

Revision of
The Declaration of Restrictions
Hickory Woods, Units I & II

Whereas, certain restrictions and covenants have been recorded applicable to Hickory Woods, Units I & II, which restrictions are recorded in Map Book 1700, Page 868 in the Register's Office of Knox County, Tennessee;

Whereas, said restrictions appoint a Planning Committee composed of Alex Curtis, Dot Ratledge, and Chuck Chumley;

Whereas, Alex Curtis and Chuck Chumley are deceased;

Whereas, Paragraph 16 of the Restrictions gives the Planning Committee the power to change, alter or waive any of the Restrictions at any time until January 1, 2000;

Whereas, Dot Ratledge, the remaining member of the Planning Committee, desires to transfer the functions and powers of the Planning Committee to residents of the Hickory Woods subdivision;

Whereas the Hickory Woods 2000 Committee of the Hickory Woods Homeowners Association desires to establish a new Planning Committee, composed of residents of the subdivision;

Now, therefore, in consideration of the mutual benefit of the owners of the lots in the Hickory Woods subdivision, Units I & II, the Planning Committee, composed of Dot Ratledge, hereby amends the Restrictions as follows:

As of this 26 day of CHV, 1994, a new Planning Committee shall be established, composed of three (3) resident owners of lots in Hickory Woods, Units I & II. The new Planning Committee shall have all the functions and powers of the original Planning Committee. The initial members of the Planning Committee shall be Don Barkman, Nancy Jackson, and Vonné Thorpe, who are resident lot owners of Hickory Woods, Units I & II; these three interim Planning Committee members shall select one of themselves to serve as Chairman of the Committee, and shall serve until the next regularly scheduled Hickory

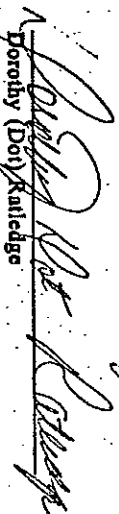
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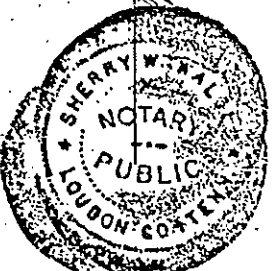
Woods Homeowners Association annual election, at which time three Planning Committee members will be elected by a majority of votes cast in the election. The interim Planning Committee members shall establish, in advance of the next scheduled Homeowners Association election, procedures for the nomination and election of the Planning Committee members.

All other provisions of the Restrictions remain the same.

This document has been executed by the undersigned, in her capacity as the sole remaining member of the Hickory Woods, Units I & II Planning Committee, this 7th day of April, 1994.


Dorothy (Dot) Rutledge

Witnessed and Notarized: 
Comm #03-0596



THIS INSTRUMENT WAS PREPARED BY
James Waring 12105 VALLEY TRAIL, KNOXVILLE TN 37922
NAME ADDRESS

INST: 57260 WB 2130 Pg. 1189 02/08/1994 08:19:22



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Revision of
The Declaration of Restrictions
Hickory Woods, Unit III

Whereas, certain restrictions and covenants have been recorded applicable to a tract of land known as Hickory Woods, Unit III, as shown on the Plat recorded in Cabinet I, Slide 287C, which restrictions are recorded in Deed Book 2003, Page 0205 in the Register's Office of Knox County, Tennessee;

Whereas, said restrictions appoint a Planning Committee, composed of David L. Ison, and Robert G. Crye;

Whereas, Paragraph 17 of the Restrictions gives the Planning Committee the power to change, alter or waive any of the restrictions at any time until January 1, 2000;

Whereas, David L. Ison and Robert G. Crye, the current members of the Planning Committee, desire to transfer the functions and powers of the Planning Committee to residents of the Hickory Woods subdivision;

Whereas, the Hickory Woods 2000 Committee of the Hickory Woods Homeowners Association desires to establish a new Planning Committee, composed of residents of the subdivision;

Now, therefore, in consideration of the mutual benefit of the owners of the lots in the Hickory Woods subdivision, Units I & II, the Planning Committee, composed of David L. Ison and Robert G. Crye, hereby amends the Restrictions as follows:

