

RESTRICTIONS ON OLIVIA PLACE

KNOW ALL MEN BY THESE PRESENTS that whereas Jerry K. Cobb, Jr. and
Cobb, and wife, Ann P. Cobb, are the owners of a certain tract of
land known as Olivia Place situated in the Fourth (4th) Civil
Civil District of Maury County, Tennessee, and shown by plat of
record in Plat Book 7, at page 140, Register's Office of Maury
County, Tennessee and

WHEREAS, the owner desires to impose certain
restrictions on the said subdivision;

NOW THEREFORE, for good and valuable considerations the
undersigned do hereby encumber all lots of Olivia Place, with the
following restrictive covenants will be embodied in any deed or
deeds to be executed conveying said lots, the said restrictions
being as follows:

It is understood and agreed that the property herein
conveyed shall be subject to the following restrictive covenants,
which shall be deemed to be covenants running with the land.
Said restrictions may be enforced by the undersigned or the owner
or owners of any property in Olivia Place. 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. The restrictions are 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 lot other than one single
family dwelling, and/or an outbuilding, private garage or
carport, which outbuilding, private garage or carport must be
constructed with the same outside finish as the single family
dwelling.

DETACHED
GARAGE OK

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 owner, or owners of any said portion 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 building shall be erected, placed, or attached
on any lot until the detailed construction plans and
specifications, and a survey showing the location of the
structure have been approved by Jerry K. Cobb, and wife, Ann P.
Cobb or a designated agent or assignee of Jerry K. Cobb, and
wife, Ann P. Cobb.

4. No dwelling shall be permitted on any lot with a
living area of less than 1400 square feet. Should a home
be constructed without an attached garage, or a basement, then
the dwelling shall be required to be a minimum of 1600
square feet living area. No residence or other building of any
nature shall be erected nearer than the set back lines as shown
on the plat of record for said subdivision.

5. No structure of a temporary character, trailer,
basement, tent, shack, garage, barn or other out-building shall
be used of any lot at any time as a residence. No prefabricated
structures or structures moved from another location other than
those set forth in paragraph 17 may be erected on any portion of
the restricted property.

6. No sign of any kind shall be displayed to the public view on any lot except signs to advertise the property during the construction and/or sale of the property.

7. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring of oil or natural gas shall be erected, maintained, or permitted upon any lot.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

9. No lot shall be used or maintained for a dumping ground for rubbish, junk, trash, or motor vehicles of any nature. Trash, garage, 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 Columbia, 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.

10. The right is reserved to the undersigned to cut all weed and grass on unimproved lots.

11. A perpetual easement is reserved for utility installation and maintenance in accordance with the utility easement designated on said plat.

12. No residence shall be constructed on any lot which shall have an outside finish of any material other than brick, brick-veneer, stone, stone veneer, Perma-stone, Cast-a-stone, or equivalent, clapboard, Western cedar, board and batten, vinyl siding or equal. No bare foundation blocks (painted or unpainted) can show and must be covered with brick or other appropriate material.

13. 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 residence shall be used for any business or commercial purposes.

14. Any fences that may be erected on the property must be erected on the back 25 per cent of the lot. No front yard fence of any type shall be allowed. No fence shall exceed six (6) feet in height above the natural grade of the existing lot.

15. All streets shown on the Olivia Place plat above referred to are hereby dedicated to public use as streets.

16. There shall be no commercial vehicles parked or maintained on any residential lot that shall exceed a 3/4 ton truck or van.

17. All portable utility buildings or utility or storage buildings which shall be erected must be of a styled and exterior finish comparable to the exterior of the residence. Said building shall be no larger than 150 square feet.

18. 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 (25) years from the date of these covenants, after which time said covenant shall be automatically extended from successive periods of ten (10) years unless an instrument signed by a majority of the owners of the property has

been recorded in the Register of Deeds Office of 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, that 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.

19. 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 or to recover damages.

20. Invalidation of any one of these covenants by judgment or Court Order shall in nowise affect any of the other provisions which shall remain in full force and effect.

21. No permanent electric service may be installed, connected and activated until the dwelling on the lot being served by said electric service is completed on the exterior. Temporary or construction electric service may be installed and activated prior to the completion of the exterior.

IN WITNESS WHEREOF, the parties have set forth their hand, the date first above-written.

I hereby certify that I registered the above instrument the 20th day of June 1989

Samuel W. Andrews
Register

Jerry K. Cobb
Jerry K. Cobb

Ann P. Cobb
Ann P. Cobb

Jerry K. Cobb Jr.
Jerry K. Cobb Jr.

STATE OF TENNESSEE)
COUNTY OF MAURY)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Jerry K. Cobb, and wife, Ann P. Cobb and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 20th day of June 1989.

STATE OF TENNESSEE)
COUNTY OF MAURY)

Jana Robertson
Notary Public
Commission Expires: 10-22-91

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Jerry K. Cobb, Jr. and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 20th day of June, 1989.

Jana Robertson
Notary Public
Commission Expires: 10-22-91

Maury County, State of Tennessee

Received for record the 20 day of June 1989 at 3:41 o'clock PM

Note Book 12-29 Page 3897 Recording Fee 12.00

State Tax _____ Probate Fee _____ Total 12.00

Book _____ Page _____ Witness my hand *Samuel W. Andrews*
Register

RESTRICTIONS ON OLIVIA PLACE

(Amended)

KNOW ALL MEN BY THESE PRESENTS that whereas Jerry K. Cobb, and wife, Ann P. Cobb and Jerry K. Cobb, Jr. executed and recorded certain Restrictions on Olivia Place dated June 20, 1989 of record in Book 815 at page 188 in the Maury County, Tennessee Register of Deeds Office;

WHEREAS, the Cobbs hereby desire to amend the aforementioned Restrictions as set forth herein;

WHEREAS, the Cobbs own all of the lots in Olivia Place as shown by Map of record in Plat Book 7 at page 140 in the Maury County Tennessee Register of Deeds Office;

NOW, THEREFORE, the parties state as follows:

1. Section 14 is hereby amended to read -

"No front yard fence of any type shall be allowed. No fence shall exceed six (6) feet in height above the natural grade of the property."

