

PROTECTIVE COVENANTS OF WOODRUN SUBDIVISION

(Revised 17 February 1991)
(Revised 19 February 1995)
(Revised 24 May 1998)
(Revised 20 February 2010)
(Revised 19 February 2011)
(Revised 13 February 2016)
(Revised 13 April 2019)

I. Said lots shall be used exclusively for residential purposes except those lots that may be designated. Subject to rezoning (if any), as business areas, commercial areas, or camper areas on the recorded plats by Woodrun Property Owners Association Inc.

2. Not more than one single-family dwelling house may be constructed on anyone lot nor more than one building for garage or storage purposes maybe erected. A garage or storage building may be erected prior to building a dwelling, for storage purposes only. The construction of this building must meet the restrictions set forth in the approved building codes issued by the Engineering Committee and approved by the Board of Directors. No structure shall have tarpaper, roll brick siding, or similar material on outside walls. No house trailers, mobile homes, tents, shacks, or similar structure shall be erected moved to, or placed on said premises. A camper or tent may be occupied on the lot for the use of the owner only during the of the dwelling but must not be occupied after the time limit set for completing the dwelling as outlined in the building code.

3. No residence shall have less than 1200 sq. ft. of living space on the ground floor, or first floor on a single floor residence, exclusive of porch area, and 1000 sq. fl. on the first floor and 500 sq. on the second floor of a two-story residence. No porch or projection or any building shall extend nearer than fifteen (15) feet to any road right of way, nor nearer than ten (10) feet to the property line of any abutting property owner, nor within fifty (50) feet from the normal water line of any lake located on Woodrun Subdivision as the same are shown on recorded plats.

All plans and specifications for any structure or improvement to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction materials, the roofs and exterior color schemes, as well as all remodeling, reconstruction, alteration, or additions there to on any lot shall be subject to and shall require the approval in writing of Woodrun Property Owners

Association, Inc. The Hardeman County Health Department or its duly authorized agent before any such work is commenced. Said Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Association of when (1) The design or color scheme of the proposed building or other structure Is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures. (2) The plans and specifications submitted are incomplete, or (3) The Association deems the plans, specifications or details of any part thereof, to be contrary to the interest, welfare of rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Association shall be final. Neither the Association nor its agents shall be responsible for structure deficiencies, or any other defects in plans or specifications submitted revised or approved in accordance with the foregoing provisions.

"Defacing property by the unrestricted and indiscriminate removal of trees is prohibited." The removal of dead or undesirable species or trees which constitute a hazard or interfere with building or septic system placement may be approved."

4. No outside toilet shall be allowed on the premises. No untreated waste, including grey water shall be permitted to enter lake on Woodrun Subdivision. Each dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of the Hardeman County Department of Health or other governing legal authority. Each lot owner shall obtain authority and/or authorities with regard to repair, alteration or replacement of the installed sanitary unit and with regard to the water supply to said lot. No drain field or other disposal system shall be allowed nearer than fifty (50) feet to the normal high water mark of any lake on Woodrun Subdivision. No Individual water wells shall be allowed on any residential lot and each lot owner shall use the water supply from the Public Utility Water Company owning and operating waterworks Facilities within Woodrun Subdivision. Any malfunction of a sanitary unit. After being reported to the lot owner by the Association or any Board of Health and not repaired within seven (7) days may be a cause for termination or water service until such repairs are affected.

Woodrun Inc. has authorized the Hardeman County Commissioners to establish a Sewer System to serve Woodrun Subdivision. If and when said Sewer District determines it feasible to provide a central sewer system the cost of same may be assessed to the lot owners of Woodrun Subdivision.

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which maybe or become any annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No more than four (4) pets (cats or dogs) per household. No signs of a commercial nature shall be displayed without the permission of the Woodrun Property Owners Association Inc. or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Property Owners Association. A proper charge for the same will be assessed and collected as provided in Restriction Number 8 hereof

6. No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on said lake without prior written approval of Woodrun Property Owners Association, Inc. or its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the Woodrun Property Owners Association, Inc. Boat docks must remain within 15 feet of the average high-water level of the lake and may not exceed 20 feet in length. No structure is allowed on top of the boat dock except a safety railing that cannot exceed 42 inches in height. Boat houses are prohibited.

