

J17-37

BOOK 3953 PAGE 420

AMENDMENT OF RESTRICTIVE COVENANTS
ON
BRADY POINT DEVELOPMENT CORP. SUBDIVISION

We, JAMES E. BALLARD and wife, ANNE M. BALLARD, do hereby amend paragraph (f) of that certain Restrictive Covenants On Lots 12, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Brady Point Development Corp. Subdivision document of record in Book 3449, page 293, in the Register's Office of Hamilton County, Tennessee, to read as follows:

(f) It shall be permissible for James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, to rearrange boundary lines of lots owned by them, if so desired, and to combine lots or parts of lots owned by them into one building plot, providing the same does not result in an increase in the number of lots shown on said plat.

IN WITNESS WHEREOF we have hereunto set our hands, on this the 5th day of March, 1992.

James E. Ballard
JAMES E. BALLARD
Anne M. Ballard
ANNE M. BALLARD

STATE OF TN
COUNTY OF HAMILTON

On this 5th day of March, 1992, before me personally appeared JAMES E. BALLARD and wife, ANNE M. BALLARD, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

K. L. Jones
NOTARY PUBLIC

My commission expires:

9-20-94

OK 184217

03/06/92

MISC

8.00

**8.00 B

057591

SARAH P. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'92 MAR 6 AM 8 54

BY: K. L. Jones
DEPUTY

REPT. # 504155

PREPARED BY
MALE, HALE & MCINTURFF
ATTORNEYS AT LAW
734 CHERRY STREET
CHATTANOOGA, TENNESSEE
37402

B13-45

BOOK 3449 PAGE 293

RESTRICTIVE COVENANTS ON LOTS 12, 15, 16, 17, 18, 19, 20,
21, 22, 23 AND 24, BRADY POINT DEVELOPMENT CORP. SUBDIVISION

WHEREAS, the undersigned, James E. Ballard and wife, Anne M. Ballard, are the beneficial owners, either jointly or individually, of Lots 12, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, shown on plat of Brady Point Development Corp. recorded in Plat Book 43, page 31, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the plan of James E. Ballard and wife, Anne M. Ballard to devote said Lots 12, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 to restricted residential use and purposes;

NOW, THEREFORE IN CONSIDERATION of the premises, and for the protection of the present owners as well as the future owners and purchasers of said Lots 12, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in said subdivision, this declaration and agreement is made;

Each and every conveyance of any one of said Lots 12, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall be subject to conditions, reservations, covenants and agreements, which will run with the land, as follows:

(a) All of said lots 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 which must have an attached 2 (or more)-car garage. Carports are not permitted.

(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 a 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 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 (c) being to prevent the use thereon of a garage, incomplete structure, trailer, 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, mobile homes and similar structures, shall be erected or permitted to remain on any lot except during the period of construction.

(d) 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. All landscaping must be completed within 120 days of completion of construction of the residence, or within 120 days of the date on which the residence is first occupied, whichever first occurs.

(e) No ranch-type dwelling shall be erected or permitted to remain on any one of said residential lots having less than 2,500 square feet of enclosed living area on the ground floor. No one and one-half (1-1/2) or two (2) story dwelling shall be erected or permitted to remain on any one of said residential lots having less than a total enclosed living area of 3,200 square feet, 1,500 square feet of which total must be on the ground floor of a two (2) story dwelling, and 1,900 square feet of which total must be on the ground floor of a one and one-half (1-1/2) story dwelling. In computing said square footage requirements, no area within an open or closed porch, a garage and/or basement (whether said basement is finished or not) shall be included. Garages shall be located so that the interior of the garage will not be visible from the street when the garage doors are open. Driveways of adjacent lots shall not join each other.

PREPARED BY
HALE, HALE & MCINTURFF
ATTORNEYS AT LAW
724 CHERRY STREET
CHATTANOOGA, TENNESSEE
37402

James E. Ballard
1115 James Blvd.
Signal Mtn, Tenn. 37377
mle

BOOK 3449 PAGE 294

(f) It shall be permissible for James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plot, providing the same does not result in an increase in the number of lots shown on said plat.

