Prepared by James A. Vance Berry
700 American Trust Bldg.
Nashville Tennessee 37201

RESTRICTIONS BOOK 4518 PAGE 217

WHEREAS, Gloucester Square Co-operative Corporation, the owner and developer of Gloucester Square, a co-operative development, a plan of which is of record in Book 4460, Page 43, Register's Office for Davidson County, Tennessee; and

WHEREAS, Gloucester Square Co-operative Corporation desires to restrict all building sites and condominium units for the protection of the character of the neighborhood, such restrictions to be covenants running with the land and to be binding upon and for the benefit of the purchasers of said building sites and condominiums; and

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WHEREAS, Gloucester Square Co-operative Corporation, for the protection of the entire properties and all building sites and condominium owners therein, desires to make due provision for the maintenance and preservation of the common areas designated as such on the plan of Gloucester Square aforesaid;

NOW, THEREFORE, in consideration of the premises and in part consideration for the sales of building sites within Gloucester Square, Gloucester Square Co-operative Corporation, as owner and developer, does hereby impose upon the entire property the following restrictions:

1. Each building site designated as such on the recorded plan shall be used for residential purposes, and no more than one single family residence may be located on each building site except as indicated on the recorded plan.

2. Each area or building site on the recorded plan designated for multiple unit use may be used for the construction of a condominium building having multiple units, provided that each separate building shall contain no more than four (4) units and provided that the maximum number of units on each building

site shall be no greater than as shown on the recorded plan.

3. Certain portions of Gloucester Square are designated upon the recorded plan as common areas or "commons". These areas include the driveways, roadways and walkways shown on the plan, the landscaped areas and all other property kept and maintained for the joint use of the owners of all building sites and condominium units within Gloucester Square. No person shall use the common areas, or commons, or any part thereof, in any manner contrary to any provision of these restrictions or such rules and regulations pertaining thereto as may from time to time be promulgated by the Board of Directors of Gloucester Square Co-operative Corporation.

All expenses for the maintenance, management, operation, repair and replacement of the common areas, as well as all costs of management and administration of Gloucester Square Co-operative Corporation, shall be borne by the respective building site and condominium unit owners at the rate of one/forty-second (1/42) of the total of such expenses for each building site and/or condominium unit. The Board of Directors of Gloucester Square Co-operative Corporation shall have authority to assess the respective owners their pro rata share of such expenses and to require payment on a regular monthly, quarterly or annual basis, or to levy special assessments from time to time as the Board may determine. Prior to the construction of each condominium building, the owner of the building site shall be subject to assessment at the rate of one/forty-second (1/42) of the total for each condominium unit permitted on the building site in question by the recorded plan. Prior to the sale of individual building sites by Gloucester Square Co-operative Corporation to individual builders or occupants, Town Properties, Inc., former owner of the property, shall pay the assessments attributed to such building sites and it joins in these restrictions for the purpose of evidencing its agreement so to do.

The owners of building sites and condominium units, being also members of Gloucester Square Co-operative Corporation, shall be obligated to pay all assessments levied by the Board of Directors of Gloucester Square Co-operative Corporation as and when such assessments shall fall due and the same shall constitute a lien upon the property of each such owner if not paid when due. Gloucester Square Co-operative Corporation, before exercising any lien rights, shall serve notice of the same in writing upon the holders of any mortgages or deeds of trust which encumber the property to the extent that such holders shall have given notice in writing to Gloucester Square Co-operative Corporation of the existence of their encumbrance and of the address to which such notice should be forwarded.

4. All houses upon building sites within the property shall be for single family occupancy unless otherwise approved by Gloucester Square Co-operative Corporation's Board of Directors. Gloucester Square Co-operative Corporation reserves the right to approve all plans and specifications of residences to be built on the property. All architecture of residences within the property shall be of that period known as "Colonial American", as typified by town houses located in New England Colonies, Georgetown and Charleston, South Carolina, Savannah, Georgia, and New Orleans, Louisiana. Approval by Gloucester Square Co-operative Corporation shall be by its President or such other party as may be designated by its Board of Directors.

