

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

LJS

Title Guaranty and Trust Company of Chattanooga Company

Chattanooga, Tennessee City, State



[Signature]

Senior Chairman of the Board

[Signature]

Chairman of the Board



[Signature]

President

## SCHEDULE A

Order Number: 20152484

1. `Effective Date: October 27, 2015 at 8:00 am
2. Policy or Policies to be issued: Amount of Insurance
  - (a)  ALTA Owner's Policy - (6/17/06)  
Proposed Insured: TBD
  - (b)  ALTA Loan Policy - (6/17/06) - 0 -  
Proposed Insured: NONE

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the fee simple estate or interest in the land is at the effective date vested in:

ANNE CANNON CRAIS and SUNTRUST BANK, as Co-Trustees of the 'Family Trust' created under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division; **and** ANNE CANNON CRAIS and SUNTRUST BANK, as Co-Executors under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division

5. The land referred to in this Commitment is described as follows:

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Lot Thirty-one (31), Heritage Hills Subdivision, Unit Three (3), as shown by plat of record in Plat Book 30, Page 39, in the Register's Office of Hamilton County, Tennessee.

FOR PRIOR TITLE, see Deed from Wallace A. Smith and wife, Julia C. Smith, to Alvin F. Cannon, dated September 7, 1978 and recorded on September 12, 1978 in Book 2529, Page 702, in the Register's Office of Hamilton County, Tennessee.

## SCHEDULE B

### PART I & II

Order Number: 20152484

#### I. Requirements:

Instruments in insurable form which must be executed, delivered, and duly filed for record:

1. NO OUTSTANDING DEEDS OF TRUST FOUND OF RECORD, PLEASE VERIFY.
2. Proper Deed of Warranty from ANNE CANNON CRAIS and SUNTRUST BANK, as Co-Trustees of the 'Family Trust' created under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division; **and** ANNE CANNON CRAIS and SUNTRUST BANK, as Co-Executors under the Last Will and Testament of Alvin F. Cannon, deceased, a copy of which can be found in Docket No. 06-P-604, in the Chancery Court of Hamilton County, Tennessee, Part 2, Probate Division, to \_\_\_\_\_, must be placed of record in the Register's Office of Hamilton County, Tennessee, and any liens retained therein released.
3. Proper Affidavit as to Mechanics' and Furnishers' liens must be furnished this Office. PLEASE NOTE: In the event that any improvements on the herein described property are of new construction (having been completed within the last year), it will be necessary to comply with the "Notice of Completion Law" as provided for in Chapter 189, 2007 State Public Acts.
4. Proper payment of property taxes as set forth on Schedule B.
5. Proper release, receipt, waiver or other proof of satisfaction evidencing that the Estate of ALVIN F. CANNON, deceased, is not subject to a claim of lien under TennCare by any agency of the State of Tennessee.
6. Proper Inheritance Tax closing Letter must be provided this office. (IN FILE)

#### II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
  - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
  - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
  - (f) Restrictions upon the use of the premises not appearing in the chain of title to the land.

## SCHEDULE B

### PART I & II

Order Number: 20152484

- (g) Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. 2015 County Taxes are NOW DUE AND PAYABLE in the amount of \$629.79, BILL #87367.  
2016 County Taxes are a LIEN, not yet due and payable.  
Map and Parcel Number: 121C-B-014, Assessment: \$22,450.00.
  4. The rights or claims of parties in possession under any outstanding, oral or written, lease or rental agreements.
  5. Any governmental zoning and subdivision ordinances in effect thereon.
  6. Conditions, restrictions, reservations, limitations, easements, any lien rights, etc., as set out in instrument recorded in Book 2006, Page 941, in the Register's Office of Hamilton County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607, of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
  7. Utility easement as shown, described or noted on recorded plat.
  8. Drainage easement as shown, described or noted on recorded plat.
  9. Anchor easement as shown, described or noted on recorded plat.
  10. All notes, stipulations, restrictions, easements, conditions, and regulations as shown, described or noted on recorded plat.

**Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company**

**Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, and Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**The Title Guaranty and Trust Company of Chattanooga  
Privacy Policy Notice**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of The Title Guaranty and Trust Company of Chattanooga.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## PRIVACY POLICY OF THE TITLE GUARANTY AND TRUST COMPANY OF CHATTANOOGA

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about a consumer with a nonaffiliated third party unless the institution provides the consumer with a notice of its privacy policies and practices, such as the type of information that it collects about the consumer and the categories of persons or entities to whom it may be disclosed.

