

Prepared By:

W. Lee Corbett  
2114 Parkway Towers  
Nashville, Tennessee 37219

RESTRICTIVE COVENANTS FOR COMMERCIAL PROPERTY  
OWNED BY RALPH ROGERS & COMPANY, INC.

RALPH ROGERS & COMPANY, INC., (successor in interest to J & L Development Company), herein referred to as "Declarant", the owner of the property described on Exhibits "A" and "B" attached hereto and incorporated herein by reference, hereby declares the following covenants and restrictions to be covenants running with so much of such land as is designated on Exhibit "B" as "Commercial" or "Commercial Property", all of which land so designated shall be referred to herein as the "Commercial Property". The term "Declarant" when used herein shall refer to the successors and assigns of the Declarant, where appropriate under the circumstances.

These covenants shall be binding on all present and subsequent owners of any part of the Commercial Property in any capacity whatsoever, until the first day of January in the year 2000; but such restrictions shall be automatically extended thereafter in intervals of ten (10) years, unless rescinded prior to the beginning of any such ten (10) year period by a vote of fifty-one (51%) percent of the then owners of residential lots within the property described on Exhibit "A" hereto, as well as sixty-six and two-thirds (66 2/3%) percent of the owners of lots within the Commercial Property. In effecting any such rescission, each owner shall have one vote for each residential lot owned by him and each lot owner within the Commercial Property shall have one vote for each commercial lot owned by him, provided that in both instances, where property is co-owned, co-owners shall be entitled to only one vote per lot. The properties to which the restrictions and covenants contained herein are applicable are all of those properties designated on Exhibit "B" as "Commercial" or "Commercial Property" as above set out.

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Exhibit "B" is a scale drawing of the proposed Master Site Plan for the property described in Exhibit "A" and, notwithstanding anything to the contrary contained herein (including any provisions contained herein for amendment of these covenants) the Declarant or its successors or assigns may, without obtaining the consent of any other person or owner, by an instrument in writing signed by the Declarant or its successors and/or assigns and recorded in the same office where these restrictions are recorded, amend these restrictions to substitute for Exhibit "B" the actual site plan or plans as recorded, showing the metes and bounds of such property or properties, so long as such site plan or plans, as recorded, do not substantially alter the location of the lots or other properties reflected on Exhibit "B" hereto.

1. Use. All of the lots in the Commercial Property subject to these restrictions shall be used exclusively for stores, offices, business buildings, commercial enterprises, or restaurants. The exterior facade of all the buildings will be subject to the approval of the Declarant or its duly-appointed architectural review committee, or its or their successors and assigns, as to appearance, construction, and types of materials used. All such buildings must comply with all applicable zoning and building code requirements and must include adequate toilet facilities for owners and occupants and their employees, and no such building may be used or occupied as living quarters. There shall be no more than one building erected or maintained on any lot and no such building may contain more than two stories above ground level, nor more than one story below ground level.

2. Minimum Setback. No building shall be erected on any lot nearer than seventy-five (75') feet from the road right-of-way on which such lot fronts, provided that the area within such seventy-five foot setback line may be used for sidewalks or parking areas.

3. Illegal or Offensive Use. No site or lot shall be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes, or noise.

4. Temporary Structures. There shall not be erected at any time on any site any trailer, mobile home, tent, shack, garage, or barn for any purpose, other than as a temporary office facility for use by a contractor during initial construction on the site. No structure shall be built or moved on to any lot unless it shall conform to and be in harmony with existing structures on the Commercial Property.

5. Architectural Control. To insure a standard of improvements satisfactory to all site owners, no building, fence, or other improvements shall be erected upon or moved on to the property without the approval in writing of the Declarant or its successors in interest, or their duly authorized agent or agents, upon submission of proposed plans, specifications, and plot plan (which shall include the location of all improvements on the site, as well as parking areas, landscaping and trees and shrubbery to be retained) satisfactory to the Declarant. This right of approval may be delegated to a committee appointed by the Declarant. A failure to exercise the right of approval in any one or more instances shall not be a waiver of the right to exercise the right of approval in any other instance. In administering this item, the design and appearance of a dwelling or of a building and its surroundings will be of primary importance. Any fences erected on the property must be approved by the Declarant or its successors in interest, as must any permanent or temporary lighting or lighting fixtures. Gates must be constructed and hung in a good, workman-like manner. No building shall have less than 500 square feet on the main floor. All buildings shall be served by septic tanks and

overflows which comply with local health requirements. No outdoor toilets will be permitted after construction is completed.

In addition to the foregoing, the Declarant or its duly appointed architectural review committee shall take into account and shall generally follow, but not be bound by, the "architectural standards" attached hereto as Exhibit "C" and incorporated herein by reference.

6. Animals. No animals or fowls of any kind shall be kept or housed on the Commercial Property.

7. Signs. Plans and specifications for construction, installation, or alteration of all outdoor signs shall be first submitted to and have the written approval of the Declarant or its architectural review committee or their respective successors or assigns.

8. Easements. Easements and rights-of-way are hereby expressly reserved for the creation, construction, and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, quasi-public, private, as well as for any public, private, or quasi-public utility or function deemed necessary or expedient, in the sole discretion of the Declarant, for the public health and welfare. Such easements and rights-of-way shall be confined to the area within twenty (20') feet of all boundary lines of each commercial site, or within twenty (20') feet of a road or right-of-way, if more practical and convenient, in the Declarant's discretion.