5. All residences shall be located so as not to come closer to the north, east, south, or west boundaries of said property than indicated on the recorded plan unless granted permission by a variance of the Board of Zoning Appeals at a public hearing at a later date. In no event shall any residence be built closer than forty (40) feet to that property line lying along Golf Club Lane. Each residence must set back not less than two (2) feet nor more than ten (10) feet from the inside edge of the sidewalks crossing the building site. The

inside edge of a sidewalk is described as being that side of the sidewalk closest to the residence constructed or to be constructed. Side line restrictions shall be as follows: Each owner may build to the property line adjacent to or in conjunction with the common wall which they are required to build (or, in the case of building sites 155 through 160 inclusive, adjacent to or in conjunction with the opposite wall) so long as said owner maintains a minimum of ten (10) feet clearance from the opposite property line. The only exceptions to this provision shall be the two building sites on either side of the entrance from Golf Club Lane. The residences constructed on these building sites shall maintain a minimum set back of twelve (12) feet from the margin of the Entrance Drive, as shown on the plan. Gloucester Square Co-operative Corporation reserves the right to construct a wall, in keeping with the boundary wall along Golf Club Lane, along both sides of the entrance drive leading into the property from Golf Club Lane, such construction to be at no expense to the purchasers of building sites and condominium units.

6. All residences built on building sites fronting on Golf Club Lane shall be so designed as to give the appearance of a house fronting on both the north and south sides. All service and service entrances for these houses, however, shal- be on the north side of the same. A fence or wall shall be constructed along the south side of all building sites from Hillsboro Road to the southwest corner of the property. This wall shall be constructed with a three foot masonry base topped by three feet of iron. Gloucester Square Co-operative Corporation will develop the plan for this wall, which will be uniform and consistent with the architectural theme of Gloucester Square, and the construction and cost of the same shall not be borne by the purchasers of building sites or of condominium units. Further, that portion of those building sites fronting on Golf Club Lane which lies between the residence and said Golf Club Lane are restricted to lawn and garden purposes only, with no

swimming pools, patios or other structures permitted within this area, provided, however, that this shall not restrict the location of entrances or enclosed courts adjacent to the south side of such residences.

7. In the design of houses to be constructed within the property, the following specific requirements shall be observed:

(a) All architectural design shall be compatible with the style and general feeling of houses of the period to be represented by the development.

(b) Each house shall contain not less than two thousand (2,000) square feet of living area, excluding basement, garage or carport.

(c) No exposed concrete block will be permitted above ground level in the construction of any buildings or walls.

(d) Only one and two story houses shall be constructed and ceiling heights shall be no less than nine (9) feet from ground level.

(3) Each house shall be served by central heating and air conditioning, and all services for utilities shall be placed underground where underground utilities are approved by the utility companies in question.

(f) Garages and carports must harmonize with the residences.

(g) Any trees designated on the plan of Gloucester Square will not be cut down in the course of construction without prior approval of Gloucester Square Co-operative Corporation.

(h) A minimum of two off street parking spaces will be provided in the construction of each house.

(i) No utility meters or trash receptacles shall be placed on the front of any residence unless obscured from view from the street.

(j) Garages or carports shall be constructed and used for the parking of automobiles only. Separate facilities shall be provided in the planning of each residence for the storing of tools, garden supplies and other like items.

8. It shall not be permissible to erect any temporary building on any building site, except during construction, and no outbuilding of any kind shall be used for occupancy.

9. No livestock, poultry, fowl, swine or other nuisance shall be permitted or kept upon the property. Further, no boats may be stored on the property, either in garages, parking spaces, or elsewhere, and no motor cycles, motor bikes or motor scooters shall be permitted. No owner may keep more than two

automobiles regularly upon his property unless additional off street parking spaces are provided by such owner. No clothes lines or radio and television antennas shall be permitted in any yards. No pets shall be permitted in the common areas unless accompanied by their owners and unless on a leash.

