

Deed 190 823

Prepared by
Edward Maupin III

Page 1 of 3 Pages
Riverbend Estates S/D Restrictions

RESTRICTIVE AND PROTECTIVE COVENANTS
TO
RIVERVIEW SUBDIVISION
BEDFORD COUNTY, TENNESSEE

9-10-07
for Amended
Restriction see D
285 pg 365
John H. Rudy
Cmy

ORIGINAL
DELIVERED
12-5-10-91
DONNETTA HURT
REGISTER

Mr. Segroves
(Rowland)

We, Edward B. Maupin, III, and wife Brenda Maupin, being the owners of Riverview Subdivision according to a map or plat thereof recorded in Plat Cabinet A, Envelope 253, Register's Office of Bedford County, Tennessee, do hereby provide, create and impose upon all lots in and to said Riverview Subdivision; the protective and restrictive covenants set out below and covenant with all subsequent owners of said lots, their grantees, assignees, devisees and heirs and all parties claiming by, through or under them, that the following restrictive and protective covenants shall run with the land and shall apply to all of said lots in Riverview Subdivision, and each subsequent owner by his or her acquisition or acceptance of title to any one or more of said lots, covenants and agrees to said restrictions and protective covenants, which are imposed for the use and benefit of each and every lot in said subdivision.

for Amended Restrictions see
Deed Book 223, Page 609.
This February 2, 1998
Donnetta Hurt, Reg.

SECTION I

- A. TERM:
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date that these covenants are recorded, however, said covenants or restrictions may be changed, altered or modified at any time by an instrument signed by the owners of fifty-one (51%) percent of the lots in said subdivision, which instruments are recorded in the Register's Office of Bedford County, Tennessee, agreeing to change the covenants and restrictions in whole or in part.
- B. ENFORCEMENT:
Any violation or attempted violation of any of the restrictions and protective covenants shall entitle any owner of a lot in the subdivision at any time, to remedy or abate said violation by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant hereof, either to restrain or enjoin violation by injunction or to recover damages, or to seek and obtain whatever other legal redress the law may provide.
- C. SEVERABILITY:
Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

SECTION II: BUILDING RESTRICTIONS

- A. LOT AREA:
No lot or lots as shown and reflected on the recorded plat shall be subdivided, re-subdivided, altered or changed so as to produce less area than hereby established, unless such re-subdivision is approved by the Shelbyville City Planning Commission.

- B. **LAND USE AND BUILDING TYPE:**
No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, or combinations of lots, other than one detached, single-family dwelling, and approved detached appurtenant structures. Foundation blocks must be veneered with brick, stucco, stone or comparable facing.
- C. **STRUCTURES:**
No old or second-hand buildings, mobile homes, tents or shacks shall be moved onto any lot or combination of lots. No person shall live on any lot or combination of lots in a temporary building, trailer, basement, mobile home, garage, barn, outbuilding, tent or shack. For purposes of these restrictions a "mobile home" shall include double-wide mobile homes and factory built modular homes, irregardless of said structures' dimensions.
- D. **DWELLING QUALITY AND SIZE:**
It is the intent and purpose of these covenants to assure that all dwellings shall be of good quality of workmanship and materials. The ground floor area of the main structure of a dwelling or residence, exclusive of open, screened or glassed-in porches, garages, carports, and patios, shall not be less than one thousand eight hundred (1,800) square feet. The minimum area for a two-story structure or a split level structure shall be at least one thousand five hundred (1,500) square feet on the ground floor and at least eight hundred (800) square feet on the second floor.
- E. **BUILDING LOCATION:**
No building shall be located on the lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In no event shall any building be located on any lot nearer than thirty-five (35) feet to the front lot (street) line nor nearer than thirty-five (35) feet to any side street line. No building shall be located nearer than ten (10) feet to any interior side lot line. For the purpose of this covenant eaves, steps and uncovered open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot unless said lot be a part or a combination of lots on which the main structure is located.
- F. **LIVESTOCK AND POULTRY:**
Since the intent of this subdivision is to create several tracts of 3.74 or more acres, the use of these said tracts, identified as tract numbers 16 through 30, and 61 through 65 shall not be limited like the smaller lots. It is the intent of these restrictions to permit the raising of horses and cattle on the portion of these tracts that lie no nearer than 250 feet from the front lot line; however, these restrictions specifically prohibit commercial poultry, swine, sheep or goat operations. No stock fences on any of these tracts may be erected nearer than 250 feet from the front lot line. The lots, identified as numbers 1 through 15, and 31 through 60 or portions or combinations thereof shall not be used for the raising or keeping of poultry, rabbits, horses, swine, sheep, goats or any other livestock; however, this covenant shall not prevent the keeping of normal household pets such as birds, dogs and cats, provided that they are not bred or maintained for any commercial purposes.
- G. **NUISANCES:**
No noxious, unlawful or offensive activity shall be carried on upon any lot or tract; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

