

**DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS  
RIVER BEND SUBDIVISION**

Dated: July 1, 1998  
State of Tennessee  
County of Perry

This declaration, made this the 1st day of July, 1998, by Tennessee Timberline Corporation, a Tennessee Corporation, hereinafter called Declarant;

**WITNESSETH:**

THAT WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall insure to the benefit of and pass and run with said property, and each and every lot or parcel thereof, and shall apply to and bind the successors interest of any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

**ARTICLE I**

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Perry County, Tennessee, and is more particularly described as follows:

ALL OF Lots One(1) through sixty six (66) inclusive, of **River Bend** as more fully shown on that certain plat prepared by Berkley, Howell & Associates, P.C. dated 1998 and recorded in the Office of the Register of Deeds of Perry County, Tennessee, in Plat Book , Page # .

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

**ARTICLE II**

The real property described in Article I hereof (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

**ARTICLE III**

No lot shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot, except household pets, such as dogs and cats, which may be kept provided they are not bred or maintained for commercial purposes. With suitable facilities and proper fencing, horses and ponies only shall be permitted on Subdivision Lots, provided at least one (1) acre per each horse or pony animal is fenced for the maintenance of said

animal. Improvements constructed for the maintenance of animals shall be kept in good repair and must conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to an existing dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

In case of complete or partial destruction of a structure by fire, windstorm or other cause, the structure must be rebuilt or the debris removed from the premises within six (6) months of the occurrence.

No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less than 1,000 square feet. Once construction is begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction. Pre-existing structures are exempt from square foot minimum.

No more than one outbuilding may be constructed on any Lot. Said outbuilding shall be only for the purposes of housing boats, cars, RV's, as well as lawn and garden equipment. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top, and with some sort of door which would thus close in all four sides of the building.

There shall be no single-wide mobile home/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings or buses situated on any Lot as a residence or for storage, either temporarily or permanently.

#### ARTICLE IV

No trade, commerce or other activity which may be considered a nuisance to the neighborhood shall be carried on upon any Lot. No trade materials or inventories may be stored upon any Lot and no tractor-trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any Lot. No sign or billboard of any kind shall be erected or allowed to remain on any Lot other than a "For Sale" or "For Rent" sign. No junk or unsightly vehicles of any type or description or unsightly outbuildings may be placed upon said Lot.

#### ARTICLE V

No Lot or Lots shall be subdivided in River Bend.

#### ARTICLE VI

No Lot shall be used for ingress and egress to any properties not part of this Subdivision. Declarant does hereby reserve unto itself the right to use any Lot prior to it being sold to a third person, for ingress and egress to any other adjoining property.

#### ARTICLE VII

No structure, other than a fence, may be built within fifteen(15) feet of any property line. When the property line is river front it will be the exception to this article.

#### ARTICLE VIII

Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen(15) feet in width over all side Lot lines and Lot lines along any road in said Subdivision. In addition, the property described in Article I hereof is subject to such easements, set backs and road rights-of-way as shown on that certain plat recorded in the Perry County Registry in Plat Book , Page # . Declarant hereby reserves unto itself, its successors and assigns, the right to

erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same, over and across any unsold lots still owned by Declarant.

#### ARTICLE IX

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than thirty(30) consecutive days and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

#### ARTICLE X

The roadways, rights-of-way and common area use constructed throughout the Subdivision are for the common use of the declarant, Lot owners and their respective heirs, successors and or assigns.

Roadways are not intended for recreational use; consequently, the use of four wheelers, go carts, and similar motorized vehicles there on are prohibited.

#### ARTICLE XI

Every Lot described above and every Lot shown on the River Bend Subdivision Plat map recorded in Plat Book , Page # of the Perry County Registry, shall be subject to assessment for maintenance and expenditures as listed below. The annual assessment for each Lot owner of River Bend shall be the sum of One hundred fifty and no/100 Dollars(\$150.00) per Lot, per year. The funds shall be known as the "**River Bend Maintenance Fund.**" Declarant shall be exempt from any and all assessments for any Lot owned by Declarant, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of Seventy-Five (75%) of Lot owners excluding Declarant.

