

**AMENDED
RESTRICTIVE COVENANTS APPLICABLE TO
THE LANDING AT FALLING WATER RIVER SUBDIVISION**

This declaration made this 25th day of April, 2017, by, T & W Putnam Developments, LLC, hereinafter called the "Developer;"

WITNESSETH:

THAT WHEREAS, the developer of The Landing at Falling Water River Subdivision which is protected by Restrictive Covenants (hereinafter called "Restrictions") of record in Book 442, Page 714 in the Register's Office for Putnam County, a plat of which is recorded in Plat Cabinet E, Slide 177A, Register's Office of Putnam County, Tennessee ;

THAT WHEREAS, paragraph 30 of the original Restrictions provide that the owner/developer may modify the Restrictions and the developer owns more than 75% of all lots in the subdivision;

NOW, THEREFORE, the Developer hereby declares that the original Restrictions are declared void and replaced by these Amended Restrictions as follows:

The Developer hereby makes the following declarations as to limitations, 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 the land, as provided by law, and shall be binding on ourselves and all purchasers of lots within said subdivision and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declarations of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as herein specified:

1. **Land use.** No lot shall be used except for single-family residential purposes. Each lot shall contain no more than one residential dwelling. No residence shall be used as a business, except that the Developer may use a partial or completed residence as a model for future sales.
2. **Re-subdivision.** The recorded plat for the subdivision shows the location, dimension and boundaries of each lot. Except for any revisions to the recorded plat, or re-subdivision/redesign by the Developer, no lot may be re-subdivided, nor its' boundaries changed, without the consent of the Developer, or of at least 75% of all votes by lot owners. Each subdivision lot shall have one vote, and must have the prior approval of the appropriate planning commission office or other applicable governing authority. The Developer, in his sole discretion, retains the exclusive right to combine, redesign, or re-subdivide any portion of the development owned by the Developer, to whatever end he sees fit, with no requirement for a 75% vote, but will require the approval of the appropriate planning commission office or other applicable governing authority.
3. **Dwelling Size and Garages.** Each residence shall have not less than 1650 square feet for a one story domicile, 2000 square feet on two or more stories of living space. Ground floor square feet on street level shall not be less than 1600 on any dwelling; and in no case may a basement be considered a residence or occupied as same. Square feet measurements will be measured from the exterior walls and shall not include porches, garages or basements. All residences shall have a 2-car attached garage on the main level or basement level. Detached 2-car garages shall be permitted if constructed of the same materials as the residence. In lieu of an attached garage, a portion of the basement may be utilized as the 2-car garage. Garages shall not face the street unless approved by the developer. Garage doors shall be comparable with the architectural design of the residence. Garage doors are to remain closed except during entering or exiting. Only site built homes and or buildings will be permitted. All buildings must be of a permanent nature, and must include concrete footings and masonry foundation.

4. **Design & Exterior Quality.** All residence plans must be approved in writing by the Developer. Exterior construction material shall be brick, stone, vinyl, wood siding, or hardy board. All building materials shall be at least at or above requisite building codes. All foundations shall be covered with brick or stone. Retaining walls, out buildings and any other structure shall match the exterior materials of the residence in all aspects; to include color, style, and materials. No exposed masonry block will be visible in any case.
5. **Driveways, Parking Areas and Walkways.** All driveway and parking areas shall be covered with concrete, brick, or concrete with exposed aggregate finish within 90 days of the residence first being occupied. All walkways will be concrete or brick, no paver style stones or stepping stones will be permissible.
6. **Building Location.** No building or structure of any kind shall be constructed or maintained on any lot that extends over set-back lines as shown on the recorded plat. Set-back lines, utility easements, and other easements for specific needs are reflected on the registered plat and are not to be violated. The developer expressly reserves the right to amend or alter the set-back lines, with the approval of the appropriate planning commission office or other applicable governing authority.
7. **Diligence in Completing Construction.** Upon the commencement of construction of any building, or structures, construction work shall not be abandoned nor discontinued for more than 30 days. In any event, construction must be completed within 12 months from the commencement of construction. No occupancy of any incomplete residence will be permitted. The Developer is exempt for this restriction as to completion; however the exterior of any residence constructed by the Developer will be completed as outlined.
8. **Maintenance of Construction Site.** Builders shall maintain lots and construction sites in a clean manner during construction. Trash and excess materials shall be cleaned no less than once per week. In no case will any trash, material, or other debris be buried on the lot.
9. **Temporary Structures and Outbuildings.** Only site built homes, site built outbuildings and site built detached garages on permanent masonry foundations and concrete footings are allowed. No dwellings or other structures shall be moved onto any lot. No mobile homes, no house trailers of any kind, and no modular homes of any kind. No structure of any kind, except a dwelling house, may be occupied as a residence.
10. **Commercial Vehicles and Recreational Vehicles.** No commercial vehicles, horse or livestock trailers, off-road vehicles, boats, RV's (i.e. recreational vehicles), motor or mobile homes of any type, large trucks exceeding one ton, nor cargo trailers, shall be permitted to be stored or parked on any lot (other than within the garage) or on any street within the subdivision, except trucks currently engaged in on-going construction of dwellings or infrastructure in the subdivision.
11. **Detached Buildings.** Only one site built detached building and one site built pool house may be erected on any lot. The buildings shall not exceed 18 feet by 24 feet as measured by the exterior walls and may not exceed the height of the residence. The roof pitch for any detached building will be the same as the dwelling house. Any such building must meet the same restrictions as to materials and construction as the dwelling house on the lot. Anything to be built that proposes to exceed the herein stated dimensions, other than the above mentioned restrictions, must be approved by the developer. Any such detached building must match the material and design used in the dwelling house and must be located behind the rear corners of the house.
12. **Swimming pools and Bathhouses.** Any swimming pool or bathhouse must be located to the rear of the house. All pools shall be enclosed by a fence at least 5 feet in height. No above ground pools will be allowed. Bathhouses must be the same exterior material, percentage and quality as the residence. Fencing must be kept neat and maintained in a structurally sound condition. All fences must be constructed of painted aluminum or

