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 GUARANTY TITLE AGENCY, INC.

724 CHERRY ST., CHATTANOOGA, TENNESSEE 37402 (423) 756-0911

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DISCLAIMER

06/08/2009

7915 WILDERNESS WAY

RE: Restrictive Covenants BARRETT'S POINTE

Attached are Restrictive Covenants of record in Book 7032, page 571, in the Register's Office of Hamilton County, Tennessee which are referenced in the last Deed conveying the property which Deed is recorded in Book 7165, page 944, in the Register's Office of Hamilton County, Tennessee. The subject property may be subject to different and/or additional Restrictive Covenants and Amendments as may be shown by a full and complete search of the property which has not been conducted nor a charge made for the same by Milligan-Reynolds Guaranty Title Agency, Inc. This information is for the use of the Realtor shown above only and may not be relied upon by any party. Milligan-Reynolds Guaranty Title Agency, Inc. will have no liability for providing this information.

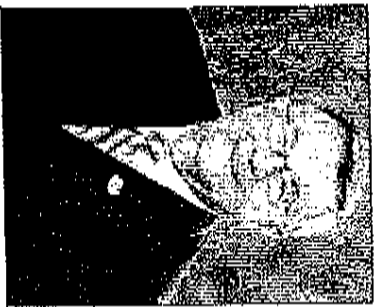
ISSUING AGENT OF
 CHICAGO TITLE INSURANCE COMPANY



Hamilton County
Assessor of Property
 Online Property Inquiry

Bill Bennett - Assessor of Property
 6135 Heritage Park Drive
 Chattanooga, TN 37416
 Phone: (423) 209-7300 Fax: (423) 209-7301
 Hours: Mon - Fri 8:00am-4:00pm except designated holidays

Hamilton County Tennessee
a great place to work and live



Welcome!

- * Assessor Home
- * Assessor of Property Download
- * County Trustee: Current Tax Rates and Collection
- * Register of Deeds: Property, Deed & Lien
- Email Assessor of Property

Other Links

County Officials & Departments
 Hamilton County Trustee
 Hamilton County Register Of Deeds

<http://assessor.hamiltontn.gov/PropertyInquiry/InquiryHome/PropertySearch.aspx>

Search - Name Search - Address Search - Map/Group/Parcel
 Property Information
 Back

Owner Name: ALLEN RICHARD D & SARAH J

Property Image [Satellite Image](#)

Property Address: 7915 WILDERNESS WAY

Map: 150A Group: D Parcel: 003

District: 2-COUNTY Property Type: 22-RESIDENTIAL Land Use Code: 111-ONE FAMILY HOUSEHOLD UNIT

Lot Size: 100.15X245.54IR

Deed Acres: 0.0000

Subdivision:

Legal Description:

*PU NEW RSE,FULL VALUE FOR 2005
 LT 3 BARRETT'S POINTE
 PB74 PG3
 WAS 1SD-001.10

Mailing Address:
 7915 WILDERNESS WAY
 OOLTEWAH, TN 37363

Sales Information

DATE	CONSIDERATION	BOOK	PAGE
05/03/2004	\$164,000.00	7165	0944
09/26/2003		6988	0200

Assessor Inquiry

Residential Building List

1 results.

STRUCTURE	BASE AREA	ADJUSTED AREA	YEAR BUILT
RS	1260	1896	2004

Commercial Building List

0 results.

Miscellaneous Improvements List

0 results.

Send any suggestions about this site to County Webmaster
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Instrument: 2004061400372
 Book and Page: 61 7165 944
 Conveyance Tax \$806.80
 Deed Recording Fee \$10.00
 Data Processing Fee \$2.00
 Probate Fee \$1.00
 Total Fees: \$619.80
 User: EGORDON
 Date: 14-JUN-2004
 Time: 02:38:15 P
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

File No. 043883 cb

Grantee's Address Mail Tax Bills To Tax Map/Parcel No.

Richard D. Allen and wife, out of 150-001

Sarah J. Allen

*37363 Wilderness Way
 Ooltowah, TN*

37363 WARRANTY DEED

IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid the receipt of all of which is hereby acknowledged; We, JAMES BARRETT and wife, STACEY BARRETT, do hereby sell transfer and convey unto RICHARD D. ALLEN and wife, SARAH J. ALLEN, the following described real estate located in the Second Civil District of Hamilton County, Tennessee:

Lot Three (3), Barrett's Pointe Subdivision, as shown by plat of record in Plat Book 74, Page 3, in the Register's Office of Hamilton County, Tennessee.
 SUBJECT TO AND TOGETHER WITH Declaration of Roadway Easement of record in Book 7165, Page 941, in said Register's Office, known as Wilderness Way.

