

AMENDED AND RESTATED COVENANT OF PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC.

THIS AMENDMENT AND RESTATED COVENANT OF PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC. (this “Covenant”), is made as of and entered into this 17 day of APRIL 2019, by between the LOT and/or homeowners (each being an “Owner”, and collectively being the “Owners”) and **PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC.**, a Tennessee non-profit corporation (the “Association”), for that specific residential development situated in the City of Memphis, Shelby County, Tennessee, more commonly known as **PINNACLE POINT** (“Pinnacle Point”).

WITNESSETH:

WHEREAS, Pinnacle Point is a residential subdivision located in the County of Shelby County, Tennessee, more particularly shown and described on those certain plats (collectively, the “Plats”) recorded in the Register’s Office of Shelby County, Tennessee (the “Register’s Office”) as: **(i)** Plat Book 183, Page 22; **(ii)** Plat Book 193, Page 54; **(iii)** Plat Book 200, Page 29, re-recorded as Plat Book 201, Page 27; re-re-recorded as Plat Book 216, Page 29; re-re-re-recorded as Plat Book 226, Page 7; and **(iv)** Plat Book 207, Page 7; re-recorded as Plat Book 209, Page 46; and

WHEREAS, the real property shown and depicted on the Plats has been subdivided into lots (each being a “Lot”); and

WHEREAS, the Association was formed with the filing of its corporate charter (the “Charter”) with the Tennessee Secretary of State on January 17, 2002, as Control No. 0420467, a copy of which is recorded in the Register’s Office as Instrument No. 02048404; and

WHEREAS, the “By-laws for Pinnacle Point Neighborhood Association, Inc.” (the “Bylaws”) are attached to the Charter as an untitled exhibit; and

WHEREAS, the Bylaws are silent regarding their amendment; and

WHEREAS, Tenn. Code § 48-60-202(a) permits the Association’s Board of Directors to amend or repeal its Bylaws; and

WHEREAS, the undersigned, being all of the Chairman and paid members of the Association, join in this Covenant to amend, repeal, and restate the Bylaws of the Association as more particularly provided herein; and

WHEREAS, certain subdivision covenants and restrictions entitled “Bowden Building Corporation Subdivision Covenants Revised” (the “Bowden CCRs”), dated July 12, 1999 and November 11, 2002 and

November-2008 were recorded in the Register's Office as Instruments which bind and encumber Pinnacle Point; and

WHEREAS, certain subdivision covenants and restrictions entitled "Covenant of Pinnacle Point Neighborhood Association, Inc." (the "PPNA CCRs") (the Bowden CCRs and the PPNA CCRs, collectively, being the "CCRs"), dated December 14, 2012, were recorded in the Register's Office as Instrument No. 12143781 which bind and encumber Pinnacle Point and amend and restate the Bowden CCRs; and

WHEREAS, the Bowden CCRs and the PPNA CCRs binds and encumbers any Lots and owners shown on the Plat; and

WHEREAS, the undersigned Owners and those Owners that join this Covenant by purchasing a lot or home within the community in the Shelby County Register's Office binds and encumber their respective homes, lots to the terms, provisions, covenants, liens, strictures, and restrictions, as more particularly provided in this Covenant; and

WHEREAS, upon recordation of this Covenant, it is the express intent of the Association, the Board of the Directors, the undersigned Lot Owners, and any Lot Owners that are bound by this Covenant and its related attachments amend, restate, supersede, replace, and control over any provision contained in either the CCRs or the Bylaws, whether conflicting or not.

NOW, THEREFORE, in consideration of the mutual benefits to be enjoyed by the parties hereto, the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, the Lot Owners undersigned, and any Lot Owners do hereby publish and declare that the following covenants, conditions, easements, restrictions, uses, reservations, limitations, liens, and obligations shall be deemed to run with those Lots specifically bound hereby and shall be a burden upon and a benefit to the Lot Owners, either by executing this Covenant and any person acquiring or owning an interest in any such Lots so encumbered, their grantees, successors, heirs, executors, administrators, devisees and assigns:

ARTICLE I PROPERTY SUBJECT TO THIS COVENANT

Section 1. PINNACLE POINT Pinnacle Point shall include any and all real property more particularly described and depicted on the Plats. Any Lot Owner in Pinnacle Point will join in this Covenant either by purchasing said home/lot executing and recording in the Shelby County Register's Office. The Owners of record of such Lot shall be Members of the Association and such Owners and their respective Lot shall be bound the terms and provisions of these Bylaws, with such membership passing to any new Owners of record with the title to such Lot.

Section 2. PROPERTY SUBJECT TO THIS COVENANT. Those Lots who Owners in the Pinnacle Point Subdivision have purchased Lots defined by the Covenant or whose Owners have otherwise joined in this Covenant by executing and recording a Deed of Trust for said property (collectively, shall be, held, transferred, sold, conveyed, and occupied subject to this Covenant.

ARTICLE II MEMBERSHIP

Section 1. MEMBERS. The membership of the Association shall be the owners of record in the Register's Office of each Burdened Lot (each being a "Member"), but shall expressly exclude those persons or entities having such interest merely as security for the performance of an obligation. Ownership of a Burdened Lot shall be the sole qualification for membership in the Association.

