

File #3234-94/LR

PREPARED BY: ^{MAIL} Heman McDade, P. O. Box 141, Harrison, TN. 37341

RESTRICTIONS MALLARD WOODS SUBDIVISION

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RIVER PROPERTY DEVELOPMENT, a Tennessee General Partnership, being composed of RANDY WATTENBARGER, JOE BOSHEARS, HEMAN MCDADE, BOBBY WORKMAN, PHILIP ROARK, of Bradley County and Hamilton County, Tennessee, is the owners of the land to be divided into Tracts to be known as Mallard Woods, more particularly described in Exhibit "A" attached hereto and made a part hereof. The owners have divided, the property into building Tracts and in order to develop, protect and maintain a desirable community with high standards of property values for the benefit of all owners or holders of interest in said Tracts, the owners impose the following special covenants and restrictive conditions which are hereby made covenants and restrictive conditions to run with land, whether or not they be mentioned or referred to in subsequent conveyances of said Tracts or portions thereof, and all conveyances of said Tracts be accepted subject to said special covenants and restrictive conditions and to the penalties herein provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

1. LAND USE. All Tracts shall be used for residential purposes only. There shall be no business of any kind located upon any Tract, nor shall any business of any kind be operated out of any home constructed on such tract. At no time shall any Tract be used in whole or part as a street or right-of-way for any utility easement connecting from such street located on the property with any other land except with the express written and recorded approval of the owners, thereof their heirs or assigns. Any Tract or portion thereof of more than four (4) acres may have horses or cows for the personal use of the owners or their immediate family residing on the tract only. Such horses or cows shall have an all weather shelter of materials as specified in #3 below, and such shelter shall be located to the rear of the home and well away from the road and not nearer than twenty-five (25) feet to any adjacent property line. The area around the barn shall at all times be kept neat and clean and free of offensive odors.

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2. BUILDING TYPE AND LOCATED. No structure shall be erected or maintained on any Tract, unless otherwise permitted in these Restrictions, other than a detached single-family dwelling, not to exceed two and one-half (2 1/2) stories in height and not more than one residence shall be permitted upon any one Tract unless otherwise approved by the owners. A barn or outbuildings facilities may also be constructed upon the Tracts.

All structures, including but not limited to barns and residences, shall be constructed of new materials, and unless constructed of brick or rock or some non-fading material, the same shall be painted and maintained in a good condition at all times.

All residences constructed shall have not less than twelve hundred (1200) finished square feet of heated and/or cooled living area exclusive of porches, breezeways, terraces, garages, etc. All foundations shall be of brick or stone. The use of man made stone, permastone, asbestos and/or stucco are prohibited, unless approved by owners.

Lawns and unimproved areas shall likewise be maintained in a clean and neat condition at all times. No Tract shall be subdivided so as to contain less than two and one-half (2 1/2) acres.

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3. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, house trailers, tents, shacks or other buildings of a temporary character shall be erected or moved onto any Tract. However, the use of a temporary construction storage trailer to store items during the construction period for the home for each Tract is permitted. Specifically prohibited is the partial construction such as a basement of a house and moving prior to the full completion of said house. Such structure shall be considered temporary and prohibited. There shall be no prefabricated homes permitted. All homes must be "stick built" on site. Campers or recreational vehicles shall not be occupied as a residence, temporary or otherwise. Such campers or recreational vehicles shall be parked inside the garage or carport or behind or to the side of any dwelling.

4. ANIMALS. Except as provided above no animals except household pets shall be kept on said Tracts, and they shall not be kept or maintained for any commercial purposes.

5. SEPTIC TANKS. All dwelling houses not connected with public sewer lines shall be equipped and properly served by a septic tank system constructed in accordance with the requirements of the State Board of Health.

6. NUISANCE. No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of any abandoned cars, junk or other unsightly debris left or discarded upon any Tract shall be a nuisance per se and is prohibited. Furthermore, the leaving of automobiles upon the street, whether dismantled or not, shall likewise constitute a nuisance per se. Parking shall be off street. Also, the non-removal for ninety (90) days after occupancy of a dwelling of any construction storage trailer and/or of all building materials such as blocks, bricks, lumber, etc., from the street view shall be a nuisance per se. Finally, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage. The failure to do so shall likewise be a nuisance per se. Furthermore, no part of any Tract can be used as a commercial or private land fill. There shall not be any dumping or leaving of any junk or other debris in any area. No Tract shall be used or maintained as dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in closed, sanitary containers kept at the rear of each individual residence.

7. SIGNS. No sign of any kind shall be displayed to the public view on any Tract except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

8. DRILLING. No oil drilling, oil development operation or refining, quarrying or mining operations shall be permitted upon or in any Tract, nor shall oil wells, tanks, etc. be permitted upon any Tract.

9. COMPLETION. Once construction has begun, each individual unit shall be completed in not more than twelve (12) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

10. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each Tract owner shall be responsible for keeping his entire land area including Lot Ten (10), Mallard Point Subdivision, Plat Book 46, Page 46, in which owner has a common interest with other owners, including but not limited to docks, seawalls, etc., in a neat and attractive condition by mowing, trimming, all developed areas, etc.

All owners will be subject to assessment for the maintenance of the community Lot Ten (10), Mallard Point Subdivision, Plat Book

46, Page 46, and to all rules adopted for use and maintenance of the community lot assessments and rules shall be adopted, and thereafter may be amended by a majority of the owners, with each original Tract owner having one (1) vote.

11. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them unit 1 January 2020 at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of the majority of the then owners of Tracts is agreed to change such covenants in whole or in part. For the purpose of voting, each Tract as originally sold by the developers shall have one vote.

12. INVALIDATION. The invalidation of any of these covenants or any word, phrase or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

13. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any Tracts or of the then constituted public authorities or anyone affected, either within or without the platted area to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this Paragraph shall not be exclusive but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said Restrictions.

14. These Restrictions shall be binding only upon the tracts located on the property described in Exhibit "A". These Restrictions are not meant to effect not intended to effect any other land(s) whether adjoining or otherwise owned now or in the future by the owner/developers of Mallard Woods.

IN WITNESS WHEREOF, River Property Developments, a Tennessee Partnership, has hereunto caused this instrument to be signed in the partnership name by its managing partners, on this 16th day of July, 1994.

River Property Developments
A Tennessee Partnership

BY: Herman O. McJade

BY: Joe Bashear