AMENDED AND RESTATED
RESTRICTIVE CONVENTANTS OF
FEATHERFOOT POINT SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the Featherfoot Point Property Association, Inc., being authorized to change, alter, or amend the original restrictive covenants of record in Miscellaneous Book 21, page 549 and Miscellaneous Book 22, page 13 in the Register's Office of Decatur County, Tennessee, hereby amends the restrictive covenants affecting all lots of the Featherfoot Point subdivision in accordance with the vote of the property owners of Featherfoot Property Owners that took place at the annual meeting held on September 13, 2014, more particularly described as all lots shown on the recorded plats of the same in Plat Book 1, Pages 13-26 in the Register's Office of Decatur County, Tennessee as well as any common areas described in Deed Book 86, page 428 in the Register's Office of Decatur County, Tennessee collectively the ("Real Estate"). The Featherfoot Point Property Owners Association, Inc. desires to create and establish certain restrictions with respect to all the lots of Featherfoot Point Subdivision, and the use thereof, for the benefit and protection of the Property Owners Association as well as the current and prospective lot owners. Featherfoot Point Property Owners Association grants ingress and egress to all Featherfoot Point Property owners, their invited guest and all emergency personnel. Therefore, Featherfoot Point Property Owners Association, Inc. does hereby impress upon Featherfoot Point Subdivision the following amended restrictive covenants, being covenants running with the land:

1. The Real Estate shall be used exclusively for residential purposes, and no more than one (1) single family dwelling may be erected or constructed on each lot. At no time can the property be rented to any non-owner. In addition, no more than one (1) detached structure or building shall be erected on each lot. In any case, no building of any kind shall be erected prior to the erection of a dwelling house and no accessory or temporary building shall be used or occupied as living quarters.
3. Each house to be erected shall have not less than one thousand (1000) square feet of living space on the ground floor, exclusive of porch areas, except where otherwise designated by Featherfoot Point Property Owners Association, Inc. or its authorized agents. No porch or projection of any building shall extend nearer than thirty (30) feet to any road, nor nearer than ten (10) feet to the property line of any abutting property owner, nor fifty (50) feet of and to the normal water line of any lake which may now or hereafter be located adjacent to said property. Setback restrictions heretofore set forth, shall be minimum setbacks, except in special cases where written permission from Featherfoot Point Property Owners Association, Inc. or its assigns is required. No exceptions or waivers shall be granted to allow any building to be erected nearer than five (5) feet to a property line or nearer than twenty (20) feet to a roadway.

4. All plans and specifications for any structure or improvement to be erected on or moved upon or to a lot and the proposed location thereof on the lot, the construction materials, the roof and exterior color schemes, as well as all remodeling, reconstruction, alterations, or additions thereto on such lot shall be subject to and required the approval in writing of Featherfoot Point Property Owners Association, Inc. or its duly authorized agent before any such work is commenced. Featherfoot Point Property Owners 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 the provisions of these restrictions or the rules and regulations which may be promulgated by Featherfoot Point Property Owners Association, Inc., or when (1) the design or color scheme of the proposed building or other structures is not in harmony with the general surroundings or adjacent buildings and property, (2) the plans and specifications submitted are incomplete, or (3) Featherfoot Point Property Owners Association Inc., deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare, or rights of any or all the Real Estate. The decision of Featherfoot Point Property Owners Association, Inc. shall be final. Neither Featherfoot Point Property Owners Association, Inc., nor its agents shall be responsible for any structural deficiencies or any defect in plans and specifications submitted, revised, or approved in accordance with foregoing provisions.

No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining lot owners. No signs (whether temporary or permanent), except 911 numbers, lot numbers and home security signs, shall be displayed on any lot without the written permission of Featherfoot Point Property Owners Association, Inc., or its successors or assigns. For point of clarification, no “For Sale” signs will be allowed on any lot. For Sale signs must be posted at east gates for Featherfoot Point Subdivision. All lots shall be kept in a neat and tidy manner, and failure to do so will result in maintenance of said lot by Featherfoot Point Property Owners Association, Inc. or its successors or assigns and in which event a proper charge for the same will be assessed and collected to the lot owner who failed to maintain his or her lot in a proper manner, and such charge shall be due on demand.
5. No boat docks, floats or other structures extending into a lake or river shall be constructed or placed into or on said lake or river without prior written approval of Featherfoot Point Property Owners Association, Inc., or its successors or assigns.