SECTION III: EASEMENTS

- A. A five (5) foot easement on the rear of all lots and a five (5) foot easement on the interior side lot lines of all lots according to a recorded plat of this subdivision are reserved for construction, installation and maintenance of public utilities and drainage. However, when all of one lot is combined with an adjoining lot to form a single lot, the easement reservation therein provided for shall be deemed to exist on the interior side lot lines of the newly formed lot rather than on the interior side lot lines that existed prior to the combination of lots. A combination of one (1) or more lots constituting a new and larger lot shall be considered as an original lot for the purposes of these restrictions.
- B. The granting of the easement or right of access reserved herein shall not prevent the use of the area by the owner for any permitted purposes, except for buildings and obstructions which hamper drainage flow.

SECTION IV: AMENDMENT

Any or all of the restrictive covenants imposed by this instrument may at any time or times be altered, omitted, amended or changed by a recorded instrument in writing, recorded in the Register's Office of Bedford county, Tennessee, agreed to and entered into by the owner or owners of record of fifty-one (51%) percent of the lots comprising Riverview subdivision.

IN WITNESS WHEREOF, EDWARD B. MAUPIN, III, and wife BRENDA MAUPIN being the owner of the property comprising Riverview Subdivision, has executed the foregoing instrument of Restrictive and Protective Covenants pertaining to Riverview Subdivision, this 3rd day of December, 1991.

STATE OF TENNESSEE, BEDFORD COUNTY
 The foregoing instrument and certificate were noted in Note Book 20 page R-13 at 8:50 o'clock a M., on the 5 day of Dec, 1991 and recorded in Deed Book 190, page 823.
 State Tax Paid \$ —, Fee \$ —, According to Fee \$ 12.00, Total \$ 12.00 Witness my hand. Receipt No. 96215
Donnette Hurt
 Register

Edward B. Maupin, III
 EDWARD B. MAUPIN, III

Brenda Maupin
 BRENDA MAUPIN

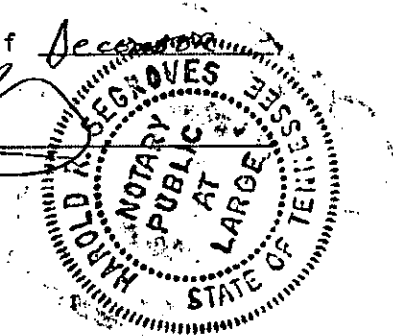
STATE OF TENNESSEE

COUNTY OF BEDFORD

Personally appeared before me, the undersigned authority, a Notary Public in and for the said County and State, EDWARD B. MAUPIN, III, and wife, BRENDA MAUPIN, the within named owners, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal this 3rd day of December, 1991.

