

17-11

PREPARED BY: Carol C. Martin  
6115 Boxelder Lane.  
Harrison, Tenn. 37341

Instrument: 2002110400228  
Book and Page: BI 6427 755  
Data Processing F  
Misc Recording Fe \$2.00  
Total Fees \$10.00  
User: STAYLOR \$2.00  
Date: 04-NOV-2002  
Time: 10:33:22 A  
Contact: Pam Hurst, Register  
Hamilton County Tennessee  
in Book 6310, Page 75400  
Instrument: 2002110400228  
Book and Page: BI 6427 755  
Data Processing F  
Misc Recording Fe \$2.00  
Total Fees \$10.00  
User: STAYLOR \$2.00  
Date: 04-NOV-2002  
Time: 10:33:22 A  
Contact: Pam Hurst, Register  
Hamilton County Tennessee

RESTRICTIVE COVENANTS

WHERE AS, CARROLL C. MARTIN, is vested with an interest in all of the property described in a deed recorded in the Register of Deeds office in Book 6310, Page 75400 Hamilton County Tennessee. For the protection of future owners, does hereby impose upon the above stated property, the following Restrictive Covenants, which shall run with the land. This document replaces a document recorded in Book 6358, Page 788, Hamilton County, Tn.

1. All tracts in the development shall be used, known and described as residential tracts. No building or structure shall be erected, altered, placed or permitted to remain on any residential tract other than one single family residential dwelling and, if any, its customary and usual accessory structures, and those structures that are customary and usual to a ranch or farm.
2. Minimum Floor Space: Each dwelling constructed on any residential tract in the development shall contain a minimum of two thousand (2000) square feet of heated living space, exclusive of all porches, garages, or breezeways attached to the main dwelling. A multi-level dwelling shall contain a minimum of twenty five hundred (2500) square feet. All house plans must be approved by the developer or assigns before construction begins.
3. No modular or Manufactured homes shall be permitted, unless approved in writing, by the developer, his heirs, or assigns, prior to the erection of such home.
4. Set back Requirements: The minimum set back line shall be a distance of fifty (50) feet from the front property line.
5. Construction Material: No exposed concrete block. All such material must be veneered with brick or stone masonry, except that the rear of any structure may be stuccoed. All non-masonry structure shall be neatly painted or stained. Livestock fencing shall be of field wire, diamond wire, or painted or stained boards.
6. Easements, Utilities, Subdivide: Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the plat or that are preexisting. A 15 foot riding trail shown on the plat has been abandon. There is a 10 foot wide underground utility easement along all interior lot lines. All Utilities shall be underground. The developer reserves the right to re-subdivide any or all tracts. No part of any tract may be used as access to any other property outside of this development without written consent of the developer or assigns, and consent must be recorded in the Register's Office of Hamilton County, Tennessee. No easement for utilities may be granted without the approval of the developer.
7. Garbage, Junk, Weeds: No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or junk. Owners shall be responsible for mowing and cleaning their yard areas.
8. Offensive Activities: No noxious or offensive activity shall be conducted on any tract, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood or objectionable by reason of smoke, dust, odor, noise, or visual blight. Disk antenna and other such equipment, shall not be placed in the front or side yards. Only operating cars or pickups are to be parked in front or beside the house. All other vehicles, boats etc. are to be stored behind the rear line of the house, unless parked in the garage.
9. Home Owners Association: All owners agree to join the Home Owners Association, which shall be composed of all property owners in the development, and to contribute to its needs as required by a majority vote of its members. The function of the Association is to maintain common use areas, such as roads and signs. No owner shall be required to contribute more than five hundred (\$500) dollars in any one year. Each tract shown on the plat by McKenzie Surveying, project no. CO82802 shall have one vote each, and shall contribute for each.

5/1/02

Book and Page: 61 6427 756

10. Amendment: At any time, the owners of the legal title ( as shown by records of Hamilton County, Tennessee) to seventy percent (70%) of the tracts within the development may amend the covenants, conditions and restrictions set forth herein by filing an instrument containing such amendment in the office of the Register of Hamilton County, Tennessee. Except that prior to January 1, 2012 no such amendment shall be valid or effective without the joinder and consent of the developer, if the developer continues to have a legal interest in the development.

