

EXHIBIT A
RESTRICTIVE COVENANTS AND CONDITIONS
FOR
TRESIDER – TWO (2) LOT SUBDIVISION

The foregoing restrictive covenants and conditions apply to the lots shown on the Final Plat, Tresider – Two (2) Lot Subdivision, PT of Map 054, Parcel 014.03, of record in Plat Book 51, page 266, Register’s Office for Rutherford County, Tennessee (each a “Lot” and collectively the “Lots”). These restrictive covenants run with the land and are binding on all present and future owners of the Lots.

As used in these covenants, “Owner” means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including a contract purchaser entitled to possession, but excluding any person or entity holding only a security interest (such as a mortgagee, beneficiary, or trustee under a deed of trust).

1. Minimum Dwelling Size. Any single-family residence constructed on a Lot shall contain a minimum of one thousand eight hundred (1,800) square feet of heated, finished living area, excluding garages, basements, and any bonus area above a garage.

2. Garage Requirement and Orientation. Each residence shall include at least a two-car garage that is attached to the residence or connected by a breezeway to the residence. Garage door(s) shall open toward the rear or side of the Lot. Garage door(s) may not open to the front toward the street

3. Driveway Specifications. Each Lot shall have a concrete driveway a minimum of sixteen (16) feet in width from the road to the side of the residence, continuing to a concrete apron located at the garage entry (side facing or rear facing).

4. Exterior Materials. The exterior of each residence shall be 100% brick on the front and both sides, except for dormer, eaves and trim. The balance of exterior materials may consist of brick, fiber-cement board (e.g., cement board/“Hardie” board), stone, faux-stone, or other equivalent masonry products. Vinyl is prohibited except for eaves, trim, and windows.

5. Accessory/Detached Structures. Any detached structure (including single level shed, and/or workshop) shall be of permanent construction and use exterior materials of brick, fiber-cement board (e.g., cement board/“Hardie” board), stone, faux-stone, or other equivalent masonry products that match the style of the residence. Vinyl is prohibited except for eaves, trim, and windows.

6. Fencing. Fences shall be white vinyl or black metal (such as aluminum) and shall be at least forty-eight (48) inches and no more than seventy-two (72) inches in height. Fences must be maintained in good repair. Owners are responsible for obtaining all required governmental permits/approvals prior to installation and for complying with all easements, setbacks, and sight-distance requirements.

7. Leasing/Occupancy. No Owner shall rent, lease, or license a residence or otherwise permit a non-Owner to occupy a residence on a rental basis.

8. Vehicle Repair/Storage. No vehicles of any type shall be parked in the front or side of a Lot for purposes of repair. Any vehicle repairs must occur inside the garage or on the rear apron at the garage entrance so as not to be visible from the front of the residence. Inoperable vehicles must be kept in a garage or removed from the Lot within five (5) days.

9. Construction Damage. Each Owner is responsible for any damage to sidewalks or curbs caused by construction equipment or material deliveries to that Owner's Lot and shall repair/restore such damage to its prior condition at the Owner's expense.

10. Landscaping. Each front yard shall be sodded. The remainder of any cleared yard area shall be seeded and strawed. All landscaping must be kept in a neat, mowed, and well-maintained condition.

11. Enforcement. These covenants may be enforced by the Grantor of the deed to which this Exhibit is attached, its successors and assigns, and by any owner of a Lot. Remedies include, without limitation, injunctive relief, specific performance, and recovery of damages. In any action to enforce these covenants, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs.

12. Duration; Amendment; Release. These covenants are perpetual and shall run with the land unless amended or released by a written instrument executed and acknowledged by the record owners of all Lots then subject to these covenants and recorded in the Register's Office for Rutherford County, Tennessee.

13. No Waiver. Failure to enforce any covenant shall not be deemed a waiver of the right to enforce the same or any other covenant thereafter.

14. Severability. If any provision of these covenants is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Recording. This Exhibit is intended to be recorded with the deed conveying a Lot within the above-referenced subdivision and shall be incorporated into such deed by reference.

16. Maintenance. Each Owner shall repair, maintain or replace any damaged exteriors on any building back to good and well-maintained condition. Additionally, all landscaping, plants, shrubs, driveways, walks, yards, etc. shall be maintained in a neat, orderly condition and in a good state of repair and maintenance.

17. Amenities. Owners are not permitted to use the amenities of the Westover Subdivision (parking lots, playgrounds, pavilions, etc.).

18. Residential Structures Only. No Lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such Lot shall be designed, constructed or used for more than one family.

19. No Re-subdivision and No Recombination of Lots. No Lot shall be re-subdivided but shall remain as shown on the recorded plat.

20. Noxious or Offensive Conduct. No noxious or offensive operations shall be conducted or maintained on any Lot and nothing shall be constructed, reconstructed or kept on any Lot which may constitute an annoyance or nuisance to the neighborhood.

21. Animals. No animals or livestock of any kind shall be allowed or maintained on any Lot, except for a combined total of three (3) dogs, domestic cats, or other household domestic pets may be kept, provided that they are not kept for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any Lot at any time for any purpose.

22. Temporary Structures. No trailer, basement house, tent, garage, barn, or other outbuilding shall be erected or used as either a temporary or permanent residence.

23. Signage. Any signage placed on the Lot shall be non-illuminated and of not more than four (4) square feet; provided, however, that for-sale signs may be not more than six (6) square feet.

24. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All such containers for the storage of such material shall be kept in a neat, clean and sanitary condition.

25. Prefabricated Homes. Preassembled structures for residential purposes shall not be permitted even though said structure may meet all minimum square footage and other requirements.

26. Mowing. Owner shall be responsible to mow and maintain the lawn area (if any) between the sidewalk and the street on each Owner's respective Lot.

27. Lighting. Exterior lighting shall be limited to the minimum necessary for safety. Colored lenses or bulbs are prohibited, except for temporary holiday lighting.

28. Swimming Pools. In-ground or above-ground swimming pools must be installed in accordance with all applicable City and County codes and located in the rear of the residence, out of view from the sidewalk directly in front of the residence. The pool area must be enclosed by a lockable privacy fence at least six (6) feet (72 inches) in height and kept locked when not in use.

29. Satellite Dishes. No large satellite dishes will be permitted. Mini dishes (24 inches or smaller) will be allowed if not visible from street directly in front of the residence.

30. Recreational Equipment. Recreational equipment is permitted within a fenced in area in the back yard.

31. Lawn Accessories and Flags. Bird baths, frog ponds, decorative banners, flags (other than American flag or Tennessee State flag), lawn sculptures, artificial plants, statues or similar types of accessories are NOT permitted in the front of any Lot (between the front of any residence and the street). Owner shall be permitted to fly the American flag or the Tennessee state flag, but only if it is properly displayed via a flag holder attached to the residence or attached to a proper flag-pole, and the flag is maintained in good repair. Holiday decorations during the holiday seasons shall be permitted.

32. Propane or Gas Tanks. Propane or other gas tanks with a capacity greater than 120 gallons must be installed in ground. All other propane or other gas tanks with a capacity of 120 gallons or less may be above ground provided that they are completely hidden from sight with landscaping or a fence.

33. Solar Panels. Solar panels are permitted when professionally installed on the roof of the residence.

34. Firearms and Other Weapons. Discharge of firearms and other weapons is prohibited; For this purpose, firearms and weapons shall be deemed to include any instrument that may or is designed to propel or discharge bullets, arrows, or other objects by use of explosive force, compressed air, elastic contraction or other means, including without limitation, handguns, rifles, shotguns, pellet guns, BB guns, cross-bows, and long or compound bows.