As of this 47th day of October 8th, 1994, a new Planning Committee shall be established, composed of three (3) resident owners of lots in Hickory Woods, Unit III. The new Planning Committee shall have all the functions and powers of the original Planning Committee. The initial members of the Planning Committee shall be Mike Hansard, Sheryl Milan, and Gina Inklebarger, who are resident lot owners of Hickory Woods, Unit III; these three interim Planning Committee members shall select one of themselves to serve as Chairman of the Committee, and shall serve until replaced by new Planning Committee members elected in a regularly scheduled Hickory

October 2, 1994

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Woods Homeowners Association annual election, at which time three Planning Committee members will be elected by a majority of votes cast in the election. The interim Planning Committee members shall establish, in advance of the next scheduled Homeowners Association election, procedures for the nomination and election of the Planning Committee members.

All other provisions of the Restrictions remain the same.

This document has been executed by the undersigned, in their capacity as the members of the Hickory Woods Unit III Planning Committee, this 4th day of October, 1994.

Robert G. Cnye
Robert G. Cnye

David L. Ison
David L. Ison

Witnessed and Notarized:

Christy Jones



October 2, 1994

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Prepared by Hickory
Woods Homeowners
Association,
with the advice of
John T. Buckingham,
Attorney at Law.

Declaration of Restrictions

Hickory Woods, Unit I, II, & III

Whereas, certain restrictions and covenants have been recorded applicable to a tract of land known as Hickory Woods, Units I and II, as shown on Plat 69S, Pages 60 and 61, which restrictions are recorded in Deed Book 1700, Page 868 in the Register's Office of Knox County, Tennessee;

Whereas, said restrictions appoint a Planning Committee, composed of Alex Curtis, Dot Ratledge, and Chuck Chumley;

Whereas, Paragraph 16 of the Hickory Woods Units I & II Restrictions gives the Planning Committee the power to change, alter or waive any of the restrictions at any time until January 1, 2000;

Whereas said restrictions were amended on January 26, 1994 by the sole remaining member of the Planning Committee, Dot Ratledge, said amendment appointing a new Planning Committee composed of Don Barkman, Nancy Jackson, and Vonnie Tharp, resident owners of lots in Hickory Woods, Units I and II;

Whereas, certain restrictions and covenants have been recorded applicable to a tract of land known as Hickory Woods, Unit III, as shown on the Plat recorded in Cabinet L, Slide 287C, which restrictions are recorded in Deed Book 2003, Page 0205 in the Register's Office of Knox County, Tennessee;

Whereas, said restrictions appoint a Planning Committee, composed of David Ison, and Bob Crye;

Whereas, Paragraph 17 of the Hickory Woods Unit III Restrictions gives the Planning Committee the power to change, alter or waive any of the restrictions at any time until January 1, 2000;

Whereas said restrictions were amended on October 4, 1994 by David Ison and Bob Crye, said amendment appointing a new Planning Committee composed of Mike Hansard, Sheryl Milian, and Gina Inklebarger, resident owners of lots in Hickory Woods, Unit III;

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Whereas, the owners of lots in Hickory Woods, Units I and II, and Hickory Woods Unit III (hereinafter referred to collectively as Hickory Woods), desire to revise and clarify the existing Restrictions, and to have a common set of Restrictions for all the Hickory Woods units, for the purpose of protecting and improving the quality and character of the Hickory Woods neighborhood,

Whereas, a majority of the lot owners in Hickory Woods Units I & II and a majority of the lot owners in Hickory Woods Unit III, have voted in support of the following amended covenants and restrictions;

Now, therefore, in consideration of the mutual benefit of the owners of the lots in the Hickory Woods subdivision, the Hickory Woods Units I & II Planning Committee, acting pursuant to the authority granted in Paragraph 16 of the Hickory Woods Units I & II Restrictions, and the Hickory Woods Unit III Planning Committee, acting pursuant to the authority in Paragraph 17 of the Hickory Woods Unit III Restrictions, on behalf of the majority of owners of the lots in Units I & II and the majority of owners of the lots in Unit III, hereby amend the Restrictions to read as follows, said Restrictions to be common to all units of Hickory Woods and to run with the land and to be binding upon all subsequent owners thereof:

