

GUARANTY TITLE AGENCY, INC.

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

Hargis Covenants.

DISCLAIMER

8/4/10

BONNIE HAMILTON

RE: Restrictive Covenants HORGIS
EST. - SEQ. CTY

Attached are Restrictive Covenants of record in Book H79, page 25, in the Register's Office of Hamilton County, Tennessee which are referenced in the last Deed conveying the property which Deed is recorded in Book _____, page _____ in the Register's Office of Hamilton County, Tennessee. The subject property may be subject to different and/or additional Restrictive Covenants and Amendments as may be shown by a full and complete search of the property which has not been conducted nor a charge made for the same by Milligan-Reynolds Guaranty Title Agency, Inc. This information is for the use of the Realtor shown above only and may not be relied upon by any party. Milligan-Reynolds Guaranty Title Agency, Inc. will have no liability for providing this information.



DB 79
P. 25

This instrument prepared by:

Gerald D. Colvin
Attorney at Law
601-09 Frank Nelson B
Birmingham, AL 35203

RESTRICTIVE COVENANTS ON LOTS 1-68
OF HARGIS ESTATES SUBDIVISION

WHEREAS, the undersigned Board of Trustees of the Estes H. and Florence Parker Hargis Charitable Foundation are vested with title to certain property in Sequatchie County, Tennessee, being the property platted as lots 1-68, Hargis Estates Subdivision as shown by plat recorded in Plat Book A, Page 22-A in the Register's Office in Sequatchie County, Tennessee.

WHEREAS, it is the plan of the Estes H. and Florence Parker Hargis Charitable Foundation to devote the said lots in said subdivision to restricted residential purposes:

NOW THEREFORE, in consideration of the premises, and for the protection of the present owner, as well as the future purchasers of lots in said subdivision, this declaration and agreement is made:

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

(A) All of said lots in said subdivision shall be, and be known and described as, residential lots, and 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 carport, or garage, which may also be located in the basement, and which must be for a minimum of two cars.

(B) No building shall be located on any lot nearer than forty (40) feet to the front lot line or nearer than twenty (20) feet to any side street line, or nearer than ten (10) feet to any interior lot line. No structure, other than outdoor fireplaces, of approximate ground level construction, shall be located nearer than twenty (20) feet to any rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on

the lot to encroach upon another lot. (No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to any zoning laws and regulations applicable thereto.) No outbuildings shall be built upon the property unless approved by the Approval Committee as provided for herein.

(C) 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 rearrangement 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.

(D) 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, motor homes, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any lot within the subdivision. Nor shall the owner of any lot in said subdivision park a tractor trailer truck, motor home, inoperative or abandoned automobiles, and/or camping trailers in the street or driveways therein or carry on any major repairs to said automobiles in driveways or streets in subdivision.

(E) 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 (E) being to prevent the use 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.

(F) 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.

(G) 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 screened porches, carports, garages, or basements, set forth in this paragraph. For the purposes of this paragraph, stated square footage shall mean the minimum floor area required, the floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, eaves, and steps. In the case of houses which are known as "split levels" in order for a level to qualify as a main living area, it must be exposed for a full height on three sides. In the case of any questions as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Approval Committee shall be final. The number of square feet required is as follows:

(1) As to ranch type houses, without a basement, a minimum of Fourteen Hundred (1,400) square feet, if a single story building; if a two story building, a minimum of Twelve Hundred (1,200) square feet must be on the first floor, and a minimum of Six Hundred (600) square feet on the second floor;

(2) As to split level, and split foyer houses, a minimum of Fourteen Hundred (1,400) square feet on the main floor, and a minimum of Three Hundred (300) square feet on the lower part of the residence; and

(3) As to ranch houses, with any finished or unfinished basements, a minimum of Fourteen Hundred (1,400) square feet on the main floor.

(H) All dwelling houses shall have conventional and acceptable frontal appearance from the main street fronting said lots, and all foundations shall be veneered with brick or stone, with no concrete blocks visible.

(I) It shall be permissible for the Approval Committee to rearrange boundary lines of lots, if so desired, and combine lots

or parts of lots into one building plot, but not to the extent of increasing the number of lots once the subdivision plat has been recorded.

(J) The exterior front and side elevations of all buildings shall be of either wood (horizontal boards, vertical board and batton, or similar) or aluminum or stone, or brick, or masonite (8" horizontal, textured or grooved panels, or similar). No asbestos siding or permastone shall be used. Twelve inch (12") or larger, plain lap masonite siding shall be permitted only in gables or on rear elevations. All retaining walls shall be of stone or brick finish. All driveways shall be paved with asphalt, concrete, brick, stone and concrete similar.

(K) Before any construction is commenced or carried on, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to the Approval Committee 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 Sequatchie County, Tennessee, to enjoin the construction thereof, shall be conclusively presumed to have had such approval.

(L) No sheep, goats, swine, 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 ways in or bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

(M) 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.

