

**BYLAWS OF THE  
GEORGETOWN TRACE NEIGHBORHOOD ASSOCIATION, INC.**

**ARTICLE I: NAME**

The name of this association shall be the Georgetown Trace Neighborhood Association, Inc., herein referred to as the association.

**ARTICLE II: PURPOSE**

The purpose of this association shall be to:

1. Maintain a safe, friendly and aesthetically pleasing environment in our neighborhood.
2. Maintain the common areas and entrance to provide a clean wholesome welcome to our visitors and guests.
3. Research and recommend enhancements to the neighborhood that will assure the future value of our homes and improve the worth of our neighborhood in the community.
4. Represent the neighborhood through the strength of unity, in issues with City, County, and State agencies.
5. Insure our compliance with city, county, and state ordinances designed to protect our neighborhood and our families.
6. Enforce and enhance neighborhood covenants to restrict those activities or practices that would be detrimental to the value of our homes and our community.
7. Act as arbiter, within the scope of our by-laws, in those instances where conflicts may arise.
8. Vigorously defend our right to provide a clean, wholesome, friendly haven in which to raise our families and share our lives with our loved ones.

As an association, we support NO political candidates. We do urge all residents to register to vote for the party and candidate of their choice.

**ARTICLE III: MEMBERS**

Membership in the Georgetown Trace Neighborhood Association shall be limited to persons living or owning property within the described boundaries of the Georgetown Trace Subdivision. Each address in Georgetown Trace Subdivision shall represent one vote.

**ARTICLE IV: DUES**

The Executive Committee, based on estimated annual costs, will determine and set annual dues. Dues may be paid by the membership annually, semi-annually, or quarterly.

## ARTICLE V: OFFICERS

### SECTION I.

The elected officers of this Association shall be: President, Vice President, Secretary, and Treasurer.

1. All officers must reside or own property within the geographical boundaries of the Neighborhood Association for the entire term of office. In the event that they move, sell or transfer property, or are unable to serve, a replacement for that office will be named by the Executive Committee. The office of President shall be filled as described below.
2. Officers shall be elected for a term of two years or until their successors are elected. No elected officer shall serve more than three consecutive terms in the same office.
3. Officers shall take office September 1.
4. A vacancy in the office of the President shall be filled by the Vice President. A vacancy in the office of the Vice President shall then be filled by the Executive Committee.
5. No officer may authorize any expenditure over 250.00 without the approval of a majority of the Executive Committee.

### SECTION II. Duties:

1. The President shall:
  - a) Be the chief Executive Officer and the official representative of the organization;
  - b) Perform duties that pertain to the office;
  - c) Sign, with the Vice President and/or Treasurer all checks for business concerning the Association;
  - d) Serve as *ex-officio* member of all committees.
2. The Vice President shall:
  - a) Succeed to the office of President in the event of a vacancy;
  - b) Assume the responsibility of President when the President is unable to attend meetings;
  - c) Sign documents in the absence or with the approval of the President or Executive Committee.
3. The Secretary shall:
  - a) Record the proceedings of Executive Committee meetings and General Association Meetings, or as directed by the President or Vice-President. Minutes will be read at the General Meetings for approval by the membership.
  - b) Type and prepare quarterly newsletter timed to coincide with dues payments;
  - c) Type correspondence, cards, etc., as requested by the Officers.
4. The Treasurer shall:
  - a) Be custodian of all funds and handle all accounts payable and receivable;
  - b) Make deposits and withdrawals from the Association bank account with a combination of two signatures – President and Vice-President and/or Treasurer;
  - c) Provide the membership with a financial report at General Meetings.