11. For the purpose of property improvement , as long as he retains ownership in any tracts in the development, the developer or assigns reserves the right to grant waivers from these Restrictive Covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him would be conclusive proof that the waiver would not materially affect the purpose sought thereby, by the developer. Other owners of tracts in the development shall not be entitled to bring suit to enforce the compliance of the original restrictions, where a waiver has been given by the developer unless it is a violation of the restrictions as waived or modified. Nor is the owner entitled to damages from the developer for any waivers granted by him. The developer shall be the sole judge on any matter in these restrictions that require a judgement call. When the developer no longer owns property in the development, the Home Owners Association shall assume this responsibility.

12. If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easement herein provided, and other owners may prosecute any proceeding at law or in equity against the owner or owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.

13. Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of and be enforceable by the developer, or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns.

14. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and affect.

15. If Court proceedings are necessary to enforce these restrictions, then the party initiating these proceedings, against any defaulting party, in addition to recovery of any injunctive relief and or damages, shall recover reasonable attorney's fees, and all cost of court.

IN WITNESS WHEREOF, Carroll C. Martin, has caused this hand and seal to be affixed to this instrument, this the 4 day of Nov, 2012.

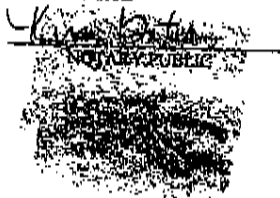
BY: Carroll C. Martin  
Carroll C. Martin

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 4<sup>th</sup> day of Nov, 2012, Before me personally appeared Carroll C. Martin to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

My Commission Expires: 7/19/2013



Return to  
 JENSEN TITLE AGENCY, INC.  
 513 Georgia Avenue  
 Chattanooga, TN 37403

Stamped in Error

ADDRESS FOR CORRECTION OR REVISION	BOOK YEAR PAGE TO	MAP RECORD NUMBER
Carroll C. Martin	5888	69-17
6115 Boxelder Lane		
Harrison, TN 37341		
CITY STATE ZIP	CITY STATE ZIP	

PTA 100135

PRIVATE JOINT DRIVEWAY AND UTILITY EASEMENT AGREEMENT

WHEREAS, Carroll C. Martin and wife, Shirley A. Martin are the owners of those tracts of land described in Deed of record in Book 6310, Page 754, in the Register's Office of Hamilton County, Tennessee, and as shown on survey by McKenzie Surveying Company dated September 28, 2002, Project No. CO828027 and attached hereto as Exhibit "A";

WHEREAS, it is the desire of Carroll C. Martin and Shirley A. Martin to create and impose a 50 foot private joint driveway and utility easement over, across, under and through the above described property as shown on said survey for the benefit of the owners of the tracts of land adjoining said 50 foot private joint driveway and utility easement; and

NOW, THEREFORE IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid, the receipt of all of which is hereby acknowledged, we, CARROLL C. MARTIN and wife, SHIRLEY A. MARTIN, do hereby impose and create upon the property described in Deed of record in Book 6310, Page 754, in the Register's Office of Hamilton County, Tennessee, a 50 foot perpetual, non-exclusive private joint driveway and utility easement for the purpose of vehicular and pedestrian ingress and egress and the installation, use and maintenance of utility service lines to and from the tracts of land adjoining said easement and Sims Harris Road. Said 50 foot easement area is described in Exhibit "A" attached hereto and made a part hereof.

The source of Grantor's interest is found in Deed recorded in Book 6310, Page 754, in the Register's Office of Hamilton County, Tennessee.

This easement shall constitute a covenant running with the land with the maintenance and expense thereof shall be mutually and equally shared by and between the owners of the parcels described above.

WITNESS our hands to be effective as of the 12<sup>th</sup> day of December, 2002.