9. Trash Containers. All areas for the storage of garbage cans, incinerators, trash burners and the like, and all other containers for trash shall be so screened as not to be visible from any street or road. Any such screening shall first be approved in writing by the Declarant, its successors or assigns, or a committee to which such right of approval has been delegated.

10. Loading Docks. No loading dock or unloading area shall be constructed facing on any public street or highway.

11. Parking. All owners, their successors or assigns, or other persons holding under them shall provide adequate off street parking for employees and visitors within their property lines. The surface of all such parking areas shall be subject to the approval of the Declarant or its architectural review committee. Owners shall cause all vehicles and equipment during the construction period, to be parked in the site. There shall be no parking of vehicles during the construction period on Clifftops Avenue, and the Declarant shall have the right to have any vehicles so parked towed from Clifftops Avenue at the site owners' expense.

12. Condition of Property. The owner of any site shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all government, health, fire, and lease requirements and regulations; and the owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on such site. During construction, the owner shall cause the property to be kept reasonably clean and free of trash, building debris and materials, all of which shall be removed in a timely fashion, and in any event immediately upon completion of the structure. In the event the owner fails to comply with any or all of the specifications or requirements set out herein, within 15 days after notice to do so is deposited in the U.S. Mail addressed to the owner at his address last known to the Declarant, then the Declarant shall have the right, privilege, and license to enter upon the premises and make any and all corrections or improvements that may be necessary to meet such standards or requirements and to charge the owner all expenses incurred in doing so, which expenses will promptly be reimbursed by the owner to the Declarant. If such expenses are not reimbursed in full within thirty (30) days after such owner is

billed therefor (which bill may be submitted in the same manner as the notice described above), Declarant may institute appropriate action to enforce the collection of such amount, together with interest from the billing date at the highest legal rate permitted by law in Tennessee. If such indebtedness is placed into the hands of an attorney for collection by suit or otherwise, the owner shall pay reasonable attorneys fees and all costs of suit, in addition to the amount of the indebtedness. All sums which become owing by the owner under this Paragraph, or any other provision of these Covenants, shall be secured by a lien on the site owned by such owner, which lien is hereby expressly reserved by the Declarant and granted by such owner, on behalf of himself and his successors in title. Such lien may be enforced in any legal manner, including a sale of the property. The lien herein reserved shall, however, be inferior to any vendor's lien, mortgage, or Deed of Trust of record at the time the 15-day notice provided for herein is mailed. This Paragraph shall not be construed to impose any duty, obligation or responsibility on the Declarant, either to the owner or any other person, the Declarant's rights hereunder being optional and not obligatory.

13. Enforcement. If any present or subsequent owner of any part of the Commercial Property subject to these restrictions, or their successors or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, then the Declarant or any person or persons owning a commercial site within the property may institute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions, to prevent the same by injunction and/or to recover damages for such violation.

14. Severability. If any one or more of the restrictions or covenants herein contained are declared invalid by any order of any court having jurisdiction, such invalidation shall in no

way affect any other restrictions herein contained, all of which shall remain in full force and effect, each being treated as a separate instrument.

15. Covenants to Run With Land. All restrictions, covenants, and conditions herein contained are declared to be covenants running with the land, and shall be binding upon and obligatory upon all persons who now own any part of the Commercial Property or who may hereafter own, possess, or occupy any part of the Commercial Property during the term of these covenants.

16. Amendment. Any of the restrictions imposed in this instrument may at any time or times be amended by a recorded instrument in writing signed and acknowledged by the owner or owners of record of two-thirds (2/3) of the sites within the Commercial Property, as herein defined, and by at least two-thirds (2/3) of the owners of those residential lots subject to restrictions of record in Miscellaneous Book #2, Page 425, of the Register's Office for Marion County, Tennessee, as they may be amended from time to time. Additional restrictions may be placed on the Commercial Property in the same manner.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its proper officers, duly authorized, this 25<sup>th</sup> day of Aug., 1980.

RALPH ROGERS & COMPANY, INC.

BY: [Signature]  
VICE PRESIDENT

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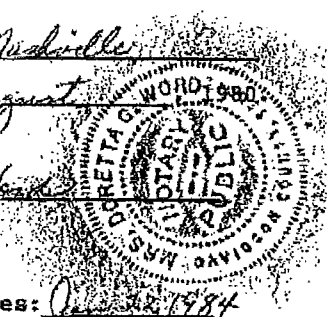
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, Dorothy S. Wood, a Notary Public of the State and County aforesaid, personally appeared Charles E. Winstall, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of the First Rogers & Company, Inc. the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee this the 25th day of August

Dorothy S. Wood  
Notary Public

My Commission Expires: Jan 22, 1984





LAND in Marion County and Franklin County, Tennessee, to-wit:

TRACT NO. 1: BEGINNING at a planted railroad iron on the Northwest side, just off a blacktop road known as the Tick Bush Road out of Midway, a common corner between the lands herein conveyed and lands of Rolling and Brannon; thence South 86 Degrees East 859.74 feet to an iron pin; thence South 85 Degrees 23 Minutes East 595.66 feet to a planted railroad iron, being the corner of property owned by Brannon heirs and O. D. Butner; thence due East 922.9 feet to an iron pin; thence South 78 Degrees 47 Minutes East 126.0 feet to a blazed hickory tree, being the corner of O. D. Butner and Joe Green properties; thence South 88 Degrees 29 Minutes East 551.2 feet to a blazed white oak, being the Southeast corner of Joe Green property; thence North 1 Degree 33 Minutes East 3,050.4 feet to an iron pin and planted steel angle in fence line, being the Northeast corner of Joe Green and Southeast corner of Nunley property; thence North 1 Degree 31 Minutes West 1,401.2 feet to an iron pipe, being the Northeast corner of Nunley property; thence North 77 Degrees 01 Minutes West 171.0 feet to an iron pipe, being the Southeast corner of Allen Milner tract; thence North 0 Degrees 47 Minutes West 1,346.2 feet to an iron pipe, being the Northeast corner of Allen Milner tract and Southeast corner of Sewanee Silica tract; thence North 0 Degrees 34 Minutes West 2,247.86 feet to an iron pipe, being the Northeast corner of Sewanee Silica property in the South boundary line of that 38.56 acre tract conveyed by Nancy Barton Washburn, et al, to Arbec Enterprises, Inc., by deed of record in Deed Book 7-R, Page 275, Register's Office of Marion County, Tennessee; thence with the South boundary of said Barton tract which is also the North boundary of the Sewanee Silica tract North 86 Degrees 56 Minutes West 950.1 feet to a stake located in the Easterly margin of the Brannon property; thence Northwardly 5 Degrees 57 Minutes East along said Easterly margin of Brannon property 1,991.46 feet to a stake located in the Southerly margin of U. S. Highway No. 64; thence North 52 Degrees 13 Minutes East along the Southerly margin of said Highway No. 64 a distance of 691.9 feet to a stake located 4,372.82 feet in a Westerly direction from the Southeast edge of Oak Circle in Monteagle, Tennessee; thence South 5 Degrees 57 Minutes West 1,731.1 feet to a stake; thence running South 49 Degrees 15 Minutes East along a branch 159.1 feet; thence continuing along said branch North 60 Degrees 59 Minutes East 116.5 feet; South 77 Degrees 13 Minutes East 351.25 feet; South 81 Degrees 02 Minutes East 278.5 feet; thence South 88 Degrees 03 Minutes East 82.0 feet to a stake; thence South 5 Degrees 57 Minutes West 500.0 feet to a stake in the North boundary line of that 1,254.2 acre tract conveyed to Arbec Enterprises, Inc. by deed of O. A. Milner, Jr., et ux, of record in Deed Book 7-Q, Page 85, Register's Office of Marion County, Tennessee, and in Deed Book 142, Page 346, Register's Office of Franklin County, Tennessee; thence with the North boundary line of said tract North 82 Degrees 08 Minutes East 1,639.47 feet to a corner post planted in concrete, being the South boundary line of the Monteagle Development Company; thence South 15 Degrees 01 Minutes East 1,364.33 feet to an iron pipe at the edge of the bluff bordering Monteagle Development Company tract and being near Payne's view; thence South 85 Degrees 32 Minutes West 267.7 feet crossing Wild Cat Branch to an iron pin in the top edge of the bluff; thence following the edge of the bluff southwardly along Dripping Springs Cove and bordering the Welch heirs tract in accordance with the following calls: South 51 Degrees 00 Minutes West 400.0 feet to an iron pin at the edge of the bluff; thence South 22 Degrees 43 Minutes East 463.3 feet to an iron pin in the edge of the bluff; thence South 30 Degrees 00 Minutes West 300.0 feet to

an iron pin in the edge of the bluff; thence South 14 Degrees 02 Minutes East 443.1 feet to an iron pin in the edge of the bluff; thence South 19 Degrees 52 Minutes West 153.5 feet to an iron pin in the edge of the bluff; thence South 53 Degrees 00 Minutes West 200.0 feet to an iron pin in the edge of the bluff; thence South 7 Degrees 57 Minutes East 408.1 feet to an iron pin in the edge of the bluff; thence South 15 Degrees 48 Minutes East 280.2 feet to an iron pin in the edge of the bluff; thence South 29 Degrees 45 Minutes East 312.0 feet to an iron pin in the edge of the bluff; thence South 62 Degrees 00 Minutes East 155.0 feet to an iron pin in the edge of the bluff; thence South 18 Degrees 00 Minutes East 243.0 feet to an iron pin in the edge of the bluff; thence South 50 Degrees 45 Minutes East 330.0 feet to an iron pin in the edge of the bluff; thence South 52 Degrees 16 Minutes East 152.0 feet to an iron pin in the edge of the bluff; thence South 38 Degrees 53 Minutes East 227.0 feet to an iron pin in the edge of the bluff; thence South 53 Degrees 06 Minutes East 339.0 feet to an iron pin in the edge of the bluff; thence South 43 Degrees 24 Minutes East 95.0 feet to an iron pin in the edge of the bluff; thence South 19 Degrees 51 Minutes East 326.0 feet to an iron pin in the edge of the bluff; thence South 5 Degrees 35 Minutes West 86.0 feet to an iron pin in the edge of the bluff; thence South 39 Degrees 58 Minutes East 349.1 feet to an iron pin in the edge of the bluff; thence South 16 Degrees 16 Minutes East 102.0 feet to an iron pin in the edge of the bluff; thence South 45 Degrees 38 Minutes East 325.6 feet to an iron pin in the edge of the bluff; thence South 51 Degrees 13 Minutes East 102.0 feet to an iron pin in the edge of the bluff; thence South 53 Degrees 45 Minutes East 114.4 feet to an iron pin in the edge of the bluff; thence South 0 Degrees 07 Minutes West 167.7 feet to an iron pin in the edge of the bluff; thence South 68 Degrees 50 Minutes East 137.0 feet to an iron pin in the edge of the bluff; thence South 35 Degrees 33 Minutes East 132.0 feet to an iron pin in the edge of the bluff; thence South 41 Degrees 17 Minutes East 236.7 feet to an iron pin in the edge of the bluff; thence South 3 Degrees 05 Minutes East 177.3 feet to an iron pin

