

PROTECTIVE AND RESTRICTIVE COVENANTS
OF
RIVER POINT
LOTS 1-74

WHEREAS, Ayers I. P., Roger Ball and James Kenneth Phillips are owners of the following described subdivision known as River Point, which has been subdivided and recorded and which they propose to restrict by this instrument, and whereas said subdivision known as River Point, in Grainger County, Tennessee, and a map or plat of the said subdivision is of record in the Registers Office of Grainger County, in Plat Book 4, Page 70 at the courthouse in Rutledge, Tennessee

WHEREAS, it is now desired and the intention proposed for the benefit and protection of the present owners and the purchaser or purchasers of a lot or lots in this subdivision, and in order to establish a sound value for these lots, to record these restrictive covenants so that they may be binding and enforceable, and of public record

These covenants take effect immediately and shall be binding on all parties and all persons owning lots in River Point, or claiming under them, for a period of twenty-five (25) years, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by vote of a majority of the owners of the lots (based upon the number of lots owned rather than the number of owners) it is agreed to change said covenants in whole or in part. These covenants are imposed upon the lots of said subdivision and shall be construed as covenants running with the land.

Any violation of these restrictions by any grantee, his heirs assigns, or successors in interest shall be subject to proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and said proceedings may be brought by grantors, or any owner of any lot in River Point, to prevent any violation and/or to recover damages for such violation (s)

If at any time it becomes necessary to enforce any restriction by court proceeding all reasonable attorneys fees and court costs shall be taxed to the defendants if the court finds the restriction to be valid and enforceable.

NOW, THEREFORE, in consideration of the premises and for the purposes herein set forth the undersigned, Roger Ball, Ayers I. P., and James Kenneth Phillips, binds themselves, their heirs, executors, administrators, successors and assigns, to impose the following covenants that run with the land or lots in said subdivision herein above referred to and described as follows.

1. All lots shall be used for residential purposes only. No business or commercial activity of any nature shall be allowed on any tract. Any subsequent subdivision of any tract must be done in accordance with all applicable laws and regulations.

2. All residences built or placed on a tract must have a minimum square footage of heated living space of fourteen hundred (1400) square feet on the main level excluding basements, garages, porches, and decks. All structures must have solid masonry foundation covered with brick, stone, or drive-it. There shall be no metal roofs except those with commercially factory painted surfaces. Exterior siding may be of any combination of materials as long as they are factory prepared and commercially produced. Rough lumber is not an acceptable siding. There shall not be any manufactured homes on this property. All homes shall be at least ninety percent (90%) stick built on site.

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STATE OF TENNESSEE
IN SENATE
February 2, 1958
No. 301 910
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Approved by _____

3. A fifteen (15) foot easement reserved on all lot lines is shown on the plat plan for utility installation, drainage, and maintenance in addition to easement already existing by utility companies, except where two (2) or more lots are under common ownership then easements apply to exterior lot lines.
4. All lots must be mowed at least two (2) times during the summer. Any lots the developers own must be mowed at least one (1) time during the summer.
5. No tracts shall be used as a dumping ground for rubbish, trash, garbage, or other waste matter. Garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material should be kept in clean and sanitary conditions.
6. No junk cars, junk motors or junk materials can be moved on any lots and no lots shall be used for any storage of any personal property which might be offensive to the neighbors.
7. No fowl or swine of any kind shall be allowed on this property. Owner may keep one (1) horse, pony, llama, or other domestic type animals per acre. Domestic pets such as dogs and cats may be kept as long as they are controlled to the lot and limited to a maximum of three (3) per household.
8. Every lot with the residence shall have a septic tank which shall be installed in such a manner as to comply with applicable laws and regulations as prescribed by the Grainger County Health Department. Each home constructed on this property shall be hooked up to the Holston River Bend Utility District Water Supply. No water wells may be dug on any lots or tracts.
9. No on-street parking shall be permitted for cars, boats, campers or over-the-road vehicles and tractor-trailers. No motor vehicles in an inoperative condition shall be kept open to public view for a period in excess of thirty (30) days.
10. Real Estate signs shall be limited to one (1) sign, not to exceed three (3) square feet of advertising space, advertising the property for sale or rent. This will also apply to contractor signs advertising property during the construction sales.
11. Storage buildings or barns built on the property will be constructed of the same or equivalent material as the main residence and will be properly maintained.
12. Any fencing on property must be wood or chain link which is new at the time of installation.
13. No obnoxious 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 nuisance to the neighborhood.
14. The minimum pitch on all roofs of homes and dwellings constructed, shall be a minimum of six-twelve (6/12).
15. All residences or structures on said lot should be set back from the nearest front street at least thirty (30) feet and not nearer than fifteen (15) feet to any side lot line or rear property line unless further restricted on the plat on the river side of the property, which is more than fifteen (15) feet from the rear property line.
16. The exterior of all homes must be completed within one (1) year after the construction begins. No trailer, basement, tent, garage, barn or other out buildings erected in the subdivision shall at any time be used as a residence temporarily or permanently.
17. All pre-existing structures will be grandfathered.

Witness my hand this 22 day of October, 1998

Roger Hall
Roger Hall

Ayers I.P.B. / Ayers I.P.B. / Ayers I.P.B.
Ayers I.P.

James Kenneth Phillips
James Kenneth Phillips

STATE OF TENNESSEE
COUNTY OF CLAIBORNE

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainors, Roger Hall, Ayers I. P. and James Kenneth Phillips, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes contained therein

Sworn to and subscribed before me this 22 day of October, 1998

Melissa A Phillips
NOTARY PUBLIC

My Commission Expires *May 28, 2000*