1. These covenants shall take effect upon being properly recorded in the Register's Office of Knox County, Tennessee, and shall be binding on all parties and all persons claiming under them until January 1, 2014, at which time said covenants and restrictions shall automatically extend for successive periods of twenty years, unless by vote a majority of owners of the lots agree to change or amend said covenants and restrictions in whole or in part.
2. An Interim Planning Committee for Hickory Woods Units I & II, established as of January 26, 1994, consists of three (3) resident owners of lots: Don Barkman, Nancy Jackson, and Vonnie Tharp. Also, an Interim Planning Committee for Hickory Woods Unit III, established October 4, 1994, consists of (3) resident owners of lots: Mike Hansard, Sheryl Milan, and Gina Inklebarger. The Interim Planning Committees shall be replaced, at the time these revised Restrictions take effect, by a single, regular Planning Committee for all units of Hickory Woods, consisting of three members who are resident lot-owners in Hickory Woods. The members of this first regular Planning Committee shall be nominated by the Nominating Committee of the Homeowners Association and shall be elected by a majority of votes cast in a special election held in conjunction with the supportive vote for these revised Restrictions. The members of this first regular Planning Committee shall serve until the next annual Homeowners Association election. Thereafter, the Hickory Woods Planning Committee shall consist of three members elected by a majority of votes cast in an election held in conjunction with the annual Homeowners



Association election. Candidates for the Planning Committee must be resident owners of lots in Hickory Woods and shall be nominated by the Nominating Committee of the Homeowners Association. Committee members will serve one (1) year terms. Members of the committee may be re-elected for successive terms. The Planning Committee shall elect a Chairman. Vacant positions on the Planning Committee may be filled by the Planning Committee, such interim Planning Committee members to hold office until the next annual election. The Planning Committee may revise the procedure for selection and terms of office for the Planning Committee, if the Committee deems it necessary for the benefit of the neighborhood, and if approved by a majority vote of those attending a regularly scheduled meeting of the Homeowners Association.

The Planning Committee shall have such powers as described in these restrictions to approve or disapprove buildings, structures, and other improvements and changes to lots, for the purpose of ensuring that Hickory Woods subdivision is maintained as a residential area of high quality and standard, and in order to maintain a pleasing and attractive appearance throughout the subdivision. The Planning Committee shall base its judgements upon: (a) the suitability of the design and materials of the proposed constructions, and the quality of the workmanship and materials to be used, to ensure that any such constructions are consistent with, and in the harmony with, the surrounding neighborhood and existing structures therein, and (b) the effect of such constructions upon neighboring lots.

3. If the parties hereto or any of them or 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 estate situated in said development or subdivision, or the Hickory Woods Homeowners Association, to prosecute any 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 other dues for such violation. If the Association or any person or persons owning a lot shall successfully prosecute in law or in equity an action pursuant to this section, then that party shall be entitled to receive its reasonable attorney's fees and other reasonable costs necessary to prosecute the case. In order to recover these costs, the party prosecuting the case shall give the alleged violator written notice of the violation at least sixty (60) days prior to instituting suit.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and in effect. Failure to enforce any one of these covenants and restrictions shall in no event be deemed a waiver of the right to enforce at a later date the same, or any other, breach or violation of that covenant or restriction.



5. All numbered lots in the tract shall be known and designated as residential lots. No structure shall be erected, altered or placed or permitted to remain on any lot other than a detached single-family dwelling not to exceed three (3) stories in height, a private garage, and, with the prior approval of the Planning Committee, certain other unattached buildings, such as, but not limited to, a detached garage, pool house or tool shed; any such unattached buildings shall be in substantial conformity with the architectural design used for the main building. A recreation facility will be permitted on one (1) lot, except that a community pool shall not be allowed.

6. No building shall be located nearer than 10 feet to any interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any part of the building to encroach upon another lot. Carports or roofed porches shall be considered as part of the building and shall be no nearer than 10 feet to any lot line or in front of any building set back line, as shown on map of record referred to above. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot lines.

7. Not more than one dwelling house may be erected on any lot as shown on the recorded map and, no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process or processes of any kind, except for the purpose of increasing the size of another lot.

