MAIL TO:
Ed Brown
POB 4674
Cleve, TN 37320

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Prepared by **DAVID S. HUMBERD, Attorney**
Cleveland, Tennessee

RESTRICTIONS FOR PIN OAKS

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, I, ED BROWN, CHIEF MANAGER/MEMBER of PROPERTY INVESTMENT GROUP, LLC being the owner of land to be known as PIN OAKS SUBDIVISION a Plat of which is recorded in the Register's Office of Bradley County, Tennessee (ROBCT) in Plat Book 19, page 90 consisting of 33 lots and in order to develop, protect and maintain a desirable community and high standards of property values therein for the benefit of all purchasers, owners or holders of said lots, the following special covenants and restrictive conditions are hereby made covenants and restrictive conditions to run with the land, whether they be mentioned or referred to in subsequent conveyances or not; and all conveyances within said subdivision shall be accepted subject to said special covenants and restrictive conditions and to the penalties hereinafter provided for their violation or attempted violations as fully as if incorporated into and made a part of each conveyance in detail.

1. **LAND USE**. All lots shall be used for single-family residential purposes only. There shall be no business of any kind located upon any lot or tract, nor shall any business of any kind be operated out of any home. At no time shall any lot be used in whole or part as a street or right-of-way for any utility easements connecting from said street within the subdivision to any land outside the subdivision, except with the express written and recorded approval of the developers, its successors or assigns.

2. **ARCHITECTURAL CONTROL.** No construction of any building shall begin until the plans and specifications, and a plan showing the location of the structure, shall have been approved by a committee designated by PROPERTY INVESTMENT GROUP, LLC, or one or more persons designated by PROPERTY INVESTMENT GROUP, LLC. IT IS CLEARLY UNDERSTOOD AND THE PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the Architectural Review Board may require any changes not otherwise prohibited in these Restrictions, concerning size, design, style, location, type of exterior, etc., with regard to the building. The decision of PROPERTY INVESTMENT GROUP, LLC, or its successor in interest, or the committee, if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, PROPERTY INVESTMENT GROUP, LLC, or its successors in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the principal amount originally paid to PROPERTY INVESTMENT GROUP, LLC, for the lot in conflict. Plans must be signed by Property Management Group, LLC and a copy shall be filed with Property Management Group, LLC.

3. **BUILDING TYPE AND LOCATION.** No structure shall be erected or maintained on any lot or tract other than a detached single-family dwelling. No more than one (1) residence shall be permitted upon any one lot or tract. An outbuilding may be erected or located to the rear of the main building. Each dwelling may have an attached garage.

All structures, including garages and outbuildings, shall be constructed of new materials, and shall be of the same materials as the main house, and unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a good condition at all times.

There shall be no structures erected of a geodesic dome design or of any extremely unusual design without the express approval of the developer, its successors and/or assigns. There shall be no split-foyer homes or split-level homes erected. There shall be no artificial or man-made stone materials or asbestos siding used at any point on any lot or tract. All roofs on all buildings shall be covered with a high quality roofing material. Roofs shall contain a minimum pitch ratio of 7 to 12. Porch overhangs shall not be governed by this 7 to 12 ratio requirement and shall be governed by and subject to the approval of the developer and/or the Architectural Review Board. All houses shall have a minimum of 40% brick all front surface of house. All foundations on all buildings, including but not limited to garages and outbuildings, shall be of brick or mountain stone unless otherwise approved by the developer, its successors and/or assigns.

There shall be no metal, wire or chain link fencing in front or rear of any dwellings (either along the side or front boundaries) and all fences to the rear of the dwelling shall be of new materials and kept in good condition at all times and shall be wood or vinyl coated. Privacy fences shall not be more than 6 feet high. All fences shall be approved by the Developer or Architectural Review Board as to type and placement prior to construction.

Dwellings shall be set back from the street as provided for on the recorded Plat of this subdivision unless otherwise approved for change as to a specific lot by the developer in writing.

4. **SIDEWALKS.** The owner of each lot must construct, build a 42-inch wide sidewalk along the street side of the lot within six (6) months of the purchase of the lot. The sidewalk shall tie into the walk on the adjoining lots, if previously constructed, and be compatible with the remainder of the sidewalks in the subdivision as to size and materials. Each lot owner shall be responsible for maintaining the sidewalk in front of their house. All sidewalks shall be constructed of a thickness of at least four (4) inches. All corner lots must construct a sidewalk on both/all street sides of the lot. All lot owners shall be responsible to maintain the sidewalk on their lot.

5. **SUBDIVISION OF LOTS.** No lot or tract may be subdivided by anyone other than the original developer who shall have the authority to re-subdivide any lot or tract. However, this does not preclude the addition of a portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for this provision. No lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes; each division, except as made by the subdivision developer, shall be for the purpose of adding to an adjacent tract of land. There shall be no utility station of any sort located on any lot unless as otherwise approved by the developer.

