

## Proposed Covenants, Conditions and Restrictions For

### “Edwards Property”

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 Elenora Edwards (hereinafter “Owner”)

#### WITNESSETH:

WHEREAS, Owners owns the real property (“Property”) identified as The Edwards Property Subdivision on \_\_\_\_\_ of record in the Marshall 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 Marshall County, Tennessee, and shall be binding on all parties and all persons claiming under them until November 3, 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 3 of the 5 owners of tracts identified on plat of record at \_\_\_\_\_ in the Register’s Office for Marshall 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 subdividing, 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 Tennessee must be adhered to.
8. The heated and cooled interior living area of any one-story residence shall have a minimum floor area of 1,600 square feet. The heated and cooled interior living area of any residence of more than one story shall have a minimum floor area of 1,800 square feet. Basements (whether used for living area or not), open porches, garages, and breezeways shall not be included in computing the minimum floor area.
9. No residence shall be constructed on any lot which shall have an outside finish of any material other than brick, brick-veneer, stone, stone veneer, Perma-stone, Cast-a-stone, or equivalent, clapboard, Western cedar, board and batten, seasoned logs, vinyl siding or equal, Dryvit, stucco, and masonite. No bare foundation blocks (painted or unpainted) can show and must be covered with brick or other appropriate material. Roofs shall not have less than a 6/12 pitch. No galvanized metal roofing is allowed. Workmanship and materials must conform to the standard building practice for the State of Tennessee and shall be consistent with or superior to all construction in the subdivision, and shall meet the minimum requirements of the Federal Housing Authority.
10. No mobile home, manufactured home, basement, tent, shack, garage, camper, RV, barn, or other outbuilding erected on the tract shall at any time be used as a house trailer, residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence.
11. All open area that is in grass must be kept mowed and of neat appearance and all tracts shall have grass area mowed at least six times a year more than 1 month apart.
12. No junk, trash, or junk cars or boats that do not run on their own power are to be kept, stored or housed on the property.
13. No building shall be located on any tract nearer to the front lot line than 30 feet. The minimum side yard shall be 20 feet and rear shall be 20 feet in accordance with the regulatory bodies in authority.
14. Every residence shall fully comply with all laws and health regulations of the Marshall County Health Department and State Health Department. No outside toilets shall be permitted in the subdivision except during construction phase of a residence.

IN WITNESS WHEREOF, the said First Parties hereunder have executed this instrument the day and year first above written.

\_\_\_\_\_  
Elenora Edwards

STATE OF TENNESSEE )

) SS:

COUNTY OF \_\_\_\_\_ )

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, **ELENORA EDWARDS**, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, this \_\_\_\_ day of \_\_\_\_\_, 2006.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC