

RECORDER'S MEMO

Legibility of writing, typing or printing in this document unsatisfactory when received.

BOOK 4511 PAGE 398

*Make a file in restrictive covenants*

RESTRICTIVE COVENANTS  
CAPE HAVEN

*Sub: PTAZ*

Whereas, the undersigned Jeff C. Howard and wife, Jackie C. Howard, of Hamilton County, Tennessee being the owners of the land known as CAPE HAVEN, a plat of which is recorded in the Register's Office for Hamilton County, Tennessee, in Plat Book 53, page 393 have divided said property into building tracts in order to develop, protect and maintain a desirable community and high standards of property values therein for the benefit of all purchasers, owners or holders of lots or tracts within said subdivision. The following special covenants and restrictive conditions shall apply:

*Ch. A 04305, 2005, 4195*

1. LAND USE. All lots or tracts shall be used for residential purposes only. No residence shall be designed, patterned, constructed or maintained to serve 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 purposes, or for trucks or other equipment inconsistent with ordinary residential uses. Trucks larger than pick-ups (motor homes, campers and boats) must be parked to the rear of the residential location so they cannot be seen from the front of the residence. No satellite dishes, T.V. antennas or other such structures shall be allowed on any lot, unless otherwise approved by the Developer or his assigns.

2. SUBDIVISION OF LOTS OR TRACTS. No lot or tract shall be subdivided by anyone other than the original Developers or either of them who shall have the authority to re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than one-half (1/2) of an acre of land. However, this does not preclude the addition of a portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for all purposes under these Restrictions. No lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes; each division except as made by the Subdivision Developers or either of them shall be for the purpose of adding to an adjacent tract of land.

3. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot or tract lines, a utility and drainage easement of five (5) feet. On all lot or tract lines abutting land adjacent to the Subdivision, there shall be a ten (10) foot utility and drainage easement; there is also imposed upon all lots or tracts a fifteen (15) foot utility easement along the street lines. The recorded plat calls for certain special drainage and utility easements and it is understood that the more strict or the greater width shall prevail. ALL UTILITY WIRES FROM STREET TO BUILDINGS UPON EACH

**RECORDER'S MEMO**

Legibility of writing, typing or printing in this document unsatisfactory when received.

BOOK 4511 PAGE 399

LOT OR TRACT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable, or otherwise from streets to any structure. Developer reserves the right, without liability, to remove trees along lot lines for installation of any type utility or sewer.

4. SEPTIC TANKS. All dwelling houses shall be equipped and properly serviced by a septic tank constructed in accordance with the requirements of the State Board of Health. The recorded plat has certain prohibitions as to field lines for septic systems and they shall be viewed as mandatory in accordance with the Health Department including a requirement that no field lines shall come within twenty-five (25) feet of drainage easements as are shown on said recorded plat.

5. Architectural Control. No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall be submitted to Jeff C. Howard for approval. It is clearly understood that Jeff C. Howard, as the architectural control person, as applicable, may require changes, not otherwise prohibited in these Restrictions, concerning size, design, style, location, types of exterior, etc. with regard to the building. The decision of Jeff C. Howard or his successor in interest shall be final. Where the conflict cannot be reconciled, Jeff C. Howard or his successor in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the amount originally paid to Jeff C. Howard and wife for the lot in conflict.

6. BUILDING TYPE AND LOCATION. All dwellings constructed on any Lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, siding or "sto" to compliment the home. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in acceptable colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer or his assigns may make exceptions as to the placement of such roof stacks and plumbing vents.

Each dwelling shall have a garage which shall be attached to the main dwelling. If practical, the garage doors must open from the side or rear elevations of the residence. Private swimming pools, bath houses and outdoor cooking places shall be the only detached structures permitted.

Only quality materials and design will be accepted on any structure built on any Lot. All exterior siding must be approved by the Developer or his assigns. All masonite siding must have laps no greater than six inches. Houses using masonite siding on all exterior sides must be true lap siding and not artificial laps. PermaStone and asbestos shingles are

## RECORDER'S MEMO

Legibility of writing, typing or printing in this document unsatisfactory when received.

BOOK 4511 PAGE 400

specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer, stone or other material acceptable to the Developer or his assigns.

There shall be no dwellings or buildings erected of geodesic design or of any extremely unusual design without express approval of the Developer or his assigns. There shall be no artificial or man-made stone materials used. All roofs shall contain a minimum pitch ratio of 6 in 12. All roofs must be of architectural quality singles, shakes or slates. If a chimney is used, it must be constructed of brick, sto or stone. Chimneys on the exterior must have a foundation. All driveways shall be of concrete (no asphalt shall be allowed). There shall be no metal or wire fencing. Any other type of fencing shall be of new materials and kept in good condition at all times. Fences shall be erected or maintained to the rear of the residence or around the swimming pool only. No fences shall be erected or maintained in front of the front line of the residence.

No fuel tanks or similar storage receptacles may be exposed to view and such tanks or receptacles may be installed only within a dwelling unit within a screened/shielded area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining lots, houses, or from any street.

No dwelling shall be located on any one of the said residential plots nearer to the front line of the street bounding same than twenty-five feet (25') or nearer than ten feet (10') to any side line, or nearer than twenty-five feet (25') to any side street line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the residence on the lot to encroach upon another lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto.

7. DESIRED DWELLING SIZES. Single level homes shall contain not less than 2,200 square feet of enclosed, heated and air-conditioned floor space, exclusive of garages. All non-single level homes shall contain not less than 2,500 square feet of enclosed, heated and air-conditioned floor space, exclusive of garages.

8. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be of concrete construction with proper crowning and drainage and shall be completed within two (2) months after the initial occupancy of the dwelling.

9. ANIMALS. No animals, livestock or poultry shall be raised, bred or

BOOK 4511 PAGE 401

kept on any Lot or in or upon any lot or tract, except that dogs, cats and other household pets may be kept in any Dwelling Unit, but shall not be bred for commercial purposes, and shall not be allowed to run at large.

10. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stove, constitute a nuisance per se. Also, the non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as blocks, bricks, lumber, etc., from street view shall be a nuisance per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage, and the failure to do so shall be a nuisance per se.

11. **SUBDIVISION MAINTENANCE.** To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developer other than as a landowner, shall terminate upon the "final approval" by the appropriate Planning Commission and the recording of the Subdivision Plat.

Also conveyed herewith is a perpetual, non-exclusive easement for ingress and egress and installation and maintenance of utilities in and to "Cape Haven Drive (a private road)" as shown on plat of record in Plat Book 53, Page 393, in the Register's Office of Hamilton County, Tennessee.

All parties affected in their use of said private road are subject to the following conditions, as well as those set out in the premises, and bind themselves, their heirs and assigns: The private road shall be maintained privately by all parties or families who shall have, or have the right to, the use of said private road. All parties or user shall share proportionately in the maintenance and upkeep of said road. A majority of the parties who take action involving said road shall bind all parties, their heirs and assigns. If any one person buys or owns more than one (1) lot, that person shall be subject to their proportionate share or ownership and responsibility as the case may be of all rights and obligations. There is no governmental obligation to maintain said road nor to furnish any utilities to any of said properties nor otherwise be obligated to any of the owners using said properties so long as private road shall remain private. For taxation purposes: all parties direct that the users of said private road shall have a proportionate interest assessed for taxability for the respective properties (and not to the original subdivider after all tracts have been sold).

**RECORDER'S MEMO**  
Legibility of writing, typing or printing in this  
document unsatisfactory when received.

BOOK 4511 PAGE 402

12. OCCUPANCY BEFORE COMPLETION. No structure on any Lot shall be occupied until a dwelling house conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any building are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior must be completed within twelve (12) months after commencement of construction.

13. APPROVED BUILDERS. Only builders that have been approved by the Developer or his assigns shall be permitted to construct Dwelling Units in the development. The Developer or his assigns shall maintain a list of approved builders which list shall be made available to Lot Owners and prospective purchasers. The Developer may, from time to time, in its sole discretion, change the approved builders' list by adding names of additional builders and/or by deleting names of builders no longer approved.

14. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots or tracts within said Subdivision, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract as originally sold by the Developer shall be construed as having one vote.

15. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or tracts or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive and all other proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this Paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said Restrictions.

BOOK 4511 PAGE 403

WITNESS our signatures this 22<sup>nd</sup> day of MAY, 1995

Jeffrey C. Howard  
Jeffrey C. Howard

Jackie C. Howard  
Jackie C. Howard

STATE OF TENNESSEE ) Before me personally appeared  
COUNTY OF Hamilton ) JEFFREY C. HOWARD and wife, JACKIE C. HOWARD,  
to me known to be the person(s) described in  
and who executed the foregoing instrument, and  
acknowledged the execution of the same as their  
free act and deed.

WITNESSED by me, this 22<sup>nd</sup> day of May, 1995

Luson Hoover NOTARY PUBLIC

My Commission Expires 5-7-97



Prepared by: Jeff Howard  
6921 Shallowford Road  
Suite 208  
Chattanooga, TN 37421

264842 06/05/95 MISC 24.00 \*\*24.00 8

RECORDED  
HAMILTON COUNTY  
STATE OF TENNESSEE

'95 JUN 5 PM 4 36  
BY: L. S. Hoover  
DEPUTY  
RECPT. # 262514

Instrument: 1998021800236  
 Book and Page: 61 5030 408 \$36.00  
 Misc Recording Fee \$36.00  
 Total Fees:  
 User: KLYNN  
 Date: 18-FEB-1998  
 Time: 03:03:41 P  
 Line: 0360341 0  
 Registered by: Hurst, Register

**AMENDMENT TO RESTRICTIVE COVENANTS  
 FOR CAPE HAVEN SUBDIVISION**

The RESTRICTIVE COVENANTS imposed upon the lots in the subdivision of Cape Haven by instrument recorded in Book 4511, page 398, in the Register's Office of Hamilton County, Tennessee, are hereby amended as follows:

AMENDMENT ONE:

Article 1, LAND USE, is amended as follows:

a) The last sentence of Article 1 is amended to read:

No satellite dishes, T.V. antennas or other such structures shall be allowed except on the rear of a dwelling in a manner in which such structure cannot be seen from the front of the dwelling.

b) Article 1. is amended to add the following sentence:

3. LAND USE. . . . It is expressly understood and agreed that the term "residential purposes" as defined and used within these Restrictive Covenants shall not apply to nor restrict, impair or affect in any way the rights and benefits of the United States of America (sometimes hereinafter referred to as the "USA"), acting by and through its legal agent, the Tennessee Valley Authority (sometimes hereinafter referred to as "TVA"), a corporation created and existing under an Act of Congress known as the Tennessee Valley Authority Act of 1933, as amended, and/or any others who may be designated by TVA in its capacity as such agent, to the use of Cape Haven Drive as located and shown on the recorded plat of Cape Haven Subdivision, and designated in TVA land records as Tract No. CRAR-1, as a means of ingress and egress, for the benefit and use of the USA and TVA, the general public, and for other properties of the USA and TVA, to and from Harrison Bay Road and properties of the USA and TVA, as set out in Article 16 herein.