in the edge of the bluff; thence South 8 Degrees 37 Minutes West 621.4 feet to an iron pin in the edge of the bluff; thence South 37 Degrees 50 Minutes East 250.0 feet to an iron pin in the edge of the bluff; thence South 19 Degrees 04 Minutes East 613.4 feet to an iron pin in the edge of the bluff; thence South 05 Degrees 40 Minutes East 129.0 feet to an iron pin in the edge of the bluff; thence South 31 Degrees 56 Minutes East 124.5 feet to an iron pin in the edge of the bluff; thence South 13 Degrees 32 Minutes East 513.0 feet to an iron pin in the edge of the bluff; thence South 6 Degrees 27 Minutes West 491.6 feet to an iron pin in the edge of the bluff; thence South 62 Degrees 20 Minutes East 172.0 feet to an iron pin in the edge of the bluff; thence South 2 Degrees 50 Minutes East 360.0 feet to an iron pin in the edge of the bluff; thence South 60 Degrees 40 Minutes East 113.0 feet to an iron pin in the edge of the bluff; thence South 24 Degrees 16 Minutes East 325.7 feet to an iron pin in the edge of the bluff; thence South 12 Degrees 41 Minutes East 86.5 feet to an iron pin in the edge of the bluff; thence South 16 Degrees 14 Minutes East 317.6 feet to an iron pin in the edge of the bluff; thence South 71 Degrees 54 Minutes West 161.9 feet to an iron pin in the edge of the bluff; thence South 53 Degrees 19 Minutes West 270.0 feet to an iron pin in the edge of the bluff; thence South 18 Degrees 44 Minutes West 173.4 feet to an iron pin in the edge of the bluff; thence South 57 Degrees 34 Minutes West 207.0 feet to an iron pin in the edge of the bluff; thence South 49 Degrees 41 Minutes West 313.5 feet to an iron pin in the edge of the bluff; thence South 58 Degrees 06 Minutes West 279.5 feet to an iron pin in the edge of the bluff; thence South 38 Degrees 06 Minutes West 260.0 feet to an iron pin in the edge of the bluff; thence South 37 Degrees 54 Minutes West 245.0 feet to an iron pin in the edge of the bluff; thence South 56 Degrees 38 Minutes East 270.0 feet to an iron pin in the edge of the bluff; thence South 79 Degrees 02 Minutes East 388.0 feet to

an iron pin in the edge of the bluff; thence South 38 Degrees 53 Minutes East 171.0 feet to an iron pin in the edge of the bluff; thence South 17 Degrees 57 Minutes East 285.0 feet to an iron pin in the edge of the bluff; thence South 67 Degrees 08 Minutes West 267.0 feet to an iron pin in the edge of the bluff; thence South 58 Degrees 45 Minutes West 350.0 feet to an iron pin in the edge of the bluff; thence South 39 Degrees 06 Minutes West 119.4 feet to an iron pin in the edge of the bluff; thence South 79 Degrees 38 Minutes West 312.3 feet to an iron pin in the edge of the bluff; thence South 86 Degrees 25 Minutes West 337.0 feet to an iron pin in the edge of the bluff; thence North 43 Degrees 29 Minutes West 69.0 feet to an iron pin in the edge of the bluff; thence North 1 Degree 00 Minutes East 362.6 feet to a concrete marker marking the Northeast corner of property belonging to the University of the South; thence with the Northwily boundary of said University of the South property North 89 Degrees 01 Minutes West 4,683.36 feet crossing Otter Branch to a concrete marker, being the Northwest corner of said University of the South tract; thence South 1 Degree 05 Minutes West 934.65 feet to a concrete marker; thence along the Northwest boundary of the Kirby-Smith Point South 40 Degrees 19 Minutes West 1,195.23 feet to a waterfall on Bethel Creek; thence North 89 Degrees 39 Minutes West 145.6 feet to a point; thence North 73 Degrees 56 Minutes West 127.7 feet to a point; thence North 49 Degrees 35 Minutes West 210.0 feet to a point; thence South 83 Degrees 42 Minutes West 159.11 feet to an "X" marked on South abutment of an old bridge over Bethel Creek, the calls between waterfall and said bridge being along the centerline of Bethel Creek; thence with an old road North 33 Degrees 24 Minutes West 279.1 feet to a point; thence North 31 Degrees 34 Minutes West 408.1 feet to a point; thence North 67 Degrees 19 Minutes West 230.5 feet to a point; thence North 50 Degrees 16 Minutes West 236.6 feet to a point; thence North 57 Degrees 34 Minutes West 162.9 feet to a point; thence North 56 Degrees 21 Minutes West 193.9 feet to a point; thence leaving the old road South 89 Degrees 42 Minutes East 1,386.92 feet along the Chaston tract to a corner post, being the Southeast corner of said Chaston tract; thence North 2 Degrees 45 Minutes West 1,246.6 feet to a tree and corner post, being the Northeast corner of said Chaston tract; thence South 88 Degrees 19 Minutes East 160.9 feet along the Caldwell heirs tract to a steel axle and wooden corner post, being the Southeast corner of said Caldwell heirs tract; thence North 1 Degree 00 Minutes East 1,155.6 feet to an angle iron and corner post; thence South 88 Degrees 56 Minutes West 300.4 feet to a corner post; thence North 14 Degrees 12 Minutes West 314.7 feet to an iron pipe and corner post; thence North 12 Degrees 33 Minutes West 1,270.63 feet to a concrete post and wooden corner post; thence North 14 Degrees 26 Minutes West 700.92 feet to the point of beginning, containing 1,292.75 acres, ±.

