

THIS INSTRUMENT  
 WAS PREPARED BY  
 ROBERT L. GIBBS, P.C.  
 ATTORNEY AT LAW  
 700 WOODLAND AVE.  
 SUITE 100, DOWD BLDG.  
 MEMPHIS, TENN. 38102

BOOK 3730 PAGE 54

**RESTRICTIVE COVENANTS**  
**BROW ESTATES SUBDIVISION**

*file: hamper*

WHEREAS, Brow Estates Limited Partnership and Brow Estates, Inc. as the general partner for such partnership (hereinafter referred to as "Brow Estates, Inc." or "Developer"), is the owner of lots 1 through 50 of Brow Estates Subdivision, as shown by plat of record in Book 44, Page 10, in the Register's Office of Hamilton County, Tennessee.

WHEREAS, it is the plan of Brow Estates, Inc., to devote said lots 1 through 50 of Brow Estates Subdivision to restricted residential 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 lots in said subdivision, this declaration and agreement is made:

Each and every conveyance of any one of said lots 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.

(b) No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single 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 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 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.

(e) No one level residences shall be erected or

BOOK 3730 PAGE 55

permitted to remain on any one of said residential lots having less than 2,600 square feet of enclosed living area on the ground floor. No other style residences shall be erected or permitted to remain on any one of said residential lots having less than a total enclosed living area of 3,000 square feet, 1,500 square feet of which total must be on the ground floor. In computing said square footage requirements, no area within an open or closed porch, a garage and/or a basement (whether said basement is finished or not) shall be included. No detached garages, outbuildings nor any other detached buildings shall be constructed without the prior written approval of the Developer, its successors or assigns or from the Homeowners Association Corporation.

(f) Except for lots 46, 47, 48, 49 and 50, no building shall be located on any lot nearer to the front line than sixty (60) feet or nearer to any side street line than forty (40) feet or nearer than forty (40) feet to any rear lot line, unless otherwise permitted by the Developer.

(g) It shall be permissible for Developer, its successors 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 lots shown on said plat.

(h) No asbestos siding or permastone shall be used on a dwelling house on any of said lots; no exterior concrete blocks shall be exposed; all concrete blocks shall be veneered with either brick or stone.

(i) Before any construction is commenced or carried on, plans and specifications for any dwelling house to be constructed on any one of said lots shall be submitted for approval to Developer, or its successors or assigns, and prior written approval thereof procured. It is stipulated that such approval shall not be unreasonably withheld. Because of the Developer's concern that all of said lots developed into a subdivision of character and good taste, many factors beyond minimum square footage of floor space will be considered before plans and specifications are approved. Some of these factors will include, among other things, such consideration as how the architectural style fits in with other homes constructed in the subdivision, roof pitch, masonry and siding materials, window placement, drive-way and garage door location and the like.

(j) Whether expressly stated so or not in any Deed conveying any one or more of 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

BOOK 3730 PAGE 56

condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). If any such lots are not so maintained, Developer, or its successors 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.

(l) All driveways must be paved with concrete or hot plant mix asphalt unless some other special surface is approved by Developer, its successors or assigns.

(m) Any damage done to street or curbing by the owner of any lot or by the contractor employed to build a residence on any lot will be repaired immediately at the expense of the owner or the contractor. Concrete curbs will not be removed for any purpose. Drives will be properly cut through concrete curbs. In no case will any ramp be allowed to extend into the street to go over concrete curb. Should removal of curb occur then it will be reinstalled at owner's expense.

(n) No residence shall be allowed to remain on any lot unless there is provided for such residence a garage or carport sufficient to house at least two (2) cars. No garage or carport may be open on the street fronting the residence without the specific approval, in writing and in advance, of Developer.

(o) Only quality materials and design will be acceptable on any structure built on any lot and permastone and exposed asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer or stone or etc. No aluminium windows will be allowed unless approved by developer.

(p) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Any truck larger than pick ups or larger type vans, are not permitted to be parked in the subdivision. All boats, boat trailers, campers, motor homes, etc., must be enclosed inside a garage. All skating board ramps, batting cages, etc., of any kind will be kept at all times in the rear of the residence.