Section 2. VOTING RIGHTS. The Owner(s) of record in the Register's Office of each Burdened Lot each shall be entitled to one (1) vote per Lot. If a husband and wife are the Owners, collectively, of a Burdened Lot, such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Burdened Lot, then such entity shall register with the Secretary the name and office of the individual who will represent such entity at any meeting of the Members and cast such entity's vote.

Section 3. SECURED PARTIES. No individual or legal entity holding title to a Burdened Lot as security for any debt or obligation shall be considered as Owner of such Burdened Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

Section 4. PROXIES. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed and accepted by with the governing body before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 5. VOTING. At every meeting of the Members, each of the Members shall have the right to cast his votes on each question. The vote of the Members, in person or by proxy, representing fifty-one percent (51%) of the total votes cast at such meeting, provided a quorum exists, with respect to any questions shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the Charter, or this Covenant, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one (1) person may be exercised by any of them present at any meeting unless any objection or protest by the other Owner of such membership is noted at such meeting. In the event all of the co-Owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for the membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question.

Section 6. QUORUM. The presence, either in person or by proxy, of Members representing at least five -percent (5%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

Section 7. BY-LAWS. The Association shall be governed by those certain Bylaws attached hereto and made a part hereof as EXHIBIT "A".

ARTICLE III ASSESSMENTS

Section 1. ANNUAL ASSESSMENTS. Each Member hereby covenants and agrees to pay to the Association annual assessments or charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with any fees related thereto and costs of collection thereof, as hereinafter provided, shall be a continuing lien and charge upon each Burdened Lot against which each such assessment is made and the sale or transfer of any such Lot shall not affect the validity of the assessment lien. Each such assessment, together with any fees related thereto, costs, and reasonable attorney's fees shall also be the personal obligation of the owner of record such Burdened Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. USE OF ANNUAL ASSESSMENTS. The assessments levied by the Association shall be used exclusively for any purpose deemed reasonable by the Board of Directors for the residents, neighborhood and the community.

Section 3. SETTING OF ANNUAL ASSESSMENTS. The initial annual assessments for each Burdened Lot for the year of recordation of this Covenant shall be set by the Board of Directors, in its discretion.

Subsequent to the year of recordation of this Covenant, assessments shall be set annually by the Board of Directors, after consideration of current operating and maintenance costs and future needs of the Association. Upon determining the budget of the Association, the Board of Directors shall assess each Burdened Lot in Pinnacle Point equally on a *pro rata* basis.

Section 4. PROCEDURE FOR ENFORCEMENT. The Association may also establish procedures to ensure compliance with the provisions of these Bylaws by the imposition of fines against a Member for the violations hereof. Any fines may be levied by the Board, without the vote of the Members, against a Member pursuant to such procedures and shall become a special assessment against the Burdened Lot owned by the Member so fined.

Section 5. COMMENCEMENT OF ANNUAL ASSESSMENTS. The assessments provided for herein shall commence as to each Burdened Lot on the first day of the month following the recordation of this Covenant. During the calendar year following the recordation of this Covenant, the Board shall fix the amount of the annual assessment against each Burdened Lot within thirty (30) days of the annual meeting of the Members; but in the absence of such action by resolution of the Board of Directors, the assessments shall be in the amount last fixed. Written notice of the annual assessment shall be sent to every Member on an annual basis. The assessments shall be paid as set by the Board. The due date of the assessments may be established by resolution of the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Burdened Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. SUBORDINATE TO LIEN OF DEED OF TRUST/MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of *ad valorem* real estate taxes and of any prior recorded first mortgage or first deed of trust on any Burdened Lot (but only if such assessments and all costs associated therewith, including attorney's fees, were paid in full prior to the date of recordation of the mortgage or deed of trust). The lien established by this Covenant shall have preference over all other mortgages, deeds of trusts, assessments, liens, judgments, or charges of whatever nature. Foreclosure, sale, or other conveyance (such as a deed in lieu of foreclosure) pursuant to any such first mortgage or first deed of trust shall extinguish such lien for assessments due prior to such foreclosure or sale but only if such assessments and all costs associated therewith, including attorney's fees, were paid in full prior to the date of recordation of the mortgage or deed of trust (but such assessment lien shall attach to any excess proceeds of the foreclosure), and no such foreclosure or sale shall relieve such Burdened Lot from liability for any future assessments or liens. It is expressly understood by the Association that no assessments are due from any Member and no lien has been created on any Burdened Lot prior to the recordation of this Covenant.

Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS.

(i) Delinquent Payment of Assessments. Any payment of an assessment, which has not been received by the Association within thirty (30) days from the time when it becomes due, shall be delinquent without further notice to the Owner of record of the Burdened Lot which is delinquent. Such delinquent assessment, together with a reasonable late fee, subject to change from time to time by the Board; the costs of collection; and a reasonable attorneys' fee shall be a charge upon the Burdened Lot and shall be a continuing lien upon the Burdened Lot until fully paid, and shall further be a personal obligation of the persons who own such Burdened Lot at the time when the assessment was made. The personal obligation for a delinquent assessment, interest, costs, and a reasonable attorneys' fee shall not pass to such Owner's successors in title unless expressly assumed by them. The said lien securing any unpaid assessments shall be subordinate to liens for real estate taxes on the Burdened Lot and to mortgages and other liens of record on such Burdened Lot recorded or attaching prior to the time when said lien for unpaid assessments shall attach. The said lien for unpaid assessments shall take precedence over any subsequent judgment, attachment, or claim of title of any trustee in bankruptcy.

