

PROTECTIVE AND RESTRICTIVE COVENANTS FOR HICKORY POINTE SUBDIVISION

1. The development designated as HICKORY POINTE SUBDIVISION as recorded in Plat Cabinet D, Slide 28, Map A, and is hereby designated for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any of the said land other than one detached single family dwelling not to exceed two and one-half stories in height, excluding basements. All lots in the development shall be known, described and zoned as residential lots and are to be used exclusively for residential purposes only. The term "Developer" shall refer to Norris Partners and/or Steve Jones and their successors and assigns, and being the property conveyed to the Developer as recorded in Warranty Deed Book M7, Page 786 and M7, Page 790 as recorded in the Register's Office for Union County, Tennessee.
2. No trailers, mobile homes (single or double wide), manufactured homes, basements, tents, shacks, garages, barns or other buildings shall at any time be used as a residence, temporarily or permanently; nor shall any structure of a temporary character be used as a residence. No residence shall be occupied if the residence has an unfinished appearance. All homes must be erected on site known as "stick type" building.
3. All set backs of primary structure shall be in accordance with the Union County zoning requirements.
4. The intention and purpose of this covenant is to assure that all dwellings shall be constructed with a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Minimum square footage of residence is as follows:

LOTS 49-129

One Story: 1,600 square feet of heated living space exclusive of basements, garages, attics and porches.

1 ½ or Two Story: 2,400 square feet of heated living space with a minimum of 1200 square feet on the main level. This is exclusive of basements, garages, attics and porches.

LOTS 20-48, 130-137 & 147-157

One Story: 1,200 square feet of heated living space exclusive of basements, garages, attics and porches.

1 ½ or Two Story: 1800 square feet of heated living space with a minimum of 900 square feet on the main level. This is exclusive of basements, garages, attics and porches.

5. HOME DESIGN:

- No exposed foundations. Foundation must be covered with brick, stone or stucco.
- Roofs must be composed of dimensional shingles (30 year asphalt), tile, slate, wood or pre-fab metal with commercially factory painted surface. Minimum pitch of primary roof system must be at least 8/12. Porch roofs are excluded from the minimum pitch requirement, but must be approved by the developer.
- All driveways must be concrete, stone, brick, pavers or asphalt.
- No construction on any Lot shall be permitted until Lot Owner has submitted to Developer construction plans showing (1) the location of all improvements proposed for such lot, (2) architectural plans of the

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| 4 PGS : AL - RESTRICTIONS | |
| AR BATCH: 6502 | |
| 12/21/2005 - 11:50:21 AM | |
| VALUE | 0.00 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 20.00 |
| DP FEE | 2.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 22.00 |

STATE OF TENNESSEE, UNION COUNTY
MARY BETH KITTS
REGISTER OF DEEDS

proposed improvement, (3) type of exterior material to used for the proposed structure and (4) the proposed location for the driveway and water well. Developer shall have the right to approve the proposed plans as submitted by Owner. Further, Developer shall provide Owner with a written response to the proposed construction no later than Fifteen (15) days following submission of such plans. Driveway and Well Water placement shall be approved by Developer to ensure that no Driveway cuts or Water Well placement adversely affect properly installed drain field lines for adjoining Lots.