The River Bend Maintenance Fund shall be owned jointly by all the Lot owners of the property in River Bend Subdivision, and shall be used only for:

- a. road maintenance expenses
- b. administration costs for the enforcement thereof

There shall be created for the purpose of holding and administering such funds, "River Bend Subdivision Property Owners Association," which shall have the power to file with the Register of Deeds of Perry County a notice if an assessment has not been paid by February 1 of any year, and such lien shall continue until the assessment is paid. The River Bend Property Owners Association shall be comprised of all Lot owners and Declarant which shall be entitled to two votes for each Lot owned. All decisions shall be made by a majority vote (except that a three-fourths 3/4 majority shall be necessary for the levy of increased or special assessments, or expenditure of monies), at a meeting of the Lot owners held after reasonable notice to all such Lot owners. The Association shall organize, elect officers, and operate freely within the restrictions herein contained. Declarant, either through its employees or agents or assigns, will administer the Association until Seventy Five Percent (75%) of all Lots have been sold. Following the sale of Seventy-Five Percent (75%) of the Lots, the River Bend Subdivision Property Owners Association will elect its own administrators of the Association. All maintenance and upkeep of the private road fronting Lots 1 through 66 inclusive will be done on the basis of competitive bids and only as required on demand of one or more of the property owners serviced by the private road. No work will be undertaken where projected costs exceed \$500.00 until the consent of 75% of owners of Lots 1 through 66 inclusive, is obtained.

When Seventy-Five Percent (75%) of the Lots, as shown on the plat above referred to, have been sold, River Bend Property Owners Association does hereby agree that it will take over any and all maintenance of the roads.

Any damage by driveway connections to the private road shown upon said plats, or to the ditches or shoulders of the road, or to the flow of drainage water along the said road, shall be repaired at the expense of the owners connecting such driveways, within fourteen (14) days of notification.

#### ARTICLE XII

There shall be no hunting from any roadway, or other designated easement for ingress and egress or for drainage, within River Bend Subdivision.

No firearms shall be discharged within 100 feet of any property line, roadway or easement of ingress and egress of the subdivision.

#### ARTICLE XIII

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless, by vote of a majority of the then owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation. Declarant or P.O.A. reserves the right to recover "reasonable attorney fees and expenses" in addition to damages.

#### ARTICLE XIV

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

Notwithstanding any other provision contained herein, the Declarant reserves the right to grant minor variances from time to time for the relocation of boundary lines, utility lines or for temporary situations that it in its sole discretions deems just and appropriate. This right to be subsequently assumed upon the formation by the owners association set forth herein.

IN WITNESS WHEREOF, Tennessee Timberline Corporation, has caused this instrument to be executed in its name by William N. Adkins it's Vice-President, attested by its \_\_\_\_\_ Secretary, with its corporate seal to be hereunto affixed, all by authority of its Board of Directors first duly given, this the day and year first above written.  
Tennessee Timberline Corporation

(corporate seal)

By: William N. Adkins  
Vice-President

ATTEST:

Paula C. McCarthy  
Secretary

STATE OF Tennessee  
COUNTY OF Lewis

I, Linda Stubblefield, a Notary Pubic of the State and County aforesaid, certify that Paula McCarthy personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of Tennessee Timberline Corporaiton, a Tennessee corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was given and as the act of the \_\_\_\_\_ Vice President, sealed with its corporate seal and attested by himself/herself as its \_\_\_\_\_ Secretary.

WITNESS my hand and official seal, this the 17<sup>th</sup> day of Oct, 1998.  
Linda Stubblefield  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_  
3-23-99



STATE OF TENNESSEE, PERRY COUNTY

The foregoing instrument and certificate were noted in Note Book 11 Page 18 at 10:50 o'clock AM 10-8 1998 and recorded in MISC Book 11 Serial \_\_\_\_\_ Page 278 State Tax Paid \$ \_\_\_\_\_ Fee 2.00 Recording Fee 20.00 Total 22.00

Witness My Hand  
Receipt No. 8334  
Patricia W. Bero  
Registrar