

**Proposed Covenants, Conditions and Restrictions For**  
**“Keith and Paulette Ooten Subdivision”**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions (“Declaration”), is made and entered into on this \_\_\_ day of April, 2007, by \_\_\_\_\_ (hereinafter “Owner”)

W I T N E S S E T H:

WHEREAS, Owners own the real property (“Property”) identified as \_\_\_\_\_ of record in the Register’s Office for Roane County, Tennessee.

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. **Term.** These covenants and restrictions are to take effect immediately, upon the recording in the Register’s Office for Roane County, Tennessee, and shall be binding on all parties and all persons claiming under them until April 30, 2032. After such time period, said covenants shall be deemed automatically extended for successive periods of ten (10) years, unless and until an instrument signed by at least three- (3/4) of the owners of the Property subject to these covenants and restrictions has been recorded in the Register’s Office for Roane County, Tennessee agreeing to change these covenant and restrictions in whole or in part. 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. **Residential Use.** It is the purpose and intent of these covenants and restrictions to restrict development and use of this Property to single family residential and customary home occupations as permitted by applicable zoning regulations or other governmental laws, rules and regulations.
3. **Improvement to Tracts and Construction Standards.** 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. All construction shall be carried out in compliance with the laws, code rules and regulations of all applicable governmental agencies and authorities. Every residence shall fully comply with all laws and health regulations of the Roane County Health Department and State of Tennessee Health Department. No outside toilets shall be permitted in the subdivision except during the construction phase of a residence.
4. **Setbacks.** No structure shall be located on any tract nearer to the front lot line, the side lot line, or the rear lot line than the minimum building setback lines required by the applicable zoning regulations.
5. **Re-Subdividing.** Subject to these covenants and restrictions, re-subdividing is permitted provided re-subdividing of tracts is approved by local and/or State of Tennessee Planning Commission and local and/or State of Tennessee 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

- 6. **Animals.** 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. No animals of any kind shall be kept or maintained on any tract for commercial or breeding purposes. A reasonable number of dogs, cats and no more than 1 horse or 1 cow per acre may be kept on each tract as long as they are kept for the use and enjoyment of the owner of said tract.
- 7. **Disposal of Trash; No Hazardous Substances; Refuse and Storage Areas.** No tract shall be used or maintained as a dumping ground for, or for the storage, keeping, or disposal of rubbish, junk, trash, garbage, motor vehicles of any nature, or other waste or hazardous substances. No junk, trash, or junk cars or boats that do not run on their own power are to be kept, stored or housed on any tract. Rubbish, trash, garbage, or other waste shall not be kept on any tract except for normal household rubbish, trash, garbage, and similar waste which shall be kept within closed sanitary containers temporarily prior to normal, regular collection. Garbage receptacles shall be in complete conformity with all 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.
- 8. **Temporary Structures.** No temporary building, trailer, bus, tent, shack, garage, camper, RV, camping unit, camping vehicle, barn, shed, outbuilding, or other building under construction shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence.
- 9. **Enforcement.** Enforcement of these covenants and restrictions shall be by any person or persons owning Property situated in said subdivision. If any Property 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 Property 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 Property owner retains counsel to enforce the covenants and restrictions, the prevailing party shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs and reasonable attorney's fees. Any award of damages received by parties in connection therewith shall constitute a lien upon the Property.

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

STATE OF TENNESSEE )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, \_\_\_\_\_, the within named bargainer, 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 \_\_\_\_\_, 2007.

My Commission Expires:

NOTARY PUBLIC