In compliance with the GLBA, we do not share nonpublic personal information about a consumer with a nonaffiliated third party, unless allowed by law.

In compliance with the GLBA, our privacy practices regarding nonpublic personal financial information of consumers and customers (as defined by GLBA) are as follows, subject to any exceptions as permitted by law.

- We protect nonpublic personal information of customers and consumers.
- We allow access on need to know basis only. Only title company personnel who need to know can access the information. Examples may include bookkeepers, title examiners, title underwriter personnel, auditors, closers and their assistants, management, scanning personnel, and claims related investigation personnel, including but not limited to retained counsel.
- We allow customers and consumers to review their nonpublic personal information that we have collected, and we allow them to provide us with requests for amendment or deletion of such information, to which we will reasonably respond.
- We require consent from a proper party to the transaction to provide nonpublic personal information relating to that transaction. On closed files, we require a written instruction by a party.
- We have implemented a security procedure for protection of nonpublic personal information: we allow only authorized personnel to review the information, and we keep closed files in secure storage, with limited access, or we store the files on computer with limited password access.
- We generally do not keep copies of credit reports, loan applications, and tax returns on consumers and customers.
- We don't share copies of owner's policies of customers on residential transactions, unless at the request of the insured owner.
- If we share starter title information, we don't share nonpublic personal information, such as sales price (unless it is public information), policy numbers, or amount of insurance on owner's policies issued to customers.
- We don't share nonpublic personal information, such as social security numbers, shown on affidavits of identity.
- We periodically inform our personnel about our policy.

We don't share nonpublic personal information with independent contractors, unless there is a need to process the transaction as allowed by law, and the contractors agree in writing not to further share the information.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*



All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



# Hamilton County, Tennessee

## Unofficial Property Card

|                                      |   |                                |
|--------------------------------------|---|--------------------------------|
| <b>Location</b><br>5907 STONEWALL DR | <b>Property Account Number</b><br>47942 | <b>Parcel ID</b><br>121C B 014 |
| <b>Property Type</b><br>22           | <b>Land Use</b><br>111                  | <b>District</b><br>COUNTY      |

### Current Property Mailing Address

|   |  |
|---|--|
| <b>Owner</b> CANNON ALVIN F<br>SUNTRUST PHI<br>Address P O BOX 1638 M0325 | <b>City</b> CHATTANOOGA<br><b>State</b> TN<br><b>Zip</b> 37401 |
|---|--|

### Current Property Sales Information

|                            |                                  |
|----------------------------|----------------------------------|
| <b>Sale Date</b> 9/7/1978  | <b>Legal Reference</b> 2529-0702 |
| <b>Sale Price</b> \$29,848 | <b>Grantor(Seller)</b>           |

### Current Property Assessment

**Building Value** \$64,800  
**Xtra Features Value** \$0  
**Land Value** \$25,000  
**Total Value** \$89,800  
**Assessed Value** \$22,450

### Narrative Description

This property is classified as RESIDENTIAL with a(n) SPLIT LEVEL/FOYER style structure on this card, built about 1976 with 1,092 square feet.

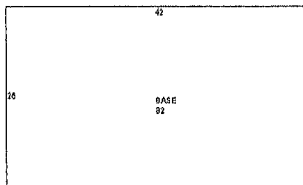
### Land Description

The total land area of this property is (103.5X204.86).

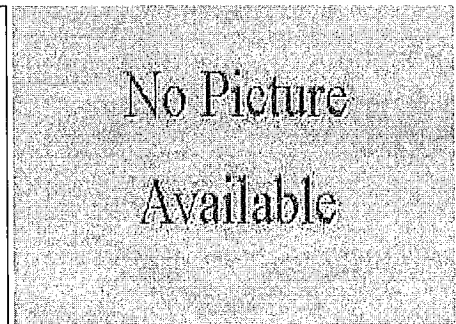
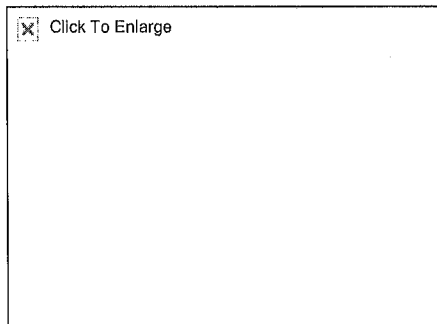
### Legal Description

