

This instrument prepared by:

State of Tennessee, County of MAURY  
Received for record the 20 day of  
APRIL 2000 at 10:44 AM. (RECH# 37146)  
Recorded in official records  
Book R1480 pages 510- 512  
State Tax \$ 122.10 Clerks Fee \$ 1.00,  
Recording \$ 14.00, Total \$ 137.10,  
Register of Deeds L. WAYNE WHITE  
Deputy Register LENNIS CHESNUT

File

Jerry C. Colley  
Colley and Colley  
P.O. Box 1476  
Columbia, TN 38402-1476

Person or Agency Responsible  
for payment of taxes:

JERRY COLLEY  
Name  
PO BOX 1476  
Address  
COLUMBIA, TN 38401

**WARRANTY DEED**

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, we, IRVING BOPP and wife, MARCIA BOPP, have this date, bargained and sold, and do hereby transfer and convey unto JERRY C. COLLEY and wife, LINDA COLLEY, their heirs and assigns, the following described real estate located in the Third (3<sup>rd</sup>) Civil District of Maury County, Tennessee, and more particularly described as follows:

Being Tract 4 of the Irving and Marcia Bopp property as set forth in Plat Book 11, Page 299, Register's Office, Maury County, Tennessee.

Being a portion of the property conveyed to Irving Bopp and wife, Marcia Bopp, by Deed of Record in Deed Book R1401, Page 312, Register's Office, Maury County, Tennessee. This is a new description. The address for this property is Pimlico Place, Columbia, Tennessee 38401. See Map 52, Parcel 16.01, Tax Assessor's Office, Maury County, Tennessee. Also, see Deed of Record in Book 1386, Page 244, Register's Office, Maury County, Tennessee.

TO HAVE AND TO HOLD the above described real estate together with all rights, titles, interests, easements, hereditaments and appurtenances thereunto appertaining unto JERRY C. COLLEY and wife, LINDA COLLEY, their heirs and assigns, forever.

WE COVENANT with the said JERRY C. COLLEY and wife, LINDA COLLEY, their heirs and assigns, forever, that we are lawfully seized and possessed of the above described real estate, have a good and lawful right to sell and convey the same, and that the same is unencumbered except for 2000 Maury County Property Taxes which will be prorated between the parties as of the date of closing. This property is subject to restrictive covenants, which are hereby imposed and which are attached hereto as Exhibit A.

WE DO FURTHER COVENANT and bind ourselves, our heirs and personal representatives, to forever warrant and defend the title to the above described real estate, unto the said JERRY C. COLLEY and wife, LINDA COLLEY, their heirs and assigns, against the lawful claims of all persons whomsoever.

Mary H. Gau, who is the owner of a 13.01 acre tract adjoining the Bopp property, of which deed is of record in Book R1401, Page 316, Register's Office, Maury County, Tennessee, joins in this conveyance for the purpose of imposing the same restrictive covenants on the 13.01 acres and will impose said restrictive covenants on any deed or deeds executed by her in the future conveying all or any portion of said 13.01 acres.

IN WITNESS WHEREOF, we have hereunto set our hand this the 19<sup>TH</sup> day of APRIL, 2000.

Irving Bopp  
IRVING BOPP

Marcia Bopp  
MARCIA BOPP

Mary H. Gau  
MARY H. GAU

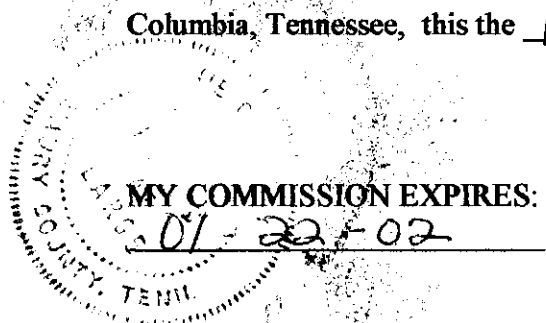
STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, a Notary Public, in and for the said County and State, the within named IRVING BOPP and wife, MARCIA BOPP, and MARY H. GAU, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office at Columbia, Tennessee, this the 19 day of April, 2000.

