

11/2/78

Covenants  
for  
Pine Hedge Subdivision

1. No residential building shall be erected or maintained on any lot having a ground floor area of less than 1200 square feet including garages and porches.
2. Building exteriors must be of brick, stone, or drop siding except a log house of rustic structure may be constructed. Exteriors must be painted, stained or otherwise finished.
3. Any garage erected or maintained must conform in appearance and construction to the residence on such lot.
4. No outside toilets or privies shall be erected or maintained on any lot. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Rhea County and the state of Tennessee.
5. No animals or birds, other than household pets, shall be kept on any lot.
6. The placing of house trailers, modular homes, campers, regardless of size and facilities, shall be prohibited on any lot.
7. No vehicle of any kind, that does not run, will be allowed on any lot.
8. Trash, refuse and other debris are to be kept in closed containers and the contents disposed of regularly.
9. No part of said premises shall be used for commercial or manufacturing purposes.

IN THE CHANCERY COURT FOR RHEA COUNTY, TENNESSEE AT DAYTON:

JERRY TRAVIS, ET AL. :

Plaintiffs :

VERSUS :

ROY PELFREY, ET UX. :

Defendants :

VERSUS :

ELIZABETH ANN HANNA, ET AL. :

VERSUS :

GEORGE E. PARROTT, ET UX, ET AL. :

CIVIL ACTION NO: 7026

FILED SEP 29 1985 at 9:50 AM

*Ray M. ...*  
CLERK AND MASTER  
*James V. ...*

ORDER

This cause came on to be heard on this the 23rd day of October, 1985 before the Honorable L.F. Stewart, Chancellor; upon a Complaint, as amended, Answer thereto, Third Party Complaint, and Answer thereto, previous Orders of the Court, whereupon it was announced by the attorneys representing the respective parties that the parties had entered into an Agreement as to the judicial restrictions which should be applied to Pine Henge Subdivision as provided in the Amended Complaint, and the Court after hearing the Agreement does hereby approve same and make it an Order of this Court.

IT IS THEREFORE ORDERED that the following restrictions are made applicable to Pine Henge Subdivision as shown by plat of record in Plat Book 3, page 289, Register's Office, Rhea County, Tennessee and shall be restrictions that run with the land and shall be applicable from and after October 23, 1985 with the structures in existence as of October 23, 1985 being approved as conforming structures.

IT IS THEREFORE ORDERED that the restrictions are as follows:

1. That only single family residential structures shall be erected or maintained on any lot and said single family residential structure shall have

no less than 1400 square feet of heated living space with the maximum height of any structure being 22 feet which shall be measured from the top of the foundation to the eave line.

2. That building exteriors must be of brick, stone, drop, vertical or horizontal siding, except a log house of rustic structure may be constructed. Exteriors must be painted, stained or otherwise finished.

3. Any garage erected or maintained must conform in appearance and construction to the residence on such lot.

4. No outside toilets or privies shall be erected or maintained on any lot. All sanitary plumbing shall conform with the minimum requirements of the Health Department of Rhea County and the State of Tennessee.

5. No animal or birds other than household pets shall be kept on any lot.

6. The placing of house trailers, modular homes, campers, boat trailers, regardless of size and facilities, shall be prohibited on any lot unless said item as listed herein, and as allowed to be placed upon the property by any governmental restrictions, is housed in a garage or carport.

7. No vehicle of any kind that does not run, shall be allowed on any lot.

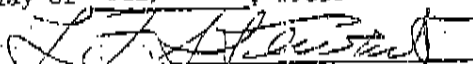
8. Trash, refuse and other debris are to be kept in closed containers and the contents disposed of regularly.

9. No part of said premises shall be used for commercial or manufacturing purposes.


IT IS FURTHER ORDERED, except as set out herein, that all other relief prayed for in the Complaint as amended or the Third Party Complaint is hereby denied and this action is dismissed.

The costs of the cause are adjudged equally between every property owner of Pine Henge Subdivision as of the 19th day of July, 1985.