## ARTICLE VI: NOMINATIONS AND ELECTIONS

1. A nominating committee shall be selected by the Executive Committee and named 60 days prior to elections.
2. After obtaining the consent of the nominees, these names will be announced at the next General Association Meeting.
3. In the event a nominee withdraws, the Nominating Committee will convene to select a replacement.
4. Election of Officers will take place by written ballot at a General Association Meeting.
  - a) Ballots will be counted by the Nominating Committee.
  - b) The new officers will be announced at the end of the meeting, prior to adjournment, and the meeting will be turned over to the new officers.
  - c) Outgoing officers will provide information and help to the new officers.

## ARTICLE VII: EXECUTIVE COMMITTEE

1. The Executive Committee shall consist of the President, Vice-President, Secretary, Treasurer, and Committee Chairs.
  - a) This committee shall transact any business necessary between meetings of the Association.
  - b) Four members present shall constitute a quorum.
2. All decisions made by the Executive Committee shall be reported to the membership at the next General Association meeting.

## ARTICLE VIII: COMMITTEES

The Association shall have at least two committees.

1. *Grounds and Beautification Committee* for maintenance of the Subdivision entrance and any common areas designated by the Membership;
2. *Welcoming Committee* to welcome new residents to the community and provide information regarding Association Membership, community services, and Neighborhood Covenants.

Chairpersons of these committees shall be appointed by the President. As needed, the Executive Committee shall designate other committees at their discretion.

## ARTICLE IX: AMENDMENTS

1. Proposals for amendments must be submitted in writing to any officer.
2. All proposed changes must be submitted to the membership one month prior to voting.
3. All changes to the bylaws must be approved by a two-thirds majority of voting members present.

## ARTICLE X: REMOVAL OF OFFICERS

1. Officers may be removed from office for the following reasons:
  - a) Not performing the duties of the office.
  - b) Conduct detrimental to this Association.
2. A proposal to remove an officer must first pass a majority vote of the Executive Committee.
3. After it is passed by the Executive Committee, the general membership will hear the proposal at the next General Meeting. A vote on the removal of an officer will then be held at the following General Meeting.
4. Removal of an officer must be approved by a two-thirds majority of voting members present.

## ARTICLE XI: MEETINGS

1. Robert's Rules of Order, Newly Revised, shall govern this association in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Association may adopt.
2. Meetings will start on time.
3. Discussions will be kept brief and to the point.
4. All suggestions to the Association will be put in writing and given to the Secretary. They will be presented at the Executive committee meeting for consideration before being presented to the membership.
5. All votes will be decided by simple majority of voting members present unless otherwise specified.

## ARTICLE XIII: DISSOLUTION OF THE ASSOCIATION

In the event of the dissolution of this Association, any assets shall be liquidated and distributed in accordance with governmental regulations set forth in Section 501 (c) (3) of the Internal Revenue code and the laws of the State of Tennessee. No funds shall accrue to the benefit of any individual member.

These bylaws were drafted August 5, 1999.

Bylaws Committee:

Eveleen Rethwilm	Dub Thomas
Randy Patrick	Connye Patrick
Dave Thomas	Wes White

COVENANTS AND RESTRICTIONS  
GEORGETOWN TRACE  
HAMILTON COUNTY, TENNESSEE

Whereas, the undersigned, William C. Haisten Jr., and William C. Haisten, Sr., (the "Developers") are the owners in fee simple of lots 1, 2, 3, 6, 7, 8, 9, 10, 12, 17 inclusive, Georgetown Trace Subdivision, according to plat thereof as recorded in Map Book 46, page 88, of the public records of Hamilton County Tennessee; and

Whereas, the Developer is desirous to devote the lots described above to restricted residential purposes and placing certain covenants and restrictions to run with the title to said lots of said public records;

Now, therefore, for and in consideration of the mutual benefits and for other valuable considerations, the Developers, for itself and its successors and assigns, does restrict the use, as hereinafter provided, of all of the above described lots, and does hereby place upon said land the following covenants and restrictions:

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(a) All of said lots in said subdivision shall be, and be known and described as, residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, with attached garage, which may also be located in the basement, and which must be for a minimum of two cars.