[Signature]
 NOTARY PUBLIC



My Commission Expires: 7-13-93

THIS INSTRUMENT WAS PREPARED BY:

JOE M. LAMBERT, JR.
Attorney At Law
Second Floor First Union Bank Building
P.O. Box 306
Shelbyville, TN 37162
(615)684-9600

State of Tennessee, County of BEDFORD
Received for record the 02 day of
FEBRUARY 1998 at 11:07 AM. (RECH 19508)
Recorded in Book D223 pages 609- 611
State Tax \$.00 Clerks Fee \$.00,
Recordings \$ 12.00, Total \$ 12.00,
Register of Deeds DONNETTA HURT
Deputy Register JOAN ARNOLD

**ORIGINAL
DELIVERED**
2-5 19 98
**DONNETTA HURT
REGISTER**

AGREEMENT TO AMEND
Restrictive and Protective Covenants
Riverview Subdivision
Bedford County, Tennessee

Robt Rhodes COME THE UNDERSIGNED, consisting of Twenty-one (21) property owners within Riverview Subdivision who constitute the owners of fifty-one (51%) percent of the lots comprising Riverview Subdivision, pursuant to Section IV of the Restrictive and Protective Covenants to Riverview Subdivision Bedford County, Tennessee, of record at Deed Book 190, page 823, Register's Office, Bedford County, Tennessee, hereby enter into this agreement to amend said Restrictive and Protective Covenants to Riverview Subdivision, and that the following amendments shall run with the land and shall apply to all of said lots in Riverview Subdivision, and that each subsequent owner by his or her acquisition or acceptance of title to any one or more of said lots, covenants and agrees to said restrictions and protective covenants, as amended, which are imposed for the use and benefit of each and every lot in said subdivision, said amendments are as follows:

SECTION II B is amended to read:

Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, or combinations of lots, other than one detached, single-family dwelling, and approved detached appurtenant structures. All structures, including their foundations, must be veneered with brick, stucco, stone or comparable facing, except for overhangs, dormers, etc.

Attached garages shall open only to the side or rear of the dwelling.

SECTION II C is amended to read:

Structures. No old or second-hand buildings, mobile homes, tents or shacks shall be moved onto any lot or combination of lots. No person shall live on any lot or

combination of lots in a temporary building, trailer, basement, mobile home, garage, barn, outbuilding, tent or shack. For purposes of these restrictions a "mobile home" shall include double-wide mobile homes and factory built modular homes, regardless of said structures' dimensions.

Any accessory building shall be constructed in the same design and material as the main residence.

IN WITNESS WHEREOF, the below named owners of fifty-one (51%) of the lots comprising Riverview Subdivision, have executed the foregoing instrument of Amendment to Restrictive and Protective Covenants Riverview Subdivision, Bedford County, Tennessee, this _____ day of _____, 1997.

- | | | | |
|-----|---|-----|-------------------------------|
| 1. | DAVID L. HARVEY
DL 2110 | 19. | _____ |
| 2. | DL 2110 | 20. | _____ |
| 3. | _____ Frank H. Weeden | 21. | Bobby Sanders |
| 4. | Bobby S. Sanders | 22. | Juanita McQueen Duane McQueen |
| 5. | Bobby Sanders | 23. | _____ |
| 6. | ROGER E. WOOD | 24. | _____ |
| 7. | Roger E. Wood Perryberry | 25. | _____ |
| 8. | Gold Humphrey MD | 26. | _____ |
| 9. | Gold Humphrey MD | 27. | _____ |
| 10. | C. L. ARCHER, WRIGHT
Clark W. Wright 9-30-97 | 28. | _____ |
| 11. | _____ | 29. | _____ |
| 12. | Bobby Sanders | 30. | _____ |
| 13. | Jennifer Sanders Doak | 31. | _____ |
| 14. | Robert E. Rhodes 9-30-97 | 32. | _____ |
| 15. | Dee McCall, II DEE MC CALLOUCH, II | 33. | Waleed IRANIE |
| 16. | EARNEST K. RANNEY | 34. | Waleed |
| 17. | Earl K. Lang | 35. | DAVID L. HARVEY
DL 2110 |
| 18. | Earl K. Lang | 36. | DL 2110 |

