

BOOK 3000 PAGE 16

EXHIBIT "A"
RESTRICTIVE COVENANTS
MORNING GLORY FARMS

WHEREAS, Carroll C. Martin, is vested with an interest in all of the tracts in Morning Glory Farms as shown by plat of survey by Niles Surveying Co., Inc., of Chattanooga, Tennessee. Plat dated February, 1984, and desired to promote the development thereof a a residential area;

NOW THEREFORE, for the protection of the owners of tracts in said subdivision, he does hereby impose on all tracts in Morning Glory Acres, the following restrictive covenants, which shall run with the land, to-wit:

(1) That said tracts shall be devoted exclusively to residential use, and that no building shall be erected or maintained in the subdivision, other than single-family residences.

(2) That no part of any tract shall be used for residential purposes until first a completed dwelling house conforming fully to the provisions of this instrument shall have been erected thereon, the intent of this Paragraph "(2)" being to prevent the use, thereon, of a garage, incomplete structure, trailer, mobile home, tent, or other structure as living quarters before or after the erection of a permanent dwelling. A mobile home shall not under any circumstances be considered as a permanent dwelling, provided however, if a permanent dwelling is under construction, a mobile home may be placed on the premises so long as the same is not visible from the main frontage roads and only then, said mobile home can be present on the tract during construction or twelve (12) months, whichever time is less.

(3) That, within the period hereinafter stated, no dwelling of less interior ground floor area than twelve hundred (1,200) square feet shall be erected, said dimensions shall be exclusive of open porches and garages. This provision shall apply to the dwelling house property and not to such outbuildings as ordinarily appertain to dwelling houses. In case of a two-story dwelling, the ground floor shall have no less than one thousand (1,000) square feet of living area.

(4) That any dwelling or outbuilding on any part of the plot herein described shall be neatly painted or stained, unless of brick or stone; and exposed concrete blocks shall be stuccoed.

(5) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood or objectionable by reason of smoke, dust, odor or noise.

(6) That, for the purpose of property improvement, Carroll C. Martin, reserves the right to make deviations and/or revisions from these Restrictive Covenants in case of conditions which might develop in the subdivision, development stages which might require deviations and/or revisions to facilitate reasonable and full development and use of the land; and to grant minor variations from these Restrictive Covenants, where the same would not materially affect the purposes sought thereby.

*Mail: Carroll C. Martin
7930 Sims Rd
Harrison, TN 37341*

This Instrument Prepared By
McCOMBIN & LOHR
Attorneys At Law
308 Walnut Street
Chattanooga, TN 37403

BOOK 3000 PAGE 17

-2-

- (7) Carroll C. Martin, reserves for himself, his heirs and assigns, a permanent easement under, along and over the easement as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any tract that interferes with the natural drainage of surface water to the injury of other property.
- (8) No tract as shown on Survey, shall be Sub-divided into more than two tracts of not less than two acres each.
- (9) No modular or Manufactured homes shall be permitted unless approved by Carroll C. Martin, his heirs, or assigns prior to erection of such homes.
- (10) Garden Club Membership and Maintenance-Owners agree to Join the Morning Glory Garden Club, which is composed of all property owners in Morning Glory Farms Subdivision, and to contribute to its needs as required by majority vote of its members. The function of the Garden Club will be: (a) To maintain common use areas, such as roads, signs, etc. (b) To make recommendations, working with each property owner, regarding maintenance and/or modification of landscaping in front yard areas.
- (11) If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easement herein provided, any other owner may prosecute any proceeding at law or in equity against the owner or owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.
- (12) The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Carroll C. Martin, his heirs, devisees, executors, administrators or assigns; (b) the grantees in deeds conveying land in said subdivision their respective heirs, executors, administrators or assigns; or (c) any owner or subsequent owner of any land in said Subdivision. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreement herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or any breach prior or subsequent thereto.
- (13) Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of and be enforceable by Carroll C. Martin, or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns.
- (14) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- (15) If Court proceedings are necessary to enforce these restrictions, then the party initiating these proceedings, against any defaulting party in addition to recovery of any injunctive relief and/or damages, shall recover reasonable attorney's fees plus all costs of court.

BOOK 3000 PAGE 18

IN WITNESS WHEREOF, Carroll C. Martin, has caused this hand and seal to be affixed to this instrument, this the 21st day of June, 1984.

BY: Carroll C. Martin
CARROLL C. MARTIN

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 21st day of June, 1984, before me personally appeared CARROLL C. MARTIN to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Sherry Simone
Notary Public

My Commission Expires: My Commission Expires Aug 27, 1986

D 4 9 3 3

IDENTIFICATION
REFERENCE

JUN 21 1 20 PM '84

BRODIE P. BRIMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

06/21/84 HISC

9.00 **9.00

B

BOOK 3529 PAGE 915

Mart
PREPARED BY: CARROLL C. MARTIN
7230 Sims Road
Harrison, Tenn 37341

RESTRICTIVE COVENANTS
MORNING GLORY FARMS

WHEREAS, CARROLL C. MARTIN, is vested with an interest in all of the tracts in MORNING GLORY FARMS as shown by plat of survey by Niles Surveying Company, of Chattanooga, Tennessee. Using the property fronting on the following private roads, as recorded in Plat Book 43, Page 96. The property fronting on Kevin Lane, East of its intersection with Patricia Circle. That property fronting on Patricia Circle, Alvin Circle and Rodney Lane. For the protection of future owners, does hereby impose upon all tracts the following Restrictive Covenants, which shall run with the land, to-wit:

1. Residential and Ranchette tracts. All tracts in the development shall be used, known and described as residential tracts. No building or structure shall be erected, altered, placed or permitted to remain on any residential tract other than a single-family residential dwelling and, if any, its customary and usual accessory structures, and those structures that are customary and usual to a ranch or farm.
2. All residential structures shall have a permanent foundation--this includes modular, manufactured, and mobile homes.
3. Setback Requirements. The minimum set-back line shall be a distance of fifty (50) feet from the front property line.
4. Construction Material. No exposed concrete blocks--all such material must be veneered with brick or stone masonry, except that the rear of any structure may be stuccoed. All non-masonry structure shall be neatly painted or stained.
5. No tract shall be re-subdivided more than once. The developer reserves the right to re-subdivide any or all tracts with-out regard to the above sentence. No part of tracts may be used as access to any property outside of this development without written consent of the developer or assigns, and consent must be recorded in the Register's Office of Hamilton County, Tennessee.
6. Garage, weeds, Junk--no tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or junk. Tract owners shall be responsible for mowing and cleaning their yard areas in the summer months.
7. Offensive Activities--No noxious or offensive activity shall be conducted on any tract, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood or objectionable by reason of smoke, dust, odor, or noise.
8. Amendment. At any time the owners of the legal title to seventy percent (70%) of the tracts within the development (as shown by records of Hamilton County, Tennessee) may amend the covenants, conditions and restrictions set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Hamilton County, Tennessee, except that, prior to January 1, 1998 no such amendment shall be valid or effective without the joinder and consent of the developer.
9. Home owners Association and Maintenance--Owners agree to join the Home owners association, which shall be composed of all property owners in the development, and to contribute to its needs as required by majority vote of its members. The function of the Association is to maintain common use areas, such as roads and signs. No owner shall be required to contribute more than \$500.00 in any one year.

(2)

BK 3529 PAGE 917

10. The developer reserves for himself, his heirs and assigns, a permanent easement under, along and over the easement as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities. Nothing shall be done on any tract that interferes with the natural drainage of surface water to the injury of other property. Disk antenna equipment must be placed so as not to be visible from the immediate residential street. They must not alter the view from other tracts.
11. That for the purpose of property improvement, as long as he retains ownership in any tracts in the development, the developer or assigns reserves the right to grant waivers from these Restrictive Covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him would be conclusive proof that the waiver would not materially effect the purpose sought thereby, by the developer. Other owners of tracts in the development shall not be entitled to bring suit to enforce the compliance of the original restrictions, where a waiver has been given by the developer unless it is a violation of the restrictions as waived or modified. Nor is the owner entitled to damages from the developer for any waivers granted by him.
12. If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easement herein provided, any other owner may prosecute any proceeding at law or in equity against the owner or owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.
13. Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of and be enforceable by the developer, or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns.
14. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
15. If Court proceedings are necessary to enforce these restrictions, then the party initiating these proceedings, against any defaulting party in addition to recovery of any injunctive relief and or damages, shall recover reasonable attorney's fees plus all cost of court.

IN WITNESS WHEREOF, Carroll C. Martin, has caused this hand and seal to be affixed to this instrument, this the 9 day of Sept, 1988.

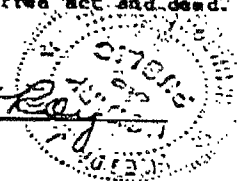
BY: Carroll C. Martin
Carroll C. Martin

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 9th day of September 1988. Before me personally appeared Carroll C. Martin to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

Juanita J. Ray
NOTARY PUBLIC



My Commission Expires: 10-9-90

E 4 3 6

IDENTIFICATION
REFERENCE

SEP 9 11 00 AM '88

GARLAND L. L. L. I. S. E.
HAMILTON COUNTY
STATE OF TENNESSEE

09/09/88

MISC

3.00

***6.00

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BOOK 3891 PAGE 511

WAIVER OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned, Carroll C. Martin, 7230 Sims Road, Harrison, Tennessee, and Morning Glory Farms Limited Partners, a Georgia Limited Partnership, whose address is 7230 Sims Road, Harrison, Tennessee, did cause to be recorded certain restrictive covenants in the Register's Office of Hamilton County, Tennessee, at Book 3000 at Page 16, on June 21, 1984, a copy of which is attached hereto; and

WHEREAS, said Carroll C. Martin and Morning Glory Farmers Limited Partnership, are the owners of some of the real property as described in a plat by Niles Surveying Co., Inc., Chattanooga, TN, dated February 1984, known as the Morning Glory Farms (hereafter called "Development").

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to each in hand paid by Advanced Cable Communications, Inc., the receipt and sufficiency whereof being hereby acknowledged, I, Carroll C. Martin, and Morning Glory Farms Limited Partnership, presently having ownership in some of the tracts of said Development, herewith grant a perpetual waiver from all those restrictive covenants as recorded in the Register's Office of Hamilton County, Tennessee on June 21, 1984, at Book 3000, Page 16, and as fully set out as Exhibit A hereto, with respect to the following described real property, to wit:

To find the point of beginning, begin at a point on the eastern right-of-way of Bryan Road at the northwestern corner of property conveyed to John J. Clemmons, Sr., and wife, Linda S. Clemmons by deed record in Book 3386, Page 961, Register's Office of Hamilton County, Tennessee, thence along said right-of-way in a northerly direction 1030.01 feet to the TRUE POINT OF BEGINNING; thence along said right-of-way in a northerly direction 618.16 feet to a point; thence along said right-of-way in a northeasterly direction 150.37 feet to a point; thence in southeasterly direction 64 feet, more or less, to a boundary of the Hamilton County Landfill; thence with said boundary in a southwesterly direction 560 feet, more or less, to a corner of the Hamilton County Landfill; thence along the southwestern boundary of said Landfill in a southeasterly direction 660 feet, more or less, to a point; thence in a southwesterly direction 213 feet, more or less, to a point;

CF# 3057
PREPARED BY:
WILLIAM T. ALT
SUITE 202, 620 LINDSAY STREET
CHATTANOOGA, TENNESSEE 37403

AUG-15-91 THU 8:42 WILLIAM T. ALT, ATTY P. 92

BOOK 3891 PAGE 512

thence North 58 degrees 34 minutes 58 seconds West 853.62 feet to the point of beginning; being shown as Tract 10 Morning Glory Farms, on survey drawing number V.F. 13-Martin-1, dated February 1984, by Carlos E. Niles, Registered Land Surveyor 676, of Chattanooga, Tennessee.

Being a part of that property conveyed by Deed recorded in Book 2884, Page 355, of the Register's Office, Hamilton County, Tennessee.

IN WITNESS WHEREOF, Carroll C. Martin and Morning Glory Farms Limited Partnership have caused their respective hands and seals to be affixed to this document this 21 day of August, 1991.

Carroll C. Martin
CARROLL C. MARTIN

STATE OF Tennessee COUNTY OF Hamilton

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Carroll Martin, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand, at office, this 21 day of August 1991.

Date of Expiration of Commission: My Commission Expires 2-2-94

034553

SARAH P. DEPRESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'91 SEP 17 PM 3 10
BY: [Signature]
REPT. # 4848

Karen A. Melton
NOTARY PUBLIC (SEAL)
17/91 MISC 20.00 **20.00 B

MORNING GLORY FARMS LIMITED PARTNERSHIP
BY ITS SOLE GENERAL PARTNER WARD WIGHT
REALTY CO.

BY: Ward Wight
President

STATE OF Georgia COUNTY OF Rockdale

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared Ward Wight, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged himself to be the President of the Ward Wight Realty Co., the within named bargainer, a corporation, and that he, as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer, in its capacity as sole general partner of Morning Glory Farms Limited Partnership, Georgia Limited Partnership.

WITNESS my hand, at office, this 19 day of August 1991.

Date of Expiration of Commission: Notary Public, Rockdale County, Georgia
My Commission Expires Aug. 7, 1992

Jewell on Berry
NOTARY PUBLIC (SEAL)

RECORDER'S MEMO

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

AUG 12 '91 15:58 CHANNERS TITLE - (C.V.)

P.2
BOOK 3891 PAGE 513

BOOK 3891 PAGE 16

EXHIBIT "A"
RESTRICTIVE COVENANTS
MORNING GLORY FARMS

WHEREAS, Carroll C. Martin, is vested with an interest in all of the tracts in Morning Glory Farms as shown by plat of survey by Niles Surveying Co., Inc., of Chattanooga, Tennessee, Plat dated February, 1984, and desired to promote the development thereof as a residential area;

NOW THEREFORE, for the protection of the owners of tracts in said subdivision, he does hereby impose on all tracts in Morning Glory Farms, the following restrictive covenants, which shall run with the land, to-wit:

- (1) That said tracts shall be devoted exclusively to residential use, and that no building shall be erected or maintained in the subdivision, other than single-family residences.
- (2) That no part of any tract shall be used for residential purposes until first a completed dwelling house conforming fully to the provisions of this instrument shall have been erected thereon, the intent of this Paragraph (2) being to prevent the use, thereon, of a garage, porch, structure, trailer, mobile home, tent, or other structure as living quarters before or after the erection of a permanent dwelling. A mobile home shall not under any circumstances be considered as a permanent dwelling, provided however, if a permanent dwelling is under construction, a mobile home may be placed on the premises so long as the same is not visible from the main frontage roads and only then, said mobile home can be present on the tract during construction or twelve (12) months, whichever time is less.
- (3) That, within the period hereinafter stated, no dwelling of less interior ground floor area than twelve hundred (1,200) square feet shall be erected, said dimensions shall be exclusive of open porches and garages. This provision shall apply to the dwelling house property and not to such outbuildings as ordinarily appertain to dwelling houses. In case of a two-story dwelling, the ground floor shall have no less than one thousand (1,000) square feet of living area.
- (4) That any dwelling or outbuilding on any part of the plot herein described shall be neatly painted or stained, unless of brick or stone; and exposed concrete blocks shall be stuccoed.
- (5) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood or objectionable by reason of smoke, dust, odor or noise.
- (6) That, for the purpose of property improvement, Carroll C. Martin, reserves the right to make deviations and/or revisions from these Restrictive Covenants in cases or conditions which might develop in the subdivision, development stages which might require deviations and/or revisions to facilitate reasonable and full development and use of the land; and to grant minor variations from these Restrictive Covenants, when the same would not materially affect the purposes sought thereby.

*File: Carroll C. Martin
7130 Main Pl
Memphis, TN 37141*

This Instrument Prepared By
MCCLIPPIN & LOUR
Attorneys At Law
309 Walnut Street
Chattanooga, TN 37403

RECORDER'S MEMO

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

AUG 12 1991 15:59 LAUNDRY TITLE - R.T.

BOOK 3891 PAGE 514

10015000 PAGE 17

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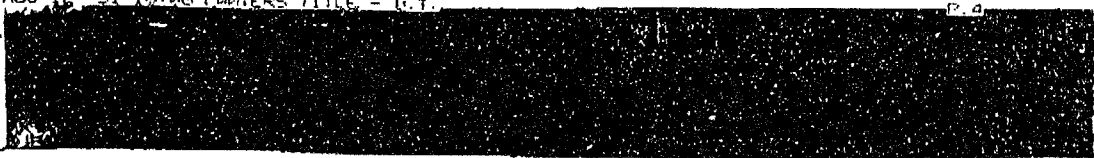
- (7) Carroll C. Martin, reserves for himself, his heirs and assigns, a permanent easement under, along and over the easement as shown on the master plan of the development for carrying of utilities, water or sewage and for the necessary maintenance of such facilities, nothing shall be done on any tract that interferes with the natural drainage of surface water to the injury of other property.
- (8) No tract as shown on Survey, shall be sub-divided into more than two tract of not less than two acres each.
- (9) No modular or Manufactured homes shall be permitted unless approved by Carroll C. Martin, his heirs, or assigns prior to erection of such homes.
- (10) Garden Club Membership and Maintenance-Owners agree to join the Morning Glory Garden Club, which is composed of all property owners in Morning Glory Farm subdivision, and to contribute to its needs as required by majority vote of its members. The function of the Garden Club will be: (a) To maintain common use areas, such as roads, signs, etc. (b) To make recommendations, working with each property owner, regarding maintenance and/or modification of landscaping in front yard areas.
- (11) If any owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, any other owner may prosecute any proceeding at law or in equity against the owner or owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.
- (12) The provisions herein contained shall inure to the benefit of and be enforceable by: (a) Carroll C. Martin, his heirs, devisees, executors, administrators or assigns; (b) the grantees in deeds conveying land in said subdivision their respective heirs, executors, administrators or assigns; or (c) any owner or subsequent owner of any land in said subdivision. The failure of any of the above enumerated persons or organizations to enforce any restrictions, conditions, covenants or agreement herein contained shall in no event be deemed a waiver of the right to do so hereafter as to the same breach or any breach prior or subsequent thereto.
- (13) Except as otherwise expressly provided herein, the covenants and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of and be enforceable by Carroll C. Martin, or the owner of any land subject to this instrument, their respective legal representatives, heirs, successors and assigns.
- (14) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.
- (15) If Court proceedings are necessary to enforce these restrictions, then the party initiating these proceedings, against any defaulting party in addition to recovery of any injunctive relief and/or damages, shall recover reasonable attorney's fees plus all costs of court.

RECORDER'S MEMO

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

AUG 12 '91 16:00 LAWYERS TITLE - L.H.V.

P. 4



BOOK 3891 PAGE 515

BOOK 3000 PAGE 18

IN WITNESS WHEREOF, Carroll C. Martin, has caused this hand and seal to be affixed to this instrument, this the 11th day of June, 1991.

BY: Carroll C. Martin
CARROLL C. MARTIN

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 21st day of June, 1991, before me personally appeared CARROLL C. MARTIN to be known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial seal.

Shirley L. Hester
Notary Public

My Commission Expires: My Commission Expires Aug. 27, 1992

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IDENTIFICATION
SERVICES, C

JUN 21 1 20 PM '91
BONOTY P. FRAMMER
REGISTRAR
HAMILTON COUNTY
STATE OF TENNESSEE

06/21/91 AISC

1.00

449.00

Prepared by: Carroll C. Martin
6115 Boxelder Lane
Harrison, Tenn. 37341

Mail To →

Instrument: 2006100200273
Book and Page: G1 8099 446 \$2.00
Data Processing F \$10.00
Misc Recording Fe \$12.00
Total Fees: \$24.00
User: EGORON
Date: 02-OCT-2006
Time: 10:55:32 A
Contact: Pam Hurst, Register
Hamilton County Tennessee

**RESTRICTIVE COVENANTS
MORNING GLORY FARMS**

WHEREAS, CARROLL C. MARTIN, is vested with an interest in certain properties known as Morning Glory Farms, in Harrison, Tennessee, and has recorded several sets of restrictions covering several different developments on the property.

This document is to clarify that non of the recorded restrictions shall apply to any property that has been retained by MORNING GLORY FARMS LIMITED PARTNERSHIP, or CARROLL C. MARTIN. The property retained, lays South of Morning Glory Drive and West of Hidden Branches Road, and includes an exclusive easement retained over a portion of lot 170 as recorded in Book 4446, Page 121, Hamilton County Register of Deeds Office.

IN WITNESS WHEREOF, Carroll C. Martin, has caused his hand and seal to be affixed to this instrument, this the 2nd day of October, 2006.

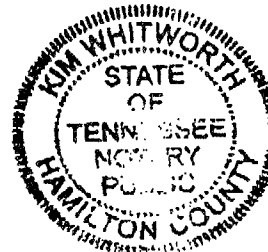
Carroll C. Martin
Carroll C. Martin

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 2nd day of October, 2006 before me personally appeared Carroll C. Martin, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal this 2nd day of October, 2006.

Kim Whitworth
Notary Public



My Commission Expires: _____ My Commission Expires 9/5/07

Instrument: 2006100200273
Book and Page: G1 8099 446 \$2.00
Data Processing F \$10.00
Misc Recording Fe \$12.00
Total Fees: \$24.00
User: EGORON
Date: 02-OCT-2006
Time: 10:55:32 A
Contact: Pam Hurst, Register
Hamilton County Tennessee

Full ELLA TOL

This instrument prepared by:
Earl G. Howell III, Esq.
After recording, return to:
Elite Title Co., LLC
Sentry Station
2961 Battlefield Parkway
Fort Oglethorpe, GA 30742
Tel. (706) 419-1903
ETC file no.: 06-0638

Instrument: 2006112700493
Book and Page: GI 8160 423
Data Processing F \$2.00
Misc Recording Fe \$10.00
Total Fees: \$12.00
User: JFREUDENBERG
Date: 27-NOV-2006
Time: 02:29:15 P
Contact: Pam Hurst, Register
Hamilton County Tennessee

APPROVAL AND COMMENT

RE: RESTRICTIVE COVENANTS FOR
MORNING GLORY FARMS, RECORDED IN
DEED BOOK 3000, PAGES 16-18, IN
THE REGISTER'S OFFICE OF HAMILTON
COUNTY, TENNESSEE.

W I T N E S S E T H:

THAT WHEREAS, the undersigned, **CARROLL C. MARTIN**, is the
declarant of those certain Restrictive Covenants for Morning Glory
Farms recorded in Deed Book 3000, Pages 16-18, in the Register's
Office of Hamilton County, Tennessee (hereinafter the "Restrictive
Covenants"); and

WHEREAS, said Restrictive Covenants do burden and
benefit, and are applicable to, a certain tract or parcel of land
more particularly described as follows (hereinafter referred to as
the "Lot"), to wit:

LOCATED IN THE SECOND CIVIL DISTRICT OF
HAMILTON COUNTY, TENNESSEE.

BEING Lot No. 19, MORNING GLORY FARMS, as
shown on plat recorded in Plat Book 40, Page
175, in the Register's Office of Hamilton
County, Tennessee; and

WHEREAS, Paragraph (9) of said Restrictive Covenants
provides: "No modular or Manufactured homes shall be permitted
unless approved by Carroll C. Martin, his heirs, or assigns prior
to erection of such homes"; and

WHEREAS, the current record owners of said Lot are Ralph
G. Williams, Jr. and wife, Patricia M. Williams (hereinafter the
"Williams"), as shown in a deed dated September 30, 1993, and
recorded in Deed Book 4228, Pages 396-398, in the Register's Office
of Hamilton County, Tennessee; and

WHEREAS, the Williams have entered into a contract for
the sale of said Lot to Brandon Anthony and wife, Jessica Anthony

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(hereinafter the "Anthonys"); and

WHEREAS, the Anthonys desire to purchase said Lot and to construct thereon a certain modular home from Athens Home Center located in Athens, Tennessee, more particularly known as Plan No. 913, "The Beaufort," and containing approximately 1,867 square feet (hereinafter the "Home"); and

WHEREAS, the Anthonys desire the undersigned to approve of and consent to the construction of said Home upon said Lot, and the undersigned desires to approve of and consent to the construction of said Home upon said Lot as evidenced by this Approval and Consent.

NOW THEREFORE, the undersigned, CARROLL C. MARTIN, in exercise of the power and authority reserved in him pursuant to Paragraph (9) of said Restrictive Covenants, hereby approves of and consents to the construction of said Home upon said Lot. This Approval and Consent is given by the undersigned to the Williams and the Anthonys solely with respect to the subject matter hereof. All other terms, conditions and restrictions imposed by said Restrictive Covenants, and all rights reserved to the undersigned therein, shall remain in full force and effect and are unaffected hereby.

IN WITNESS WHEREOF, the undersigned, CARROLL C. MARTIN, hereby executes this Approval and Consent this the 14th day of November 2006.

Carroll C. Martin
(Carroll C. Martin)

STATE OF TN)
COUNTY OF Hamilton)

Personally appeared before me, a Notary Public in and for said State and County, the within named CARROLL C. MARTIN, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purpose therein contained.

WITNESS my hand and official seal this 14 day of November 2006.

Kevin White
Notary Public
My Comm. Expires: _____

My Commission Expires 9/5/07

© Melito Title Co., LLC Forms/Title Files/2006/06-0638/Approval and Consent-001