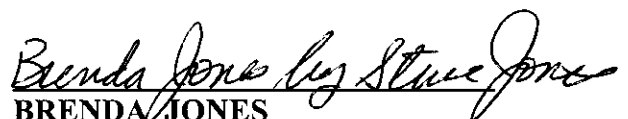
- The exterior of the dwelling must be stone, brick, wood (painted or stained) or stucco, or a combination thereof. Exterior covering must be approved by the developer as set forth above. Vinyl siding is permitted in the form of “cedar shake” style siding. No other vinyl siding is permitted for Lots 49-129. Vinyl siding is permitted for all other lots in Phase I. All siding of must be approved by Developer prior to construction.
6. Pools must be in-ground, located behind the residence, and be enclosed by a fence with a minimum height of four (4) feet.
 7. All docks and flotation structures constructed by the lot owners shall be in compliance with all applicable Tennessee Valley Authority restrictions and conditions. Any dock and/or flotation construction shall be approve by Developer. Further, Developer shall provide Owner with a written response to the proposed construction no later than Fifteen (15) days following submission of such plans.
 8. Fences must be constructed of wrought iron or equivalent alternative.
 9. No window unit air conditions shall be permitted or installed on the residential structure.
 10. No “full-size” satellite dishes are allowed. “Mini” dishes are allowed if they are located in the back of a dwelling or are concealed from view of the street. Exterior antennas are permitted only if concealed from view of the street.
 11. Garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All containers for garbage or waste shall be placed so that they are not visible from the road, except on days of garbage pick-up service. Garbage cans and air conditioners shall be concealed from view by appropriate screening.
 12. No junk cars, junk motors or junk materials may be moved on any lots and no lots shall be used for storage of any personal property, which might be offensive in nature to neighbors. All vehicles parked or stored on the Owner’s premises shall have current vehicle tags.
 13. No “on street” parking shall be permitted for cars, boats, campers or over-the-road vehicles, trailers, buses, or any other commercial vehicles exceeding 15,000 lbs. G.V.W.R. (light-duty) are not allowed to be parked at any time in the development except in the normal course of home construction or deliveries.
 14. Detached storage buildings or garages built on a lot must be of the same design and construction of that of the primary residence, and said structure must be approved by Developer prior to construction.
 15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property, except that dogs, cats or other domestic and household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Domestic and household pets maintained outside must be kept on a leash or in a fenced in lot located in the back of the primary residence.

16. Exterior of all homes must be completed within one (1) year after construction begins and construction material must be removed within two (2) weeks of occupancy of home.
17. Real estate signs shall be limited to one (1) sign, not to exceed three (3) square feet of advertising space. This will also apply to contractor's signs advertising property during the construction process.
18. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
19. These covenants are to run with the property and shall be binding on all parties and all persons claiming under then for the period of fifty (50) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the land within 1,000 foot radius of this property in this subdivision has been recorded agreeing to change said covenants in whole or in part.
20. If the parties hereto or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property above set forth to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or further dues (including attorney's fees) from such violation. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

WITNESS, this 20 day of Dec., 2005.



STEVE JONES



BRENDA JONES
By Steve Jones, Atty. In Fact

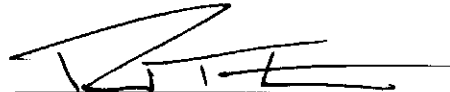
NORRIS PARTNERS
A Tennessee General Partnership

BY: 

ITS: GENERAL PARTNER

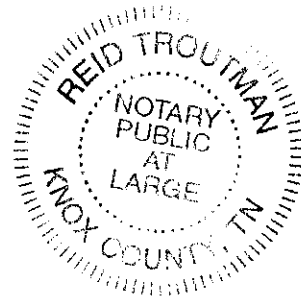
STATE OF TENNESSEE)
) ss.
COUNTY OF CAMPBELL)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **STEVE JONES AND WIFE, BRENDA JONES.**, ^{Dec 21st 2005} with whom I am personally acquainted, and who after being duly sworn, having the authority to do so, they executed the within instrument for the purposes therein contained.



Notary Public


My Commission Expires: 3/5/07



STATE OF TENNESSEE)
) ss.
COUNTY OF CAMPBELL)

Personally appeared before me the undersigned authority, a notary public in and for said County and State, STEVE JONES, with whom I am personally acquainted, and who after first being duly sworn, acknowledged themselves to be the GENERAL PARTNER of NORRIS PARTNERS, within named bargainor, A Tennessee General Partnership, and having the authority to do so, he/she executed the within instrument for the purposes therein contained and on behalf of said Partnership, by signing their name thereto..

Witness my hand and official seal at office this 20th day of Dec., 2005.



Notary Public
My Commission Expires: 3/5/07