- | | | | |
|-----|--|-----|---|
| 37. | DAVID L HENARD
<u>D L H</u> | 52. | warren Lander
<u>Warren Lander</u> |
| 38. | <u>D L H</u> | 53. | warren Lander's
<u>Warren Lander</u> |
| 39. | <u>D L H</u> | 54. | warren Lander's
<u>Warren Lander</u> |
| 40. | AUSTIN DE JARCA
<u>Austin DeJarca</u> | 55. | JOE M. LAMBERT
<u>Joe M. Lambert</u> |
| 41. | <u>Bobby G. Sanders</u> | 56. | |
| 42. | <u>Stephen Anthony</u> | 57. | |
| 43. | | 58. | <u>Dave Gardesky</u> |
| 44. | <u>Bobby G. Sanders</u> | 59. | <u>Dave Gardesky</u> |
| 45. | <u>Bobby G. Sanders</u> | 60. | |
| 46. | <u>Bobby G. Sanders</u> | 61. | |
| 47. | | 62. | |
| 48. | | 63. | <u>John R. James</u> |
| 49. | | 64. | BEAN F. JAMES
<u>Bean F. James</u> |
| 50. | DAVID M DUNCAN
<u>David M. Duncan</u> | 65. | warren Lander's
<u>Warren Lander</u> |
| 51. | warren Lander's
<u>Warren Lander</u> | | |

STATE OF TENNESSEE)
 COUNTY OF BEDFORD)

Personally appeared before me, the undersigned Notary Public, in and for said state and county, ROB RHODES, the within named bargainor with whom I am personally acquainted, after being duly sworn, acknowledged before me that he circulated the foregoing Agreement to Amend the Restrictive and Protective Covenants, Riverview Subdivision, Bedford County, Tennessee, that he witnessed the signature of each person, that each signature is the signature of the person it purports to be, and that to the best of his knowledge, each person was, at the time of signing, an owner of real property within Riverview Subdivision, Bedford County, Tennessee.

Rob Rhodes
 ROB RHODES

WITNESS MY HAND and official seal at office in Shelbyville, Bedford County, Tennessee, this the 2nd day of February, 1998.

Catherine G. Esary
 NOTARY PUBLIC

My Commission Expires:
July 13, 1999



AGREEMENT TO AMEND

COME THE UNDERSIGNED, consisting of Thirty six (36) property owners within Riverview Subdivision who constitute the owners of fifty-one (51%) percent of the lots comprising Riverview Subdivision, pursuant to Section IV of the Restrictive and Protective Covenants to Riverview Subdivision Bedford County, Tennessee, of record at Deed Book 190, page 823, Register's Office, Bedford County, Tennessee, hereby enter into this agreement to amend said Restrictive and Protective Covenants to Riverview Subdivision, and that the following amendment shall run with the land and shall apply to all said lots in Riverview Subdivision, and that each subsequent owner by his or her acquisition or acceptance of title to any one or more of said lots, covenants and agrees to said restriction and protective covenants, as amended, which are imposed for the use and benefit of each and every lot in said subdivision, said amendment is as follows:

Section II G is amended to read:

Nuisances: No noxious, unlawful or offensive activity shall be carried on upon any lot or tract: nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Specifically said: Golf Carts, ATV's, Four Wheelers, Three Wheelers, Go Carts, Tractors, Lawn Mowers, Cats, Dogs, and Children are not considered to be annoyances or nuisances.

IN WITNESS WHEREOF, the below named owners of fifty-one (51%) of the lots comprising Riverview Subdivision, have executed the foregoing instrument of Amendment to Restrictive and Protective Covenants Riverview Subdivision, Bedford County, Tennessee, this 10th day of August, 2007.