LOT 31 HERITAGE HILLS UNIT 3 PB 27 PG 157

### Property Images



Sum Area By Label:  
42 = 1092  
92 = 1092





**Hamilton County Trustee**  
**Property Tax Inquiry**

Bill Hullander - Hamilton County Trustee

210 Courthouse @ 625 Georgia Ave.  
 Chattanooga, TN 37402

Phone: (423) 209-7270 Fax: (423) 209-7271

Office Hours: Mon - Fri 8:00am-4:00pm except these holidays

**Hamilton County Tennessee**  
*A great place to work and live.*

- ➔ [Trustee Home](#)
- ➔ [Satellite Location Directions](#)
- ➔ [General Property Tax FAQs](#)
- ➔ [Current Property Tax Rates](#)  
[Email the Trustee](#)
- ➔ [2014 Tax Roll File](#)
- ➔ [Delinquent File Download](#)

**Trustee - Tax Bill**

[Return to Property Details](#)

[Printing Tips](#)

|                         |                   |              |      |
|-------------------------|-------------------|--------------|------|
| <b>State Grid</b>       | 121C B 014        | <b>Flags</b> | None |
| <b>District</b>         | County South (2)  |              |      |
| <b>Property Address</b> | 5907 STONEWALL DR |              |      |

|                        |   |                   |             |
|------------------------|---|-------------------|-------------|
| <b>Bill Type</b>       | Real Property   | <b>Bill Year</b>  | 2015        |
| <b>Status</b>          | Active  | <b>Bill #</b>     | 87367       |
| <b>Mailing Address</b> | CANNON ALVIN F<br>SUNTRUST PHI<br>P O BOX 1638 M0325<br>CHATTANOOGA TN, 37401 | <b>Assessment</b> | \$22,450.00 |
| <b>Legal Desc</b>      | 1. LOT 31 HERITAGE HILLS UNIT 3 PB 27 PG 157<br>2.<br>3.<br>4.                |                   |             |

**Other Links**

- [County Officials & Departments](#)
- [Hamilton County Assessor](#)
- [Hamilton County Register Of Deeds](#)

**Billing Information**

| Date      | Transaction Type | Fee Type       | Amount   |
|-----------|------------------|----------------|----------|
| 9/23/2015 | Tax Billing      | County Tax     | \$620.79 |
| 9/23/2015 | Tax Billing      | County Stw Amt | \$9.00   |

**Total Due** \$629.79

IF PAID BY 2/29/2016 U S POSTMARK ACCEPTED

**Make Payment**

MAKE CHECKS PAYABLE AND MAIL TO:

**HAMILTON COUNTY TRUSTEE**  
 625 Georgia Ave., Room 210  
 Chattanooga, TN 37402-1494

Send any suggestions about this site to [County Webmaster](#)  
 © 2015, General Government of Hamilton County



# Feltz Lawyers Title Insurance Corporation

CHATTANOOGA BRANCH OFFICE

THIS INSTRUMENT WAS PREPARED BY ROBERT L. SPORN, P.C. ATTORNEY AT LAW 427 HIGH STREET CHATT. TENN. 37401

## WARRANTY DEED

FILE NO. 9656

STATE OF TENNESSEE COUNTY OF HAMILTON

THIS INDENTURE, Made the 7th day of September, 19 78, between

WALLACE D. SMITH AND WIFE, JULIA C. SMITH

of the County of Hamilton, and State of Tennessee, as party or parties of the first part, hereinafter called Grantor, and

ALVIN F. CANNON

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee being Lot 31, Heritage Hills, Unit 3, as shown by plat of record in Plat Book 30, Page 39, in the Register's Office, Hamilton County, Tennessee.

Being the same property conveyed by deed recorded in Book 2370, Page 182, said Register's Office.

Subject to applicable conditions in Book 2116, Page 186, said Register's Office.

Subject to restrictions in Book 2006, Page 941, said Register's Office.