(g) No asbestos siding or permastone shall be used on a dwelling house on any of said lots. If concrete blocks are used in the construction of a dwelling on the front and/or sides thereof, they must be covered with masonry; if concrete blocks are used in the construction of a dwelling on the rear portion thereof, they may, of course, be covered with masonry; but, if they are not covered with masonry, then they must be covered with stucco. All chimneys shall be of masonry construction.

(h) No building, boundary fence or wall, or other structure, or landscaping, shall be commenced, erected or placed or altered on said land until the plans and specifications therefor showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns; provided, however, that if James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after submission for approval, such plans, specifications and locations shall be conclusively deemed to have received the approval of James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns.

(i) James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, shall have the right to disapprove any plans, specifications or locations which, in their opinion, are not suitable or desirable for aesthetic or other reasons; and, in so passing upon such plans, specifications and locations, they shall have the right to require as many as four (4) elevation drawings to scale, together with typographic recordings of the site related to the road on which the land fronts, and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and of the site upon which it is to be erected, the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring properties. No chainlink fences will be permitted under any circumstances. No fences will be permitted which will unreasonably obscure or interfere with the view obtained from any other lot through the lot on which the fence in question is to be erected. No structure of any kind, such as pool house, gazebo, landscaping, etc., shall unreasonably restrict or obscure the scenic view obtained from any lot through the lot upon which the structure is to be erected or has been erected. The majority of the trees may not be removed from any lot except in the area of the lot upon which the house and driveways 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. No cars or other vehicles may be parked on the street overnight. All mailboxes will be of equal quality and design conformity. There will be no mass communicational signal receiving devices such as television satellite dishes or antennas. All garbage cans, pool equipment, etc., will be stored in an enclosure so as not to be visible from the street or from adjacent lots.

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

(k) 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 that an owner of a lot in said subdivision fails, of his own volition, to maintain his lot in a neat and orderly condition, James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, 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.

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(l) There shall be no 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 the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements as set forth in (e) above.

(m) All driveways must be paved with concrete or hot plant mix asphalt unless some other special surface is approved by James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns.

(n) Any damage done to street or curbing by the owner of any lot or by a contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner or contractor.

(o) No split-foyer dwellings shall be erected or maintained on any one of said lots.

(p) No lot or portion of a lot shall ever be used for private or public road or street purposes.

(q) No residence shall be placed or permitted to remain on a lot so as to be located nearer than 30 feet to the front lot line, nor nearer than 15 feet to the side lot lines. For the purposes of this paragraph, the line of a lot that fronts on a road shall be the front line of that lot; the front line of Lot 12 could be either the lot line fronting on Ballard Bluff or the lot line fronting on Mathes Lane.

(r) There will be no altering of drainage patterns which could affect the adjacent lot.

(s) James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, reserve the right, at any time, to modify or change set-back restrictions with respect to any lot in the event of a minor violation of the same caused by inadvertence or by the irregular shape of any lot. A statement of modification contained in any instrument duly acknowledged and recorded in the Register's Office of Hamilton County, Tennessee, shall be conclusive and binding upon all parties that the violation therein dealt with is minor in nature and caused by inadvertence or was necessitated by the irregular shape of the particular lot, and that the new set-back restrictions contained in any such instrument are controlling for that particular lot over any contrary set-back provisions contained in this instrument. Such modification or change shall be applicable only to the specific lot or lots designated in such instrument.

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 affect in no wise 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.

It is expressly stipulated that the restrictive covenants and conditions set forth in this instrument apply solely to the herein listed lots in Brady Point Development Corp. and are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by James E. Ballard and wife, Anne M. Ballard, or either of them.

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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 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 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 obligated covenants and conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

Providing, that 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 James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, 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 that side will be necessary.

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 James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs 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 so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees.

IN WITNESS WHEREOF we, James E. Ballard and wife, Anne M. Ballard, have hereunto set our hands, on this the 07th day of February, 1988.

