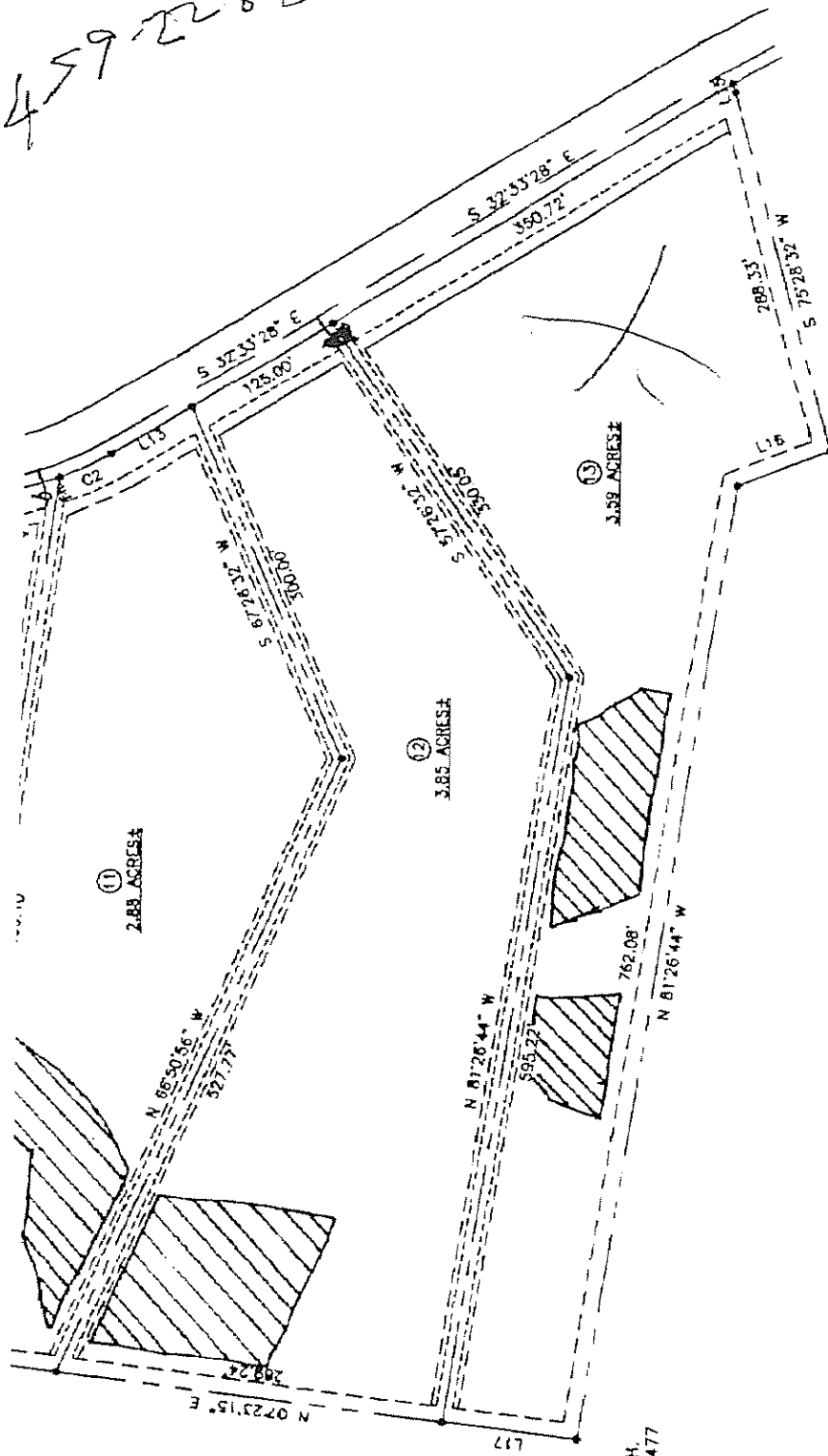


459-2258



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KOUICHEKI, M.H.  
D.B: 457, P.C: 477