TRACT NO. 2: BEGIN at a planted railroad iron on the Northwest side and just off a blacktop road known as Tick Bush Road out of Midway, a common corner between Tract No. 1 above described and lands of Rollins and Brannon; thence South 88 Degrees 00 Minutes East 889.74 feet to an iron pin; thence South 85 Degrees 23 Minutes East 595.66 feet to a planted railroad iron, corner between the property herein conveyed and that of the Brannon heirs, and THE POINT OF BEGINNING of the lands herein conveyed; thence with the West boundary of the lands of the Brannon heirs North 4 Degrees 52 Minutes East 693.25 feet to a stake; North 3 Degrees 45 Minutes East 205.6 feet to a stake; North 6 Degrees 59 Minutes East 655.29 feet to a corner fence post; thence with the fence line North 0 Degree 30 Minutes East 499.6 feet to a stake, Southwest corner of the lands of O. D. Butner; thence with Butner's South boundary line South 88 Degrees 24 Minutes East 783.8 feet to a stake in the West boundary line of lands of Charles Eugene Green, et ux; thence with the West boundary of said Green tract South 1 Degree 33 Minutes West, passing the Northwest corner of Tract No. 3 hereinafter described at 595.22 feet, in all 2,104.84 feet to a stake in a North boundary line of Tract No. 1 hereinabove described; thence due West 922.9 feet to the Point of Beginning, containing 40.6 acres, more or less.

TRACT NO. 3: BEGINNING at a stake in a North boundary line of Tract No. 1 hereinabove described and the Southeast corner of Tract No. 2 above; thence with the East boundary of said Tract No. 2 North 1 Degree 33 Minutes East 1,509.62 feet to a stake, Southwest corner of the lands of Charles Eugene Green, et ux; thence with the South boundary of said Green tract South 88 Degrees 24 Minutes East 713.0 feet to a stake in the West boundary of said Tract No. 1 above described; thence with the West boundary of said Tract No. 1 South 1 Degree 33 Minutes West 1,528.5 feet to a blazed white oak, a corner of said Tract No. 1; thence with a North boundary line of said Tract No. 1 North 83 Degrees 29 Minutes West 551.27 feet to a blazed hickory; thence North 78 Degrees 47 Minutes West 126.9 feet to a stake; thence due West 43.2 feet to the Point of Beginning, containing 24.94 acres, more or less.

Tracts No. 1, 2 and 3 above described were conveyed to the partnership of Harry L. Johnson, Thomas A. Wiseman, Jr., and Sam J. Lewis, Jr., by warranty deed from Arboe Enterprises, Inc., dated February 15, 1973, appearing of record in Deed Book 7-T, Page 407-13, Register's Office for Marion County, Tennessee, and in Deed Book 147, Page 460, et seq., Register's Office for Franklin County, Tennessee.

TRACT NO. 4: All that tract or parcel of land lying and being in Marion County, Tennessee, more particularly described as follows:

BEGINNING at a stake on the East edge of the right-of-way of U.S. Highway 64 (the highway between Monteagle and Swannoe), which stake is a corner of the tract described herein and the tract formerly known as the Boswell Tract; thence running with the said Highway right-of-way N 52°3' E 1,186.10 feet to a point of curvature; thence with the said curvature 754.35 feet to the point of tangent in the said right-of-way; thence N 36° 14' E 1,569.17 feet to a stake in the said right-of-way; thence S 53°29' E 997.19 feet; thence N 36°25' E 125 feet to the Southwest corner of the Ladd Tract; thence S 88° E 158.70 feet to the Southeast corner thereof; thence N 3°17' E 798.78 feet to Ladd's Northeast corner, which is in the South line of the Thomas Tract; thence S 53°37' E 779.54 feet to the Southeast corner of the Thomas Tract; thence N 39° E 511.3 feet to a post; thence N 19° 15' W 122.9 feet; thence N 35°14' W 81.1 feet to a point in the East line of the Collins Tract; thence N 44°57' E 68.4 feet; thence N 0°27' W 57.6 feet; thence N 7°39' W 112 feet; thence N 20°16' W 424 feet to the Northeast corner of the Collins Tract; thence N 89°55' E 325.4 feet; thence S 58°31' E 151.36 feet; thence S 6°15' W 594.8 feet; thence W 88°42' W 150 feet; thence S 3°43' W 200 feet; thence S 88°42' E 150 feet; thence S 4°35' W 205.7 feet; thence N 84°45' E 234.8 feet to a post in the West line of the Parker Tract; thence S 3°6' W 639.4 feet to a fence corner post, which is a common corner between the Parker and Lawson Tracts; thence with the West line of the Lawson Tract S 3° W 4,721.37 feet; thence S 87°4' E 498.8 feet; thence S 42°35' E 207.7 feet; thence S 9°3' W 248.5 feet; thence S 59° 13' W 248.5 feet; thence S 49°6' W 185.5 feet; thence S 49°44' W 175.3 feet; thence S 64°17' W 112.1 feet; thence S 46°41' W 176.4 feet; thence S 44°41' W 498.8 feet; thence N 40°51' W 97.3 feet; thence S 65°12' W 80.3 feet; thence S 16°28' W 78.9 feet; thence S 48°15' W 69.8 feet; thence S 77°43' W 160.1 feet; thence N 74°15' W 248.5 feet; thence N 68°40' W 226.9 feet; thence N 67° 50' W 250.51 feet; thence N 65°19' W 242.7 feet; thence N 55° 55' W 217.2 feet; thence N 2°6' W 277.8 feet, to a common corner between what are known as the Boswell and Welch Tracts; thence with the lines of the Boswell Tract N 15°1' W 1,364.3 feet; thence S 82°8' W 1,639.47 feet; thence N 5°57' E 500 feet; thence N 88°3' W 82 feet; thence N 81°2' W 278.5 feet; thence N 77°13' W 351.25 feet; thence S 60°59' W 116.6 feet; thence N 49°15' W 159.10 feet; thence N 5°57' E 1,741.12 feet to the Point of Beginning; containing 530.80 acres, more or less.

Being the same property conveyed to Thomas A. Wiseman, Harry L. Johnson and Sam Lewis by Laddie Harton Neil, et al, by Installment Deed appearing of record in Book 711, Page 212, Register's Office of Marion County, Tennessee,

LESS AND EXCEPT, HOWEVER,

That certain tract or parcel of land in Marion County, State of Tennessee, described as follows:

BEGINNING at a stake on the East edge of the right-of-way of U. S. Highway 64 (the highway between Monteagle and Sewance), which stake is at the Northeast corner of a tract of land conveyed to Thomas A. Wiseman, Harry L. Johnson and Sam Lewis by Installment Deed from Laddie Harton Neil, et al, of record in Book 7W, Page 242, Register's Office for Marion County, Tennessee; thence S 53°19' E 435.61 feet to an iron pin; thence S 36°14' W 300.0 feet to an iron pin; thence N 53°19' W 435.61 feet to an iron pin on the Easterly right-of-way of said Highway 64; thence N 36°14' E along the Easterly margin of said right-of-way 300.0 feet to the Point of Beginning containing 3.0 acres, more or less.

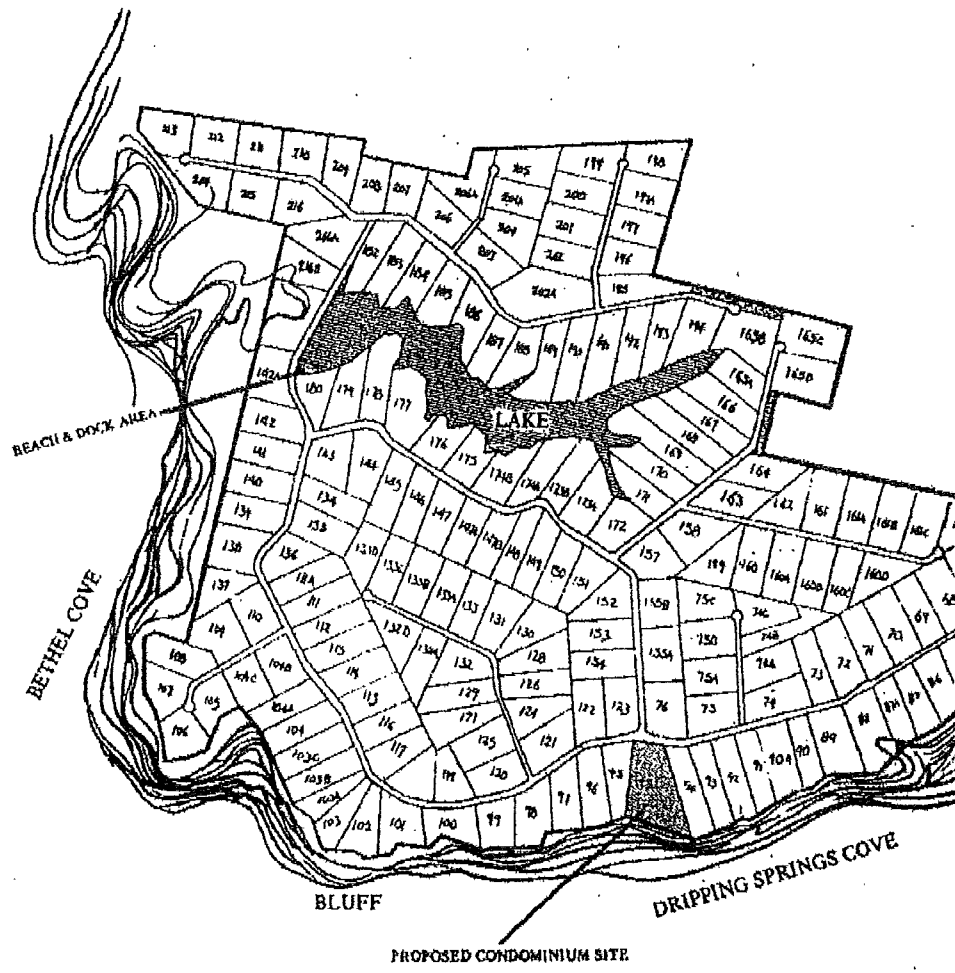
Being property conveyed by Thomas A. Wiseman, Harry L. Johnson and Sam Lewis, to Monteagle Mountain Development Corporation, a Tennessee corporation, Not For Profit, by warranty deed appearing of record in Book \_\_\_\_\_, Page \_\_\_\_\_, Register's Office for Marion County, Tennessee;

