

4 PGS : AL - RESTRICTIONS	
MB BATCH: 30547	
08/31/2012 - 11:26:16 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, UNION COUNTY

MARY BETH KITTS

REGISTER OF DEEDS

This Instrument Prepared By:  
 Reid Troutman  
 TROUTMAN & TROUTMAN  
 P.O. BOX 757  
 LaFollette, TN 37766

## PROTECTIVE AND RESTRICTIVE COVENANTS FOR PINNACLE POINTE SUBDIVISION, PHASE 3

1. The development designated as PINNACLE POINTE SUBDIVISION PHASE 3, and is hereby designated for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any of the said land other than one detached single family dwelling and separate guest house not to exceed two and one-half stories in height, excluding basements. All lots in the development shall be known, described and zoned as residential lots and are to be used exclusively for residential purposes only. The term "Developer" shall refer to Steve Jones and his successors and assigns, and being the property conveyed to the Developer as recorded in Warranty Deed Book A8, Page 198 as recorded in the Register's Office for Union County, Tennessee.
2. No trailers, mobile homes (single or double wide), manufactured homes, basements, tents, shacks, shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No residence shall be occupied if the residence has an unfinished appearance. All homes must be erected on site known as "stick type" building.
3. All set backs of primary structure shall be in accordance with the Union County zoning requirements.
4. The intention and purpose of this covenant is to assure that all dwellings shall be constructed with a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Minimum square footage of residence shall be a minimum of 1,400 square feet of heated living. Any variance from this requirement must be approved by Developer.
5. **HOME DESIGN:**
  - No exposed foundations. Foundation must be covered with brick, stone or stucco.
  - All driveways must be concrete, stone, brick, pavers or asphalt. Any other surface must be approved by the Developer.
  - No construction on any Lot shall be permitted until Lot Owner has submitted to Developer construction plans showing (1) the location of all improvements proposed for such lot, (2) architectural plans of the proposed improvement, (3) type of exterior material to used for the proposed structure and (4) the proposed location for the driveway and water well. Developer shall have the right to approve the proposed plans as submitted by Owner. Further, Developer shall provide Owner with a written response to the proposed construction no later than Fifteen (15) days following submission of such plans. Driveway and Well Water placement shall be approved by Developer to ensure that no Driveway cuts or Water Well placement adversely affect properly installed drain field lines for adjoining Lots.

- The exterior of the dwelling must be stone, brick, wood (painted or stained) or stucco, or a combination thereof. Exterior covering must be approved by the developer as set forth above. Vinyl siding is permitted in the form of "cedar shake" style siding. All siding of must be approved by Developer and/or his assigns prior to construction.
6. Pools must be in-ground, located behind the residence, and be enclosed by a fence with a minimum height of four (4) feet. All pools must be approved by Developer and/or his assigns. Pool fencing must be wrought iron or aluminum (with a wrought iron look or appearance).
  7. Building set back requirement shall be as follows: 30 foot set back requirement from all side lot lines and 30 foot set back requirement from the edge of pavement. Any variance of said set back requirement shall be approved by Developer.
  8. Fences must be approved by Developer and/or his assigns prior to installation.
  9. No window unit air conditions shall be permitted or installed on the residential structure.
  10. No "full-size" satellite dishes are allowed. "Mini" dishes are allowed if they are located in the back of a dwelling or are concealed from view of the street. Exterior antennas are permitted only if concealed from view of the street.
  11. Garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All containers for garbage or waste shall be placed so that they are not visible from the road, except on days of garbage pick-up service. Garbage cans and air conditioners shall be concealed from view by appropriate screening.
  12. No junk cars, junk motors or junk materials may be moved on any lots and no lots shall be used for storage of any personal property, which might be offensive in nature to neighbors. All vehicles parked or stored on the Owner's premises shall have current vehicle tags.
  13. No "on street" parking shall be permitted for cars, boats, campers or over-the-road vehicles, trailers, buses, or any other commercial vehicles exceeding 15,000 lbs. G.V.W.R. (light-duty) are not allowed to be parked at any time in the development except in the normal course of home construction or deliveries.
  14. Guest home, Detached storage buildings or garages built on a lot must be of the same design and construction of that of the primary residence, and said structure must be approved by Developer prior to construction.
  15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property, except that dogs, cats or other domestic and household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Domestic and household pets maintained outside must be kept on a leash or in a fenced in lot located in the back of the primary residence. With suitable facilities and proper fencing, horses and ponies only shall be permitted on Subdivision lots. Improvements constructed for the maintenance and upkeep of animals shall be in good repair and must conform generally in appearance with the dwelling upon a lot, although such improvements need not be constructed in materials identical to an existing dwelling. Each lot owner must maintain any such improvement placed upon any lot and no unsightly or dilapidated buildings or other structures shall be permitted on any lot.

16. A barn or stable may be constructed on any lot within Phase 3 for the purpose of housing horses or ponies. The structure must be built of quality workmanship and must be esthetically in harmony with the natural surroundings.
17. No lot may be subdivided without the approval of the Developer, his successor and/or assigns.
18. Exterior of all homes must be completed within one (1) year after construction begins and construction material must be removed within two (2) weeks of occupancy of home.
19. Real estate signs shall be limited to one (1) sign, not to exceed three (3) square feet of advertising space. This will also apply to contractor's signs advertising property during the construction process.
20. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
21. These covenants are to run with the property and shall be binding on all parties and all persons claiming under then for the period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the land within 1,000 foot radius of this property in this subdivision has been recorded agreeing to change said covenants in whole or in part.
22. If the parties hereto or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property above set forth to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or further dues (including attorney's fees) from such violation. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

WITNESS, this 30<sup>TH</sup> day of August, 2012.

  
STEVE JONES

STATE OF TENNESSEE            )  
  ) ss.  
COUNTY OF UNION            )

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **STEVE JONES**, with whom I am personally acquainted, and who after being duly sworn, having the authority to do so, they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 30 day of August, 2012.



**Notary Public**

My Commission Expires: 3/29/15

