

536-13

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mail
James L. Stanley
2024 Aldenwood Dr.
Highland, Tenn. 37035

RESTRICTIVE COVENANTS
RIVERWOOD

WHEREAS, Stanley Construction Company, a Tennessee Corporation, and Payne Construction Co., a Tennessee Corporation, and Kenneth L. Ficken, hereinafter collectively referred to as Developers, are the owners of Lots 1 thru 24 and Lot 25 and Lots 28 thru 34, Riverwood, as shown by plat of record in Plat Book 44, page 98, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the plan of Developers to devote said Lots 1 thru 34, Riverwood, to restricted residential purposes;

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owners, as well as the future purchasers of said Lots 1 thru 34, Riverwood, this declaration and agreement is made:

Each and every conveyance of any one of said Lots 1 thru 34, Riverwood, shall be subject to conditions, reservations, covenants and agreements, which will run with the land, as follows:

(a) All of said lots shall be, and be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one detached single family dwelling, with attached garage, which may also be located in the basement, and which must be for a minimum of two cars.

(b) No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity or for any commercial purpose.

(c) No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to any side setback line, or nearer than 10 feet to any interior lot line. No structure, other than a swimming pool, outdoor fireplace, etc., of approximately ground level construction, shall be located nearer than 25 feet to any rear lot line.

(d) It is provided that not more than one dwelling house shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or re-arrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developers do hereby reserve the exclusive right to use a lot or part of a lot as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands, and Developers reserve the exclusive right to grant, transfer and convey those rights to others.

(e) No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. None of the following shall be placed upon or kept upon a lot or in or on the streets in the subdivision, unless they are kept inside the garage: tractor-trailers, motor homes, mobile homes (trailers), campers, boats, boat trailers or school buses.

PREPARED BY
HALE, HALE & MCINTURFF
ATTORNEYS AT LAW
726 CHERRY STREET
CHATTANOOGA, TENNESSEE
37402

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(f) No part of any lot shall be used for residential purposes until, first a completed dwelling house, conforming fully to the provisions of this Instrument, shall have been erected thereon, the intent of this paragraph (f) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction. Notwithstanding anything herein to the contrary, Developers reserve the continuing right to maintain the temporary field office and the construction office trailer (that now happens to be located on Lot 1, Riverwood) on any unsold lot in the subdivision as long as Developers are engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision.

(g) Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.

(h) No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screened or glassed-in porches, garages, caves, steps, and basements (whether finished or not), set forth below:

- (1) A 2-story residence with attached double garage, 1,300 square feet on main floor with a total of 2,200 square feet on main and upper floors.
- (2) A 2-story residence with double garage in basement, 1,600 square feet on main floor with a total of 2,600 square feet on main and upper floors.
- (3) A 1-story or split foyer residence with attached double garage, 2,000 square feet.
- (4) A 1-story or split foyer residence with double garage in basement, 2,200 square feet.
- (5) A 1-1/2-story residence with attached double garage, 1,600 square feet on main floor with a total of 2,600 square feet on main and upper floors.
- (6) A 1-1/2-story residence with double garage in basement, 1,800 square feet on main floor with total of 2,800 square feet on main and upper floors.
- (7) A split-level residence with double attached garage in basement, 2,600 square feet not counting finished basement space.
- (8) A split-level residence with double garage in basement 2,800 square feet not counting finished basement space.

(i) All foundation elevations (front, side and rear) and all chimneys and all retaining walls and all masonry units housing mailboxes shall be veneered with brick, stone or stucco (which is allowed only if the house is generally of stucco finish).

(j) Each lot in the subdivision must have a mailbox which must be housed in a lighted masonry structure of brick, stone or stucco (which is allowed only if the house is generally of stucco finish).

(k) No artificial stone, brick or asbestos siding is to be used in the construction of a dwelling.

(l) No fences will be permitted to be erected or maintained on a lot without the prior written approval of Developers. Under no circumstances shall a chain-link fence be approved. If a fence is approved by Developers, then it must be constructed of wood or brick or stone or stucco (which will be allowed only if the house is generally of stucco finish). All fences which are approved must be located behind the rear line of the dwelling and that line extended to the lot's side lines, except, as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation of the residence extended in a direct line to the rear lot line.

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(v) No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period, and signs referring only to the premises on which displayed. No such sign shall exceed nine (9) square feet in size nor have an over all height exceeding four (4) feet above ground level.

(w) No television, radio or other signal receiving device, whether the signals are transmitted by mass communication systems or privately owned systems of a non-mass communications nature, nor any television satellite dishes shall be erected or maintained on any of said lots.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any Court of record to be invalid, such action shall in no way affect any of the other provisions, which shall remain in full force and effect, the Developer hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and everyone of said lots of land and all title to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 1, 2000, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years thereafter unless, by action of a minimum of sixty-six and two-thirds percent (66-2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further, that the instrument evidencing such action must be writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee. Neither the undersigned, nor any part or parties claiming under the, shall or will convey, devise or devise any or either of said lots, or any part of same, except as being subject to these covenants, conditions and restrictions, and the obligation to observe and perform the same. These covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

If any party or parties shall violate or attempt to violate any of the covenants or restrictions herein provided for before January 1, 2000, or within the extended time as hereinbefore provided for, it shall be lawful for Developers, their respective successors, heirs or assigns, or any person or persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions, and, either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees.