The legal description in this deed is taken from the last deed of record.

Reference for prior title is made to deed of record in Book 6888, Page 200, in the Register's Office of Hamilton County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Any governmental zoning and subdivision ordinances or regulations in effect thereon.

Restrictions as set out in instrument recorded in Book 7032, page 571, said Register's Office.

Subsurface sewage disposal system as shown by dotted lines, or as specified on said plat.

Ten (10) foot Drainage Easement as shown by dotted lines, or as specified on said plat.

Fifteen (15) foot Power and Communication Easement as shown by dotted lines, or as specified on said plat.

Minimum Twenty-five (25) foot fieldline setback from all drainage easements as shown by dotted lines, or as specified on said plat.

Subject to stipulation on plat, "No pools without prior written approval of Health Department and no whirlpool tubs over 40 gallons."

Subject to rights of others in and to the use of the Roadway Declaration Easement in Book 7165, Page 941, known as Wilderness Way, in said Register's Office.

Taxes for the year of 2004 are to be prorated between the Grantor and the Grantee of even date herewith.

File: Prefetted

Prepared by:
 Grant, Konvalinka & Harrison
 Suite 900-Republic Centre
 633 Chestnut Street
 Chattanooga, TN 37450

Book and Page: GI 7165 945

TO HAVE AND TO HOLD the same unto the said RICHARD D. ALLEN and wife, SARAH J. ALLEN, their heirs and assigns, forever in fee simple.

We covenant that we are lawfully seized and possessed of said real estate; have full power and lawful authority to sell and convey the same; that the title thereto is clear, free, and unencumbered except as hereinabove mentioned and we will forever warrant and defend the same against all lawful claims.

WITNESS our hands on this the 3RD day of June, 2004.

[Signature]
JAMES BARRETT
[Signature]
STACEY BARRETT

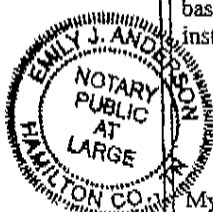
STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 3RD day of June, 2004, before me personally appeared, JAMES BARRETT and wife, STACEY BARRETT, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: 3-28-05



STATE OF TENNESSEE
COUNTY OF HAMILTON

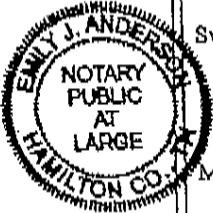
I (or we) hereby offering this instrument for recording within the meaning of the Statutes of the State of Tennessee, under TCA Code Section 67-4-409, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$164,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

[Signature]
Affiant

Sworn to and subscribed before me this 3RD day of June, 2004.

[Signature]
Notary Public

My Commission Expires: 3-28-05



Instrument: 2004022600080
 Book and Page: GI 7038 571
 Data Processing F \$2.00
 Misc Recording Fa \$20.00
 Total Fees: \$22.00
 User: STAYLOR
 Date: 26-FEB-2004
 Time: 08:46:21 A
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

File No. 1620-04

RESTRICTIVE COVENANTS FOR BARRETT'S POINTE SUBDIVISION

WHEREAS, the undersigned, JAMES M. BARRETT (Hereinafter referred to as "DEVELOPER"), is the owner of Lots 1-5, 8, 9 & 11, Barrett's Pointe Subdivision, as shown on the final plat for Lots 1-5, 8, 9 & 11, Barrett's Pointe Subdivision ("Subdivision") by plat of record in Plat Book 74, Page 3, and Lots 7 & 10, Barrett's Pointe Subdivision, as shown on the final plat for Lots 7 & 10, Barrett's Pointe Subdivision ("Subdivision") by plat of record in Plat Book 74, Page 33, in the Register's Office of Hamilton County, Tennessee, and

WHEREAS, it is the plan of DEVELOPER to restrict said Lots of the Subdivision, as well as all lots subsequently platted in the Subdivision, to residential purposes:

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owner, as well as the future owners of said Lots, inclusive, of the Subdivision, this declaration and agreement is made:

Each and every conveyance of any one of the Subdivision lots shall be subject to conditions, reservations, covenants and agreements which shall run with the land, as follows:

(a) All of the Subdivision lots shall be, and shall be known and described as, single family residential lots, for use by the owner and his or her family, and not for rental. Except as provided in this document, no structure shall be erected, altered, placed or permitted to remain on any of the Subdivision lots other than one (1) single family dwelling and attached garage. Detached garages or other residential outbuildings may be allowed by DEVELOPER provided that the structure is constructed in a manner similar to the main house and the house is designed to have a detached garage. Before any detached garage is constructed, the plans for the house and the garage must be submitted to DEVELOPER for approval, which shall be given or denied in writing. The decision to approve or deny permission for a detached garage shall be in the sole discretion of DEVELOPER based upon whether the structure and its location will be consistent with the architectural standards of the Subdivision.

