

This Instrument prepared by:
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Troutman & Troutman, P.C.
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LaFollette, TN 37766

BK/PG: 1490/542-547

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6 PGS : AL - RESTRICTIONS	
VETTA BATCH: 55148	
10/30/2008 - 09:42 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, ANDERSON COUNTY

TIM SHELTON

DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE RIVER VISTA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions made and entered into this 21st day of October, 2008, by **R R MEREDITH MARKETING, a Tennessee General Partnership consisting of Ronald C. Meredith, Sr. and Ronald C. Meredith, Jr.**, hereinafter referred to collectively as "DEVELOPER."

WHEREAS, Developer is developing a subdivision known as RIVER VISTA in Anderson County Tennessee, consisting of real property described in Deed Book 1438, Page 1607, Deed Book 1438, Page 1611, and Deed Book 1438, Page 1614, in the Register's Office for Anderson County, Tennessee; and

WHEREAS, Developer desires to provide for the preservation of the values in said community and, to this end, desire to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, the Developer declare that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "The Property or Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(b) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat or map of The Property.

(c) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(d) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Property.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. EXISTING PROPERTY.

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration consists the real property described in Deed Book 1438, Page 1607, Deed Book 1438, Page 1611, and Deed Book 1438, Page 1614, in the Register's Office for Anderson County, Tennessee and as show in plat of said subdivision of record in Plat Cabinet 8, Envelope 3513, in the Register's Office for Anderson County, Tennessee.

Section 2. ADDITIONAL PROPERTY.

Additional units of River Vista may be made subject to this Declaration by recordation of additional declarations at the sole discretion of the Developer, its successors or assigns.

ARTICLE III

RESTRICTIONS

Section 1. USE OF LOT. There shall be no more than one (1) residential dwelling, as authorized under these Restrictive Covenants, installed constructed and/or located on the less than one acre tracts of property, at any time or for any reason, either temporarily or permanent. No mobile homes, pre-fabricated homes, modular homes temporary/removable homes shall be permitted to be installed, constructed and/or located on any of the property, at any time. Any and all outbuildings, as authorized in these Restrictive Covenants, which are installed, constructed and/or located on the Property shall be of an exterior style and covering, and quality of workmanship that is aesthetically compatible with the quality and exterior style and covering of the principal residential dwelling it serves.

Section 2. DWELLING SIZE AND EXTERIOR FINISH. The one (1) residential dwelling authorized herein shall contain no less than a total of 1,750 sq. ft. of heated, habitable living space (not including finished or heated garage and basement). The foundation section of all permitted buildings erected on the Property shall be finished with completed exterior walls installed between the ground and the floor level of the building structure, so that support piers, block foundation or columns are not visible, and so that it is not possible to view under the building. /stone, brick, stucco, painted or

stained wood, vinyl siding, or a combination of the foregoing exterior covers or sidings, shall, without exception, be required as exterior coverings for the residential dwelling and any authorized outbuildings.

Section 3. CONSTRUCTION. The exterior of the residential dwelling installed upon the Property must be fully completed within one (1) year, measured immediately following the first day that any type or part of the excavation for or construction of the residential dwelling has commenced, except where such completion is delayed due to casualty loss or natural disaster, under which circumstances maximum, additional time of six (6) months shall be permitted for completion; provided, however, that a total period of time to complete construction (including casualty and natural disaster delays) shall not, under any circumstances exceed sixteen (16) months, as measured immediately following the first day that any part or type of construction of the residential dwelling commenced.

Section 4. DAMAGE TO A DWELLING. In the event loss of damage occurs to an authorized residential building located on the Property by fire, wind, tornado or other casualty or natural disaster, the owner(s) of said building, if electing to repair, shall completely and fully restore and repair said building within twelve (12) months of the date of occurrence of said casualty or natural disaster; further, said owners shall, within ninety (90) days of the date of occurrence of such casualty or natural disaster, remove all damaged, burned or other non-restorable or non-repairable portions or sections of the damaged building and its resulting debris from off the location of the Property. Time is of the essence for this and all other Restrictive Covenants listed herein.

Section 5. RESIDENTIAL PURPOSES ONLY. Any authorized residential building installed or constructed upon the Property, shall be used by its owners, lessees or other occupants only and exclusively for residential purposes; no business, business facility or operation, or any other public, commercial, industrial or professional business or commercial enterprise, whether retail, wholesale, service, manufacturing or otherwise, shall, at any time be maintained, established, advertised from, conducted, operated or permitted in the authorized residential dwelling or in an authorized storage, garage, or out-building, and/or otherwise on the property (excepting and including the owner's leasing or rental of these forenamed buildings for residential purposes, which shall not, in itself, be considered to be a violative business or commercial use of the Property, and is not prohibited hereunder). No advertising signs, displays or billboards of any nature or kind shall be erected, placed or located on the Property, with the exception of approved realty "for sale" or "for lease" signs, permanent address identification signs, and temporary builder or construction signs, none of which shall exceed a total of nine (9) square feet in size.

Section 6. HAZARDOUS MATERIALS PROHIBITED. No sewage, nor any polluted hazardous, contaminated, deleterious or environmentally-detrimental liquids, substances or other materials of any kind, shall be, either directly or indirectly, dumped, pipelined, drained or otherwise released on the property.

