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2 PGS : AL - RESTRICTIONS	
NANCY BATCH: 19628	
06/04/2004 - 02:16 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER 5 FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING
REGISTER OF DEEDS**PICK UP: TAYLOR GOLDEN**

Prepared By:
Amy Cross Nance
Attorney-at-Law
5226 Columbia Highway, Suite 1
Spring Hill, Tennessee 37174

**COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
Rutherford Creek Subdivision**

KNOW ALL MEN BY THESE PRESENTS that whereas Taylor R. Golden, sole proprietor and owner of a certain tract of land known as Rutherford Creek Subdivision situated in the 3rd Civil District of Maury County, Tennessee, and as described in instrument of record in Book P15, Page 175+176 - + BOOK P15, PAGE 177+178 Maury County, Tennessee Register of Deeds office.

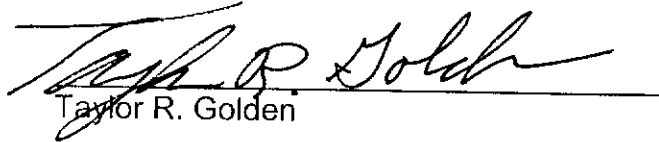
Whereas, the owner desires to impose certain restrictions on the said subdivision.

NOW THEREFORE, for good and valuable considerations, the undersigned does hereby encumber all lots of Rutherford Creek Subdivision. The following restrictive covenants which will be embodied in any deed or deeds to be executed conveying said lots, the said restrictions being as follows:

1. No lot shall be used except for single family residential purposes. No building shall be erected, altered, changed or permitted to remain on any other lot other than one single family dwelling, and/or an outbuilding, private garage or carport. Outbuilding, private garage, or carport must be constructed with the same outside finish as the single family dwelling and must be constructed on a permanent foundation.
2. No part of the restricted property shall be further divided after the sale of any such portion by the undersigned. The undersigned reserves the right to further divide any portion of the restricted property prior to any sale thereof. Thereafter, no subsequent owner or owners of any said lots shall further divide their lot or parcel, unless the lot is divided to be combined with another lot to make a larger lot.
3. No dwelling shall be permitted on any lots with a living area of less than 1,200 square feet. If the dwelling is two stories, the first floor above the grade level of the lot must have a minimum living area of 800 square feet. Basements, open porches, attached garages, and breezeways are not to be included in computing the above minimum floor areas. All Single Family Dwellings must be constructed of at least 85% Brick.
4. A perpetual easement is reserved for utility installation and maintenance in accordance with the utility easements designated on the plat of record for said subdivision.
5. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence. No prefabricated structures or structures moved from another location.
6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot less than 5 acres, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Horses or cows are permitted on lots over 5 acres.
7. No lot shall be used or maintained for a dumping ground for rubbish, junk, trash, or motor vehicles of any nature. Trash, garbage, or other waste shall not be kept except in sanitary containers. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No individual sewage disposal system shall be permitted on any lot, unless said system is designed, located, and constructed in accordance with the requirements, standards and resolutions of the public health authorities of the City of Spring Hill, County of Maury, and the State of Tennessee. Permits to install any sewage or waste disposal system shall be obtained from such authorities prior to use.
8. The right is reserved to the undersigned to cut all weeds and grass on unimproved lots and a lien is reserved to enforce reimbursement for said cutting and any and all expenses, including court costs and attorney fees, incurred in the enforcement of said lien.
9. No multi-family dwelling, apartment house, store, shop, boarding house or other commercial building shall be built, erected, or maintained on any of said lots. No lot shall be used in whole or in part for any business or commercial purposes.
10. All streets shown on the plat of record for said subdivision are hereby dedicated or will be dedicated to public use as streets.
11. The undersigned reserves the right to amend or remove any or all of the restricted property from the force and effect of these covenants, conditions, and restrictions prior to a sale thereof and such

- an amendment or removal shall in no way be construed as a waiver of these covenants, conditions, and restrictions as to the remaining property.
12. Except as set forth in the preamble herein above, these covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date of these covenants, after which time said covenant shall be automatically extended from successive periods of then (10) years unless an instrument signed by a majority of the owners of the property has been recorded in the Register of Deeds Office for Maury County, Tennessee agreeing to change said covenants in whole or in part. For the purposes of voting to change these restrictions, a husband and wife, shall have one vote and an unmarried owner shall have one vote provided, however, no parcel shall be entitled to more than one vote regardless of the number of persons or entities which might own said parcel or portion thereof.
 13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation to recover damages. Said restrictions may be enforced by the undersigned or the owner or owners of any property in Rutherford Creek Subdivision. It is further provided that the failure to enforce said restrictions as to a violation or violations shall not be deemed as a waiver of such right as to any subsequent violation or violations, the right being a continuing one. In the event of such enforcement action, any owner found to have violated any covenant by a court of competent jurisdiction shall be responsible for all court costs and attorney fees.
 14. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set for their hands this 3rd day of June, 2004.


Taylor R. Golden

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Taylor R. Golden, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Spring Hill, Tennessee, this 3rd day of June, 2004.


Notary Public

My Commission expires: 4/21/2007