6. **DWELLING SIZE.** The minimum square footage of living area of each single-level dwelling, exclusive of basements, porches, breezeways, terraces, garages, etc., shall be 1,300 square feet; and any one and one-half story dwelling shall contain not less than 1,300 square feet with a minimum of 700 square feet of heated and cooled space on the first floor. Any two-story dwelling shall contain not less than 1,300 square feet with a minimum of 1,000 square feet of heated and cooled space on the first floor. The square footage of any other non-designated dwelling must be specifically approved by the developer, or its successors in interest. Under no circumstances shall there be any dwelling erected for the purpose of housing servants, i.e, there shall be no servants quarters located on any lot or tract.

7. **UTILITY AND DRAINAGE EASEMENTS.** The utility and drainage easements shall be as shown on the recorded Plat in the Register's Office of Bradley County, Tennessee.

8. **TEMPORARY STRUCTURE OR MOBILE HOMES.** No mobile homes, double wides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot within said development. 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.

9. **ANIMALS.** Dogs and cats are allowed, but no other animals are allowed as pets in the yards of said lots. All dogs and cats shall be maintained by said owner in a fenced area or on a leash. If said animals run freely and become a nuisance, then the proper authority or pound can or will be contacted by the developer or any resident in the community.

10. **NUISANCES.** No noxious or offensive activity shall be carried upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stoves, shall constitute a nuisance per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise, shall likewise constitute a nuisance per se. Also the non-removal for ninety (90) days after occupancy of a dwelling of all building materials, such as block, bricks, lumber, etc., from street view shall be a nuisance per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired within six (6) months from such destruction or damage: The failure to do so shall be a nuisance per se. Satellite dishes are prohibited and to install one shall be considered a nuisance per se. Satellite dishes and visible antennas are permitted subject to the following conditions: any and all satellite dishes located on any lot or tract within said subdivision shall not be visible from the street and must be located in the rear yard. All antennas must be of high quality and must be approved by the developer, its successors and/or assigns. The developer reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant lot so long as it is vacant.

No property owner shall conduct more than two (2) yard sales per calendar year.

11. **STREET DEDICATION.** All streets shown on the Plat are hereby dedicated to the public use.

12. **SUBDIVISION MAINTENANCE.** To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. Developer's responsibility, other than as land owner, shall terminate upon the "final approval" of the appropriate Planning Commission as to the subdivision proper. Any pool, including above ground, shall be located behind the house and shall be fenced. Any propane tanks shall not be visible from the road and shall be appropriately screened or landscaped.

13. **COMPLETION.** Once construction has begun, all residences shall be completed in not more than eight (8) months, otherwise it shall be considered a nuisance under the terms of these restrictions.

Upon completion of construction of the main dwelling, the owners of each lot or tract in this subdivision shall expend for landscaping a minimum of one percent (1%) of the total cost of the house and lot. This provision shall apply to any re-construction of any destroyed dwelling. This landscaping shall be completed under the terms of these restrictions. All landscaping shall conform to the following standards: each homeowner shall plant a minimum of two (2) trees, (one of which must be a pin oak) at least six (6) feet in height in front of the dwelling. Furthermore, each homeowner shall install, at a minimum, shrubs and/or plantings along the front side of the dwelling first. Furthermore, each lot owner shall install a mailbox which shall be specified and approved and designated by the developer. The purpose of this clause is to create a uniform and pleasing look to all homes as well as to the subdivision as a whole. This landscaping shall be completed within sixty (60) days from the date the Notice of Completion on the home is filed in the Courthouse and/or within sixty (60) days from the date of occupancy of the home itself.

14. **MAINTAINING OF CURBING.** The owner of each lot, particularly during construction, shall maintain and keep in good repair the curbing and streets adjacent to said lot, and shall replace and/or repair the curbing and/or the streets that are damaged by himself, his builders, agents or servants.

15. **SPECIAL RADIO EQUIPMENT.** There shall be no type radio or equipment using air waves which will interfere with the normal reception of radio and television or other appliances, used or maintained in the subdivision. Furthermore, all satellite dishes shall be located in the rear of the dwelling not visible from the street.

16. **MOTOR HOMES, BOATS, CAMPING TRAILERS OR TRAVEL TRAILERS.** No motor home, boat, boat trailer, travel trailer, camping trailer, or other similar trailer vehicles, whether motorized or not, shall be parked for longer than a three (3) day time limit in any driveway in front of a structure or in the front yard of, or to the side of, any dwelling, nor on any vacant lot so as to be exposed to the street. Such vehicle or trailer shall be parked in a garage, basement or to the rear of any residence so as to be out of normal view from any street within the subdivision.

17. **TERM.** The covenants herein shall be binding upon all parties and all persons claiming

under them until April 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a majority of the then owners of the lots or tracts within said subdivision development, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract, as originally sold by developer, shall have one vote.