AMENDMENT TWO:

Article 6., second paragraph, is amended to read as follows:

BUILDING TYPE AND LOCATION. . . . Each dwelling shall have a two (2) car garage which shall be attached to the main dwelling. If practical where ground topography permits, the garage doors must open from the side or rear elevations of

①  
 JIL PTRL

PREPARED BY  
 WILLIAM D. JONES  
 ATTORNEY AT LAW  
 227 NICHOL STREET  
 CHATTANOOGA, TN

1 B 1

2330  
 5338

CL

Book and Page: GI 5030 409

the dwelling. Private swimming pools, bath houses, covered boat docks and outdoor cooking places shall be the only detached structures permitted.

**AMENDMENT THREE:**

Article 11. is amended to read as follows:

11. **SUBDIVISION MAINTENANCE.** To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developer other than as a landowner shall terminate upon the "final approval" by the appropriate Planning Commission and the recording of the subdivision plat.

**AMENDMENT FOUR:**

Article 13. **APPROVED BUILDERS.** is hereby deleted in its entirety.

**AMENDMENT FIVE:**

The following Restrictive Covenants are hereby added:

16. **ROAD EASEMENT.** Each lot of the subdivision or tract of land whose driveway/access is connected onto Cape Haven Drive, shall be conveyed together with and subject to a perpetual, nonexclusive easement for purposes of (i) ingress and egress, and (ii) installation and use of utilities, over, across, under, or through the easement area designated as Cape Haven Drive (a private road) as located and shown on plat of record in Plat Book 53, page 393, in the Register's Office of Hamilton County, Tennessee. Randy L. Nunley, as Developer, shall have and is hereby granted and given the sole authority and power, without the further consent or approval of any other owners or secured lienholders of lots in Cape Haven subdivision, to grant, bargain, sell, transfer, and convey unto the United States of America a perpetual and permanent, nonexclusive easement and right-of-way for purposes of ingress and egress over, upon, and across Cape Haven Drive, as located and shown on the recorded plat of Cape Haven Subdivision, and designated in TVA land records as Tract No. CRAR-1.



Book and Page: GI 5030 410

A. It is expressly understood and agreed that the term "private road" as defined and used within these Restrictive Covenants shall not apply to nor restrict, impair, or affect in any way the rights and benefits of the USA, acting by and through its legal agent, TVA, and/or any others who may be designated by TVA in its capacity as such agent, to the use of Cape Haven Drive as located and shown on the recorded plat of Cape Haven Subdivision, and designated in TVA land records as Tract No. CRAR-1, as a means of ingress and egress, for the benefit and use of the USA and TVA, the general public, and for other properties of the USA and TVA, to and from Harrison Bay road and properties of the USA and TVA.

B. The owners of lots in Cape Haven Subdivision, their heirs, successors and assigns, will not presently or in the future construct, operate, or maintain buildings, facilities, structures, or improvements of any nature, or place fill material on any portion of the easement area, except such as are constructed, operated, and maintained in accordance with plans and specifications which shall first have been approved in writing by TVA. Furthermore, the said owners, their heirs, successors and assigns, will not construct, operate, maintain, or erect any signs, gates, or barriers of any nature restricting or identifying Cape Haven Drive for private use or as a private road without first receiving written approval by TVA.

C. It is expressly understood and agreed that the rights of the lot owners, their heirs, successors and assigns, shall be subordinate to the easement rights of the USA and TVA, its successors and assigns, for purposes of ingress and egress over, upon, and across Cape Haven Drive, and that the lot owners, their heirs, successors and assigns shall not in any way interfere with the paramount rights of the USA and TVA to do anything that the USA and TVA deems necessary or desirable to promote their programs. Nothing herein shall be construed that the USA and TVA will interfere with the ingress and egress rights of the owners of the lots in Cape Haven Subdivision.

17. ROAD MAINTENANCE: Each lot of the subdivision or tract of land whose driveway/access is connected onto Cape Haven Drive shall be conveyed together with and subject to the following conditions, as well as those set out in the premises, and bind themselves, their heirs and assigns:

Book and Page: GI 5030 411

A. The owners of lots in Cape Haven Subdivision shall continuously maintain Cape Haven Drive (a private road). Said lot owners shall share proportionately in the maintenance and upkeep of the road. A majority of the lot owners who take action involving the road shall bind all lot owners, their heirs and assigns. If any one person buys or owns more than one (1) lot, that person shall be subject to that person's proportionate share of ownership and responsibility of all rights and obligations.

There is no governmental obligation to maintain the road nor to furnish any utilities to any of the properties nor otherwise be obligated to any of the lot owners so long as the road remains private. For taxation purposes, the lot owners shall have a proportionate interest assessed for taxability for the respective lots (and not to the original subdivider after all lots have been sold).

B. It is expressly understood and agreed that the USA, acting by and through its legal agent TVA, or any other agents, and its successors and assigns, shall not be liable to the lot owners for the maintenance and upkeep of Cape Haven Drive as located and shown on recorded plat of Cape Haven Subdivision, and designated in TVA land records as Tract No. CRAR-1. However, in the event the road is in such disrepair as to impede the use of the road, it is understood and agreed that TVA may repair and/or restore the road as may be reasonably necessary and shall be entitled to recover from the lot owners the reasonable cost of such repairs. TVA shall be responsible for repair of structural damage to Cape Haven Drive caused by an act of negligence by TVA. However, any other repair maintenance, and upkeep of Cape Haven Drive, including but not limited to normal wear and tear, shall be the responsibility of the lot owners as described above.

