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DOOK 3953 PAGE 420



AMENDMENT OF RESTRICTIVE COVENANTS BRADY POINT DEVELOPMENT CORP. SUBDIVISION

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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.

day of Moncum. 1992.

STATE OF COUNTY OF

On this Agy 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 herounto sot my hand, and (Notarial Seal.

03/05/92 MISC 8.00

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RECPT. # 5 34155

PREPARCO BY HALE, HALE & MGINTURFF ATTORNEYS AT LAW 714 CHERRY STREET CHATTANOOGA, TENNESPEE

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

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 77, page 3/, 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 main-tained 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, thall 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, being to other structure as a temporary living quarters before or 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 lors 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. Privarys of adjacent lots shall not join each other.

PACPARED BY
MALE, MALE & MCINTURYF
ATTORNEYS AT LAW
734 CHERBY STREET
CHAYTANOOGA, TENNEESEE
37492

Janus E. Ballank 1115 Janus Block, Signe Fitzer, Free 373?

- (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 should be said plot.
- (g) No asbestos siding or permastone shall be used on a dwelling house on any of said locs. 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, bis 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.
- (1) 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 concemplated, 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, garebo, landscaping, etc., shall unreasonably restrict or obscure the sce-nic view obtained from any lot through the lot upon which the structure is to be erected or has been exected. 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 communications 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 soning 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 whis own volition, to maintain his lot in a neat and orderly condition, James E. Ballard and wife, Anne H. Ballard, or the survivor of them, his or her heirs or assigns, may enter upon eald lot without liability and proceed to put ead lot into an orderly condition, billing the cost of such work to the owner.

BOOK 3449 PAGE 295

- (1) There shall be no detached garages, outbuildings or servants quarters, but a bathhouse built expressly in conjunction with a private swiming pool whill 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 one footh in (e) above.
- (m) All driveways must be paved with concrete or bot 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 immedistely 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 Lant.
- (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 inadvertance 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 inadvertance 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 srea or vicinity, owned by James E. Bailard and wife, Anne M. Ballard, or either of them.

BOOK 3449 PAGE 296

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the sald 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 Japuary 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 (66-2/3Z) 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, not 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 appurcement 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. Baliard 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 H. 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 standard day of the foregreen, 1988.

STATE OF TENNESSEE) COUNTY OF HAMILTON)

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condity appeared JAMES E. BALLARD and wife, ANNELM. BALLARD, to me known to be the persons described in and who executed the foregoing instrument, and countedged that they executed the same as their free act and deed.

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

~29 E NOTARY PUBLIC



NAME/ADDRESS OF FLW DWNER(S):	SEND TAX BILLS TO:
JAPINET FAVE & CARDO A. CUDENTIES	MARITY
2135 W. Briemant Rd.	
Signal NAME, TN 37377	· · · · · · · · · · · · · · · · · · ·
Signal ALYM. TAU 37377 TAX MAP PARCEL NUMBER(S): 10.8-4-026.02	

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IN CONSIDERATION of the sum of One Dollar (\$1.30), each 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 ronvey unto JEFFERY PAUL SODEMANN and wife, CAROL A. SODEMANN, the following described Real Estate:

IN THE THIRD $\omega_{\rm t} Vil$ DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Lat Turcive (12), Bridy Point Development Cosp., 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 sewer casement as shown by dotted lines on said plat.
SUBJECT TO power, telephone and cable T.V. casement as shown by
detted lines on said plat.

SUBJECT TO all supulations 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, Tennessen.

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.

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Prepared By: Hale, Hale & McInturff Atternays =: Law 724 Cheny Street Chattanooga, TN 37402