18. **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.

19. **ENFORCEMENT.** In the event that any one or more of the foregoing restrictive covenants 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 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 allow by law in such cases at the time or times of violation of said Restrictions.

20. **ASSOCIATION.** A homeowner's association is to be formed under the laws of the State of Tennessee for the purpose of carrying on one or more of the functions of a homeowners' association including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations set forth in this declaration. Every person who is an owner is and shall be a member of the association as more particularly set forth in the Bylaws of the association.

20.1 Common Properties and Improvements Thereon. The developer may install initially one or more entrance signs to the development. The signs shall become part of the Common Properties and the Association shall become responsible for the operation, maintenance, repair and replacement of the signs. The developer may also landscape the entrance areas (whether privately or publicly owned) and other areas where it may or may not have reserved an easement. These areas shall become Common Properties, and the Association shall then become responsible for maintenance of the landscaped areas. The 7.97 acres shown on said plat or a portion thereof may become part of the Common Properties when deeded by the developer to the Association. The developer reserves the right to convey the 7.97 acres to a governmental unit or a non-profit organization or one or more members of Property Investment Group, LLC. The developer and the Association may add additional Common Properties from time to time as they see fit. The Common Properties shall remain permanently as open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified.

20.2 Creation of a Lien and Personal Obligation of Assessments. Each owner by acceptance of a deed conveying a lot, whether or not it shall be so expressed in any such deed or

other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The owner of each lot shall be personally liable, such liability to be joint and several if there are two or more owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are owners of a lot. The annual and special assessments, together with such interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more lots are combined into a single lot by an owner, the assessments will continue to be based upon the number of the original lots purchased. In the event three or more lots are combined into two or more lots by an owner, the assessments will continue to be based upon the number of original lots, and if any original lot is subdivided, the assessment on such original lot shall be prorated between the owner based upon the square footage owned by each owner.

20.3 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners and for the improvements and maintenance of the Common Properties.

20.4 Amount of Annual Assessment. Until the transfer of governing authority from the developer to the Board takes place as described in the Bylaws, the amount of the annual assessments shall be set by the developer at such amount as the developer, in its sole discretion, deems appropriate to promote the recreation, health, safety, and welfare of its members. Thereafter, the amount of the annual assessments shall be set by the Board .

20.5 Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefore, the Association is hereby granted a lien upon each Lot and the improvements thereon as security for payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing in lien upon said lot. The lien shall become effective on a lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the owner or owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association

20.6 Lease, Sale or Mortgage of Lot. Whenever any lot may be leased, sold or mortgaged by the owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the owner of such lot, shall furnish to the proposed lessee, purchase of mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the owners of such lot and the Association under this Declaration.

Such statement shall be executed by any officer of the Association, and any lessee, purchase or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In any voluntary conveyance of a lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefore.

The Association shall at all times maintain a register setting forth the names of the owners, and, in the event of a sale or transfer of any lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any lot. Further, the owner shall at all times notify the Association of any mortgage and the name of the mortgagee on any lot, and the recording information which shall be pertinent to identify the mortgage and the mortgagee. The mortgagee may, if it so desires, notify the Association of the existence of any mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same. The Association may rely on such register for the purpose of determining the owners of lots and holders of mortgages.

The liens provided for in this Declaration shall be subordinate to the lien of a first mortgage on any lot if, and only if, all assessments, whether annual or special, with respect to such lot having a due date on or prior to the date such mortgage is recorded have been paid. In the event any such first mortgage (i.e., one who records a mortgage on a lot for which all assessments have been paid prior to recording) shall acquire title to any lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and payable for said lot subsequent to date of acquisition of such title. In the event of the acquisition of title to a lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

THE RESTRICTIONS SHALL BE BINDING ONLY UPON THE THIRTY-THREE LOTS SHOWN ON THE AFOREMENTIONED PLAT. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPER OF PIN OAKS SUBDIVISION.

WITNESS my signature this 7th day of Oct, 2005.

PROPERTY INVESTMENT GROUP, LLC.

Ed Brown

By: **ED BROWN, MANAGER/MEMBER**

STATE OF TENNESSEE)

COUNTY OF BRADLEY)

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally came ED BROWN, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the MANAGER/MEMBER of PROPERTY INVESTMENT GROUP, LLC. the within named bargainor, and that he as such Manager, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the LLC by himself as such Manager.

Witness my hand and Notarial Seal, this 7 day of October

NOTARY PUBLIC

DAVID S. HUMBERD
STATE OF TENNESSEE NOTARY PUBLIC
BRADLEY COUNTY

My Commission Expires: 7/1/08

BK/PG:1580/189-196

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BONNIE BATCH: 20545	
10/07/2005 - 09:39 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

STATE of TENNESSEE, BRADLEY COUNTY

RAYMOND SWAFFORD

REGISTER OF DEEDS