

This instrument prepared by :  
First Volunteer Title of Tennessee, Inc.  
1411 West Main Street, Suite C  
Lebanon, Tennessee 37087

**RESTRICTIVE COVENANTS FOR THE SUBDIVISION  
OF  
THE WILKERSON PROPERTY**

WHEREAS, title to all the property known as Lots 1 and 2 of the Subdivision of THE WILKERSON PROPERTY, as shown on the plat of record in Plat Cabinet 1, Page 133-A and Lots 3 through 7 as shown on the plat of record in Plat Cabinet 2, Page 19, Register's Office for Trousdale County, Tennessee, is vested in Jimmie L. Wilkerson and wife, Towana J. Wilkerson and they desire to place certain restrictive covenants on all of the tracts as shown on the said plats.

NOW, THEREFORE, in consideration of the premises, the said Owners hereby impose the following restrictive covenants on all of the lots shown on the plats of the Subdivision of THE WILKERSON PROPERTY, which shall be covenants running with the land and binding upon them, their heirs, and assigns, and which are as follows:

1. All tracts shall be used for residential or agricultural purposes only. Cattle, horses, and other domestic animals are allowed on the tracts containing five (5) acres or more. No commercial livestock operation or production shall be allowed.
2. Any residence placed on these tracts shall contain no less than 1,200 square feet of living area, excluding porches, garages, carports, terraces, breezeways or basements. Doublewide mobile homes or modular homes shall be allowed, subject to the requirements of No. 3 herein below. No singlewide mobile homes of any type allowed.
3. All residences erected or placed upon any of said tracts shall have an exterior of brick, stone, log, wood, western cedar, vinyl siding, drivit or any combination thereof, with a masonry foundation of (brick, split-faced concrete blocks or fieldstone) to grade level.
4. There shall be no temporary buildings, shacks, or partially completed buildings used for human occupancy.
5. No junk of any nature or description, including any vehicle, which does not run, shall be allowed to accumulate upon any lot or tract.
6. Any detached building shall be constructed to the rear of the principal residence on any lot or tract.
7. If the parties hereto or any of 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 and cause such abatement to recover damage therefore, if any. Any party successful in enforcing these restrictions shall be entitled to recover his/her costs, including reasonable attorney's fees.
8. The invalidation of any one of these covenants by judgment or court order shall in no wise 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 face of the plat of said subdivision, then such variation is hereby declared an error in these restrictive covenants and the provisions of the plat shall control.

- 9. The covenants and restrictions of the Declaration shall run with the land and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by persons or firms representing not less than seventy-five (75%) percent of the then owners of the tracts stating that these restrictions shall expire at the then current term is recorded in the Register's Office for Trousdale County, Tennessee. This Declaration may be amended at any time and from time to time by an instrument signed by persons or firms representing not less than seventy-five (75%) percent of the then owners of the tracts. Any amendment must be recorded in the Register's Office for Trousdale County, Tennessee.

IN WITNESS WHEREOF, we have hereunto set our hand this the 5<sup>th</sup> of June 2004.