APPROVED BY:

  
L.F. Stewart - Chancellor

J. ARNOLD FITZGERALD

BY:   
Attorney for Jerry E. Lewis, et ux, Martin H. Bailey, et ux  
P.O. Box 227  
Dayton, Tennessee 37321

GARY FRITTE

BY: Gary M. Fritte  
Attorney for Roy Peffrey, et ux  
P.O. Box 267  
Dayton, Tennessee 37321

JAMES W. MCKENZIE

BY: James W. McKenzie  
Attorney for Thomas Clayton, et ux, William  
F. Schrimphar, et ux, Kenneth Fromake, et ux,  
Carl Wilkey, et ux, Robert E. Vogt, et ux,  
Charles F. Morgan, et ux, and Chester Peader-  
grass, et ux  
P.O. Box 174  
Dayton, Tennessee 37321

SWAFFORD & SWAFFORD

BY: Phill Swafford  
Attorney for Nicky Conley, et vir, Ron Bryant,  
et ux, Elizabeth Hannah, Theodore Engle, et ux,  
Harry Shelton, Floyd Spivey, et ux, Daniel  
Brunner, et ux, Robert Andrews, et ux, Jerry  
Osborne, et ux, Floyd Spivey, Jr., et ux  
P.O. Box 649  
Dayton, Tennessee 37321

STATE OF TENNESSEE, RHEA COUNTY  
I, the undersigned Clerk and Master, do hereby certify  
that this is a true and correct copy of the original  
of this instrument filed in this cause.  
This ~~year~~ day of October, 1988  
James W. McKenzie  
Clerk and Master

STATE OF TENNESSEE, RHEA COUNTY  
The foregoing instrument and certificate were noted in Note Book 9,  
Page 576 at 10:10 o'clock A.M. on Oct 25, 1988 and recorded  
in Deed Book 197, Series 386-388 Page 386-388 State Tax  
Paid \$          Fee          Recording Fee          Total \$ 12.00  
Witness My hand, Receipt No. 2215  
Phill Swafford  
Register



**Date:** 4/2/2010  
**To:** Solid Earth Document Fax Service  
**Fax#:** 256-799-2238  
**From:** LISA WOODY  
**Re:** Barcode#: \*-8-1144294262\*  
**Document Type:** Plat Map For MLS#: 1144294

**FAX-IN DOCUMENT DIRECTIONS**

Attach this cover page and fax your document(s) to 256-799-2238 .Once received, we will automatically process the documents and they will be viewable on your LIST-IT MLS System in approximately 5 minutes.

**Note:** To fax more than one document at a time, separate each document type with a new cover sheet and the system will automatically process them.

