

This instrument prepared by Tom W. Moore, Jr., MOORE & PEDEN, P.C., Attorneys at Law, 29 Public Square, P.O. Box 981, Columbia, Tennessee 38402-0981

Pick up

RESTRICTIVE COVENANTS

OF

LEIPERS CREEK ACRES

State of Tennessee, County of WILLIAMSON
Received for record the 25 day of
JUNE 1998 at 3:38 PM. (RECH 273920)
Recorded in official records
Book 1686 Page 795-795

WHEREAS, title to the property set forth on plat of record in Plat Book 11, Page 135 and 136, Section 1 (Lots 1 through 14) and Plat of Record in Plat Book 11, Page 138 containing Lots 17 & 18, Section 2 and plat of record in Plat Book 11, Page 139 and 140 containing Section 2 (Lots 15, 16 and Lots 19 through 25) all of the Register's Office of Maury County, Tennessee is vested in D.B.H., LLC, and they desire to place certain restrictive covenants on all of said lots and tracts as shown on the above referenced plats.

NOW, THEREFORE, in consideration of the premises, the said D.B.H., LLC, do hereby impose the following restrictive covenants on the tracts shown on the aforesaid plats, which shall be covenants running with the land and binding upon ourselves, our successors and assigns, for a period of Thirty (30) years from date hereof, and which are as follows:

1. All tracts shall be used for residential or agricultural purposes only, but in no instance shall any lot be used for swine production.
2. The minimum building area requirements for all lots/tracts are as follows:
 - A. Residences shall have a minimum of 1400 square feet of interior heated floor space on the ground floor excluding porches, garages, carports, terraces, breezeways and basements.
3. All residences erected upon any of said lots or tracts shall have an exterior of brick, stone, log, wood, western cedar, vinyl siding, drivit or any combination thereof. There shall be not exposed concrete blocks on exterior walls or foundation. Block foundations shall be covered with brick or rock to grade.
4. There shall be no temporary buildings, shacks or partially completed buildings used for human occupancy.
5. There shall be no single-wide mobile homes placed on any tract/lot.
6. No junk of any nature or description shall be allowed to accumulate or remain upon any tract.
7. Detached garages and/or work shops must be a permanent construction and in conformity to the design of the residence. Outbuildings such as storage sheds or barns are allowed, however, they must be painted and maintained.
8. All applicable permits, as may be required by local health or building officials shall be obtained prior to the start of construction of any dwelling or the installation of any septic system.
9. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning a tract in said subdivision or having any interest therein to prosecute any proceedings at law or in equity against the person so violating or attempting to violate these covenants and to either thereby prevent such violation or to recover damage therefore or both.
10. The invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions all of which remaining provisions shall continue in full force and effect. In the event the condition of these covenants should be a variance with the restrictions or requirements set forth upon the fact of the plat of said subdivision, then such variation is hereby declared an error in these restrictions and the provisions of the plat shall control.

IN WITNESS WHEREOF: I have hereunto set my hand on this 16th day of June 1998.
Notebook 60 Page 125
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 8.00, Total \$ 8.00,
Register of Deeds SADIE WADE
Deputy Register PAMELA GREER

D.B.H., LLC

BY:

JONATHAN G. DUGDALE, MEMBER

STATE OF TENNESSEE
COUNTY OF Wilson

Personally appeared before me, the undersigned, a Notary Public for and in said state and county, the within named bargainer JONATHAN G. DUGDALE, to me known (or proved to me on the basis of satisfactory evidence), and who acknowledged to me the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this 16th day of June, 1998.

Pamela L. Billie
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-22-98

MAURY COUNTY, STATE OF TENNESSEE
Received for record this 25 of June 1998 at 2:10 o'clock P
Note Book 19 Page 23 Receipt # 28040 Recording Fee 8.00
State Tax _____ Probate Fee _____ Total 8.00
Book 1383 Page 686, Witness my Hand,
MAURY COUNTY REGISTER OF DEEDS

A. Wayne White

ENC. 1383 PAGE 686