Subject to utility easement as shown by dotted lines on plat.

Subject to anchor easement as shown on plat.

This conveyance is subject to a Deed of Trust from Wallace D. Smith and wf. to Chattanooga Federal Savings and Loan dated December 23, 1976, in Book 2370, page 184, Register's Office, Hamilton County, Tennessee, recorded. Grantor warrants and represents that the principal unpaid balance on the debt secured by said deed is not greater than \$ 26,698.41, that there has been no default under the terms and provisions of said deed or the note secured thereby, that all prior installments have been paid to and including the installment due September, 19 78, and that grantor has not and will not incur any other debt which would be secured by said deed. Grantee hereby assumes and agrees to pay said unpaid principal balance and all future interest owed thereon as the same shall become due and payable. Grantor hereby assigns to grantee all of grantor's interest in any escrow funds now held by the holder of said deed.

| Address of Grantee                                       | Mail Tax Notice to | Map Parcel No. |
|--|--------------------|----------------|
| Alvin F. Cannon<br>5134 Hwy. 58 N<br>Chatt., Tenn. 37416 | same               | 121C-B/121C-14 |

2529/702

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

Grantor warrants and will forever defend the right and title to the above described property unto Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed the day and year above written.

Wallace D. Smith by Julia C. Smith as Attorney in Fact under Power of Attorney dated September 3, 1978, recorded in Book 2529, Page 703, Register's Office, Hamilton County, Tennessee

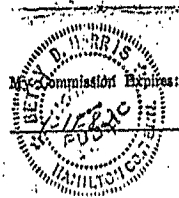
Julia C. Smith  
JULIA C. SMITH

Julia C. Smith  
Julia C. Smith, Attorney in Fact as aforesaid

STATE OF TENNESSEE  
COUNTY OF Hamilton

On this the 7th day of September, 1978, before me personally appeared Julia C. Smith individually and as Attorney in fact for Wallace D. Smith, as aforesaid to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and notarial seal.



Betty D. Harris  
Notary Public

STATE OF TENNESSEE  
COUNTY OF Hamilton

The undersigned Grantee hereby swears or affirms that the actual consideration for this transfer, or value of the property transferred, whichever is greater is \$ 29,848.41 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Alvin F. Cannon

Subscribed and sworn to before me on this the 7th day of September, 1978



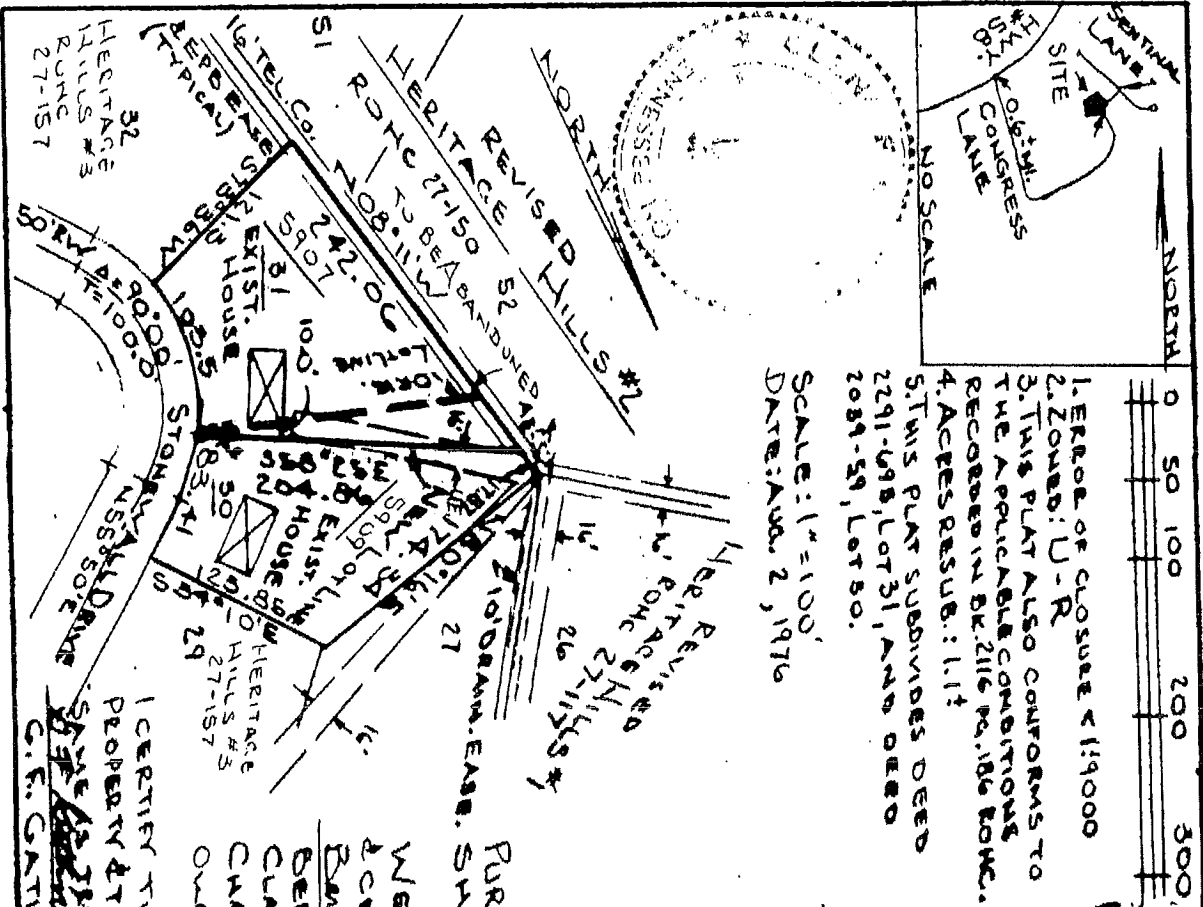
Betty D. Harris D-8-6-88  
Notary Public

