

RESTRICTIVE COVENANTS
HICKORY GROVE ESTATES
NINTH CIVIL DISTRICT
MORRISON
WARREN COUNTY
TENNESSEE

Wes Williams, Register
Warren County Tennessee
Rec #: 133912 Instrument #: 160933
Rec'd: 40.00 Recorded
State: 0.00 9/10/2018 at 2:10 PM
Clerk: 0.00 in Record Book
Other: 2.00 444
Total: 42.00 Pgs 538-545

This Restrictive Covenants is made this 7th day of September, 2018
By James W. Hancock and Judith A. Hancock, hereafter referred to
As the "Developers". All lots and tracts of land in said Hickory Grove
Estates are restricted as follows, the Restrictive Covenants to run
With the said lots and tracts and to be a part of the consideration
For the conveyance of the same and said restrictions shall run with
Said lots and tracts and shall be in force and effect for a period of
(30) years from and after the date, at which time the same shall
Automatically extend for an additional (20) years, unless by vote of
The majority of the owners of the lots and tracts it shall be agreed to
Change said Restrictive Covenants in whole or part:

RESTRICTIVE COVENANTS
HICKORY GROVE ESTATES
NINTH CIVIL DISTRICT
MORRISON – WARREN COUNTY
TENNESSEE

1. All lots in this subdivision shall consist exclusively of single family dwellings. No More than one dwelling shall be constructed on any lot.

2. Size of the Dwelling:

All dwellings constructed shall contain a minimum of 2100 square feet of living area for one story homes; a minimum of 3000 square feet of living area for two story homes; a one and a half story home must have a minimum of 1750 square feet of living area on the first floor. Living area excludes any unfinished basement or other unfinished areas, garages, breezeways, porches, vaulted ceilings or upper portions of two level rooms (foyer, great room, living room, stairways) or other unheated areas. Future or bonus rooms left unfinished shall not be included in the minimum square foot area.

3. All structures erected or placed on any lot must comply with all setback lines as contained on the plat of the subdivision.

The minimum front set back distance is 40 feet from the front lot line. The maximum front set back shall be 50 feet unless special permission in writing is granted by the Subdivision owner or owners.

4. Construction Details:

ROOF: The roof pitch: 70% or more of a structure's roof must have a pitch of 7 in 12 or greater.

The roof design: The roof design must have a minimum of three valleys or four independent ridges, excluding dormers.

FOUNDATIONS: All exposed area of the foundation must be faced with brick or stone.

EXTERIOR WALLS: Exterior walls shall be of brick, stone, wood lap siding, hardybacker cement board siding, wood tongue and groove, vinyl or aluminum siding. Sidings that are not permitted are plywood siding, board and batt, or concrete block exterior walls. Log or slab sided homes are not permitted. Stucko may be used on walls above the foundation to a maximum of 10% of the total exterior wall area. Any combination of kiln burned brick, siding, stucko or stone is permitted. A minimum of 80% of all walls above the foundation must be of brick or stone.

GARAGE: The residence must have a minimum of a two car attached garage or a minimum of a two car garage located in the basement area. The garage must have the same roof pitch and construction as the residence. The garage must have a minimum of one automatic garage opener.

DESIGN: The home must have a minimum of seven 90 degree outside corners. The residence and garage must be stick built (constructed on the job site). However, trusses may be premanufactured. Premanufactured or modular homes are not allowed.

EXTERIOR ROOF MATERIAL: Asphalt shingles, standard or dimensional, or cedar wood shingles may be used. Copper or metal roofing may be used decoratively not to exceed 5% of the total roofing of any building. Masonry tile or concrete roofing is not permitted.

DECKS AND PORCHES: Any elevated deck or porch must have the underside concealed by wood lattice or masonry.

DETACHED BUILDINGS: Detached buildings must be a minimum of 120 square feet. They must be of the same exterior styling, roof pitch and construction as the main residence. The building must be stick built on the job site. Trusses may be premanufactured. Any building must have a continuous concrete foundation. Detached buildings must comply with the setback distances indicated on the subdivision plat.

ELECTRICAL SERVICE: Electrical service, telephone or cable TV must run underground from the utility lines to the home or any other building and from one building to another building.