(ii) Enforcement of Liens. A lien for unpaid assessments may be enforced by suit brought in the name of the Association, acting on behalf of the Members, in a like manner as the enforcement of a lien is provided by the laws of the State of Tennessee. Without prejudice to its right to bring such a suit for enforcement, the Association, at its option, may enforce collection of delinquent assessments by any other competent proceeding and, in any event, the Association shall be entitled to recover in such action, suit, or proceeding, the assessments which are delinquent at the time of judgment or decree, together with interest thereon at the highest legal rate of interest per annum from the date of delinquency (or such other annual rate of interest as may be set forth in the Bylaws, which rate shall be permitted by Tennessee law) and all costs incident to the collection in the action, suit, or proceeding, including, but not limited to, reasonable attorneys' fees and court costs.

(iii) Notice of Lien. This Covenant creates a lien on each and every Burdened Lot in favor of the Association and for the benefit of all Members to secure payment to the Association of any and all assessments and other sums levied against any and all Members and their respective Burdened Lots, together with late payment fees, and all costs of collection therewith, including actual attorney's fees incurred. If

such assessment is not paid when due, the Board may elect to record a notice of lien on behalf of the Association against the Burdened Lot of which such assessment is delinquent, said notice of lien to be recorded in the Register's Office. Such notice of lien shall be executed and acknowledged by the principal officer of the Association or any other officer of the Association authorized in writing by the Board or the Association's duly authorized managing agent, and shall contain substantially the following information:

1. The name of the Association;
2. The name of the delinquent Member(s) at the time of the recording of the notice of lien;
3. A brief legal description of the Burdened Lot owned by the delinquent Member and the street address of such Burdened Lot;
4. The total amount claimed to be due on the lien for the amount of the unpaid assessments currently due or past due, any late payment fees, costs of collection, and attorney's fees;
5. The date of issuance of the notice of lien;
6. The current address of the Association and the name and current address of the person to contact to arrange for payment or release of the lien;

Any such lien may be enforced by the Board of Directors in any manner provided by any applicable law of the State of Tennessee, as the same may be modified or amended.

ARTICLE IV COVENANTS APPLICABLE TO THE LOTS

Section 1. RESIDENTIAL DWELLING. Each Burdened Lot shall be used primarily for residential purposes. Anything in this Covenant to the contrary notwithstanding, no recurring business activity of any kind whatsoever shall be conducted on any Burdened Lot (for the purposes of this Covenant, "recurring business activity" does not prohibit telecommuting, but does prohibit increased business traffic to and from the Burdened Lot and business activities that constitute a nuisance to the primary residential use of Pinnacle Point by the Members as determined by the Board in its sole and reasonable discretion).

Section 2. MAINTENANCE OF LOT; NUISANCES. Grass, weeds, vegetation and debris on each Burdened Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Burdened Lots and replaced. No excessive lawn ornaments of any kind will be permitted in yards facing streets or common areas without the written consent of the ACC, defined herein. The Association, at its option and its discretion, may mow and have dead trees and debris removed from such Burdened Lots and the Owner of such Burdened Lot shall be obligated to reimburse the Association, as appropriate, for the cost of such work should such Owner refuse or neglect to comply with the terms of this paragraph. No obnoxious or offensive trade or activity shall be carried on upon any Burdened Lot nor shall anything be done thereon by a Member which may be or become an annoyance or nuisance to other Member within Pinnacle Point. No sound shall be emitted on any part of a Burdened Lot which is unreasonably loud or annoying. No odor shall be emitted on any part of the property which is noxious or offensive to others.

Section 3. GARBAGE AND EQUIPMENT. All equipment, garbage cans, service yards, woodpiles and storage piles located on a Burdened Lot shall be kept screened by adequate planting or fencing so as to conceal them from view of the drives and street. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Wheeled garbage buggies, garbage cans,

or other refuse shall not be placed at or near any street earlier than 6:00 p.m. the evening prior to garbage collection and said buggies shall be timely removed on the day of collection.

Section 4. TEMPORARY STRUCTURES AND COMMERCIAL VEHICLES. Temporary shelters, trailers, tents, or other structures of a like nature – except those used by contractors during the development, repair or improvement of the Burdened Lot or any structures thereon – shall not, at any time, be used as temporary or permanent residences or commercial facilities or be permitted to remain on the front lawn of any Burdened Lot after completion of construction of the dwelling thereon. No recreational vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, or similar type items shall be kept on any Burdened Lot unless within the enclosed garage. It is strictly prohibited to store or park junk or inoperable automobiles on or about any of said units. The repairing of automobiles other than on an emergency basis shall be prohibited. All motorized vehicles parked on a Burdened Lot must be licensed and in operating condition. Automobiles and all other personal motor vehicles used in the ordinary course of daily living shall be parked in the garage attached to each dwelling with the garage door closed.