metal, wrought iron, plastic, vinyl, or stained wood. All others must be approved by the developer. No chain-link fencing will be permitted.

13. **Vegetable Gardens.** Any vegetable garden shall be located no closer to the fronting street than the rear building line of the dwelling and shall be for personal use only. Garden may not be located closer than 20 feet to any lot line. Any garden must be maintained and not become overgrown. Gardens may not be grown on lots without a residence.
14. **Antennae, Satellite, Dishes, and other Devices.** No television or radio antenna greater than 10 feet in height and no satellite dish greater than 36 inches in diameter shall be allowed. Only one antenna or satellite dish per lot or house to be permitted. No portion of a satellite dish mounted on the roof on any building may extend more than 2 feet above the height of the roof at the place where the satellite dish is connected. Any antennas or satellite dishes will be placed to the rear of the home. Neither central heating nor other heating or cooling device may be located in the front of the dwelling residence.
15. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in a sanitary container. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash receptacles shall be placed in front of any residence except for trash pick up day.
16. **Utility Meter.** Utility meters shall be placed to the side or rear of the house. No utility meter shall be placed to the front of the house. One, 110 volt electrical ground fault protected, outlet will be located at the meter site at each residence.
17. **Underground Utilities, Wiring, Tanks, and Pipes, Etc.** All utility services, wiring, pipes, utilities, and similar lines (ie. gas, water, electric, telephone, cable television, sewer) are to be run underground to the residence. All tanks (i.e. Lp gas, etc.) shall be installed underground. No visible sign of such installations should be left exposed to detract from the aesthetic quality of the residence.
18. **Sight Distances at Intersections.** No fence, wall, hedge, shrub planting or other structure which obstructs sight lines at elevations between 2 and 8 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the streets or in the case of a round property corner from the intersection of the street property lines extended.
19. **Nuisances.** No noxious, offensive or illegal 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. There shall be no exterior storage of any junk or inoperative vehicle, nor any junk, to include equipment, or scrap accumulation. Any vehicle unlicensed for current operation by the laws of the state of Tennessee will be deemed a junk vehicle. All equipment used in the maintenance of the property is to be stored inside a structure. No burning of trash, waste material, or garbage (except as allowed by law during construction of the house). It is permissible to burn leaves, brush, or to have a burn for leisure purposes, however this restrictions does not relieve the owner from acquiring a burn permit. No clotheslines will be permitted.
20. **Signs.** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than 5 square feet advertising the property for sale or rent.
21. **Livestock Poultry and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats, and other household pets may be kept. No pigs, swine, or exotic animals will be permitted. No more than 3 dogs or cats to be allowed with any one residence. Any outside pets shall be kept in a fenced area, except when being walked by the resident and kept on a leash at all times. No pets shall be allowed to cause any nuisance to the neighborhood (i.e. dogs that are aggressive or

barking excessively). Any other pets must be kept indoors unless under the immediate control of the owner. No commercial breeding or kenneling of animals will be permitted.