ALSO, LESS AND EXCEPT:

That certain tract or parcel of land lying and being in the Fourth Civil District of Marion County, Tennessee, and more particularly described as follows:

Located within the Town of Monteagle and beginning at Boswall's NE corner in the South right-of-way of U.S. Highway No. 41; thence running with said Highway N 52°03' E to a stake; thence S 37°57' E 435 feet to a stake; thence S 52°03' W 717 feet to a point in Boswall's East boundary line; thence with the same N 5°57' E 601 feet to the beginning, containing 5.068 acres, more or less. Being a portion of the property belonging to Sam Lewis & Associates, reference to Deed Book 67, Page 177, and Deed Book 7R, Page 253, recorded in the Register's Office of Marion County, Tennessee.

Being property conveyed by Thomas A. Wiseman, Jr., Sam J. Lewis, Jr. and Harry L. Johnson, to THE STATE OF TENNESSEE, by warranty deed dated August 19, 1974, appearing of record in Deed Book 8-B, Page 423, Register's Office for Marion County, Tennessee.



  
**CLIFFTOPS**  
MONTEAGLE, TENNESSEE

LEGEND



BUFFER/GREEN AREA



LAKE



PRIVATE RESIDENTIAL PROPERTY



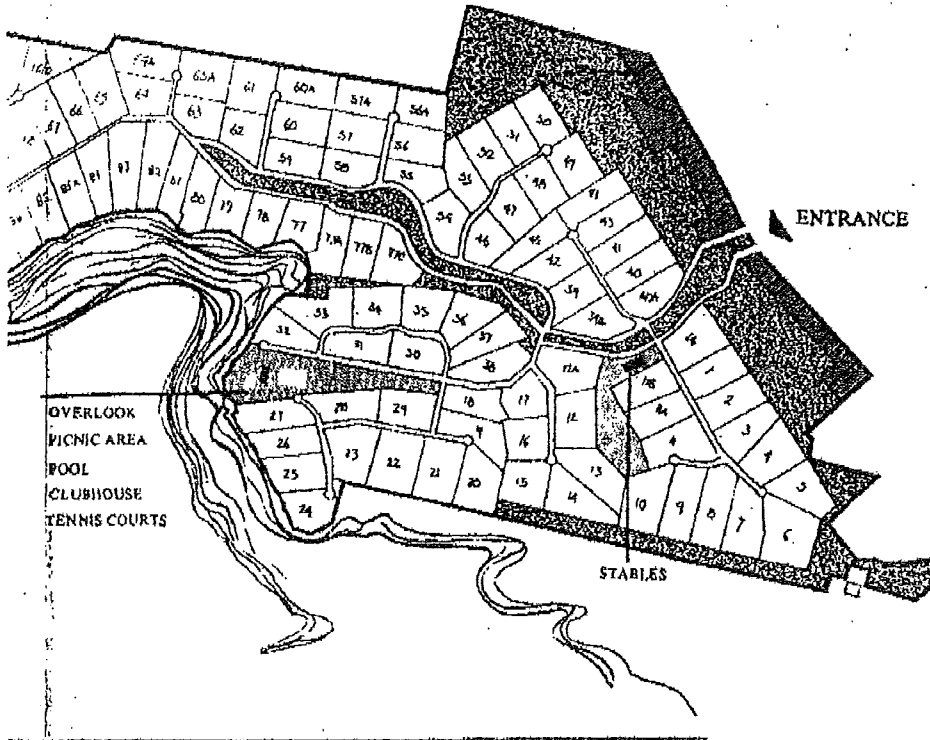
PUBLIC ORIENTED PROPERTY



COMMERCIAL PROPERTY



NORTH



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Architectural  
Control &  
Construction  
Standards



**CLIFFTOPS**

MONTEAGLE MOUNTAIN, MONTEAGLE, TN 37356

DEVELOPED BY  
J & L DEVELOPMENT COMPANY

EXHIBIT C



*CONCEPT: It is intended that this subdivision development will be a residential community of high esteem and quality homes in a delightful recreation-oriented atmosphere.*

#### PLAN APPROVAL

One set of prints of the drawings for the proposed house on each lot must be submitted for approval and will be retained by the Architectural Control Committee. (A.C.C.)

Each plan must be submitted for its respective lot and this plan must take into consideration the particular topographic characteristics of said lot.