6. Featherfoot Point Property Owners Association, Inc., or its successors and assigns reserves and declares an easement ten (10) feet wide around the perimeter of each lot for the purpose of locating, establishing, and maintaining any and all utilities which the Featherfoot Point Property Owners Association, Inc., or its successors and assigns may desire and deem necessary or desirable.

7. Lot owners must give written notice to Featherfoot Point Property Owners Association, Inc. (the Transfer Notice) of the lot owners’ intent to transfer all or any interest in his lot, along with the terms of such proposed transfer, at least thirty (30) days prior to the expected transfer. Featherfoot Point Property Owners Association, Inc. shall then have a right of first refusal for thirty (30) days from the date it receives the Transfer Notice within which to purchase the owner’s property according to the same terms described in Transfer Notice. If the Featherfoot property Owners Association, Inc. does not acquire the lot under its right of first refusal, and the owner completes the transfer the selling lot owner must notify Featherfoot Homeowners Association of the new owner’s name, mailing address and telephone number within fifteen (15) days of the closing of the transaction. Written notices shall be mailed to Featherfoot Point Property Owners Association, Inc., 299 Featherfoot Parkway, Parsons, Tennessee 38363.

8. Every lot owner of Featherfoot Point Subdivision is a member of Featherfoot Point Property Owners Association, Inc., provided the lot owner complies with the provisions of the By-Laws, covenants and maintains a “good standing” status in the Featherfoot Point Property Owners Association. However, even if a lot owners does not comply with the By-Laws, covenants, or maintaining “good standing” status such lot owners still shall be subject to oversight by the Featherfoot Point Property Owners Association, Inc. as provided herein in these Amended and Restated Restrictive Covenants of Featherfoot Point Subdivision.

9. The Articles of Incorporation of Featherfoot Point Property Owners Association, Inc., authorize the corporation to act to enforce the restrictions, covenants, and conditions contained in each deed, the maintenance, prescriptions, and improvements of such lots, the keeping and maintaining of Featherfoot Point and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets, and the transaction of such other business as may be permitted by law. Each lot owner agrees to pay the Featherfoot Point Property Owners Association, Inc., dues or assessments for such purpose, the amount of which may be fixed by its By-Laws or lawful act of its Board of Directors.
10. It is understood and agreed that the Articles of Incorporation, By-Laws and covenants of such corporation shall provide that each lot owner in Featherfoot Point shall be entitled to one vote per lot owned at all elections and on other matter that may come before a meeting of the members. In order to be entitled to vote, a member must be in "good standing" with Featherfoot Point Property Owners Association, Inc. which requires the member to have paid all assessment and maintenance fees in full and abide by all by-laws and covenants.

11. These restrictions shall be covenants running with the land, and shall bind the lot owners, their heirs, executors, administrators, successors, and assigns. Featherfoot Property Owners Association, Inc. or any lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or to recover damages therefore, or both. If court action is required to enforce these covenants, then the court shall award reasonable costs and reasonable attorney's fees to Featherfoot Property Owners Association, Inc. or the lot owner who prevails in enforcing these covenants. All covenants and restrictions may be changed, altered, amended or revoked in whole or in part by the written consent of at least two-thirds (2/3rds) of lot owners or by action of Featherfoot Point Property Owners Association, Inc. at an annual meeting duly called for said purposes by a vote of at least a majority of the members thereof.

12. Any invalidation of any one or any portion of these covenants or restrictions shall in no way affect any other of the provisions or portions of the provisions thereof, which thereafter remain in full force and effect.

13. The lake, pond, boat dock, and boat ramp and other common areas are considered the collective property of all lot owners, and the Featherfoot Point Property Owners Association, Inc. shall be responsible for maintenance and upkeep of said property.