Section 5. ANIMALS. No animals of any kind shall be raised, bred, or kept on any Burdened Lot, except that cats or other household pets may be kept, provided that they: (i) are not kept, bred, or maintained for any commercial purpose and (ii) do not become an unreasonable nuisance or annoyance to neighbors. For the purposes of this Covenant, “household pets” shall include such traditional animals, such as dogs, cats, birds, rabbits, and fish. No reptiles, wildlife, or domestic variations of farm animals shall be kept in or on any Burdened Lot. The Association may promulgate reasonable rules and regulations regarding the keeping of pets on Burdened Lots at Pinnacle Point. Members must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash when not confined either within the improvements or the fence located upon a Lot. Without limiting the generality of Article IV hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to require any pet to be permanently removed from Pinnacle Point. This Article IV, Section 5 shall not prohibit the keeping of fish or a caged household type bird(s) on a Burdened Lot, provided that a bird(s) does not become a nuisance or annoyance to neighbors. Notwithstanding any of the foregoing, however, neither this Article IV, Section 5; any other provision of this Covenant; nor any rule or regulation of the Association shall be enforced, adopted, or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Burdened Lot to keep and use a seeing-eye dog or other assistive or service animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person’s right to do so.

Section 6. ANTENNAE. Radio, television transmission receiving towers and/or antennas are not acceptable and will not be approved or allowed on any Burdened Lot. Without prior written approval and the authorization of the ACC, as such term is defined herein, no exterior satellite dish shall be placed, allowed, or maintained upon any portion of the improvements located upon a Burdened Lot nor upon any structure situated upon a Burdened Lot. In the event such approval is granted, the size and location must be approved by the ACC. This section is intended to comply with existing OTARD (Over the Air Reception Device) regulations as such may be amended from time to time.

Section 7. FENCES. No wire or chain link fences shall be permitted on any Burdened Lot and no fencing of any type shall extend beyond the building lines of the front yards or side yards of corner lots of Burdened Lots. All fencing installed subsequent to the date of this Covenant on Burdened Lots must have written

approval from the ACC and be permitted by the appropriate governmental authority. No fences, hedges, pillars, or exterior walls shall be erected or maintained on a Burdened Lot except such as are installed in accordance with the initial construction of the dwellings located thereon or as approved by the Board of Directors or their designated representatives. The ACC may promulgate written rules and regulations regarding fencing from time to time.

Section 8. SIGNS. No sign whatsoever (including, but not limited to, commercial and similar signs) shall be permitted or maintained on any Burdened Lot except the following:

- A. Signs required in connection with any legal proceedings or proceedings of any governmental authority;
- B. One attractive “For Sale” sign which shall conform to any applicable governmental law, regulation, or ordinance. No directional sign shall be permitted within Hamilton Farms or entrances thereto.
- C. Political signs no larger than two (2) feet by three (3) feet during standard campaign seasons.

Section 9. ARCHITECTURAL CONTROL COMMITTEE. To promote architectural compatibility and to preserve the value of homes and land within Pinnacle Point until the construction plans, site plan, architectural drawings, specifications and any other similar document showing the nature, kind, shape, size, height and materials of such construction or alteration (the “Plans”) shall be submitted to and approved in writing by the ACC, in its reasonable discretion: (i) no residence, improve, building, fence, or other structure shall be commenced or erected upon any Burdened Lot in Pinnacle Point and (ii) no exterior addition, alteration, improvement, or renovation to any structure on a Burdened Lot shall be made. In the event that the ACC fails to approve or disapprove of the Plans within thirty (30) business days after submission of the Plans, the Plans will be deemed to have been given the written approval of the ACC. The ACC, in its sole discretion, may promulgate certain rules and requirements regarding the materials and products approved for use upon improvements on any Burdened Lot within Pinnacle Point. In the event a Member violates this provision, the Association may exercise any of its legal remedies to prohibit or redress such violation, including, but not limited to, seeking injunctive relief. Should the Association be the prevailing party in any such litigation, in addition to any court-ordered relief, it shall be awarded its actual attorney’s fees.

Section 10. ENFORCEMENT. The Association or any Member shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Covenant. Failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE V INSURANCE

The Association and each Member agree that the insurance on the improvements on the Burdened Lots, including interior portions thereof, is the responsibility of the respective Members. The Association shall maintain, as determined by the Board in its reasonable discretion, a commercial general liability insurance policy, a directors’ and officers’ insurance policy, and such other insurance policies as deemed necessary

by the Board. The premiums for any coverage regarding individual Burdened Lots and improvements thereon shall be an expense of individual Lot Owners. The premiums for any coverage for the Association shall be a common expense paid for by the Members through the Association's assessments.

ARTICLE XI AMENDMENTS

Section 1. AMENDMENTS. Amendments to this Covenant may be affected as follows: notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than five teen percent (5%) of the Members of the Association. Approval of proposed amendment must be by the affirmative vote of Members holding two thirds (2/3) of all Member votes. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence, as detailed above, authorizing such execution placed with the minutes of the Association and (ii) recorded in the Register's Office.

ARTICLE XV MISCELLANEOUS

Section 1. CHOICE OF LAW. This Covenant has been executed in the State of Tennessee, and shall be construed, performed and enforced in accordance with the laws of the State of Tennessee.

Section 2. SEVERABILITY. In the event any provision of this Covenant shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Covenant shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from this Covenant and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. ENTIRE AGREEMENT. This Covenant constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

Section 4. BINDING EFFECT. The terms of this Covenant and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Section 5. TERM. The covenants, conditions, and restrictions of this Covenant shall run with and bind the Burdened Lots, for a term of twenty (20) years from the date this Covenant is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Covenant may be terminated at any point during its term or any extension thereof by a written document executed and acknowledged by seventy percent (70%) of all the Members.

