

**Restrictive Covenants**  
**For *Hickory Flats Subdivision***

1. **Land use.** No lot shall be used except for single family residential purposes. Each lot shall contain no more than 1 residential dwelling. No residence to be used as a business.
2. **Resubdivision.** The recorded plan for the subdivision shall show the location, dimension and boundaries of each lot. Except for any revisions to the recorded plan or resubdivision by the developer, no lot may be resubdivided nor its boundaries changed without the consent of the developer, or of at least 75% of all lot owners, each lot to carry one vote, and without the prior approval of the appropriate planning commission office or other applicable governing authority.
3. **Dwelling Size.** 2000 sq ft on 1 story, 2200 sq ft on 2 story of living space, Lots- 21,22,27-33,38A-51 will have a 500 q ft increase. All residence to have a 2 car garage attached on the main level. Garages shall not face the street unless approved by developer. Sq ft measurements will be measured from exterior walls and shall not include porches or garages.
4. **Exterior Quality.** Exterior construction material shall be at least 90% brick or stone, remaining 10% can be vinyl siding, cement siding, stucco, or wood siding. All building materials shall be at least at or above Southern Building Codes. All foundations shall be covered in Brick or stone. Retaining walls and out buildings shall match the house.
5. **Driveways and Parking.** All driveway and parking area shall be covered with concrete or aggregate with in 90 days of residence first being occupied. No underground culverts. All concrete must come flush to the top of the curbing. *No curb cutting of any kind.*
6. **Building Location.** No building or structure of any kind shall be constructed or maintained on any lot that extends over the set back lines as shown on the recorded plat. Provided however, bay windows, eaves, steps, open porches, or terraces, shall be permitted to extend over set-back lines, so long as the remaining portion of the building or structure does not violate the set-back lines. Set-back lines from the property lines are as shown on the plat and are: 35' front, 10' side, 20' rear, and 30' side street. The developer expressly reserves the right to amend or alter the set-back lines. With the approval of the appropriate planning commission office or other applicable governing authority.
7. **Diligence in Completing Construction.** Upon the commencement of construction of any building or structure shall not be abandoned or discontinued

- for more than 90 days. In any event, construction must be completed within 12 months.
8. **Maintenance of Construction Site.** Builders shall maintain lots and construction sites in a clean manner during construction. Trash and excess materials shall be cleaned once a week.
  9. **Dwellings, Temporary Structure, Garages, and Outbuildings.** Only site built homes and outbuildings and detached garages allowed. No dwellings shall be moved onto any lot. No mobile homes, no house trailers of any kind, and no modular homes of any kind. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy. No residence shall be built on any lot until approved by developer. Garage entrances are strongly encouraged to be turned to side entrances.
  10. **Commercial Vehicles and Recreational Vehicles.** No commercial vehicles, horse trailers, off-road vehicles, boats, RV's (i.e. recreational vehicles), motor or mobile homes of any type, nor large trucks exceeding one ton shall be permitted to be stored or parked on any lot (other than within the garage) or on any street within the subdivision, except trucks currently engaged in on-going construction of dwellings or infrastructure in the subdivision.
  11. **Detached Buildings.** Only one outside detached building can be placed on or erected on any lot and shall not exceed 18 feet by 24 feet as measured by the exterior walls and shall not exceed 12 feet in height. Any such building must meet the same restrictions as to the materials and construction as the dwelling house on the lot. Anything going to be built other than the above mentioned restrictions must be approved by developer. Any such detached building must meet the same restrictions as to the material and construction as the dwelling house and must be behind the rear corners of the house. Anything outside these perimeters will have to have a 75% approval of HOA.
  12. **Swimming Pools and Bathhouses.** Any swimming pool or bathhouse must be located to the rear of house. All pools shall be enclosed for safety by a fence at least 5 feet in height. No above ground pools will be allowed. Bathhouses must be the same exterior material as the residence. All fencing must be kept neat and maintained and structurally sound and must be constructed of painted aluminum, wrought iron, plastic, vinyl, and stained wood. All others must be approved by developer.
  13. **Vegetable Gardens.** Any vegetable gardens shall be at rear of dwelling. Garden shall stay maintained and not overgrown.
  14. **Antennae, Satellite, Dishes, and other electronic devices.** No television or radio antenna greater than 10 feet in height and no satellite dish greater than 24 inches in diameter. Only 1 per lot or house to be permitted. No portion of a satellite dish mounted on the roof on any building may extend more than 2 feet above the height of the roof at the place where the satellite dish is connected. Any antennas or satellite dished will be placed towards the rear of the home.
  15. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal

of such material shall be kept in a clean sanitary condition. No utility meters or trash receptacles shall be placed in front of any residence unless obscured from view from the street except for trash pick up day.