EXTERIOR COLORS: All exterior colors including but not limited to siding, trim paint, and stucco must be either white or earth tone colors.

BUILDING CODE: All construction must meet the Southern Building Code Standard.

5. No buildings may be used for any commercial purpose.

6. **AIR CONDITIONING UNITS and GARBAGE CANS:** Window air conditioners are not allowed. The outdoor sections of air conditioners or heating units must be concealed from view from streets by a fence, wall, or shrubbery. Also garbage cans or such must be concealed or kept in the garage except on the days they are on the street for pick up.

7. **TIME:** The maximum time for construction of a residence shall be one year. The time period begins when building material is placed on the lot or when earth is broken for the home. All construction trailers, sheds, etc must be removed by the builder within 30 days after completion of the residence.

8. **TRAILERS AND MOBILE HOMES:** No trailer or mobile home of any kind, size or description may be used as a residence on any lot or street in the development.

No basement, tent, shed, or barn may be built or used as a temporary or permanent residence. Any tent, camper, camp trailer, travel trailer, boat trailer, auto trailer or utility trailer must be in a garage or parked or stored in the rear yard, not in the front yard or side yard, in order to reduce their visibility from the street.

Construction trailers are permitted only during the construction of the dwelling.
Self contained construction toilets may be used during construction only.

9. ANIMALS: No livestock, poultry, swine or goats of any kind shall be kept, raised or bred on any lots of the subdivision. Household pets, dogs, and cats may be kept but a maximum of two dogs and two cats per residence. Commercial breeding of birds or animals is not allowed. Pets must be kept inside the home or garage or in the rear yard. Adequate fencing, leash, or electric invisible fence must be used to contain all animals.

10. VEHICLES: Any unlicensed or inoperable or any vehicle being repaired or serviced must be in a garage out of view from the streets. Also any parts, engines, hoods, fenders or other vehicle parts must be stored in a garage. No parts or junk of any kind shall be stored outside.

11. OFFENSIVE ACTIVITIES: No noxious or 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.

12. FENCES: Fences may be located on the lot lines of adjoining side or rear lot lines. Fences are not allowed within forty (40) feet of any road or street, except Lot #11 may fence around the pond. The fence around the pond of Lot #11 may be in the front yard to a distance of thirty (30) feet from the normal water edge of the pond.

All fences from the 40 foot front set back line to 80 feet of the front property

Line must be vertical aluminum type. Any fence beyond the 80 feet must be chain link

Or vertical aluminum type.

13. LANDSCAPING: Each builder or lot owner must landscape the front yard and street side yard of corner lots within 180mdays of completion of any dwelling or home. Furthermore, each builder or lot owner must remove all rubbish, trash, etc., from each lot upon completion of the construction on the lot. Any building material, before and after construction, must be concealed by a fence, wall, or shrubbery or other concealment from any street or road. Owners of properties must keep them mowed as needed.

A minimum of 4 1 ½" caliber trees and 15 shrubs must be planted in the front yard. Lots along side streets must plant 4 1 ½ " or larger caliber trees in the street side yard set back area. A minimum of 15 shrubs must be planted in the front yard of each lot. Lots along the side streets must plant a minimum of 15 shrubs in the street side yard.

14. POOLS AND SPAS: Only inground swimming pools are allowed. Both portable or inground spas are allowed. Pools or spas must be within the building setback distances indicated on the subdivision plat. They cannot be located in the front of the house or in the side yard setback area. A fence or shrubbery shall be placed to conceal any pool or spa from any street or road.

15. VEGETABLE GARDENS, CLOTHES LINES AND SHRUBERY: Vegetable gardens and clothes lines must be in the rear yard. Vegetable gardens may be planted to an adjoining lot line at the side or rear lot line. They must observe the forty (40) foot setback from side streets or roads. Clothes lines must observe the same setback distances as a building to reduce their visibility from streets. Flower gardens and shrubbery may be planted anywhere on the lots. Care must be taken regarding the location of the planting so that the limbs of plants when fully grown do not cross their lot line or create problems with any utility.