Section 6. ENFORCEMENT. The Association shall have the right to enforce the covenants and restrictions contained in this Covenant or applicable to the Burdened Lots by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein

contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement, including court costs, expenses, and attorney's fees, by the Association or Member shall be chargeable to the Owner of the Burdened Lot violating these covenants and restrictions and shall constitute a lien on the Burdened Lot, collectible in the same manner as assessments hereunder.

Section 7. COST AND ATTORNEY'S FEES. In any proceeding arising because of an alleged failure of a Member to comply with the requirements of this Covenant, the Charter, or any rules and regulations adopted pursuant to this Covenant, as the same may be amended from time to time, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

Section 8. NO WAIVER OF RIGHTS. The failure of the Association or any Member to enforce any covenant, restriction, or other provision of this Covenant, the Charter, or the rules and regulations adopted pursuant to this Covenant, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Covenant the day and year first above written.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

THE ASSOCIATION:

PINNACLE POINT NEIGHBORHOOD
ASSOCIATION, INC.,
a Tennessee non-profit corporation

By: _____
Name: _____
Title: Chairman

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared _____, President of PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainor, a corporation, and that she/he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.

WITNESS MY HAND AND OFFICIAL SEAL at office, this ___ day of _____, 2019.

NOTARY PUBLIC
My Commission Expires: _____

By: _____
Name: _____
Title: Appointed Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared _____, Secretary of PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Secretary of PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainor, a corporation, and that she/he as such Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Secretary.

WITNESS MY HAND AND OFFICIAL SEAL at office,
this ___ day of _____, 2019.

By: _____
Name: _____
Title: Director

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared

EXHIBIT "A"
BY-LAWS OF PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE I NAME AND GUIDELINES

Section 1. NAME. The name of this Association is "Pinnacle Point Neighborhood Association, Inc., a Tennessee nonprofit corporation".

Section 2. GOVERNING LAW. The Association is and shall remain a non-profit organization, governed by the provisions of the Tennessee Nonprofit Corporation Act, Tenn. Code § 4851-101, *et seq.* (the "Act"), as amended from time to time, except as otherwise provided in these Bylaws, and no part of the net earnings thereof shall inure to any individual Member, except in the event the Association is dissolved by the membership, in which event the earnings and monies of the Association shall be divided equally amongst the Members.

Section 3. NON-POLITICAL. The Association shall not endorse or align with any political party or candidate for public office.

Section 4. PURPOSES. The Association is formed to serve as the means through which the Members administer, manage, and operate Pinnacle Point, as depicted and provided in the Plats, under the provisions of Act, as amended from time to time.

Section 5. PRINCIPAL OFFICE. The principal office of the Association shall be located at Pinnacle Point Neighborhood Association, Inc., _____, _____, or such other place as may be designated by the Association.

ARTICLE II MEMBERSHIP

Section 1. MEMBERS. Every person, being an individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who is a record owner of a fee or undivided fee interest of any Burdened Lot within Pinnacle Point shall be a Member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Burdened Lot within Pinnacle Point. Ownership of such Burdened Lot shall be the sole qualification for membership in the Association.

Section 2. VOTES. The Owner(s) of record in the Register's Office of each Burdened Lot within Pinnacle Point each shall be entitled to one (1) vote per Lot owned. If a husband and wife are the Owners, collectively, of a Burdened Lot in Pinnacle Point, such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary the name and office of the individual whom will represent such entity at any meeting of the Members and cast such entity's vote.

Section 3. ROSTER OF MEMBERSHIP. The Treasurer of the Association shall maintain a roster of the Membership.

Section 4. PROXIES. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 6. CONSENTS. Actions required or permitted by the Act, the Charter, or these Bylaws, to be taken at a Member meeting may be taken without a meeting if one or more written consents are signed by all the Members entitled to vote on the action and such consents are delivered to the Secretary.

ARTICLE III BOARD OF DIRECTORS

Section 1. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors consisting of five (5) persons (each being a “Director”) UNLESS MODIFIED BY MEMBERS.

Section 2. ELECTION OF DIRECTORS. Election of Directors shall be conducted in the following manner:

Except as otherwise provided herein, the Members of the Board of Directors shall be elected by written ballot or written proxy at the annual meeting of the Members and shall serve for one (1) year or until their successors are elected and qualified. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another association mailing or delivery, including regularly published newsletters, to each Lot Owner entitled to vote, a first notice of the date of the election. Any eligible Lot Owner or other eligible person desiring to be a candidate for the board of Directors must give written notice to the Secretary not less than forty-five (45) days before a scheduled election. Additional nominations may be taken from the floor at the annual meeting, but will not be included on any ballot or ballot/proxy sent to the Members in accordance with the notice provisions contained in these Bylaws.

Section 3. ELECTION OF OFFICERS BY BOARD OF DIRECTORS. The Board of Directors shall elect a President, Secretary, and Treasurer. The Board of Directors may, in its discretion, from time to time by a majority vote remove an officer from office with or without cause.

Section 4. QUORUM; VOTING. The attendance of a majority of the Directors of the Board shall constitute a quorum. A simple majority will be required for any binding action, except as otherwise provided herein. Each Director shall be entitled to one (1) vote on all matters before the Board of Directors.