(b) No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as multiple family dwelling at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.

(c) No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 20 feet to any side street line, or nearer than 10 feet to any interior lot line. No structure, other than a swimming pool, outdoor fireplace, etc., of approximately ground level construction shall be located nearer than 35 feet to any rear lot line.

d) It is provided that not more than one dwelling house shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or re-arrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon.

(e) 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 neighborhood. In particular, tractor trucks shall not be frequently or habitually kept parked on a driveway, or shall the owner of any lot in the subdivision habitually park any vehicle in the street or streets therein. Further, trucks larger than pick-ups, (motor homes, campers and boats) must be parked to the rear of the residence in a location so they cannot be seen from the street on which the residence fronts. Satellite dishes, antennas, etc. must be located so they cannot be seen from the street on which the residence fronts.

(f) No part of any lot 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 (f) being to prevent the use of thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction.

(g) Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.

(h) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screen porches, garages or basements, set forth in this paragraph. For the purpose of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated area contained within the residence, exclusive of open porches, garages, eaves and steps.



h) Continued - In the case of any question as to whether a sufficient number is square feet of enclosed living area have been provided, the decision of William C. Haisten, Sr., and William C. Haisten, Jr., its sponsors, designates, or assigns, shall be final. The number of square feet required is as follows:

- (1) A 2-story residence with attached double garage, 1400 square feet.
- (2) A 1-story residence with attached double garage, 1200 square feet.
- (3) A 1 1/2-story residence with attached double garage, 900 square feet on the first floor and 500 square feet on the second floor.
- (4) A 1 1/2-story residence with a garage in basement, 900 square feet on the first floor and 500 square feet on the second floor.
- (5) It shall be permissible for William C. Haisten Sr., or William C. Haisten, Jr., to permit variations in square footage requirements as to the volume contained on a particular floor, so long as the dwelling contains at least 1200 square feet total.

(i) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots. All plans, exteriors, elevations, and landscaping will be approved by William C. Haisten Sr., and William C. Haisten, Jr.

(j) It shall be permissible for William C. Haisten, Sr. and William C. Haisten, Jr., to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plat, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.

(k) The exterior front and side elevations of all buildings shall be of either wood (horizontal boards, vertical board and batten, or similar) or aluminum or stone, or brick or masonite (horizontal board, textured or grooved panels or similar), or sto. In any event, if horizontal boards are used, not over 8 inches of each board may be exposed to the weather. All retaining walls shall be brick or stone finish. All front and side foundation elevations shall be brick or stone finish. The rear foundation elevations of corner lots shall be brick or stone finish. The rear foundation elevations of other lots shall be brick, stone, or stucco finish. An approved mail box and post will be installed on each lot by the builder of the house on said lot prior to the house being occupied. All exteriors and mailboxes will be approved by William C. Haisten, Sr., or William C. Haisten, Jr.

(1) FENCES: Any fence erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended in a direct line to the side lines; and as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation of residence, extended in a direct line to the rear lot line. Chain link fences shall not be permitted.

(m) Each residence constructed upon a lot in said subdivision must be served by a driveway, paved with concrete, brick, laid stone, or similar. Asphalt and loose stone or rock will not be permitted. All landscaping should have ample shrubs and along side of residence that faces street. Landscaping design must be approved by Developer.

(n) CLEARANCE OF DEBRIS: In the construction of a residence upon a lot, the builder shall keep all debris cleared from the street bounding the lot; and before any residence is occupied, all debris must be removed from the entire lot.

(o) Before any construction can be started, plans and specifications for any dwelling house to be constructed on any of said lots shall be submitted to William C. Haisten, Sr., or William C. Haisten, Jr., and written approval thereof procured. It is stipulated that such approval shall not be unreasonably withheld. It is further provided that, in the event of the completion of any dwelling house on any lot without any proceedings having been instituted in the Courts of Hamilton County, Tennessee, to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had said approval.