Section 7. MAINTENANCE OF PROPERTY. The Lots and the Property shall be maintained in a neat, orderly and sanitary condition, and no trash, garbage, refuse, rubbish or unsightly ("unsightly" being determined under the standards of the ordinary, reasonable, conscientious and courteous person) objects shall be stored, placed or located on the property, except for typical household and domestic-generated garbage which shall be always covered and maintained in proper exterior trash receptacles. No junked, abandoned, inoperative or unlicensed motor vehicles, mobile homes, or trailers, nor any scrap metal, inoperative or junked equipment or machinery, nor parts or derivatives of any of the foregoing, nor any junked or abandoned furniture, tires, recyclable cans, bottles or other products, or other forms of junked, abandoned or discarded personalty, shall be stored, placed or located on the property.

Section 8. NUISANCES PROHIBITED. No form of activity, whether by sight, sound, smell or otherwise, shall be conducted, or allowed to be conducted on the property, that shall constitute an annoyance, danger or disturbance, or otherwise become a private or public nuisance, to the other adjoining or nearby landowners, or otherwise adversely affects the peaceful, safe and quiet enjoyment of the adjoining or nearby landowners, all of the above being under the standards of the ordinary, reasonable, conscientious and courteous person. No owner shall keep or raise any livestock or other animals other than domestic pets and no such pets shall be raised for commercial purposes.

Section 9. WALLS AND FENCES. Walls will not be permitted in River Vista. Fences will be permitted on a restricted basis that will not distract from the overall appearance. Construction of fences will consist of masonry, or masonry and wrought iron used in concrete. Wood picket fences may also be permitted if they are keeping with the approved architectural design of the structure and landscaping for a particular Lot.

Section 10. ANTENNAS. Digital satellite system dishes of not more than eighteen (18) inches in diameter are specifically allowed when the location of said dish is unobtrusively located and in the least conspicuous part of the property.

Section 11. CLOTHSLINE. No outside clotheslines shall be placed on any Lot.

Section 12. VEHICLES AND TRAILERS. No trailer, trailer house, or recreational vehicle shall be parked on any Lot. No abandoned cars, trucks, or other vehicles of any type shall be allowed on any Lot. No vehicle in an inoperative condition shall be kept in any area open to the view of the public or other Owners for a period in excess of fifteen (15) days. In the event of violation of this item, such vehicle may be removed by any other Owner at the expense of the Owner of the Lot on which the vehicle is located.

Section 13. PARKING. Parking on the street will not be permitted in River Vista except in overflow situations. Other exceptions are holiday parties and/or social events. Visitors of Owner's Lot will park in driveway of Lot to the extent possible.

Section 14. HVAC AND OTHER EQUIPMENT. No exposed, aboveground tanks for the storage of fuel or water or any other substance shall be located on any Lot. No above ground swimming pools will be permitted. No window air conditioning unit may be located in any part of any dwelling or accessory structure. All exterior equipment (HVAC., pool, etc.) shall be ground mounted and screened by fencing or planting.

ARTICLE IV

BUILDING LOCATION

No building shall be located on any lot nearer to the front, side or rear boundary than the zoning regulations of Anderson County, or the Planning Commission, or other appropriate authority shall have the exclusive authority to permit or deny variances in hardship cases as to building location requirements.

ARTICLE V

TERM

These covenants are to take effect immediately 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 the majority of the then owners of lots it is agreed to change said covenants in whole or in part.

ARTICLE VI

SEVERABILITY

Invalidation of any one of these covenants by judgment or court shall not in any way affect any of the other provisions which shall remain in full force and effect.

ARTICLE VII

ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any owners as defined herein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and

either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE VIII

AMENDMENT

This Declaration may be amended at any time by the Developer until the Developer has sold Eighty (80%) percent of the Lots in the Subdivision. Thereafter, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Lot Owners holding sixty-seven percent (67%) of the total Lots in the Subdivision.

IN WITNESS WHEREOF, R R MEREDITH MARKETING., Developer, has caused this instrument to be executed on this 21st day of October, 2008.

DEVELOPER:

R R MEREDITH MARKETING,
A Tennessee General Partnership.

BY: Ronald Meredith Sr.
General Partner

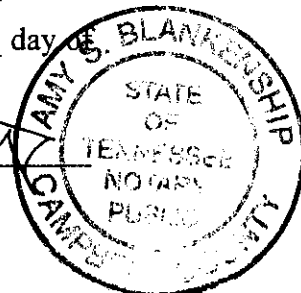
STATE OF TENNESSEE

COUNTY OF ANDERSON

Before me Amy S. Blankenship of the sate and county mentioned, personally appeared Ronald Meredith Sr. and MB with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they are the general partners of R R MEREDITH MARKETING, a Tennessee general partnership, the within named bargainer, and that they as such partners, executed the foregoing instrument for the purpose therein contained by personally signing the name of the Partnership as partners.

Witness my hand and seal, at office in Anderson County, Tennessee, this 21st day of October, 2008.

Amy S. Blankenship
NOTARY PUBLIC



My Commission Expires: 8/14/12