

This instrument prepared by:
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95-749/m

State of Tennessee, County of SEVIER
Received for record the 06 day of
NOVEMBER 1995 at 2:35 PM. (RECH 23484)
Recorded in official records
Book M260 Page 245- 247 CHF \$ 2.00
Notebook 52 Page 493
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00, Total \$ 14.00,
Register of Deeds SHERRY ROBERTSON
Deputy Register ANNETTE

DECLARATION OF RESTRICTIONS
FOR
RIVER POINTE

WHEREAS, Martin E. Carmichael and wife, Henrietta M. Carmichael, are the owners of certain lands situated in the Eighth (8th) civil District of Sevier County, Tennessee, known as River Pointe and being more particularly described on a plat of record in Map Book 1, page 14 in the Register's Office for Sevier County, Tennessee; and

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 POINTE the following special covenants and restrictive covenants and conditions are hereby made covenants and conditions to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof.

CONSTRUCTION REQUIREMENT. Plans and specifications for all dwellings must meet those described in the "Federal Housing Administration's Minimum Construction Requirements for One and Two Family Dwellings." All lots shall be restricted to single family residential use only. An attached or detached two car garage or carport must be constructed in connection with the construction of each residence. Any outbuildings constructed upon said lot shall be of new material and painted immediately, and in both cases any buildings, including the house, shall be kept and maintained in a clean and attractive manner at all times. Furthermore, as to the garage, it shall have doors that close. No finished buildings, including but not limited to outbuildings, shall have exposed concrete blocks showing. All outbuildings must be finished in the same type of construction and architectural scheme as the main dwelling. Mobile homes, trailers, or modular homes are expressly prohibited.

DWELLING MINIMUM SIZE. With respect to lots and tracts no dwelling shall be permitted on any lot exclusive of open porches, breezeways and garages of less than sixteen hundred (1600) square feet, except as to a "two story" or split level which shall have one thousand (1000) square feet of living area on the main floor with a minimum of eighteen hundred (1800) square feet of living area in the residence. All houses must be built on a permanent foundation.

BUILDING LOCATION. Minimum building setback requirements are 25 feet on the front, 10 feet on the sides, and 15 feet on the back. Houses sitting on corner lots shall be constructed to face either street and the street shall be considered the front lot line. All outbuildings allowed shall be located not nearer than one hundred (100) feet to the front lot line and twenty-five (25) feet from all other lot lines. All driveways on all lots must be concrete or paved and connect to the main roadway.

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. Poultry and livestock are specifically prohibited from being kept on this property, however household pets are permitted. 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, per se. All vacant lots must be mowed no less than twice annually.

See Restrictions Vol. 2656 pg 312

RESUBDIVISION OF TRACTS. No lot shall be used as a right of way to another subdivision or other property; provided, however, that this restriction shall not apply to other lands of the Developer and the Developer further reserves the right to waive this restriction. There shall be no resubdivision of lots within the subdivision.

SEPTIC TANKS. All dwellings not connected with public sewer lines shall be equipped with septic tanks constructed in accordance with the requirements of the State Board of Health of Tennessee, and no outside toilets shall ever be permitted upon any lot in this subdivision.

DRAINAGE AND UTILITY EASEMENTS. An easement is reserved over the outer five (5) 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 fifteen (14) 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".

SATELLITE DISHES. Satellite dishes and television and/or radio antennas shall be allowed. However, the same shall be located to the rear of the residence and situated so as not to create a nuisance or unsightly attraction in the development.

OCCUPANCY. All construction and driveways must be complete before dwelling may be occupied. All yards and surrounding areas must be sewn with permanent grass before the dwelling may be occupied.

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 ten (10) years from the date these covenants are recorded in the Sevier county, Tennessee Register of Deeds Office, after which time covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots or tracts located upon such property has been recorded in the said Register's Office, agreeing to change said covenants in whole or in part.

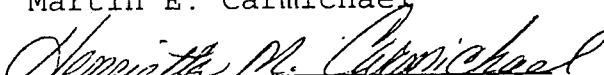
ENFORCEMENT. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated upon this property to prosecute at law or equity against the person or persons violating or attempting to violate any such covenant and to either prevent them from doing so or to recover damages or other dues for such violation.

ATTORNEY FEES. The prevailing party in any suit to enforce these restrictions shall be entitled to collect attorney fees and court costs.

SEVERABILITY. The violation of any of these covenants by judgments or court decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set out signatures this 28th day of October, 1995.


Martin E. Carmichael


Henrietta M. Carmichael

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, Martin E. Carmichael and wife, Henrietta M. Carmichael, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 28th day of October, 1995.

Barbara S. Myers
Notary Public

My Commission Expires 8-18-98

