

NOT 2486 NOT 584

James R. Law
1109 North Concord
Chattanooga, TN 37421

RESTRICTIVE COVENANTS

LOTS ONE HUNDRED TWO (102) THROUGH ONE HUNDRED SIX (106) AND
LOTS ONE HUNDRED EIGHT (108) THROUGH ONE HUNDRED NINETEEN (119),
MOUNTAIN SHADOWS ESTATES PHASE NO. ONE (1), OF UNIT NO. TWO (2)

WHEREAS, the undersigned, JAMES B. LEW, and wife, BETTIE R. LEW are the
beneficial owners of certain property in Hamilton County, Tennessee, being the
property platted as Lots One Hundred Two (102) through One Hundred Six (106) and
Lots One Hundred Eight (108) through One Hundred Nineteen (119), Mountain Shadows
Estates, Phase No. 1, of Unit No. 2, as shown by plat recorded in Plat Book 322,
Page 22, to the Register's Office of Hamilton County, Tennessee; (with record
title thereto being vested in James B. Lew, Trustee); and,

WHEREAS, it is the plan of the Developer to devote the lots in said
Phase and Unit of said subdivision to restricted residential purposes; excluding
therefrom lot 107 which is reserved for community development;
NOW, THEREFORE, in consideration of the premises, and for the protection
of the present owners, as well as the future 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 in said subdivision 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, with attached carport, or garage, which may also be located
in the basement, and which must be for a minimum of two cars. If practical, the
garage doors must open from the side or rear elevations of the residence.
- (b) No residence shall be designed, patterned, constructed or maintained
to serve, or for the use of more than one single family, and no residence shall be
used as a multiple family dwelling at any time, nor used in whole or in part for
any business service or activity, or for any commercial purposes; nor, shall any
lot be used for business purposes, or for trade or other equipment incidental
with ordinary residential uses.

(c) No building shall be located on any lot nearer than 50 feet to the
front lot line or nearer than 20 feet to any side street line, or nearer than 10
feet to any interior lot line; further, there are certain set-back requirements
provided for and shown on the subdivision plat, which are incorporated in the
map, a part of these documents. It is intended, other than a swimming
pool, outdoor fireplace, etc., of approximately ground level construction, shall be
located nearer than 15 feet to any rear lot line. However, it shall be permissible
for James B. Lew to reduce the front line requirement down to 10 feet, without
compliance of (c) herein. For the purpose of this requirement, steps, and
even porches shall not be considered as a part of the building. Provided, however,
this shall not be construed to permit any portion of the building on the lot to
encroach upon another lot. (No provision of this paragraph shall be construed to
permit any structures to be constructed and erected upon any lot that does not conform
to the zoning laws and regulations applicable thereto).

(d) It is provided that not more than one dwelling house shall be erected
or maintained on any one lot. This will not prevent the use of one or more lots
or parts of lots as a single building plot of ground, providing that the front line
or rear line of the subdivision lot shall not reduce the total number of
lots in said subdivision, or increase the total number of
lots in said subdivision, and that the same shall conform to zoning laws, subdi-
vision regulations in effect thereon.

Signed by

DALE G. ELLEN, Attorney
700 CHERRY STREET
CHATTANOOGA, TENN. 37402

BOX 2486 BOX 595

(e) No noxious or offensive activity shall be carried on, on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. In particular, tractor trucks shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the subdivision park a tractor truck in the street or streets therein.

(f) 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 (f) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, 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.

(g) Any residence before erected on a lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence.

(h) No dwelling house shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements, set forth in this paragraph. For the purposes of this paragraph, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, lawns and steps. In the case of houses which are known as "split-levels" in order for a level to qualify as a main living area, it must be exposed for full height on three sides. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of James D. Lee, his successors, designees, or assigns, shall be final. The number of square feet required is as follows:

- (i) A 2-story residence with attached double garage or carport, 1200 square feet, on the first floor of such residence, and a minimum of 800 square feet on the second floor;
- (ii) A 1-story residence with full basement and with attached double garage or carport, 1000 square feet;
- (iii) A 1-story residence with full basement, with double garage in basement, 1200 square feet;
- (iv) A 1-1/2 story residence with attached double garage, 1500 square feet on the first floor and 600 square feet on the second floor;
- (v) A 1-1/2 story residence with a garage in basement, 1400 square feet on the first floor and 600 square feet on the second floor;
- (vi) A split-level, with attached double garage or carport (not evened tag finished basement) 2000 square feet;
- (vii) A split-level residence with garage in basement (not evened tag finished basement) 1800 square feet;
- (viii) A 3-story residence with garage in basement, 1700 square feet on the first floor and 1000 square feet on the second floor.
- (j) All dwelling houses shall have one-sided and corner lots set back 10 feet from the main street fronting said lots.