8. No building shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1,600 square feet. In computing the minimum floor area of a one-story house, only the main floor will be considered. In a one and one-half or two-story house, the first floor must not be less than 1,000 square feet and the remaining area in said house must have a minimum of 600 square feet on the second floor. In rancher-basement houses or split foyer houses on the top floor they must have 1,400 square feet minimum. In split level or tri-level houses there must be a minimum of 1,400 square feet on the top two floors, such two floors not to include the basement.

9. No building, or any other structure, such as, but not limited to, detached garages, tool sheds, storage sheds, greenhouses, hothouses, decks, kennels, or gazebos shall be erected, placed, altered or permitted to remain on any building plot in the subdivision, until the building plans and specifications and the plot plans showing the location of such building or alterations have been approved in writing as to conformity and harmony with the existing structures in the subdivision by the Planning Committee. Notwithstanding the above restriction, children's play equipment and minor ornamental and recreational equipment and structures, such as swing sets, playhouses, birdbaths, birdhouses, or similar, are allowed without prior approval of the Planning

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Committee if they are of usual and common design. Exterior paint colors must be consistent with the character of the subdivision. A complete set of plans and specifications of the house to be built shall be left with the Planning Committee during the time of construction. All homes shall have masonry foundations, with no block exposed anywhere. Identical homes will not necessarily be approved, and the Committee will put special emphasis on having different exterior sidings and masonry on adjacent houses. All brick exteriors will be encouraged, but not required necessarily. Gravel, dirt, and blacktop (asphalt) driveways and parking areas are prohibited; driveways and parking areas shall be constructed of Portland cement concrete, brick, or other material approved by the Planning Committee.

10. It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swales on all lot lines. The above mentioned Planning Committee shall have the duty and power to inspect these swales upon completion of each house and to reject inadequate swales, and to require them to be corrected by the person building on that lot. It shall also be required that each builder who constructs a house on a lot with the driveway on the lower side of the lot shall be required to install a curb on the driveway to divert water away from the lot below his driveway. The above mentioned Committee shall decide if and where such curbs are to be installed, and has the power to require that these curbs be installed at the expense of the individual builder. It shall be the responsibility of each builder to maintain a clean and neat construction site at all times, and to clean the street in front of his lot upon completion of the house. On all lots which border drainage swales, ditches, or creeks containing vegetation, trees, shrubs, grass, etc., the builders and all future owners shall be permitted to remove such vegetation from these drainage areas to prevent flooding, if such action is in compliance with all applicable federal, state, county, and municipal regulations concerning environmental protection and flood control. No activity which may create erosion, drainage, or siltation problems on any other lot in the subdivision shall be undertaken at any time on any lot without the prior written approval by the Planning Committee of plans and specifications for the prevention and control of such erosion, drainage, or siltation.

11. No noxious or offensive trade or activity shall be carried out upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. No trailer, basement, tin shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence or sublet temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Fences and walls shall not exceed six (6) feet in height and must be attractive and consistent with the color and materials used on the house.

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Chain link fences are prohibited. Wire fencing is permitted only when used as a backing for split-rail or post-and-rail fencing, to create a barrier for pets, and only if no part of the fence exceeds four (4) feet in height, the wire backing is installed on the inside of the wood fencing, the wire backing does not extend beyond the wood fencing in any direction, and the overall appearance of the fence is not dominated by the wire fencing and is attractive and consistent with the character of the neighborhood. On all lots, fences shall be set back from the street by a distance no less than the setback of the nearest part of the house, not including porches or decks, except:

- (a) as approved by the Planning Committee, or
- (b) when constructed as a split-rail or post-and-rail fence.

13. Easements for installation and maintenance of utilities and drainage facilities are reserves as shown on the recorded plat.

14. No sign of any kind shall be displayed to the public view on any lot except:

- (a) one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or
- (b) one sign of not more than five (5) square feet used by the builder to advertise the property during construction and sales period, and
- (c) one (1) sign of not more than one (1) square feet indicating the presence of a home security system, and,
- (d) temporary signs of no more than five (5) square feet advertising a non-commercial message such as a political candidate, party or position, such temporary signs to remain in place no longer than sixty (60) days.

