

2004 501

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS  
HAMILTON RUN SUBDIVISION**

This declaration made by the undersigned, hereinafter referred to as "Developer":

Whereas, Developer owns in fee simple Hamilton Run Subdivision described on Exhibit A hereto and herein called the "development"; and

Whereas, Developer desires to impose on the lots in the development certain covenants, conditions, restrictions and rights;

Now, therefore, Developer hereby declares that the development and all lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights, which are for the purpose of creating uniformity, protecting the value and desirability of said lots, and which shall run with the land, and be binding on all parties now or hereafter having any right, title or interest in said lots or any part hereof, and shall inure to the benefit of each owner thereof.

1. **LAND USE AND BUILDING TYPE:** The lots shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, not to exceed two and one-half stories in height.

2. **ARCHITECTURAL CONTROL:** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by Developer or the Homeowners' Association to be created as provided herein as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

3. **FENCES:** No fence or wall shall be erected, place or altered on any lot in the subdivision unless, authorized in writing by Developer.

4. **DWELLING SIZE:** Any dwelling erected in the subdivision must contain a total square foot area of living space of not less than 1,000 square feet, which may include both the ground floor and the upper floor or floors thereof.

*Lib. Lemper, Ill.*

*C.R. #.6438*

BOOK JOURNAL 152

5. **EASEMENTS:** Easements to each individual lot for installation of utility lines, sanitary sewage disposal lines and drainage easements are or will be shown on the subdivision plat.

said easements or right of access shall not prevent the use of the lot for any permitted purpose except the location of buildings thereon. The easement areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No fence shall be constructed over or along any easement that would interfere with the use and maintenance thereof.

6. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other lot owners.

7. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professionally lettered sign of not more than five square feet advertising the property for sale or signs used by Developer or by a builder or a construction lender to advertise the property during the construction and sales period.

9. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and do not constitute a nuisance.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers are to be securely closed. The same shall not be put out sooner than the night prior to garbage service, and shall be retrieved by the lot owner on the same day.

11. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot for any purpose.

BOOK 3684 PAGE 583

12. **MUTUAL EASEMENTS:** Certain of the lots have townhouses already constructed thereon, or townhouses in process of construction, and Developer proposes to construct a townhouse on each of the remaining lots. In the construction and completion of each of said townhouses certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over or onto the air space of an adjoining lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the easements for each of said encroachments or overhangs, there is also granted and retained the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the event that any structure or townhouse is damaged or destroyed and then rebuilt, the easements hereby created shall continue to exist for repair or reconstruction.

13. **PAINT COLORS:** The original paint colors shall be continued until a change is approved in writing by Developer.

14. **REQUIREMENT TO REPAIR AND REBUILD:** In the event of the damage or destruction of any structure by fire, windstorm or other cause, it shall be the duty and obligation of the lot owner to restore the same to substantially the same condition that existed prior to such damage or destruction, without undue delay.

15. **TERM:** These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until August 1, 2116, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change or terminate said covenants in whole or in part. Any such agreement, to be effective, shall be recorded in the Register's Office of Hamilton County, Tennessee, prior to the initial expiration date of the restrictive covenants; or, thereafter, prior to the expiration date of any ten year period.

16. **MAINTENANCE OF GROUNDS:** All of the lots must from the date of purchase from Developer be maintained by the owner in a neat and orderly condition with the grass being cut when needed and leaves, broken limbs and other debris being removed. In the event that an owner of a lot fails to maintain his lot in a neat and orderly condition, Developer may enter upon such lot without liability, put the lot into an orderly condition and recover the cost of such work from the owner. Each lot owner shall pay an equal share of the cost of grounds maintenance under any service contract approved by the Homeowners' Association. Developer is exempt from this charge as to any unsold lot or townhouse.

BOOK 3004 PAGE 334

**17. MODIFICATION BY DEVELOPER:** The Developer shall have the right to modify the recorded plat except two or more lots or parts of lots may be combined as one in which event the set-back restrictions shall be construed as pertaining to the exterior lines of the combined lots or parts of lots. None of the lots shall be resubdivided by any other owner thereof for any reason as shown on the recorded plat except two or more lots or parts of lots may be combined as one in which event the set-back restrictions shall be construed as pertaining to the exterior lines of the combined lots or parts of lots.

**18. USE AND STORAGE OF VEHICLES:** No trailer, mobile home, junked or inoperable vehicles, tent, shack or other similar structure shall be placed or permitted to remain on any lot, nor shall any incomplete structure be used as a residence, temporarily or permanently. No travel home, boat or other recreational vehicle may be stored or parked on any lot or street in the subdivision except, if approved by Developer or the Architectural Committee in writing, such vehicles may be parked to the rear of the residence in such manner as will block the view of same from the streets and adjoining lots. No trailer trucks shall be parked or kept on any of the streets or on any lot.

**19. SATELLITE DISHES:** No satellite dishes or basketball goals will be allowed on any lot or townhouse.

**20. AMENDMENTS:** Until such time as the Homeowners' Association shall be created by Developer or the lot owners to succeed Developer, Developer shall have the unrestricted right to amend these restrictions in whole or in part. Thereafter, Amendments shall be made as provided in the declaration for the Homeowners' Association. Any such amendment shall be effective from the time it is filed for record in the Register's Office of Hamilton County, Tennessee.

**21. ENFORCEMENT:** Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorneys fees to be considered liquidated damages. Any owner in the subdivision shall have a right to maintain such action; providing, if any owner or owners shall bring such action and shall fail in their suit, they shall be liable to the party or parties sued for damages resulting therefrom including court costs and reasonable attorneys fees incurred.

**22. SEVERABILITY:** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

BOOK 3884 PAGE 585

23. HOMEOWNERS' ASSOCIATION: Within six (6) months after the conveyance by Developer of the last lot in the development, Developer shall cause to be created a Homeowner's Association to which all lot owner must belong. Any common area in the development which is not included in the lots may be conveyed from Developer to the Homeowner's Association. All rights reserved by Developer hereunder shall be automatically transferred to the Homeowner's Association.

24. TERMINATION OF PRIOR DECLARATION: This Declaration supercedes the Declaration recorded in Book 3813, Page 479, Register's Office, Hamilton County, Tennessee and said prior Declaration is hereby terminated.

Executed this the 23rd day of August, 1991.

Ken Millican  
Ken Millican

Raymond E. Stakely  
Raymond E. Stakely

Essie P. Millican  
Essie P. Millican

Beverly J. Stakely  
Beverly J. Stakely

As Attorney in Fact under Power of Attorney recorded in Book 3460, Page 394 Register's Office, Hamilton County, Tennessee  
STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Raymond E. Stakely, Beverly J. Stakely, Ken Millican, individually, and Ken Millican, Attorney in Fact the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd August, 1991.

Date of Expiration of Commission: 9/11/93

Robert L. Brown  
Notary Public

THIS INSTRUMENT BEING BY:  
Robert L. Brown, Attorney  
737 Market Street, Suite 400  
Chattanooga, TN 37402

91 AUG 28 PM 2 10  
BY: R. Brown  
DEPUTY  
REGISTR. # 493127

SARAH R. DEFRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE  
001665

MISC 08/28/91 20.00

4. DWELLING SIZE: Any dwelling erected in the subdivision must contain a total square foot area of living space of not less than 1,000 square feet, which may include both the ground floor and the upper floor or floors thereof.

3. FENCES: No fence or wall shall be erected, placed or altered on any lot in the subdivision unless, authorized in writing by Developer.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by Developer or the Homeowners' Association to be created as provided herein as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

1. LAND USE AND BUILDING TYPE: The lots shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, not to exceed two and one-half stories in height.

Now, therefore, Developer hereby declares that the development and all lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights, which are for the purpose of creating uniformity, protecting the value and desirability of said lots, and which shall run with the land, and be binding on all parties now or hereafter having any right, title or interest in said lots or any part hereof, and shall inure to the benefit of each owner thereof.

Whereas, Developer desires to impose on the lots in the development certain covenants, conditions, restrictions and rights;

Whereas, Developer owns in fee simple Hamilton Run subdivision described on Exhibit A hereto and herein called the "development"; and

This declaration made by the undersigned, hereinafter referred to as "Developer".

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS HAMILTON RUN SUBDIVISION

BOOK 3891 PAGE 40

BOOK 3884 PAGE 581

THIS INSTRUMENT IS BEING REFERRED TO ATTACH EXHIBIT A.

C.K. # 6038  
DATE: 8/1/88

J.B. Kasper, Sr.  
Kyk: Kasper with

11. WATER SUPPLY: No individual water supply system shall be permitted on any lot for any purpose.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers are to be securely closed. The same shall not be put out sooner than the night prior to garbage service, and shall be retrieved by the lot owner on the same day.

9. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and do not constitute a nuisance.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professionally lettered sign of not more than five square feet advertising the property for sale or signs used by developer or by a builder or a construction lender to advertise the property during the construction and sales period.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other lot owners.

5. EASEMENTS: Easements to each individual lot for installation of utility lines, sanitary sewage disposal lines and drainage easements are or will be shown on the subdivision plat, and are hereby reserved for the purposes shown. The creation of said easements or right of access shall not prevent the use of the area by the owner for any permitted purpose except location of buildings thereon. The easement areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. No fence shall be constructed over or along any easement that would interfere with the use and maintenance thereof.

BOOK 3884 PAGE 44

BOOK 3884 PAGE 582

16. MAINTENANCE OF GROUNDS: All of the lots must from the date of purchase from Developer be maintained by the owner in a neat and orderly condition with the grass being cut when needed and leaves, broken limbs and other debris being removed. In the event that an owner of a lot fails to maintain his lot in a neat and orderly condition, Developer may enter upon such lot without liability, but the lot into an orderly condition and recover the cost of such work from the owner. Each lot owner shall pay an equal share of the cost of grounds maintenance under any service contract approved by the Homeowners' Association. Developer is exempt from this charge as to any unsold lot or townhouse.

15. TERM: These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until August 1, 2116, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change or terminate said covenants in whole or in part. Any such agreement, to be effective, shall be recorded in the Register's Office of Hamilton County, Tennessee, prior to the initial expiration date of the restrictive covenants; or, thereafter, prior to the expiration date of any ten year period.

14. REQUIREMENT TO REPAIR AND REBUILD: In the event of the damage or destruction of any structure by fire, windstorm or other cause, it shall be the duty and obligation of the lot owner to restore the same to substantially the same condition that existed prior to such damage or destruction, without undue delay.

13. PAINT COLORS: The original paint colors shall be continued until a change is approved in writing by Developer.

12. RECIPROCAL EASEMENTS: Certain of the lots have townhouses already constructed thereon, or townhouses in process of construction, and Developer proposes to construct a townhouse on each of the remaining lots. In the construction and completion of each of said townhouses certain eaves, roof overhangs and brick veneer attached to the structural walls will There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the easements for each of said encroachments or overhangs, there is also granted and retained the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the event that any structure or townhouse is damaged or destroyed and then rebuilt, the easements hereby created shall continue to exist for repair or reconstruction.

BOOK 3891 PAGE 42

BOOK 3884 PAGE 583



22. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

21. ENFORCEMENT: Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorneys fees to be considered liquidated damages. Any owner in the subdivision shall have a right to maintain such action; providing, if any owner or owners shall bring such action and shall fail in their suit, they shall be liable to the party sued for damages resulting therefrom including court costs and reasonable attorneys fees incurred.

20. AMENDMENTS: Until such time as the Homeowners' Association shall be created by Developer or the lot owners to amend these restrictions in whole or in part. Thereafter, Homeowners' Association. Any such amendment shall be effective from the time it is filed for record in the Registrar's office of Hamilton County, Tennessee.

19. SATELLITE DISHES: No satellite dishes or basketball goals will be allowed on any lot or townhouse.

18. USE AND STORAGE OF VEHICLES: No trailer, mobile home, junked or inoperable vehicles, tent, shack or other similar structure shall be placed or permitted to remain on any lot, nor shall any incomplete structure be used as a residence, temporarily or permanently. No travel home, boat or other recreational vehicle may be stored or parked on any lot or street in the subdivision except, if approved by Developer or the Architectural Committee in writing, such vehicles may be parked to the rear of the residence in such manner as will block the view of same from the streets and adjoining lots. No trailer trucks shall be parked or kept on any of the streets or on any lot.

17. MODIFICATION BY DEVELOPER: The Developer shall have the unrestricted right to alter, change, divide, or subdivide any lot within the subdivision. None of the lots shall be resubdivided by any other owner thereof but shall remain as shown on the recorded plat except two or more lots or parts of lots may be combined as one in which event the set-back restrictions shall be construed as pertaining to the exterior lines of the combined lots or parts of lots.

BOOK 3891 PAGE 43

BOOK 3884 PAGE 384

031865

SARAH P. DEFRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

'91 AUG 28 PM 2 10

BY: K. Stakely  
DEPUTY

RECPT. # 493127

THIS INSTRUMENT PREPARED BY:  
Robert L. Brown, Attorney  
737 Market Street, Suite 400  
Chattanooga, TN 37402



Notary Public  
Robert L. Brown  
Date of Expiration of Commission: 9/11/93  
WITNESS my hand, at office, this 23rd day of August, 1991.

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Raymond E. Stakely and Beverly J. Stakely, individually, Ken Milligan, and Ken Milligan, Attorney in Fact, the within named bargainers, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

COUNTY OF HAMILTON  
STATE OF TENNESSEE  
Office Hamilton County, Tennessee  
Recorded in Book 3890, Page 394, Register's Office  
As Attorney in Fact under Power of Attorney  
Ken Milligan  
Essie P. Milligan  
Raymond E. Stakely  
Beverly J. Stakely  
Executed this the 23rd day of August, 1991.

24. TERMINATION OF PRIOR DECLARATION: This Declaration supercedes the Declaration recorded in Book 3813, Page 479, Register's Office, Hamilton County, Tennessee and said prior declaration is hereby terminated.

23. HOMEOWNERS' ASSOCIATION: Within six (6) months after the conveyance by Developer of the last lot in the development, Developer shall cause to be created a Homeowner's Association to which all lot owner must belong. Any common area in the development which is not included in the lots may be conveyed from Developer to the Homeowner's Association. All rights reserved by Developer hereunder shall be automatically transferred to the Homeowner's Association.

BOOK 3891 PAGE 44

BOOK 3894 PAGE 585

RECPT. # *1796232*

DEPUTY

BY: *[Signature]*

91 SEP 16 PM 2 10

SARAH P. DEFRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

034375

*[Signature]*

wp/exn.hamilton  
p1

All that tract or parcel of land lying and being in the City of Chattanooga, Hamilton County, Tennessee, being the south half of Tract No. 16 of Varnell Farms, as shown by plat recorded in Plat Book 12, Page 17, in the Register's Office, Hamilton County, Tennessee. According to said plat, said part of lot makes one tract of ground fronting 330.5 feet on the east line of Silverdale Road and extending back easterly, between parallel lines, to the west line of lot 15 in said subdivision; its north line being 678.45 feet in length and its south line 677 feet, more or less, in length. Being the same property conveyed by deed recorded in Book 3685, Page 463, said Register's Office.

EXHIBIT A

BOOK 3891 PAGE 45

BOOK 4193 PAGE 488

THIS INSTRUMENT PREPARED BY:  
Robert L. Brown, Attorney  
737 Market Street, Suite 400  
Chattanooga, Tennessee 37402

*File Lawyers*

TABLE OF CONTENTS

FOR DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HAMILTON RUN SUBDIVISION

Article I - Definitions

- Section 1. Association
- Section 2. Owner
- Section 3. Property
- Section 4. Lot
- Section 5. Declarant

Article II - Membership and Voting Rights

- Section 1. Membership
- Section 2. Voting

Article III - Exterior Maintenance

- Section 1. Maintenance

Article IV - Party Walls

- Section 1. General Rules of Law to Apply
- Section 2. Sharing of Repair and Maintenance
- Section 3. Destruction by Fire or Other Casualty
- Section 4. Weatherproofing
- Section 5. Right to Contribution Runs With Land

Article V - Covenant For Maintenance Assessments

- Section 1. Creation of the Lien and Personal Obligation of Assessments
- Section 2. Purpose of Assessments
- Section 3. Special Assessments for Capital Improvements
- Section 4. Notice and Quorum
- Section 5. Uniform Rate of Assessment
- Section 6. Date of Commencement of Annual Assessments
- Section 7. Effect of Nonpayment of Assessments
- Section 8. Subordination of the Lien to Deeds of Trust

Article VI - Architectural Control

- Section 1. Approval By Board

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BOOK 4193 PAGE 489

Article VII - General Provisions

Section 1. Enforcement

Section 2. Severability

Section 3. Amendment

Article VIII - Use and Occupancy Restrictions

Section 1. General

Section 2. Rules

Section 3. Animals

Section 4. Trash

Section 5. Drives and Parking

Section 6. Landscaping

Article IX - Adoption of By-Laws

BOOK 4193 PAGE 490

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property in Chattanooga, County of Hamilton, State of Tennessee, which is more particularly described in Exhibit A attached hereto (herein called the "Property");

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following provisions which are for the purpose of protecting the value and desirability of the Property and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Hamilton Run Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the Property and such additions thereto as may hereafter be brought within the jurisdiction of the Association by Amendment to this Declaration.

Section 4. "Lot" shall mean and refer to any part of the Property shown on plat recorded in Plat Book 48, Page 216, Register's Office, Hamilton County, Tennessee, as affected by plats recorded in Plat Book 45, Page 281, Plat Book 48, Page 70, Plat Book 48, Page 246, Plat Book 48, Page 309, Plat Book 48, Page 352, Plat Book 49, Page 33, Plat Book 49, Page 172, and on any other recorded subdivision plat of the Property.

Section 5. "Declarant" shall mean and refer to the undersigned and their successors and assigns.

**ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting. The Association shall have one class of voting membership. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(1)

Note: This Declaration supercedes, terminates and replaces the Declaration recorded in Book 3884, Page 581, Register's Office, Hamilton County, Tennessee, as refiled in Book 3891, Page 40, said Register's Office.

BOOK 4193 PAGE 491

**ARTICLE III  
EXTERIOR MAINTENANCE**

Section 1. Maintenance. The Association shall provide exterior maintenance of the grass and shrubbery on each Lot. This includes front, sides, and back of the Lots, excluding the areas inside the enclosed patios.

**ARTICLE IV  
PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. In the event of the damage or destruction of any structure by fire, windstorm or other causes, it shall be the duty and obligation of the lot owner to restore the same to substantially the same condition that existed prior to such damage or destruction, without undue delay. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof equally without prejudice, however, to the right of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or wilful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**ARTICLE V  
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessment or charges, and (2) special assessments for capital improvements. All of such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by the successors.

(2)

BOOK 4193 PAGE 492

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide maintenance of the grass and shrubbery and for improvement and maintenance of such other portions of the Property as may be determined by the Association from time to time.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Property, provided that any such assessment shall have the approval of not less than two-thirds (2/3) of the votes of each member voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast not less than sixty percent (60%) of all the votes of the membership shall constitute a quorum. If a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 5. Uniform rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as determined by the Board of Directors. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot. Written notice of the annual assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall become a lien against the Lot of the delinquent owner and shall bear interest from the due date at the rate of twelve percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner that deeds of trust are foreclosed under Tennessee law from time to time. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 8. Subordination of the Lien to Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Deed of Trust foreclosure or any bona fide deed in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.



BOOK 4193 PAGE 493

**ARTICLE VI  
ARCHITECTURAL CONTROL**

Section 1. Approval By Board. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE VII  
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect the other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by the affirmative vote of the Owners of not less than eighty (80%) of the Lots. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of the Owners of the Lots and thereafter by an instrument signed by the Owners of not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded in the Register's Office, Hamilton County, Tennessee.

**ARTICLE VIII**

**USE AND OCCUPANCY RESTRICTIONS**

Section 1. General. Except as provided herein, each Owner at his own expense shall maintain his Lot and all buildings thereon in good condition and in good order and repair. No part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Lot shall be used for a single family residence and for no other purpose. Subject to applicable laws, regulations and ordinances, an occupant using a Lot as a residence may also use that Lot as an office provided that such Lot is not used for the conduct of an active business which involves business meetings or appointments in the Owner's residence or business deliveries thereto or shipments therefrom. Such limited office uses are expressly declared customarily incidental to the principal residential use and not in violation of these restrictions.

Section 2. Rules. Use of the Property by the Lot Owners shall be subject to the following restrictions and to the rules and regulations adopted or approved by the Board from time to time:

(4)

BOOK 4193 PAGE 494

(1) No sign of any kind shall be hung or displayed to the public view on any Lot without the prior written consent of the Board, except for a professionally lettered sign advertising the Lot for sale or lease. These permitted signs shall not exceed the size then commonly used by the Chattanooga Association of Realtors for residential properties.

(2) No Lot Owner shall display, hang, store, or use any clothing, sheets, blankets, laundry or other articles outside his residence, or in any place from which the same may be visible from the outside of his residence (other than draperies, curtains or shades of a customary nature and appearance) or paint or decorate or adorn the outside of his residence or install outside his residence any canopy or awning or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written consent of the Board. A Lot Owner may place and maintain outdoor furniture and decorative foliage of a customary nature and appearance inside the enclosed patio area.

(3) No unlawful noxious or offensive activity shall be permitted on any Lot nor shall anything be done therein or thereon which in the reasonable judgment of the Board either is or may be or become an annoyance, noise, disturbance or nuisance to the other Lot Owners.

(4) No structure of a temporary character, trailer, tent, shack, garage, barn, or other out-building shall be permitted on the Property at any time except with the prior written consent of the Board. Provided, however, that temporary structures may be erected for use in connection with construction on the Property as approved by the Board.

(5) Outdoor drying of clothes shall not be permitted.

(6) Without the prior written approval of the Board, no truck, boat, trailer, motorcycle, motorhome, camper, or any similar vehicle which is operable or inoperable shall be parked, stored, or left standing in front of any residence. These types of vehicles may be parked in the rear of the residence provided they fit in the Owner's designated parking area or garage.

(7) Except within residences and enclosed patio areas, no planting or gardening shall be done. No fences, hedges or walls shall be erected or maintained upon the Property except as approved by the Board in writing.

Section 3. Animals. No animals shall be raised or kept on any Lot for any commercial purpose. Household pets shall be kept in strict accordance with the Board's rules and regulations relating to household pets.

"Household pets" shall be what are commonly considered to be domestic household animals, including fish, dogs, cats, and birds. The term "household pet" shall not include exotic animals, farm animals, reptiles, rabbits, chickens or ducks, and other such animals, all of which shall be prohibited from the Property. Any animal which does not clearly fall within any of the foregoing descriptions of a "household pet" must be approved by the Board of Directors prior to being admitted to the Property. The following rules shall apply unless modified by the Board:

1. No more than one dog or cat may be kept and maintained on any Lot. Pets shall be limited to 20 pounds in weight and 15 inches in height. An agreement co-signed by the Owner and the Association must be on file with the Association before a dog or cat resides on a Lot.

(5)

BOOK 4193 PAGE 495

2. The agreement will terminate upon the death or removal of the pet described in the agreement and a new agreement must be signed to replace the deceased pet.
3. Dogs must be leashed when taken outdoors and accompanied by a responsible individual who will control and is capable of controlling it.
4. Owners are responsible for the prompt removal and disposal of pet waste from all areas (lawns, sidewalks, driveways, etc.)
5. Pets shall not be allowed to roam freely outside the residence or be left on an unenclosed patio or porch unattended.
6. No pet shall be permitted to engage in excessive or frequent barking, howling, whining or any noise which disturbs another resident's rest or peaceful enjoyment of the Property.
7. All dogs and cats are required to wear a county registration tag as well as a current tag evidencing inoculation against rabies.
8. All residents are responsible for making guests with pets aware of the rules and are responsible for their compliance with the rules.
9. Residents who violate the above pet rules and regulations shall receive a notice of such violation from the Association. If continued violations occur after receipt of such warning, a fee not to exceed \$25.00 per week based on the severity of the violation(s), will be added to the Lot Owner's monthly Association bill. If continued violations occur the Association may require that a pet be removed from the Property.
10. When an emergency situation exists which jeopardizes the condition, health, safety or welfare of the Property or the residents, any officer of the Association may take immediate corrective or restraining action necessary to remove or abate such situation. Within ten days after such action, the Lot Owner whose pet has caused such emergency situation may make written request to the Board of Directors that a special meeting of the Board of Directors be held, at which meeting such Owner may appeal the corrective or restraining action. Within seven (7) days after receipt of the Owner's request, the Board of Directors shall hold the special meeting at which it will approve or disapprove such action.

Section 4. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner in strict accordance with the rules and regulations adopted or approved by the Board from time to time. Trash and garbage cans shall be placed at the designated pick-up areas no earlier than 6:00 P.M. on the day prior to pick-up. Garbage cans shall not be kept in the pick up area after 8:00 P.M. on the pick up day.

Section 5. Drives and Parking. Each Owner is granted a non-exclusive easment to use the drive serving his Lot. The maintenance of each common drive shall be shared equally by the Lot owners served by that drive. Each Owner shall park in the rear in his garage and/or designated parking area. No Owner's vehicles shall be parked on the street overnight. Guest vehicles may park on the street for a reasonable time period but shall not block or park in driveways intended for use by Owners.

BOOK 4193 PAGE 496

Section 6. Landscaping. The uniformity of the landscape at Hamilton Run in concert with the architectural features provide the aesthetic image to Hamilton Run. Modification to the present uniform landscape scheme, including addition or removal of shrubbery, trees, or other landscape items shall be done only with the prior written consent of the Board.

## ARTICLE IX

Section 1. Adoption. The By-Laws attached hereto are adopted as the By-Laws of the Association, subject to amendment from time to time.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands under seal as of this 14th day of JUNE, 1993.

| <u>LOT NO.</u> | <u>LOT OWNER</u>  |   |
|----------------|---|---|
| 1              | <u>Sandy Helms</u><br>Sandy Helms   |   |
| 2              | <u>Kenneth R. Quenton (CO-EXECUTOR-ESTATE)</u><br><del>Nina B. Cox</del> (OF NINA B. COX) |   |
| 3              | <u>Helen J. Coleman</u><br>William R. Sparks, Jr.<br>Helen J. Coleman                     |   |
| 4              | <u>James Hampton</u><br>James Hampton   |   |
| 5              | <u>James S. Sippell</u><br>James S. Sippell   | <u>Roger H. Kirby</u>   |
| 6              | <u>Luanne M. McLaughlin</u><br>Luanne M. Ralston McLaughlin                               |   |
| 7              | <u>Donald Longmaire</u><br>Donald Longmaire   | <u>Nancy J. Longmaire</u><br>Nancy J. Longmaire                               |
| 8              | <u>Andrew P. Ellis</u><br>Andrew P. Ellis   | <u>Barbara M. Ellis</u><br>Barbara M. Ellis                                   |
| 9              | <u>Judy M. Tate</u><br>Judy M. Tate   |   |
| 10             | <u>Kenneth R. Millican</u><br>Kenneth R. Millican   | <u>Raymond E. Stakely</u><br>Raymond E. Stakely                               |
| 11             | <u>Anita T. Oaks</u><br>Kenneth R. Millican<br>Anita T. Oaks                              | <u>James Headrick, Jr. MD</u><br>Raymond E. Stakely<br>James Headrick, Jr. MD |
| 12             | <u>Jeanne F. Dupree</u><br>Kenneth R. Millican<br>Jeanne F. Dupree                        | <u>Raymond E. Stakely</u>   |
| 13             | <u>Jean Davis Pracht</u><br>Jean Davis Pracht   |   |
| 14             | <u>James D. Vandergriff</u><br>James D. Vandergriff                                       | <u>Gayle D. Vandergriff</u><br>Gayle D. Vandergriff                           |
| 15             | <u>Paul E. Knapp</u><br>Paul E. Knapp   |   |

- 16 Freida S. Hall BOOK 4193 PAGE 497  
Freida Hall
- 17 Juanita L. Barber  
Juanita L. Barber
- 18 Robert E. Martin  
Robert E. Martin
- 19 Brett W. Rousch  
Brett W. Rousch
- 20 Henry L. Fields Marion H. Fields  
Henry L. Fields Marion H. Fields
- 21 Marcia Sylvia F. Kubic  
Marcia Sylvia F. Kubic
- 22 Keith R. McLaughlin  
Keith R. McLaughlin
- 23 Patricia Ann Bass
- 24 Walter R. Wade Dorothy J. Wade  
Walter R. Wade Dorothy J. Wade
- 25 John F. Moody Barbara S. Moody  
John F. Moody Barbara S. Moody
- 26 Robert G. Hoppe Sherry L. Hoppe  
Robert G. Hoppe Sherry L. Hoppe
- 27 Judy P. Curtis  
Judy P. Curtis
- 28 Mary B. Dill  
Mary B. Dill
- 29 Nancy S. Cheney  
Nancy S. Cheney
- 30 Peggy Muse  
Peggy Muse
- 31 Charles Michael Clemons  
Charles Michael Clemons
- 32 Donald E. Gentry III
- 33 Tom R. Groce Kathryne Janné Groce  
Tom R. Groce Kathryne Janné Groce
- 34 Mamie Joe Henry  
Mamie Joe Henry

BOOK 4193 PAGE 498

26 Robert G. Hoppe  
Robert G. Hoppe

Sherry L. Hoppe  
Sherry L. Hoppe

BOOK 4193 PAGE 499

## BY-LAWS

OF

HAMILTON RUN ASSOCIATION

## ARTICLE I

NAME AND LOCATION. The name of the Association is Hamilton Run Association, hereinafter referred to as the "Association". The principal office of the Association shall be located in Chattanooga, Tennessee but meetings of members and directors may be held at such places within Hamilton County, Tennessee, as may be designated by the Board of Directors.

## ARTICLE II

## DEFINITIONS

Section 1. The definitions in the Declaration of Covenants, Conditions and Restrictions shall apply to these By-Laws.

## ARTICLE III

## MEETING OF MEMBERS

Section 1. ANNUAL MEETING. The first annual meeting of the members shall be held within sixty (60) days after the date hereof and each subsequent regular annual meeting of the members shall be held on the same day of the same month each year thereafter unless otherwise established by the Board of Directors. If the day for the annual meeting of the members is a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of 50% of the members.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purposes of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of this Lot.

BOOK 4193 PAGE 500

## ARTICLE IV

## BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect their successors.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties as approved by the Board.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as through taken at a meeting of the directors.

## ARTICLE V

## NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nomination Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

## MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a holiday, then that meeting shall be held at the same time on the next day which is not a holiday.

(2)



BOOK 4193 PAGE 501

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### ARTICLE VII

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Property and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infractions of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws.
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the members at the annual meeting of the members;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3)

BOOK 4193 PAGE 502

(3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless an officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(4)

BOOK 4193 PAGE 503

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX

## COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and shall appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

## BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI

## SEAL

The Association may, but shall not be required to, have a seal.

(5)

BOOK 4193 PAGE 504

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the day of the first annual meeting.

BOOK 4193 PAGE 505

EXHIBIT A

All those tracts or parcels of land lying and being in Hamilton County, Tennessee being more particularly described as follows:

Lots 1 through 34 in Hamilton Run Subdivision as shown on Final Plat recorded in Plat Book 48, Page 216, Register's Office, Hamilton County, Tennessee, as affected by plats recorded in Plat Book 45, Page 281, Plat Book 48, Page 70, Plat Book 48, Page 246, Plat Book 48, Page 309, Plat Book 48, Page 352, Plat Book 49, Page 33, Plat Book 49, Page 172, said Register's Office.

BOOK 4193 PAGE 506

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared SANDY HELMS with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Kenneth P. Nestor, Coexecutor of Estate of Nina Cox with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 15<sup>th</sup> day of July, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared HELEN T. COLEMAN with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 22<sup>nd</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared JEANNE HAMPTON with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 24<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

BOOK 4193 PAGE 507

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared JAMES SIBPRELL with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 11th day of ~~June~~ <sup>July</sup> 1993  
Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared LUANNE M. McLAUGHLIN with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 24<sup>th</sup> day of June, 1993.  
Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared DONALD LONGMIRE AND NANCY JO LONGMIRE with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 16<sup>th</sup> day of June 1993  
Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared AGNEW P. ELLIS AND WIFE, BARBARA M. ELLIS with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.  
Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

BOOK 4193 PAGE 508

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared JUDY TATE with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared KENNETH R. MILLICAN AND RAYMOND E. STARKELY with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 12th day of ~~June~~ <sup>July</sup>, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared ANITA T. OAKS AND JAMES L. HEADRICK, JR. M.D. with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 1st day of ~~June~~ <sup>July</sup>, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared JEANNE F. DUPREE with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 15<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997



RECORDER'S MEMO

legality of writing, typing or printing in this document unsatisfactory when received.

BOOK 4193 PAGE 509

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared JEAN DAVIS PRACHT with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

[Signature]
Notary Public
Date of Expiration of Commission:

DOROTHY J. WADE
NOTARY PUBLIC
HAMILTON COUNTY, TENNESSEE
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared JAMES D. VANGERGRUFF AND GAYLE D. VANGERGRUFF with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

[Signature]
Notary Public
Date of Expiration of Commission:

DOROTHY J. WADE
NOTARY PUBLIC
HAMILTON COUNTY, TENNESSEE
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared PAUL E. KNAFF with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 27<sup>th</sup> day of June, 1993.

[Signature]
Notary Public
Date of Expiration of Commission:

DOROTHY J. WADE
NOTARY PUBLIC
HAMILTON COUNTY, TENNESSEE
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared ERIEDA HALL with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 17<sup>th</sup> day of June, 1993.

[Signature]
Notary Public
Date of Expiration of Commission:

DOROTHY J. WADE
NOTARY PUBLIC
HAMILTON COUNTY, TENNESSEE
MY COMMISSION EXPIRES JAN. 25, 1997

**RECORDER'S MEMO**

Legality of writing, typing or printing in this document unsatisfactory when received.

BOOK **4193** PAGE **510**

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared JUANITA L. BARBER with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared ROBERT E. MARTIN with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared BRETT W. BOUSCH with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 17<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared HENRY L. FIELDS AND MARION H. FIELDS with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 17<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

**RECORDER'S MEMO**  
Legibility of writing, typing or printing in this document unsatisfactory when received.

BOOK 4193 PAGE 511

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared MARCELA SYLVIA F. KUBIC with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared KEITH R. MCLOUGHLIN with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared PATRICIA ANN BASS with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 24<sup>th</sup> day of June, 1993.

Dorothy J. Wade  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared WALTER R. WADE AND DOROTHY J. WADE with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 17<sup>th</sup> day of June, 1993.

Kay Bruce  
Notary Public  
Date of Expiration of Commission:

**KAY BRUCE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

BOOK 4193 PAGE 512

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared JOHN F. MOODY AND BARBARA S. MOODY with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission:

1993. DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared MARY E. CURTIS with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared MARY E. DILL with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 21<sup>st</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission:

1993. DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared NANCY S. CRANEY with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 15<sup>th</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997 ✓

BOOK 4193 PAGE 513

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared RECCY MOSE with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared CHARLES MICHAEL CLEMONS with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 29<sup>th</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared RONALD E. GENTRY, III with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that he executed this instrument.

WITNESS my hand this 16<sup>th</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission:

DOROTHY J. WADE  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that \_\_\_\_\_ executed this instrument.

WITNESS my hand this \_\_\_\_\_ day of June, 1993.

\_\_\_\_\_  
Notary Public  
Date of Expiration of Commission:

BOOK 4193 PAGE 514

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared TONY R. GROCE AND KATHRYNE JANNE GROCE with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 15<sup>th</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission: 08/06/93 MISC

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

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STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared MAMIE JOE HENRY with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that she executed this instrument.

WITNESS my hand this 20<sup>th</sup> day of June, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission:

**DOROTHY J. WADE**  
NOTARY PUBLIC  
HAMILTON COUNTY, TENNESSEE  
MY COMMISSION EXPIRES JAN. 25, 1997

STATE OF TENNESSEE

COUNTY OF ROANE

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared ROBERT G. HOPPE AND SHERRY L. HOPPE with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this 2nd day of July, 1993.

[Signature]  
Notary Public  
Date of Expiration of Commission: 2/10/94



STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted, or identified to my by satisfactory evidence, and who acknowledged that they executed this instrument.

WITNESS my hand this \_\_\_\_\_ day of June, 1993.

\_\_\_\_\_  
Notary Public  
Date of Expiration of Commission:

145716  
JARAN C. DEFRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

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BY: [Signature]  
DEPUTY  
PROPT. # 1028827

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