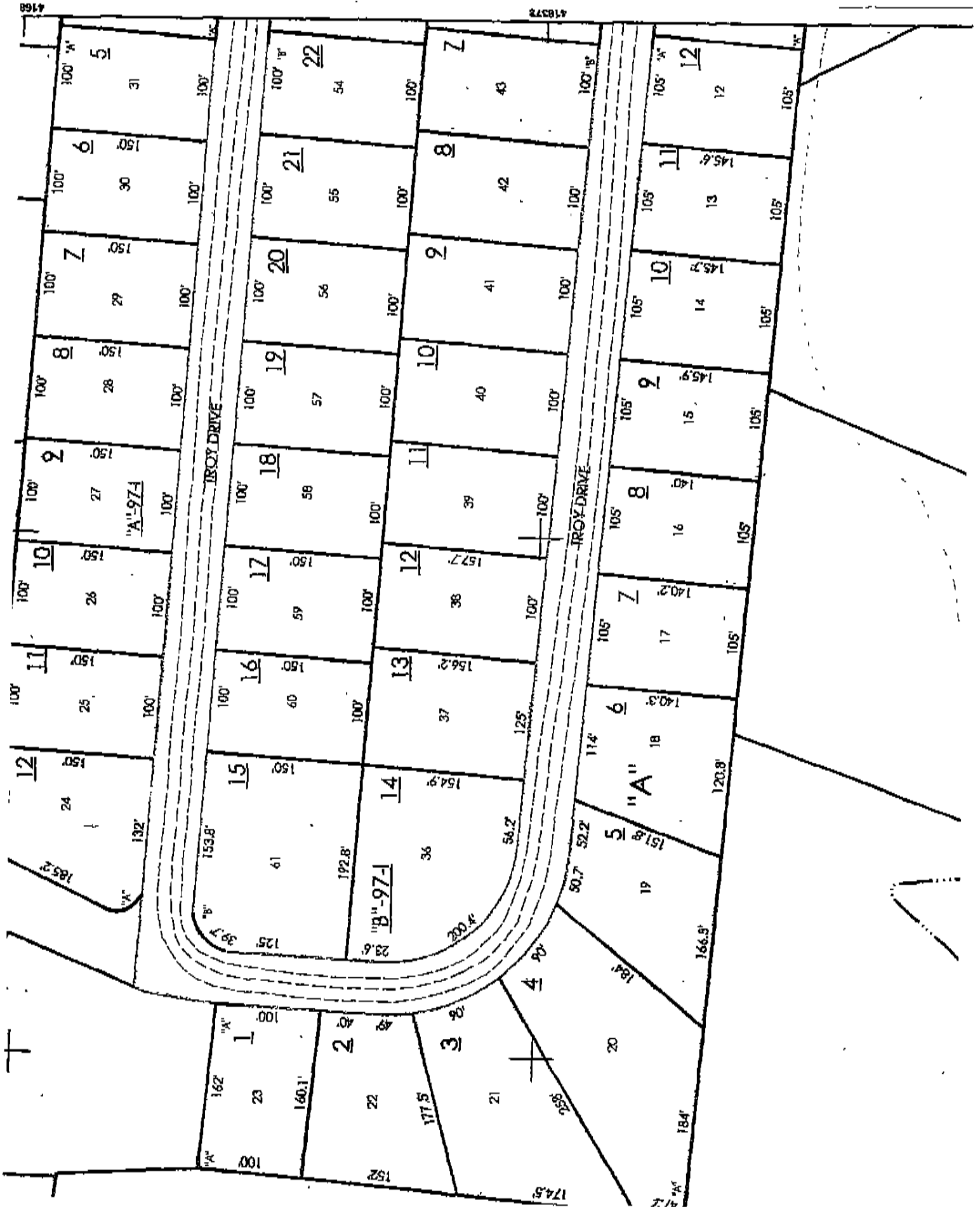
\*\*\*\*\*  
**READ THIS BEFORE FAXING**  
 \*\*\*\*\*

