

PREPARED BY PMP PROPERTIES, LLC.  
97 NORTH MAIN STREET, CROSSVILLE, TN 38555

DECLARATION OF RESTRICTIONS

RIVERCHASE SUBDIVISION PHASES I & II

WHEREAS, PMP PROPERTIES, LLC. , is the owner and developer of RIVERCHASE SUBDIVISION PHASE I being described as LOTS 1-29 AND RIVERCHASE SUBDIVISION PHASE II being described as lots 42-53, by plat of record in the Register's Office, Cumberland County, Tennessee, in Plat Book \_\_\_\_\_, page \_\_\_\_\_, Slide \_\_\_\_\_; and,

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain restrictions and reservations be imposed on the lots in the subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the above premises, PMP PROPERTIES, LLC., imposes upon the RIVERCHASE SUBDIVISION PHASE I and II, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. Said lots shall be used solely and only for single family residential purposes.
2. No lot shall be re-subdivided to form a smaller lot; this shall not be construed so as to prevent the re-subdividing of lots to establish a larger lot.
3. The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewage and effluent shall be done in strict compliance with the currently existing State Health Regulations. In particular, no outside toilets shall be allowed on any lot in the subdivision and furthermore, all sanitary arrangements must be inspected and approved by local and/or State Health officers.
4. No animals or poultry, except dog, cats, and other household pets may be kept on the lot in this subdivision, and no such household pets shall be kept, bred, or maintained for any commercial purposes, nor kept in such manner as to constitute a nuisance to the neighborhood.
5. No noxious or offensive activity shall be carried on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.
6. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including but not limited to junk vehicles of any sort and household waste, which shall be kept in sanitary containers. All such containers or other similar equipment for the storage or disposal of garbage or waste material shall be kept clean and sanitary condition. Any empty lots shall be maintained (mowed and under-brushed if needed) in a matter befitting the appearance of the subdivision.

7. All dwelling units erected on lots or parcels of land herein restricted to residential use only shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repairs. No modular or mobile homes shall be allowed. All buildings will be constructed of new material and no exterior will be finished with asbestos shingles, tar paper, or like material, but not to exclude vinyl. No residence shall be occupied until construction is complete. Any exposed block foundations shall be faced with brick or stone.. Any building erected shall have a solid foundation and no imitation siding, other than solid vinyl, or masonry composite shall be used thereon. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single-family dwelling. However, this shall not prohibit the construction of one residence on a portion of two or more lots as shown on the plat of said subdivision, constituting a single home-site. No homes shall be moved onto said lots from another location, nor shall any homes be built at any location and moved to said lots.

8. There is hereby reserved a utility easement for construction and maintenance in favor of the City of Crossville, from each dwelling to the road, six (6) feet on either side of the sewer line and pump, to be installed as the dwellings are built.

9. No single family residence shall be constructed thereon having less than 1,800 square feet of heated floor space, exclusive of porches, breezeways and attached garages. The driveways to such residences shall be paved with a bituminous coal product or concrete. All residences shall have an enclosed garage of at least two (2) car in size and garage door openings shall not face the street, with the exception of any corner lots. No carports shall be permitted. The construction of any home or other permanent structure, including driveways landscaping shall be finished within six (9) months from the date of beginning. Any residence shall be a minimum of 80 percent (80%) brick or stone veneer.

10. No temporary building of any type or nature shall be maintained on said lot; no trailer, mobile home, motor home, or any other type of moveable homes, basement, tent or garage shall be at any time used as a residence on said land. One storage building is permitted as long as it is of the like material and color of the residence and such storage building does not exceed 300 square feet in area, is situated on the back ONE-THIRD (1/3) of the lot, and is no more than one story in height. No storage buildings may be constructed on any lot until a residence is constructed on said lot.

11. No lot shall be used or maintained for the purpose of commercial advertising or display, except a "For Sale" sign advertising the sale of a particular lot where the sign is located and said sign shall be the customary and usual size used by real estate brokers in the general area.

12. All plans for any dwellings to be built in this subdivision shall be reviewed by the

officers of the developer, PMP PROPERTIES, LLC., for the sole purpose of reviewing the aesthetics of the exteriors. Said developers reserve the right to reject any and all plans presented to them if, in their sole opinion, same do not add to the total aesthetic value of the subdivision.

13. Any structures (play structures, antennas, etc.) shall not extend above the line of sight of the roof-line of the residence on the lot. No radio or television antennas or satellite "dishes" larger than 39 inches shall be erected on any premises.

14. Any fencing shall be no further forward on the lot than the rear of the home and shall be black or green coated chain link or wood and shall be no more than Forty-Eight Inches (48") in height.

15. No RV, motor homes, watercraft, or other like vehicles shall be parked in any driveway for more than a 24 hour period.

16. There shall be no above-ground swimming pools allowed on any lot.

17. All mailboxes shall be constructed to be of neat and presentable appearance. No exposed, unpainted wood mailbox posts shall be allowed on any lot.

18. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein and those not so invalidated shall thereafter remain in full force and effect.

19. Any and all construction in RIVERCHASE PHASE I & II shall conform to the master erosion/sediment plan as filed with the State of Tennessee and the City of Crossville and each lot owner is responsible for said compliance. All lot owners performing any construction are responsible to ensure no violations are made of the Tennessee Water Quality Control Act and hereby hold the Developer harmless for failure to obtain permits, or for any violations of any law, regulation, or ordinance due to said lot owner's construction or improvement of any lot.

20. All service wires or lines to the home and outbuildings including, but not limited to, those for water, sewer, electrical, telephone, and cable, shall be placed underground from the main supply lines and in accordance with all applicable federal, state, and local laws and regulations.

21. After two (2) years from the date of this instrument, the maintenance and upkeep of the entrance sign and any landscaping and or lighting related to it, shall be the responsibility of all the lot owners. The lot owners may establish a non-profit association or entity to perform said maintenance and charge a pro-rated share of associated costs at their discretion.

20. Covenant Number 12 shall expire by its own terms January 1, 2015. All other covenants, conditions and restrictions shall remain in full force and effect and shall not be released or modified.

21. These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots and parcels of land in said subdivision, their heirs, assigns and successors, and if said owner or owners or any of them, their heirs, assigns and successors, shall

violate or attempt to violate the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any lot or parcels of land in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent such person or persons from committing any act of violation or to recover damages for such violations.

IN WITNESS WHEREOF, PMP PROPERTIES, LLC., has executed this instrument for the above purposes on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

PMP PROPERTIES, LLC.

BY: \_\_\_\_\_

JAMES A. PETTY, PRESIDENT

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County, JAMES A. PETTY, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself to be PRESIDENT OF PMP PROPERTIES, LLC., a Tennessee limited liability company, the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the company as President thereof.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, at Crossville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_