15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other customary household pets may be kept provided they are not kept for commercial breeding, or maintained for any commercial purpose. No more than four (4) of any one kind of domestic pet may be kept on a lot. Residents must comply with applicable Knox County and Town of Farragut regulations and ordinances concerning pets. Dogs must be kept under the owner's control at all times, and no pet shall be allowed that creates a nuisance to the neighborhood. Pet enclosures, such as kennels and cages, are allowed only if they are: (a) not located in front yards or other locations highly visible from the street or neighboring lots, (b) of attractive design consistent with the neighborhood, and (c) maintained in neat and clean condition.

16. No lot shall be used or maintained as a dumping ground for rubbish or debris of any kind. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment for storage of such



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material shall be kept in a clean and sanitary condition. Open fires are prohibited. No trash, rubbish, or yard waste may be burned. All structures and yards must be maintained in a neat and attractive condition. Undeveloped lots must be mowed on a regular basis and maintained in a neat condition to prevent health and safety hazards and to promote the attractive appearance of the neighborhood. Grasses and other such plants on undeveloped lots must not exceed twelve (12) inches in height at any time. Passenger vehicles may be parked in driveways only if they are in running order and in regular use; no junked residents' vehicle(s) may be parked in the street on a regular basis; no junked vehicles may be parked anywhere in the neighborhood, except in a closed garage, at any time; no vehicles may be parked on unpaved areas of lots, except on a temporary basis for no more than 24 hours. Commercial vehicles may not be parked in the subdivision except:

- (a) if they are a passenger-type automobile, van or pickup truck, or
- (b) if they are parked within an enclosed garage, or
- (c) if they are vehicles belonging to, or used by, a contractor employed by a lot owner, or an agent of the lot owner, for a specific repair, renovation, or improvement to the lot or buildings thereon, in which case the vehicles may not be parked overnight.

Boats, trailers, and recreational vehicles longer than twenty (20) feet may not be parked within the subdivision. Any non-passenger vehicles or trailers of any other kind, except as allowed above, may not be parked within the subdivision. All allowed commercial vehicles, recreational vehicles and trailers shall be garaged or attractively covered or screened so as not to detract from the appearance of the neighborhood.

17. No satellite dish antenna shall be installed without the approval of the Planning Committee.

18. The above mentioned Planning Committee shall have the power:

- (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained,
- (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in or inconsistency between the provisions contained herein,
- (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions contained herein, and
- (d) to release any building plot from any part of the covenants and restrictions which have been violated if the Planning Committee, in its sole judgement, determines such violation to be a minor or insubstantial violation.

Hickory Woods

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In addition to the rights of the Planning Committee provided for above, the Planning Committee shall have the right, when requested by means of a written initiative or petition signed by a majority of the then owners of lots in Hickory Woods, to amend or alter these covenants and restrictions and any parts thereof in any other respects.

Written requests for approval by the Planning Committee, under these restrictions and covenants, that have not been approved or disapproved by the Planning Committee within sixty (60) days of receipt of the written request, shall be considered approved.

19. To further the mutual welfare and benefit of the neighborhood, all current lot owners are strongly encouraged to be members of the Hickory Woods Homeowners Association and all purchasers of lots, as of the date these amended restrictions take effect, shall be required to be members of the Hickory Woods Homeowners Association.

20. Any amended covenants adding additional restrictions shall not have retroactive effect and shall not apply to structures previously constructed or altered, or improvements to lots previously made in compliance with the covenants in effect when the amended covenants are adopted. Any structures or improvements to lots, existing at the time these amended covenants take effect, but not conforming with these restrictions and covenants, will be considered approved by the Planning Committee. Non-conforming personal property, such as recreational vehicles longer than twenty feet, owned by a lot owner and located on a lot in the subdivision at the time amended covenants take effect, shall be considered approved by the Planning Committee; such non-conforming personal property shall be removed when the owner sells the lot. The Planning Committee shall prepare and make available, within sixty days of the date that revised Restrictions take effect, a list of non-conforming items existing on the date that revised Restrictions take effect; this list shall be made on a lot-by-lot basis. Owners of lots must notify the Planning Committee, within thirty days following publication of the list, of any corrections or additions to the list of allowed exceptions. The final list will be kept by the Planning Committee and is incorporated herein by reference without being copied verbatim. Whenever any non-conforming item is, to the satisfaction of the Planning Committee, brought into compliance with these Restrictions, an appropriate notation shall be made on the list.