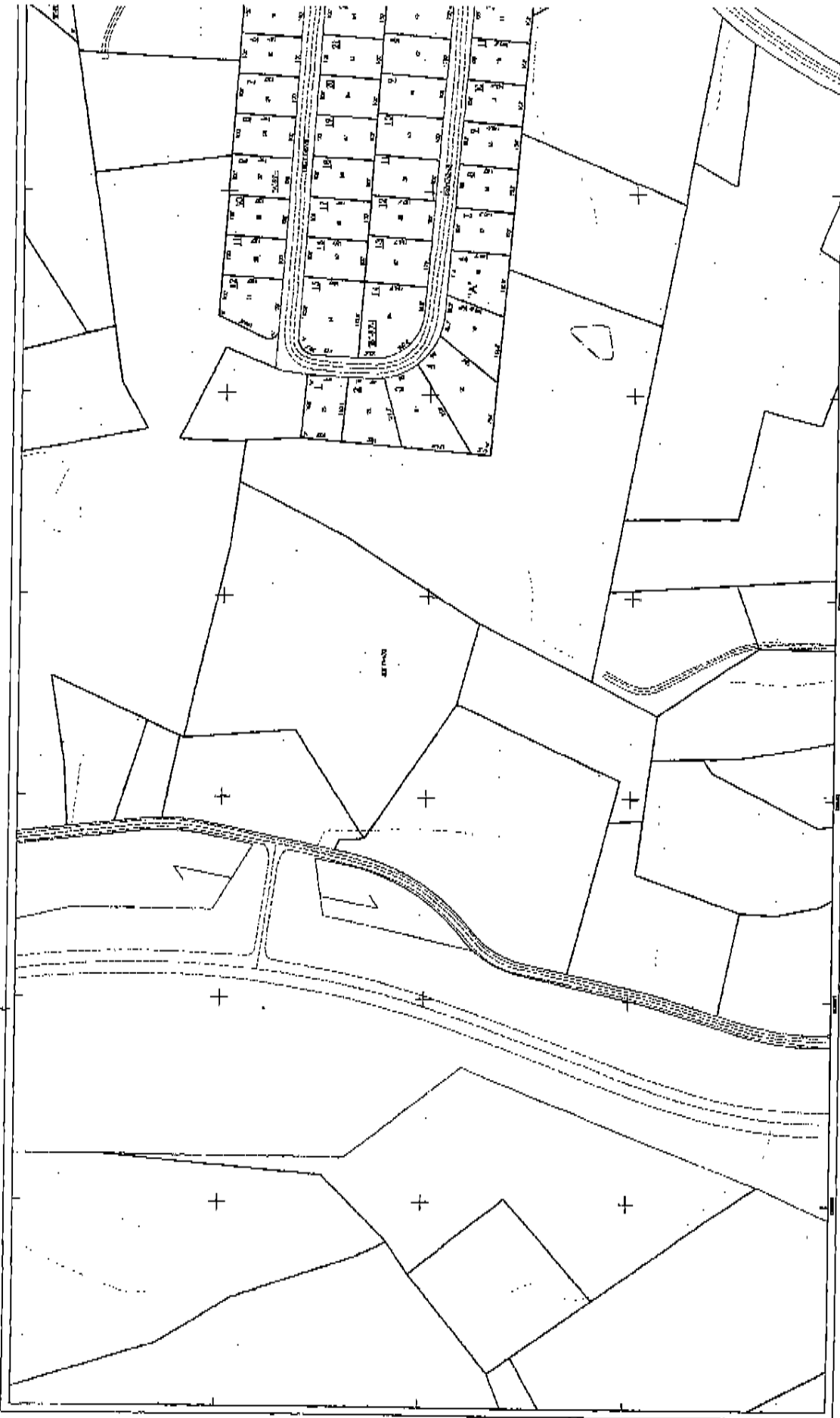
- \* Barcode is at top of cover sheet AND is clear and legible
- \* Separate cover sheets for each document and fax # is correct
- \* Document and cover sheet are not faxed upside-down

\*\*\*\*\*

**HELP! My Document Is not showing up!** If your document does not appear on the MLS System within 10 minutes please check the items above before attempting to re-fax.

If you have checked all the items above and are still not seeing your document on the MLS, notify your local association and describe the problem (make sure to reference the MLS # and the document type).





**Parcel Boundary**

PARCEL BOUNDARY: ---  
 PARCEL CENTERLINE: ---  
 EASEMENT: ---  
 RIGHT-OF-WAY: ---  
 EGRESS: ---  
 UTILITY: ---  
 EGRESS: ---

**Planimatic Map**

ROADWAY: ---  
 ALLEYWAY: ---  
 STREAM: ---  
 FENCE: ---  
 EGRESS: ---  
 EGRESS: ---  
 EGRESS: ---

1" = 100'  
 Scale 1" = 100'

N

RHEA COUNTY, TN  
 SCALE 1" = 100'  
 DATE: 12/21/2009  
 LAST REVISED: 12/21/2009

NAME	MAIL	DATA	UNIT
PREL	0000	0000	0000
ORLY	0000	0000	0000

DISTRICT: 4  
 IN SERVICE PLANS: H 100  
 COUNTY: RHEA  
 CITY/TOWN: BAYTOWN

UNP. NO.: 096L





**Date:** 4/2/2010  
**To:** Solid Earth Document Fax Service  
**Fax#:** 256-799-2238  
**From:** LISA WOODY  
**Re:** Barcode#: \*-9-1144294262\*  
**Document Type:** Other For MLS#: 1144294

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\*\*\*\*\*  
**READ THIS BEFORE FAXING**  
 \*\*\*\*\*

- \* Barcode is at top of cover sheet AND is clear and legible
  - \* Separate cover sheets for each document and fax # is correct
  - \* Document and cover sheet are not faxed upside-down
- \*\*\*\*\*

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If you have checked all the items above and are still not seeing your document on the MLS, notify your local association and describe the problem (**make sure to reference the MLS # and the document type**).