(k) It shall be permissible for James D. Lee to rezone boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plot, provided the same does not result in an increase in the ratio of lot area to subdivision plat has been recorded.

Box 2486 Mt586

(f) The exterior (front and side elevations of all buildings shall be of either wood (horizontal boards, vertical board and batten, or similar), or aluminum or stone, or brick, or masonry (horizontal board, textured or grooved panels or similar). In any event, if horizontal boards are used, not over 5 inches of each board may be exposed to the weather. All retaining walls shall be of stone or brick finish. All front and side foundation elevations shall be brick or stone finish. The rear foundation elevation of corner lots shall be brick or stone finish. The rear foundation elevation of other lots shall be brick or stone or stucco finish. Each dwelling shall have a mailbox mounted on a lighted post. All roof pitches must be 6/12 or greater.

(g) FENCES. Any fence erected on any lot in the subdivision must not be located nearer to the front lot line than the line of the rear elevation of the residence, extended to a direct line to the side line; and, as to corner lots, the same shall not be erected or maintained nearer to the side street line than the side street elevation, extended in a direct line to the rear lot line.

(h) Each residence constructed upon a lot in said subdivision must be served by a driveway, paved with concrete, brick, laid stone, or similar. Asphalt and loose stone or rock shall not be permitted.

(i) CLEARANCE OF DEBRIS. In the construction of a residence upon a lot, the builder shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.

(j) 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 James D. Lee, and written approval thereof provided. It is stipulated that such approval shall not be unreasonably withheld. It is further provided that, in the event of the completion of any dwelling house on any lot, without any proceedings having been instituted in the Courts of Madison County, Tennessee, to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had such approval.

(k) No sheep, swine, goats, horses, cattle, hares, fowls or any like animals shall be permitted to be kept or to remain on any of the lots hereinabove described, or in rooms at large on any of the streets or way in or bordering the same. There shall be no kennels permitted on any lot in the subdivision, for the commercial breeding of domestic pets. No liquor, beer, wine or other intoxicating substances shall be sold within the bounds of said subdivision.

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

(m) 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 lawns, broken limbs and other debris being removed when so directed). From fences, rocks and other debris must be kept up of the streets. In the event that an owner of a lot in said subdivision fails, of his own violation, to maintain his lot in a neat and orderly condition, James D. Lee or his duly appointed agent, may enter upon said lot without liability and proceed to get said lot into an orderly condition, billing the cost of such work to the owner. All property owners in the subdivision are requested to aid in keeping cars, trucks and other vehicles off the curbs of the streets, as the same can easily be broken, particularly when new. Also, all owners of lots must keep the street clean and clear of obstructions, bricks, concrete, and building materials within reasonable order construction.

MEX2486 MEX597

(a) There shall be no detached septic, outbuildings or servants quarters, but a bathroom built expressly in conjunction with a private swimming pool shall not be included in this prohibition. There a bathroom will not have to be connected or attached to the dwelling. However, such a structure shall not be included in compliance with any minimum square footage requirements as set forth in (b) above.

(c) That, before any dwelling on said premises shall be occupied, a septic tank, or sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed, all sewage from the premises shall be turned into such sewer disposal facility, and the same shall be continuously maintained in proper state of sanitation. The effluent from such septic tank or sewer disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority.

(b) 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 D. Lee, his heirs and 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 joiner of the owner of the lot on that side will be necessary.

(v) The majority of the trees may not be removed from any lot except the massive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.

(e) 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 covenants 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 Mountain Shadow Estates, Phase One (1) of Unit Two (2), and are not intended to apply to any other lots, tracts, or parcels of land in the area or vicinity, owned by James D. Lee, Trustee. Specifically, James D. Lee, Trustee, his successors in trust or assigns, reserves the right to use or convey such other lots, tracts and parcels with different restrictions or unrestricted.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said lots of land and all titles to, and interests therein, shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same until January 2, 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 (66-2/3%) per cent of the then owners of the lots, it is agreed to or upon 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 him shall or will convey, devise, or decede any or either of said lots or any part of same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said covenants, conditions and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

2486 598

If the Defendants 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 hereinafter provided, it shall be lawful for James D. Lee, Trustee, his successors or assigns, or any person or persons owing any lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the persons 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 due for such violation, including reasonable attorneys fees.