Section 5. QUALIFICATIONS; REMOVAL OF DIRECTORS AND OFFICERS. To be eligible for or to hold elected office in the Association, a person must be a Member. Each Director shall be a Member. No Member who is delinquent in the payment of his or her assessment may serve on the Board (in the event a Director becomes delinquent, then he or she must resign from the Board and the remaining Directors shall elect a Director to fill such position until the next annual meeting of the Members at which time the

Membership may elect a replacement to fill such Director's unexpired term). Except as otherwise provided herein, any Director may be removed at a special meeting of the membership called for such purpose by a vote of two-thirds (2/3) of the entire Membership. Directors shall serve for one (1) year or until their successors are duly-elected and qualified.

Section 6. VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by the vote of the Members of the Association shall be filled by the vote of the majority of the remaining Directors or by the sole remaining Director. Each individual so elected shall serve as a Director until a successor is duly-elected to fill the unexpired term at the next annual meeting of the Owners of the Association or at a special meeting of the Owners of the Association called for that purpose. Any Director filling a vacant position shall serve until their successor is duly-elected.

Section 7. NO COMPENSATION. Directors shall serve without compensation.

Section 8. POWERS/DUTIES OF BOARD OF DIRECTORS. Powers and duties of the Board of Directors shall include:

- The appointment of the Architectural Control Committee (the "ACC"), as provided by this Covenant, and all other standing committees and chairpersons thereof. This power can be delegated to the President. All committees shall derive their direction from the Board of Directors.
- The appointment of all persons or organizations to serve the Association, including, but not limited to, any professional management company.
- The filling of vacancies on the Board of Directors until the next annual meeting.
- The approval of expenditures of Association funds.
- The establishment of policy for the Association.
- The dissolution of all standing and other committees. This power can be delegated to the President.
- The setting and collection of all annual and special assessments provided in this Covenant.
- Such other powers and duties as given to them by the Members; or established by this Covenant; or which may be exercised for, on behalf of, and in the best interests of the Association.
- Promulgation of reasonable rules and regulations (the "Rules and Regulations") in accordance with this Covenant after written notice to the Members.

ARTICLE IV OFFICERS

Section 1. OFFICERS. Following the annual meeting of the Members, the Directors shall elect the following officers by a majority vote of the Directors: President, Secretary and Treasurer. **If they desire the Association can operate by committee and appoint a committee chairperson.**

Section 2. PRESIDENT. The President shall preside at all meetings of the Association and the Board of Directors and shall perform such duties as directed by the Board of Directors.

Section 3. SECRETARY. The Secretary, or another Board Member as designated, shall be the official custodian of all records of the Association except Membership records, shall keep the minutes of the Association and Board of Directors meetings, shall send all official correspondence in the name of the Association, and shall give all required notices. In no event may the President and Secretary be the same individual.

Section 4. TREASURER. The Treasurer shall keep and be responsible for all funds of the Association and shall keep the Membership records. The funds shall be deposited in an account in the name of “Pinnacle Point Neighborhood Association, Inc.” The Treasurer shall make a list of all Members which shall include each Member’s name, and date joined. The Treasurer shall provide a current list to the Secretary on a periodic basis. The President and Treasurer shall each, individually, have signature authority on bank accounts of the Association. All monies belonging to the Association shall be delivered to the Treasurer and all bills shall be submitted to the Treasurer for payment. The Treasurer shall provide regular reports of transactions and prepare financial statements as directed by the Board of Directors. In the event the Association is professionally managed, the Board may authorize such management company to have signature authority on bank accounts of the Association.

Section 5. DUAL OFFICES. A Director may also serve as an officer and on the ACC.

Section 6. EXECUTION OF INSTRUMENTS. Provided any such document has been approved by the Membership, if necessary and as provided herein, and evidence of such approval is kept with the Association’s records, all agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by a resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President and Secretary. All checks shall be signed by the Treasurer, or in his absence or disability, by the President or any duly elected assistant-treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V MEMBERSHIP MEETINGS

Section 1. ANNUAL MEETING. The annual meeting of the Membership of the Association in each year shall be held between the months of January and April, inclusive, on the particular day, hour, and location as determined and designated by the Board of Directors. Written notification of the Annual Meeting shall be given to the Members as provided in the Bylaws. Written notification of the Annual Meeting shall be given to the Members as provided in the Bylaws.

Section 2. SPECIAL MEETINGS. Special meetings of the Membership for any purpose may be called (1) by the President or (2) by the Secretary upon written request of thirty-five percent (35%) of the Membership.

Section 3. QUORUM. The presence, either in person or by proxy, of Members representing at least thirty-five percent (35%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive meetings of the Members, held with due notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive meeting shall constitute a quorum.

Section 4. VOTING AT MEMBERSHIP MEETINGS. At every meeting of the Members, each of the Members shall have the right to cast his or her vote on each question before the membership. The vote of Members representing a majority of the total votes of the membership, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, the Charter, or these Bylaws, a different vote is required, in which case such express provision shall govern and control.

ARTICLE VI ASSOCIATION RESPONSIBILITIES

Section 1. INDEMNIFICATION. The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or Director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which such officer or Director may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or

Director, may be entitled, including the provisions of Tennessee Code Annotated Sections § 48-58-501, *et seq.* The Association shall maintain adequate general liability insurance and if, obtainable, officers' and Directors' liability insurance to fund this obligation.

