



5 PGS:AL-RESTRICTIONS	
379599	
<b>04/17/2015 - 12:19 PM</b>	
BATCH	379599
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
<b>SADIE WADE</b>	
REGISTER OF DEEDS	

*Mail*

This instrument prepared by:  
 Robert J. Notestine III  
 Attorney at Law  
 109 Kenner Avenue, Suite 201  
 Nashville, TN 37205

**PROTECTIVE COVENANT  
 AND USE AGREEMENT**

This Protective Covenant and Use Agreement (the Agreement) made this 5<sup>th</sup> day of FEB, 2015, by Michael Vaden, Trustee of the Row Crop Trust (the Owner or Declarant) of certain real property located at and described as a portion of Lot 107, Rosemont Subdivision (the Property or Lot 107) the Rosemont Homeowner's Association, Inc. (the Association) and John Hunt and Kim Hunt ( collectively Hunt).

Whereas, Declarant and Hunt are the legal and equitable owners of the following described property:

Land in Williamson County, Tennessee, Lot 107, Rosemont Park Subdivision, as shown on plat of record in Plat Book 2093, Page 578, in the Register's Office, Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said Property.

Being the same property conveyed to John Hunt and Kim Hunt, by Warranty Deed from Laura I. Goin of record in Book 6123, Page 193, Register's Office for Williamson County, Tennessee.

WHEREAS, Hunt has agreed to sell part of Lot 107 to Declarant; and

WHEREAS, the Declarant and Hunt, pursuant to an agreement with the Association, has agreed to certain use restrictions as to the Property to benefit Hunt and the Association and the Declarant.

NOW, THEREFORE, Declarant, Hunt and the Association hereby declare and covenant that in consideration of the agreement of the Association to permit the subdivision of Lot 107 by

*[Handwritten mark]*

*mail*

This instrument prepared by:  
Robert J. Notestine III  
Attorney at Law  
109 Kenner Avenue, Suite 201  
Nashville, TN 37205

BK: 6428 PG: 760-764

15014412

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STATE OF TENNESSEE, WILLIAMSON COUNTY	
<b>SADIE WADE</b>	
REGISTER OF DEEDS	

**PROTECTIVE COVENANT  
AND USE AGREEMENT**

This Protective Covenant and Use Agreement (the Agreement) made this 5<sup>th</sup> day of FEB, 2015, by Michael Vaden, Trustee of the Row Crop Trust (the Owner or Declarant) of certain real property located at and described as a portion of Lot 107, Rosemont Subdivision (the Property or Lot 107) the Rosemont Homeowner's Association, Inc. (the Association) and John Hunt and Kim Hunt (collectively Hunt).

Whereas, Declarant and Hunt are the legal and equitable owners of the following described property:

Land in Williamson County, Tennessee, Lot 107, Rosemont Park Subdivision, as shown on plat of record in Plat Book 2093, Page 578, in the Register's Office, Williamson County, Tennessee, to which plat reference is hereby made for a more particular description of said Property.

Being the same property conveyed to John Hunt and Kim Hunt, by Warranty Deed from Laura I. Goin of record in Book 6123, Page 193, Register's Office for Williamson County, Tennessee.

WHEREAS, Hunt has agreed to sell part of Lot 107 to Declarant; and

WHEREAS, the Declarant and Hunt, pursuant to an agreement with the Association, has agreed to certain use restrictions as to the Property to benefit Hunt and the Association and the Declarant.

NOW, THEREFORE, Declarant, Hunt and the Association hereby declare and covenant that in consideration of the agreement of the Association to permit the subdivision of Lot 107 by

John Hunt, the current owner of the Property, the Declarant, Hunt and the Association, hereby agree to the following:

1. Lot 107 will be split into two tracts. The split portion adjacent to Hunt's lot 106 will permanently become part of Lot 106, while the portion adjacent to Half Acre Road will become the newly defined Lot 107.
2. Declarant agrees to pay full dues to the Association for the newly defined Lot 107 as such dues are assessed by the Association.
3. No structure, dwelling or building will be constructed on the portion of Lot 107 acquired by the Declarant.
4. Declarant, as the owner of the newly defined Lot 107 shall remain responsible for lot maintenance and full and complete adherence to the restrictive covenants of Rosemont and the By-laws of the Association as recorded in Book 1921, Page 549 and Book 2097, Page 580, Register's Office for Williamson County, Tennessee.
5. In the event of the sale of the Property by the Declarant, the Property will be conveyed with contiguous real property owned by the Declarant outside of the physical boundaries of the Rosemont Subdivision. The newly defined Lot 107 purchased by the Declarant is still a separate lot and it is not being re-platted to be a part of the 150+ acre adjacent farm (hereinafter referred to as the Farm) so any subsequent purchaser buying the Farm in the future would still be subject to covenants for the new lot 107.
6. The Declarant and its beneficiaries and invitees shall have access to the Property and the contiguous property owned by the Declarant across the roads within the Rosemont Subdivision. No commercial vehicles, buses, tour companies, will have access to lot


107 from within Rosemont. In the event of such occurrence the Declarant will subject to fines and other remedies as prescribed by the Rosemont Declaration of Covenants, Conditions and Restrictions, as it is amended from time to time. Access to and from the Farm through the Rosemont Subdivision shall be solely for the benefit of the primary residence located on the Farm and for no commercial purposes.

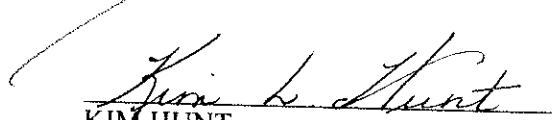
7. The agreements herein shall be binding upon the Association, the Declarant, and Hunt in perpetuity and shall run with the land and properties described herein.

These covenants shall be binding on Hunt, the Association and the Declarant, their heirs, successors or assigns and shall be construed as covenants running with the land. These covenants are intended to benefit the Association and its officers, directors and members, Hunt and the Declarant.

This instrument shall become effective upon the purchase of the Declarant of the Property.

Executed the day and year first above written.

  
JOHN HUNT

  
KIM HUNT

THE ROW CROP LAND TRUST  
u/a/d February 22, 2012

By: 

ROSEMONT HOMEOWNER'S  
ASSOCIATION, INC.

By: \_\_\_\_\_

*[Handwritten Signature]*

STATE OF TENNESSEE }  
COUNTY OF DAVIDSON }

On this 4<sup>TH</sup> day of FEBRUARY, in the year 2015, before me, personally appeared John Hunt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

*[Handwritten Signature]*

Notary Public

My Commission Expires: 2/19/2018



My Commission Expires  
February 19, 2018

STATE OF TENNESSEE }  
COUNTY OF DAVIDSON }

On this 4<sup>TH</sup> day of FEBRUARY, in the year 2015, before me, personally appeared Kim Hunt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

*[Handwritten Signature]*

Notary Public

My Commission Expires: 2/19/2018

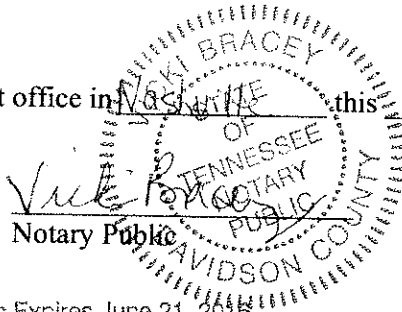


My Commission Expires  
February 19, 2018

STATE OF TENNESSEE }  
COUNTY OF DAVIDSON }

Before me, Vicki Bracey of the state and county mentioned, personally appeared Michael Vaden, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be Trustee of the Row Crop Trust and as such Trustee acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Row Crop Trust the within named bargainor, a trust, and that he/she as such Trustee, executed the foregoing instrument for the purpose therein contained, by signing the name of the trust by him/herself as trustee.

Witness my hand and seal, at office in Nashville this 5th day of February, 2015.



My Commission Expires: ~~My Commission Expires June 21, 2016~~

STATE OF TENNESSEE }  
COUNTY OF DAVIDSON }

Before me, Helena Colebrooke of the state and county mentioned, personally appeared Stephen Stark, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be President of the Rosemont Homeowner's Association, Inc. and as such Stephen Stark acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Rosemont Homeowner's Association, Inc. the within named bargainer, a homeowner's association, and that he/she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the homeowner's association by him/herself as President.

Witness my hand and seal, at office in Brentwood TN this 9th day of March, 2015.

Helena Colebrooke  
Notary Public

My Commission Expires: April 16, 2017

