

## DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVER BEND SHOALS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR RIVER BEND SHOALS SUBDIVISION is made as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by MORGAN DEVELOPMENT LLC, a Tennessee limited liability company (the "Declarant").

### WITNESSTH:

WHEREAS: Declarant is the owner of a tract of real property situated in Hawkins County, Tennessee and being more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Property") which Property will be subdivided into various lots for the purpose of creating a residential subdivision to be known as River Bend Shoals (the "Subdivision"): and

WHEREAS: the Declarant has filed a subdivision map of record as Instrument No. \_\_\_\_\_ in the Register's Office for Hawkins County, Tennessee to subdivide a portion of the Property into various residential lots; and Plat Book \_\_\_ page \_\_\_\_\_

WHEREAS: the Declarant desires to subject the Property to various covenants and restrictions more fully set forth below in order to provide for the orderly development of the Subdivision and a harmonious and attractive living environment for the residents of the Subdivision:

NOW, THEREFORE, in consideration of the above, the premises and covenants set forth herein, and other good and valuable consideration, the Declarant does hereby subject the Property to the covenants and restrictions set forth below and does hereby covenant and declare as follows:

1. From and after the date hereof; the Property shall be held, transferred, sold, conveyed, improved and occupied in accordance with and pursuant to the terms, provisions, covenants and restrictions set forth below. The covenants and restrictions contained herein shall run with the land and shall be binding upon all parties now or at any time acquiring title to the Property or any portion thereof or any Lot therein. By accepting a deed thereto, every person or persons subsequently acquiring title to any Lot within the Subdivision or any other portion of the Property shall be conclusively presumed to have agreed to be bound by all the terms, provisions, covenants and restrictions more fully set forth below.
2. As used herein, the terms "Lot" and "Lots" shall mean and refer to the plots of land so designated as Lots on the River Bend Shoals Plat, as well as those plots of land designated as Lots on any further and additional duly recorded subdivision plat or plats which may be placed of record with respect to the Property by the Declarant or its successors and assigns (hereinafter any such subdivision plat shall be referred to as a "Plat" and all of such subdivision plats now or at any time hereafter pertaining to the Property shall be hereinafter collectively referred to as the "Plats"). Declarant and its successors and assigns shall have the right to record further or additional Plats to which the Property shall be subject from time to time in Declarant's and/or such successors and assigns sole discretion.
3. The covenants and restrictions set forth in this Declaration shall take effect immediately upon the recording of this Declaration in the Register's Office for Hawkins County, Tennessee and shall continue in effect for a period of twenty (20) years thereafter, after which time this Declaration and the covenants and restrictions set forth herein shall be automatically extended for successive periods often (10) years each unless an instrument signed by the then owners of at least seventy five percent (75%) of the Lots has been recorded at least one-year prior to the end of any such term pursuant to which such owners have agreed to terminate this Declaration as of the end of such term. Notwithstanding the foregoing, the Declarant may terminate this Declaration at any time so long as no Lot or Lots have been conveyed by it to any third-party.
4. The covenants and restrictions set forth herein shall be binding upon and inure to the benefit of the Declarant and each owner of any Lot within the Subdivision from time to time and in the event of the violation or attempted violation of any of the covenants and restrictions set forth herein, the Declarant, as well as any lawful owner of any Lot within the Subdivision from time to time, shall have the right to prosecute a proceeding at law or in equity against the person or

persons violating or attempting to violate any of such covenants and restrictions to either prevent such person or persons from so doing or to recover damages from such person or persons arising out of such violation.

5. No more than one (1) single-family dwelling house may be erected on any Lot as shown on any Plat and no Lot shown on any Plat may be subdivided or reduced in size without the written consent of the Declarant, by voluntary alienation, partition, judicial sale or other process or means of any kind.

