

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TISDALE FARMS**

This Declaration is hereby made on this the _____ day of _____, 2020, by Lee Hawkins, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property lying and being situated in the City of Madison, Madison County, Mississippi, consisting of lots 1 thru 4 of **Tisdale Farms**, a subdivision according to a map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, in Plat Cabinet ____ at Slot _____ and,

WHEREAS, the Declarants desire to create and develop thereon a single family residential community; and,

WHEREAS, Declarants desire to impose certain restrictions and protective covenants upon said lots for the protection of Declarants and all future owners and purchasers of residential lots lying within said subdivision.

NOW, THEREFORE, Declarants do hereby covenant and agree respecting all of said lots in Tisdale Farms with all purchasers and future owners of each and any of said lots, the following protective covenants shall apply to each and every one of the lots located in Tisdale Farms to wit:

1. All lots, with no exceptions, shall be known, described, and used as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one (1) dwelling, not to exceed two and one-half stories in height, together with an accessory building not to exceed five percent (5%) of the rear yard.

~~2.~~ Construction plans and designs of each dwelling shall be in accordance with architectural criteria as set forth by Declarants. Each dwelling unit shall contain a minimum of Three Thousand (3,000) square feet of heated and cooled living area. Declarants shall review and approve each building plan, specifications and schedules for each dwelling unit and accessory building prior to initiation of construction.

3. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including, but not limited to: drinking alcoholic beverages in the front yard and playing loud music outside of the house.

4. Buildings constructed on the aforesaid lots shall be located as allowed, agreed upon and approved by the governing authority and as allowed by the recorded plat of Tisdale Farms. All easements for the installation and maintenance of utilities, and drainage facilities are reserved as shown on the recorded plat of Tisdale Farms.

5. No structure of a temporary nature such as a tent, shack, garage, basement or other out-building, other than permitted by Paragraph 1 herein shall be used on any lot in said subdivision at any time, nor shall any house trailer or any other movable living quarters be located on any lot in said subdivision at any time. No boat or boat trailer, jet ski, recreational vehicle, 4-wheeler or motorcycle shall be parked in front of any said lot or dwelling.

6. A maximum of three (3) pets may be kept, but shall be kept fenced in, and shall not be allowed to roam free. Invisible wireless fences shall be allowed.

7. No clothes line shall be erected on the property.

8. All fencing shall be approved by Declarants. There shall be no chain link fences.

A fence permit from The City of Madison is required.

9. No house shall be no closer than 100 feet to the front property line, 50 feet to the rear property line, and 25 feet to the side property lines.

10. Each lot owner shall maintain the appearance of his lot and structures in high quality condition. The grass, flowers, and shrubbery must be kept in orderly fashion. Grass and shrubbery must be trimmed or cut on a regular basis. Lot owners shall not permit junked or abandoned vehicles, or similar items to be stored on the property or on the street.

11. Satellite dishes 36" in diameter and smaller shall be allowed but must be located behind the house and shall not be seen from the street.

12. No lot/parcel shall be subdivided.

13. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty years from the date of recording of the covenants, at which time the covenants shall be automatically extended thereafter for successive ten year periods unless the majority of the then owners of lots in Tisdale Farms shall, by written instrument filed and recorded in the office of the Chancery Clerk of Madison County, at Canton, Mississippi, agree that these covenants shall either be changed in whole or in part, or agree that the same shall be terminated and rendered null, void, and of no further effect.

IN WITNESS WHEREOF, Declarants have executed the above and foregoing instrument, this the _____ day of _____, 2020.

Lee Hawkins

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named Lee Hawkins who, stated and acknowledged to me that he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated as his act and deed.

GIVEN UNDER MY HAND AND SEAL THIS the ____ day of _____,2020.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

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NOTARY PUBLIC

My Commission Expires:

[SEAL]