18. **NOTICE:** It is expressly understood and agreed that TVA shall be notified in writing prior to any modification of these Restrictive Covenants as amended herein. Furthermore, it is expressly understood and agreed that TVA must approve and consent to any modification that may affect its easement rights for purposes of ingress and egress over, upon, and across Cape Haven Drive.

Book and Page: GI 5030 412

**AMENDMENT SIX:**

The name Randy L. Nunley shall be used and substituted for the name Jeff C. Howard whenever or wherever used in these Restrictive Covenants.

Except as amended herein, said Restrictive Covenants remain in full force and effect.

In witness whereof, the following owners and secured lien holders of existing lots in Cape Haven Subdivision have consented to and executed this amendment this 14 day of October, 1997.

OWNERS OF Lots 1 through 7:

Randy L. Nunley  
RANDY L. NUNLEY  
Rhonda J. Nunley  
RHONDA J. NUNLEY

OWNERS OF Lot 8:

G. Michael Bass  
G. MICHAEL BASS  
Phyllis N. Bass  
PHYLLIS N. BASS

Secured Lienholder on Lot 8:

HOMEcomings FINANCIAL NETWORK  
LOAN NO: 0430052825  
By Capstead Inc.

by: Mark Nicholas  
Name: Mark Nicholas  
Title: Vice President  
Capacity: Lender's duly authorized servicing agent.

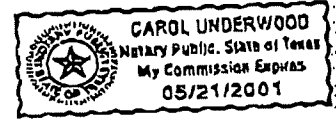
Book and Page: GI 5030 413

STATE OF Texas  
COUNTY OF Tarrant

Before me, Carol Underwood, of the  
state and county aforesaid, personally appeared Mark Niebeckstein with whom I  
am personally acquainted (or proved to me on the basis of  
satisfactory evidence), and who upon oath, acknowledged himself  
to be Vice President (or other officer) authorized to execute the  
instrument of the HOMEcomings FINANCIAL NETWORK the within named  
bargainor, a corporation, and that he as such  
Vice President executed the foregoing instrument for the  
purpose therein contained, by signing the name of the corporation  
by himself as Vice President.

WITNESS my hand and seal, at office in Dallas  
Texas, this 20th day of November,  
1997.  
Carol Underwood  
Notary Public

My Commission Expires: 5/21/07



Book and Page: GI 5030 414

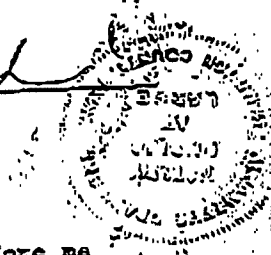
STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 14 day of October, 1997, before me personally appeared RANDY L. NUNLEY and RHONDA J. NUNLEY to me known (or proved to me on the basis of satisfactory evidence) to be the persons who executed the foregoing instrument in behalf of themselves, acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal.

Alzarette Crawford  
Notary Public

My Commission Expires: 10/25/99



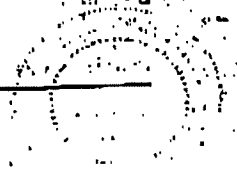
STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 14<sup>th</sup> day of October, 1997, before me personally appeared G. MICHAEL BASS and PHYLLIS N. BASS to me known (or proved to me on the basis of satisfactory evidence) to be the persons who executed the foregoing instrument in behalf of themselves, acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal.

Robert J. DeBart  
Notary Public

My Commission Expires: December 9 2000



Book and Page: GI 5030 415

Consented to this 3rd day of February, 1998.

Secured Lien Holder on Lot 8:

FT Mortgage Companies, d/b/a First Tennessee Mortgage Company, Inc.

By: Linda Schoonover  
Linda Schoonover, Executive Vice-President

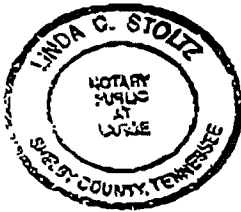
STATE OF TENNESSEE  
COUNTY OF Shelby

Before me, Linda C. Stoltz, of the state and county aforesaid, personally appeared Linda Schoonover with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged herself to be Executive Vice-President (or other officer) authorized to execute the instrument of the FT Mortgage Companies d/b/a First Tennessee Mortgage Company, Inc., the within named Bargainor, a corporation, and that she as such Executive Vice-President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as Executive Vice President.

WITNESS my hand and seal, at office in Memphis Tennessee, this 3rd day of February, 1998.

Linda C. Stoltz  
Notary Public

My Commission Expires: My Commission Expires Aug 3, 1999



Book and Page: GI 3030 416

Consented to this 9 day of February, 1928.

Secured Second Lien Molder on Lot 81

First Tennessee Bank National Association

By: [Signature]  
Name: CHRIS EVANS  
Title: Vice President

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, William D. Jones of the state and county aforesaid, personally appeared CHRIS EVANS with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be president (or other officer) authorized to execute the instrument of the First Tennessee Bank National Association, the within named bargainer, a corporation, and that he as such Vice President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 9 day of February, 1928.

