

RESTRICTIONS
OF
EAGLE CREEK ESTATES

STATE OF TENNESSEE
COUNTY OF PICKETT

FRED ELDER AND WIFE DIANE ELDER and JERRY KINCHEN AND WIFE JACKIE KINCHEN, 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 48, Page 399, of record in the Register's Office, Pickett County, Tennessee, and also as set forth on a plat identified as EAGLE CREEK ESTATES, of record in Plat Book 2, Page 27, desiring to create and carry out a uniform plan and scheme for the improvement, development and sale of property in said EAGLE CREEK ESTATES, do hereby adopt, establish and promulgate 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.

GENERAL RESTRICTIONS:

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

1. Said property shall be used solely for residential purposes.
2. No house or residence shall be constructed thereon having less than one-thousand two-hundred (1,200) square feet of heated floor area.
3. A setback of five (5) feet shall be required from road and two (2) feet from property line.
4. That no temporary building shall be maintained on said land.
5. That no used residential property will be moved thereon.
6. That no permanent outside toilet facilities or any type of outdoor privy will be used or maintained on said land.

7. That no used or junk automobiles or other type of junk will be maintained on said land.

8. No swine or other type of commercial animals will be permitted on said property that are for the purpose of resale.

9. No mobile homes or prefabricated housing will be placed on, constructed or maintained on said land.

10. It will be permissible to use a camper or mobile home located upon the property while construction of a permanent dwelling is under construction thereon.

11. The roads and streets through the property are dedicated to the County for maintenance thereon.

12. The Owner-Developer reserves the right to make minor changes in and minor additions to such utility easements for the purpose of more efficiently serving the property herein.

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 25th day of June, 1997.


FRED ELDER
OWNER-DEVELOPER


DIANE ELDER
OWNER-DEVELOPER


JERRY KINCHEN
OWNER-DEVELOPER

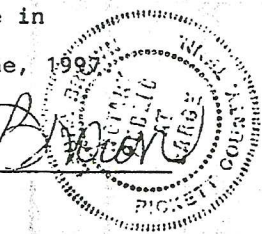

JACKIE KINCHEN
OWNER-DEVELOPER

STATE OF TENNESSEE
COUNTY OF PICKETT

Personally appeared before me, a Notary Public in and for said County and State, the within named FRED ELDER AND DIANE ELDER, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in BYRDSTOWN, TENNESSEE, on this the 25th day of June, 1997.

Sandra Brown
NOTARY PUBLIC



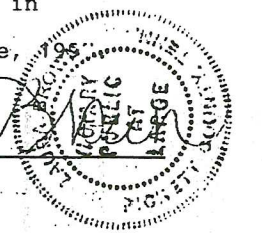
Commission Expires: March 10, 1998

STATE OF TENNESSEE
COUNTY OF PICKETT

Personally appeared before me, a Notary Public in and for said County and State, the within named JERRY KINCHEN AND JACKIE KINCHEN, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in BYRDSTOWN, TENNESSEE, on this the 25th day of June,

Sandra Brown
NOTARY PUBLIC



Commission Expires: March 10, 1998

STATE OF TENNESSEE, PICKETT COUNTY
The foregoing instrument and certificate were noted in Note Book 4, Page 22 At 10:20 o'clock A.M. 6/25 1997 and recorded in 11/20 Book 37 Page 474
State Tax Paid \$ _____ Fee _____ Recording Fee 2.00
Total \$ 2.00 Witness my hand.
Receipt No. 12510
Register Phyllis Stephens