

THIS INSTRUMENT PREPARED BY:
PHILLIPS M. SMALLING, ATTORNEY
P.O. BOX 340
BYRDSTOWN, TN 38549

RESTRICTIONS
FOR
BIG SKY ESTATES - PHASE THREE

WESTVIEW LAKE PROPERTIES, INC., herein called "OWNER-DEVELOPER", being the present owner of a certain tract of land situated in Pickett County, Tennessee, and being more particularly described in Deed Book 54, Page 477, Register's Office, Pickett County, Tennessee, and as set forth on a plat identified as Westview Lake Properties, Inc. (Big Sky Estates - Phase Three), of record in PLAT BOOK 2, PAGE 64, desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of Lots, does hereby adopt and establish the following reservations, restrictions, and covenants which shall be and are hereby made applicable to said subdivision.

APPLICABILITY:

Each contract, deed or deed of trust which may be executed with respect to any property in the above described property shall be deemed and held to be executed, delivered, and accepted subject to all of the provisions of this instrument, including, without limitation, the reservations, restrictions and covenants herein set forth, regardless of whether or not any such provisions are set forth in said contract, deed or deed of trust, and whether or not referred to in any such instrument.

DEDICATION:

The streets and roads through said parcel are dedicated to the use of the public. The utility easements shown thereon are dedicated to the public.

It is the intent, purpose and desire of Westview Lake Properties, Inc. to be of the highest possible quality, and a credit to the community of which it is a part as well as a source of pride for its residents. To assure that the objective is obtained, development of the project and completion of the residences has and will be done in a manner so as to minimize disturbance to the natural environment.

Accordingly, the intent and purpose of the restriction of this development are to enhance the objective of high quality housing in a private wooded setting. Westview Lake Properties, Inc. has reserved the right for the granting of variances relative to the restrictions contained hereon in order to be able to work with the individual property owners to insure that these objectives are achieved within the development.

GENERAL RESTRICTIONS:

The following restrictions and covenants shall run with the land and be binding upon all future owners of said land.

1. Easements are reserved as may be required across lots and property of Westview Lake Properties, Inc. Generally, these are for the future development of the property or adjacent property for drainage and utilities and egress or maintenance of the same.
2. No roads or passways shall be allowed from adjacent property across or through a lot in development.
3. Housing to be developed shall not be less than **900 square feet** of heated living space unless a variance is granted by Westview Lake Properties, Inc.
4. No mobile homes, trailers or double-wides shall be allowed upon lots for residential purposes.
5. Travel trailers shall be allowed for residences during construction of cabins. Construction not to exceed 9 months.
6. Westview Lake Properties, Inc. reserves the right to approve house plans for housing to be constructed within the development and additionally reserves the right to approve detached buildings from that of the primary residence, including but not limited to detached garages or storage buildings.
7. Any residence or other structure to be placed upon any lot within the development shall be located not closer than 8 feet to any adjacent boundary line nor closer than 10 feet from County Roads.
8. The owner of any lot or lots within the development will at all times, keep the premises neat and clean and any improvements situated thereon shall be kept in good repair. Lots shall be maintained so as to inhibit the growth of weeds and underbrush. The accumulation of refuse, trash, inoperable vehicles or anything else that would be of an unsightly nature is prohibited.
9. Fencing on any lot on the property herein conveyed shall be limited to chainlink, painted wood or split rail. All other fencing expressly barbed wire fencing shall specifically be prohibited.
10. No dwelling shall contain exterior finish of unpainted concrete blocks, tar paper or rolled type skirting or asphalt type siding.

BINDING EFFECT:

All of the provisions hereof shall be covenants running with the land thereby effected. The provisions hereof shall be binding upon and inure to the benefit of the owner of the land effected and the Owner-Developer and their respective heirs, executors, administrators, successors and assigns.

Executed this 22nd day of APRIL, 2003.

WESTVIEW LAKE PROPERTIES, INC.

BY: *James Martin*
JAMES MARTIN, PRESIDENT

STATE OF TENNESSEE

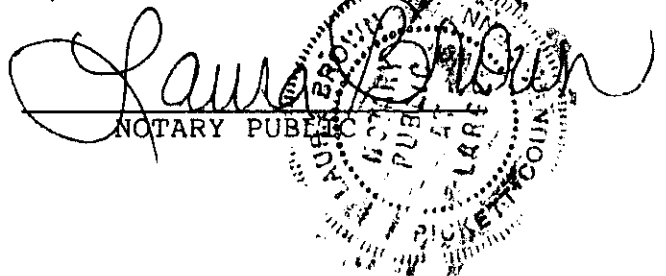
PICKETT COUNTY

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named JAMES MARTIN, being PRESIDENT OF WESTVIEW LAKE PROPERTIES, INC., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be PRESIDENT OF WESTVIEW LAKE PROPERTIES, INC., the within bargainor, and that he as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name JAMES MARTIN as PRESIDENT OF WESTVIEW LAKE PROPERTIES, INC.

Witness my hand and official seal of office in Byrdstown, Tennessee, on this the 22 day of April, 2003.

Commission Expires:

March 28, 2006



STATE OF TENNESSEE, PICKET COUNTY
The foregoing instrument and certificate were noted in
Note Book 5, Page 40 At 12:20 clock PM 20 03
and recorded in Map Book 46 Page 447
State Tax Paid \$ 0 Fee 2.00 Recording Fee 15.00
Total 17.00 Witness my hand.
Receipt No. 21228
Register Phyllis Ford