It is expressly stipulated and provided that none of the provisions of this document shall apply to Lots 35 and 36, Riverwood.

We, John H. Craze and wife, Jo Ellen Craze, as the owners of Lot 25, Riverwood, do hereby, by joining in the execution of this document, consent to the application hereof to said Lot 25, Riverwood.

We, Charles D. Wagner and wife, Elizabeth F. Wagner, as the owners of Lot 27, Riverwood, do hereby, by joining in the execution of this document, consent to the application hereof to said Lot 27, Riverwood.

IN WITNESS WHEREOF STANLEY CONSTRUCTION COMPANY has hereunto caused its corporate name to be signed by its duly authorized officer, FAYNE CONSTRUCTION CO. has hereunto caused its corporate name to be signed by its duly authorized officer, I, KENNETH L. FICKEN have hereunto set my hand, we, JOHN H. CRAZE and wife, JO ELLEN CRAZE have hereunto set our hands, and we, CHARLES D. WAGNER and wife, ELIZABETH F. WAGNER have hereunto set our hands, all to be effective as of the 27th day of October, 1988.

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(m) Each residence constructed upon a lot must be served by a driveway, paved with concrete, brick, laid stone or asphalt.

(n) In the construction of a residence upon a lot, the lot owner shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.

(o) No bathhouses will be permitted to be erected or maintained without the prior written approval of Developers of its location, style, material and size.

(p) Before any construction is commenced or carried on upon any lot, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Developers, and written approval thereof by Developers must be procured. Said plans and specifications submitted will be kept on file by the Developers. Because of the Developers intense concern that all of said lots develop into a subdivision of character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such considerations as: how the architectural style fits in with other homes constructed and being constructed in the subdivision, roof pitch, masonry and siding materials, window placement, driveway and garage door location, and the like.

(q) No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

(r) Whether expressly stated or not in any Deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

(s) All of said lots in said subdivision must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an owner fails, of his own violation, to maintain his lot in a neat and orderly condition, Developers may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks, and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clean and clear of concrete blocks, concrete, and building materials while residence is under construction.

(t) There shall be no detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus a bathhouse will not have to be connected or attached to the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as otherwise set forth herein.

(u) In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by Developers joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on that side will be necessary. Further, Developers reserve the right and privilege to waive minor violations of these Restrictive Covenants when the same do not, in their judgment, materially adversely affect the purposes sought to be attained by these Restrictive Covenants, and providing further that the same shall not be in violation of any zoning applicable thereto, or that variance from the proper zoning authorities as to any such zoning violation shall have also been obtained.

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STANLEY CONSTRUCTION COMPANY
 BY: [Signature]
 TITLE: _____
 PAYNE CONSTRUCTION CO.
 BY: W.R. Payne President
 TITLE: _____
Kenneth L. Fickler
 KENNETH L. FICKLER
[Signature]
 JOHN H. CRAZE
[Signature]
 JO ELLEN CRAZE
Charles D Wagner
 CHARLES D. WAGNER
Elizabeth F Wagner
 ELIZABETH F. WAGNER

Signatures not legible
for filing.

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 31st day of October, 1988, before me personally appeared James A. Stanley with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of STANLEY CONSTRUCTION COMPANY, the within bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Officer thereof.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC

My commission expires:
2-27-89

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 31st day of October, 1988, before me personally appeared W.R. Payne with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of PAYNE CONSTRUCTION CO., the within bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Officer thereof.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC

My commission expires:
July 26, 1997



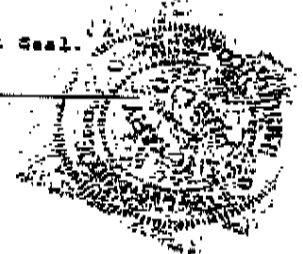
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STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 2 day of November, 1988, before me personally appeared JOHN H. CRAIG and wife, JO ELLEN CRAIG, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC



My commission expires:

My Commission Expires Feb 26, 1990

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 2nd day of November, 1988, before me personally appeared CHARLES D. WAGNER and wife, ELIZABETH F. WAGNER, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

[Signature]
NOTARY PUBLIC



My commission expires:

09-05-90

F 19 23

IDENTIFICATION
REFERENCE

Nov 3 10 47 AM '88
SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

11/03/88 MISC

24.00

**24.00 C



-8-1053444262

Date: 9/14/2005
To: Solid Earth Document Fax Service
Fax#: 256-382-4647
From: SUZZANNE LEE
Re: Plat Map For MLS#: 1053444

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