

# HEATHROW HILLS HOMEOWNERS ASSOCIATION'S RESTRICTIVE COVENANTS

## RESTRICTIVE COVENANTS OF HEATHROW HILLS (with Amendments inserted)

THIS Heathrow Hills Homeowners Association's Restrictive Covenant of Heathrow Hills Homeowners Association (the "Association") and E.L.N. Corporation, a Louisiana corporation qualified to do business in Tennessee (the "Declarant") is made by the lot owners representing more than seventy (70%) percent of the lots in Heathrow Hills subdivision as shown on the Plat of Heathrow Hills of record in Plat Book 10, page 172, in the Register's Office of Williamson County, Tennessee.

### WITNESSETH:

WHEREAS, pursuant to Paragraph 27 of the Restrictive Covenants, the Restrictive Covenants may be amended by a recorded instrument, executed and acknowledged by the owners of at least seventy percent (70%) of the lots shown on the plan of Heathrow Hills of record in Plat Book 10, page 172, said Register's Office, at any time during the initial thirty (30) year term of the Restrictive Covenants: and

WHEREAS, the undersigned owners desire to amend the Restrictive Covenants to enhance and preserve the value of individual homes and lots in Heathrow Hills.

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived by the lot owners of Heathrow Hills, the undersigned lot owners representing more than seventy percent (70%) of all the owners of Heathrow Hills hereby amend the Restrictive Covenants as follows:

1. No lot shall be used except for single-family residential purposes.
2. No building, fence, wall or other structure, including material changes in the landscaping of each Lot, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and approved in writing by the Association, or the successors and assigns of the Association. In the event the Association, or its successors and assigns, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, construction in accordance with such submission will be deemed approved.
3. No duplex or other multi-family dwelling shall be constructed on any lot.
4. All dwellings erected on any lot shall have a minimum interior heated living area, exclusive of garage, of 4,000 square feet.
5. All structures of any kind constructed on any lot shall have full masonry foundations. No exposed block, concrete or plaster foundations shall be on the exterior of any such structure.
6. The exterior walls of all structures to be constructed on any lot shall be composed of not less than fifty percent (50%) masonry ("Masonry" to mean either brick, natural stone, or Drivet). No wood contemporary style houses shall be permitted, except that

modified contemporary houses may be constructed on Lots No. 9, 10, 11, 12, 14, 16, 17, 18, 19, & 20 (which are ridge lots) upon the approval of all construction plans as required in Section 2 above.

7. All garages erected on any lot shall be attached to a residence. No detached garage will be allowed. All dwellings shall contain a garage sufficient to hold at least two (2) automobiles. No garage shall be permitted to open toward any street on the front of any lot. The main entrance doors of all garages shall face either the rear or side line of the respective lots.
8. No noxious or offensive operations shall be conducted or maintained upon any lot and nothing shall be done upon any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.
9. No junk or abandoned vehicle, house trailer or houseboat of any kind shall be placed, or allowed to remain, upon any lot.
10. No poultry, livestock or animals shall be allowed or maintained on any lot at any time, provided, that such shall not preclude the keeping of dogs, cats or other common household pets, as such household pets. In no event shall the keeping of dogs, cats or other animals for commercial purposes be allowed.
11. No trailer, house trailer, basement house, tent, garage, barn or other outbuildings shall be erected or placed upon any lot or used as either a temporary or permanent residence.
12. No structure shall be erected or maintained on any lot between the front of the lot and the minimum building setback line as shown on the recorded plat mentioned above. No structure shall be erected or maintained on any lot near to either side lot line than as specified on the recorded plat. The Association, its successors and assigns, with the approval of the Brentwood Planning Commission, shall have the right to amend or alter any minimum building setback or side line as shown on said plat.
13. Perpetual easements are reserved on each lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewer and telephone, and for drainage purposes. No structures of any kind shall be erected or maintained upon or over said easements.
14. All driveways, culverts or other structures or gradings which are within the limits of any dedicated roadway within said subdivision shall be constructed and placed in strict accordance with specifications therefore, as may be set forth on the recorded plan of the subdivision described above, and with the requirements of applicable governmental authorities, in order that the roads and streets which may be affected by such placement or construction may qualify for acceptance into the road system of the city of Brentwood. All driveways, culverts and any concrete areas shall be composed of aggregate concrete or concrete pavers. Color and design of the pavers must be approved by the Board of Directors of Heathrow Hills Homeowner's Association.
15. On corner lots, no fence shall be constructed or maintained between any building side yard or setback lines, and either street. On all other lots, no fence shall be constructed or maintained between the front of any building, or side yard or setback lines, and the street. However, the planting of hedges, shrubbery or evergreens in