10. In the event any owner desires to offer his building site for sale, he may employ such agent or agents for this purpose as he desires, provided that such agent or agents shall coordinate their sales program through Gloucester Square Co-operative Corporation or its successors. All advertising, including newspaper advertising, and all signs which may be placed upon the property shall be subject to approval of Gloucester Square Co-operative Corporation. The selling agent of any building site or residence within the property shall be required to contribute to Gloucester Square Co-operative Corporation, a fee to compensate it for its efforts and activities in assistance to the agent in the showing of property, which fee shall not, in any event, exceed ten (10%) per cent of the commission charged by the selling agent.

11. Ingress and egress to and from all building sites shall be provided from Golf Club Lane and White Oak Drive for both vehicular and pedestrian traffic, and areas designed for such ingress and egress shall be maintained for the orderly flow of all such traffic. Perpetual easements are reserved in favor of all building site and condominium owners, their guests, servants and invitees, for the use of all areas designated as "Access Easement" on the recorded plan for purposes of ingress and egress to and from the public rights of way.

12. In the event of any violation or threatened violation of any of these restrictions, the right is reserved to the undersigned, Gloucester Square Co-operative Corporation acting on behalf of the owners of building sites and condominiums within the property, to enjoin the same or to recover damages therefor, or both.

13. No building site or condominium sold may be conveyed or transferred by the original purchaser, or any subsequent owner, to a third party unless the owner desiring to sell shall first furnish to Gloucester Square Co-operative Corporation, a firm written offer to purchase by such third party, setting forth all of the terms of said offer, and such owner shall furnish evidence that such offer is made in good faith and shall offer the property to Gloucester Square Co-operative Corporation at the same price and upon the same terms as offered by the proposed purchaser, Gloucester Square Co-operative Corporation, shall be allowed ten (10) days after receipt of such offer within which to purchase the same at said price and on said terms. If Gloucester Square Co-operative Corporation fails to exercise this purchase option, the owner shall then be free to accept the offer in question, provided, in such event, purchaser shall purchase the property subject to the foregoing provisions to the contrary notwithstanding, this paragraph shall not be applicable to any conveyance by mortgage or deed of trust, or to any conveyance at a foreclosure or trustee's sale pursuant to such a mortgage or deed of trust or by any court proceeding.

14. These restrictive covenants shall run with the land and shall be effective for a term of fifty (50) years from the date hereof. These restrictive covenants shall be subject to amendment, in whole or in part, at any time prior to the expiration of the same by the joint action of Gloucester Square Co-operative Corporation owners of not less than seventy-five (75%) per cent of the owners within the property.

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

16. Town Properties, Inc. agrees, in consideration of the purchase of said tract by Gloucester Square Co-operative Corporation and in consideration of the subsequent purchase of the same by individual building site owners, to pay the cost of con-

struction of all walls described in Paragraphs 6 and 7 hereof.

17. Gloucester Square Co-operative Corporation is a not-for-profit membership corporation and it shall be obligatory that all owners of building sites and condominium units within Gloucester Square be members of Gloucester Square Co-operative Corporation, entitled to all privileges of membership as set forth in the Articles of Incorporation and By-Laws of the same, and subject to assessment for the payment of costs incident to the maintenance of the common areas and administration of the corporation as provided for in these restrictions, and in the Articles of Incorporation and By-Laws aforesaid.

IN WITNESS WHEREOF, Gloucester Square Co-operative Corporation has caused this instrument to be executed this 20th day of October, 1971.

GLOUCESTER SQUARE CO-OPERATIVE CORPORATION

By Fred R. Hobson Jr. Pres.

TOWN PROPERTIES, INC.

By Fred R. Hobson Jr. chairman

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 4548 PAGE 225

Before me, Fran Oglesbee, a Notary Public of the State and County aforesaid, personally appeared Fred R. Webber, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Gloucester Square Co-operative Corporation, the within named bargainor, 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 himself as President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 20th day of October, 1971.