16. DRIVEWAYS AND PARKING: Driveways and parking space for a minimum of three cars plus room to turn around must be provided. Driveways must be concrete or brick. The driveway and parking area must be completed before the home is completed and before it is used as a residence. If a culvert is needed, headwalls or poured concrete ends must be used. Parking on the street or road is limited to four hours.

17. MAILBOXES: Brick or stone structures shall enclose all mailboxes. They must be attractive. House numbers shall be located on the structure.

18. SIGNS: Lot For Sale or Home For Sale signs of the normal realtor size is permitted. Only one sign per dwelling or lot is permitted. No vehicle or other For Sale signs are allowed. Only one "Yard Sale" sign of the normal realtor size is permitted. Only one sign per dwelling or lot is permitted. No vehicle or other For Sale signs are allowed. Only one "Yard Sale" per year per residence is allowed for only three days per yard sale.

19. MODIFICATIONS OF THE RESTRICTIONS: Any of the covenants, restrictions or standards imposed by this instrument may at any time be altered, omitted, amended, or changed by a written recorded instrument agreed to and signed by the owner or owners of record of seventy percent (70%) or more of the lots in the subdivision. The owner of more than one lot shall have one vote for each lot he or she owns. Multiple owners of a lot shall share one vote for each lot they own.

20. ENFORCEMENT: Enforcement of any restriction shall be the right of any lot owner of the subdivision or several or all the property owners by a certified letter or written notice to the violating party. After seven days, if the violation is still in effect or restitution has not been given, then by law or inequity against any person or persons violating or attempts to violate any covenant, restriction, or standard, either to restrain violation or to recover damages including attorney fees and court costs from the violator.

21. The RESTRICTIONS of the lots of this subdivision shall run with the land and be binding on the developers or owners, their successors and assignee, as well as the purchasers of any of the lots of the subdivision.

22. If the Court should rule unconstitutional or invalid any of the restrictions contained herein, all other restrictions will remain in full force and effect.

23. The Developer James W. Hancock or his heirs must approve of, in writing, the plans for any home built in the subdivision.

PAGE 6 of 8

IN WITNESS WHEREOF, the said undersigned has caused this
Instrument to be executed this the 7th day of September, 2018

James W. Hancock 

STATE OF TENNESSEE

COUNTY OF WARREN

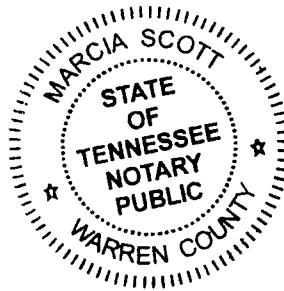
Personally appeared before me, the undersigned notary Public,
In and for said State and County, the within named, James W. Hancock,
With whom I am personally acquainted and who acknowledge the
Execution of the foregoing instrument for the reasons therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal of
Office at McMinnville, Tennessee, this 7th day of September, 2018.



Notary Public

My Commission expires:
MY COMMISSION EXPIRES:
April 1, 2019



This Instrument Prepared By:

James W. Hancock and Judith A. Hancock
1050 Miriah Drive
McMinnville, TN 37110

IN WITNESS WHEREOF, the said undersigned has caused this
Instrument to be executed this the 7th day of September 2018

Judith A. Hancock Judith A. Hancock

STATE OF TENNESSEE

COUNTY OF WARREN

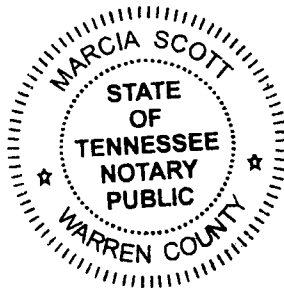
Personally appeared before me, the undersigned notary Public,
In and for said State and County, the within named, Judith A. Hancock,
With whom I am personally acquainted and who acknowledge the
Execution of the foregoing instrument for the reasons therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal of
Office at McMinnville, Tennessee, this 7th day of September, 2018.

Marcia Scott

Notary Public

My Commission expires:
MY COMMISSION EXPIRES:
April 1, 2019



This Instrument Prepared By:

James W. Hancock and Judith A. Hancock

1050 Miriah Drive

McMinnville, TN 37110