

Prepared by Phil Swafford, Attorney.

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RESTRICTIONS
OF
PINOAK POINTE SUBDIVISION III

Fred L. Key and Darrell Murray, Owners

PART A. PREAMBLE

WHEREAS, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Fred L. Key and Darrell Murray, being the owners of the land designated as Pinoak Pointe Subdivision, as shown on the plat thereof recorded in the Register's Office for Roane County, Tennessee, in order to develop, protect and maintain a desirable Subdivision and high standard of property values therein, for the benefit of all purchasers, owners, or holders of lots within said Subdivision, do hereby impose upon the lots located in said Subdivision the following special covenants and restrictive conditions, which are hereby made or referred to in subsequent conveyances of said lots or portions thereof; and all conveyances of lots or parcels of land within said Subdivision shall be accepted subject to said special covenants and restrictive conditions and to penalties hereinafter 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 three (3) cars.

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 finished, painted, florida-like stucco, or of some material that will completely cover the outside surface of the blocks. Dwellings thereon may be made of any permanent type, such as A-frame, 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.

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 800 square feet and for the purposes of this provision, a split-level house shall be considered a one-story house.

B-4. BUILDING LOCATION. No building shall be located on any lot nearer than thirty-five (35) feet to the street (or streets when on a corner lot), nor nearer than ten (10) feet to any interior lot line. No buildings may be located below the 750 ft. contour elevation without express approval of TVA.

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 any house destroyed or partially destroyed by fire or otherwise, shall not remain upon said lot for more than One (1) year, and to do so 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.

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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, but this does not prohibit campers, camping trailers or tent camping which does not remain upon the lot for a period exceeding fifteen (15) days within any thirty (30) day period. And for the purpose of this paragraph, a house trailer or mobile home shall be considered a temporary structure 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 with septic tanks constructed in accordance with the requirements of the State Board of Health of Tennessee, and of the Roane County Health Department.

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

B-10. 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.

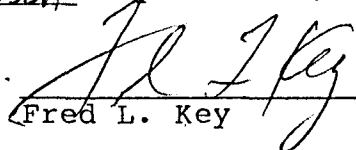
PART C. COVENANTS.

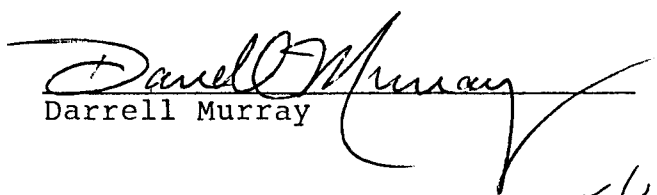
C-1. TERM. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (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 the 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 constituted 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 violations of said restrictions.

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

WITNESS our signatures this 15th day of May, 1995.


Fred L. Key


Darrell Murray

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