IDENTIFICATION REFERENCE

SEP 17 9 57 AM '78

SEP 12<sup>R</sup> CONY 29,848.41  
SEP 12<sup>R</sup> VOCEED A\* 4.00  
SEP 12<sup>R</sup> STAX A\* 77.48  
SEP 12<sup>R</sup> PYTEE A\* .50 \*

DOROTHY P. BRAHMER  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE  
81.98



1. ERROR OF CLOSURE < 1/10000
2. ZONING: U-R
3. THIS PLAT ALSO CONFORMS TO THE APPLICABLE CONDITIONS RECORDED IN DE 2116 PG. 186 ROWC.
4. ACRES RESERVE: 1.114
5. THIS PLAT SUBDIVIDES DEED 2291-698, LOT 31, AND DEED 2081-591, LOT 30.

SCALE: 1" = 100'  
DATE: AUG. 2, 1976



I CERTIFY THAT I HAVE SURVEYED THE HEREIN DESCRIBED PROPERTY & THAT THIS PLAT CONFORMS TO SAID SURVEY & THE STATE AS TRUE RECORDS. C.F. CATLIN SURVEYING CO., INC. DMC 4509 HIXSON PK. HIXSON, TN 37443 BSE 7

PURPOSE OF PLAT: TO RESUBDIVIDE LOTS 30 & 31 AS SHOWN.

WE ACCEPT THIS AS OUR PLAN OF SUBDIVISION & CERTIFY THAT THE OWNERS OF THE LOTS, SHOWN

Bert O. Steward  
BERT O. STEWARD  
CLARK ROAD  
CHATT, TN 37416  
OWNER LOT 31

FRANK ROGERS  
FRANK ROGERS  
5909 STONEWALL D  
CHATT, TN 37416  
OWNER LOT 30

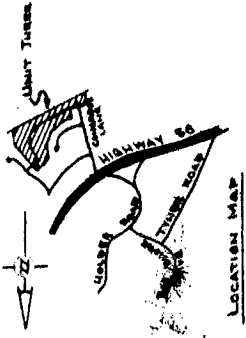
CORRECTIVE PLAT  
RESUB. LOTS 30 & 31 HERITAGE HILLS # 510  
R OHC 27-157 ~ HAMILTON COUNTY, TN.