(q) With respect to lots numbered 46, 47, 48, 49 and 50, such houses may be built as close to the road right-of-way as legally permissible. With respect to these five lots, no building shall be constructed so as to obstruct the view of any of the other lots with respect to a view off of the brow. No buildings or structures shall be constructed on the brow side of East Brow Road that would in any way inhibit or obstruct the view off of the brow. No rail or landscaping will be allowed to extend more than 30 inches above the road. It is the express intent of this restriction to allow each of the owners of these lots to enjoy an

BOOK 3730 PAGE 57

unobstructed view off of the brow.

(r) With respect to lots numbered 1 through 40, each dwelling shall have a uniform mail box approved by the developer and installed by the owner or contractor at the time of construction and before the house is occupied.

(s) No sheep, swine, goats, horses, cattle, buzzard, fowls or any like animals shall be permitted to be kept or remain on any lots hereinabove described, or to roam at large on any of the streets bordering the same, except as expressly set forth herein. There shall be no kennels permitted on any lot in the subdivision for any purpose whatsoever. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision. However, the owners of lots numbered 43, 44 and 45 shall be permitted to keep horses confined within the boundaries of their lot.

(t) No sign of any character shall be displayed or placed upon any part of the property except those advertising the property for sale or for rent and those used by the developer or builders to advertise the property during the construction and sales, and signs referring only to premises on which displayed. No such sign shall exceed 16 square feet in size nor have an overall height exceeding 5 feet above ground level.

(u) No television, radio or other signal receiving devices, whether the signals are transmitted by mass communications or privately owned systems of a non-mass communications nature, nor any television satellite dishes, shall be erected or maintained on any of said lots.

#### COMMUNITY AREA AND HOMEOWNERS ASSOCIATION

A Homeowners Association Corporation must be formed for lots 1 through 40. All homeowners owning lots 1 through 40, or any portion thereof, must be a member of the Homeowners Association Corporation. The Homeowners Association Corporation must be formed when ten (10) homeowners occupy the subdivision of lots 1 through 40. At the time that the Homeowners Association Corporation is formed, the Developer will turn over to the Homeowners Association Corporation maintenance of all common areas. The Homeowners Association Corporation will set all dues for maintaining and upkeep of the subdivision. The Homeowners Association Corporation will be responsible for maintaining the entrance and the island at the entrance, and will be responsible for the operating and maintaining of street lights and sidewalks.

The lots owned by Developer or builders or unoccupied lots or houses will be assessed at 50 percent (one-half) of the Homeowners Association assessment on occupied houses. No fees will be assessed nor will membership be mandatory for owners of lots

BOOK 3730 PAGE 58

numbered 41 through 50.

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 way 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.

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 and 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 1st, 2015 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 fifty percent (50%) 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 obligations 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 residence size, set-back lines, either side, front or rear, a waiver thereof may be made by Brow Estates, Inc., its successors or assigns.

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 1st, 2015, or within the extended time as herein before provided, it shall be lawful for Developer, its successors 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 violations.

BOOK 3730 PAGE 59

IN WITNESS WHEREOF, Brow Estates, Inc. as general partner of Brow Estates Limited Partnership, has hereunto caused its corporate name to be signed by its duly authorized officer Gary R. Patrick, President hereinto set his hand, to be effective as of this 13 day of April, 1990.

BROW ESTATES LIMITED PARTNERSHIP  
BY BROW ESTATES, INC.,  
GENERAL PARTNER

By: Neal C. Bennett, Jr. V.P.  
Neal C. Bennett, Jr.  
Vice President

State of Tennessee  
County of Hamilton

Before me personally appeared, Neal C. Bennett, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of Brow Estates, Inc., the within named bargainor, a corporation, that he as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer. Witness my hand and seal, at office, this 13 day of April, 1990.