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- (a) All of said lots shall be and be harde and described us, testing tial love, and no structure shall be executed, allegted, placed or partition to test one administrative challeng the state of the family desline that have an accuracy 2 (or note) one partition.
- (b) No revidence shall be designed, patterned, constructed or maintained to serve, or for the use of some their one slight Teally, and he residence shall be used as a shiriple featly dealing at my time, may make incoming or its part for any business service or activity or for any producted propose, nor shall any lot be used for business purposes, or for limits or other equipment incomparations with ordinary registration uses.
- (c) We want of any lot shall be used for resplanted purposed matil first, a completed putling house, configuring fully to differentiable of this instrument; shall have been exected thousand, the identical black purposed (a) being to prevent the see thereon of a garage, incomplete Projection, an illustrant, outballed or other executions as a temperature lightly of temperature of personnel buildings to execution of a personnel buildings to execution of a personnel buildings of existing the portary characters, are unliked to reserve an any lot except during the period of constant.
- (4) Any residence being erected on a low chall be completed with its tenton (12) months from the data of the posterior of the first for each speciation. All landscaping must be completed within 120 days of completed with some content of a price condense, or within 120 days of the unit on which the rais some 1 are opened on the condense of within 120 days of the unit of the condense of which the rais some 1 are opened on which the rais some 1 are opened on the condense of th
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- (g) No aspector siding or permanent shall be used on a dwelling bones. On any of said less. If concrete blocks are used in the construction of a dwelling on the front end/or sides thereof, they must be covered with memory; if thereof, they may, of course, be covered with memory; but, if they are not thereof, they may, of course, be covered with memory; but, if they are not covered with memory, then they must be covered with studen. All chimneys shall be of memory construction.
- (b) We building, boundary feact or wall, or there attracture, or landemaping, shall be companed, arested or placed or elected on half land until the place and specifications therefor showing the nature, kind, shape, dissurting, materials, anterior color scheme and location of such attracture shall have been subsitted to and approved in writing by James E. Bellard and wife, however, that if James E. Bellard and wife, has or her help or manging; provided, themselved in James E. Bellard and wife, Acus M. Bellard, or the survivor of these being or har heirs or assigns, shall fail to approve or disapprove may proposed blacks specifications or locations within thirty (10) days of lar submission for approved. Such plane, specifications and locations shall be considered to have required the approval of James E. Bellard, and H. Wallard, or the curvivor of these, his or her hairs or assigns.
- (1) James I. Balland and wife, house. Balland, or the survivor of them, his or her between assigns, shall have the right to dissupermentary plans, specifications or locations which, in their opinion, are not suitable for seathering which, in their opinion, are not suitable or described or other research; and, in so justing upon work plans, specifications and locations, they shall have the gight to require as many as four (4) elevation drawings to scale; forsther with they opinible two filles of the read or which the land fronts; and to take into phaseidigation the scientility of the proposed billding or other structure and of the streets of which it is to be built and of the size more which the survivational filles total investment contemplated, the harmony thereof which the survivationings, and the effect of the ballding or other structure, as planted in the surfaced filles each or salghoring properties. He chainlink benear all be persisted ables interpretable which the survivation of the seather fill described which the continuity described and the structure of the ball the or structure. By structure will be persisted ables to the survivation to the structure of the size of the late of the size of the late of the size of
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- (a) Any drauge done to street or capting by the crast of any lot of a contractor employed to build a residence on any lot will be repaired into distribute at the expense of the owner or contractor.
- (a) We exist develings shall be exected or maintained on any old of said lates
- (p) No lot or portion of a lot shall even be used for private or public yould not serest purposes.
- (q) We residence shall be placed or optained to remain on a lift so so to be located search than 16 feet to the front lift life, not parent than 15 feet to the side lot lines. For the purposes of this paragraph, the little of that front line of that lot, the front line of that lot, the front line of that lot, the front line of the lot line frontley on leather land.
- (r) There will be no altering of desiness patterns which totall effect the edjacent lot.
- (a) Jemes E. Belland and wife, some it matterd, or the engine of them, blo or ber hairs or assigns, reserve the right, at any time it, weight, or change sat-back contrictions with respect to any left in the equal of substitution of the same trained by instructions of the fragiliar designs of the same trained by instruction designs to the fragiliar designs and recorded in the Register's Office of Mantter theory. Tennesis, about the recorded in the Register's Office of Mantter theory of the fact the register's fragiliar to the conclusion and binding upon all parties that the replaced history designs about the shape of the particular tot, and that the new substitution fragiliaries are one to the the the new substitution of the fact that the second provisions controlling for lifet particular to the same substitution of the same substituti

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It is expressly stipulated that the desired or express and could be a forth in this instrument apply sold with the miner flater local to the property of the miner of the first local transfer or sixted and the desired or transfer or sixted or transfer o

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every one of the said lets of land and all title to, and estatus therein, shall be subject therein and the same shall be binding upon each and every owner and occupant of the same until lendary 1, 2000, and shall be extended automatically to apply to each of said lets for successive periods of ten (10) years unless, by action of a minimum of lets for successive periods of ten (10) years unless, by action of the lots, it is extry-six and two-thirds per cent (66-2/3%) of the them conser 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, Teamsance. Maither the undersigned, nor any party or parties claiming under them, shall or will covery, device or device on any party or parties claiming under them, shall or will covery, device or the said covenants, conditions and treatrictions shall run and perfore the same. The said covenants, conditions and treatrictions shall run extend to the appurtament to the said land and every part charmof as fully as if expressly contract or conveyance of or concerning any part of the said land or the improvements to be each thereon.

Providing, that in the event of violation of mat-back lines, either wide, front or rest, which may be short to character, a valver thereof may be used by James I. Ballard and wife, Anno M. Ballard, or the survivor of them, his or her heirs or assigns, joined by the owner or owners of the lors adjoining the lot on which such violation occurs; providing that as to a side line violation, only the joineder of the owner of the lot on that elde will be necessary.

If the undersigned, or any party or parties claiming therecolder, shall violate or attempt to violate any of the covenants or reschintions berein provided before Jenuary 1, 2000, or within the extended time as bereinbefore provided, it shall be lawful for James E. Hellard and wife, hims M. saliard, or the survivor of them, his or har heirs or assigns, or any parson or parsons oming any lot or lots in said development or subdivision to projective any providings at law or in equity against the parson or persons violating or attempting to violate any such covenants or conditions; and, either to provent his or them from so doing, or to recover camages or other dues for such windtion, including reasonable attorney's face.

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APRIL DE BALLAND

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STATE OF TEMMESSES) COUNTY OF HAMILTON)

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MINUMENT OF BESTRICTIVE COVENANTS BRADY POINT DEVELOPMENT CORP. SUBDIVISION

We. JAMES W. BALLARD and wife, ANNE M. BALLARD, do hereby smend paragraph (f) of that certain Restrictive Covenate On Lots 12, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24. Erady Point Revalopment Corp. Subdivision document of Setora in Book 3449, page 293, in the Register's Office of Hamilton County. Tennesses, to read aw follows:

(f) It shall be permissible to: James B, Ballard and wife, An-a M. Hallard, or the survivor of time, him or her being or assigns, to measures 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 name does not . Built in an increase in the number of lots shown an said plat.

day of Mancha, 1992.

STATE OF

On this 57 day of March, 1992, before me personally eppeared JAMES X. BALLARD and wife. ANNE H. BALLARD, to see known to be the parsome described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITHES WEERSOF I have herounte aft my hand, and (Worestal Seel-

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SARAH M. DEPRIESE RUGHTER

HAMILT. TUNTY STOTE CY ILL MESSEE

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BERRY & SOUNT

MALE, MALE & MENTURFF ATTENNETS WEATH CHATTLEGOOD TENNESSEE