lieu of fencing extending to the front or sides of any lot is permitted if such planting is maintained at a height of less than forty-two (42) inches. Chain link or metal fences are not allowed upon any lot in any area. Any area provided for pets permissible under this instrument must be screened by planting so as not to detract from the aesthetic beauty of the neighborhood.

16. The Association, its successors and assigns, shall have the right to enter upon any lot for the purpose of cutting grass or cleaning up the lot, if such lot is not being mowed or maintained by the owner. The Association, its successors and assigns, shall upon completion of such action may be entitled to charge the expense thereof to the owner or owners of such lot, and upon filing of a notice of lien by the Association with the Register's Office for Williamson County, Tennessee, such charge, together with costs of such filing such notice and all other expenses incurred in connection with the enforcement of such lien, including but not limited to reasonable attorneys fees, shall become a lien upon such lot. During construction, each lot owner must maintain clean and organized construction sites and shall not allow leftover construction material or trash to be deposited or to accumulate upon such lot.
17. No old house, garage or other building from another location shall be moved to any lot in the subdivision.
18. No clothes line shall be allowed on any lot.
19. All mailboxes shall either be the "Parisian", the "Charleston" or the "Old French" style as illustrated on the brochure furnished by Herndon & Merry, Inc. Attached hereto as Exhibit A, which is by this reference incorporated herein.
20. Swimming pools shall be permitted, provided that such does not interfere with sewer connections. Bath houses and recreation rooms may be constructed adjacent to swimming pools.
21. No more than one sign to advertise the property for sale and one sign used by a builder to advertise the property during construction and the sales period shall be allowed to be displayed to the public view on any lot. Each must be a professional sign no larger in size than five (5) square feet in coverage.
22. No campers, buses, recreational homes, trailers, boats or other types of recreational vehicles shall be parked on any lot in a position or manner that would allow any such vehicle to be viewed from the front or the side of any lot.
23. No lot or lots as shown on the recorded plat described above shall be subdivided, resubdivided, altered or changed as to produce less area than established by the said plat, unless otherwise approved by the Brentwood Planning Commission, and, under no condition shall any lot or lots be made to encompass less area than as may be prescribed by applicable governmental authorities.
24. The Association, its successors and assigns, shall have the right to construct all streets, roads and other public ways, as now, or hereafter, may be shown upon the plat of the subdivision as described above at such grades or elevations as it, in its sole discretion, may deem proper. For the purpose of constructing such streets, roads or public ways, the Association shall have an easement not exceeding ten (10) feet in length upon and along each lot adjoining any such streets, roads or any public ways, for the construction of proper bank slopes in accordance with the specifications of

applicable governmental authorities. No owner of any lot shall have any right or action or any claim for damages against anyone on account of the grade or elevation at which any such road, street or public way may hereafter be constructed, or on account of the bank slopes constructed within the limit of said ten(10) foot easement.

