

SHAW'S CREEK RESERVE  
RESTRICTIVE COVENANTS

- A. All Lots in Shaw's Creek Reserve shall be known and described as residential lots and no structures shall be erected on any lot other than one single-family residence and garage and not more than one detached building.
- B. Building setback lines shall be shown on the final plan and/or as required by the City of Piperton.
- C. All property owners shall be required to be members of the Shaw's Creek Reserve Homeowners' Association and shall be subject to any declarations, covenants and restrictions enacted by the Association and any other declarations, covenants and restrictions hereinafter executed in writing and filed in the Office of the Register of Fayette County, Tennessee.
- D. The minimum heated area of the single family dwellings exclusive of open porches, carports and garages shall be not less than 3500 square feet for Lots 1 through 24 inclusive. All other lots shall have a minimum heated area of 3000 square feet.
- E. All fences are to be of wood, stone, brick or ornamental metal material or combination thereof. Black or green vinyl-coated chain link fencing may be erected within an area surrounded by a wood, stone or brick fence. All fences are to be constructed in accordance with the City of Piperton ordinances. No fence may be constructed closer to the street than the building setback line.
- F. No permanent structure shall be moved onto any lot unless it shall conform to and be in harmony with similar structures in the development and no structure of temporary character, such as a trailer, garage, shed or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently. No structure of any kind, including but not limited to a television antenna, radio antenna, etc., can be erected which extends more than five feet above the highest point of the roof of the house and such structures shall not be erected on the street side of a residence. All satellite dishes, receiving antennas, radio antennas, swimming pools and accessory buildings shall be installed in accordance with the City of Piperton ordinances.
- G. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- H. No animals of any kind shall be raised, bred or kept on any lot except that up to three (3) generally recognized domestic animals (e.g.: dog or cat) may be kept as pets.
- I. No recreational vehicle, boat or any type trailer may be parked or stored on any lot unless same is in a garage. No tractor or trailer may be parked on any lot or on the streets within the development.

- J. No motor vehicle or any other vehicle, including, but not limited to, a boat, motor and boat trailer, lawn mower, tractor, etc. may be stored on any lot for the purpose of repair of same; no A-frame or motor mount may be placed on any lot nor shall any disabled or inoperable vehicle be stored on any lot.
- K. Any required landscape screen (including, but not limited to, earthen berm, embankments, fencing and plant material) and any permanent entrance treatments and fencing shall remain in place and shall not be removed.
- L. Additional minimum building requirements may be imposed by the Architectural Control Committee.
- M. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Developer reserves the right to impose additional or separate restrictions at the time of sale of any of the lots sold in this development, which restrictions may not be uniform but may differ as to different plots, and further reserves the right to amend these restrictions without the approval of the owners of lots within the development until a majority of lots in Shaw's Creek Reserve have been sold.
- N. If the parties hereto or any of them or their heirs or assigns shall violate any of the limitations and restrictions herein, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such limitations or restrictions and either to prevent him or them from so doing or to recover damages for such violation.
- O. Invalidation of any one of these covenants by judgement or court order shall, in no way, effect any of the other provisions which shall remain in full force and effect.