## CONFIRMATION OF AGENCY STATUS

81 Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or  
 82 seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The  
 83 purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this  
 84 confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee  
 85 (or licensee's company) is as follows in this transaction:

86 The real estate transaction involving the property located at:  
 87 281 Troy Drive, Dayton, TN 37321

PROPERTY ADDRESS

ONE of the Following Options MUST be completed by the Licensee:

OPTION I (for Listing Licensee)	OPTION II (for Selling Licensee)
90 _____ 91 <u>Lisa Woody</u> 92 LICENSEE NAME  93 in this consumer's current or prospective transaction, is 94 serving as:  95 <input type="checkbox"/> <b>Transaction Broker or Facilitator.</b> 96 (not an agent for either party).  97 <input type="checkbox"/> <b>Agent for the Seller.</b>  98 <input type="checkbox"/> <b>Disclosed Dual Agent (for both parties),</b> 99 with the consent of both the Buyer and the Seller 100 in this transaction. 101 <input checked="" type="checkbox"/> <b>Designated Agent for the Seller.</b>	_____ LICENSEE NAME  in this consumer's current or prospective transaction, is serving as:  <input type="checkbox"/> <b>Transaction Broker or Facilitator.</b> (not an agent for either party).  <input type="checkbox"/> <b>Agent for the Seller.</b>  <input type="checkbox"/> <b>Agent for the Buyer.</b>  <input type="checkbox"/> <b>Disclosed Dual Agent (for both parties),</b> with the consent of both the Buyer and the Seller in this transaction.  <input type="checkbox"/> <b>Designated Agent for the Seller.</b>  <input type="checkbox"/> <b>Designated Agent for the Buyer.</b>

104 This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer  
 105 to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the licensee is listing a  
 106 property without an agency agreement) prior to execution of that listing agreement. This document also serves as  
 107 confirmation that the licensee's Agency or Transaction Broker status was communicated orally before any real estate services  
 108 were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any  
 109 complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of  
 110 limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710  
 111 James Robertson Parkway, 3<sup>rd</sup> Floor, Nashville, TN 37232, PII: (615) 741-2273. This notice by itself, however, does not  
 112 constitute an agency agreement or establish any agency relationship.

113 Acknowledgement of confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of  
 114 Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

115 <u>Michie McClure</u> _____ <u>3/28/10</u> 116 Seller Signature _____ Date 117 <u>Wilma McClure</u> _____ <u>3/28/10</u> 118 Seller Signature _____ Date 119 <u>Lisa Woody</u> _____ <u>3-28-10</u> 120 Listing Licensee _____ Date Lisa Woody _____ 121 Select Property Brokers, LLC 122 Listing Company	_____ Buyer Signature _____ Date  _____ Buyer Signature _____ Date  _____ Selling Licensee _____ Date  _____ Selling Company
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## DISCLAIMER NOTICE

- 1 The Brokers and their affiliated licensees (hereinafter collectively "Licensees") involved in the Purchase and Sale  
 2 Agreement (hereinafter "Agreement") regarding real estate located at  
 3 281 Troy Drive, Dayton, TN 37321 (hereinafter "Property")  
 4 are not attorneys and are not structural or environmental engineers. They are engaged in bringing together buyers  
 5 and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed  
 6 opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and  
 7 buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making  
 8 decisions about any of the following matters, including the selection of any professional to provide services on  
 9 behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified  
 10 professional", who complies with all applicable state/local requirements, which may include licensing, insurance,  
 11 and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to  
 12 purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough  
 13 time to get an evaluation of the following matters from an independent, qualified professional. The matters listed  
 14 below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with  
 15 whom you work. These items are examples and are provided only for your guidance and information.
- 16 1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional  
 17 engineers or other independent, qualified professionals to ascertain the existence of structural issues, the  
 18 condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
  - 19 2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the  
 20 condition of the roof.
  - 21 3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for  
 22 determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning,  
 23 plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like  
 24 the Tennessee Department of Commerce & Insurance ([www.tn.gov](http://www.tn.gov)), the American Society of  
 25 Home Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nachi.org](http://www.nachi.org)),  
 26 and Home Inspectors of Tennessee ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an  
 27 inspector, including whether he has complied with State and/or local licensing and registration requirements  
 28 in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-  
 29 plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
  - 30 4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that  
 31 you use the services of a licensed, professional pest control company to determine the presence of wood  
 32 destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any  
 33 potential damage from such.
  - 34 5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold,  
 35 asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-  
 36 voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate,  
 37 remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable  
 38 professionals and inspectors in all areas of environmental concern.
  - 39 6. **SQUARE FOOTAGE.** There are many ways of measuring square footage. Information is sometimes  
 40 gathered from tax or real estate records on the property. Square footage provided by builders, real estate  
 41 licensees, or tax records is only an **estimate** with which to make comparisons, but **it is not guaranteed**. It is  
 42 advised that you have a licensed appraiser determine actual square footage.