Annie Chapman  
NOTARY PUBLIC



STATE OF TENNESSEE

COUNTY OF MAURY

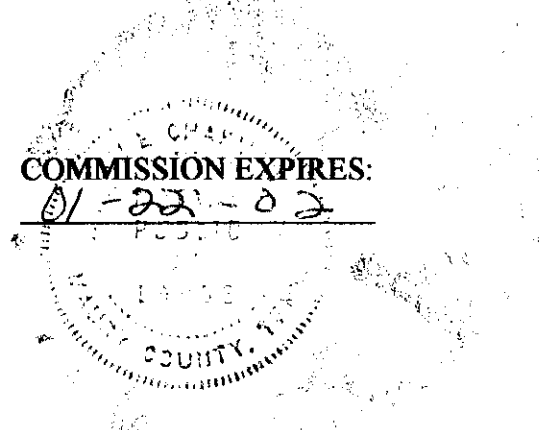
I hereby swear of affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 33,000-, which amount if actual to or greater than the amount, which the property transferred, would command at a fair voluntary sale.

Irving Bopp  
AFFIANT

Subscribed and sworn to before me this the 19 day of April, 2000.

Annie Chapman  
NOTARY PUBLIC

COMMISSION EXPIRES:  
01-22-02



EX. A

RESTRICTIVE COVENANTS

The following provisions have been formulated to create a highly desirable residential area, developed by Irving and Marcia Bopp, and Mary Gau and to protect such owners of tracts as shown on a plat of survey prepared by James Webb dated 11-20, 1998 and recorded in Plat Book 11, Page 299 Register's Office of Maury County, Tennessee.

It is deemed in the best interest of all current and future owners of any property in the above plat of record that said property be made subject to certain conditions, covenants, limitations, and restrictions. All such restrictions are for the benefit of and may be enforced by the owners of any said property. The following restrictions shall be deemed to be covenants running with the land to which they apply, and binding upon the purchasers and owners of any part of said property, and their respective heirs, successors, or assigns.

All tracts shall be used for single family residential purposes only. No duplex, multi-family, or commercial structure shall be erected on any tract. No mobile homes, double wides, or any manufactured housing shall be located on any tract.

No homes or other structures shall be built on any tract where any part of said home or structure is less than Fifty (50) feet from the right of way of any public street or private right of way nor any nearer than Twenty (20) feet to the side boundary line of said tract unless approved by the undersigned.

No tracts in the described survey may be re-subdivided into lots smaller than 2.0 acres.

The ground floor of any one story dwelling shall not be less than 2000 square feet of finished living area. The ground floor of any dwelling having more than a single level shall have a finished living area of not less than 1200 square feet and a total finished living area of not less than 2000 square feet. "Living area" shall not include porches, breezeways, basements, or garage areas.

No residence shall be constructed on any lot which shall have outside finish of any material other brick, stone, wood, or stucco. Vinyl materials must be limited to cover no more than 25% of the total exterior but is not acceptable as a basic siding material, unless approved by the undersigned.

No dwelling house, garage or other outbuilding, alteration or addition, or any structure of any kind shall be constructed upon any lot unless the plans and specifications are approved by one or more of the undersigned or their designated agent. Any dwelling or structure of any kind being constructed must be completed within 6 months. All construction rubbish and materials must be removed from lots upon completion of structure. The intent of this restriction is to insure the attractiveness of the neighborhood.

Attached garages and carports shall be so located that the doors and entrances thereto shall not open from the front of the dwelling. No metal carports will be allowed unless structural material and location are approved by the undersigned.

No inoperable vehicles shall be visible from any adjoining residence or from any public or private right of way. TV satellite receivers must be located behind the dwelling set back line. Garbage, trash, and rubbish shall be kept behind any residence and out of view.

Above ground pools must be decked and/or landscaped if pool is visible from public or private right of way.

Owners of property shall keep the grass and weeds cut so as to not be objectionable in appearance. The right is reserved to the undersigned to cut all grass and weeds on unimproved tracts and a lien is reserved by the undersigned to enforce reimbursement for said cutting and any and all expenses, including court costs and attorney fees, incurred in the enforcement of said lien.

All fencing, fencing material and it's location must be approved by the undersigned. No chain link or wire fencing will be allowed except as pet enclosures, which must be situated behind the rear wall of the residence and must be approved.

No swine shall be raised or permitted to occupy this property.

No noxious or offensive activity shall be carried on upon any property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

The undersigned reserve 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.

EX. A