

Reid Troutman  
124 Independence Lane  
LaFollette TN 37766

HICKORY POINTE SUBDIVISION  
HICKORY POINTE HOMEOWNERS ASSOCIATION, INC  
AMENDED BY-LAWS

The following By-Laws are executed in order to provide for the establishment of a Council of Co-Owners, hereinafter referred to as "Home Owners Association" or "Association" for the government of the Hickory Pointe Subdivision All present or future Lot Owners, occupants, tenants or their employees, or any other person who might use the facilities of the Development Property in any manner, shall be subject to the covenants, provisions, and regulations contained in these Bylaws, and shall be subject to any restrictions, conditions, roles or regulations subsequently adopted by the Developer for the Hickory Pointe Subdivision.

**ARTICLE I**

**ADOPTION AND APPLICABILITY OF BYLAWS**

Section 1. Adoption of Bylaws. These Amended Bylaws are adopted this 31<sup>st</sup> day March, 2010, as the Bylaws of The Hickory Pointe Homeowners Association, which development consists of residential lots and is located in Union County, Tennessee. More Particularly, said by laws shall be applicable to Phases I-X in the Hickory Pointe Subdivision.

Section 2. Applicability of Bylaws. The name of the Association in which these Bylaws are applicable is The Hickory Pointe Homeowners Association. The Hickory Pointe Homeowners Association is hereinafter referred to as the "Association" and its membership shall consist of all lot owners in the Hickory Pointe Subdivision, Phase 1-10.

**ARTICLE II**

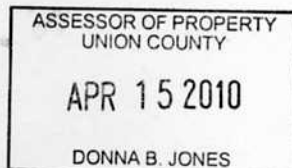
**THE ASSOCIATION**

Section 1. Office. The office of the Association and the Developers/Norris Partners shall be located within the clubhouse situated on Lot 129 of the Hickory Pointe Development, or at such other location as hereafter designated by the Board.

Section 2. Membership. Each Lot Owner, including Developer, upon acquisition of title to a Lot, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Lot, at which time the new Lot owner of such Lot shall automatically become a member of the Association.

Section 3. Voting Rights.

A. Eligibility. The owner or owners of each Lot in Phases I-X shall be entitled to attend and vote at all meetings of the Association. The Developer shall be considered the owner of each Lot that is unsold by it. Ownership of a Lot shall be the sole qualification for membership in the Association.



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

|                            |                          |
|----------------------------|--------------------------|
| 16 PGS : AL - RESTRICTIONS |                          |
| MB BATCH: 23212            | 04/15/2010 - 02:08:44 PM |
| VALUE                      | 0.00                     |
| MORTGAGE TAX               | 0.00                     |
| TRANSFER TAX               | 0.00                     |
| RECORDING FEE              | 80.00                    |
| ARCHIVE FEE                | 5.00                     |
| DP FEE                     | 2.00                     |
| REGISTER'S FEE             | 0.00                     |
| TOTAL AMOUNT               | 87.00                    |

B. *Voting Rights.* The owner or owners of a Lot shall be entitled to vote at all meetings of the Association provided that all homeowners association dues have been paid in full. Where two or more persons own a Lot, the vote allocated to that Lot shall be cast by the one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that Lot. Where only one of two or more owners of a Lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said Lot and shall be entitled to cast the vote with respect to that unit. Where one person or group of persons owns more than one Lot, such person or group shall be entitled to cast the total votes for each Lot owned.

C. *Corporation as Owner.* In the event a partnership, trustee, corporation or other entity owns a Lot or Lots, the votes of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.

D. *Proxies.* Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting prior to voting.

#### Section 4. Meetings of Members

(a) Annual Meetings. There shall be an annual meeting of the Association held in Union County, Tennessee, within the first twenty-one (21) days of May of each year commencing with the year 2007 at a place and time determined by the Board. At the annual meeting, Lot Owners shall elect the necessary member or members to the Board for the year ensuing. At the annual meeting, any matter concerning the welfare of the Community Project may be discussed and referred to the Board for proper action. At the annual meeting, the President, Secretary and Treasurer of the Association shall submit reports in writing for the year just ending, which reports shall be read to the Lot Owners. The annual meeting shall be presided over and conducted by the President, or in his absence, the Secretary. The Association may change the annual meeting date by vote of the Board.

