

## Proposed Covenants, Conditions and Restrictions For

### “Anderson Farm”

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions (“Declaration”), is made and entered into on this \_\_\_ day of April, 2006, by Sheila Anderson (hereinafter “Owner”)

#### WITNESSETH:

WHEREAS, Owners owns the real property (“Property”) identified as The Anderson Farm on \_\_\_\_\_ of record in the Roane County Register of Deeds Office.

WHEREAS, Owner desires to maintain the beauty and integrity of the Property and to provide for the preservation of the values of the Property, and to this end, desire to subject the Property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof;

NOW THEREFORE, Owner hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions hereinafter set forth.

1. These covenants are to take effect immediately, upon the recording in the Register’s Office for Knox County, Tennessee, and shall be binding on all parties and all persons claiming under them until April 29, 2031, said covenants shall automatically be extended for successive periods of ten (10) years. These Covenants, Conditions and Restrictions can be changed in whole or in part at anytime by a vote of 6 of the 8 owners of tracts identified on plat of record at \_\_\_\_\_ in the Register’s Office for Roane County, Tennessee.

Each owner shall be entitled to one vote for each tract which he owns for the purposes of decision making on such matters affecting the enforcement of these restrictions or other matters that are of common interest to the owners of this subdivision; however, if a tract has more than one owner, the total number of owners of that tract shall constitute one vote. In the event of further sub-dividing, the new subdivision tracts must meet the same restrictions as provided herein, with each owner entitled to one pro rata share of vote of the original subdivision plat.

2. It is the purpose and intent of these restrictions to restrict development and use of this property to single family residential and customary home occupations.
3. If any tract owner, or their heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate or violating any such covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violation. In the event any tract owner retains counsel to enforce the Covenants and Restrictions, the prevailing party shall be entitled to his or her reasonable costs and expenses incurred in the proceeding.
4. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.
5. No more than one head per acre of horses or cattle may be raised and kept. Breeding of Animals is expressly prohibited. The intent is to restrict the use of animals for family use and enjoyment and to specifically prohibit other utilization of animals that would interfere with the residential development of the property. Barns may be constructed for horses and cattle as long as they are kept and maintained in good condition.
6. Subject to these restrictions, re-subdividing is permitted provided re-subdividing of tracts is approved by local and / or state Planning Commission and Health Department. In the event of further sub-dividing, the new subdivision tracts must meet the same restrictions as provided herein, with each owner entitled to one pro rata share of vote for each tract he owns of the subdivided tract for the purpose of decision making on such matters affecting the enforcement of these restrictions or other matters that are of common interest to the owners of this subdivision.
7. No tract shall be used or maintained for a dumping ground for rubbish, junk, trash, or motor vehicles of any nature. Trash, garbage, or other waste shall not be kept except in sanitary containers. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. All requirements, standards, and resolutions of the public health authorities of the County of Roane, and the State of Tennessee must be adhered to.