(b) No lot shall be used as a street or easement for access to any adjacent property without submitting for approval in writing to DEVELOPER, and procuring its written approval. DEVELOPER shall not have any obligation to permit such street or easement. The decision to do so, or not to do so, shall be in the sole discretion of DEVELOPER.

(c) No residence shall be designed, patterned, constructed, or maintained to serve for the use of more than one family. No residence shall be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose. In addition, no lot shall be used for business purposes, or for the use or storage of trucks or other equipment.

(d) No residence shall be located on any one of the Subdivision lots nearer than twenty-five (25) feet to the front line or any side street line; nor nearer than ten (10) feet to any side lot line; nor set off of the rear boundary line less than twenty-five (25) feet, or where a variance is required to meet existing government regulation. This requirement may be waived by DEVELOPER if it, in its sole discretion, determines that any such waiver shall be in the best interests of the Subdivision.

(e) 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. In particular, boats, tractor trucks, motor homes, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any lot within the Subdivision. Nor shall the owner of any lot park a boat, tractor truck, motor home, inoperative or abandoned automobiles,

Prepared by:
 Grant, Konvalinka & Harrison
 Suite 900-Republic Centre
 633 Chestnut Street
 Chattanooga, TN 37450

File: Preferred

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 505

Book and Page: GI 7032 572

and/or camping trailers in the street, driveways, or elsewhere on the lots therein, or carry on any major repairs to any automobiles, boat or other vehicle in a driveway or street in the Subdivision.

(f) No part of any lot shall be used for residential purposes until after a completed dwelling house, conforming fully to the provisions of this instrument, shall have been erected thereon. The intent of this paragraph is to prevent the use of a garage, incomplete structure, trailer, tent, outbuilding, or other structure as temporary living quarters before or pending the completion of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction and with the express written permission of DEVELOPER. DEVELOPER or its designate shall be permitted to have a temporary construction trailer in the Subdivision to carry on construction and sales business it may have in the Subdivision.

(g) Any structure being erected on a lot shall be completed within twelve (12) months from the date of closing on the purchase of the lot, unless otherwise stated specifically in the Sales Agreement or otherwise waived at that time by DEVELOPER.

(h) No house shall be erected or permitted to remain in the Subdivision unless it has the number of square feet of enclosed, heated living area, exclusive of open or screened porches, garages or basements, set forth in this paragraph:

- (1) As to single level houses, without a basement, a minimum of 1000 square feet; for houses with two levels above the basement level, a minimum of 800 square feet must be on the first floor, and the total house shall have a minimum of 1000 square feet.

(i) All houses and other structures shall have an acceptable frontal appearance from the main street fronting said lots, as set forth in this document. All houses shall have an approved hard-surface access to the mailbox at the front street, and/or a driveway of concrete, pea gravel, brick pavers or patterned (*stamped*) concrete. All houses shall have a mailbox of Postal Service approved size and material, mounted in a masonry housing of a design approved by DEVELOPER, who has sole discretion.

(j) It shall be permissible for DEVELOPER to rearrange boundary lines of lots, if so desired, and combine lots or parts of lots into one building plot, but not to the extent of increasing the number of lots once the final subdivision plat has been recorded.

(k) All dwellings shall be constructed in their entirety of Wood Logs, of various sizes and profiles approved by DEVELOPER before commencement of construction. Wood Log veneer over timber of standard frame construction may also be permitted, subject to DEVELOPER'S approval. No asbestos, asphalt, cement, vinyl, hardboard or other composite sidings will be allowed. All visible exposed concrete blocks must be veneered with brick, stone, synthetic stucco, or masonry stucco. All roofs will be covered with corrugated or standing seam metal roofing, of a minimum of 29 gauge and warranty of twenty-five (25) years. Guttering, with downspouts and splash blocks, is required on all eave sides of the roof(s). The final decision to approve or deny materials shall be in the sole discretion of DEVELOPER.

(l) Before any construction of any dwelling house and all other structures is commenced or carried on plans and specifications for the structures shall be submitted for approval to DEVELOPER and written approval thereof procured. It is the intent of DEVELOPER to maintain a traditional design with consistent front façade, roof pitch, and exterior design. The decision to approve or deny approval for house plans shall be within the sole discretion of DEVELOPER, its successors or assigns. DEVELOPER, or its successors or assigns, shall have the right to grant exceptions to any of these

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Restrictions if, in its sole discretion, allowing the exception would in no way detract from the quality, appearance and architectural style intended for the structures that shall be built in the subdivision. It is further provided that in the event of the completion of any structure on any lot without any proceedings having been instituted in the Courts of Hamilton County, Tennessee to enjoin the construction thereof, such structure shall be conclusively presumed to have had such approval.