RECORDED IN DE 2116 PG. 186 ROWC  
DATE 12-20-76  
BY [Signature]  
CATTANOOGUS SUBDIVISION OF  
HAMILTON COUNTY, TENNESSEE  
DATE 12-20-76  
BY [Signature]

State of Tennessee  
County of Hamilton  
Plat filed in Register's  
Office on DEC 21 1976  
Recorded in PLAT BOOK 39  
No 30 Page 39  
DOPOTHY P. [Signature] M.R. RE

30/39

State of Tennessee  
 County of Hamilton  
 Plat filed in Register's  
 Office on July 4, 1912  
 Record in Plat Book  
 No. 1172 Page 127  
 DONOVAN'S PERMANENT REGISTER  
 DATE July 4, 1912 BY John A. Spivey



# FINAL PLAT UNIT THREE HERITAGE HILLS SUBDIVISION

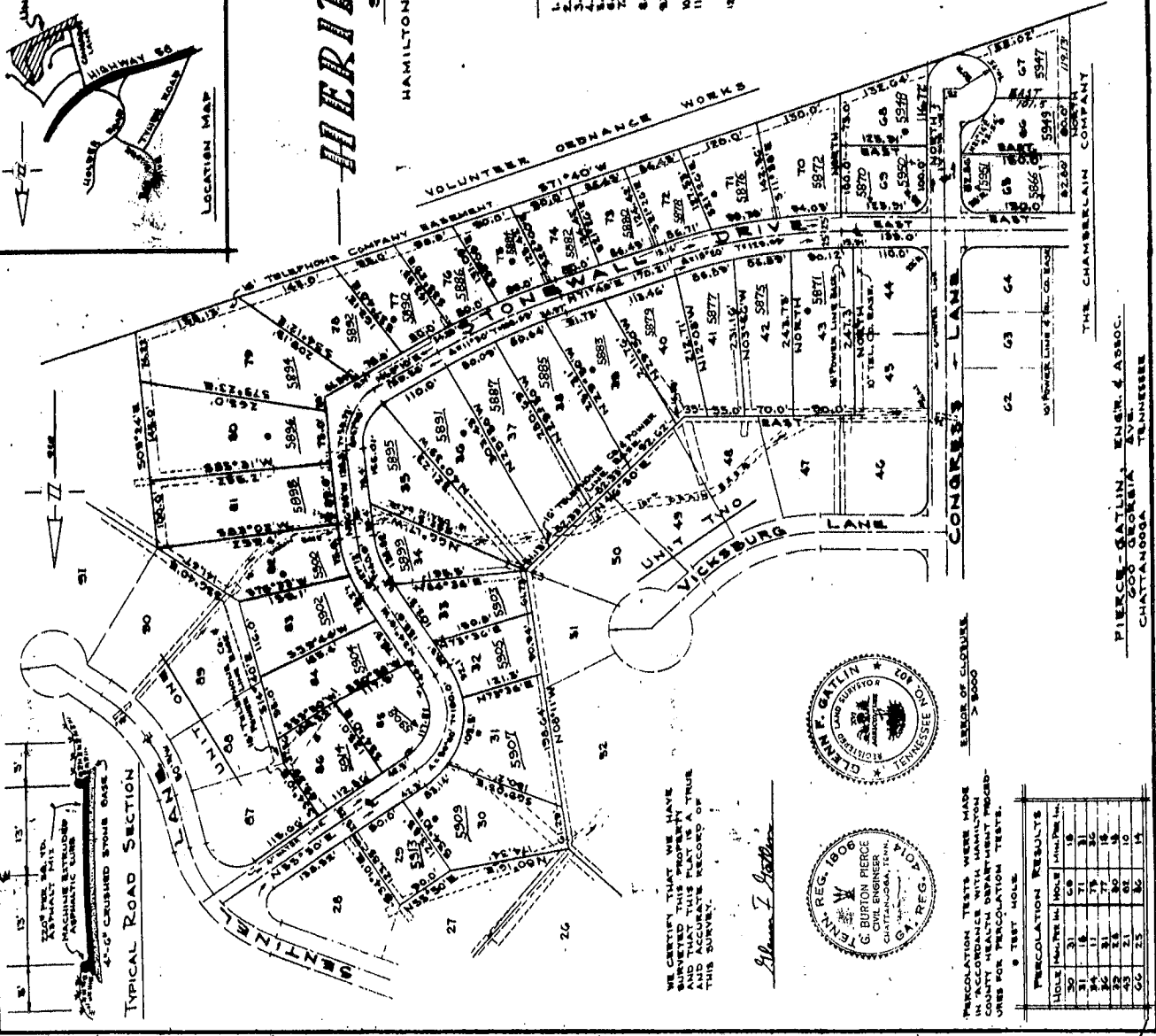
HAMILTON COUNTY, TENNESSEE

- NOTES
1. MINIMUM 25' FRONT SETBACK.
  2. MINIMUM 20' SIDE STREET SETBACK.
  3. MINIMUM 10' SIDE YARD SETBACK.
  4. 2' CORNER SETBACK.
  5. 2' CORNER INDUSTRIAL.
  6. AREA 18.3 AC.
  7. 5' DRAIN BASE, RESERVED ALONG ALL SIDE AND -
  8. WATER SUPPLY LINES TO BE LOCATED AT LEAST 10' FROM SEPTIC SYSTEM.
  9. IRON PIPES SET ON ALL CORNERS UNLESS OTHERWISE NOTED.
  10. WATER SUPPLIED FROM EAST BRANNED UTILITY.
  11. ALL BUILDING PERMITS MUST BE APPROVED BY THE HEALTH DEPARTMENT BEFORE THEY CAN BE ISSUED.
  12. SEWERAGE EASEMENTS THAT THE COUNTY ENGINEER REQUIRES MUST BE EITHER RIPRAP OR CONCRETE.

WE, THE CHAMBERLAIN COMPANY, HEREBY ADOPT THIS PLAN OF SUBDIVISION AND SHOWING TO THE PUBLIC USE FOREVER. WE ARE THE OWNERS OF THIS PROPERTY.

*John A. Chamberlain*  
 THE CHAMBERLAIN COMPANY, DEVELOPERS  
 720 WALNUT STREET  
 CHATTANOOGA

RR-3056



WE CERTIFY THAT WE HAVE SURVEYED THIS PROPERTY AND THAT THIS PLAT IS TRUE AND CORRECT AND ACCORDS WITH THE RECORDS OF THIS SURVEY.

*John F. Gatlin*



EDGE OF CLOSURE  
 > 5000

PERCOLATION TESTS WERE MADE IN ACCORDANCE WITH HAMILTON COUNTY HEALTH DEPARTMENT PROCEDURES FOR PERCOLATION TESTS.

PERCOLATION RESULTS

| HOLE | DEPTH IN FEET | PERCOLATION RATE |
|------|---------------|------------------|
| 30   | 31            | 18               |
| 31   | 31            | 18               |
| 32   | 31            | 18               |
| 33   | 31            | 18               |
