

WOOD GROVE SECTION A (Oak Grove PD Phase 4)

COVENANTS AND RESTRICTIONS

RESTRICTIVE COVENANTS AND SIMILAR DOCUMENTS ARE PRIVATE IN SCOPE AND ARE NOT SUBJECT TO GOVERNMENTAL APPROVAL OR ENFORCEMENT.

1. These covenants, limitations and restrictions are to run with the land and shall be binding upon all parties or persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants, limitations and restrictions shall be automatically extended for successive ten (10) year periods, unless by vote of the majority of the then-owners of lots in this subdivision, it is agreed to change them in whole or in part.

2. If any owners of lots in this subdivision, or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any other person or persons owning real property in this subdivision and/or Wood Grove Homeowners Association, the property owners Association for this subdivision (the "Association"), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, limitations or restrictions, either to prevent him or them from so doing or to recover damages or other dues for each such violation.

3. All lots shown hereon, except for lots designated as common open space, shall only be used as residential lots and may not be resubdivided into smaller lots.

4. (a) Initial Approval. No structure shall be erected on any lot until the design and plot plan, including but not limited to, exterior materials, paint colors, trim colors, siding colors, painted brick colors, roof colors, shutter materials and shutter colors, have been approved in writing by Hearthstone Investments LLC ("Hearthstone") or its designated representative. Hearthstone or its designated representative will publish a list of architectural guidelines to deal with specific design criteria for improvements to be built in the subdivision, which list may be changed from time to time. These architectural guidelines are to ensure neighborhood preservation and encourage neighborhood aesthetics. Additionally, the architectural guidelines are to ensure the improvements within the development are generally harmonious, aesthetically consistent, conform to good architectural standards and provide for a residential development with common elements and/or features in order that the properties within the development enhance the value of one another. The architectural guidelines shall apply to each Lot and/or Parcel to ensure the best use and consistent development of each.

If approval or disapproval is not received within sixty (60) days of submittal of plans, such approval will not be required and this covenant will be deemed to have been complied with.

(b) Subsequent Approval. Any subsequent changes, after the initially approved plans, (including existing structures or new structures), to the exterior colors and/or materials of any improvement located on each lot, including, but not limited to, paint color, trim color, siding color, painted brick color, roof color, shutter materials and shutter color, must be approved in advance by Hearthstone or its designated representative.

5. The minimum heated floor area for each residence to be constructed on a lot, exclusive of open porches and garages, shall be 2400 square feet. Hearthstone or its designated representative reserves the right to allow as much as a 10% variance in square footage requirements.

6. No structure shall be erected, placed, altered, or permitted to remain on any lot in this subdivision other than one single-family detached dwelling of not more than two (2) stories in height plus roof, with a minimum one private 2-car garage. Accessory structures are allowed to the extent that the Town of Collierville allows same once a house has been built on the lot and the structure has been approved in writing by Hearthstone or its designated representative. No garage or accessory building door openings shall be taller than ten (10) feet. No accessory buildings of any type (storage, shed, shop, etc.) may be constructed or placed on any lot without written approval of Hearthstone or its designated representative. Manufactured units or "kit" buildings will not be approved. All buildings and accessory structures erected upon said property shall be of new construction, no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures, shall be constructed without the approval of Hearthstone or its designated representative. Any structures permitted to be built on site must be of the same materials as the home and, to the extent applicable, the roof, brick, siding, paint color, trim Color, and all other aspects of the accessory building must exactly match those of the home. All equipment, garbage cans, service yards, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view from all subdivision streets. All rubbish, trash or garbage shall be regularly removed from all lots and shall not be allowed to accumulate thereon.

7. The minimum setback from street to building shall meet the requirements as indicated on the recorded final plat.

8. No trailer, tent, shack, barn or other outbuilding erected on a lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary nature or character be used as a residence. All recreational vehicles, including, but not limited to, trucks, boats, campers, and trailers, and all passenger vehicles and vans not used on a daily basis, cannot be parked on the public streets and must be kept in the rear yard or garage and screened from view of all adjoining property owners and must also be in compliance with the Collierville zoning ordinance. Only passenger vehicles (excluding recreational vehicles containing sleeping space) used on a daily basis may be parked on those parts of driveways not in the rear of the property. No vehicle of any type or nature with a "for sale" sign affixed thereon or therein may be parked on the public streets or on those parts of the driveways not in the rear of the property. No vehicle of any nature or type that is not in operating condition or appropriately licensed may be parked on the public streets or on those parts of the driveways not in the rear of the property. These vehicles are subject to being towed at the owner's expense.