*Jimmie L. Wilkerson*  
JIMMIE L. WILKERSON

*Towana Wilkerson*  
TOWANA J. WILKERSON

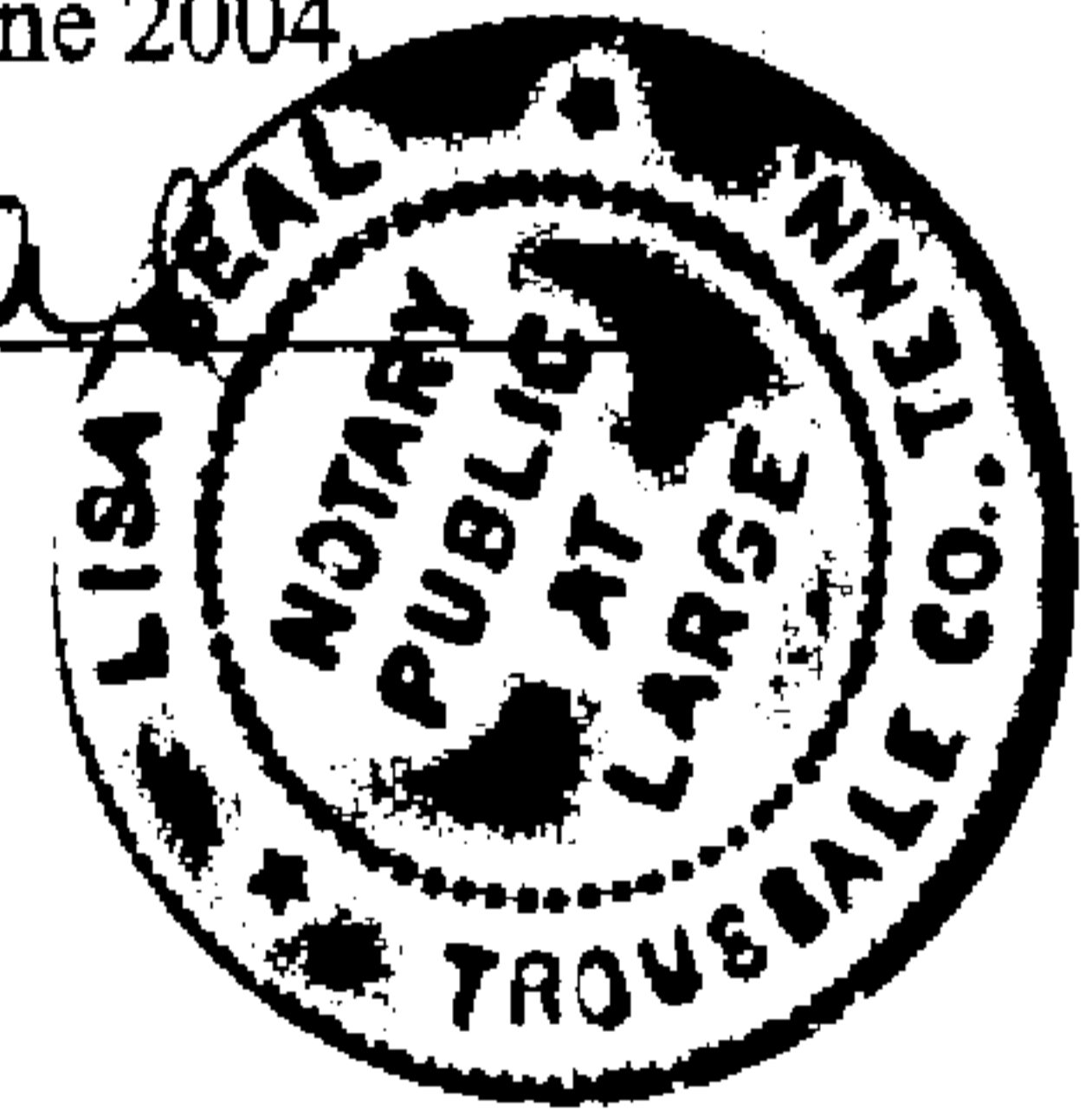
STATE OF TENNESSEE  
COUNTY OF Trousdale

Personally appeared before me, the undersigned, a notary public in and for the said state and county aforesaid, JIMMIE L. WILKERSON and wife, TOWANA J. WILKERSON, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 5<sup>th</sup> day of June 2004.

*Lisa Beal*  
NOTARY PUBLIC

My Commission Expires: 11-29-05



Mary Holder, Register  
Trousdale County Tennessee  
Rec #: 23374 Instrument 2880  
Rec'd: 10.00 NBK: 1 Pg 182  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 6/10/2004 at 8:14 am  
Total: 12.00 in Record Book  
12 Pages 148-149