| 34   | 31            | 18               |
| 35   | 31            | 18               |
| 36   | 31            | 18               |
| 37   | 31            | 18               |
| 38   | 31            | 18               |
| 39   | 31            | 18               |
| 40   | 31            | 18               |
| 41   | 31            | 18               |
| 42   | 31            | 18               |
| 43   | 31            | 18               |
| 44   | 31            | 18               |
| 45   | 31            | 18               |
| 46   | 31            | 18               |
| 47   | 31            | 18               |
| 48   | 31            | 18               |
| 49   | 31            | 18               |
| 50   | 31            | 18               |
| 51   | 31            | 18               |
| 52   | 31            | 18               |
| 53   | 31            | 18               |
| 54   | 31            | 18               |
| 55   | 31            | 18               |
| 56   | 31            | 18               |
| 57   | 31            | 18               |
| 58   | 31            | 18               |
| 59   | 31            | 18               |
| 60   | 31            | 18               |
| 61   | 31            | 18               |
| 62   | 31            | 18               |
| 63   | 31            | 18               |
| 64   | 31            | 18               |
| 65   | 31            | 18               |
| 66   | 31            | 18               |
| 67   | 31            | 18               |

PIERCE-GATLIN ENGINEERS & ASSOCIATES  
 600 GEORGIA AVE.  
 CHATTANOOGA

THE CHAMBERLAIN COMPANY



RESTRICTIVE COVENANTS ON HERITAGE HILLS SUBDIVISION - UNIT 3

PART A. PREAMBLE

Whereas a certain tract of land in Hamilton County, Tennessee, is being subdivided, and is now designated as Heritage Hills Subdivision Unit 2 as shown by plat thereof appearing of record in Plat Book 27, page 157, in the Register's Office of Hamilton County, Tennessee, the title to said real estate being vested in Suburban Homes Company of Chattanooga, Inc., and it being the intent and desire to promote a residential subdivision.