7. Woodrun Property Owners Association Inc. for itself. Its successors and licenses reserves an easement upon all road rights of way, reserve a fifteen (15) foot wide easement along all road right of way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of Installing, operating and maintaining television cables, utility lines and mains thereon together with the right to trim and / or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches and other services and appurtenances thereto, for the convenience of the property owners reserving also the rights of ingress and egress to such areas for any of the purposed mentioned above. Exceptions (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement unless it is shown on recorded plats: (2) no casement shall exist on that portion of any water front lot running along or abutting the shore line of Woodrun unless shown on the recorded plats except however Woodrun Property Owners Association, Inc., for itself, its successors, and licenses reserves the right to cause or permit drainage of surface water over and / or through said lots.

Woodrun Property Owners Association, Inc., its successors or assigns, reserves an easement on over or under all road rights of way for the purpose of installing, operating, and maintaining the above mentioned utilities and drainage. The owners of said property shall have no cause or action against Woodrun Property Owners Association, Inc., its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining the above mentioned installation. Woodrun Property Owners Association, Inc., Its successors and assigns, reserves all mineral rights to the lands hereto and the rights for the installation of Cable Vision.

8. Each lot owner In Woodrun Subdivision shall be subject to an annual dues charge as recommended by the Board of Directors and approved by the membership present and voting, weather in person or by proxy, at the annual general membership meeting in the spring of each year which said owner agrees to pay to Woodrun Property Owners Association, Inc. its successors and assigns, as provided in the Bylaws of said Association, annually, on the 1st day of April commencing in the year following the date of the Agreement to Purchase, for the improvement, maintenance and upkeep of the various areas for the use of the property owners, Irrespective of whether the privileges of using such area are exercised or not and shall further, upon applying for membership in said Association, pay the initiation fee as established by the Bylaws of the association. Grantee agrees that the use of any of the above-mentioned area shall be subject to approval of Grantee, his heirs, executors or assigns, for membership in Woodrun Property Owners Association Inc. as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Grantee, for himself: his heirs, executors and assigns further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court or competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchaser (hereof and each and every successive owner and / or owners shall from the time of acquiring the covenant and agrees, as aforesaid to pay to Woodrun Property Owners Association Inc. Its successors and assigns all charges past and/or future as provided in and in strict accordance with, the terms and provisions hereof.

As part of the consideration herein, Grantee for himself, his heirs, executors' assigns, agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Woodrun Property Owners Association Inc. and all persons owning lots in said Subdivision shall be members of said Association. Any sale contract must cite compliance with the existing restrictions as defined by the Woodrun Property Owners Association Inc. Any costs incurred by the Grantor, its successors or assigns, in the collection of the aforesaid charges shall be borne by the Grantee, his heirs, executors or assigns. It is understood and agreed that the above-mentioned considerations if unpaid shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall be equal to and shall participate with other liens as provided by law. With regard to the Agreement to pay the Grantor, its successors or assigns, the aforesaid charges, the Grantee, his heirs, executors of assigns and each successive Grantee, authorizes and empowers any attorney at law to appear in any court of record in the state of Tennessee, or elsewhere, from time to time and as many times as shall be deemed necessary by Grantor, Its successors or assigns, and waive the issuing and service of process and confess a judgment against said Grantee, his heirs, executors, assigns or successor or successive Grantees, in favor of such Grantor, its successors or assigns, for the amount the due together with costs of suit, with or without declarations, without defalcation and without stays of execution and thereupon release all errors and waive all rights of appeal.

9. The Grantor, its successors or assigns, upon receiving a written request and the prescribed fee will install a water service connection from the main to the Grantee's lot line. Thereafter the Grantee his heirs, executors or assigns shall install a freeze-proof hydrant connection to the place of service and further agrees to allow no cross-connection of any sort that would provide water service to a property owner who has not paid the required connection fee, or that may contribute to the pollution of the water system.

The aforesaid charges are subject to change by the Public Utility Commission of the State of Tennessee Exceptions and further explanation pertaining to conditions of water service have been or will be recorded in the Office of Register of Hardeman County Tennessee, and are hereby incorporated in and expressly made apart of this Agreement by reference.

