

COVENANTS

VOL 454 PAGE 232

This instrument prepared by:
Houston Ezell
Land Investment and Development Corp.
837 Forest Hill Drive
Nashville, TN 37220

WHEREAS, Land Investment and Development Corporation shown on the PLAN OF FOXBORO ESTATES, Section 4, as of record in Book 8, Page 102 Register's Office for Williamson County, Tennessee, and are desirous of imposing certain restrictions upon all the lots for the protection and benefit of themselves and all future owners of lots in said subdivision.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL BENEFITS ARISING BETWEEN THE SAID OWNER AND ALL FUTURE OWNERS OF LOTS IN SAID SUBDIVISION, THERE IS HEREBY IMPOSED UPON ALL THE LOTS IN SAID SUBDIVISION, THE FOLLOWING LIMITATIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON ITSELF, ITS SUCCESSOR AND ASSIGNS, FOR A PERIOD OF 30 YEARS FROM DATE HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART:

1. All lots in this subdivision shall be known and described as residential lots:::
2. All houses erected in the subdivision shall have the following minimum square footage:::
 - a. For one story or split level houses, exterior foundation walls will provide 1800 square feet plus a carport or 2 car garage attached, a split level house having 1800 square feet on main floor is permissible without attached garage or carport.
 - b. For basement or split foyer type houses, 1800 square feet on the main floor.
 - c. For full two-story a minimum of 2000 square feet, plus an attached garage.
 - d. No concrete blocks shall be exposed. Exterior walls shall be at least 70% brick or stone or be approved by developers.
3. No buildings shall be constructed or maintained on any lot nearer the front of the lot than the setback line, as shown on the recorded plan provided, however, open porches, either covered, bay windows, steps or terraces, shall be permitted to extend in front of the setback line, so long as the remaining portion of the structure does not violate the setback line. No residence shall be constructed less than 20 feet from the side lot line and the total distance of both side lines from the dwelling shall be a minimum of 40 feet.
4. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
5. Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening or widening storm drains, sewage line and open ditches.
6. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.
7. No trailer, tent, garage, barn or other out-building shall be erected or used as either a temporary or permanent residence. No housetrailer or houseboat can be parked on any of the lots.
8. No poultry, livestock or animals shall be allowed or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.

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9. The sewerage system from any residence, shall be approved by Williamson County Health Department. Water shall be supplied by State approved public water supply system.

10. A perpetual easement is reserved on each lot as shown on the recorded plat for the construction and maintenance of utilities, such as electricity, gas, water and sewage. No structure of any kind shall be erected or maintained upon or over said easement except those necessary for utility purposes.

11. No lot or lots as shown on the recorded plat shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established unless approved by the Williamson County Planning Commission, or its successor.

12. All owners of lots in the subdivision shall consult with the Williamson County Department of Public Works before the installation of any driveway, culvert or other structure within the dedicated roadway, and such placement or other construction shall be done in accordance with the rule and regulations of said Public Works Department.

13. The developers of this subdivision, or their agents, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up any lot, if the same be reasonably required, charging the expense thereof to the owner which shall become a lien upon the lot, provided, however that a notice thereof shall be recorded in the Register's Office for Williamson County, Tennessee, and no lien shall attach except upon the recording of such notice

14. No houses shall be permitted to be moved from a former location and be placed or erected on any lot in this subdivision without the written consent of the developers of the subdivision.

15. The right of enforcement of each of these restrictive covenants is vested in the owner or owners of each and all of the lots in this subdivision and any owner of any lot shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them by institution of any action at law, or a suit in equity for injunctive or other relief.

16. If any provision of this instrument should be declared void or inoperative by any court of competent jurisdiction the remaining provisions shall be in full force and effect.

LAND INVESTMENT AND DEVELOPMENT CORPORATION

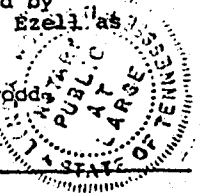
By: Houston T. Ezell
HOUSTON T. EZELL, President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Linda Worden, a Notary Public within and for the State and County aforesaid, personally appeared Houston T. Ezell with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of Land Investment and Development Corporation in Nashville, and the within named bargainer, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Houston T. Ezell as such President.

Witness my hand and official seal at office at Brentwood, Tennessee, this 31st day of August, 1983.