484-8431 J. Kenna

Prepared by Pioneer Properties  
1174 N. Main Street, Crossville, TN 38555

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**STERLING HEIGHTS  
AMENDED DECLARATION OF RESTRICTIONS**

~~NO~~ INVESTORS

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#1, 2, 3, 4  
Agreement  
for  
Vind. Fund  
TO STEVE

WHEREAS, the Declaration of Restrictions for STERLING HEIGHTS, being described as Lots 1 thru 13, dated the 7th day of August, 2006 was recorded in Book 1238, Pages 1708-1711, Register's Office of Cumberland County, Tennessee; and

WHEREAS, PIONEER PROPERTIES, a Tennessee General Partnership, the owners and developers of Sterling Heights wish to amend the restrictions by removing the original restrictions and imposing the following restrictions; and

WHEREAS, Lot No. 3 of Sterling Heights was conveyed to GET Family Limited Partnership, a Tennessee Limited Partnership, by virtue of a Warranty Deed dated the 11th day of August, 2006 of record in Book 1239, Pages 1138-1139, Register's Office, Cumberland County, Tennessee.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, PIONEER PROPERTIES, a Tennessee General Partnership, and GET FAMILY LIMITED PARTNERSHIP, a Tennessee Limited Partnership, execute this instrument for the purpose of amending the above mentioned Declaration of Restrictions.

WHEREAS, PIONEER PROPERTIES, a Tennessee General Partnership, the owners and developers of STERLING HEIGHTS, being described as Lots 1 thru 13 by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 769.

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain restrictions and reservations be imposed on the lots in the subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the above premises, PIONEER PROPERTIES, a Tennessee General Partnership, and GET FAMILY LIMITED PARTNERSHIP, a Tennessee Limited Partnership, impose upon the STERLING HEIGHTS, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. The said property shall be used solely and only for single-family residential purposes.
2. No lot shall be re-subdivided to form a smaller lot; however, this shall not be construed so as to prevent the re-subdividing of lots to establish a larger lot.
3. The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewage and effluent shall be done in strict compliance with the currently existing State Health Regulations. In particular, no outside toilets shall be allowed on any lot in the subdivision and furthermore, all sanitary arrangements must be inspected and approved by local and/or State Health officers.
4. No animals or poultry, except dogs, cats, other household pets, or one (1) horse, may be kept on the lot in this subdivision, and no such household pets shall be kept, bred, or maintained for any commercial purposes, nor kept in such manner as to constitute a nuisance to the neighborhood.
5. No noxious or offensive activity shall be carried on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

Pioneer

6. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including but not limited to junk vehicles of any sort and household waste, which shall be kept in sanitary containers. All such containers or other similar equipment for the storage or disposal of garbage or waste material shall be kept in a clean and sanitary condition.

7. All dwelling units erected on lots or parcels of land herein restricted to residential use only shall be constructed in a good and workmanship like manner and shall be maintained at all times in a good state of repair. No modular or mobile homes shall be allowed. No homes shall be moved onto said lots from another location, nor shall any homes be built at any location and moved to said lots. All buildings will be constructed of new material and be of quality workmanship and shall be maintained at all times in a good state of repair. No exterior will be finished with asbestos shingles, tarpaper, or like material, but not to exclude vinyl. No residence shall be occupied until construction is complete.

8. Any exposed block foundations shall be faced with brick or stone; any building erected shall have a solid foundation. All homes must have at least 200 square feet of masonry on the front exterior of the home. No concrete blocks in any structure are to be exposed to view. Block foundations hidden by decks or other structures are exempt.

9. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single-family dwelling and two additional outbuildings or detached garages; however, this shall not prohibit the construction of one residence on a portion of two or more lots as shown on the plat of said subdivision, constituting a single home site. The type of exterior, architectural design, material and appearance of all structures constructed on any lot shall be congruent.

10. All roofs on homes must have a hip or modified hip design and shall have pitch of 8/12 or more on the main body of home and not less than 4/12 pitch on offsets, such as covered porches, decks, etc. Gables on front and back of homes are permitted as accent with a minimum 8/12 pitch. All roofs on homes shall have at least eight planes.