(b) Special Meeting. Special meetings may be called by the President, Secretary or by Lot Owners constituting at least twenty-five 25% of the voting power, by written notice mailed to each Lot Owner at least five (5) days before the time and place for such meeting as shown in such notice. Notice of the meeting may be waived in writing by those entitled to notice. Special meetings shall be presided over and conducted by the President, or in his absence, the Secretary. No business other than that specified in the call shall be considered at any special meeting.

(c) Quorum Adjournment. To constitute a quorum at the annual or any special meeting, at least twenty-five percent (25%) of the voting power must be present in person or by proxy at such meeting. The members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

(d) Proxy. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his or their behalf shall be made in writing and filed with the Secretary of the Association at or before the meeting and shall be revocable at any time.

(e) Actions Without a Meeting. All actions, except removal of a Board Member, which may be taken at a meeting of the Association, may be taken without a meeting with the unanimous consent in writing of all of the members of the Association. Such writing, signed by each member of the Association, shall be filed with the minutes and proceedings of the Association.

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

Section 1. Number and Qualification. The Board of Directors shall consist of Six (6) persons, all of whom, except as otherwise provided, must be Lot Owners.

Section 2. Election of Board Members; Vacancies. Board members shall be elected at each annual meeting of the Association or at a special meeting called for such purpose. At a meeting of members of the Association at which Board members are to be elected, only persons nominated, as candidates shall be eligible for election as Board members and the candidates receiving the greatest number of votes shall be elected. Each member may vote for as many candidates as there are vacancies in the Board, however caused. In the event of the occurrence of any vacancy or vacancies in the Board, the vacancy created thereby shall be filled by a special election held to the total membership to elect a member to fill the unexpired term of any vacancy.

Section 3. Term of Office; Resignation. Each Board Member shall hold office for two (2) years and until his successor is elected, or until his earlier resignation, removal from office, or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. Notwithstanding the above, at the first annual meeting of the members of the Association, the term of office of the three (3) Board members elected shall be as follows: Two (2) Board members shall be elected for a term of one (1) year; one (1) Board member shall be elected for a term of two (2) years. Thereafter, all Board members elected shall serve two (2) year terms. Following the transfer of the developers rights as set forth herein, and notwithstanding the above, the term of office of the six (6) Board members elected shall be as follows: Three (3) Board members shall be elected for a term of one (1) year; Three (3) Board member shall be elected for a term of two (2) years. Thereafter, all Board members elected shall serve two (2) year terms.

Section 4. Powers and Duties of the Board. The Board shall have the duty to direct the management and the operation of the Community Property and to exercise the powers of the Association, except as otherwise provided in these Bylaws or in Subdivision Restrictions, and shall have such powers as shall be delegated to it by the Association.

Section 5. Organizational Meeting. Immediately after each annual meeting of members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least four (4) such meetings shall be held during each fiscal year.

Section 7. Special Meetings. Special meetings of the Board may be held at any time upon call by the President or by any two (2) Board members. Written notice of the time and place of each such meeting shall be given to each Board member, either by personal delivery or by mail, telegram or telephone, at least two (2) days before the meeting, which notice shall specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver, by him of notice of such meeting, and such notice may be waived in writing, either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special Meeting.

Section 8. Actions without a Meeting. All actions, except removal of officers, which may be taken at a meeting of the Board, may be taken without a meeting with the unanimous consent in writing of all of the members of the Board. Such writing, signed by each member of the Board shall be filed with the minutes of the proceedings of the Board.

Section 9. Quorum; Adjournment. A quorum of the Board shall consist of a majority of the Board members then in office; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote to those present, except as may be otherwise expressly provided in the in these Bylaws.