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THIS instrument has been executed by the members of the
Planning Committees for Hickory Woods Units I, II, and III this
30th day of Dec, 1994.

PLANNING COMMITTEE
HICKORY WOODS, UNITS I & II

Don Barkman
Don Barkman

Nancy Jackson
Nancy Jackson

Vonnice Tharp
Vonnice Tharp

PLANNING COMMITTEE
HICKORY WOODS, UNIT III

Mike Hansard
Mike Hansard

Sheryl Milan
Sheryl Milan

Gina Inklebarger
Gina Inklebarger

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, Beth Buckner, a Notary Public
in and for the county and State aforesaid, personally appeared Don
Barkman, Nancy Jackson and Vonnice Tharp with whom I am personally
acquainted (or proved to me on the basis of satisfactory evidence)
and who upon oath, acknowledged themselves to be the members of
the Planning Committee of Hickory Woods, Units I & II, and that
they, as such members of said Planning Committee, executed the
foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox
County, this 30th day of Dec, 1994.

Beth S. Buckner
NOTARY PUBLIC

My Commission Expires: My commission expires 12/31/94.

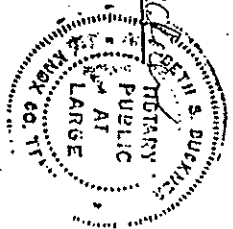
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, Beth Buckner, a Notary Public
in and for the county and State aforesaid, personally appeared
Mike Hansard, Sheryl Milan and Gina Inklebarger with whom I am
personally acquainted (or proved to me on the basis of
satisfactory evidence) and who upon oath, acknowledged themselves
to be the members of the Planning Committee of Hickory Woods, Unit
III, and that they, as such members of said Planning Committee,
executed the foregoing instrument for the purposes therein
contained.

Witness my hand and official seal at office, in Knox
County, this 30th day of Dec, 1994.

Beth S. Buckner
NOTARY PUBLIC

My Commission Expires: My commission expires 12/31/94.



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*Disputed by: Matt Kellogg
Do. Not 750
Knoxville, Tenn
13/1/27*

INSTRUMENT NO.

DECLARATION OF RESTRICTIONS

HICKORY WOODS, UNIT I & II

WHEREAS, The undersigned, Knox Capital Corporation, a Tennessee Corporation of Knoxville, Knox County, Tennessee, is the owner of a track of land in the Sixth Civil District of Knox County, Tennessee, and known as Hickory Woods Subdivision, Unit I & II, map of the same of record in Map Book Page in the Register's Office of Knox County, Tennessee and

WHEREAS, the said owner is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot or lots in said subdivision.

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Knox Capital Corporation, does hereby covenant and agree with all subsequent owners of lots in said subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any said lots in the subdivision:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1st, January, 2000, at which time said covenants shall automatically extend for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
2. If the parties hereto or any of them or 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 estate situated in said development or subdivision to prosecute any 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 other suits for such violation.
3. Invalidation of any one of these covenants by judgement or court order shall not in any way effect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract excluding that portion shown on the recorded map for future development, shall be known and designated as residential lots. No structure shall be erected, altered or placed or permitted to remain on any lot other than on detached single-family dwelling not to exceed three (3) stories in height and a private garage and the usual domestic servants quarters. A recreation facility will be permitted on one (1) lot.
5. No building shall be located nearer than 10 feet to any interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any part of the building to encroach upon another lot. Carports or roofed porches shall be considered as a part of the building and shall be no nearer than 10 feet to any lot line or in front of any building set back line, as shown on map of recorded referred to above. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot lines.
6. Not more than one dwelling house may be erected on any lots as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process

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or processes of any kind, except for the purpose of increasing the size of another lot. A Committee composed of Alex Curtis, Dot Rattleside and Chuck Chumley, shall have the power to resubdivide any lot or lots in the subdivision to make additional lots, or for any other purpose. An unattached building such as a swimming pool house may be approved by the Committee if the plans are approved.

