

This Instrument Prepared by
Rochelle, McCulloch & Aulds PLLC
Attorneys At Law
109 N. Castle Heights Avenue
Lebanon, TN 37087

BK/PG: 2036/616-619

21000729

4 PGS:AL-RESTRICTIVE COVENANTS

MISTY BATCH: 471946

01/06/2021 - 02:17 PM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 20.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 22.00

STATE OF TENNESSEE, WILSON COUNTY

JACKIE MURPHY

REGISTER OF DEEDS

**RESTRICTIVE COVENANTS PERTAINING TO
WASTEWATER COLLECTION AND TREATMENT SERVICES**

For

STEWARTS LANDING, PHASE 1

Whereas, **KDS INVESTMENTS GENERAL PARTNERSHIP**, a Tennessee general partnership, is the owner of a certain tract or parcel of land in the 25th Civil District of Wilson County, Tennessee, by virtue of a deed of record in Book 1623, Page 808, in the Register's Office of Wilson County, Tennessee, and which tract has been subdivided into individual tracts by virtue of a plan known as **STEWARTS LANDING, PHASE 1**, the plat of which is of record in Plat Book 930, Page 382, in said Register's Office, to which reference is made for a more complete description of the subject property, and

Whereas, the owner of said tracts has contracted with the Water and Wastewater Authority of Wilson County, Tennessee to provide wastewater collection and treatment services, and

Whereas, it is the desire of **KDS INVESTMENTS GENERAL PARTNERSHIP** to fix, declare and establish the following Restrictive Covenants pertaining to wastewater collection and treatment services for said subdivision, which shall be covenants running with the land and shall be binding upon them, their successors and assigns including, but not way of limitation, persons in possession of any part or parts of said land as tenants or otherwise, and

Therefore, the following Restrictive Covenants shall apply to all building lots shown on the said Plat, including any subsequent amendments or modifications thereto:

“Each Lot in the subdivision to which these covenants, conditions and restrictions apply shall be connected to and be served by the decentralized sewer system provided by the Wilson County Water & Wastewater Authority, its successors and assigns. Each lot owner shall be obligated to pay the sewer fees and charges for sewer service, as such may exist or be amended from time to time, from the time water service is provided to the lot. In the event sewer services are not activated as to any lot, the owners of the lot shall pay an annual sewer access fee as established by the Authority. In the event of a default in the payment of charges and fees for the sewer service for a lot or access to such service, the owner of the lot consents to the termination of water service and sewer service. In the event of such a default as to any lot which is combined or utilized with an adjoining lot for any purpose, the owner of each lot consents to the termination of water service and sewer service to all lots so combined or utilized. Any such termination shall continue in effect until such default is remedied. Owners agree to pay reasonable costs of collection and of remedying a default, including court costs, reasonable attorney's fees, and

litigation expenses. The owner of each lot shall be obligated to abide by the Authority's Regulations as the same exist or may be amended from time to time in the future.

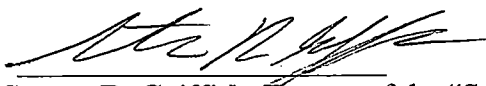
In the event a lot is used for a purpose other than single family residential, the owner shall be responsible for an increased Developer's Fee levied by the Authority.

Reference is made to the Developer And Owner Sewer System Installation Agreement executed by the Owner of the subject property at the time of its development, portions of which are applicable to purchasers from the said Owner. A copy of the said document may be obtained at the office of the Water and Wastewater Authority of Wilson County, Tennessee upon request. All applicable provisions of the said Agreement shall constitute covenants running with the land.

These Restrictive Covenants shall be binding and in effect for so long as the property is available for residential use or any other use requiring the availability of wastewater collection and treatment services and thereafter, until released by the Water and Wastewater Authority of Wilson County, Tennessee."

Witness our hands on this the 30th day of December, 2020.

Owner: **KDS INVESTMENTS GENERAL PARTNERSHIP**, a
Tennessee general partnership

By: 
Steven R. Griffith, Trustee of the "Steven R. Griffith
Irrevocable Trust, dated December 9, 2016
Title: General Partner

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared **Steven R. Griffith**, Trustee of the "Steven R. Griffith Irrevocable Trust, dated December 9, 2016, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself as such

Trustee to be the **General Partner** of **KDS INVESTMENTS GENERAL PARTNERSHIP**, a Tennessee general partnership, the within named bargainer, and that as such **General Partner**, executed the within instrument for the purposes therein contained on behalf of the Grantor, by signing his name as such **General Partner**.

Witness my hand and official seal this the 30th day of December, 2020.

Denise Carver
Notary Public

My Commission Expires:
2-19-2023

