to any house must be approved by Developer if it owns any lot in the subdivision, and if not, said approval shall be obtained from Longwood Cooperative Corporation.

5. All residences shall be constructed within the minimum setback lines as shown on the recorded plan.

6. Developer, at its cost, shall construct a fence or wall along the entrances to the subdivision on Abbott Martin Road, with masonry and wrought iron, and which will be uniform and consistent with the architectural theme of the subdivision.

7. In the design of houses to be constructed on each lot, the following specific requirements shall be observed:

(a) All architectural design shall be compatible with the style and general feeling of houses of the period to be represented by the development.

(b) Each house shall contain not less than fifteen hundred (1500) square feet of living area, excluding basement, garage or carport.

(c) No exposed concrete block will be permitted above ground level in the construction of any buildings or walls; unless the house is weatherboard or a wood material, and in this case, the block must be stucco on the outer surface.

(d) Each house shall be served by central heating and air conditioning, and all conventional services for utilities shall be utilized.

(e) Only one and two story houses shall be constructed excluding basements, and ceiling heights shall be nine (9) feet on the first floor and eight (8) feet on the second floor. This excludes the existing house on Lot 31.

(f) The design of garages and carports must harmonize with that of the residence that they serve.

(g) No trees of 3 inches in diameter or greater may be cut down or trimmed in the course of construction of any house without the approval of Developer, and thereafter, without the approval of Developer or Longwood Cooperative Corporation if it is in existence.

(h) A minimum of two off-street parking spaces shall be provided in the construction of each house.

(i) No utility meters or trash receptacles shall be placed in the front of any residence unless obscured from view from the street.

(j) Garages or carports shall be constructed and used for the parking of automobiles and separate facilities shall be provided in the planning of each residence for the storing of tools, garden supplies and other like items. This storage area may be in the garage or carport areas.

8. It shall not be permissible for any lot owner to erect any temporary building on any lot, except during construction, and no outbuilding of any kind shall be used for occupancy.

9. No livestock, poultry, fowl, swine or any nuisance shall be permitted or kept upon the property. Further, no boats may be stored on the property, either in garages, parking spaces, or elsewhere, and no motorcycles, motor bikes or large trucks shall be permitted. No lot owner may keep more than two automobiles regularly upon his property unless additional off-street parking spaces are provided by such owner. No clothes lines or radio and television antennas shall be permitted in any yards. No pets shall be permitted in the common areas unless accompanied by their owners, the owner being responsible for their actions and behavior.

10. In the event any lot owner desires to offer his lot for sale, he may employ such agent or agents for this purpose as he desires, provided that such agent or agents shall coordinate their sales program through Developer or its successor. All advertising, including newspaper advertising shall be subject to the approval of Developer, and any signs approved by Developer may be placed upon any property. Should Developer not be in existence or should it fail to act pursuant to the terms of this provision, then Longwood Cooperative Corporation shall be substituted for Developer and the lot owner desiring to make the sale must seek said corporation's approval as contained herein.

11. Ingress and egress to and from all lots shall be provided from Abbott Martin Road for both vehicular and pedestrian traffic and areas designated for such ingress and egress shall be maintained for the orderly flow of all such traffic.

12. In the event of any violation or threatened violation of any of these restrictive covenants, the right is reserved to any lot owner and to Longwood Cooperative Corporation to enjoin the same or to recover damages therefor, or both.

13. No lot purchased from Developer may be transferred or conveyed to a subsequent purchaser without first offering same to Developer unless Longwood Cooperative Corporation is in existence, and then to it, upon the same terms and conditions of such bona fide offer to purchase that said seller may have received in writing, and thereafter, either the Developer or Longwood Cooperative Corporation, as the case may be, shall have thirty (30) days after receipt of such offer within which to purchase said property at the same price and on the same terms. Should the option fail to be exercised then the seller shall then be free to accept said original offer. The provisions herein shall not be applicable to any conveyance by mortgage or deed of trust or to any conveyance at a foreclosure or trustee's sale or to any sale pursuant to a Court proceeding.

14. Any lot owner may lease his dwelling or dwellings at his discretion at any time for any length of time.

15. The owner of any unimproved lot purchased from Developer must commence construction within two (2) years from date of purchase and complete same within fourteen (14) months thereafter. Construction on any unimproved lot purchased from Developer shall be accomplished by Developer and should the purchaser be unable to agree with Developer upon an equitable building arrangement suitable to both parties, then Developer shall have the option to repurchase the lot at the original sales price within thirty (30) days after either party gives written notice that an agreement cannot be reached.

16. These restrictive covenants shall run with the land and shall be in force and effect for a term of fifty (50) years from the date hereof, unless sooner terminated by the unanimous approval of the owners of all lots within the subdivision. These restrictive covenants shall be subject to amendment, in whole or in part, at any time prior to the expiration of the same by the joint action of the owners of not less than seventy-five (75%) percent of the lots within the property. Amendment, however, cannot be made to Section 14 listed above except by unanimous approval of lot owners.

17. If any of the provisions of this instrument shall be declared void or inoperative by any Court of competent jusisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Creason Clayton Construction Company, Inc., has caused this instrument to be executed this 29 day of September, 1978.

by _____, President

CREASON CLAYTON CONSTRUCTION COMPANY, INC.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Janet Davidson, a Notary Public within andfor the State and County aforesaid, personally appeared Creason Clayton with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of the Creason Clayton Construction Company, Inc., and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Creason Clayton, as such President.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 22nd day of September, 1978.

My commission Expires: 11/16/80

Notary Public

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IDENTIF. REFERENCE

SEP 29 3 53 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP29 MISC

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