Charles J. [Signature]  
Notary Public  
My Commission Expires 8-2-91

6/Brow3.doc

65363

INDEXED  
REFERENCE

MAY 16 2 52 PM '90

CLERK OF FEDERAL  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

05/15/90 MISC

24.00

\*\*24.00 6

DIVISION 3775 PAGE 292

THIS INSTRUMENT PREPARED BY:  
Robert L. Brown, Attorney  
737 Market Street, Suite 400  
Chattanooga, Tennessee 37402

*file*

**FIRST AMENDMENT TO RESTRICTIVE COVENANTS  
FOR BROW ESTATES SUBDIVISION**

RE: Restrictive Covenants for Brow Estates Subdivision recorded in Book 3730,  
Page 54, in the Register's Office of Hamilton County, Tennessee.

The referenced Restrictive Covenants are amended to impose them on Lots 1  
through 50 of Brow Estates Subdivision as shown on plat recorded in Plat Book 46,  
Page 13, as supplemented by plat recorded in Plat Book 46, Page 47, Register's Office  
of Hamilton County, Tennessee.

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

This 17th day of September, 1990.

Brow Estates Limited Partnership

BY: Brow Estates, Inc.

BY: *Gary R. Patrick, President*  
Gary R. Patrick, President

STATE OF TENNESSEE

COUNTY OF HAMILTON

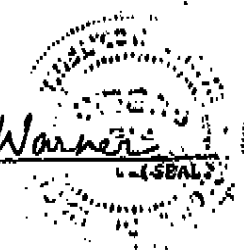
Before me, the undersigned Notary Public of the state and county aforesaid,  
personally appeared Gary R. Patrick with whom I am personally acquainted, or  
proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged  
himself to be the President of the Brow Estates, Inc., the within named bargainer,  
that he as such officer, executed the foregoing instrument for the purpose therein  
contained.

WITNESS my hand, at office, this 20th day of September, 1990.

Date of Expiration of Commission:

*Christa D. Warner*  
Notary Public

My Commission Expires March 9, 1991



2400

REGISTRATION

SEP 21 1 44 PM '90

SARAH J. PINECO  
REGISTRAR  
HAMILTON COUNTY  
STATE OF TENNESSEE

FILE C.T+E  
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**SECOND AMENDMENT TO RESTRICTIVE COVENANTS  
FOR BROW ESTATES SUBDIVISION**

RE: Restrictive Covenants for Brow Estates Subdivision recorded in Book 3730, Page 54, as amended by First Amendment to Restrictive Covenants for Brow Estates Subdivision recorded in Book 3775, Page 292, Register's Office, Hamilton County, Tennessee.

The referenced Restrictive Covenants are amended to impose them on Lots 41, 42, 43, 44, 45 and 51 of Brow Estates Subdivision as shown on plat recorded in Plat Book 52, Page 174, in the Register's Office of Hamilton County, Tennessee and as follows:

- Item (f) of said Restrictive Covenants is amended to read as follows:  
"Except for Lots 44, 45, 46, 47, 48, 49, 50 and 51, no building shall be located on any lot nearer to the front line than sixty (60) feet or nearer to any side street line than forty (40) feet or nearer than forty (40) feet to any rear lot line, unless otherwise permitted by the Developer."
- Item (g) of said Restrictive Covenants is amended to read as follows:  
"No sheep, swine, goats, horses, cattle, burros, fowls or any like animals shall be permitted to be kept or remain on any lots hereinabove described, or to roam at large on any of the streets bordering the same, except as expressly set forth herein. There shall be no kennels permitted on any lot in the subdivision for any purpose whatsoever. No liquor, beer, wine or other intoxicating substance shall be sold within the bounds of said subdivision. However, the owners of lots numbered 44, 45 and 51 shall be permitted to keep horses confined within the boundaries of their lot."

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

This 22nd day of November, 1994.

BROW ESTATES LIMITED PARTNERSHIP

BY: Brow Estates, Inc.

BY: Gary R. Patrick, President  
Gary R. Patrick, President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared GARY R. PATRICK with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Brow Estates, Inc. the within named bargainer, and that he as such executed the foregoing instrument for the purposes therein



and at office, this the 22nd day of November, 1994.

Shuler  
Notary of Commission: Shuler

INSTRUMENT PREPARED BY:  
Robert L. Brown, Attorney,  
717 Market Street - Suite 400  
Chattanooga, TN 37402

BL/brow, amendP

CH 7103

V.W



BOOK 4436 PAGE 982

This 18<sup>th</sup> day of November, 1994.

