

RESTRICTIONS
OF
OCCOEE RIVERSIDE SUBDIVISION

PART A. PREAMBLE

For a valuable consideration, the receipt of which is hereby acknowledged, Darrell Murray and wife Wanda Murray, and Kenneth David Bishop and wife Myrtle Adellah Bishop, are the owner's of land known as the Ocoee Riverside Subdivision, a plat of which is recorded in the Register's Office, Polk County, Tennessee, in Plat Book 8 page 291 and is such owner's desire to develop, protect and maintain a desirable community and high standards of property values within the Subdivision for the benefit of all purchasers, owners or holders of lots therein, the owners hereby impose the following special covenants and restrictive conditions which are hereby made covenants and restrictive conditions to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof and all conveyances within said Subdivision shall be accepted subject to said special covenants and restrictive conditions and to penalties thereafter provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

PART B. AREA OF APPLICATION

B-1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes only. Upon the residential lots no building shall be erected, altered or placed or permitted to remain upon any of the said lots other than a detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two (2) cars. There shall be no business of any kind whatsoever located upon any lot or tract in Subdivision, nor shall any business of any kind be operated out of any dwelling unit located on any lot or tract in said Subdivision. No house may be moved from another location and placed on any lot.

B-2. CONSTRUCTION REQUIREMENTS. No permanent type structure or foundation will be permitted when constructed from concrete blocks unless the outside of the blocks are covered with Brick or Mountain Stone. There shall be no duplexes and/or multi-family residences located upon any lot or tract in said Subdivision. Dwellings thereon may be made of any permanent type, such as A-frame, log cabin, lake cottage or other architecturally compatible dwelling-type. And where there are constructed outbuildings separate from the main dwelling, such outbuildings shall be constructed of the same type material as the dwelling. All construction shall be completed within Twelve (12) months from beginning. It is the intent of this paragraph that a neat, clean workmanlike construction of quality materials shall be utilized in all construction. There shall be no trailers, mobile homes, or double wide units of any type permitted to be located upon any lot or tract in said Subdivision.

B-3. DWELLING MINIMUM SIZE. No dwelling shall be permitted on any lot having a ground floor living area of the main structure, exclusive of open porches, breezeways, garages and basements of not less than 1,400 square feet and for the purposes of this provision, a 2-Story must have no less than 1,200 square feet on the ground floor and no less than 800 square feet on the second floor.

B-4. BUILDING LOCATION. No building shall be located on any lot nearer than thirty-five (35) feet to the street, nor nearer than ten (10) feet to any interior lot line, except that a lot owner owns two (2) or more adjacent lots may build over or on a lot line.

B-5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The leaving of junk or dismantled automobiles or discarded appliances or other debris upon any lot for longer than thirty (30) days shall be a nuisance per se, and, should such items not be removed within the times specified, the Subdivision Developer or any property owner within the Subdivision shall have the right to remove at the sole expense of the owner and/or tenant upon whose lot the nuisance has occurred, together with attorney fees as set forth in Article C-3 below. Said expenses are due upon date of removal.

B-6. TEMPORARY STRUCTURES. No structure of a temporary character: trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. And for the purpose of this paragraph, a house trailer or mobile home shall be considered a temporary and is not permitted upon any lots at any time.

B-7. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, or cats, or other household pets may be kept providing that said household pets are not kept, bred or maintained for commercial purposes.

B-8. SEPTIC TANKS. All dwellings not connected with public sewer lines shall be equipped and properly served by a septic tank constructed in accordance with the requirements of the State Board of Health. And in all cases prior to construction, the Polk County Health Department shall be contacted for their approval of construction plans and septic system location.

B-9. DRAINAGE AND UTILITY EASEMENTS. An easement is reserved over the outer 7.5ft. of all interior lot lines for drainage and utility installation and maintenance, and further, a ten (10)ft. easement over the front fifteen (15)ft. of each lot is reserved for utility installation and maintenance.

B-10. MAINTENANCE. To maintain the beauty and property value, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, draining, etc. The responsibility of the developer other than as a landowner shall terminate upon the final approval by the appropriate planning commission and the recording of the Subdivision Plat.

B-11. DRIVEWAYS DURING CONSTRUCTION. Before any construction is done, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road or upon any adjoining lot owner. After construction is completed, the driveway shall be constructed of concrete or asphalt with the proper ~~crowning~~ and drainage and shall be kept in a neat and maintained condition at all times. Said driveway shall be completed within sixty (60) days of initial occupancy of the dwelling unit.

B-12. STREETS AND EASEMENTS. The street as shown on the plat is hereby dedicated to the public use; and all easements reserved are reserved and dedicated for the use of holders and owners of lots for sewer, gas, water, electricity or other utilities, and for other appropriate and legitimate purposes to the full extent that their usage does not interfere with the rights of the owners or holders of any other abutting lots.

PART C. CONVENANTS

C-1. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years each, unless an instrument signed by the owners of at least two-thirds (2/3rds) of the lots has been recorded, changing said covenants in whole or in part, and for the purpose of voting, each lot shall have one vote.

C-2. ENFORCEMENT. In any event 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 lot or lots, or of the then constructed public authorities, 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.

C-3. SEVERABILITY. Invalidation of any one of these covenants by judgement of a competent court shall in no matter affect any of the other provisions, which shall remain in full force and effect.

WITNESS my signature this _____ day of August, 2000.

Darrell Murray
Darrell Murray, Owner

Wanda Murray
Wanda Murray, Owner

Kenneth David Bishop
Kenneth David Bishop, Owner

Myrtle Adelia Bishop
Myrtle Adelia Bishop, Owner

STATE OF TENNESSEE)
COUNTY OF POLK)

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid. The within named bargainor's, Darrell Murray, and wife Wanda Murray, Kenneth David Bishop, and wife Myrtle Adelia Bishop, with whom I am Personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office, this the 30 day of August, 2000.

Bunda M. Carter
Notary Public



My Commission Expires: June 19, 2004

State of Tennessee, Polk County
The foregoing instrument and certificate were noted in
Note Book 14 Page 73 at 9:35 o'clock, A M
9-1-00 and Recorded in HUSC Book 96
Page 433-5 State Tax Paid \$ --- Fee 2.00
Recording Fee 12.00 Total \$ 14.00 witness my hand
Receipt No. 60348

G. W. Wilson, Registrar