9. Accessory buildings, recreational structures including, without limitation, pool houses, swings, jungle gyms, doll houses, dog houses, dog pens, dog runs, and swimming pools must be constructed in accordance with the ordinances of the Town of Collierville and shall be screened from the street by a 6' tall (min.) privacy fence, and must be approved prior to commencement of construction by Hearthstone and/or the Association (or the agents of either). Among other factors, the location, type and size of the requested accessory building, recreational structure, or swimming pool will be taken into account when determining whether same will be approved or disapproved. Each lot owner will be responsible for maintaining all drainage patterns as set out in the approved construction drawings for this subdivision located at the Town of Collierville engineering office. If a recessed swimming pool is built on a lot, then the entire rear yard or the swimming pool must be enclosed by a privacy fence with latching gates which can be locked pursuant to the Collierville Building Code or Ordinance. Above ground swimming pools will not be allowed, permitted or approved.

10. Permanent easements for drainage, sewer and utilities are reserved as shown on this subdivision plat, or as required by note on such plat.

11. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, parking or storage of any large commercial vehicles, equipment or trailers, except while engaged in construction on a lot. No animals, livestock or poultry of any kind shall be permitted on any of said lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash.

12. Except for satellite dishes as provided in 13 below, radio or television transmission or receiving towers or antennas are not acceptable and will not be allowed.

13. Satellite dishes larger than 18 inches in diameter cannot be installed without approval by Duntreath or its designated representative. Only one dish per residence will be allowed. Placement of all dishes must conform to the ordinances of the City of Germantown. The wiring for the satellite dish should penetrate the roof, where possible, however, if there is exterior exposed wiring, the wiring must be hidden/concealed under the soffit, be tightly supported for a straight installation or in a wire conduit or chase and the wire or chase must be painted to match the color of the trim on the home.

14. Fences are to be privacy fences constructed in accordance with the ordinances of the Town of Collierville and with Hearthstone. Hearthstone will provide a wood fence detail upon request. No chain-link or wire fence is allowed. Generally, fences may be no closer to the street than ten (10) feet behind the front building setback line, except for corner lots, which may have fences up to the front building setback line. All fences must be approved by Hearthstone or its designated representative and conform to the ordinances of the Town of Collierville.

15. Hearthstone reserves the right to construct additional walls, landscaping, screenings, or irrigation.

16. Sidewalks shall be installed by the lot owner in accordance with the ordinances and regulations of the Town of Collierville and are to be installed within eighteen (18) months of the date of recording of this plat. Where sidewalks are installed along the lot frontage, it shall be the responsibility of the lot owner to maintain such sidewalks. Should a lot owner not have installed the required sidewalk(s) within eighteen (18) months of the date of recording of this plat, then Hearthstone will collect from the lot owner the cost required to ensure the future construction of the sidewalk. Should the lot owner refuse to do so, then Hearthstone shall have the right to file a lien on the property or sue for ten (10) times the cost of the sidewalk. Upon the lot closing, the owner shall be responsible for the maintenance and repair of the curb and gutter along the frontage of their lot. If the owner fails to maintain or repair the curb and gutter in a timely manner, then Hearthstone or its designated representative shall have the right to file a lien on the property and/or sue for ten (10) times the cost of the curb and gutter.

17. Hearthstone reserves unto itself the right to impose additional and separate restrictions upon a lot or lots at the time of sale of same by Hearthstone, any of its members, or affiliates, which restrictions may not be uniform, and may differ as to lots, and further reserves the right to amend said additional and separate restrictions without the approval of the owners of the lots within the subdivision.