James E. Ballard
JAMES E. BALLARD
Anne M. Ballard
ANNE M. BALLARD

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

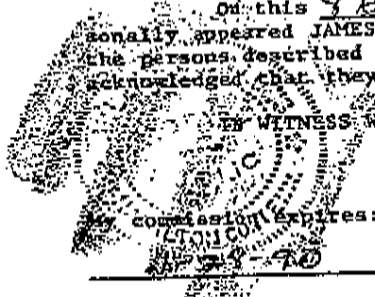
G2/08/88 MISC

12.00

**12.00 C

On this 9th day of February, 1988, before me personally appeared JAMES E. BALLARD and wife, ANNE M. BALLARD, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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



Delene Swallows
NOTARY PUBLIC

IDENTIFICATION REFERENCE
FEB 0 11 09 AM '88
STATE OF TENNESSEE

B 2736

17

NAME/ADDRESS OF NEW OWNER(S):	SEND TAX BILLS TO:
JEFFERY PAUL & CAROL A. SODEMANN	"SAME"
2135 W. Fairmount Rd.	
Signal Mtn, TN 37377	
TAX MAP PARCEL NUMBER(S) 10, R-A-026.02	

104505 (1)

IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged:

We, REX ALLEN and wife, DEBRA H. ALLEN, do hereby sell, transfer and convey unto JEFFERY PAUL SODEMANN and wife, CAROL A. SODEMANN, the following described Real Estate:

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Lot Twelve (12), Brady Point Development Corp., as shown by corrective plat of record in Plat Book 59, page 71, in the Register's Office of Hamilton County, Tennessee.

REFERENCE is made for prior title to Deed of record in Book 3953, page 421, in the Register's Office of Hamilton County, Tennessee.

SUBJECT TO Restrictive Covenants contained in document of record in Book L, Vol. 13, page 198, as modified in Book M, Vol. 20, page 1, as accepted in Book R, Vol. 25, page 629, and in Book 346, page 62, in the Register's Office of Hamilton County, Tennessee; and, Restrictive Covenants of record in Book 3449, page 293, as amended in Book 3953, page 420, 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.

SUBJECT TO sewer easement as shown by dotted lines on said plat.

SUBJECT TO power, telephone and cable T.V. easement as shown by dotted lines on said plat.

SUBJECT TO all stipulations on said plat.

SUBJECT TO Governmental zoning and subdivision ordinances or regulations in effect thereon.

No boundary survey of the within land was made at the time of this conveyance; its description is different from previous deed(s), and the source of that description is: Plat of record in Plat Book 59, page 71, in the Register's Office of Hamilton County, Tennessee.

TO HAVE AND TO HOLD the said described Real Estate unto the said JEFFERY PAUL SODEMANN and wife, CAROL A. SODEMANN, their heirs and assigns forever in fee simple.

cc 1-8895

Prepared By:
Hale, Hale & McInurff
Attorneys at Law
724 Chewy Street
Chattanooga, TN 37402

013-45

BOOK 3449 PAGE 293

RESTRICTIVE COVENANTS ON LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24, BRADY POINT DEVELOPMENT CORP. SUBDIVISION

WHEREAS, the undersigned, James M. Ballard and wife, Anne M. Ballard, are the beneficial owners, either jointly or individually, of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, shown on plat of Brady Point Development Corp. recorded in Plat Book 3449, page 293, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the plan of James M. Ballard and wife, Anne M. Ballard to devote said Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 to restricted residential use and purposes;

NOW, THEREFORE IN CONSIDERATION of the premises, and for the protection of the present owners as well as the future owners and purchasers of said Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in said subdivision, this declaration and agreement is made:

Each and every conveyance of any one of said Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall be subject to conditions, reservations, covenants and agreements, which will run with the land, as follows:

(a) All of said lots shall be used for residential purposes, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling which shall have an attached 2 (or more) car garage. Carports are not permitted.

(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 a 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 storage of other equipment inconsistent with ordinary residential uses.

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

(d) Any residence being erected on a lot shall be completed within twelve (12) months from the date of the pouring of the concrete for said foundation. All landscaping must be completed within 180 days of completion of construction of the residence, or within 120 days of the date on which the residence is first occupied, whichever first occurs.