- | | |
|--------------------------------------|------------------------|
| 1. <u>Mary Howard</u> | 16. _____ |
| 2. <u>Mary Howard</u> | 17. _____ |
| 3. _____ | 18. _____ |
| 4. _____ | 19. _____ |
| 5. _____ | 20. _____ |
| 6. <u>Roger Wood</u> | 21. <u>Bobby Green</u> |
| 7. <u>Sharon Wood</u> | 22. _____ |
| 8. _____ | 23. _____ |
| 9. _____ | 24. _____ |
| 10. <u>Clark & Brenda Wright</u> | 25. _____ |
| 11. <u>Lynn & Cannon York</u> | 26. _____ |
| 12. <u>Bobby Green</u> | 27. _____ |
| 13. <u>Matthew & Dawn</u> | 28. _____ |
| 14. <u>_____</u> | 29. <u>D B</u> |
| 15. <u>_____</u> | 30. <u>D B</u> |

BK/PG:D285/365-366
07006689

ARC 2 PG BA: 15098	
08/10/2007 10:00 AM	
VALUE	0.00
MFG TAX	0.00
TRN TAX	0.00
REC FEE	10.00
DP FEE	2.00
REG FEE	0.00
TOTAL	12.00

STATE OF TENNESSEE, BEDFORD COUNTY

JOHN H REED JR
REGISTER OF DEEDS

- | | |
|---------------------------------|--|
| 31. <u>Alb</u> | 49. <u>James & Melissa Brannon</u> |
| 32. <u>Alb</u> | 50. <u>Dolbie L. Woods</u> |
| 33. <u>Veresa Loney</u> | 51. <u>Berita Helmore</u> |
| 34. <u>Veresa Loney</u> | 52. <u>Berita Helmore</u> |
| 35. _____ | 53. <u>Dawn Segroves</u> |
| 36. _____ | 54. _____ |
| 37. _____ | 55. <u>Laura Michay</u> |
| 38. <u>Mary Howard</u> | 56. _____ |
| 39. <u>Mary Howard</u> | 57. <u>Delon G. York</u> |
| 40. _____ | 58. <u>Joyce Dardenkin</u> |
| 41. <u>Cody & Kell King</u> | 59. <u>Christi Campbell</u> |
| 42. _____ | 60. <u>Martha J. Kaiser</u> |
| 43. _____ | 61. _____ |
| 44. <u>Paula Jones</u> | 62. <u>Mary Jo Carter</u> |
| 45. <u>Delon York</u> | 63. <u>Delon G. York</u> |
| 46. <u>Delon York</u> | 64. _____ |
| 47. _____ | 65. <u>Warren Sanders</u> |
| 48. _____ | |

STATE OF TENNESSEE)
 COUNTY OF BEDFORD)

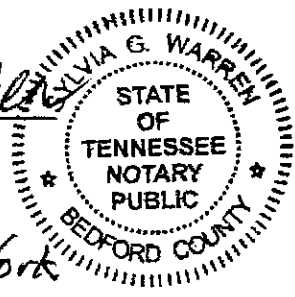
This 10th day of Aug 2007
 RONDA H. CLANTON, T.C.A.
 Property Assessor, By: R
 Bedford County, Tennessee

Personally appeared before me, the undersigned Notary Public, in and for said state and county, DEBRA YORK, the within named bargainor with whom I am personally acquainted, after being duly sworn, acknowledged before me that she circulated the foregoing Agreement to Amend the Restrictive and Protective Covenants, Riverview Subdivision, Bedford County, Tennessee, that she witnessed the signature of each person, that each signature is the signature of the person it purports to be, and that to the best of her knowledge, each person was, at he the time of signing, an owner of real property within Riverview Subdivision, Bedford County, Tennessee.

Debra York
 DEBRA YORK

WITNESS MY HAND and official seal at office in Shelbyville, Bedford County, Tennessee, this the 10th day of AUGUST, 2007.

Warren Sanders
 NOTARY PUBLIC



My Commission Expires:
11-15-2009

Prepared By Debra York
 106 Ashe Rd
 Shelbyville, TN 37160
 Mailed to
 8/13/07