25. No trees may be removed from any lot except such trees as are a hindrance to the residence and driveway site on such lot, it being the intention of the Association to establish a naturally oriented development.
26. The right of enforcement of the Restrictive Covenants is vested in the Association. The Association shall have the right at any time to compel compliance with the Restrictive Covenants, or to prevent the violation of any of them, by the institution of an action at law, or a suit in equity, for injunction or other relief. Additionally, all expenses of the Association incurred in connection with any efforts to enforce the Restrictive Covenants, including court costs and attorney's fees, shall be assessed against such defaulting lot owner and shall be deemed part of such lot owner's share of the expenses of the Association. The Association shall have a lien upon such lot owner's lot to secure such sums. Such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the lot.
27. The restrictions contained herein, and this instrument, at any time during the initial thirty (30) year term hereof, may be amended by a recorded instrument executed and acknowledged by the President and Secretary of the Association containing the certification of such officer that such amendment was duly approved by owners of at least seventy (70%) of the lots as shown on the recorded plan. Additional restrictions may be placed upon the lots in the same manner. After the initial thirty (30) year term, the restrictions and this instrument may be amended or deleted, and additional restrictions may be placed thereon, by the execution, acknowledgement and recordation of an instrument executed by the President and Secretary of the Association containing the certification of such officers that such amendment was duly approved by owners of at least fifty-one percent (51%) of the lots shown on the recorded plan.
28. No vehicles of any kind may be parked on any of the roads or streets in Heathrow Hills except in connection with social events registered with the Association.
29. No satellite dishes shall be placed on any lot without the written approval of the Board of Directors of the Association.
30. Heathrow Hills Homeowners Association, Inc. shall be established by the lot owners of Heathrow Hills as follows:
  - a. Formation. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Tennessee.
  - b. Members. Each lot owner in Heathrow Hills shall be a member of the Association.
  - c. Purpose. The purpose of the Association shall be for the enforcement of the Restrictive Covenants of Heathrow Hills, the maintenance and improvement of the entrance way and street signs, to serve as the successor to the Declarant under the Restrictive Covenants upon the sale of all lots of Declarant, to adopt such rules and regulations, and to perform such tasks or services deemed appropriate by the Board of Directors of the Association or

by a resolution of the members of the Association adopted at any annual or special meeting of members to enhance and preserve values and quality of life in Heathrow Hills.

- d. Board of Directors. The Association shall be governed by a Board of Directors elected by the members. The Board of Directors shall have the power and authority to carry out the purposes of the Association including, but not limited to, the power to fix the annual budget and to determine the manner of assessing and collecting from lot owners their shares of such expenses. The Board shall consist of seven (7) Directors with each Director serving as follows: two (2) Directors shall be elected for a term of one (1) year, two (2) Directors shall be elected for a term of two (2) years and three (3) Directors shall be elected for a term of three (3) years.
  - e. By-Laws. The By-Laws of the Association shall be adopted by the Board of Directors and shall be recorded in the Register's Office for Williamson County, Tennessee and a copy furnished to each member.
  - f. Assessments. The expenses of the Association shall be assessed in equal shares against the lots in Heathrow Hills. Each lot owner shall be jointly and severally liable for all assessments levied against their lot. The assessments shall be payable as determined by the Board of Directors. The Association shall have a lien for unpaid assessments on each lot. Such lien shall also secure reasonable attorney's fees and all costs of collection incurred by the Association incident to the collection of such assessment or enforcement of such lien. The lien of the Association shall be subordinate to first mortgage liens on the individual lots. A first mortgage holder who obtains title to a lot by reason of foreclosure or by a deed in lieu of foreclosure shall take the lot free of any claims for unpaid assessments against the lot which accrue prior to the time such mortgage holder comes into possession of the lot.
  - g. Voting. Each lot shall be entitled to one vote.
31. All rights of Declarant, its successors and assigns, under the Restrictive Covenants shall vest in the Association upon the sale by Declarant of all lots owned by Declarant in Heathrow Hills or upon such earlier assignment to the Association of such rights by written instrument executed by Declarant or its successors or assigns and recorded in the Register's Office for Williamson County, Tennessee.

If any provision of this instrument shall be declared void or inoperative by any court or competent jurisdiction, the remaining provisions shall continue in full force and effect, and to this end, this instrument is declared severable.