(N) 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 and other debris being removed when needed). In the event than an owner of a lot in said subdivision fails of his own volition to maintain his lot in a neat and orderly condition, the Approval Committee may enter upon such lot without liability and proceed to put said lot in 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. Each owner agrees that to the extent the curbing is cut or broken for entrances of driveways or during construction, those cuts will either be replaced at the cost of the owner or finished for permanent entry of driveways by the owner in a neat and workmanlike manner. Also, all owners of lots must keep the street clean and clear of concrete blocks, concrete, and building materials while the residence is under construction.

(O) All storage buildings, detached garages, outbuildings or similar structures which have been approved as provided in paragraph (B) hereof shall be of the same exterior material and color as the front of the dwelling structure. It is contemplated that with respect to lots large enough to contain such, adequately, there may be approval of outbuildings including detached garages, and bath houses built expressly in conjunction with a private swimming pool. Any such outbuildings, however, shall not be included in complying with any minimum square footage requirements as set forth in paragraph (G) above.

(P) That before any dwelling on said premises shall be occupied, a septic tank, or a sewage disposal, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or

drain unless first it has been passed through an absorption field approved by the public health authority.

(Q) In the event of violation of setback lines, either side, front or rear, which may be minor in character, a waiver thereof may be made by the Approval Committee joined by the owner or owners of the lots adjoining the lot on which such violation occurs; providing, that as to a sideline violation, only the joinder of the lot on that side will be necessary.

(R) 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.

(S) Fuel storage tanks for heating/cooling are to be below ground outside of residence, or, if above ground, tank is to be enclosed with a wood or masonry wall around it in keeping with the finish of the front exterior of the residence, and a door allowing access to service the tank.

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

(U) A three (3) member committee called the Approval Committee is hereby created composed of Gerald D. Colvin, Jr., Melvin Bailey and Ed Martin. In the event a vacancy in the Committee occurs, it shall be filled by appointment of The Estes H. and Florence Parker Hargis Charitable Foundation so long as it continues to maintain an interest (by deed of trust) in at least ten (10) of the lots in the subdivision. After that point, any vacancy shall be filled by majority vote of the owner-residents of the lots.

It is expressly stipulated that the restrictive covenants and conditions set forth in this instrument apply solely to the

herein listed lots, and are not intended to apply to any other lots, tracts, or parcels of land in the area or vicinity, owned by the Board of Trustees of the Estes H. and Florence Parker Hargis Charitable Foundation, their successors or assigns, who reserve the right to use or convey such other lots, tracts and parcels with different restrictions or unrestricted.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said lots of land and all titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 1, 2000, 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 per cent (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 Register's Office of Sequatchie County, Tennessee. Neither the undersigned nor any party or parties claiming under it 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, 2000, or within the extended time as hereinbefore provided, it shall be lawful for the Approval Committee, 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 so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees.

IN WITNESS WHEREOF, the Board of Trustees of the Estes H. and Florence Parker Hargis Charitable Foundation have hereunto set their hands, on this the 25th day of June, 1986.

Gerald D. Colvin, Jr.
GERALD D. COLVIN, JR.
Chairman of the Board of Trustees

Florence Wade
FLORENCE WADE, Trustee

Rosemary Morse
ROSEMARY MORSE, Trustee

George Waitus Crawford
GEORGE WAITUS CRAWFORD, Trustee

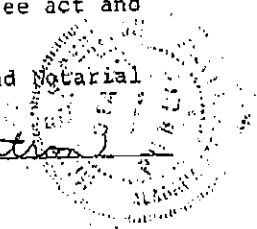
Melvin Bailey
MELVIN BAILEY, Trustee

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this the 25th day of June, 1986, before me personally appeared GERALD D. COLVIN, JR., to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Mary E. Robertson
NOTARY PUBLIC

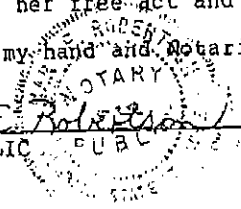


STATE OF ALABAMA)
JEFFERSON COUNTY)

On this the 25th day of June, 1986, before me personally appeared FLORENCE WADE, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Mary E. Robertson
NOTARY PUBLIC



STATE OF ALABAMA)
JEFFERSON COUNTY)

On this the 25th day of June, 1986, before me personally appeared ROSEMARY MORSE, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Mary E. Robertson
NOTARY PUBLIC

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this the 25th day of June, 1986, before me personally appeared GEORGE WAUCOS CRAWFORD, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Mary E. Robertson
NOTARY PUBLIC

STATE OF ALABAMA)
JEFFERSON COUNTY)

On this the 25th day of June, 1986, before me personally appeared MELVIN BAILEY, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Mary E. Robertson
NOTARY PUBLIC

STATE OF TENNESSEE, SEQUOYAH COUNTY

The foregoing instrument and certificate were noted in Title Book 3, Page 166, Volume 1108 dated 8-12-1986 and recorded in W.P. Book 79, Series 25 State Tax Paid \$ Fee Recording Fee 36.00 Total \$ 36.00
Witness My hand.
Receipt No. 20197

Heeman H. Beards
Notary