22. **Covenant with Respect to Maintenance of Lots and Improvements.** Each owner shall keep their lot and any structures thereon in good order and repair including but no limited to seeding, sodding, watering, and mowing of all lawns, the pruning and cutting of trees and shrubbery, and the painting of any structures. The lot shall be maintained in a neat and attractive condition both before and after the construction of any residence. No debris or unsightly objects shall be moved onto or kept on any lot. Lawnmowers and other maintenance equipment shall be stored inside the garage or outbuilding or behind the house.
23. **Roof Pitch and Roof Materials.** Roof pitch on all dwellings, garages, workshops, or any other type of building must be a 7/12 pitch or steeper roof.
24. **Fences.** No fence of any kind, including pool or bathhouse fences, shall be allowed forward of the front building line of the dwelling. No chain link fencing of any kind will be allowed. All fencing must be maintained and constructed of painted aluminum or metal, wrought iron, plastic, vinyl, or stained wood. Any wood fences shall be maintained with a stain appropriate to the structure.
25. **Mailbox.** All mailboxes shall have the same look throughout the subdivision. All lot owners' mailboxes will be purchased from the developer at the developer's cost. All mailboxes will have the same design, look, and color. Lot owners will need to consult with the United States Postal Service before installing their mailbox for specific installation requirements.
26. **Damage, Destruction, and Maintenance.** In the event of damage or destruction to any structure within the subdivision, each lot owner agrees to the following:
- a. In the event of total destruction, the owner of the particular lot shall promptly clear the lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure. Upon commencement of reconstruction, all restrictions herein will apply.
 - b. In the case of partial damage or destruction, the owner shall either, demolish the structure and thereafter comply with the provisions of section #1 above, or the owner shall, as promptly as the insurance adjustment may be made, repair, replace, or restore the structure to its original condition or better and comply with all restrictions herein applicable. In no event shall any damaged structure be left in disrepair in excess of 90 days from the date of the insurance adjustment.
27. **Easements.** All lots shall be subject to perpetual easements for the installation and maintenance of subdivision signs/entrances, utilities and drainage facilities, as may be shown on the recorded plat of the subdivision, or implied by their presence at the time of purchase. Said easements or right of access shall not prevent the use of the area by the owner, provided that no structure of any kind shall be erected or maintained upon said easements except such structure as is necessary for public utilities. A right of access by way of driveway or open lawn area shall also be granted on each lot to the extent that may be reasonably necessary, from the front lot line to the rear lot line, to any utility company having an installation or a need for maintenance in the easement. The owner of any lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit same to become clogged so as to prevent the free flow of water through drainage easement. The Developer explicitly retains the right of use of any and all utility easements as noted here and on the registered plat; for any use as may be necessary for the redesign, re-subdivision of the development or the development of adjacent properties in such manner as deemed necessary by the Developer in that regard.

28. **Enforcement.** Any lot owner may enforce the covenants and restrictions contained herein by legal process. These restrictions shall be deemed covenants running with the land. Violation of any of the aforesaid restrictions shall subject the violating lot owner to specific performance and / or mandatory injunctive relief in law or equity. The alleged violating lot owner shall be liable for damages for the loss of time and trouble encountered, and all attorney's fees, court costs, and expenses reasonably incurred in the enforcing these restrictions, and which will constitute a lien on the lands of such person or persons who violated the restrictions. It is further agreed by any purchaser of a lot so restricted, that by his/her acceptance of the deed thus restricted, that these restrictions are a substantial portion of the consideration, exchanges and conveyance, without which the conveyance would not have been made.
29. **Developers Rights Transfer.** Any and all of the special rights granted to the Developer may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the Register's Office of Putnam County, Tennessee.
30. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect the validity of any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end, the provisions of this declaration are declared severable.
31. **Amendment.** Anything contained herein to the contrary notwithstanding, the Developer reserves the right for the Developer, their successors and/or their assigns, in their sole discretion, to modify, release or amend all covenants and restrictions, including without limitation the right to use a lot owned by the Developer as a street to connect to adjoining property to be developed, and also to re-subdivide a lot or tract as long as the lots meet governmental subdivision regulations, until Developer has sold all lots; and thereafter may be modified and amended by the vote of at least 75% of the lot owners and subject to this declaration. Each lot carries one vote. All modifications must be in writing and filed with the Registers' Office of Putnam County, Tennessee.
32. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.
33. **Convicted Child Molesters/Sexual Offenders.** In the event that a convicted child molester, sexual offender or anyone whose name is listed on a registered sexual offender list, owns a house or a lot within this subdivision, the Developer has the right to buy the house for 80% of the appraised value at any time.
34. **Sodding yards.** All owners of lots are strongly encouraged to sod front yards as part of their completing residence construction. In no case will exposed dirt be permitted. There must be a covering of seed & straw at a minimum
35. **Expiration.** These restrictions shall run with the land for a period of 25 years and shall be binding upon all owners, future owners, their heirs, successors, and assigns. After the end of the initial 25-year period, these restrictions shall automatically renew for an additional 25-year period.

WITNESS MY HAND this 25th day of April, 2017.

T & W Putnam Developments, LLC

By: Van A. Thompson
Van A. Thompson, Chief Manager

STATE OF TENNESSEE)
) SS
COUNTY OF PUTNAM)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Van A. Thompson, who represents he is the chief manager of and has the authority to execute the foregoing instrument on behalf of T & W Putnam Developments LLC., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 25th day of April, 2017.

Connie Drennon
NOTARY PUBLIC



My Commission Expires: 6/26/2018

Harold Burris, Register	
Putnam County	
Rec #: 152500	Instrument #: 201148
Rec'd: 30.00	Recorded
State: 0.00	5/10/2017 at 10:58 AM
Clerk: 0.00	in Record Book
Other: 2.00	993
Total: 32.00	Pgs 537-542