Carroll C. Martin

Shirley A. Martin

Instrument: 2002121900185  
 Book and Page: 61 6484 836  
 Conveyance Fee \$ 19  
 Data Processing Fee \$2.00  
 Disc Recording Fee \$1.00  
 Probate Fee \$1.00  
 Total Fees \$23.19  
 Date: 13-DEC-2002  
 Time: 11:28:38 A  
 Contact: Pam Hurst, Register  
 Hamilton County Tennessee

12/18  
 94030  
 94082  
 94076  
 45108

C/S  
 94115  
 94115  
 94108

Prepared by:  
 WILLIAM EASTY HEND  
 ATTORNEY AT LAW  
 111 Centre Street  
 CHATTANOOGA TN 37402

Gm

Book and Page: GI 6464 837

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 12<sup>th</sup> day of December  
2002, before me personally appeared Carroll C. Martin and  
Shirley A. Martin to me known (or proved to me on the basis of  
satisfactory evidence) to be the persons who executed the  
foregoing instrument, in behalf of themselves, acknowledged that  
they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal.



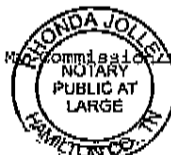
[Signature]  
Notary Public  
Expires: 2/22/06

STATE OF TENNESSEE  
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for  
this transfer or value of the property transferred, whichever is  
greater, is \$ 50.00, which amount is equal to or greater than  
the amount which the property transferred would command at a  
fair and voluntary sale.

[Signature] Agent  
AFFIRMED

Subscribed and sworn to before me on this the 12<sup>th</sup> day  
of December, 2002.



[Signature]  
Notary Public  
Expires: 2/22/06

Book and Page: GI 6484 838

PFA 100135

Exhibit "A" to Private Joint  
Driveway and Utility Easement AgreementLocated in the Second Civil District of Hamilton County,  
Tennessee:

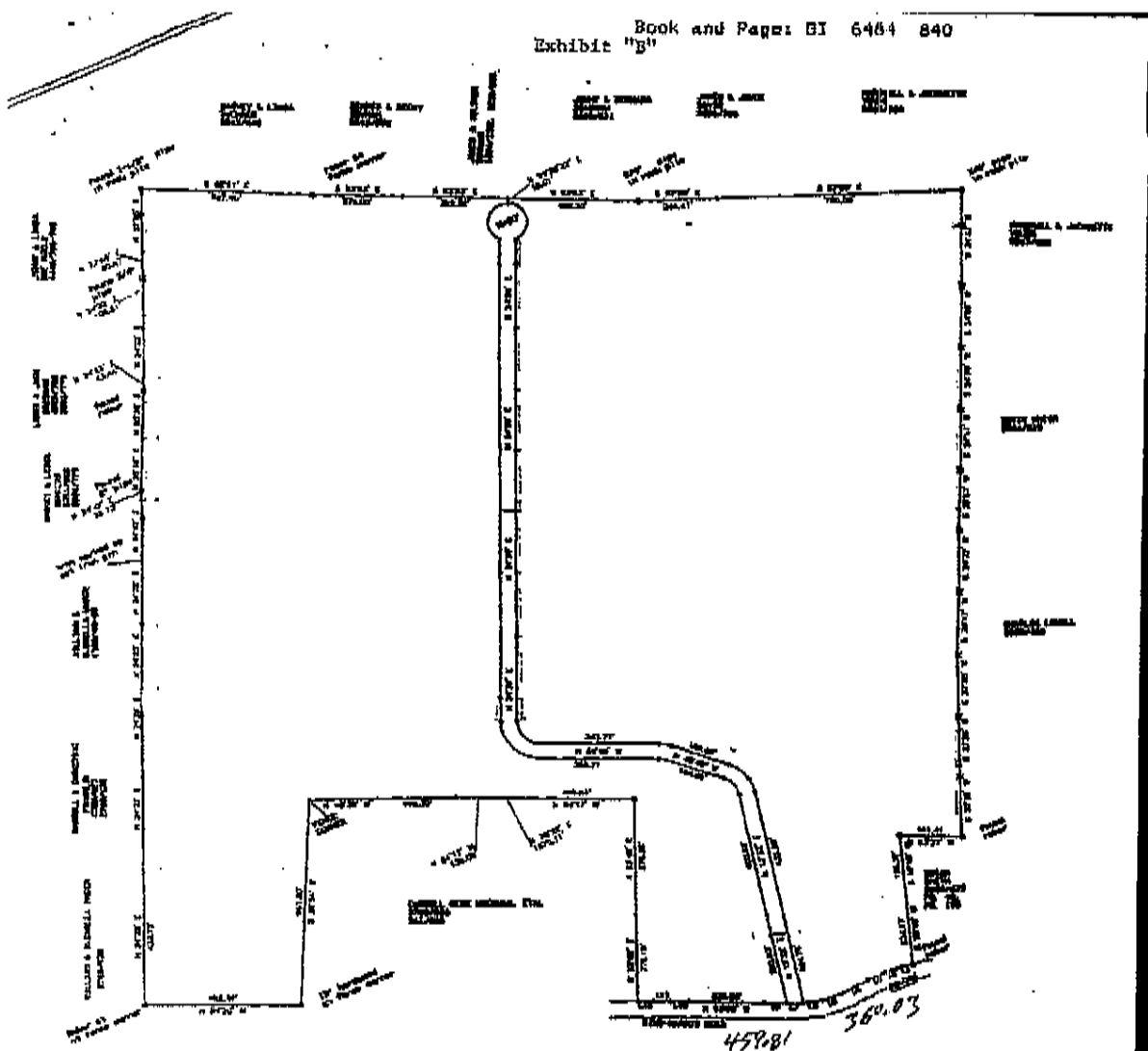
To find the True Point of Beginning, begin in the southwestern corner of Lot 1, Brian Smith property as shown on plat of record in Plat Book 42, Page 195, in the Register's Office of Hamilton County, Tennessee, same being in the northern right of way of Sims-Harris Road; thence proceed westwardly along the northern right of way line of Sims-Harris Road as follows: North 79 degrees 44 minutes West, 50.92 feet; North 84 degrees 33 minutes West, 46.05 feet; South 88 degrees 20 minutes West, 50.83 feet; South 87 degrees 13 minutes West, 94.10 feet; North 84 degrees 52 minutes West, 59.98 feet; and North 72 degrees 32 minutes West, 58.15 feet to the True Point of Beginning; thence leaving the northern right of way of Sims-Harris Road and along the eastern line of the 50 foot Private Joint Driveway and Utility Easement North 12 degrees 32 minutes East, a distance of 707.01 feet to a point; thence along a curve to the left an arc distance of 46.23 feet to a point, said curve having a radius of 125.0 feet, a chord bearing of North 01 degree 56 minutes East, and a chord length of 45.97 feet; thence along a curve to the left an arc distance of 80.91 feet to a point, said curve having a radius of 125.0 feet, a chord bearing of North 27 degrees 12 minutes West, and a chord length of 79.51 feet; thence North 45 degrees 45 minutes West, a distance of 186.65 feet to a point; thence along a curve to the left an arc distance of 41.29 feet to a point, said curve having a radius of 125.0 feet, a chord bearing of North 55 degrees 12 minutes West, and a chord length of 41.10 feet; thence North 64 degrees 40 minutes West, a distance of 363.71 feet to a point; thence along a curve to the right an arc distance of 116.51 feet to a point, said curve having a radius of 75.0 feet, a chord bearing of North 20 degrees 10 minutes West, and a chord length of 105.14 feet; thence North 24 degrees 20 minutes East, a distance of 1,557.69 feet to a point in the beginning of a cul-de-sac; thence around said cul-de-sac to its terminus a total arc distance of 325.42 feet to a point, said cul-de-sac having a radius of 60.0 feet; thence along the western line of said 50 foot Private Joint Driveway and Utility Easement South 24 degrees 20 minutes West, a distance of 1,557.70 feet to a point; thence along a curve to the left an arc distance of 115.91, said curve having a radius of 125.0 feet, a chord bearing of South 02 degrees 14 minutes East, and a chord length of 111.80 feet; thence along a curve to the left an arc distance of 78.27 feet to a point, said curve having a radius of 125.0 feet, a chord bearing of South 46 degrees 44 minutes East, and a chord distance of 77.0 feet; thence South 64 degrees 40 minutes East, a distance of 363.71 feet a point; thence along a curve to the right an arc distance of 24.77 feet to a point, said

Book and Page: GI 6484 839

curve having a radius of 75.0 feet, a chord bearing of South 55 degrees 12 minutes East, and a chord distance of 24.66 feet; thence South 45 degrees 45 minutes East, a distance of 186.65 feet to a point; thence along a curve to the right an arc distance of 76.28 feet to a point, said curve having a radius of 75.0 feet, a chord bearing of South 16 degrees 36 minutes East, and a chord distance of 73.04 feet; thence South 12 degrees 32 minutes West, a distance of 696.74 feet to a point in the northern right of way line of Sims-Harris Road; thence along said northern right of way line of Sims-Harris Road South 65 degrees 52 minutes East, a distance of 51.04 feet to the True Point of Beginning. All as shown on survey by McKenzie Surveying Company dated September 28, 2002, Project No. C082802.

