

This Instrument Prepared by:
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RESTRICTIONS AND COVENANTS

Let it be known that, Titus Holdings, GP, a Tennessee general partnership, is the owner of a certain tract of land consisting of approximately 15 acres of land which is located on Lazenby Road in Fayette County, Tennessee and identified as Map 065, Parcel 012.03 according to the Records of the Fayette County Property Assessor, said title having been vested in the General Partnership by Warranty Deed dated March 2, 2022, appearing of record in the Register's Office of Fayette County, Tennessee, as Instrument No. 22001785. The subject 15 acres being what remains out of the original 48 +/- acres as described in said Warranty Deed and being more particularly described as follows:

TRACT 2

Part of the Titus Holdings GP property, as recorded in Instrument No. 22001785, being Part of Parcel Number 012.03, Map 065, located in the 8th/ Civil District of Fayette County, Tennessee, and being more particularly described as follows: Commencing at a found cotton picker spindle in Lazenby Drive, being the southwest corner of the Titus Holdings GP property (Inst No. 22001785) and being in the east line of the William Glenn Reeves property (Inst No.20004093); Thence with said Lazenby Drive the following twelve (12) courses: (1) N 35°21'43" E a distance of 35.13 feet to a point; (2) N 60°05'52" E a distance of 32.73 feet to a point; (3) N 81°57'10" E a distance of 34.92 feet to a point; (4) S 87°46'01" E a distance of 113.15 feet to a point; (5) S 86°29'10" E a distance of 442.80 feet to a point; (6) S 87°58'41" E a distance of 236.00 feet to a point; (7) S 86°11'39" E a distance of 253.42 feet to a point; (8) N 88°45'06" E a distance of 44.46 feet to a point; (9) S 67°40'20" W a distance of 36.53 feet to a point; (10) N 43°43'39" E a distance of 31.28 feet to a point; (11) S 25°27'11" W a distance of 41.45 feet to a point; and (12) N 12°11'31" E a distance of 64.22 feet to a set nail at the Point of Beginning; Thence N 21°46'06" W, along a new line, a distance of 419.00 feet to a 8" wood fence corner post; Thence N 00°07'11" E, along a new line and with a fence, a distance of 775.33 feet to a point (cross-tie fence post 1.4' south) in the south line of the William A. Reeves, Jr property (Inst No.12005371); Thence S 86°34'23" E, along said south line, a distance of 699.92 feet to a found steel fence post in the west line of the Wanda Jones Parker & Joyce C. Jones property (Inst No.17002942); Thence S 03°29'10" W, along said west line, a distance of 399.77 feet to a found iron pin; Thence N 81°53'54" W, a distance of 28.76 feet to a wood fence corner post; Thence S 03°22'10" W, along said west line, a distance of 604.85 feet to a found cotton picker spindle in said Lazenby Drive; Thence with said Lazenby Drive the following seven (7) courses: (1) N 87°40'18" W a distance of 298.73 feet to a point; (2) S 86°38'50" W a distance of 60.55 feet to a point; (3) S 70°16'31" W a distance of 39.91 feet to a point; (4) S 53°12'49" W a distance of 24.67 feet to a point; (5) S 39°18'29" W a distance of 23.90 feet to a point; (6) S 25°47'41" W a distance of 26.39 feet to a point; and (7) S 12°11'31" W a distance of 63.38 feet to the Point of Beginning, Contains 15.03 Acres of Land, more or less.

FURTHER, LET IT BE KNOWN that the General Partnership, by recording this Instrument, is hereby subjecting the Property to Restrictions and Covenants as set forth below:

1. All homes shall be constructed or supervised by a licensed and registered builder with the State of Tennessee.

2. All lots are hereby restricted to private residential dwellings for residential use.
3. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building of temporary character shall be used on any portion of said Property at any time as a permanent residence, either temporarily or permanently.
4. No manufactured home, mobile home, modular home or similar structures shall be erected or placed on any lot, either as a dwelling or for any other purpose, whether temporary or permanent provided that this covenant shall not prohibit a small construction trailer placed by the builder during construction of a dwelling.
5. The minimum square footage for a residence shall be 2,000 heated and cooled square feet. Minimum setback from any road shall be 40 feet.
6. Any dwelling shall have a certificate of occupancy issued by the Fayette County Department of Code Enforcement or other entity which may possess the legal authority to issue such a certificate.
7. All buildings, including any freestanding buildings or other structures erected, shall conform to the applicable setback requirements of the zoning law having jurisdiction, provided, additionally, that on no lot shall any accessory building be located nearer to the street than the rear building line of the principal building.
8. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
9. The owner of each lot(s) shall be responsible and held liable for maintaining, whether or not any improvements have been made thereon, the condition of his/its lot(s), including but in no way limited to, clearing of any trash or litter, having the grass cut to a reasonable length and keeping the property in a general state of repair so as not to disturb or aesthetically offend the character of the surrounding lots.
10. No animals or livestock of any kind shall be raised, bred or kept on any lot; except horses, dogs, cats, or other household pets provided they are kept, not bred or maintained for any commercial purpose.
11. Horses shall be pastured at a total population of not more than two (2) live horses and one (1) yearling colt per two (2) acres of fenced pastureland.
12. No commercial use shall be made of any lot except a discreet and incidental home occupation conforming to all applicable provisions of the zoning law having jurisdiction. No lot may be used for incidental or principal out door storage, maintenance or repair of any equipment used in the conduct of a business.
13. No obnoxious or offensive trade or activity shall be carried on upon any parcel referenced herein nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.
14. Purchaser shall take title subject to the covenants, conditions and restrictions which shall be recorded with and referenced herein. The covenants, conditions and restrictions shall be binding and run with the land.
15. Without limiting any other provisions of these restrictions, these restrictions may be enforced by a majority of the owners through civil action, including without limitation injunctive relief or to prohibit or abate a violation or to recover damages resulting there from. In any such action or proceeding the prevailing party will recover its cost and a reasonable attorney's fee in addition to other relief. Failure to enforce these restrictions will not prohibit the enforcement in the event of any future violation, whether of the same provision or a different provision.
16. Invalidation of any one of these covenants by judgement or court order will in no way affect any of the other provision which will remain in full force and effect. These covenants are to run with the land, and will be binding on all parcels and property within the real property described herein

and all persons owning any portion thereof, however, said covenants shall not be binding on the 33.00 acres sold prior to the execution of these covenants. Such covenants will run for a period of thirty (30) years from the date these covenants are recorded, after which time, said covenants will be automatically extended for successive periods of ten (10) years each. These covenants shall be continuing as set forth herein, but may be amended in whole or in part upon the execution of an instrument signed by two thirds (2/3) of the ten owners of the parcels and upon the recording of said instrument agreeing to change said covenants(s).

THESE RESTRICTIONS & COVENANTS ARE CONTINUING AND SHALL RUN WITH THE LAND.

Witness the signatures of the parties hereinabove on this the _____ day of March, 2023

TITUS HOLDINGS, GP

By: _____

Title: _____

STATE OF TENNESSEE

COUNTY OF FAYETTE

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared _____, being a General Partner of Titus Holdings, GP, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a General Partner of Titus Holdings, GP, the within named bargainor, and that he, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself as such General Partner.

WITNESS my hand and seal at office this _____ day of March, 2023.

NOTARY PUBLIC

My commission expires:
