

## **CEDAR BEND RESTRICTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: That WADE NORRIS (hereinafter referred to as "Developer"), being, on the day hereof, the owner of all property contained in CEDAR BEND, a plat of which appears in the Register's Office of Madison County Tennessee, in PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, reference to which plat is hereby made, and the owner of all the lots onto which property is subdivided as shown by such Plat, and desiring to create and establish certain restrictions with respect to lots in CEDAR BEND, (hereinafter called "Subdivision"), and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as residential purposes, does hereby impress upon the property described in the legal description of this deed the following covenants and restrictions:

1. This lot in the Subdivision shall be used for private, residential purposes only.

2. "Owner" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluded are those having an interest in the affected lot merely as a security for the performance of an obligation.

3. **Any variance from these restrictive covenants permitted herein must be with the express prior written consent of the Developer.** "The Developer has the Express Right to grant a variance or waiver for a Lot Owner on a Particular Restriction or Requirement when in the Developer's sole discretion and judgment such a variance or waiver shall not substantially impair the stated purpose of these Restrictive Covenants. All such waivers shall be in writing and in recordable form."

4. **Fences:** All fences shall be constructed of new materials. Type of materials and locations of all fences shall require the expressed written approval of the developer.

5. **Outbuildings:** Any outbuilding, shed, or accessory building shall be constructed of new materials only and located behind the main dwelling. Any variance shall require the expressed written consent of the developer.

6. **Vehicle Storage:**

- A. No inoperable or damaged vehicle shall be located on any lot unless it is completely hidden from site and stored inside a stockade type wooden fence and located behind the main dwelling or it shall be stored inside an approved, enclosed outbuilding.
- B. Any operable vehicle larger than a pickup truck must be parked behind the main dwelling or parked in an enclosed garage or in an approved outbuilding.
- C. No trailers, boats, motorcycles, campers, or related types of vehicles or instrumentalities, shall be permitted on any lot in the subdivision, unless stored at all times behind the main dwelling or in an approved outbuilding.

7. **Prior to construction of a dwelling on a lot in the Subdivision, the owner of the lot must submit a detailed set of house plans, including the proposed site plan and materials proposed to be used in the construction, to the Developer for written approval thereof and no construction on any lot may be commenced without first obtaining said written approval of the Developer.** Once written approval has been obtained, construction on the lot must generally conform with the approved plans, and the owner may not in any way vary the materials proposed in the construction of the residence without the prior consent of the Developer. Developer may assign, transfer or terminate its rights and obligations as a Developer hereunder by execution and recording of an instrument assigning, transferring or termination such rights and obligations in the Register's Office of Madison County, Tennessee. Upon execution and recording of such instrument, Developer shall have no further obligations or rights with reference to the Subdivision as a Developer, except as stated in such instrument.

8. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris. **Each Lot Owner, beginning with the acquisition of the lot, shall bear total responsibility for all erosion control and shall see that all environmental rules and regulations are observed. Lot Owner shall ensure his or her contractor meets these obligations if Lot Owner employs a Contractor.**

9. **EXTERIOR CONSTRUCTION:**

- A. Each dwelling shall be constructed of new materials; any other exterior material shall be specifically approved in writing by the Developer.
- B. **No Mobile Home or Modular Home** of any type may be placed or located on any lot, without the expressed written approval of the Developer.
- C. No temporary residence or other temporary structure shall or previously used dwelling or accessory building shall be placed in the Subdivision. No open foundations or unsightly methods of construction shall be permitted on any lot in the Subdivision.
- D. All **garages or carports**, whether attached or detached must have the expressed written approval of the Developer.
- E. All driveway culverts and pipes must comply with local laws and ordinances.
- F. **Construction of any single family dwelling** erected on any lot in the Subdivision **shall be complete within eight (8) months** of the beginning of construction of said dwelling.

10. **Square Footage Requirements for the Main Dwelling:**

- A. **The Square Footage Requirements for All Lots shall be as follows:**  
Except with written approval of the Developer, any dwelling erected on any residential lot shall have an **interior heated ground floor area (whether level or split) of at least 1,000 square feet**, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, garages, and accessory buildings. **A one and one-half (1-1/2) or two (2) story dwelling may have a minimum interior ground floor area of 500 square feet** if such one and one-half (1-1/2) or two (2) story dwelling has a **total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 1,000 square feet.**
- B. No single family dwelling unit erected on any lot in the Subdivision shall exceed two and one-half stories in height (exclusive of basement).