BROW ESTATES LIMITED PARTNERSHIP

BY: Brow Estates, Inc.

BY: Neal C. Bennett  
Neal C. Bennett, Vice President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared NEAL MC. BENNETT with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Vice President of Brow Estates, Inc. the within named bargainer, and that he as such officer, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand at office, this the 18<sup>th</sup> day of November

Richard Scott  
Notary Public

Date of Expiration of Commission: 7-12-98



236400

PAVLEW HENRY  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

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BY: Chick  
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BOOK 4445 PAGE 770

**SECOND AMENDMENT TO RESTRICTIVE COVENANTS  
FOR BROW ESTATES SUBDIVISION**

12/20/94 M16C 8.00 \*\*0.00 C

RE: Restrictive Covenants for Brow Estates Subdivision recorded in Book 3930, Page 54, as amended by 1st Amendment to Restrictive Covenants for Brow Estates Subdivision recorded in Book 3775, Page 292, as further amended by Second Amendment to Restrictive Covenants for Brow Estates Subdivision recorded in Book 4436, Page 981, Register's Office, Hamilton County, Tennessee.

The referenced Restrictive Covenants are amended to impose them on Lots 52, 53, 54, 55 and 56 of Brow Estates Subdivision as shown on plat recorded in Plat Book 52, Page 18874 in the Register's Office of Hamilton County, Tennessee and as follows:

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

This 16<sup>th</sup> day of December, 1994.

BROW ESTATES LIMITED PARTNERSHIP

BY: Brow Estates, Inc.

BY: Gary R. Patrick, President  
Gary R. Patrick, President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared GARY R. PATRICK with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Brow Estates, Inc. the within named bargainer, and that he as such executed the foregoing instrument for the purposes therein

and at office, this the 16<sup>th</sup> day of December, 1994.



6-17-98

Signature of Commission: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
Robert L. Brown, Attorney  
737 Market Street - Suite 400  
Chattanooga, TN 37402

BL/brow.amand3P

239640

PAMELA HURST  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

'94 DEC 20 AM 11:53

BY: [Signature]  
DEPUTY  
737956

*See Log. 7.7*

*A. 7343*

02-2004 16:43

MILLIGAN REYNOLDS

LT&E #930854/b1

423 756 0619

P. 12

WAIVER OF RESTRICTIONS

BOOK 4222 PAGE 810

RE: Restrictive Covenants on Brow Estates Subdivision, recorded in Book 3730, Page 54 as amended by First Amendment to Restrictive Covenants for Brow Estates Subdivision recorded in Book 3775, page 292, in the Register's Office of Hamilton County, Tennessee, as they pertain to Lot 37, Final Plan of Lots 1 thru 40, Brow Estates Subdivision, recorded in Plat Book 46, Page 47, in the Register's Office, Hamilton County, Tennessee.

The location of the improvements on the referenced lot is hereby approved and the front building line restrictions are reduced to 58 feet.

Executed on this the 24<sup>th</sup> day of September, 1993.

FILE LAWYERS

BROW ESTATES LIMITED PARTNERSHIP  
BY: Brow Estates, Inc.

BY: Gary R. Patrick, President  
Gary R. Patrick, President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared GARY R. PATRICK, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of the Brow Estates, Inc., the within named bargainer, a corporation, and that he, as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand at office, this 24<sup>th</sup> day of September, 1993.

Notary Public [Signature]

Date of Notary Public Commission 7-12-95  
This instrument prepared by:  
Robert L. Brown, Attorney  
737 Market Street - Suite 400  
Chattanooga, Tennessee 37402  
(615) 786-4154

CL 1801

09/29/93 MISC

8.00

\*\*8.00 8

156891

REGISTERED  
HAMILTON COUNTY  
STATE OF TENNESSEE

SEP 29 PM 1 42

BY: [Signature]  
DEPUTY  
CL 41833

BOOK 4524 PAGE 929

LT&B #950462  
bl

WAIVER OF RESTRICTIONS

RE: Restrictive Covenants on Brow Estates Subdivision, recorded in Book 3730, Page 50 as amended in Book 3375, Page 292, in the Register's Office of Hamilton County, Tennessee, as they pertain to Lot 36, Final Plan of Lots 1 thru 40, Brow Estates Subdivision, recorded in Plat Book 46, Page 47, in the Register's Office, Hamilton County, Tennessee.

