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§ This instrument prepared by:
John H. Henderson, Jr., Attorney
108 Fourth Avenue South
P. O. Box 68
Franklin, Tennessee 37065-0068

RESTRICTIVE COVENANTS
QUEST RIDGE

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CALVIN LEHEW is the owner of all of the property shown on the plan of QUEST RIDGE, of record in Plat Book 13, page 10, Register's Office of Williamson County, Tennessee, and desires to place the following restrictive covenants on the lots shown on said plan.

THEREFORE, in consideration of the premises, the undersigned, CALVIN LEHEW, does hereby impose the following restrictions on all of the lots as shown on the plan of QUEST RIDGE which shall be covenants running with the land and binding upon the owner, his heirs and assigns, for a period of twenty-five (25) years from the date hereof:

(1) All lots in the subdivision shall be used for residential purposes only.

(2) No building shall be located nearer to the property lines and street or road rights of way than the building setback lines shown on the recorded plan, except with the approval of Calvin Lelew. To determine compliance with this provision, measurement shall be taken in the manner then required by the applicable zoning laws and requirements of the governing body having jurisdiction.

(3) No building shall be located that is larger than that shown on the recorded plan.

(4) No trailer or other mobile home shall be used as a residence, temporarily or permanently.

(5) No swine shall be maintained upon any lot in said subdivision. Fowl, horses, cattle or other livestock may be maintained upon any lot in said subdivision provided same is not offensive to neighbors.

(7) No obnoxious trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to neighborhood.

(8) There shall be not more than one sign permitted on each lot, that not to exceed 18" x 24", except Calvin Lelew reserves the right to erect sign or signs in promotion of said subdivision, at his discretion.

(9) Calvin Lehew hereby reserves the right to cut grass and weeds on any unimproved lot.

(10) In conjunction with every residential building, there shall be installed an individual sewage disposal system meeting the requirements of the recorded plan as well as the requirements of the governing body having jurisdiction, until or unless a system of sanitary sewers is provided for sewage disposal.

(11) It shall be obligatory upon all owners of lots in said subdivision to consult with the authorities of the governing body having jurisdiction, before any driveways, culverts or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that the roads or streets within said subdivision which shall be affected by such placement or construction may not be disqualified for acceptance in the road systems of the governing body having jurisdiction. All headwalls and culverts must comply with the regulations of the governing body having jurisdiction.

(12) To insure a standard of improvements satisfactory to purchasers of adjacent property, no building or other improvements shall be erected upon any lot in said subdivision without the approval in writing of Calvin Lehew or such agent or agents as may be authorized by him, upon submission of the proposed plans and specifications and the locations thereof. A failure to exercise the right of approval in any one or more instances shall not be a waiver of the right to exercise such right of approval in other instances.

(13) Any fence erected in said subdivision, on any lot or otherwise, must be first approved in writing by Calvin Lehew.

(14) Rustic, log and vacation-type homes are permitted. There is no minimum square footage requirement.

(15) Buildings on Lots No. 1, 2, 3, 4, 5, 6 and 7 are required to set back into the trees and, if possible, not to be visible from Quest Ridge Drive.

(16) No lot shall be subdivided without the approval of Calvin Lehew, but it shall not be necessary to secure the approval of the owners of any other lot in said subdivision.

(17) A homeowners association, designated the Quest Ridge Homeowners Association, comprised of the owners of lots fronting on Quest Ridge Drive, namely, Lots No. 3, 4, 5, 6, 7, 8 and 9, will be formed for the purpose of maintaining Quest Ridge Drive, a private road. Each lot carries one (1) vote. The owners of Lots 1, 2, 10 and 11, if they do not use Quest Ridge Drive, will not be required to be a part of the homeowners association. Dues will be set by the homeowners association. Original plans call for Quest Ridge Drive to be a private road maintained by the owners, but Calvin Lehew reserves the right to pave it and turn it over to Williamson County, Tennessee for upkeep in the future. Even though Calvin Lehew will own most, if not all, of the lots in the subdivision at the inception date of the homeowners association, he has elected that he not have more than fifty percent (50%) of the vote of the homeowners association. Calvin Lehew is required by Williamson County, Tennessee to construct Quest Ridge Drive to county specifications and meet all requirements and post a bond to


insure completion of said road, as per resolution adopted by the Planning Commission of Williamson County, Tennessee at third and final reading on May 11, 1989.

(18) Lot 7 has an easement from the end of Quest Ridge Drive to adjacent property of said property presently owned by Harold Jenkins. This easement is owned by Calvin Lehew and can only be used as a possible road to the Jenkins property. Usage of said easement must be negotiated by the owner of Lot 7 with both Calvin Lehew and Harold Jenkins or the then owner of the Jenkins property.

(19) All of the restrictions and provisions hereinabove set forth may be amended at any time and from time to time by Calvin Lehew. The restrictive covenants, as amended from time to time, may be enforced by any or all of the owners of the adjacent lot or lots. Any failure to enforce these restrictions because of any violation shall not be deemed a waiver of such right as to any subsequent or other violation, said right being a continuing one.

(20) Invalidation of any one or these covenants by proper court decree, or otherwise, shall in no wise affect any of the other provisions herein contained, it being intended in any such event that all other restrictions set out herein shall remain in full force and effect.

IN TESTIMONY WHEREOF, CALVIN LEHEW has caused this instrument to be executed on this the 9th day of June, 1989.


CALVIN LEHEW

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Calvin Lehew, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office in Franklin, Tennessee this 9th day of June, 1989.


Notary Public

My commission expires: 9-26-92

SADIE WADE
REGISTER OF DEEDS
WILLIAMSON COUNTY, TN.

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BOOK# 199 PG 453
NOTE BK 15 PG 163
TAX _____ TOTAL 12.00
FEE _____ RECEIPT#
REC 12.00 63117

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