William D. Jones  
Notary Public

My Commission Expires: 9-19-2001

Instrument: 1998021800236  
 Book and Page: GI 3030 408  
 Misc Recording Fe \$36.00  
 Total Fees: \$36.00  
 User: KLYNN  
 Date: 18-FEB-1998  
 Time: 03:03:41 P

AMENDMENT TO RESTRICTIVE COVENANTS  
 FOR CAPE HAVEN SUBDIVISION

The RESTRICTIVE COVENANTS imposed upon the lots in the subdivision of Cape Haven by instrument recorded in Book 4511, page 398, in the Register's Office of Hamilton County, Tennessee, are hereby amended as follows:

AMENDMENT ONE:

Article 1, LAND USE, is amended as follows:

a) The last sentence of Article 1 is amended to read:

No satellite dishes, T.V. antennas or other such structures shall be allowed except on the rear of a dwelling in a manner in which such structure cannot be seen from the front of the dwelling.

b) Article 1. is amended to add the following sentence:

a. LAND USE. . . . It is expressly understood and agreed that the term "residential purposes" as defined and used within these Restrictive Covenants shall not apply to nor restrict, impair or affect in any way the rights and benefits of the United States of America (sometimes hereinafter referred to as the "USA"), acting by and through its legal agent, the Tennessee Valley Authority (sometimes hereinafter referred to as "TVA"), a corporation created and existing under an Act of Congress known as the Tennessee Valley Authority Act of 1933, as amended, and/or any others who may be designated by TVA in its capacity as such agent, to the use of Cape Haven Drive as located and shown on the recorded plat of Cape Haven Subdivision, and designated in TVA land records as Tract No. CRAR-1, as a means of ingress and egress, for the benefit and use of the USA and TVA, the general public, and for other properties of the USA and TVA, to and from Harrison Bay Road and properties of the USA and TVA, as set out in Article 16 herein.

AMENDMENT TWO:

Article 6., second paragraph, is amended to read as follows:

BUILDING TYPE AND LOCATION. . . . Each dwelling shall have a two (2) car garage which shall be attached to the main dwelling. If practical where ground topography permits, the garage doors must open from the side or rear elevations of

①  
 JIL PTAL

PREPARED BY  
 WILLIAM D. JONES  
 ATTORNEY AT LAW  
 427 HIGH STREET  
 CHATTANOOGA, TN

187

2320  
 5328

CL



Book and Page: G1 5030 409

the dwelling. Private swimming pools, bath houses, covered boat docks and outdoor cooking places shall be the only detached structures permitted.

AMENDMENT THREE:

Article 11. is amended to read as follows:

11. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developer other than as a landowner shall terminate upon the "final approval" by the appropriate Planning Commission and the recording of the subdivision plat.

AMENDMENT FOUR:

Article 13. APPROVED BUILDERS. is hereby deleted in its entirety.

AMENDMENT FIVE:

The following Restrictive Covenants are hereby added:

16. ROAD EASEMENT. Each lot of the subdivision or tract of land whose driveway/access is connected onto Cape Haven Drive, shall be conveyed together with and subject to a perpetual, nonexclusive easement for purposes of (i) ingress and egress, and (ii) installation and use of utilities, over, across, under, or through the easement area designated as Cape Haven Drive (a private road) as located and shown on plat of record in Plat Book 53, page 393, in the Register's Office of Hamilton County, Tennessee. Randy L. Nunley, as Developer, shall have and is hereby granted and given the sole authority and power, without the further consent or approval of any other owners or secured lienholders of lots in Cape Haven Subdivision, to grant, bargain, sell, transfer, and convey unto the United States of America a perpetual and permanent, nonexclusive easement and right-of-way for purposes of ingress and egress over, upon, and across Cape Haven Drive, as located and shown on the recorded plat of Cape Haven Subdivision, and designated in TVA land records as Tract No. CRAR-1.

Book and Page: GI 5030 410

A. It is expressly understood and agreed that the term "private road" as defined and used within these Restrictive Covenants shall not apply to nor restrict, impair, or affect in any way the rights and benefits of the USA, acting by and through its legal agent, TVA, and/or any others who may be designated by TVA in its capacity as such agent, to the use of Cape Haven Drive as located and shown on the recorded plat of Cape Haven Subdivision, and designated in TVA land records as Tract No. CRAR-1, as a means of ingress and egress, for the benefit and use of the USA and TVA, the general public, and for other properties of the USA and TVA, to and from Harrison Bay road and properties of the USA and TVA.

B. The owners of lots in Cape Haven Subdivision, their heirs, successors and assigns, will not presently or in the future construct, operate, or maintain buildings, facilities, structures, or improvements of any nature, or place fill material on any portion of the easement area, except such as are constructed, operated, and maintained in accordance with plans and specifications which shall first have been approved in writing by TVA. Furthermore, the said owners, their heirs, successors and assigns, will not construct, operate, maintain, or erect any signs, gates, or barriers of any nature restricting or identifying Cape Haven Drive for private use or as a private road without first receiving written approval by TVA.

C. It is expressly understood and agreed that the rights of the lot owners, their heirs, successors and assigns, shall be subordinate to the easement rights of the USA and TVA, its successors and assigns, for purposes of ingress and egress over, upon, and across Cape Haven Drive, and that the lot owners, their heirs, successors and assigns shall not in any way interfere with the paramount rights of the USA and TVA to do anything that the USA and TVA deems necessary or desirable to promote their programs. Nothing herein shall be construed that the USA and TVA will interfere with the ingress and egress rights of the owners of the lots in Cape Haven Subdivision.