6. No building shall be erected, placed, altered or permitted to remain on any Lot having an enclosed, heated floor area of less than: (a) 1800 square feet in the case of a one-story ranch style house, and (b) not less than 1200 square feet on the first floor of a two-story dwelling, for a total minimum of 2200 square feet for a two-story dwelling. No house shall be constructed with a splitfoyer floor plan. In computing such minimum enclosed, heated floor area, measurements will be made using exterior walls, but will exclude any basement, porches, carports or garages. However, the owner/developer may, at their option grant a variance in writing.

7. No house, residence, or other improvements or any part thereof, is to be constructed of concrete or cinder blocks, excluding foundation, if used it shall be faced with brick or stone, or material used on exterior of home.

8. No structure or other dwelling or building of any kind shall be erected, altered or placed or permitted to remain, on any Lot other than a single-family residential dwelling not to exceed two (2) stories in height with an attached garage capable of accommodating at least two (2) customary sized automobiles. Nothing contained herein shall be construed, however, as preventing any person from acquiring title to two (2) contiguous Lots and erecting one residence thereon with such residence crossing over a common lot line between such Lots, so long as such owner shall have appropriately subdivided said Lots so as to thereafter constitute one lot in accordance with the laws, rules and regulations then in effect with respect to subdivisions in Hawkins County, Tennessee and with the further understanding that following any such consolidation of said two (2) Lots into one Lot, the same shall constitute only one "Lot" for all purposes hereof

9. No structure, dwelling or other building shall be erected, placed, altered, or permitted to remain on any Lot in the Subdivision until the building plans and specifications and the plot plans showing the location of such building or alterations on such Lot have been approved in writing by the Declarant as to their conformity and harmony with the intended nature of the Subdivision and the then existing structures in the Subdivision, in the event the Declarant fails to approve or disapprove such design and location within (15) fifteen business days after said plans and specifications have been submitted to it, such approval will be deemed given. The Declarant shall not arbitrarily or capriciously reject any submitted plans or specifications. In the event said Declarant rejects any plans and specifications for approval under this paragraph, the Declarant shall specify the reasons for such rejection to the person submitting such plans. Such person shall then be entitled to revise said plans and specifications to comply with the Declarant's requirements. The Declarant shall likewise have fifteen (15) business days after receipt of revised plans and specifications to approve or disapprove the same. The Declarant's right to approve plans and specifications for improvements or alterations to improvements shall terminate at such time as every Lot in the Subdivision shall have been improved with a specifications, and the Declarant shall conclusively be presumed to have been reasonable in rejecting any plans and specifications, If such plans and specifications do not comply with the requirements for construction of improvements contained in this Declaration.

10. The following requirements shall apply to all homes within the Subdivision: all roofs shall have a minimum pitch of 12 (2/12) unless waived by the Declarant. Concrete and block foundations and retaining walls must be veneered with brick or stone unless waived by the Declarant. Windows must be vinyl, wood or clad wood unless waived by the Declarant. Each home shall have at least a standard two-car garage.

11. The house or residence, garage, nor other out buildings on each site in this subdivision must not be nearer to the property lines than the building set back lines shown on the plat and must not be nearer than fifteen (15) feet to any side

property line or rear lines. No improvement shall be located nearer than twenty-five (25) feet to the rear lot line.

12. No noxious or offensive trade shall be carried on upon any Lot in the Subdivision, nor shall any be done on any Lot which may be or become an annoyance or nuisance to the neighborhood.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plates) or as required by utility companies.

14. No out buildings, garage, barns shall be constructed close to the subdivision street than the main residence. Dogs, cats and other customary household pets may be kept so long as the same are not permitted to become a nuisance or annoyance to the neighborhood; provided, however, that no domestic animals shall be kept, bred or maintained for any commercial purpose(s) and provided further that in the event any dog, cat or other household pet shall be determined by the Declarant to be creating a nuisance in the neighborhood, the Declarant shall be entitled to require the owner to remove said animal. Exception combined lots or lots over 3 acres may have 1 horse per acre upon Declarant approval. No swine or poultry are permitted. Any Lot owner must have at least three (3) acres to erect a barn.