Linda Worden
NOTARY PUBLIC



Commission expires: 10/21/84

This instrument prepared by: HOUSTON EZELL CORPORATION
 Mailing address: P.O. Box 3067
 Brentwood, Tn. 37024
 Street Address: 9000 E. Church St., B-101
 Brentwood, Tn. 37027

**DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR FOXBORO -- SECTION 4A**

Whereas, HOUSTON EZELL CORPORATION is the owner and developer of a certain tract of land, shown on the PLAN OF FOXBORO ESTATES, Section 4A, as of record in Book 13, Page 24, Register's Office for Williamson County, Tennessee, and are desirous of imposing certain restrictions upon all the lots for the protection and benefit of themselves and all future owners of lots in said subdivision.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL BENEFITS ARISING BETWEEN THE SAID OWNER AND ALL FUTURE OWNERS OF LOTS IN SAID SUBDIVISION, THERE IS HEREBY IMPOSED UPON ALL THE LOTS IN SAID SUBDIVISION, THE FOLLOWING LIMITATIONS AND COVENANTS. THESE SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON ITSELF, ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF THIRTY (30) YEARS FROM DATE HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS, UNLESS AN INSTRUMENT, SIGNED BY A MAJORITY OF THE OWNERS OF THE LOTS, HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

1. All lots in this subdivision shall be known and described as residential lots.
2. All houses erected in this subdivision shall have the following minimum square footage:
 - a. For one story or split level houses, exterior foundation walls will provide 3000 square feet plus 2 car garage attached.
 - b. For basement or split foyer type houses, 1800 square feet on the main floor.
 - c. For full two-story a minimum of 3000 square feet, plus an attached garage.
 - d. All home exteriors shall be of stone, drivet, or brick. House plan to be approved in writing by developer.
3. No buildings shall be constructed or maintained on any lot nearer the front of the lot than the setback line, as sown on the recorded plan provided, however, open porches, either covered, bay windows, steps or terraces, shall be permitted to extend in front of the setback line, so long as the remaining portion of the structure does not violate the setback line. No residence shall be constructed less than 20 feet from the side lot line and the total distance of both side lines from the dwelling shall be a minimum of 40 feet.
4. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Builder shall be required to place trash receptacle on property during construction.
5. Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening or widening storm drains, sewage line and open ditches.
6. No noxious or offensive operation shall be conducted or maintained on any lot, nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.
7. No trailer, tent, garage, barn or other out-building shall be erected or used as either a temporary or permanent residence. No housetraier or houseboat can be parked on any of the lots. Satellite dish location must be approved by developer.
8. No poultry, livestock, or animals shall be allowed or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.

9. All lots are to be sewerd with state approved sewer and water system.

10. A perpetual easement is reserved on each lot shown on the recorded plat for the construction and maintenance of utilities, such as electricity, gas, water and sewage. No structure of any kind shall be erected or maintained upon or over said easement except those necessary for utility purposes. All utilities must be run underground from utility pole to the house. All telephone and cable TV must also run underground from pole to house.

11. No lots or lots as shown on the recorded plat shall again be subdivided, resubdivided, altered or changed so as to produce less area than hereby established unless approved by the Brentwood Planning Commission, or its successor.

12. All owners of lots in the subdivision shall consult with the City of Brentwood's Department of Public Works before the installation of any driveway, culvert, or other structure within the dedicated roadway, and such placement or other construction shall be done in accordance with the rule and regulations of said Public Works Department.

13. The developers of this subdivision, or their agents, reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up any lot, if the same be reasonably required, charging the expense thereof to the owner which shall become a lien upon the lot, provided, however that a notice thereof shall be recorded in the Register's Office for Williamson County, Tennessee, and no lien shall attach except upon the recording of such notice.

14. No houses shall be permitted to be moved from a former location and be placed or erected on any lot in this subdivision without the written consent of the developers of the subdivision.

15. The right of enforcement of each of these restrictive covenants is vested in the owner or owners of each and all of the lots in this subdivision and any owner of any lot shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them by institution of any action at law, or a suit in equity for injunctive or other relief.

16. If any provision of this instrument should be declared void or inoperative by any court of competent jurisdiction the remaining provision shall be in full force and effect.

HOUSTON EZELL CORPORATION

By: Doug Sanders Pres
Doug Sanders, President

BOOK# 821 PG 809 REGISTER OF DEEDS
NOTE BK 45 PG 217 WILLIAMSON COUNTY, TN.
TAX _____ TOTAL _____ 1989 DEC 13 AM 11:31
FEE _____ RECEIPT# _____
REC 800 73948

STATE OF TENNESSEE
WILLIAMSON COUNTY

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Doug Sanders, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of the HOUSTON EZELL CORPORATION, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and official seal at Brentwood, Tennessee, this 14 day of December 1989.

Mrs. Sadie Wade
NOTARY PUBLIC

7/24/93
MY COMMISSION EXPIRES