(n) No sheep, goats, swine, horses, cattle, burros, fowl or any like animals shall be permitted to be kept or to remain on any of the lots in the Subdivision, or to roam at large on any of the streets of ways in or bordering the same. All approved pets must be restricted to the premises and property of the owner, or they may be removed by Animal Control personnel for the protection of other residents and their property. There shall be no commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

(n) Regardless of whether it is expressly stated in any deed conveying any one or more of the Subdivision lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

(o) All of the Subdivision lots must from the date of purchase be maintained by the owner in a neat and orderly manner (grass, where seeded, is to be cut, and trimmed, with shrubs, flowers and other plantings trimmed and pruned in a standard and attractive manner) The unimproved portion of each lot may be left in a "natural" state, but any landscaping in these areas must be maintained as above. In the event that an owner of a lot fails of his own volition to maintain his lot in a neat and orderly condition, DEVELOPER, or its duly appointed agent, may enter upon the lot without liability and proceed to put the lot into an orderly condition, billing the cost of such work to the owner.

(p) Outbuildings, and other quarters may be constructed provided their construction and appearance is architecturally and structurally similar to the front elevation of the main dwelling house and similar materials are used. Before any construction is commenced on any such structure, plans and specifications shall be submitted for approval to DEVELOPER and written approval obtained. No such structures, other than the main dwelling house, shall be included in complying with the minimum square footage requirements set forth above.

(q) No fence may be erected forward of the midpoint of the side line of the dwelling house. Fences must be at least six (6) feet and no more than eight (8) feet in height. Fences must be constructed of a material that is comparable and aesthetically compatible with the material used in the construction of the house. Fences of wood, ornamental iron and brick, brick or mountain stone shall be preferred. Any wooden fences must have the finished boards oriented toward the outside of the lot and away from the house, and the lateral structural boards oriented toward the house so as not to be visible from other lots. No chain link fences shall be permitted. Fences on corner lots may not be located any closer to any side street than the side of the dwelling house. The plans and location for all fences must be submitted to DEVELOPER for written approval prior to construction. No construction of a fence may commence without the prior written approval of DEVELOPER. DEVELOPER will specifically avoid fences on adjoining lots that are constructed in a manner that will leave any area between the sides of the fences. Such small passageways between fences on adjoining lots will be avoided.

(r) Any satellite dishes and above ground tanks (*propane*) must be preapproved by DEVELOPER before placing on said lot.

Block and Page: G1 7032 574

(s) DEVELOPER shall be allowed to waive any of the restrictions set forth herein, provided that any such waiver results in a change which is consistent with the architectural and environmental concerns set forth in this document, as interpreted and determined in the sole discretion of DEVELOPER. Any such waiver shall be in writing and the decision by to grant or deny any requested waiver shall be final.

If for any reason any one or more of the foregoing protective covenants and restrictions is construed by judgment or decree of any Court of record to be invalid, such judgment or decree shall not affect any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but are severable, any one would have been adopted even without the others.

It is expressly stipulated that the covenants and conditions set forth in this instrument apply solely to the herein listed lots, and are in no manner whatsoever intended to apply to any other lots, tracts, or parcels of land in the area or vicinity owned by DEVELOPER, James Barrett.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said lots of land and all titles to, and estates therein, shall be binding upon each and every owner and occupant of the same. Neither the undersigned nor any party or parties claiming under them shall or win convey, devise or demise any or either of said lots or any part of same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be thereon.

Providing, that in the event of violation of setback lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by DEVELOPER, its successors or assigns.

If the undersigned or any party or parties owning any of the lots shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for DEVELOPER, its successors or assigns, or any person or persons owning any lot or lots in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and either to prevent him or her or them from so doing, or to recover damages or other dues for such violations, including reasonable attorneys fees.



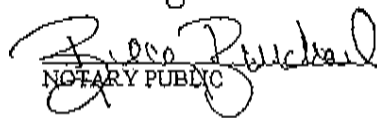
JAMES BARRETT, DEVELOPER

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me personally appeared, JAMES BARRETT, DEVLOPER, to me known (or proved to me on the basis of satisfactory evidence) to be the person in and who executed the foregoing instrument and acknowledge that he executed the same as his free act and deed.

WITNESS my hand and seal this 24th day of February, 2004.



Commission Expires: 02/07/04

NOTARY PUBLIC