

ROGER BALL & CARROLL ROSE
D.B. 1093 PG. 176

Perkey Heights

NOTE: THIS PROJECT IS NOT IN A FLOOD ZONE
ACCORDING TO FEMA MAP NO. 470212 - 0125C

LOT ACRES 27.138
ROAD ACRES 3.921
TOTAL ACRES 31.059

NOTE:
IRON PINS SET AT LOT CORNERS
ROADS NOT OVER 14'

SETBACKS
ALL BUILDING MUST CONFORM TO THE SET BACK LINES
IN THIS SUBDIVISION. ARE NOT BOUNDARY LINES



Perkey Heights Price List

LOT #

1.	\$9,900.00
2.	\$9,900.00
3.	- SOLD
4.	\$11,900.00
5.	\$11,900.00
6.	\$13,900.00
7.	\$11,900.00
8.	\$11,900.00
9.	\$11,900.00
10.	\$11,900.00
11.	\$13,900.00
12.	\$11,900.00
13.	\$13,900.00
14.	\$13,900.00
15.	\$12,900.00
16.	\$11,900.00
17.	\$11,900.00
18.	\$15,900.00
19.	\$14,900.00
20.	\$11,900.00
21.	\$11,900.00
22.	\$11,900.00
23.	\$13,900.00
24.	\$13,900.00
25.	\$13,900.00
26.	\$11,900.00
27.	\$15,900.00
28.	\$15,900.00
29.	\$15,900.00
30.	\$15,900.00
31.	\$15,900.00
32.	\$15,900.00
33.	\$18,900.00
34.	\$20,000.00
35.	\$19,900.00
36.	\$19,900.00
37.	\$15,900.00
38.	\$15,900.00
39.	\$15,900.00
40.	\$13,900.00
41.	\$13,900.00
42.	\$13,900.00

AMENDED COVENANTS
OF
PERKEY HEIGHTS

WHEREAS, Roger Ball and Carroll Rose, owners of the following described subdivision known as Perkey Heights, located just outside the town of Tazewell, in Claiborne County, Tennessee, by this instrument proposes to rescind and replace previous recorded covenants recorded in Book 1231, Page 540, and Book 1281, Page 301, and whereas said subdivision known as Perkey Heights is of record in the Registers Office of Claiborne County, in Plat Book 4, Page 131 at the courthouse in Tazewell, Tennessee.

WHEREAS, it is now desired and the intention purposed for the benefit and protection of the present owners and the purchaser or purchasers of a lot or lots in this subdivision, and in order to establish a sound value for these lots, to record these restrictive covenants so that they may be binding and enforceable, and of public record.

NOW, THEREFORE, in consideration of the premises and for the purposes herein set out, the undersigned, Roger Ball and Carroll Rose, binds themselves, their heirs, executors, administrators, successors and assigns, to impose the following covenants that run with the land or lots in said subdivision hereinabove referred to and described as follows:

1. These covenants take effect immediately and shall be binding on all parties and all persons owning lots in Perkey Heights, or claiming under them, for a period of twenty-five (25) years, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by vote of a majority of the owners of the lots (based upon the number of lots owned rather than the number of owners) it is agreed to change said covenants in whole or in part. These covenants are imposed upon the lots of said subdivision and shall be construed as covenants running with the land.
2. Any violation of these restrictions by any grantee, his heirs assigns, or successors in interest shall be subject to proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and said proceedings may be brought by grantors, or any owner of any lot in Perkey Heights, to prevent any violation and /or to recover damages for such violation (s).
3. Invalidation of any of these covenants by judgement or Court order shall not affect any of the other provisions which shall remain in full force and effect.
4. Only one single-family residence shall be built on any lot. Said property may be used for only residential purposes and no commercial use of said property is permitted which is open to the public or causes traffic by the public in said subdivision.
5. A ten foot easement is reserved along all lot lines as shown on the Plat for utilities installation and maintenance in addition to easement already existing by utility companies. These easements are also reserved as drainage easements.
6. No hogs, chickens, cattle, or other livestock may be raised or kept on any lot. Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes or any types of kennels on this property. Dogs, cats, and other pets are to be restrained in such way that they will be confined to the lot of the owner and must not be a disturbance to other lot owners.

7. All residences or structures on said lot should be set back from the nearest front street at least thirty (30) feet and not nearer than ten (10) feet to any interior lot line or rear property line.

8. Each residence or home must contain a minimum of twelve hundred (1200) square feet of finished area on the main level. The roof must be of asphalt shingle or better. There shall be no metal roofs except those with commercially factory painted surfaces. There shall be no exposed concrete block allowed in any part of a dwelling exterior or retaining walls.

9. No single-wide mobile homes shall be permitted. Manufactured double-wide or modular homes will be permitted with permanent foundations of brick or other covered block surfaces may be used upon the approval of the developers in writing. Only concrete porches or steps may be used for the front entrance. Permanent wood or concrete decking may be used in the back.

10. No on-street parking shall be permitted for cars, boats, campers or over-the-road vehicles and tractor-trailers. No motor vehicles or parts in an unoperative condition shall be kept open to the public view for a period in excess of thirty (30) days. In the event of violation, the owners or developers, their heirs and assigns, may have same removed at the expense of the owner of said vehicle or the owners of said lot on which said vehicle is located.

11. All driveways to each dwelling shall be hard surfaced with concrete or asphalt, or a combination of the two. Said driveways must be completed at least six (6) months after the initial construction of the residence has begun. If curb is cut, driveway must be completed in sixty (60) days of curb cutting.

12. No residence shall be occupied if the residence has an unfinished appearance. No garage, shed or basement shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

13. No lots shall be used or maintained as a dumping ground for rubbish, trash, or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of garbage shall be kept in a clean and sanitary condition.

14. Real estate signs shall be limited to one (1) sign, not to exceed three (3) square feet of advertising space advertising the property for sale or rent. This will also apply to contractor signs advertising property during the construction sales.

15. All lots shall be mowed and cleaned off at least once a year. In the event that this is not complied with, the seller (developer) may have the lots mowed and cleaned off and a lien declared on said lot for the payment thereof.

16. All homes must be hooked to public water and sewage system which is installed on property.

17. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

18. Storage buildings will be one level and constructed of the same or equivalent material as the main residence and will be properly maintained.

19. Any carports or garages must be attached. All homes whether stick-built or manufactured must have proper guttering and down-spouts.