7. No building shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1,600 square feet. In computing the minimum floor area of a one-story house, only the main floor will be considered. In a one and one-half or two story house, the first floor must not be less than 1,000 square feet and the remaining area in said house must have a minimum of 600 square feet on the second floor. In rancher-basement houses or split foyer houses on the top floor, they must have 1,400 square feet minimum. In split level or tri-level houses there must be a minimum of 1,400 square feet on the top two floors, such two floors not to include the basements.

8. No building shall be erected, placed, altered, or permitted to remain on any building plot in the subdivision until the building plans and specifications and the plot plans showing the location of such building or alterations have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of Alex Curtis, Dot Rattleside, and Chuck Chumley, said Committee to be known as the Planning Committee. The Planning Committee shall also have the power to approve or disapprove exterior paint color used on houses. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction. All homes shall have masonry foundations, with no block exposed anywhere. Identical homes will not necessarily be approved, and the Committee will put special emphasis on having different exterior sidings and masonry on adjoining homes. All brick exteriors will be encouraged, but not required necessarily.

9. It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swales on all lot lines. The above mentioned Planning Committee shall have the duty and power to inspect these swales upon completion of each house, and to reject inadequate swales, and require them to be corrected by the person building on that lot. It shall also be required that each builder who constructs a house on a lot with the driveway on the lower side of the lot shall be required to install a curb on the driveway to divert water away from the lot below his driveway. The above mentioned Committee shall decide if and where such curbs are to be installed, and has the power to require that these curbs be installed at the expense of the individual builder. It shall be the responsibility of each builder to maintain a clean and neat construction site at all times, and to clean the street in front of his lots upon completion of the house. On all lots which border drainage swales containing vegetation, trees, shrubs, grass, etc., the builders and all future owners shall not be permitted to remove such vegetation from these drainage areas. The Committee shall enforce this restriction. Powers and duties of such Committee shall cease on or after the 1st of January, 2000. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereof a written instrument shall be executed by the then owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or executed by said Committee.

10. 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.

11. No trailer, basement, tin shack, garage, barn or other outbuildings erected on the tract 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 fences can be constructed around front yards, unless they are split rail fences. No fences can be constructed on corner lots where they border the street.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.



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See WB 2155-607 Revision (MP)

PREPARED BY:
SHANKS & BLACKSTOCK, ATTYS. AT LAW
P. O. BOX 1346
KNOXVILLE, TN 37901

INSTRUMENT NO. 023863

DECLARATION OF RESTRICTIONS

HICKORY WOODS, UNIT III

WHEREAS, The undersigned, SUMMIT DEVELOPMENT GROUP, INC., a Tennessee Corporation of Knoxville, Knox County, Tennessee, is the owner of a tract of land in the Sixth (6th) Civil District of Knox County, Tennessee, and known as Hickory Woods Subdivision, Unit III, as shown on the Map of the same of record in Map Book CABINET, Page 5106, in the Register's Office of Knox County, Tennessee; and

WHEREAS, the said owner is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot or lots in said subdivision.

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said SUMMIT DEVELOPMENT GROUP, INC., does hereby covenant and agree with all subsequent owners of lots in said subdivision that the following restrictive covenants shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of any said lots in the subdivision:

03-15-90

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1st, January, 2000, at which time said covenants shall automatically extend for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
2. If the parties hereto or any of them or 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 estate situated in said development or subdivision to prosecute any 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 other suits for such violation.
3. Invalidiation of any one of these covenants by judgment or court order shall not in any way effect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract excluding that portion shown on the recorded map for future development, shall be known and designated as residential lots. No structure shall be erected, altered or placed or permitted to remain on any lot other than on detached single-family dwelling not to exceed three (3) stories in height and a private garage and the usual domestic servants quarters. A recreation facility may be permitted on one (1) lot, except that a community swimming pool shall not be allowed.



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5. No building shall be located nearer than 10 feet to any interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any part of the building to encroach upon another lot. Carports or roofed porches shall be considered as a part of the building and shall be no nearer than 10 feet to any lot line or in front of any building set back line, as shown on map of record referred to above. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot lines.