2. The remainder of the terms and conditions of the Restrictions shall remain in full force and effect.

Dated: 7-28-89

I hereby certify that I registered the above instrument the 4 day of Aug 1989
Lewis W. Andrews
Register

Jerry K. Cobb
Jerry K. Cobb
Ann P. Cobb
Ann P. Cobb
Jerry K. Cobb, Jr.
Jerry K. Cobb, Jr.

STATE OF TENNESSEE)

COUNTY OF MAURY)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Jerry K. Cobb, and wife, Ann P. Cobb and Jerry K. Cobb, Jr. and who acknowledged that the foregoing instrument was executed for the purposes therein contained.

Witness my hand and seal at office in the aforesaid state and county this 28 day of July, 1989.



[Signature]
Notary Public
Commission Expires: 1-22-91

Maury County, State of Tennessee
Received for record the 4 day of Aug 1989 at 12:00 o'clock PM
Note Book 12-361 Receipt # 4663 Recording Fee 8.00
State Tax _____ Probate Fee _____ Total 8.00
Book 817 Page 632 Witness my hand *Lewis W. Andrews*
Register

IN WITNESS WHEREOF, the undersigned sets forth its hands on the date first above written.

Jerry K. Cobb by R. W. Hardison
Jerry K. Cobb, by R. W.
Hardison, Attorney in Fact

Ann P. Cobb by R. W. Hardison
Ann P. Cobb, by R. W.
Hardison, Attorney in Fact

Jerry K. Cobb, Jr. by R. W. Hardison
Jerry K. Cobb, Jr., by R. W.
Hardison, Attorney in Fact

Larry Brewer
Larry Brewer

STATE OF TENNESSEE)
COUNTY OF MAURY)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Jerry K. Cobb, and wife, Ann P. Cobb and Jerry K. Cobb, Jr., by R. W. Hardison, Attorney in Fact to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument executed for the purposes therein contained.



Witness my hand and seal at office in the aforesaid state and county this 1st day of May, 1990.

Vickie C. Jones
NOTARY PUBLIC
COMMISSION EXPIRES: 1-21-92

STATE OF TENNESSEE)
COUNTY OF MAURY)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Larry Brewer, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged that the foregoing instrument was executed for the purposes therein contained.



Witness my hand and seal at office in the aforesaid state and county this 2nd day of May, 1990.

Vickie L. Powell
NOTARY PUBLIC
COMMISSION EXPIRES: 6-26-1990

RECCR.501
This Instrument Prepared By:
R. W. Hardison
Edwards & Hardison, Attorneys at Law
805 South Garden Street
Post Office Box 334
Columbia, Tennessee 38402-0334

*ret:
Dunbar*

COVENANTS, CONDITIONS AND RESTRICTIONS

(Olivia Place Subdivision, Section III)

This Instrument has been made and executed this 2nd day of May, 1990 by Jerry K. Cobb, and wife, Ann P. Cobb and Jerry K. Cobb, Jr. ("DECLARANT").

WHEREAS, Declarant owns certain real property in Maury County, Tennessee;

WHEREAS, Declarant has developed a portion of said property as Olivia Place Subdivision, Sections I and II, more particularly shown by a map of record in Plat Book 7 at page 140 and Plat Book 7 at page 213 in the Maury County, Tennessee Register of Deeds office;

WHEREAS, Declarant has developed another portion of said property as Olivia Place Subdivision, Section III, more particularly shown by a map of record in Plat Book 7 at page 330 in the Maury County, Tennessee Register of Deeds office;

WHEREAS, Declarant submitted the aforesaid Section I to covenants, conditions and restrictions of record in Book 815 at page 188, and as amended in Book 817 at page 632 in the Maury County, Tennessee Register of Deeds office and further submitted the aforesaid Section II to covenants, conditions and restrictions of record in Book 821 at page 420 in the Maury County, Tennessee Register of Deeds office;

WHEREAS, Declarant now desires to submit the above-mentioned Section III of the Olivia Place Subdivision to the same covenants, conditions and restrictions imposed on Sections I and II;

NOW, THEREFORE, Declarant states as follows:

 Olivia Place Subdivision, Section III as shown by map of record in Plat Book 7 at page 330 in the Maury County, Tennessee Register of Deeds office is submitted to the covenants, conditions and restrictions set forth in instrument of record in Book 815 at page 188, and as amended by instruments of record in Book 817 at page 632 and Book 821 at page 420 in the Maury County, Tennessee Register of Deeds office, the provisions of which are incorporated herein by reference.

Larry Brewer has joined in the execution of this instrument as the owner of certain lots in Section III of the Olivia Place Subdivision and for the purpose of acknowledging and consenting to the covenants, conditions and restrictions set forth hereinabove.

I hereby certify that I registered the above instrument the 3 day of May 1990

*Heinrich R. Andrews
Register*

Maury County, State of Tennessee

Received for record the 2 day of May 1990 at 9:57 o'clock am

Noto Book 2 Pg 442 Receipt # 715 Recording Fee 8.00

State Tax _____ Probate Fee _____ Total _____

Book _____ Page _____ Witness my hand

Heinrich R. Andrews
Register

BOOK 825
PAGE 497