Section 10. Powers and Duties. Except as otherwise provided by law, or these Bylaws, shall have all power and authority of the Association shall be exercised by the Board. In carrying out the purpose of the Community Property and subject to the limitations by law or these Bylaws, the Board, for and on behalf of the Association, may:

- (a) Purchase or otherwise acquire, lease as lessee, hold, or use property of any description or any interest therein;
- (b) Make contracts;
- (c) Effect Insurance;
- (d) Borrow money, and issue, sell, and pledge notes, bonds, and other evidences of indebtedness of the Association, provided that no community, homeowner or common area property is pledged for any such indebtedness;
- (e) Levy and collect assessments against Lot Owners;

- (f) Employ a management agent to perform such duties and services as the Board may authorize;
- (g) Employ lawyers, accountants, engineers and others to perform such legal, accounting, engineering and other services as the Board may authorize;
- (h) Enforce the covenants, conditions and restrictions set forth in the Subdivision Restrictions ; and
- (i) Do all things permitted by law and exercise all power and authority within the purposes stated in these Bylaws.

Section 11. Removal. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, anyone or more of the Board members may be removed with or without cause by a majority vote of the attending members of the association at said meeting. In addition, the successor board member may also be approved by a majority vote of the attending members of the association at said meeting.

Section 12. Bond. The Board may require that all agents, officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on bonds shall be paid by the Association and shall be treated as a common expense, as described herein.

Section 13. Management Agent. The Board, in its discretion may employ a manager or management agent to perform such duties and services as the Board may authorize and as are otherwise delegable under the laws of the State of Tennessee; provided, however, that neither the Association nor the Lot Owners shall be subject to any management contract, employment contract or lease of recreational or parking areas or facilities, or any contract or lease, including franchises and licenses to which the Developer is a party, executed prior to the transfer of control of the Common Elements and of the Association as described in the By-Laws, unless such contract, lease or agreement contains a right of termination exercisable without penalty at any time after such transfer of control upon not more than ninety (90) days' notice to the other party thereto, and unless such contract, lease or agreement is renewed by a vote of more than fifty percent (50%) of the voting power of the Association.

Section 14. Sharing Facilities. The Association shall have the authority to enter into an agreement with adjacent or nearby property owners who lease or otherwise share the use and expense of certain facilities owned by or under the control of such property owners or owned by or under the control of this Association, including, but not limited to, maintenance facilities and any recreation areas.

Section 15. Liability of Board Members. No member of the Board shall be liable to the Lot Owners for any mistake, judgment, negligence, or otherwise, in connection with his service on the Board, except for his own individual willful misconduct or gross negligence. As between Lot Owners it is intended that the liability of any such Lot Owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board, as set forth in these Bylaws, shall be limited to such proportion of the total liability hereunder as his interest in the Common Elements bears to the total Lot interests of all such Lot Owners in the Common Elements. Agreements made by the Board on behalf of the Association may provide that the members of the Board and its officers as the case may be are acting only as agents for the Lot Owners and shall have no personal liability hereunder (except as Lot Owners),

and that each Lot Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the aggregate interest of all Lot Owners in the Common Elements. For purposes of this section, the provision of the Tennessee Code are incorporated herein in full, and the provisions thereof adopted to the fullest extent permissible; further, no earlier stated provision of this section shall be interpreted to effect a limitation on the effect of said statute, or any successor enactment.

Section 16. Common or Interested Board Members. The Board Member shall exercise their powers and duties in good faith and with a view to the interest of the property. No contract or other transaction between the Association and one or more of its Board Members between the Association and any corporation, firm, or association (including the Developer), in which one or more of the Board Members are directors or officers or are pecuniarily or otherwise interested shall be either void or voidable because such director or directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (c) A contract or transaction is commercially reasonable to the Association and the property at the time it is authorized, ratified, approved, or executed.

A common or interested director may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves, or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer or not so interested.

## ARTICLE IV

### OFFICERS

Section 1. Election and Designation of Officers. The first meeting of the Board in each year shall be held after the annual meeting of the Association. At said meeting, the Board shall elect officers and appoint employees as it shall determine. The Board may also appoint an executive committee or special committees. The officers elected by the Board shall be the officers of the Association and shall include a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be Board members. The named person may hold more than one office; provided, however, that the offices of President and Secretary must be held by different people.

Section 2. Term of Office, Removal, Vacancies. The officers of the Association shall be elected for a term of one (1) year by the Board and shall serve until their successors are elected and qualified. Any officer or employee elected or appointed by the Board may be removed at any time with or without cause upon a vote of a majority of the whole Board. Any vacancy in any office may be filled by the Board.