The location of the improvements on the referenced lot is hereby approved and the front building line restrictions are reduced to 39 feet.

Executed on this the 27<sup>th</sup> day of June, 1995.

BROW ESTATES LIMITED PARTNERSHIP

BY: BROW ESTATES, INC.

BY: Gary R. Patrick, President  
GARY R. PATRICK  
President

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared GARY R. PATRICK, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of the BROW ESTATES, INC. the within named bargainer, a corporation, and that he, as such officer, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand at office, this 27 day of June, 1995.

*dk 3511*  
  
Notary Public  
Date of Expiration of Commission 07/29/97

This instrument prepared by:  
Robert L. Brown, Attorney  
737 Market Street - Suite 400  
Chattanooga, Tennessee 37402  
(615) 756-4154

(txcxl/980462)

270077

REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

07/03/95 MISC

6.00 +48.00 A

'95 JUL 3 AM 9 35

BY: [Signature]  
DEPUTY  
RECPT. # 776765

BOOK 4730 PAGE 994

**FOURTH AMENDMENT TO RESTRICTIVE COVENANTS FOR BROW ESTATES SUBDIVISION**

RE: Restrictive Covenants for Brow Estates Subdivision (the "Restrictive Covenants") recorded in Book 3780, Page 54 in the Register's Office of Hamilton County, Tennessee ("ROHCT"), as amended by First Amendment to Restrictive Covenants for Brow Estates Subdivision recorded in Book 3775, Page 292 in the ROHCT, as further amended by Second Amendment to Restrictive Covenants for Brow Estates Subdivision recorded in Book 4436, Page 991 in the ROHCT, as further amended by Second (sic) Amendment to Restrictive Covenants for Brow Estates Subdivision recorded in Book 4445, Page 770 in the ROHCT.

08/16/96 MISC

6.00

\*\*8.00

The Restrictive Covenants are hereby amended to provide that every person or entity who is a record owner of any lot included in Lots 1 through 40 or 52 through 56 of Brow Estates Subdivision, as shown by plat recorded in Plat Book 46, Page 10 in the ROHCT, as supplemented by plats recorded in the ROHCT in Plat Book 46, Page 47, Plat Book 52, Page 174, Plat Book 52, Page 185, and Plat Book 54, Page 19, must be a member of Brow Estates Homeowners Association, Inc., a Tennessee non-profit corporation, which is the homeowners association corporation incorporated pursuant to the Restrictive Covenants, for so long as such person or entity shall continue to be a record owner.

This Fourth Amendment constitutes an amendment to the Restrictive Covenants; and the provisions set forth therein, as and to the extent amended hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Fourth Amendment this 15<sup>th</sup> day of August, 1996.

394865

PLAT BOOK  
REGISTER  
DIVISION SEVEN  
STATE OF TENNESSEE

'96 AUG 16 PM 4 07

BY: [Signature]  
REGISTRY  
REC'D # 663813

BROW ESTATES LIMITED PARTNERSHIP,  
a Tennessee limited partnership  
By: BROW ESTATES, INC., its General Partner

By: [Signature]  
Title: President

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, Joan P. Womack of the state and county aforesaid, personally appeared [Signature] with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of BROW ESTATES, INC., a corporation, which corporation is the general partner of BROW ESTATES LIMITED PARTNERSHIP, the within named bargainer, a Tennessee limited partnership, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of said corporation in its capacity as general partner.

WITNESS my hand and seal, this 15th day of August, 1996

[Signature]  
Notary Public

My commission expires:

My Commission Expires May 20, 1997

THIS INSTRUMENT PREPARED  
BY AND FOR:

SHUMAKER & THOMPSON, P.C. (INC.)  
701 Market Street, Suite 300  
Chattanooga, Tennessee 37402

free

6/20/2007 4:17:00 PM

AS 08/16/96

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