

**COVENANT RESTRICTIONS
FOR
THE POINTE AT WHITESTONE
Kingston, Tennessee**

DEFINITIONS

- ◆ **"Association"** shall mean and refer to The Pointe At Whitestone Homeowners Association, Inc. its successors and assigns.
- ◆ **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- ◆ **"Properties"** shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- ◆ **"Common Area"** shall mean all real property (including the improvements thereto) indicated on Plat Cabinet C Slides 107-111 as common properties and/or areas.
- ◆ **"Lot"** shall mean and refer to any plat of land shown on any recorded subdivision map of the Properties, exclusive of any designated Common Areas, as shown on the recorded plat, and as hereinabove brought within the jurisdiction of the Planned Unit Development by the recordation of additional plat(s) and/or annexation agreement(s) by the Developer, his successors and assigns.
- ◆ **"Developer"** shall mean and refer to Paul Cowell, his successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development. Developer and declarant are synonymous for the purposes of this Declaration.
- ◆ **"Member"** shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARCHITECTURAL REVIEW BOARD

To maintain the highest quality and standards of The Pointe at Whitestone (the "Development"), structures must have and maintain an attractive and pleasing appearance

from all sides and from all points of view. An Architectural Review Board (the "Board"), shall be formed to approve all structures and exterior improvements prior to the breaking of ground. The initial Board will be comprised of the Developer, and architect chosen by the Developer (the "Architect") and at least three (3) Lot Owners. If the construction of any home/structure in the Development is to begin before there are at least three (3) separate Lot Owners, then the approval for home plans and grading and landscaping plans (the "Plans") shall be at the sole discretion of the Developer and the Architect.

House Plans must be prepared by qualified, registered and/or licensed architects and must be submitted to the Board at least 90 days prior to proposed building date. Plans for grading and landscaping must be presented as well as a construction schedule. Plans shall be submitted to the Board at _____.

The Board shall have the absolute and exclusive right to refuse to approve any Plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such Plans, the Board may take into consideration the suitability and desirability of the proposed constructions. The harmony of the external design with the surrounding neighborhood will be considered including the effect of such construction as viewed from neighboring properties.

No structures shall be erected, altered or permitted to remain on any subdivision Lot without the prior approval of the Board. Structures must conform to the following:

DESIGN RESTRICTIONS

- ◆ **Single Family**: All homes shall be single-family residential homes. The design and Plan for all homes and improvements must be in harmony with the surrounding neighborhood and the existing structures.
- ◆ **Setbacks**: No homes shall be placed closer to the front or back Lot lines than the setback lines shown therefore on the recorded subdivision plat. For the Point at Whitestone, however, where such requirements create an undue hardship upon the Lot Owner, the Board, to the extent necessary to prevent the hardship, may, at its sole discretion and subject to the extent allowed by all request laws and regulations, modify such setbacks. Side Lot setbacks will be ten (10) feet.
- ◆ **Square Footage**: A one-level home must have a minimum of 2,000 square feet of heated area. A two-level home must have a minimum footprint of 1,500 square feet of heated area. No homes showing two (2) stories facing the road will be approved.
- ◆ **Porch**: All homes shall be designed with a covered front porch with a minimum of two hundred (200) square feet.
- ◆ **Garage**: All homes shall have a garage that will accommodate at least two full-size automobiles. All garages shall have a side or rear entry. No garage doors shall be permitted to face any street unless approved by the Board.
- ◆ **Driveway**: All driveways must be concrete or pavers.
- ◆ **Exterior**:
 - 1) Natural products must be used for the exterior – wood, log, brick, stucco or stone. Aluminum or vinyl siding will not be permitted.
 - 2) Homes shall have a minimum roof pitch of 7/12 and a maximum of 12/12.

- 3) Roofing materials must be 30 year or better architectural dimension shingles, tile or cedar shakes. Approved shingle designs and colors are available through the Board.
 - 4) Quality windows must be installed of wood or wood clad construction. No vinyl or aluminum windows will be approved.
 - 5) The Board must approve all exterior colors. Every effort will be made to maintain the integrity of the natural landscapes of the area. Consequently, no bright colors will be approved.
- ◆ **Utilities:**
 - 1) All electric and telephone wiring must be underground.
 - 2) Owners will initially be responsible for their own water supply. The Board must approve the location of the wells.
 - 3) If and when the local utility district provides water to the subdivision, Owners shall pay their own established connection fee.
 - 4) Propane tanks must be underground.
 - 5) The Owners shall place a septic tank and drain field in accordance with local health codes on each building plot unless and until a sewage treatment plant and collection system shall be provided to serve said land. No sewage shall be discharged onto the open ground.
 - ◆ **Fences:** No perimeter fences will be allowed. Privacy patio fences may be permitted with Board approval.
 - ◆ **HVAC:** Heating and air conditioning systems shall be concealed from view by appropriate screening, subject to approval by the Board. No window air-conditioning units shall be installed.
 - ◆ **Antennas:** The Board must approve all exterior antennas, aerials or any electronic equipment or devices.
 - ◆ **Mailbox/Lighting:** Each Owner shall install a lighted mailbox post. Selected designs can be chosen from the Board. Any additional outside lighting and post structures shall be of a design consistent with the overall character and appearance of the house and neighborhood and must be approved.
 - ◆ **Detached Outbuildings:** No detached outbuildings shall be erected or allowed to remain on any part of any building plot without approval from the Board. "Detached Building", as used in these covenants and restrictions, means any garage, carport, quarters for domestic servants, laundry room, tool shed, work shed, hothouse, greenhouse, guest home, summer house, and any other structure which extends more than three feet above the normal surface of the ground and which is detached from the single family residence that is located on such Lot.