Section 3. Duties of Officers. The President shall be the chief executive officer of the Association and shall conduct all meetings of the Association and the Board. The Secretary shall keep the minutes of meetings of the Association and the Board and shall give notices of meetings of the Association and the Board as required by law or these Bylaws. The Treasurer shall handle the financial affairs of the Association, including deposits of funds, shall write and sign checks for the legitimate expenses of the Association as authorized by the Board, and prepare and maintain the records required by these Bylaws, and the Act. In addition, each officer shall have such duties as may be assigned to him or her by the Board or the President.

Section 4. Delegation of Authorities and Duties. The Board is authorized to delegate the authority and duties of any officer to any other office, or a management agent or a management company, or to anyone or more of them and generally to control the action of the officers and management agent or management company and to require the performance of duties in addition to those mentioned herein. The execution of a management agreement with a management agent or management company which authorizes or requires the management agent or management company to perform certain duties shall be deemed to be delegation and authorization to such management agent or management company of such duties and of all power and authority necessary to carry out such duties.

## **ARTICLE V**

### **MAINTENANCE OF COMMON ELEMENTS**

Section 1. Common Elements. All Common Elements are subject to the joint use and enjoyment by each and all of the Owners. Without in anywise limiting the generality of the above definition of Common Elements, the said Common Elements shall include, without limitation:

(i) Such portion of the Land as shall have been made subject to the covenants and restrictions of the Development, together with all parking and driveway area, storage and refuse areas, community gate(s), signs, landscaping, community boat ramp, swimming pool(s), and clubhouse.

(ii) All utility installations up to the point of connection in a Lot (with the exception of fixtures within a Unit for the purpose of serving that particular Unit) including but not limited to electric wiring, plumbing, and sanitary lines and all pipes, ducts or other equipment used to provide power, light, telephone, gas, water, heat or other utility services to the individual Units.

(iii) Community Boat slips shall also be considered common elements to the Lot Owners who purchase in interest in an to a community boat slip. The Boat Slip Facility located behind the Development Clubhouse (Lot 129) are designated for Phases 1-6. The Boat Slip Facility located in the cove (adjacent to tram) are designated for Phases 7-10. Lakefront owners and lot owners owning deeded boat slips may not use the community boat slips.

The Owners of the Units are bound to contribute toward the expenses of administration and maintenance and repair of those portions of the Project required hereby, as assessed from time to time by the Board of Directors or its successor, and toward any other expenses lawfully agreed upon, in proportion to their ownership interests. No Owner may exempt himself or herself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit belonging to that Owner or by any other means. The sale or conveyance of a Lot shall in all cases be subject to all unpaid assessments against the Owner thereof for his or her pro rata share in the expenses to which this section refers and, if the same are not paid by the Owner thereof prior to sale or conveyance, there shall be a lien against the Lot and the same shall be paid by the new Owner thereof.

Each year, prior to January 1<sup>st</sup>, the Board of Directors shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies, repairs, replacements and administration, that will be required during the ensuing calendar year for the rendering of all services, the payment of all general common expenses, which includes the utilities serving the Common Elements, and the making of any and all necessary repairs, replacements, alterations and for the proper administration of the Project, together with a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies and replacements (all of which are hereinafter referred to as, and included with the terms, maintenance fund, maintenance fund requirements, maintenance fund assessment or assessment), and shall on or before 1<sup>st</sup> of each year notify each Owner, in writing, as to the amount of such estimate of maintenance fund requirements with reasonable itemization thereof. Said maintenance fund requirements shall be assessed to the Owners according to each Lot's pro rata share of expenses and assessments.

If, for any reason, the Board of Directors fails, within the times aforesaid, to make the estimate of the maintenance fund requirements or to give notice thereof to each Owner, then monthly installments of maintenance fund assessments for the ensuing year shall continue to be in the same monthly amount as the preceding year, until the Board of Directors actually makes the new estimate of maintenance fund requirements and gives notice thereof to the Owners. On or before the date of the annual meeting of each calendar year, the Board of Directors shall supply all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with an itemization of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage ownership in the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the General Common Elements to the installment next due.

