

This instrument prepared by:
Furrow Auction Company
1022 Elm Street
Knoxville, TN 37921

Covenants, Conditions and Restrictions For

Hammer Property

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants, Conditions and Restrictions (“Declaration”), is made and entered into on this ____ day of May, 2006, by The Heirs of A.B. Hammer (hereinafter “Owner”)

W I T N E S S E T H:

WHEREAS, Owner owns the real property situated in Marshall County, Alabama, being depicted as Tracts 1 – 12 and 28 of The Final Plat Property of Hammer Estate Subdivision Recorded in Plat Book _____ Page _____ in the Register’s Office for Marshall County, Alabama. (“Property”) and

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, desires to subject the Property to the covenants, conditions 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 Marshall County, Alabama, and shall be binding on all parties and all persons claiming under them until April 30, 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 10 of the 13 owners of tracts identified as Tracts 1 – 12 and 28 of The Final Plat Property of Hammer Estate Subdivision Recorded in Plat Book _____ Page _____ in the Register’s Office for Marshall County, Alabama.

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. 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.
3. 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.
4. All tracts shall be used, improved and devoted exclusively to single-family residential purposes.
5. Breeding of livestock including, but not limited to, poultry and swine 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.
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 Marshall, and the State of Alabama must be adhered to.