LOT MAINTENANCE

All Lots, whether vacant or occupied by a house, must be maintained by the Owner and kept in a neat and attractive condition. In the event any Owner fails to properly maintain the Lot, the Association will have the right to enter the lot and bring its appearance up to the standard. The Owner shall pay costs of such clean up.

EASEMENT OR ADDITIONAL RESTRICTIONS

The Association hereby reserves and is given a perpetual alienable, and reasonable easement, privilege and right on, over and under the ground to erect, maintain, and use electric and telephone lines, wires, cables, conduits, water mains, drainage lines or drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in over and under all of the easements shown on said plat (whether such easements are shown on said plat to be drainage, utilities or other purposes) and on, in, over and under a five (5) foot strip at the back of each Lot and on, in, over and under a five (5) foot strip along the interior side Lot lines of each Lot shown on said plat, and the Developer and the Association shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The Owners of the Lot or Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on said plat, are and shall remain private easements and the sole and exclusive property of the Developer, the Association and its successors and assigns.

No Owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of the land of the Pointe at Whitestone.

TREES

The Association may deem any trees that grow and restrict the view of lake from other Lots, unacceptable. The Association may remove said trees at their expense.

CONSTRUCTION

When the construction of any building is begun, it must be completed in accordance with the approved Plans and specifications within twelve (12) months unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

SIGNS

No signs of any type are permitted except signs advertising the Property for sale, street numbers or Owner's names.

VEHICLE PARKING

Parking or storing disabled vehicles, large trucks, motor homes, boats, and/or trailers is not permitted outside at any time. It is not permissible to regularly park vehicles on the roadways. Occasional short term parking of guest or Owners of property is permitted on the roadways, but only for very limited time periods and such parking cannot interfere with traffic on the roadway.

TEMPORARY LIVING QUARTERS

No trailer, garage, or any outbuilding of any kind shall at any time be used as a residence either temporarily or permanently.

PROHIBITED ACTIVITIES

No illegal, noxious or offensive activity shall be permitted on any part of said land. Nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

SWIMMING POOLS

All swimming pools and cabanas must be enclosed within an approved fence that prevents entry except through a gate, which must have a suitable latch. The Architectural Board will have complete jurisdiction over the acceptability of such fence and gate from both an aesthetic, functional and safety viewpoint.

ANIMALS

House pets are allowed but must be restrained when outside.

AMENDMENTS

The Association Board of Directors reserves and shall have the right:

- 1) To amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained,
- 2) To amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein,
- 3) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and
- 4) To release any Lot from any part of the covenants and restrictions which have been violated (including without limiting and foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Association, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ADDITIONAL AMENDMENTS

In addition to the rights of the Association Board of Directors provided in the previous paragraph, the Association reserves and shall have the right, with the consent of at least seventy five percent (75%) of the property Owners, to amend or alter these covenants and restrictions and any parts thereof in any other respects.

The covenants and restrictions as amended and added to, from time to time, as provided for herein, shall subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain

in full force until such time as they are amended by seventy five percent (75%) of the current Lot Owners.

SEVERABILITY OF RESTRICTIONS

The covenants and restrictions contained herein are severable. In the event that a Court of competent jurisdiction should declare any provision herein invalid, the remaining provisions shall remain in full force.

EFFECTIVE DATE

These covenants shall take effect upon being properly recorded in the Register's Office of Roane County, Tennessee.

RETROACTIVE EFFECT

Any amended covenants adding additional restrictions shall not have retroactive effect and shall not apply to structures previously constructed in compliance with the original covenants. The enforcement provisions outlined can be used to enforce violations existing under the original covenants. The provisions concerning payment of dues by Lot Owners shall apply to all Lots and houses whether constructed before or after the effective date of these covenants.

WHITESTONE COUNTRY INN AMENITIES

- ◆ Owners have permission to use the boat ramp at Whitestone.
- ◆ Owners may use the outdoors-recreational facilities and walking trails at Whitestone when available. Compliance with Whitestone's policies is required.
- ◆ The Association shall purchase a shuttle boat to transport Owners to Long Island Marina and establish policies and procedures for usage.
- ◆ Whitestone will work with property Owners if there is a need for assistance with housekeeping, maintenance, landscaping, or catering special events.