11. **Setbacks:**

- A. No part of any dwelling or outbuilding or accessory building on any lot in the Subdivision shall be located within **40 Feet of the Front Property Line of the lot.**
- B. No part of any dwelling or outbuilding or accessory building on any lot in the Subdivision shall be located within **15 Feet of the Side Property Line of the lot.**
- C. No part of any dwelling or outbuilding or accessory building on any lot in the Subdivision shall be located within **30 Feet of the Rear Property Line of the lot.**
- D. If there is a conflict between any setback shown on the recorded plat of the lot, then such plat setback line shall control, **unless expressly approved in writing by the Developer prior to commencement of construction.** Any variance from these setbacks must comply with all local ordinances and planning commission regulations and be expressly approved in writing by the Developer.

12. **No clothes line(s)** may be placed or used on any lot, unless located behind the main dwelling.

13. **No trash containers will be permitted unless same are screened by fencing or shrubbery from public view.** All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances.

14. No lot in the Subdivision shall be subdivided without prior written approval of Developer.

15. The total ground area occupied by a dwelling and accessory building on any lot shall not exceed 25% of the total area of the lot.

16. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the Subdivision or other lot owners.

17. Each lot owner will be responsible for maintaining his lot in a reasonably neat condition and shall do nothing on a lot which render it unattractive, unsightly or a nuisance to the Subdivision or other lot owners.

18. Any heating or cooling system for a structure on any lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well or into a pond or lake; and shall meet all governing authorities regulations pertaining to same.

19. **No item of any nature may be placed, erected, constructed, or located on any lot without the express written approval of the Developer.** No permanent or temporary structure, ornament, statue, decorative item, clothes line, children's play house or playground equipment, wading pool, swimming pool, fountain, fence, building or other structure or movable property may be placed on any lot without the expressed prior written approval of the Developer. In the event any lot owner shall construct or place any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required by law, or varies the materials or construction proposed after construction begins without the prior written consent of the developer, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$3,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or

any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions.

20. If any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any person owning a lot within the Subdivision to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages thereof, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, in order to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

21. Each lot owner shall have an affirmative duty and obligation to ensure that during construction all work is carried out so as to minimize the negative environmental impact of the construction on each lot and the subdivision in general. Each job shall be carried out on a clear basis, with all trash and waste products kept in proper receptacles and removed from the job as soon as practical. Unsightly and offensive materials and supplies shall not be allowed to remain or be stored on the property. Each owner shall take all reasonable precautions to prevent run-off, mud, and the spread of trash or waste from the job site to other lots and the subdivision in general. The lot owner will be responsible to ensure this covenant will be observed and shall be responsible for the acts of his contractor, his subcontractor or any of his agents which fail to observe this covenant. In the event of a breach of this covenant the Developer shall have the right, as his sole option and discretion, to have independent contractors correct any violation of this covenant and to charge the individual lot owner with the costs of correction of this violation and all costs of enforcing this provision; including, but not limited to a reasonable attorneys fee. The Developer shall have the additional right to file a lien in the Registers Office of Madison County Tennessee, which shall constitute an encumbrance on the individual lot until the cost and fees are paid to discharge that item, and shall have the right to foreclose that lien if the items remain unpaid. These specific rights and remedies are cumulative to any other rights the developer may have; and developer reserves the right to seek other remedies and damages for violation of this restriction as outlined in the remainder of these restrictive covenants and under the law in general.

22. The Developer has no obligation to enforce the Restrictive Covenants at any time during the sale of lots or after lots are sold. The Developer and/or any lot owner has the right to enforce the Restrictive Covenants, but no party has the obligation to enforce the Restrictive Covenants.

**EFFECTIVE DATE**

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in CEDAR BEND their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed of public record in the Register's Office of Madison County, Tennessee. These Covenants, Conditions and Restrictions become effective upon the recording of this document in the Register's Office of Madison County, Tennessee.

IN WITNESS WHEREOF, the undersigned has caused the execution of this document on this the 9<sup>th</sup> day of February, 2009.

BY: Wade Norris  
Wade Norris, Owner/Developer

STATE OF TENNESSEE  
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, Lee Godfrey, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Owner/Developer of CEDAR BEND. And that he, as such Owner/Developer, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal, at office on this 9<sup>th</sup> day of February, 2009.

My commission expires: 5-18-2010

Sydney R. Replogle