(p) No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or to roam at large on any of the streets or lots in the subdivision. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding or domestic pets. No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said subdivision.

(q) Whether expressly stated so or not in any Deed conveying any one or more of said lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

(r) All of said lots in said subdivision must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, rocks, and other debris removed when needed). Tree limbs, rocks, and other debris must be kept out of the streets. In the event that an owner fails, of his own violation, to maintain his lot in a neat and orderly condition, William C. Haisten, Sr., or William C. Haisten, Jr., or their duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition, billing the cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks and delivery trucks off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clean and clear of concrete blocks, concrete, and building materials while residence is under construction.

(s) There shall not be detached garages, outbuildings or servants quarters but a bathhouse built expressly in conjunction with a private swimming pool shall not be included in this prohibition. Thus a bathhouse will not have to be connected or attached to this dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in (h) above.

(t) In the event of violation of set-back lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by William C. Haisten, Sr., or William C. Haisten, Jr., joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a side line violation, only the joinder of the owner of the lot on the side will be necessary.

(u) The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveway are to be constructed. Excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.

(v) No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the builder to advertise the property during the construction and sales period, said signs referring only to the premises on which displayed. No such sign shall exceed (9) square feet in size nor have an overall height exceeding four (4) feet above ground level.

(w) A four foot wide sidewalk that extends across the front, parallel to the street on which the lot borders will be installed by the builder after the house, all landscaping, and concrete driveways have been completed. The builder will assume no liability or responsibility for maintenance or repair of the sidewalk after installation is completed.

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgement or decree of any Court of record to be invalid, such action shall in no way change any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the said lots of land and all title to, and states therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 1, 2011, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless, by action of a minimum of sixty-six and two thirds percent (66 2/3%) of the then owners of the lots, it is agreed to change said covenants in whole or in part; provided, further, that the instrument evidencing such action must be in writing and shall be duly recorded in the Registrar's Office in Hamilton County, Tennessee. Neither the undersigned, nor any party or parties claiming under them, shall or will convey, devise or demise any or either of said lots, or any part of same, except as being subject to the said covenants, conditions, and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.



If the undersigned, or any party or parties claiming thereunder, shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2010, or within the extended time as hereinbefore provided, it shall be lawful for William C. Haisten, Sr., and William C. Haisten, Jr., its successors or assigns, or any person or persons owning any lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and either to prevent him or them from doing so, or to recover damage or other dues for such violation, including reasonable attorney's fees.

IN WITNESS WHEREOF: William C. Haisten, Sr., and William C. Haisten, Jr., has hereunto caused their names to be signed as authorized officers of Georgetown Trace Subdivision, on this the 28th day of October, 1992.

GEORGETOWN TRACE SUBDIVISION

By: William C. Haisten Sr.

By: William C. Haisten Jr.

COUNTY OF HAMILTON

STATE OF TENNESSEE

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared William C. Haisten, Jr. and William C. Haisten, Sr. with whom I am personally acquainted, or identified to me by satisfactory evidence, and who acknowledged that they executed this instrument. AS DEVELOPERS OF GEORGETOWN TRACE SUBDIVISION. *or*

WITNESS my hand this 28th day of October, 1992

*Marilyn Thompson Ladd*

Notary Public  
MARILYN THOMPSON-LADD  
Date of Expiration of Commission: 12-23-95

HIS INSTRUMENT PREPARED BY:

WILLIAM C. HAISTEN, JR.  
340 Ringgold Road  
HATTANOOGA, TN 37412

0.97800  
10/29/92 MISC

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SARAH P. DEFRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

LEASE RETURN ORIGINAL TO:

AWYERS TITLE AND ESCROW, INC.  
37 MARKET STREET  
HATTANOOGA, TN 37402

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BY: *Lisa Lee*  
DEPUTY

RECPT. # 571946

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