11. No residence shall be constructed thereon having less than 1,600 square feet of heated floor space on the main level of home, exclusive of porches, carports, and breezeways and attached garages. The driveway to each residential dwelling shall be concrete, asphalt surface material, or any other type of hardtop surface. The garage entrance shall be to the side or rear of the dwelling structure so not to face any road at any angle less than 90 degrees. Detached garages and buildings will follow the same requirements. ~~Carports are prohibited.~~ Following the commencement of construction of the dwelling structure on the lot, the exterior of said structure should be completely finished within eight (8) months from the date of such commencement of construction. The interior of the structure being constructed on any lot shall be completely finished within twelve (12) months from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within twelve (12) months following commencement of construction.

12. No motor home, trailer, mobile home, or any other type of moveable homes, basement, tent or garage shall be at any time used as a residence of said land.

13. Landscaping must consist of no less than 15 plants in front of the home. All landscaping and landscaping decorative items must be well maintained and neat in appearance.

14. Fencing of the front and side yards of any lot is prohibited. Backyards can be fenced provided that such fencing does not exceed the height of six (6) feet and no closer than ten (10) feet of property line. Fencing can be closer than ten (10) feet of the property line if agreed upon by the adjoining property owner. All fences shall be constructed in a uniform and workmanship like manner with decorative fence material. Chain link is prohibited.

15. No lot shall be used or maintained for the purpose of commercial advertising or display, except a "Garage Sale" or "For Sale" sign advertising the sale of a particular lot where the sign is located and said sign shall be the customary and usual size used by real estate brokers in the general area.

16. The maintenance and upkeep of a subdivision sign and/or entrance sign, if installed by the Developer, shall be the responsibility of all lot owners of this phase and all future phases of Sterling Heights.

17. All home sales, including new construction (homes built for speculation and/or custom built homes), must be listed with Pioneer Realty, Inc. located in Cumberland County, Tennessee at no less than Pioneer Realty's minimum commission rate.

This restriction will not apply in the following circumstances:

- A. Homes older than 2 year, constituted from the date of filing the completion notice.
- B. Homes built after December 2020.
- C. The Management of Pioneer Realty, Inc. waives the commission in writing.
- D. Pioneer Realty, Inc. is no longer in business.

18. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein and those not so invalidated shall thereafter remain in full force and effect.

19. Any and all construction in STERLING HEIGHTS shall conform to the master erosion/sediment plan as filed with the State of Tennessee and the City of Crossville and each owner is responsible for said compliance. All lot owners performing constructions are responsible to ensure no violations of the Tennessee Water Quality Control Act or Master Erosion/Sediment Plan are committed. Any lot owner performing any construction, by commencement of construction, agrees to hold the Developer harmless from any loss, damage, or liability on account of the Tennessee water Quality Control Act or Master Erosion/Sediment Plan, or other applicable laws, regulation, or ordinance.

20. These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots or parcels of land in said subdivision, their heirs, assigns and successors, and if said owner or owners or any of them, their heirs, assigns and successors, shall violate or attempt to violate the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any lot or parcels of land in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent such person or persons from committing an act of violation or to recover damages for such violation.

21. These covenants and restrictions herein set out shall only apply to the lots included in the plat of STERLING HEIGHTS, said plats being of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, Page 769. They shall not be held or construed as creating any requirement on the part of the owner of the subdivision, its assigns or successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such property is contiguous or adjacent to STERLING HEIGHTS, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner(s), their respective heirs, successors or assigns, as to any other property which the developer owns or may own within the vicinity of STERLING HEIGHTS, by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.

IN WITNESSES WHEREOF, this declaration has been duly signed by the owners of STERLING HEIGHTS, this the ~~20<sup>th</sup>~~ July of 2007, 2007.

PIONEER PROPERTIES, a Tennessee General Partnership

By: Diane Long, Partner  
Diane Long, Partner

By: Sharon Walker, Partner  
Sharon Walker, Partner