(e) No ranch-type dwelling shall be erected or permitted to remain on any one of said residential lots having less than 20,000 square feet of finished living area on the ground floor. No one and one-half story ranch-type dwelling shall be erected or permitted to remain on any residential lot having less than a total enclosed living area of 2,000 square feet, of which total must be on the ground floor of 1,000 square feet, and 1,000 square feet of the total must be on the second floor. No one and one-half (1 1/2) story dwelling shall be erected or permitted to remain on any residential lot having less than a total enclosed living area of 2,000 square feet, of which total must be on the ground floor of 1,000 square feet, and 1,000 square feet of the total must be on the second floor. No one and one-half (1 1/2) story dwelling shall be erected or permitted to remain on any residential lot having less than a total enclosed living area of 2,000 square feet, of which total must be on the ground floor of 1,000 square feet, and 1,000 square feet of the total must be on the second floor. No one and one-half (1 1/2) story dwelling shall be erected or permitted to remain on any residential lot having less than a total enclosed living area of 2,000 square feet, of which total must be on the ground floor of 1,000 square feet, and 1,000 square feet of the total must be on the second floor.

James M. Ballard
1115 James Blvd.
Signal Springs, Tenn. 37887

2500
3000
1500

BOOK 3449 PAGE 294

(f) It shall be permissible for James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plot, providing the area does not result in an increase in the number of lots shown on said plat.

(g) No asbestos siding or perlacrete shall be used on a dwelling house on any of said lots. If concrete blocks are used in the construction of a dwelling on the front and/or sides thereof, they must be covered with masonry; if concrete blocks are used in the construction of a dwelling on the rear portion thereof, they may, of course, be covered with masonry; but, if they are not covered with masonry, then they must be covered with stucco. All chimneys shall be of masonry construction.

(h) No building, boundary fence or wall, or other structure, or landscaping, shall be commenced, erected or placed or altered on said land until the plans and specifications therefor showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns; provided, however, that if James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after submission for approval, such plans, specifications and locations shall be conclusively deemed to have received the approval of James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns.

(i) James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, shall have the right to disapprove any plans, specifications or locations which, in their opinion, are not suitable or desirable for aesthetic or other reasons; and, in so passing upon such plans, specifications and locations, they shall have the right to require as many as four (4) elevation drawings to scale, together with typographic renderings of the site related to the road on which the land fronts, and to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built and of the site upon which it is to be erected, the total investment contemplated, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the subject tract, street or neighboring properties. No chainlink fences will be permitted under any circumstances. No fences will be permitted which will substantially interfere with the view obtained from any other lot through the lot in which the fence in question is to be erected. No structure of any kind, such as pool house, garage, landscaping, etc., shall unreasonably restrict or obscure the scenic view obtained from any lot through the lot upon which the structure in question is erected or has been erected. 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 not be allowed. All other vehicles may be parked on the street. All maintenance shall be of equal quality and design conformity. There shall be no mess accumulation, no receiving devices such as television satellite dishes or antennas. All cars, cars, pool equipment, etc., will be stored in an enclosure so as not to be visible from the street or from adjacent lots.

(j) Whether expressly stated or not in any deed conveying any part of the lots or said lots, each conveyance shall be subject to existing zoning, subdivision ordinances or regulations in effect at the time of the conveyance.

(k) All of said lots in said subdivision, from the date of the subdivision, shall be maintained by the owner in a neat and orderly condition, and shall be kept free of weeds, brush, and other debris, and shall be kept free of any other material which may be deemed to be a nuisance. In the event that an owner of a lot in said subdivision fails to maintain his or her lot in a neat and orderly condition, the Board of Health, James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, may enter upon said lot without liability and remove the material which is a nuisance, billing the owner of said lot for the cost of such removal.

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(l) There shall be no 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 the dwelling. However, such a structure shall not be included in complying with any minimum square footage requirements set forth in (c) above.

(m) All driveways must be paved with concrete or hot plant mix asphalt unless some other special surface is approved by James H. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns.

(n) Any damage done to street or curbing by the owner of any lot or by a contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner or contractor.

(o) No split-foyer dwellings shall be erected or maintained on any one of said lots.

(p) No lot or portion of a lot shall ever be used for private or public road or street purposes.