The Board of Directors shall establish and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate, which may become necessary during the year, shall be charged first against such reserve. If said maintenance fund requirements prove inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may, at any time, levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage of ownership in the General Common Elements. The Board of Directors shall serve notice of such further maintenance fund assessment on all Owners by a statement in writing giving the amount and reasons thereof and the amount of the monthly installments, and such further assessment shall become effective with the monthly maintenance fund payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount.

The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any amount of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual maintenance fund assessment, as above provided, at the then existing annual rate established for the previous period until the an maintenance payment that is next due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

The Developer, and its partners, shall be exempt from any yearly maintenance fund assessments on any unimproved Lot owned by Developer or its partners for the years 2010 & 2011. The partners of Developer are as follows: Steve Jones, Blake Jones, Wiley Jones, Mark Hatcher and Alan Flanigan. Although the Developer and/or its partners are potentially exempt from year assessments, they will maintain their membership status in and to the homeowner association as set forth in Article II, Section 2 herein.

Each Lot's pro rata share of expenses and of the maintenance fund assessments, payable annually as above provided, shall be due and payable on January 15<sup>th</sup>, and shall become delinquent if not paid by February 1<sup>st</sup>. If not paid by February 1st, the assessment shall earn interest from the date of delinquency at the maximum legal interest rate. Any delinquent installment of a Unit's maintenance fund assessment shall immediately and without further demand or notice, become a lien upon that Unit, and all incidents and appurtenances thereto. Such lien shall have priority over any subsequently recorded mortgage or deed of trust. In any and all events, the lien of any delinquent and unpaid assessment against a Lot shall take precedence over the lien of any judgment or attachment and shall take precedence over the title of any trustee in bankruptcy. The lien of any delinquent and unpaid assessment that remains unpaid for a period of ten (10) years from the date of assessment shall be declared extinguished and paid in full.

Present homeowners maintenance and assessment shall be as follows

|                          |                   |
|--------------------------|-------------------|
| -Lake Front Lots         | \$300.00 per year |
| -Lake View/Interior Lots | \$500.00 per year |

The Homeowners association reserves the right to adjust said assessments for future years to compensate for cost/expense increases.

## **ARTICLE VI**

### **GENERAL POWERS OF THE ASSOCIATION**

Section 1. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same, supplementing the rules and regulations set forth in the Subdivision Restrictions and these Bylaws as it may deem advisable for the maintenance, conservation, and beautification of the Development Property, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of the Development. Written notice of such rules and regulations shall be given to all Lot Owners and occupants, and the Development Property shall at all times be maintained subject to such rules and regulations.

Section 2. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Lot Owners of any of them.

Section 3. Special Services. The Association may arrange for special services and facilities for the benefit of such Lot Owners and/or occupants as may desire to pay for the same, including without limitation, the cleaning, repair and maintenance of a Lot, or special recreational or educational facilities. Reasonable fees for such special services and facilities shall be determined by the Board and may be charged directly to participating Lot Owners, or paid by the Association as a Common Expense, in which case a special assessment shall be levied against such participating Lot Owners to reimburse the Association therefore.

Section 4. Association's Right to Enter Lots. The Association or its agents may enter any Lot when necessary in connection with any maintenance or construction for which the Association is responsible, after reasonable notice to the owner thereof. Such entry shall be made with as little inconvenience to the Lot Owners as practicable, and any damage caused thereby shall be repaired by the Association, as a Common Expense. The Association reserves the right to retain a passkey to each Lot with the written consent of the Lot Owner(s). Lot Owners may install safety or night latches or other security devices in the doors of their Lots for their security but in the event of any emergency originating in or threatening any Lot, or at any other time when required alterations or repairs are scheduled, the management agent or his representative or any person designated by the Board and any police, safety, fire-fighting, health or similar official, may enter the Lot immediately, whether the Lot Owner is present or not, and use such force as necessary to make entrance. Any damage caused to the Lot or Common Elements by reason of such entry being made through such safety, night or security latches, locks or devices shall be repaired and paid for by the Lot Owner who installed or used such latch, lock or device.