Plans for approval are to be delivered by the Builder to the Cliff Tops Sales Office at this subdivision. Plans should be delivered two weeks prior to building loan application.

Construction may not be started before the builder receives letter of approval, one copy of which is to be signed by the builder and returned to the Architectural Control Committee.

Drawings must include the following:

Foundation plan, floor plan, exterior elevations of buildings as they will actually appear after all backfilling and landscaping is done from finished ground up. (The backfilling sketch may be drawn in by builder.)

Actual samples of all materials such as brick, siding, etc. as well as exterior color schemes must be submitted for approval.

Any changes in plan must be reapproved by the Architectural Control Committee.

If the finished building does not comply with the above mentioned drawings, J & L Development Company retains the right to make the changes necessary in order for the building to comply with the approved plans and specifications. These changes will be at the builder's expense.

All houses and driveways must be staked out and such siting approved before tree cutting or grading is done.

#### CONSTRUCTION

After the house plan has been approved and the house and driveway are staked out on the lot, such locations are then again to be inspected and approved by the Architectural Control Committee before trees may be cut and lot graded.

During construction all vehicles involved, including those delivering supplies, must enter the building plot on the driveway only as approved by the developer and must be parked on the building plot where the construction is underway so as not to unnecessarily damage trees, paving, curb and gutter and other improvements.

All building debris, stumps, trees, etc. must be removed from each lot by builder. This should be done as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of subdivision unless approved.

During construction, and until house is closed builder must keep homes and garages clean and yards cut. Minimum size of dwelling is 1000'.

#### WINDOWS AND DOORS

There should be no silver finish aluminum doors (including glass sliding doors) or windows of any kind; however, a factory painted or anodized finish aluminum may be used, the color of which must be submitted for approval.

#### EXTERIOR COLOR SCHEDULE

On speculation as well as contract houses, all exterior colors shall be designed by the A.C.C.

Should a builder or client wish to make changes in these scheduled color schemes or design his own colors, this may be done only by consulting and working with the A.C.C. in order to achieve a well coordinated color scheme throughout the entire development.

#### ROOFS

Roofs shall be black, charcoal black or cedar. On some specific type houses and in certain areas there shall be dark brown roofs as will be determined by the Architectural Control Committee. There shall be no other roof colors except the ones stated above.

#### BRICK

There will be no red, orange or white looking brick, no holiday hill brick, no weeping mortar joints. Brick shall be in brown tones. Old used brick is acceptable. Brick samples must be submitted for approval before construction begins. No black mortar.

#### STONE

Stone shall be Tennessee Field or mountain stone with natural color mortar joints. No black mortar.

#### DRIVES AND WALKWAYS

The committee feels that when possible brick or stone curved walkways would enhance the beauty of the landscaping. Curved driveways are preferred to straight drives. Driveway surface must either be paved or the surface approved. Black top is preferred and suggested.

## LANDSCAPING

Plans for landscaping must be submitted to the Architectural Control Committee for approval. Final landscaping must also be approved by the Architectural Control Committee.

## MAIL BOXES

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design, and type of material for said boxes or receptacles shall have been approved by the developer.

## ANTENNAS

All outside radio or TV antennas should be installed in such a way as to not be offensive from the main road. They should be placed on the back side of the roof, or the back side of chimney, or in a tree in the back yard.

## ROOF VENTS

All vents and flashings protruding from roofs shall be painted the same color as roof.

## AIR CONDITIONERS

No window air conditioning units may face any accessway without prior approval of the developer. Outside air conditioning units must be screened with shrubbery tall and full enough to hide such unit or with a wood fence which will be designed by the Architectural Control Committee.

## GARBAGE CONTAINERS

Garbage containers must be sunken underground or enclosed with a fence and gate as designed by the A.C.C.

## FENCING

Any fencing must be approved by the Architectural Control Committee.

## SIGNS

There shall be no signs nailed to trees. The builders signs shall be fastened to a 4x4 dark brown stained post. There shall be only professionally lettered builders signs and realty signs. There shall be no sub-contractor signs.

## PLAY EQUIPMENT

All playground equipment should be placed in the rear of property. Placing of basketball goals to the front of the house is a violation of the covenant stating that any change in exterior elevation must be reapproved by the Architectural Control Committee. It is suggested that the houseowner, in respect to the overall appearance of the subdivision, refrain from such placement, and in any case paint the backboard and post the color of the house. Any change in exterior elevation must be reapproved by the Architectural Control Committee.

## TRAILERS; CLOTHES LINES

Mobile homes, campers, etc. may not be parked permanently and are subject to Architectural Control Committee approval. No outside clothes line shall be permitted that is visible from the street.

## REDECORATING

All proposed exterior redecorating must be submitted for approval by the committee.

## ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee reserves the right to change, alter and add to the above regulations from time to time at its discretion.

Appointments with the Architectural Control Committee may be made through The Clifftops Sales Office of TENNESSEE, MARION COUNTY

I, Johnny Matthews, Register of said County do hereby certify that the foregoing instrument and certificate were noted in Note Book 10 Page 44. Article No. 27, 1980, and recorded in Deed Book # 7 Page 257 State Tax Paid \$ --- Fee Recording Fee \$ 54.00 Total \$ 54.00 Receipt No. 39423

E.T.O.K.  
**CLIFFTOPS**

MONTEAGLE MOUNTAIN, MONTEAGLE, TN 37336