18. Hearthstone will require the owners of all lots to become members of the Association, which shall maintain all walls (unless noted), entrance structures, fencing, landscaping and all improvements and appurtenances located within all landscape easements, common open spaces, lighting and irrigation. Hearthstone will set up the Association. The Association will pay for all of the actual costs of setup of the Association. The by-laws for the Association have been recorded by a separate instrument.

19. Invalidation of any of these covenants, limitations, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

20. Each lot owner shall be responsible for the interior and exterior maintenance of his lot and improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, mailboxes, street lights, private drives, plumbing and electrical repairs. All grass, weeds, vegetation and/or debris on each lot shall be kept mowed and cleared at regular intervals by the owner thereof so as to maintain the same in a neat and attractive manner. All lots shall, at all times, be kept free and clear of dead trees, shrubs, vines, plants and other vegetation. In the event an owner of any lot shall fail to maintain his or her lot and the improvements thereon in a manner reasonably satisfactory to Hearthstone, the Association, and/or in keeping with other lots, Hearthstone or the Association shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the assessment of that lot. Additionally, each owner shall be responsible for the maintenance and repair of the public curb and gutter adjoining or contiguous to the owner's lot which may be damaged during any construction or improvement

activity on said lot. The cost of said maintenance, expenses and attorneys fees shall be a binding obligation of the owner, as well as a lien on the lot in question upon recording of a notice of lien with the register's office of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the owner shall be responsible for all court costs, reasonable attorney's fees and interest from the date of any expenditure at the maximum legal rate of interest.

21. Notwithstanding anything herein contained to the contrary, Hearthstone or its successors or assigns, reserves the right for a period of ten years from the date of the official recording hereof to unilaterally amend the covenants and restrictions contained in this plat and to re-record said plat for any reason. Hearthstone or its successors or assigns, in its sole discretion, deems necessary, including, but not limited to, to meet the requirements of any governmental agency, on the federal, state or local level; for the requirements of any mortgage lender; or for any reason Hearthstone or its successors or assigns, deems advisable for the orderly development of the subdivision, including, without limitation, the reduction of the minimum heated floor area of any single family residence, exclusive of porches and garages, to be constructed on a lot, the deletion or reconfiguration of any one or more lots then owned by Hearthstone or any of its members, its successors or assigns, and the realignment, and/or the relocation of easements for utilities or drainage purposes. No lot owner shall be required to execute or ratify the amendment and re-recording of the plat which Hearthstone or its successors or assigns amends and re-records for any purpose it deems fit. This provision cannot be amended for a period of ten years without the consent of Hearthstone or its successors or assigns.

22. The purchaser of a lot, or in the case of the common open space the Association, shall accept same in its existing condition, no warranties or representations having been made by Hearthstone or its designated representative which are not expressly stated herein. Hearthstone shall convey the lots and the common open space as is, where is, and with all faults. The acquirer of any property shown hereon agrees to indemnify and hold Hearthstone, its successors or assigns harmless against any claim, liability, damage or cost in connection with Hearthstone's development of the property. The owner of property shown hereon shall, in the development of the property and thereafter, provide adequate drainage so as not to adversely affect such property or any property adjacent thereto before, during and after construction. The property shown hereon may be filled land or partially filled land. Hearthstone shall not be responsible for any trees that die. Hearthstone shall not be responsible or liable for any claims of any kind or character related to the fill or soil conditions of said property. Hearthstone makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned lots since said inundation can be expected with rainfall which exceeds the design standards. The provisions of this paragraph shall survive the closing.

23. Upon recording of this plat, this subdivision and the lots contained therein shall automatically become subject to the provisions of the declaration of covenants and restrictions of record under Instrument No. _____ in the Register's Office of Shelby County, Tennessee.

24. All statuary, monuments and similar decorations intended to be placed in a yard or wherever they can be seen from off the property upon which they are located must be approved

in advance by Hearthstone, Woodgrove Homeowners Association or its designated representative.

25. There are utility easements on each lot as shown on the plat relative thereto. Within these easements no construction of any kind shall be placed or permitted to remain which will in any way damage or interfere with the installation or maintenance of utilities.

26. All dog pens and recreational structures such as swings, jungle gyms, doll houses, pool houses, shall be screened from the street by a 6' tall (min.) privacy fence and landscaping, if necessary. Hearthstone will consider basketball goal locations on a case by case basis.