Section 5. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board and officers, from delegating in accordance with the Subdivision Restrictions, to persons, firms or corporations, including any manager or management agent, such duties and responsibilities of the Association as the Board shall from time to time specify and providing for reasonable compensation for the performance of such duties and responsibilities.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

Section 1. Developer's Rights Pending Sale of Seventy Five Percent (75%) of Development Lots. Until such time as the Association is founded and, thereafter until the earlier of seven (7) years or thirty (30) days after the sale and conveyance of ownership Interests to which appertain seventy-five percent (75%) of the Hickory Pointe Subdivision lots to purchasers in good faith for value, the Developer shall have the rights and powers provided the Subdivision Restrictions and By-Laws.

Section 2. Copies of Notice to Mortgage Lenders. Upon written request to the Board, the holder of any recorded mortgage or trust deed against any Ownership Interest shall be given a copy of any or all notices permitted or required by the Bylaws to be given Lot Owners whose Ownership Interest is subject to such mortgage or trust deed.

Section 3. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained the Development Restrictions or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 4. Notices of Mortgages. Any Lot Owner who mortgages his Lot shall notify the Association, in such manner as the Association may direct, of the name and address of his mortgage and of the amount being secured thereby, and thereafter shall notify the Association of the full payment, cancellation or other alteration of the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgages of Lots."

Section 5. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

Section 6. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in these Bylaws shall be deemed to be binding on all Lot Owners, their successors, heirs and assigns

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## VIII

### COMMUNITY BOAT SLIPS

The following rules and regulations shall apply to all community boat slips located within the Hickory Pointe development and shall be enforceable by Developer and/or the Hickory Pointe Homeowners Association, Inc.:

1. No boat which is physically or environmentally unsafe or is utilized in an unsafe or reckless manner shall be allowed to utilize the docking facility.
2. Boats may not be refueled at the dock facility and power boats must have a fully operational, U.S. Coast Guard approved, fire extinguisher on board at all times. Fuel, oil, spirits, inflammable liquids or oily bilge water shall not be discharged into Norris Lake.
3. Boats shall be operated along the community/development shoreline and in the area of the docks in a safe and prudent manner.
4. Refuse shall not be thrown overboard or deposited on the dock facility.
5. Charcoal fires or open flames of any type will not be permitted on the dock facility or in boats docked at the facility.
6. No repairs of boats or equipment shall be permitted at the dock facility.
7. No overnight storage of supplies, materials, accessories, equipment.
8. The Hickory Pointe Homeowners Association, Inc. shall not be liable for the care or protection of any boat (including its gear, equipment or contents) or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment whether due to the sole negligence of the Association or otherwise. By use of the dock facilities, each boat owner agrees to indemnify and hold the Association harmless against any loss, cost, suit or claim arising out of his or her use of the boat slips, launching ramp and dock facilities at the park or any handling of the boat in connection therewith.
9. Laundry shall not be hung on boats or the dock facility.
10. Advertising or soliciting shall not be permitted on or from any boat moored at the dock facility, nor shall any boat be used for business or commercial purposes. No signs shall be permitted to be displayed on boats moored at the dock facility.
11. Noise shall be kept to a minimum at all times when using the dock facilities. Boat slip users shall use discretion in operating engines, generators, radios, and television sets, so not to create a nuisance or disturbance. The use of power tools (drills, buffers, sanders, etc.) on boats is prohibited at the dock facility.
12. The use of the community boat slips are also subject to any applicable TVA covenants, restrictions or regulations.
13. Boat slips are transferable only if (1) approved by the Developer, its successors and/or assigns, and (2) approved only if transferred to a Lot owner within the Hickory Pointe Subdivision.
14. The Hickory Pointe Homeowners Association, Inc., shall maintain a map delineating all dock facilities and ownership of the numbered slips. Use of the community boat slips shall be administered and/or regulated by the Hickory Pointe Homeowners Association.
15. Community boat slips are on a first come first serve basis.

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## ARTICLE IX

### INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

The Association shall indemnify every person who is or has been a Board Member, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Board member, officer, employee or agent of the Association; provided (a) such person acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) in any matter the subject of a criminal action or proceeding, such person had no reasonable cause to believe the conduct was lawful; provided, however, that in the case of any threatened pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall, have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be (a) by a majority vote of a quorum of the Board of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Board members so direct, in a written opinion by independent legal counsel other than an attorney or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the Lot Owners, or (d) by the court in which such action, suit or proceeding was brought.

Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement or any insurance purchased by the Association, or by vote of Lot Owners, or otherwise.