Fran Oglesbee
Notary Public

My commission expires: 12-5-74

STATE OF TENNESSEE

BOOK 4548 PAGE 226

COUNTY OF DAVIDSON

Before me, Fran Oglesbee, a Notary Public of the State and County aforesaid, personally appeared Fred R. Webber, Jr. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Chairman of the Board of Town Properties, Inc., the within named bargainor, a corporation, and that he as such Chairman of the Board, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman of the Board.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 20th day of October, 1971.

Fran Oglesbee
Notary Public

My commission expires: 12-5-72

B35630

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IDENTIF. REFERENCE

OCT 27 10 52 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

BOOK 1518 PAGE 227 FORM NO. WD-1

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 17,100

Harry A. Bielson Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF October 19 71.

Notary Public

MY COMMISSION EXPIRES: May 25 1975

(AFFIX SEAL)

THIS INSTRUMENT WAS PREPARED BY
W. G. TRABER, ATTORNEY, 2525 LEBANON ROAD, NASHVILLE, TENNESSEE 37214
NAME ADDRESS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Harry A. Bielson, Jr. (NAME)	First Investment Company (NAME)	MAP 97-9
647 Larchwood Dr. (STREET ADDRESS OR ROUTE NUMBER)	2244 Mock Road (STREET ADDRESS)	PAR 35
Nashville Tennessee (CITY) (STATE) (P. O. ZIP)	Columbus, Ohio (CITY) (STATE) (ZIP)	5

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, Charles B. Matthews and wife, Rama B. Matthews

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO Harry A. Bielson, Jr., and wife, Dorothy I. Bielson

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS: TO-WIT:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 16 ON THE PLAN OF HICKORY BEND, SECTION SEVEN, AS OF RECORD IN BOOK 3600, PAGE 29, REGISTER'S OFFICE FOR SAID COUNTY.

SAID LOT NO. 16 FRONTS 65.0 FEET ON THE NORTHEAST SIDE OF LARCHWOOD DRIVE AND EXTENDS BACK 115.0 FEET ON THE NORTHWESTERLY LINE AND 161.3 FEET ON THE SOUTHEASTERLY LINE TO A DEAD LINE IN THE REAR, MEASURING 87.12 FEET THEREON.

BEING THE SAME PROPERTY CONVEYED TO CHARLES B. MATTHEWS AND WIFE, RAMA B. MATTHEWS, BY DEED FROM, ASSOCIATED BROKERS, INC., AS OF RECORD IN BOOK 4179, PAGE 965, REGISTER'S OFFICE FOR SAID COUNTY.

unimproved ( )
This is improved (X) property, known as 647 LARCHWOOD DRIVE, NASHVILLE, TENNESSEE
(House Number) (Street) (P. O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand s this 23rd day of October, 1971

x Charles B. Matthews

x Rama B. Matthews

BK 4548

BOOK 4548 PAGE 228

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CHARLES B. MATTHEWS AND WIFE, RAMA B. MATTHEWS

the bargainor s, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 23rd day of October 1971

Commission expires May 25, 1975

Notary Public

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (their several oaths) (his oath) acknowledged (themselves) (himself) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he) (they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19__.

My commission expires _____

Notary Public

WARRANTY DEED

FROM CHARLES B. MATTHEWS, ET UX

TO HARRY A. EIELSON, JR., ET UX

B 35631

IDENTIF. REFERENCE

Oct 27 11 06 AM '71

FELIX Z. HUSKEY REGISTER
DAVIDSON COUNTY, TENN.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

W. G. TRABER
2525 LEBANON ROAD
NASHVILLE, TENN. 37214

OCT27	CONV		17,600.00		
OCT27	S'TAX	A*	45.76		
OCT27	REC'FEE	A*	.50		
OCT27	W'DEED	A*	4.00	*	50.26