6. No more than one dwelling house may be erected on any lots as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process or processes of any kind, except for the purpose of increasing the size of another lot. A Committee composed of David Ison, Bob Crye and shall have the power to resubdivide any lot or lots in the subdivision to make additional lots, or for any other purpose. An unattached building may be approved by the Committee if the plans are submitted to the Committee and approved.

7. No building shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1,600 square feet. In computing the minimum floor area of a one-story house, only the main floor will be considered. In a one and one-half or two story house, the first floor must not be less than 1,000 square feet and the remaining area in said house must have a minimum of 600 square feet on the second floor. In rancher-basement houses or split foyer houses on the top floor, they must have 1,400 square feet minimum. In split level or tri-level houses there must be a minimum of 1,400 square feet on the top of two floors, such two floors not to include the basements.

8. No building shall be erected, placed, altered, or permitted to remain on any building plot in the subdivision until the building plans and specifications and the plot plans showing the location of such building or alterations have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of David Ison, Bob Crye and said Committee to be known as the Planning Committee. The Planning Committee shall also have the power to approve or disapprove exterior paint color used on houses. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction. All homes shall have masonry foundations, with no block exposed anywhere. Identical homes will not necessarily be approved, and the Committee will put special emphasis on having different exterior sidings and masonry on adjoining homes. All brick exteriors are encouraged, but no necessarily required.

9. It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swales on all lot lines. The above mentioned Planning Committee shall have the duty and power to inspect these swales upon completion of each house, and to reject inadequate swales, and require them to be corrected by the person building on that lot. It shall also be required that each builder who constructs a house on a lot with the driveway on the lower side of the lot shall be required to install a curb on the driveway to divert water away from the lot below his driveway. The above mentioned Committee shall decide if and where such curbs are to be installed, and has the power to require that these curbs be installed at the expense of the individual builder. It shall be the responsibility of each builder to maintain a clean and neat construction site at all times, and to clean the street in front of his lots upon completion of the house. On all lots which border drainage swales containing vegetation, trees, shrubs, grass, etc., the builders and all future owners shall not be permitted to remove such vegetation from these drainage areas. The Committee shall enforce this restriction. Powers and duties of such Committee shall cease on or after the 1st of January, 2000. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereof a written instrument shall be executed by the then owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or executed by said Committee.



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10. 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.

11. No trailer, basement, tin shack, garage, barn or other outbuildings erected on the tract 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 fences can be constructed around front yards, unless they are split rail fences. No fences can be constructed on corner lots where they border the street.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

13. No sign of any kind shall be displayed to the public view on any lot except (1) one sign of not more than (5) five square feet advertising the property for sale or rent or signs of not more than (5) five square feet used by the builder to advertise the property during the construction and sales period; unless specifically approved by the Committee.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept for breeding, or maintained for any commercial purposes.

15. 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 of such material shall be kept in a clean and sanitary condition. No junk cars can be parked in driveways at any time.

16. No satellite dish type antenna shall be installed without the approval of the Committee.

17. The above mentioned Committee shall have the power to change, alter, or waive any of the above restrictions at any time until January 1, 2000.

THIS instrument has been executed in witness whereof SUMMIT DEVELOPMENT GROUP, INC. has caused this instrument to be executed by its duly authorized Officer this 24th day of March, 1989.

SUMMIT DEVELOPMENT GROUP, INC.

SUMMIT DEVELOPMENT GROUP, INC.

By: Robert G. Crye
ROBERT G. CRYE, PRESIDENT
SUMMIT DEVELOPMENT GROUP, INC.

By: David L. Ison
DAVID L. ISON,
SECRETARY/TREASURER
SUMMIT DEVELOPMENT GROUP, INC.

STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

Personally appeared before me, the undersigned authority, ROBERT G. CRYE AND DAVID L. ISON, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the PRESIDENT AND SECRETARY/TREASURER of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Notarially attested by my hand, at office, this 24th day of March, 1989.



T. E. P. H.
NOTARY PUBLIC

My Commission Expires:

4/23/92
RWB/gg/zab
(rest-hickory woods 111)

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