17. ROAD MAINTENANCE: Each lot of the subdivision or tract of land whose driveway/access is connected onto Cape Haven Drive shall be conveyed together with and subject to the following conditions, as well as those set out in the premises, and bind themselves, their heirs and assigns:

Book and Page: GI 5030 411

A. The owners of lots in Cape Haven Subdivision shall continuously maintain Cape Haven Drive (a private road). Said lot owners shall share proportionately in the maintenance and upkeep of the road. A majority of the lot owners who take action involving the road shall bind all lot owners, their heirs and assigns. If any one person buys or owns more than one (1) lot, that person shall be subject to that person's proportionate share of ownership and responsibility of all rights and obligations.

There is no governmental obligation to maintain the road nor to furnish any utilities to any of the properties nor otherwise be obligated to any of the lot owners so long as the road remains private. For taxation purposes, the lot owners shall have a proportionate interest assessed for taxability for the respective lots (and not to the original subdivider after all lots have been sold).

B. It is expressly understood and agreed that the USA, acting by and through its legal agent TVA, or any other agents, and its successors and assigns, shall not be liable to the lot owners for the maintenance and upkeep of Cape Haven Drive as located and shown on recorded plat of Cape Haven Subdivision, and designated in TVA land records as Tract No. CRAR-1. However, in the event the road is in such disrepair as to impede the use of the road, it is understood and agreed that TVA may repair and/or restore the road as may be reasonably necessary and shall be entitled to recover from the lot owners the reasonable cost of such repairs. TVA shall be responsible for repair of structural damage to Cape Haven Drive caused by an act of negligence by TVA. However, any other repair maintenance, and upkeep of Cape Haven Drive, including but not limited to normal wear and tear, shall be the responsibility of the lot owners as described above.

18. NOTICE: It is expressly understood and agreed that TVA shall be notified in writing prior to any modification of these Restrictive Covenants as amended herein. Furthermore, it is expressly understood and agreed that TVA must approve and consent to any modification that may affect its easement rights for purposes of ingress and egress over, upon, and across Cape Haven Drive.

Book and Page: GI 5030 412

AMENDMENT SIX:

The name Randy L. Nunley shall be used and substituted for the name Jeff C. Howard whenever or wherever used in these Restrictive Covenants.

Except as amended herein, said Restrictive Covenants remain in full force and effect.

In witness whereof, the following owners and secured lien holders of existing lots in Cape Haven Subdivision have consented to and executed this amendment this 14 day of October, 1997.

Owners of Lots 1 through 7:

Randy L. Nunley  
RANDY L. NUNLEY  
Rhonda J. Nunley  
RHONDA J. NUNLEY

Owners of Lot 8:

G. Michael Bass  
G. MICHAEL BASS  
Phillips N. Bass  
PHILLIPS N. BASS

Secured Lienholder on Lot 8:

HOMEcomings FINANCIAL NETWORK  
LOAN NO: 0430052888  
By Capstead Inc.  
by: [Signature]  
Name: Mark Michaelfeld  
Title: Vice President  
Capacity: Lender's duly authorized servicing agent.

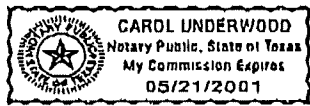
Book and Page: GI 5030 413

STATE OF Texas  
COUNTY OF Tarrant

Before me, Carol Underwood, of the state and county aforesaid, personally appeared Mark Niebeck with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be President (or other officer) authorized to execute the instrument of the HOMECOMINGS FINANCIAL NETWORK the within named bargainor, a corporation, and that he as such Vice President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in Springtown, Texas, this 20th day of November, 1997.  
Carol Underwood  
Notary Public

My Commission Expires: 5/21/01



Book and Page: GI 5030 414

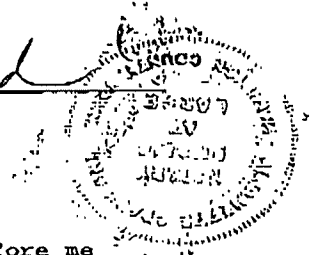
STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 14 day of October, 1997, before me personally appeared RANDY L. NUNLEY and RHONDA J. NUNLEY to me known (or proved to me on the basis of satisfactory evidence) to be the persons who executed the foregoing instrument in behalf of themselves, acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal.

Rozonette Crawford  
Notary Public

My Commission Expires: 10/25/99



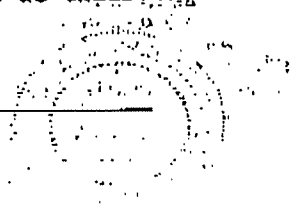
STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this the 14<sup>th</sup> day of October, 1997, before me personally appeared G. MICHAEL BASS and PHYLLIS N. BASS to me known (or proved to me on the basis of satisfactory evidence) to be the persons who executed the foregoing instrument in behalf of themselves, acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal.

Robin J. DeBart  
Notary Public

My Commission Expires: December 9 2000



Book And Page: GI 5030 415

Consented to this 3rd day of February, 1998.

Secured Lien Holder on Lot 8:

FT Mortgage Companies, d/b/a First Tennessee Mortgage Company, Inc.

by: Linda Schoonover  
Linda Schoonover, Executive Vice-President

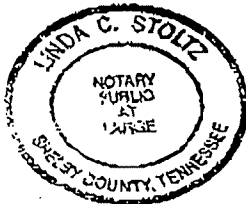
STATE OF TENNESSEE  
COUNTY OF Shelby

Before me, Linda C. Stoltz, of the state and county aforesaid, personally appeared Linda Schoonover with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged herself to be Executive Vice-President (or other officer) authorized to execute the instrument of the FT Mortgage Companies d/b/a First Tennessee Mortgage Company, Inc., the within named bargainer, a corporation, and that she as such Executive Vice-President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as Executive Vice President.