10. These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns and if said Grantees their heirs, executors, administrators, successors or assigns, violate or attempt to violate any of the covenants or restrictions herein contained. It shall be lawful for any person or persons owning any land In the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, or to recover damages for such violation. The restrictions, conditions, covenants or agreements set forth shall continue indefinitely. They may be changed, altered, amended or revoked in whole or in part by the lot owners in the Subdivision voting according to the Woodrun Property Owners Association By-laws. Any invalidation of anyone of these covenants or restrict, shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

11. Each lot owner in Woodrun Subdivision shall have access to all lake and public access areas. Any and all lake access and public use areas are available for use by all Woodrun Members, and are to remain as said property of Woodrun and are not to be sold. All lake access and public access areas will be marked with signs notifying members of their location.

CAMPING LOTS

I. Camping lots as defined herein are those lots to be used exclusively for single-family temporary camping purposes and for placement thereon of travel trailers, commercially produced recreational vehicles, pickup truck campers, motor homes, tents and other vehicles commercially produced to be used for camping. All vehicles and tents as herein described must be inspected and approved by Woodrun Property Owners Association Inc. or its duly authorized agent, prior to placement on any camping lot within Woodrun Subdivision. Additional camping vehicles may concurrently occupy a camping lot when the occupants are guests of the lot owners. This occupancy will not normally exceed (14) days and the vehicle (or tent) must meet the same requirements as those of the owners.

All camping vehicles which have a State Approval seal attached and have not been altered as to the electrical or gas facilities will be considered approved by the Woodrun Property Owners Association Inc..

2. No camping lot shall be used as a permanent residence. nor shall a camping vehicle be continuously occupied for a period in excess of sixty (60) days. Camping lots can be inspected at the discretion of said Association or Its duly authorized agents. to insure strict compliance with all restrictions set forth herein.

Camping vehicles may be left parked on the lot for any length of time provided the following safety steps are taken: 1) gas bottles are turned off: 2) cablevision antenna lead in wires are disconnected: 3) antennas are grounded: 4) If attached to the trailer antenna must be lowered to the traveling position.

Camping vehicles must be movable by car or truck, retaining the wheels, tires and under carriage attached to the trailer at all times.

3. No dwellings, mobile homes (trailers exceeding forty (40) feet in length and eight (8) feet in width measured by the outside dimensions of the box or living space), garages, fuel storage tanks excluding gas bottles 40 pounds or less), "A" frames, boat houses, waste receptacles, bins or houses, clothes drying facilities, shall be constructed or be permitted to remain on the camping lots. One (1) Storage buildings made of wood or metal shall not exceed 288 square ft. shall be allowed. These buildings must meet the building restrictions set forth by the Engineering Committee, in a separate document available from The Association.

No vehicle or tent as herein before described shall be placed nearer than Fifteen (15) feet to any road right of way, nor nearer than ten (10) feet to the property line of any abutting property owners, nor within fifty (50) feet from the normal water elevation of any lake located within the Woodrun Subdivision.

Patio and trailer shelters or a combination thereof are authorized provided that they are constructed in strict accordance with building restrictions outlined in a separate document available from Woodrun Property Owners Association, Inc..

4. No outside toilet shall be allowed on the premises. No untreated waste from any lot including gray water, shall be permitted to enter Woodrun Lake or drained out on the ground. All such waste must be disposed of at the dump stations provided or in the owner's approved septic tank. Only septic systems approved by the Hardeman County Health Department can be installed on camping lots. Certification copy with a drawing of the field lines must be furnished to the Engineering Committee. Any person using a camping installation without holding tanks or septic tank system must use the comfort stations provided for disposal of all wastes, both solid and liquid. Each lot owner must obtain authority and or authorities with regard to repair, alteration or replacement of the installed sanitary system and with regard to water supply to said lot. No drain field or any other disposal system shall be allowed nearer than fifty (50) feet to the normal high water mark of Woodrun Lake. No individual water wells shall be allowed on any lot and each owner shall use the water supply from the public water utility company owning and operating waterworks facilities within the Woodrun Subdivision. Any malfunction of a sanitary unit, after being reported to the lot owner by the Association or any Board of Health and not being repaired within seven (7) days, may be cause for termination of water service until such repairs are affected.