- 43 7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A  
 44 true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even  
 45 a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things  
 46 happen. **NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion  
 47 (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.
- 48 8. **BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, AND ACREAGE.** It is strongly advised  
 49 that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines,  
 50 easements, encroachments, flood zones, total acreage, etc., clearly identified. It is also advised that you **not**  
 51 rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data  
 52 for this information, even if acceptable to your lender.
- 53 9. **ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes,  
 54 covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental  
 55 repair requirements and related issues need to be verified by the appropriate sources in writing. If your  
 56 projected use requires a zoning or other change, it is recommended that you either wait until the change is **in**  
 57 **effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.
- 58 10. **UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The  
 59 availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water  
 60 supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be  
 61 verified by the appropriate sources in writing. You should have a professional check access and/or  
 62 connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or  
 63 wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is  
 64 recommended that sellers and/or buyers request a copy of the information contained in the file for the  
 65 property maintained by the appropriate governmental permitting authority. If the file for this property cannot  
 66 be located or you do not understand the information contained in the file, you should seek professional advice  
 67 regarding this matter. For unimproved land, septic system capability can only be determined by using the  
 68 services of a professional soil scientist and verifying with the appropriate governmental authorities that a  
 69 septic system of the desired type, size and cost can be permitted and installed to accommodate the size home  
 70 that you wish to build.
- 71 11. **FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that  
 72 you have a civil or geotechnical engineer or other independent expert determine the risks of flooding,  
 73 drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk  
 74 of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the  
 75 proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and  
 76 elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.
- 77 12. **SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently  
 78 confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other  
 79 school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate  
 80 sources in writing.
- 81 13. **INFORMATION ABOUT CRIMES OR SEX OFFENDERS.** You should consult with local, state and  
 82 federal law enforcement agencies for information or statistics regarding criminal activity at or near the  
 83 property or for the location of sex offenders in a given area.
- 84 14. **LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on  
 85 any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the  
 86 property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate  
 87 licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.
- 88 15. **RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any  
 89 inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a  
 90 courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers  
 91 have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You  
 92 are advised to contact several sources and independently investigate the competency of any inspector,



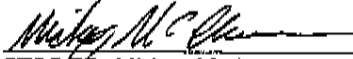

93 contractor, or other professional expert, service provider or vendor and to determine compliance with any  
94 licensing, registration, insurance and bonding requirements in your area.

95 **The buyers and sellers acknowledge that they have not relied upon the advice, casual comments, or verbal**  
96 **representations of any real estate licensee relative to any of the matters itemized above or similar matters.**  
97 **The buyers and sellers understand that it has been strongly recommended that they secure the services of**  
98 **appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and**  
99 **counsel about these and similar concerns.**

100 The party(ies) below have signed and acknowledge receipt of a copy.

101	BUYER	BUYER
102	_____	_____
103	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
104	Date	Date

105 The party(ies) below have signed and acknowledge receipt of a copy.

106		
107	SELLER Mickey McClure	SELLER Wilma McClure
108	3-28-10 at 3:50 o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	3-28-10 at 3:50 o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm
109	Date	Date

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