PART B. AREA OF APPLICATION

The residential area covenants in Part C in their entirety shall only apply to lots 29 thru 43, and 65 thru 86, Heritage Hills Subdivision, Unit Three and to the present and all future owners of such lots in said subdivision, excluding any land reserved for future development or adjacent property.

PART C. RESIDENTIAL AREA COVENANTS

1. LAND USE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling.
2. QUALITY 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 by the Quality Control Committee as to size, quality of workmanship and materials, harmony of external design with the existing structures, and as to location with respect to topography and finish grade elevation.
3. DWELLING SIZE, FEATURES, AND QUALITY. Each dwelling shall consist of:
  - a. A minimum finished floor area of 900 sq. ft. including the space taken by exterior frame walls and interior partitions but excluding the space taken by brick or stone veneer walls.
  - b. A minimum of one bath.
  - c. A minimum of an attached single carport or garage, if no garage facilities are provided in the basement.
  - d. A concrete or plant-mixed asphalt drive.
  - e. All rear and side foundation walls of concrete block must be either stuccoed or brick or natural stone veneered. Front foundation wall must be either brick or natural, stone veneered.
  - f. Asbestos siding, permastone, concrete or cinder blocks, and stucco are unacceptable exterior wall finishes, except stucco over concrete block on rear and side foundation walls. Any precast or cast in place concrete brick or stone has to have the written approval of the Quality Control Committee before construction begins.
4. BUILDING SETBACKS. No building shall be located on any lot nearer to the front lot line than 30 ft., or nearer than 20 ft. to any side street line, or nearer than 10 ft. to an interior lot line without prior written approval of the Quality Control Committee. In special cases because of lot shape or topography or other special conditions, the Quality Control Committee can permit a variance, but in no event less than a minimum setback of 25 ft. from the front street line, 20 ft. to any side street line, or 10 ft. to an interior lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building. Any request for variance must be in writing and the variance given in writing.
5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 ft. at the minimum building setback line or shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.
6. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved. The granting of these easements of right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement. A five foot drainage and utility easement is reserved on all interior lot lines where not otherwise provided for on recorded plat.



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7. 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 neighborhood.

8. 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. Any residence started must be completed within six months from the date footings are poured.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot or dwelling except one sign of not more than 6 sq. ft. advertising the property for sale or rent excluding the signs used during the construction and sales period.

10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. 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 provided that they do not constitute a public nuisance.

12. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and will not be visible from the street.

13. WATER SUPPLY. No individual system shall be permitted on any lot.

14. FENCES. No fences shall be allowed on the front property line and along the side property lines closer to the street than the projection of the rear line of the dwelling unless said fences are under 3' in height and approved in writing by the Quality Control Committee.

PART D. QUALITY CONTROL COMMITTEE

1. MEMBERSHIP. The Quality Control Committee is composed of J. R. Chamberlain, Jr., Bennett A. Johnson, Jr., Vernon D. Rutherford, all of Chattanooga, Tennessee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The Quality Control Committee further reserves the right to waive variances of the restrictions as long as they do not materially affect the provisions.

PART E. GENERAL PROVISIONS.

1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SUBURBAN HOMES COMPANY OF CHATTANOOGA, INC.

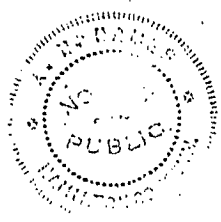
By: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, C. H. [Signature], a Notary Public duly appointed, commissioned, and qualified in and for the county aforesaid, personally appeared [Signature], with whom I am personally acquainted, and who upon his oath acknowledged himself to be the [Signature] of the Suburban Homes Company of Chattanooga, Inc., within named bargainor, a company, and that he as its [Signature], being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its [Signature], in testimony whereof, I hereunto set my hand and notarial seal in said county and state on the 7 day of [Month], 19 72.

[Signature]  
Notary Public

My Commission Expires:  
7-21-73



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JAN 7 1 00 PM '72  
DEPT. OF REVENUE  
TENN. STATE

JAN-72 MISC A\* 6.00 \* 6.00