16. **Utility Meter.** Utility meters to be placed to the side or rear of the house. No utility meter shall be placed to the front of the house.
17. **Underground utilities, wiring, and pipes, Etc.** All wiring, pipes, and similar lines to be run from the street to any particular lot for gas, water, telephone, cable t.v., electric, or other utility service shall be underground.
18. **Sight Distances at Intersections.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above road ways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines extended.
19. **Nuisances.** No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no exterior storage of any junk vehicle, junk or scrap accumulation. Any vehicle unlicensed in the current year will be deemed a junk car. No burning of trash, waste material, or garbage (except during building of house). It is permitted to burn leaves, brush or for leisure purposes- this restriction does not relieve owner from current burning permits.
20. **Signs.** No signs of any kind shall be displayed to the public view on any lot except professional sign of not more than 5 feet square advertising the property for sale or rent.
21. **Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept. No pigs, swine, or exotic animals. No more than 3 household pets of same kind to be allowed with any 1 residence. Any outside pets shall be kept in a fence or on a leash at all times. No pets shall cause any nuisance to the neighborhood (dogs that are aggressive or barking excessively). Any other pets must be kept indoor unless in the immediate control of the owner.
22. **Covenant with Respect to Maintenance of Lot and Improvements.** Each owner shall keep their lot and any structures thereon in good order and repair including but not limited to seeding, sodding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting of any structures. The lot shall be maintained in a neat and attractive condition both before and after the construction of any residence. No debris or unsightly objects shall be moved onto or kept on any lot. Lawnmowers and other maintenance equipment shall be stored inside the garage or outbuilding or behind the house.
23. **Roof Pitch and Roof Material.** Roof pitch of all dwellings, garages, workshop or any other type of building must be a 7/12 pitch roof or steeper.
24. **Fences.** No fence on any kind shall be allowed forward of the front building line of the dwelling. No chain link fencing of any kind will be allowed. All fencing must be maintained and constructed of painted aluminum, wrought iron, vinyl,

plastic, or wood. Any wood fences shall be maintained with a stain appropriate to the structure.

25. **Mailbox.** All mailboxes will be same look throughout the subdivision. All shall be mailboxes will be purchased from the developer at the developer's cost. Mailboxes will have same design, look and color (black).
26. **Damage, Destruction, and Maintenance.** In the event of damage or destruction to any structure within the subdivision, each respective lot owner agrees as follows:
  1. In the event of total destruction, the owner of the particular lot shall promptly clear the lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure.
  2. In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of section 1 above, or the owner shall, as promptly as the insurance adjustment may be made, calls for damage or destruction to be repaired and restored in a as good condition as original structure or better. In no event shall any damaged structure be left undemolished and unrestored for in excess of 90 days from the date of the insurance adjustment.
27. **Easements.** All lots shall be subject to perpetual easements for installations and maintenance of utilities and drainage facilities as maybe shown on the recorded plat of the subdivision. The granting of these easements or right of access shall not prevent the use of the area by the owner, provided that no structure of any kind shall be erected or maintained upon set easements except structure necessary for public utilities. A right of access by way of a driveway or open lawn area shall also be granted on each lot to the extent that may be reasonable necessary, form the front lot line to the rear lot line to any utility company having an installation or repair in the easement. The owner of any lot burdened by a drainage easement shall be required to keep the easement open and clear of the flow of water and shall not dam or permit to become clogged so to prevent the free flow of water through drainage easements.
28. **Enforcement.** Any lot owner may enforce the covenants and restrictions contained herein by bringing it to the home owners association. These restrictions shall be deemed covenants running with the land. It is further agreed by any purchaser of a lot so restricted, that by his/her acceptance of the deed thus restricted, that these restrictions are a substantial portion of the consideration, exchanges and conveyance, without which the conveyance would not have been made.
29. **Severability** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way effect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this declaration or declared severable.
30. **Amendment.** Anything contained herein to the contrary not with standing, the owners reserve the right for the owners/developers, its successors and or assigns,

- in their sole discretion, to modify, release or amend all covenants and restrictions, including without limitation the right to use a lot owned by the owners/developers as a street to connect to an adjoining property to be developed, and also to re-subdivide a lot or tract as long as the creative lots meet governmental subdivision regulations, until owner/developer has sold all lots; and thereafter maybe modified and an mended by the vote of at least 75% of the lot owners and subject to this declaration. Each lot carries 1 vote. All such modifications must be in writing and filed with the registers office in Putnam County TN.
31. **No Reverter** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.
  32. **Convicted Child Molesters.** In any event that a convicted child molester owns a house or a lot within Hickory Flats Subdivision, developer/ owner has the right to buy house for 80% of appraised value at any time.
  33. **Sodding yards.** All residences are strongly encouraged to sod front yards.
  34. **Floor plan approvals.** Developer must approve floor plans before the start of construction.
  35. **HOA lots.** Lot #36 shall be donated for the use by HOA. The HOA can vote on what purpose to use the lot. A 75% vote will be needed to change use such as for a pool, playground, and picnic area. In any event the HOA will be in charge of maintaining this lot. The second HOA lot will be used to give all HOA members access to the river. HOA will be in charge of maintenance on this lot.
  36. **HOA.** Home owners association is responsible for all maintenance of common areas, utility bills for street lights, and enforcement of restrictions. All property owners shall be members of the HOA. Property owners shall be assessed an equal share of all fees. At time of 51% of lots sold and closed, HOA will take over and developer relinquishes control and authority over to the HOA for decisions and enforcement of restrictions. Any grievances, disagreements, or enforcements of restrictions shall be brought to HOA for a vote- a 75% agreement will be deemed as enforceable.