15. Air conditioners and garbage cans shall be concealed from view by appropriate screening the design and construction of which must be approved by the Declarant.

16. No fence should be constructed on any lot unless and until the plans & materials have been approved by the developers or their designated agent in writing. Fences must be complimentary to the design & materials used in constructing the residence. In no event may fences be constructed by chain fabric or wire, nor can solid fences be used.

17. No trailer, basement (other than basements which are part of otherwise permitted residential structures), tent, shack or bam shall be erected on any Lot in the Subdivision, or be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Recreational vehicles, which include, but are not limited to, boats and trailers, campers and motor homes, shall be stored or parked only in the area behind completed homes erected in the Subdivision so as to be concealed from the view of other homes in the subdivision. These vehicles shall not be stored or parked on the street or in the side or front yard of any lot in the Subdivision. If property owner wished to erect a second building on their lot, it must match existing home and meet subdivision requirements, also Declarant must give approval.

18. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than five (5) square feet when advertising the lot for sale or a tasteful, harmonious sign used by the builder to advertise the Lot during the construction and sales period. Declarant reserves the right to display signs of a larger size for promotion of the development.

19. No radio, television or other transmission or receiving antennas of any type, design or kind, nor any other electronic, electric equipment or other similar devices of any kind shall be installed or maintained on the exterior of any structure located neither on any Lot nor on any vacant Lot. Notwithstanding the foregoing satellite dishes not exceeding twenty inches in diameter may be installed or maintained on the exterior of the structure of a residence on a Lot (but no larger satellite dishes may be placed on any structure or Lot), provided that such satellite dish shall not be visible from any roadway in the Subdivision. be seen from the street. All equipment, service yards, wood piles or storage piles shall be kept screened by an adequate planting or fencing so as to conceal them from view of neighboring homes or Lots. And all such screening shall be subject to the approval of the Declarant. No lot may be used as a dumping ground for rubbish, trash, garbage or other waste. All rubbish trash, garbage.

20. No above-ground pools shall be allowed on any Lot.

21. All driveways constructed within the Subdivision shall be made of concrete or asphalt. No motor vehicles,

appliances or other equipment may be worked on assembled or disassembled in any driveway or in any yard; such work shall occur, if at all, only in enclosed garages. No motor vehicles, appliance or other equipment may be parked, kept or stored in any yard areas and inoperative motor vehicles must not be parked kept or stored in any driveway.

22. No home may be occupied as a residence prior to its completion, which completion shall include all landscaping relating to such residence. All homes, lawns and other landscaping shall be maintained in a sightly, attractive manner and in good repair at all times.

23. No Improvement constructed upon any Lot shall be rented for transient or hotel purposes or in any event for any period less than six (6) months. The leasing of any home for a period in excess of six (6) months shall require a written lease which lease shall contain a provision to the effect that the rights of the tenant to use and occupy such residence shall be subject and subordinate in all respect to the provisions of this Declaration.

24. No clothes lines shall be allowed other than those attached to metal standards set in the ground which are of good quality, attractive in appearance, and are in rear yards only so as not to

25. For a violation or breach of any of these reservations and restrictions by any person claiming by, through, or under the developer or their designated agent, or by virtue of any judicial proceeding, the developers or their designated agent, and the lot owner, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent by injunction the violation or breach of any of them. In addition to the foregoing right, the developers or their designated agent, whenever there shall have been built on any lot any structure which is in violation of these restrictions shall have the right to enter upon the property where such violation of these reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed a trespass. In the event of such a removal a lien shall arise and be created in favor of the developer or its designated agent and against such lot for the full amount changeable to such lot and such amount shall be due and payable within thirty days after the owner is billed therefor. The failure promptly to enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of anyone or more of the reservations and restrictions by any court of competent jurisdiction in no wise shall affect any of the other reservations and restrictions, but shall remain in full force and effect.

All Church Hill building codes, restrictions, zoning, etc. supercede these restrictions.

MORGAN DEVELOPMENT, LLC