WITNESS my hand and seal, at office in Memphis Tennessee, this 3rd day of February, 1998.

Linda C. Stoltz  
Notary Public

My Commission Expires: My Commission Expires Aug 3, 1999



Book and Page: GI 5030 416

Consented to this 9 day of February, 1998.

Secured Second Lien Holder on Lot  
3:

First Tennessee Bank National  
Association

by: [Signature]  
Name: CHRIS EVANS  
Title: Vice President

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, William D. Jones, of the  
state and county aforesaid, personally appeared  
CHRIS EVANS with whom I  
am personally acquainted (or proved to me on the basis of  
satisfactory evidence), and who upon oath, acknowledged himself  
to be president (or other officer) authorized to execute the  
instrument of the First Tennessee Bank National Association, the  
within named bargainor, a corporation, and that she as such  
Vice President executed the foregoing instrument for the  
purpose therein contained, by signing the name of the corporation  
by himself as Vice President.

WITNESS my hand and seal, at office in Chattanooga,  
Tennessee, this 9 day of February, 1998.

William D. Jones  
Notary Public

My Commission Expires: 9-19-2001



RECORDER'S MEMO  
Legibility of writing, typing or printing in this document unsatisfactory when received.

BOOK 4511 PAGE 398 14

RESTRICTIVE COVENANTS  
CAPE HAVEN

*File: PTAI*

Whereas, the undersigned Jeff C. Howard and wife, Jackie C. Howard, of Hamilton County, Tennessee being the owners of the land known as CAPE HAVEN, a plat of which is recorded in the Register's Office for Hamilton County, Tennessee, in Plat Book 53, page 393 have divided said property into building tracts in order to develop, protect and maintain a desirable community and high standards of property values therein for the benefit of all purchasers, owners or holders of lots or tracts within said Subdivision. The following special covenants and restrictive conditions shall apply:

*Ch. 24325, 24405, 4195*

1. LAND USE. All lots or tracts shall be used for residential purposes only. No residence shall be designed, patterned, constructed or maintained to serve 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 purposes, or for trucks or other equipment inconsistent with ordinary residential uses. Trucks larger than pick-ups (motor homes, campers and boats) must be parked to the rear of the residential location so they cannot be seen from the front of the residence. No satellite dishes, T.V. antennas or other such structures shall be allowed on any Lot, unless otherwise approved by the Developer or his assigns.

2. SUBDIVISION OF LOTS OR TRACTS. No lot or tract shall be subdivided by anyone other than the original Developers or either of them who shall have the authority to re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than one-half (1/2) of an acre of land. However, this does not preclude the addition of a portion of a lot to another lot, so long as the lot from which the portion is taken contains at least 51% of its original lot size. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for all purposes under these Restrictions. No lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes; each division except as made by the Subdivision Developers or either of them shall be for the purpose of adding to an adjacent tract of land.

3. UTILITY AND DRAINAGE EASEMENTS. There shall be imposed upon all interior lot or tract lines, a utility and drainage easement of five (5) feet. On all lot or tract lines abutting land adjacent to the Subdivision, there shall be a ten (10) foot utility and drainage easement; there is also imposed upon all lots or tracts a fifteen (15) foot utility easement along the street lines. The recorded plat calls for certain special drainage and utility easements and it is understood that the more strict or the greater width shall prevail. ALL UTILITY WIRES FROM STREET TO BUILDINGS UPON EACH

RECORDER'S MEMO  
Legibility of writing, typing or printing in this  
document unsatisfactory when received.

BOOK 4511 PAGE 399

LOT OR TRACT SHALL BE BURIED. There shall be no exposed service connecting wires for electricity, telephone, cable, or otherwise from streets to any structure. Developer reserves the right, without liability, to remove trees along lot lines for installation of any type utility or sewer.

4. SEPTIC TANKS. All dwelling houses shall be equipped and properly serviced by a septic tank constructed in accordance with the requirements of the State Board of Health. The recorded plat has certain prohibitions as to field lines for septic systems and they shall be viewed as mandatory in accordance with the Health Department including a requirement that no field lines shall come within twenty-five (25) feet of drainage easements as are shown on said recorded plat.

5. Architectural Control. No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall be submitted to Jeff C. Howard for approval. It is clearly understood that Jeff C. Howard, as the architectural control person, as applicable, may require changes, not otherwise prohibited in these Restrictions, concerning size, design, style, location, types of exterior, etc. with regard to the building. The decision of Jeff C. Howard or his successor in interest shall be final. Where the conflict cannot be reconciled, Jeff C. Howard or his successor in interest, shall, upon demand of the original purchaser, refund, without interest and without payment of any charges, the amount originally paid to Jeff C. Howard and wife for the lot in conflict.

6. BUILDING TYPE AND LOCATION. All dwellings constructed on any Lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, siding or "sto" to compliment the home. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in acceptable colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer or his assigns may make exceptions as to the placement of such roof stacks and plumbing vents.

Each dwelling shall have a garage which shall be attached to the main dwelling. If practical, the garage doors must open from the side or rear elevations of the residence. Private swimming pools, bath houses and outdoor cooking places shall be the only detached structures permitted.

Only quality materials and design will be accepted on any structure built on any Lot. All exterior siding must be approved by the Developer or his assigns. All masonite siding must have laps no greater than six inches. Houses using masonite siding on all exterior sides must be true lap siding and not artificial laps. PermaStone and asbestos shingles are

## RECORDER'S MEMO

Legibility of writing, typing or printing in this document unsatisfactory when received.