27. All exterior Christmas decorations may be placed on the residence and on the lot no earlier than thirty (30) days before Christmas and must be removed within thirty (30) days after Christmas. Exterior decorations for all other holidays and for Halloween may be placed on the residence and on the lot no earlier than two (2) weeks prior thereto and must be removed within one (1) week thereafter.

28. One "For Sale" sign may be placed in an owner's yard and it must be approved in advance by Hearthstone or its designated representative. The foregoing covenant shall not apply to signs and/or billboards, if any, regarding development of construction by the Developer, its agents and assigns, during the development and sales period of lots and/or homes in the subdivision.

29. No sign advertising the property "for rent" or "for lease", or any other sign, of any nature, may be placed upon an owner's property or in an owner's property so that it is visible from off the property.

30. Any flagpole erected upon an owner's property may not exceed fifteen (15) feet in height and must conform to the ordinances of the Town of Collierville. No other type of pole will be allowed to be erected or placed upon an owner's property. The location of the flagpole must be approved by Hearthstone or its designated representative.

31. Upon the purchase by a lot owner of a lot, such owner shall have twelve (12) months to complete the construction of the residence thereon and obtain a certificate of occupancy from the appropriate governmental body. Upon written request, the developer may grant an extension of time to the owner provided the owner is diligently pursuing the completion of the residence. The developer shall be reasonable in its consideration of an extension of time.

32. All permitted pets shall be kept on leashes at all times when any such pet is not confined by a fence or pen. A lot owner shall promptly remove all pet waste from such lot owner's lot and from any common open space. Violation of either of the foregoing restrictions shall result in a penalty/additional assessment against the lot of such lot owner in the amount of One Hundred and no/100 Dollars (\$100.00) for each occurrence.

33. Professional lawn service companies shall not mow grass or operate any other machinery pursuant to its work on a particular lot on Saturdays prior to 9:00 a.m. Such companies shall not mow grass or operate any such machinery on Sundays.

34. In the event any portion of an existing fence is to be replaced or repaired, the new board(s) must be natural cedar boards, and cannot be stained or painted without prior approval of the Architectural Committee.

35. All structural wood members must be Treated Southern Yellow Pine, and must be Grade C or better. A residential wood fence detail will be available upon request.

36. The only materials which are permitted to border or surround a landscaping bed are stone or brick. No wood products will be acceptable or approved.

37. All exterior lighting on a lot, including, but not limited to, landscape lighting, must receive prior approval of the Architectural Committee. Said lighting on each lot shall be constructed and maintained so as to provide such illumination as is necessary for that lot only. The lighting shall be installed and directed so as to avoid glare and excessive spillage on adjacent properties or streets.

38. No metal building of any type may be placed on any lot.

39. No skateboarding shall be permitted in any common open space.

40. Neither Hearthstone nor the Association shall be required to pursue enforcement of any alleged violation by an owner of a lot of a use restriction set forth herein. Any failure to so pursue by Hearthstone or the Association shall not serve as a waiver by Hearthstone or the Association of such violation, and Hearthstone or the Association shall have the right to enforce any use restriction herein which is violated by an owner of a lot, regardless of any prior election to not pursue enforcement thereof.

41. Except as otherwise specifically provided herein, the powers and duties of Hearthstone hereunder shall cease on and after the commencement of construction on the last lot of this subdivision, or thirty (30) years after the recording of this plat, or when Hearthstone relinquishes its powers and duties to the Association, whichever occurs first, at which time the powers and duties previously vested in Hearthstone shall automatically be vested in the Association and, notwithstanding any provision contained herein regarding the termination of the powers and duties vested in Hearthstone, all powers transferred to the Association shall not terminate so long as the Association is in existence.

42. "WHEREFOR: In order to provide for community safety, to provide protection for children and families and to provide for the stability of home values in this subdivision community, an additional covenant running with the land and enforceable against all present owners of said lots, and their successors in interest, grantees, and assigns both at law and in equity, is that no subdivision lot or dwelling thereon shall be conveyed to, leased to, or occupied by a convicted, registered sex offender listed in any State or Federal sex offender registry."