(q) No residence shall be placed or permitted to remain on a lot so as to be located nearer than 30 feet to the front lot line, nor nearer than 15 feet to the side lot lines. For the purposes of this paragraph, the line of a lot that fronts on a road shall be the front line of that lot; the front line of lot 12 could be either the lot line fronting on Ballard Bluff or the lot line fronting on Mathias Lane.

(r) There will be no altering of drainage patterns which could affect the adjacent lot.

(s) James H. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, reserve the right, at any time to modify or change set-back restrictions with respect to any lot in the event of a violation of the same caused by inadvertence or by the irregular shape of any lot. A statement of modification contained in any instrument duly acknowledged and recorded in the Register's Office of Hamilton County, Tennessee, shall be conclusive and binding upon all parties that the violation in question is minor in nature and caused by inadvertence or the irregularity of the shape of the particular lot, and that the new set-back restrictions contained in any such instrument are controlling for that particular lot and that the set-back provisions contained in this instrument shall be applicable only to the specific lot or lots designated in the instrument.

In the event that, for any reason, any one or more of the covenants and restrictive covenants and restrictions herein contained shall be held by any Court of record to be invalid, such shall not affect in any way any of the other provisions, which shall remain in full force and effect, the parties hereby declaring that said restrictions are not unenforceable but enforceable and that one would have been adopted even without the others.

It is expressly stipulated that the covenants and restrictions set forth in this instrument apply solely to the lands owned by Pointe Development Corp. and are not intended to apply to any other lands or portions of land in the area of vicinity, owned by James H. Ballard and Anne M. Ballard, or either of them.

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 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 Registrar's Office of 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 obligated covenants and conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

Providing, that 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 James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, 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 that side will be necessary.

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 James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs 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 so doing, or to recover damages or other dues for such violation, including reasonable attorney's fees.

IN WITNESS WHEREOF we, James E. Ballard and wife, Anne M. Ballard, have hereunto set our hands, on this the 22 day of February, 1988.

James E. Ballard
JAMES E. BALLARD
Anne M. Ballard
ANNE M. BALLARD

STATE OF TENNESSEE) 02/09/88 NISC 12.00 112.00
COUNTY OF HAMILTON)

On this 9th day of February, 1988, before me personally appeared JAMES E. BALLARD and wife, ANNE M. BALLARD, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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



Orline M. [Signature]
NOTARY PUBLIC

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HAMILTON COUNTY, TENNESSEE

BOOK 3953 PAGE 420

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AMENDMENT OF RESTRICTIVE COVENANTS
ON
BRADY POINT DEVELOPMENT CORP. SUBDIVISION

We, JAMES E. BALLARD and wife, ANNE M. BALLARD, do hereby amend paragraph (f) of that certain Restrictive Covenants On Lots 12, 13, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Brady Point Development Corp. Subdivision document of record in Book 3449, page 299, in the Register's Office of Hamilton County, Tennessee, to read as follows:

(f) It shall be permissible for James E. Ballard and wife, Anne M. Ballard, or the survivor of them, his or her heirs or assigns, to rearrange boundary lines of lots owned by them, if so desired, and to combine lots or parts of lots owned by them into one building plot, providing the same does not result in an increase in the number of lots shown on said plat.

IN WITNESS WHEREOF we have hereunto set our hands, on this the 5th day of March, 1992.

James Ballard
JAMES E. BALLARD
Anne M. Ballard
ANNE M. BALLARD

STATE OF TN
COUNTY OF HAMILTON

On this 5th day of March, 1992, before me personally appeared JAMES E. BALLARD and wife, ANNE M. BALLARD, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

K. L. Jones
NOTARY PUBLIC

ex 184217

My commission expires
9/20/94

03/06/92 MISC 8.00 **8.50 B

057591

SARAH M. REFRIGERE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

PREPARED BY
MAILE, PAUL & MONTGOMERY
ATTORNEYS AT LAW
704 CHERRY STREET
CHATTANOOGA, TENNESSEE
37402

'92 MAR 6 AM 8 54
BY: R. Jones
DEPUTY
REC'D. # 524155