The Source of Grantor's interest is found in Deed recorded in Book 6310, Page 754, in the Register's Office of Hamilton County, Tennessee.

Book and Page: BI 6484 840  
Exhibit "B"



12. The Permanent access easement is to be privately maintained by the owners and not by the government of Hamilton county.
13. The owners are responsible for providing for all desired utilities and services to the public road. The government of Hamilton county is not responsible for providing services beyond the limits of the public road.
14. The Government of Hamilton County will not accept any private access easements or private road shown on this plat, unless it is built to Hamilton County standards for a public road, and the required land is dedicated to the county by the owner.
15. There is a 15 foot easement as shown on plat along outer portions of specified lots.

Return to  
PIONEER TITLE AGENCY, INC.  
513 Georgia Avenue  
Chattanooga, TN 37403

Instrument: 2004021800094  
Book and Page: 01 7085 66  
Conveyance Tax \$ .19  
Data Processing F \$5.00  
Disc Recording Fe \$15.00  
Probate Fee \$1.00  
Total Fees: \$18.19  
User: FREUDENBERG  
Date: 18-FEB-2004  
Time: 10:58:48 A  
Contract: Sam Hunt, Register  
Hamilton County Tennessee

PERSON OR PERSONS TO WHOM	DATE TAKEN	REGISTER NUMBER
Carroll C. Martin	SAME	684-019
8811 Hidden Branches Road		
Hamilton County, TN 37341		

PTA 103680

**PRIVATE JOINT DRIVEWAY AND UTILITY EASEMENT AGREEMENT**

WHEREAS, Carroll C. Martin and wife, Shirley A. Martin are the owners of those tracts of land described in Deed of record in Book 6512, Page 57, in the Register's Office of Hamilton County, Tennessee, and as shown on survey by McKenzie Surveying Company dated January 22, 2003, Project No. A012203, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, it is the desire of Carroll C. Martin and Shirley A. Martin to create and impose a 50 foot private joint driveway and utility easement over, across, under and through the above described property as shown on said survey for the benefit of the owners of the tracts of land adjoining said 50 foot private joint driveway and utility easement; and

NOW, THEREFORE IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid, the receipt of all of which is hereby acknowledged, we, CARROLL C. MARTIN and wife, SHIRLEY A. MARTIN, do hereby impose and create upon the property described in Deed of record in Book 6512, Page 57, in the Register's Office of Hamilton County, Tennessee, a 50 foot perpetual, non-exclusive private joint driveway and utility easement for the purpose of vehicular and pedestrian ingress and egress and the installation, use and maintenance of utility service lines to and from the tracts of land adjoining said easement and Sims Harris Road. Said 50 foot easement area is described and shown on Exhibit "A" attached hereto and made a part hereof.

The source of Grantor's interest is found in Deed recorded in Book 6512, Page 57, in the Register's Office of Hamilton County, Tennessee.

This easement shall constitute a covenant running with the land with the maintenance and expense thereof shall be mutually and equally shared by and between the owners of the parcels described above.

WITNESS our hands to be effective as of the 13th day of ~~January~~ February, 2004.

*Carroll C. Martin*  
Carroll C. Martin

*Shirley A. Martin*  
Shirley A. Martin

103680  
103680  
103680

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 11/11/03 BY SP-1/BJM

6



STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 11th day of February, 2004, before me personally appeared Carroll C. Martin and Shirley A. Martin to me known (or proved to me on the basis of satisfactory evidence) to be the persons who executed the foregoing instrument in behalf of themselves, acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal.

Rhonda Jolley  
Notary Public

My Commission Expires: 02/22/06



STATE OF TENNESSEE  
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 80.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Shirley A. Martin  
Affiant

Subscribed and sworn to before me on this the 11th day of February, 2004.

Rhonda Jolley  
Notary Public

My Commission Expires: 02/22/06