HOME OWNERS ASSOCIATION

Purpose: The purpose of the Association is to make neighborhood decisions and maintain the Common Areas in the subdivision. The health, safety, and welfare of the residents will be a prime consideration.

Board: A not-for-profit entity known as the Pointe at Whitestone Property Owner's Association will be established. It will be comprised of all persons or entities owning Lots in The Pointe at Whitestone. The Association will be governed by a Board of Directors (the "Association Board of Directors"), which shall be elected in an annual election to be held in January. Each person or entity owning a Lot shall have one (1) vote for each Lot owned. A minimum of seven (7) Board of Directors shall be elected each year to serve a term of two (2) years.

The Developer: The Developer will donate one (1) Lot to the Association for community development (i.e. community center, swimming pool, gazebo, etc.)

Annual Dues: The Association Board of Directors, shall have the power to fix and determine the annual dues to be paid by each Owner of each Lot in the amount necessary and adequate to provide for the common expenses of the Association. Dues shall commence on Lots when sold by the Developer or his successors. All Owners shall be personally responsible for the payment of annual dues.

The annual dues shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents and in particular for the improvement and maintenance of properties, services, and facilities devoted to the use and enjoyment of the common properties. This includes but is not limited to the payment of taxes, insurance, repair, replacement and additions thereto, and for cost of labor, equipment, materials, management and supervision thereof.

Owner's fees will be paid annually and are due January 1st for that calendar year. The Association Board will determine the initial fees.

The Association Board may, in its discretion, set different dues assessments for vacant Lots; Lots with houses on them that have never been occupied, and Lots that are used along with one or more other Lots for one dwelling. The Association Board will have the right to recommend an increase in the annual dues. Increases must be approved by a majority vote of those members attending the regular annual Association's meeting.

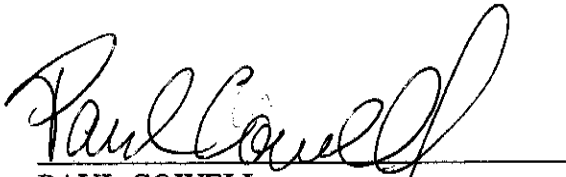
Non-Payment of Dues: In the event the annual dues are not paid on January 1st, then such annual dues shall become delinquent. The Association Board shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such annual dues, however, shall remain his personal obligation for the statutory period and shall not pass to his Successors in title unless expressly assumed by them.

If the annual dues are not paid within thirty (30) days after the delinquency date, the payment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and there shall be added to the amount of such payment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the payment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action and any other reasonable expenses of the Association in collection the annual dues.

Remedies: If any person, firm or corporation or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Association Board or any person or persons owning any Lot on said land to:

- 1) Prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions or
- 2) Maintain a proceeding in equity against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations, and/or to have any such violation removed from the Lot or cured.

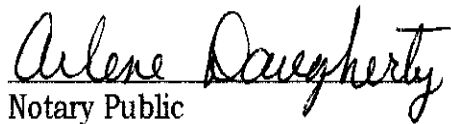
The remedies contained in this paragraph shall be construed as cumulative of all its successors or assigns, to enforce any covenant or restrictions or any other breach or violation thereof occurring prior to or subsequent thereto. If the Association or any person or persons owning a Lot shall successfully prosecute in law or equity an action pursuant to this section, then that party shall be entitled to receive its reasonable attorney's fee and the costs reasonable necessary to prosecute the case against the violating party. In order to recover attorney fees, and other costs hereunder, the party prosecuting the case shall give the violator written notice of the violation at least fifteen (15) days prior to instituting suit.


 PAUL COWELL
 Developer

STATE OF TENNESSEE)
)
 COUNTY OF ROANE)
)

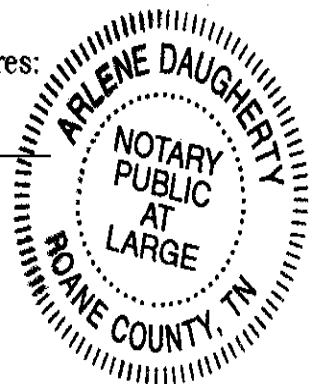
Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, **PAUL COWELL**, with whom I am personally acquainted, or who proved to be upon the basis of satisfactory evidence and who acknowledged that they executed the within instrument for the purposed therein contained.

Witness my hand and seal at office on this the 27 day of April, 2004.


 Notary Public

My Commission Expires:

6-17-07



BK/PG:1056/888-895

04003884

8 PGS : AL - RESTRICTIVE COVENANTS	
SHARON BATCH: 10402	
04/27/2004 - 04:00 PM	
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, ROANE COUNTY

MARLENE HENRY
 REGISTER OF DEEDS