Section 2. INSURANCE. The Association shall, as determined by the Board of Directors in its sole discretion, obtain and maintain at all times as a common expense insurance as required by this Covenant.

ARTICLE VII PROCEDURE

The President shall regulate and govern all debate and action by the Board of Directors and the Membership at any meeting in a manner, which promotes a fair exchange of views, and the efficient dispatch of business. When resort to rules of procedure becomes necessary, business may be governed by *Robert's Rules of Order*.

ARTICLE VIII AMENDMENTS

Section 1. AMENDMENTS. Amendments to these Bylaws may be affected as follows: notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Approval of proposed amendment must be by the affirmative vote of Members holding two thirds (2/3) of all Member votes. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence, as detailed above, authorizing such execution placed with the minutes of the Association and (ii) recorded in the Register's Office.

ARTICLE IX FINANCES

Section 1. FISCAL YEAR. The fiscal year shall commence on January 1st and end on December 31st of each year. The Board of Directors may establish a different fiscal year and must notify each of the then existing Members of the change.

Section 2. DEPOSITORY AND CHECKS. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by one (1) of the following officers: President or Treasurer. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. ANNUAL BUDGET. The Board of Directors shall propose an annual budget each year and shall mail a copy of the Association's proposed annual budget of common expenses to each Member not less than seven (7) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Members.

Section 4. FIDELITY BONDS. The Board of Directors, in its sole and absolute discretion, may require fidelity bonds on all or any officers, employees, and agents of the Association or the Board and any other

persons responsible for funds of the Association. The Board of the Administration shall determine the amount of such bonds. Premiums on such bonds shall be paid by the Association.

ARTICLE X NOTICES

Section 1. NOTICE. Written notice shall be given to all Members of annual and special meetings, stating the time, place, and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed to each Member at his or her address as it appears on the books of the Association or may be delivered to his or her Lot not less than seven (7) days nor more than thirty (30) days prior to the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Whenever, under the provisions of the Act, the Charter or these Bylaws, notice is required to be given to any Director or Member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Member as their name appears on the books of the Association.

Section 2. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Act, the Charter, this Covenant or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

ARTICLE XI OFFICIAL RECORDS

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

A photocopy of the Plats.

A photocopy of the recorded Covenants of the Association and all amendments thereto.

A certified copy of the Charter and all amendments thereto.

A copy of the current Association's rules and regulations, if any.

A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Members, which minutes shall be retained for a period of not less than seven (7) years.

A current roster of all Members, their mailing addresses, lot identifications, voting certifications, e-mail addresses (if possible), and if known telephone numbers.

All current insurance policies of the Association.

A current copy of any management agreement, lease, agreement, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.

Bills of sale or conveyances for all property owned by the Association.

Accounting records for the Association according to generally accepted accounting practices.

Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

ARTICLE XII WRITTEN INQUIRIES BY MEMBERS

When a Member files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Member within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that a legal opinion has been requested. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Member inquires, one of which may be that the association is only obligated to respond to one written inquiry per Lot in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

ARTICLE XIV MISCELLANEOUS

Section 1. CHOICE OF LAW. These Bylaws have been executed in the State of Tennessee, and shall be construed, performed and enforced in accordance with the laws of the State of Tennessee.

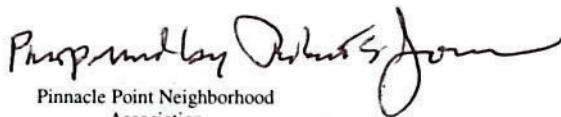
Section 2. SEVERABILITY. In the event any provision of these Bylaws shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of these Bylaws shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from these Bylaws and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. ENTIRE AGREEMENT. These Bylaws constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

Section 4. BINDING EFFECT. The terms of these Bylaws and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

Bylaws were adopted by the Association as of 17 day of APRIL 2019.

*****REGISTERED IN THE SHELBY COUNTY REGISTRA OFFICE ON APRIL 17, 2019



Pinnacle Point Neighborhood
Association
PO Box 750180
Memphis, TN 38175

Amendments to the PPNA Article IV

ARTICLE IV COVENANTS APPLICABLE TO THE LOTS

Section 2. MAINTENANCE OF LOT; NUISANCES. Trees, grass, weeds, vegetation, and debris on each Burdened Lot shall be kept trimmed, mowed, and cleared at regular and seasonal intervals by the Owner thereof so as to maintain the same in a neat, safe, habitable and attractive manner. Trees, shrubs, vines, debris, and plants which die shall be promptly removed from such Burdened Lots.

Property owners or possessors must arrange for the pick-up and disposal of broken limbs, shrubbery, and branches with a waste disposal service at a designated date and time. Trees and shrubbery may be replaced with the same or similar foliage. Property owners and possessors shall not permit shrubbery, hedges, or foliage of any kind to project over sidewalks or walkways so as to interfere with the free use of such sidewalks or walkways by pedestrians.

The Association, at its option and its discretion, may mow and have dead trees and debris removed from such Burdened Lots and the Owner of such Burdened Lot shall be obligated to reimburse the Association, as appropriate, for the cost of such work should such Owner refuse or neglect to comply with the terms of this paragraph.

Vehicles may not be parked on any part of any sidewalk or walkway between the private property line and curb or within a pedestrian/sidewalk easement.