## ARTICLE X

### NOTICES AND DEMANDS

Any notice by the Board to a Lot Owner shall be deemed to be give and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by certified or registered letter in any post office, addressed to him at the Lot owned by such Lot Owner, and any notice by a Lot Owner to the Board shall be deemed to be duly given and any demand upon the Board shall be deemed to have been duly made, if in writing, and delivered to any two (2) members of the Board or to the President of the Association, either personally or by certified or registered mail, addressed to such Board members or officer at his Lot.

## ARTICLE XI

### AMENDMENT

After the earlier of the Project Developer selling Seventy Five (75%) percent of the Lots or three years from the date of the By-Laws, these By-Laws may be amended by majority vote of two-thirds of the Members of the Homeowners Association.

IN WITNESS WHEREOF, the foregoing were adopted as the Bylaws of THE HICKORY POINTE HOMEOWNERS'S ASSOCIATION, at the first meeting of its Board of Directors on the 14<sup>th</sup> day of April 2010.

THE HICKORY POINTE HOMEOWNERS'S ASSOCIATION, INC.

BY: Steve Jones  
ITS: Pres.

Steve Jones  
STEVE JONES

Brenda Jones by Steve Jones  
BRENDA JONES  
By Steve Jones, Atty. In Fact

NORRIS PARTNERS  
Tennessee General Partnership

BY: Steve Jones  
ITS: GENERAL PARTNER

# PROTECTIVE AND RESTRICTIVE COVENANTS FOR HICKORY POINTE SUBDIVISION PHASE VII

1. The development designated as HICKORY POINTE SUBDIVISION PHASE VII as recorded in Plat Cabinet D, Slide 118, Map B, 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 Steve Jones and Brenda Jones and their successors and assigns, and being the property conveyed to the Developer as recorded in Warranty Deed Book 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 must be approved by Developer and/or his assigns prior to construction.
- 5. HOME DESIGN:**
- No exposed foundations. Foundation must be covered with brick, stone or stucco.
  - 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 proposed improvement, (3) type of exterior material to be 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. All siding must be approved by Developer and/or his assigns 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. All pools must be approved by Developer and/or his assigns.

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**08002425**

STATE OF TENNESSEE, UNION COUNTY

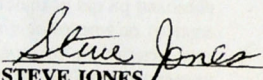
**MARY BETH KITTS**  
REGISTER OF DEEDS

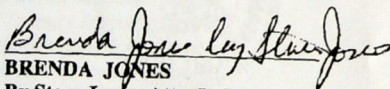
|                               |       |
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| 4 FOR: 133-136 - RESTRICTIONS |       |
| AM: 17182                     |       |
| 07/21/2008 - 08:09:44 AM      |       |
| VALUE                         | 0.00  |
| MORTGAGE TAX                  | 0.00  |
| TRANSFER TAX                  | 0.00  |
| RECORDING FEE                 | 20.00 |
| DP FEE                        | 2.00  |
| REGISTER'S FEE                | 0.00  |
| TOTAL AMOUNT                  | 22.00 |

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 approved 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 approved by Developer and/or his assigns prior to installation.
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 26 day of Nov, 2007.

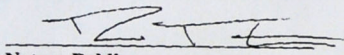
  
STEVE JONES

  
BRENDA JONES  
By Steve Jones, Atty. In Fact

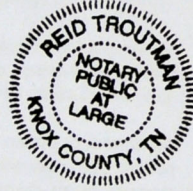
STATE OF TENNESSEE           )  
                                          ) ss.  
COUNTY OF UNION           )

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 being duly sworn, having the authority to do so, they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 26 day of November 2007.

  
\_\_\_\_\_  
Notary Public

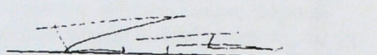
My Commission Expires: 3/9/11



STATE OF TENNESSEE           )  
                                          ) ss.  
COUNTY OF UNION           )

On this 26 day of Nov, 2007 before me personally appeared STEVE JONES, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of BRENDA JONES acknowledged that such person executed the same as the free act and deed of BRENDA JONES.

Witness my hand and seal this 26 day of Nov, 2007.

  
\_\_\_\_\_  
Notary Public

My commission expires: 3/9/11