BOOK 4511 PAGE 400

specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer, stone or other material acceptable to the Developer or his assigns.

There shall be no dwellings or buildings erected of geodesic design or of any extremely unusual design without express approval of the Developer or his assigns. There shall be no artificial or man-made stone materials used. All roofs shall contain a minimum pitch ratio of 8 in 12. All roofs must be of architectural quality singles, shakes or slates. If a chimney is used, it must be constructed of brick, sto or stone. Chimneys on the exterior must have a foundation. All driveways shall be of concrete (no asphalt shall be allowed). There shall be no metal or wire fencing. Any other type of fencing shall be of new materials and kept in good condition at all times. Fences shall be erected or maintained to the rear of the residence or around the swimming pool only. No fences shall be erected or maintained in front of the front line of the residence.

No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a dwelling unit, within a screened/shielded area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining lots, houses, or from any street.

No dwelling shall be located on any one of the said residential plots nearer to the front line of the street bounding same than twenty-five feet (25') or nearer than ten feet (10') to any side line, or nearer than twenty-five feet (25') to any side street line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the residence on the lot to encroach upon another lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations applicable thereto.

7. DESIRED DWELLING SIZES. Single level homes shall contain not less than 2,200 square feet of enclosed, heated and air-conditioned floor space, exclusive of garages. All non-single level homes shall contain not less than 2,500 square feet of enclosed, heated and air-conditioned floor space, exclusive of garages.

8. DRIVEWAYS DURING CONSTRUCTION. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway shall be of concrete construction with proper crowning and drainage and shall be completed within two (2) months after the initial occupancy of the dwelling.

9. ANIMALS. No animals, livestock or poultry shall be raised, bred or

BOOK 4511 PAGE 401

kept on any Lot or in or upon any lot or tract, except that dogs, cats and other household pets may be kept in any Dwelling Unit, but shall not be bred for commercial purposes, and shall not be allowed to run at large.

10. NUISANCES. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stove, constitute a nuisance per se. Also, the non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as blocks, bricks, lumber, etc., from street view shall be a nuisance per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage, and the failure to do so shall be a nuisance per se.

11. SUBDIVISION MAINTENANCE. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire land area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developer other than as a landowner, shall terminate upon the "final approval" by the appropriate Planning Commission and the recording of the Subdivision Plat.

Also conveyed herewith is a perpetual, non-exclusive easement for ingress and egress and installation and maintenance of utilities in and to "Cape Haven Drive (a private road)" as shown on plat of record in Plat Book 53, Page 393, in the Register's Office of Hamilton County, Tennessee.

All parties affected in their use of said private road are subject to the following conditions, as well as those set out in the premises, and bind themselves, their heirs and assigns:  
The private road shall be maintained privately by all parties or families who shall have, or have the right to, the use of said private road. All parties or user shall share proportionately in the maintenance and upkeep of said road. A majority of the parties who take action involving said road shall bind all parties, their heirs and assigns. If any one person buys or owns more than one (1) lot, that person shall be subject to their proportionate share or ownership and responsibility as the case may be of all rights and obligations. There is no governmental obligation to maintain said road nor to furnish any utilities to any of said properties nor otherwise be obligated to any of the owners using said properties so long as private road shall remain private.

For taxation purposes: all parties direct that the users of said private road shall have a proportionate interest assessed for taxability for the respective properties (and not to the original subdivider after all tracts have been sold).

RECORDER'S MEMO  
Legibility of writing, typing or printing in this  
document unsatisfactory when received.

BOOK 4511 PAGE 402

12. OCCUPANCY BEFORE COMPLETION. No structure on any Lot shall be occupied until a dwelling house conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any building are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior must be completed within twelve (12) months after commencement of construction.

13. APPROVED BUILDERS. Only builders that have been approved by the Developer or his assigns shall be permitted to construct Dwelling Units in the development. The Developer or his assigns shall maintain a list of approved builders which list shall be made available to Lot Owners and prospective purchasers. The Developer may, from time to time, in its sole discretion, change the approved builders' list by adding names of additional builders and/or by deleting names of builders no longer approved.

14. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date hereof at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of lots or tracts within said Subdivision, it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract as originally sold by the Developer shall be construed as having one vote.

15. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or tracts or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive and all other proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this Paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said Restrictions.

BOOK 4511 PAGE 403

WITNESS our signatures this 22<sup>ND</sup> day of MAY, 1995.

Jeffrey C. Howard  
Jeffrey C. Howard

Jackie C. Howard  
Jackie C. Howard

STATE OF TENNESSEE ) Before me personally appeared  
COUNTY OF Hamilton ) JEFFREY C. HOWARD and wife, JACKIE C. HOWARD,  
to me known to be the person(s) described in  
and who executed the foregoing instrument, and  
acknowledged the execution of the same as their  
free act and deed.

WITNESSED by me, this 22nd day of May, 1995.  
Lusook Hoover NOTARY PUBLIC

My Commission Expires 5-7-97



Prepared by: Jeff Howard  
6925 Shallowford Road  
Suite 208  
Chattanooga, Tn 37421

264842 06/05/95 MISC 24.00 \*\*24.00 B

RECORDED  
HAMILTON COUNTY  
STATE OF TENNESSEE

'95 JUN 5 PM 4 36

BY: L. Hoover  
DEPUTY

RECPT. # 768514