Structures, boxes, barrels, or other things interfering with the free passageway of the public rendering sidewalks or walkways unsafe or obstructed are prohibited.

No excessive lawn ornaments of any kind will be permitted in yards facing streets or communal areas without the written consent of the ACC, defined herein. No obnoxious or offensive trade or activity shall be carried on upon any Burdened Lot nor shall anything be done thereon by a Member which may be or become an annoyance or nuisance to other Member within Pinnacle Point. No sound shall be emitted on any part of a Burdened Lot which is unreasonably loud or annoying. No odor shall be emitted on any part of the property which is noxious or offensive to others.

Section 3. GARBAGE AND EQUIPMENT. All equipment, garbage cans, service yards, woodpiles and storage piles located on a Burdened Lot shall be kept screened by adequate planting or fencing so as to conceal them from view of the drives and street. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

Inoperable appliances, equipment, furnishings (i.e., sinks, toilets, refrigerators, stoves, freezers, hot water heaters, etc.) shall not be left on the sidewalk of any Burdened Lot for pick up or disposals. Property owners or possessors must store such appliances or equipment in a confined location and pre-arrange for proper pick-up and disposal with a waste disposal service at a designated date and time.

Wheeled garbage buggies, garbage cans, or other refuse shall be placed at or near any street the evening prior to garbage collection and said buggies shall be timely removed on the day of collection.

Section 4. TEMPORARY STRUCTURES, RECREATIONAL VEHICLES, COMMERCIAL VEHICLES, COMMERCIAL ACTIVITIES. Temporary shelters, trailers, tents, portable toilets, or other structures of a like nature – except those used by contractors during the development, repair or improvement of the Burdened Lot or any structures thereon – shall not, at any time, be used as residences (either temporary or permanent), restroom facilities or commercial facilities. Nor shall such aforementioned structures be permitted to remain on the front grassy lawn, sidewalk, concrete driveway (including concrete extensions), or adjacent street of any Burdened Lot after completion of construction of the dwelling thereon.

Nonmotorized vehicles or equipment, such as, but not limited to campers, trailers, boats, or other recreational type equipment are prohibited on any residential street or Burdened Lot, unless such may be stored within the closed attached garage or on the back of the Burdened Lot to prevent front lot visibility of the Burdened Lot.

No recreational vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, recreational vehicles, or similar type items shall be kept on any Burdened Lot unless contained within the enclosed garage or on in the back of the Burdened Lot. Such structures may not be used as storage facilities.

No recreational vehicle shall be parked or left unattended on any residential street (public right-of-way) except while being actively loaded or unloaded.

Commercial vehicles (used in the ordinary course of daily business), including minivans, cargo vans, SUVs, compact pickup trucks, midsize pickup trucks, and attached trailers but excluding trucks, trailers, tractors, buses, vans, etc. weighing less than 8,000 pounds are permitted on the concrete drive or concrete drive extension of the Burdened Lot. Commercial vehicles, including food trucks, (used in the ordinary course of daily business) are prohibited from overnight street parking and parking on burden lots (public -right of-way) and parking (including extending over) across walkways and/or sidewalks resulting in pedestrian crossings impediments.

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic within 15 feet of a fire hydrant, on a crosswalk, within 20 feet of a crosswalk at an intersection, or within 30 feet upon the approach to any stop sign or traffic control signal located at the side of a roadway.

No truck, truck trailer, tractor, bus, or heavy equipment weighing in excess of 8,000 pounds shall be parked or left unattended on any residential street, except when actively being loaded or unloaded (i.e., making deliveries), or while being used in connection with any work or service being performed on adjacent property. Nor shall the aforementioned vehicles remain parked on any residential street for a period longer than 24 hours consecutively.


All motorized vehicles parked on a Burdened Lot must be licensed and in operating condition. Automobiles and all other personal motor vehicles used in the ordinary course of daily living and commuting shall be parked either in the garage attached to each dwelling with the garage door closed and/or the concrete drive.

It is strictly prohibited to store or park junk, inoperable automobiles, and vehicles without valid current registration (i.e., flat tires, broken or missing windows, missing wheels, hoods up, wrecked, sitting on blocks, etc.) on or about any of said units.

The repairing of automobiles other than on an emergency basis shall be prohibited. Basic vehicle maintenance for reasonable road commute operation shall be done within the enclosed garage (i.e., tire repair, fluid inspection, etc.).

AMENDED AND APPROVED ON THIS DAY OF 2, December 2021.

PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC.,
A TENNESSEE NON-PROFIT CORPORATION

BY: 
Signature of Robert E. Jones, Chairman

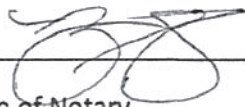
STATE OF TENNESSEE:

COUNTY OF SHELBY:

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED ROBERT E JONES WITH WHOM I AM ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE THE CHAIRMAN OF PINNACLE POINT NEIGHBORHOOD ASSOCIATION, INC., THE WITHIN NAMED BARGAINER, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF THE CORPORASTION BY HIMSELF AS ASSOCIATION CHAIRPERSON.

WITNESS MY HAND AND NOTARIZED SEAL, THIS THE 2nd DAY OF December, 2021

NOTARY PUBLIC MY COMMISSION EXPIRES: June 16, 2024


Signature of Notary

