

Prepared by
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DECLARATION OF RESTRICTIVE COVENANTS
FOR
RIVER STONE SUBDIVISION

WHEREAS, the undersigned are the owners of certain lands located in the 3rd Civil District of Grainger County, Tennessee, known as **River Stone** and being more particularly described on a plat of record in Plat book _____, page _____, Grainger County, Tennessee Register of Deeds Office.

WHEREAS, it is part of the development plan of said land that the same shall be restricted according to use and development.

NOW THEREFORE, in consideration of the premises, and for the protection of the present and future owners of lots in **River Stone** the following special covenants and restrictive covenants and conditions which are hereby made covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof.

1. **BUILDING TYPE AND CONSTRUCTION.** No structures shall be erected, altered, placed, or permitted to remain on any lot other than a detached single family dwelling. All driveways shall be concrete or asphalt. The outside finish of all buildings shall be of log, wood siding, vinyl siding, brick, stone, synthetic stucco, or any masonry type product, as well as all of the foundation of the dwelling. This includes exposed basements. No exposed concrete block shall be permitted. No dwelling on any lot shall consist of more than 70% vinyl siding. 30% of home must be brick or stone veneer on front of home. If the home is a 100% log home the 30% rule does not apply on front of home. Roofs shall be approved asphalt shingles, colored metal or better materials with 8/12 pitch or better. There must be a minimum two car garage. No structure shall be moved onto any lot in this subdivision. No apartment buildings or multiple residences will be allowed. All improvements must be completed within 12 (twelve) months of the commencement of construction. This includes the finished driveway, which must be concrete, as well as all landscaping, grass, sidewalks, and the removal of all excess materials, trash and equipment.

2. **DWELLING MINIMUM SIZE.** No dwelling shall be permitted on any lot exclusive of open porches, breezeways, lofts and garages of less than fifteen hundred (1500) square feet. For multi level homes the main floor minimum is to be fifteen hundred (1500) square feet excluding basement, garage, porches, breezeways, lofts, etc.

3. **BUILDING LOCATION.** All houses must be stick built on site and completed within one year after construction has begun. Minimum building setback requirements are 30 feet on road rights-of-way; 10 feet on all sides and 10 feet on the rear. The street right-of-way, and not the actual roadbed, will be used for measuring the building setbacks unless county set backs supersede.

4. **HOUSE PLAN REVIEW.** Prior to the construction of, but not limited to, any home, utility building, garage, pool, fence, wall, storage building, shed, or any new construction of any other kind, on any lot in any phase, either attached or unattached to the main residence, said owner of lot or home shall submit a set of plans or drawings

showing the size, location, materials of construction, date of beginning and completion of the construction project, for the expressed written consent by the Developer or his assigns. Said Developer or his assigns shall have 30 days to review and give written approval, or a list of required changes, or a denial of said plans or concept. All utility buildings, storage buildings etc. shall be constructed of the same material as the main residence and have the same general overall appearance as the main residence. Neither the Developer nor his assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval of said plans, construction or liability thereof.

5. COMMERCIAL BUSINESS. There shall be no commercial businesses on any lot except that business conducted by the Developer for the purpose of constructing homes and marketing them to the general public by any means deemed necessary by the Developer. Developer may build and maintain a model home or homes on any lot, and use such model or models as a sales office.

4. NUISANCES. 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 to the neighborhood. Specifically, there shall be no junkyards, landfills, hazardous waste sites, chicken houses or commercial hog farms. The allowing of junk or other debris to accumulate in the yard or upon the premises and the allowing of dismantled or partially dismantled automobiles or burned buildings not repaired or removed within sixty (60) days shall all be considered nuisances and is expressly prohibited. No junk cars are permitted on said lots. Inoperable vehicles or vessels are prohibited. All vacant lots must be mowed a minimum of twice annually. Grass is to be kept less than one foot tall.

5. TEMPORARY STRUCTURES. One outbuilding per lot is permitted provided the exterior material is the same as the material on the house and contains a minimum of 100 square feet and cannot be larger than the square footage of the main floor of the home. A mobile home or house trailer, pre-fabricated or modular shall not be permitted on said lots. No trailer parks or mobile home parks shall be allowed. No commercial businesses shall be run from said lots.

6. FENCES. Fences shall be permitted so long as they are constructed of vinyl, aluminum or wood and placed in the rear yard of the residence and does not exceed a height of five (5) feet. No other materials shall be used to construct a fence unless such material and design are approved by the developers or their assigns.

7. LIVESTOCK AND POULTRY. No poultry or swine shall be permitted on said lots. Livestock such as horses, cattle, etc. shall be allowed. There shall be only one (1) animal per acre owned. Dogs, cats or other household pets are ok; provided they are not kept, bred or maintained for commercial purposes. Livestock or pets may be placed on the property after the primary residence is complete.

8. RESUBDIVISION OF TRACTS. No lot or tract may be re-subdivided except for the purpose of enlarging an adjoining lot or lots. The developer and/or their assigns retain the rights to re-subdivide any lot that they have original ownership of in the subdivision.

9. SEPTIC TANKS. All dwellings must be connected with septic system and no outside toilets shall ever be permitted upon any lot.

10. UTILITY WATER. All homes must be connected to the utility water that has been provided to the development

12. UNDERGROUND UTILITIES. All utilities serving each lot must be underground from the street to the house.

13. DRAINAGE AND UTILITY EASEMENTS. An easement is reserved over the outer ten (10) feet of all interior lot lines for drainage and utility

installation and maintenance, and further, a ten (10) foot easement for the same purpose is reserved over all lot lines that abut the exterior of the subdivision lines, and an easement over the front ten (10) feet of each lot is reserved for utility installation and maintenance. Under this item, the use of two or more lots for one family unit shall be considered "one lot." The recorded subdivision map has additional drainage easements.

14. **SATELLITE DISHES.** Satellite dishes and television and/or radio antenna shall be allowed. However, the same shall be mounted on the house and no larger than 36 inches so as not to create a nuisance or unsightly attraction in the development.

15. **TERM.** These restrictive covenants shall run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time these restrictive covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then owners of the lots herein restricted has been recorded, changing said covenants in whole or in part. Said covenants may be amended or changed at any time by a majority vote of all lot owners. Each lot equals one vote.

16. **ENFORCEMENT.** In the event any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of the violation shall be subject and liable at the suit of any interested owner or holder of any group of owners or holders of any lot or lots, or of the then constituted public authorities, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions.

17. **SEVERABILITY.** Invalidation of any one or more of these covenants by judgment of a court shall in no manner affect any of the other provisions, which shall remain in full force and effect.

18. **AMENDING/WAIVING OF RESTRICTIONS.** Developers have reserved the right to amend or waive these restrictions at anytime so long as at least one of the developers own one or more lots.

19. **SIGN EASEMENT.** The entrance sign located on lot # 34 shall have an easement allowing one or all lot owners to maintain the sign and landscaping. Said easement description shall be in the deed of lot #34 prior to transfer.

IN TESTIMONY WHEREOF, that I have hereunto set my signature the ____ day of _____, 2006.

Rodney R. Manning

Mark A. Jackson

Michael L. Ogle II

**STAE OF TENNESSEE
COUNTY OF JEFFERSON**

Personally appeared before me, _____, a Notary Public in and for State and County aforesaid, **Rodney R. Manning, Mark A. Jackson and Michael L. Ogle II** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this ____ day of _____, 2006.

My Commission Expires:

Notary Public