IN WITNESS WHEREOF we have hereunto set our hands, on this the 11th day of April, 1978.

James D. Lee
JAMES D. LEE, TRUSTEE AND
INDIVIDUALLY

Brenda B. Lee
BRENDA B. LEE

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 11th day of April, 1978, before me personally appeared James D. Lee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, as Trustee and Individually.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires:

1-7-79

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 11th day of April, 1978, before me personally appeared Brenda B. Lee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires:

1-7-79

NOTARY PUBLIC

APR 13 2 21 PM '78

NOTARY PUBLIC
JAMES D. LEE
BRENDA B. LEE
STATE OF TENNESSEE

10.00

10.00

no 2571 Vol 83A

Wm James B. Lee
1109 Bell Court
Chattanooga, TN 37421

NOTIFICATION OF RESTRICTIVE COVENANTS

WHEREAS, Restrictive Covenants recorded in Book 2106, page 394, in the Registrar's Office of Hamilton County, Tennessee were adopted by instrument executed in Book 2316, page 399, said Registrar's Office, to apply to and encumber all the lots within Phase Two (2), Unit Two (2), Mountain Shadows Estates, as shown in a plat recorded in Plat Book 21, page 81, in the Registrar's Office of Hamilton County, Tennessee; and,

WHEREAS, it is desired that said Restrictive Covenants as adopted be amended by the addition of a further restriction:

NOW, THEREFORE, in consideration of the premises, the undersigned, being the owners of all lots in said Phase and Unit of Mountain Shadows Estates, do hereby covenant and agree that the following be added to said Restrictive Covenants as Paragraph "C" thereof:

(C) 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 a builder to advertise the property during the construction and sales period, said signs referring only to the premises on which displayed. No such sign shall exceed nine (9) square feet in size nor have an overall height exceeding three (3) feet above ground level.

IN WITNESS WHEREOF, we have hereunto set our hands effective the 12th day of February, 1979.

WAS NOT BY MADE A CLERK ATTESTED BY ME
IN CHIEF CLERK
CHATTANOOGA, TN 37402

As to Lots 136 and 137:

Wm James B. Lee

Wm James B. Lee

As to Lot 136:

Wm James B. Lee

Wm James B. Lee

As to Lot 137:

Wm James B. Lee

Wm James B. Lee

As to Lot 138:

Wm James B. Lee

Wm James B. Lee

As to Lot 139:

Wm James B. Lee

Wm James B. Lee

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PLACES OF TESTIMONY:
COUNTY OF HAMILTON

On this 12th day of February, 1979, before me personally appeared John J. Symons and wife, Mary E. Symons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

11-16-82PLACES OF TESTIMONY:
COUNTY OF HAMILTON

On this 12th day of February, 1979, before me personally appeared Albert L. Symons and wife, Mary E. Symons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

11-16-82PLACES OF TESTIMONY:
COUNTY OF HAMILTON

On this 12th day of February, 1979, before me personally appeared Albert L. Symons and wife, Mary E. Symons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

11-16-82PLACES OF TESTIMONY:
COUNTY OF HAMILTON

On this 12th day of February, 1979, before me personally appeared John J. Symons and wife, Mary E. Symons, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

11-16-82

2571-837

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 12th day of February, 1979, before me personally appeared Donald J. Johnson and wife, Anita W. Johnson, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

11-16-82STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 13th day of February, 1979, before me personally appeared Ervin Perret Munch and wife, Claudia A. Munch, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

11-16-82STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 13th day of February, 1979, before me personally appeared Graham Blagden and wife, Susan Blagden, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

11-16-82STATE OF TENNESSEE
COUNTY OF HAMILTON

On this the 12th day of February, 1979, before me personally appeared James D. Lee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed, individually and as Trustee.

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

My commission expires:

11-16-82

STATE OF TENNESSEE
COUNTY OF LAWRENCE

case 371 June 838

On this the 12th day of February 1979, before me personally
appeared Donald R. Lee, to me known to be the person described in and who executed
the foregoing Instrument and acknowledged that he executed the same as his free
act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires:

11-16-82



F7022

NOTARIAL
REFERENCE

Don R. Lee
COUNTY OF LAWRENCE
STATE OF TENNESSEE

00-00 000 00 00.00 0 00.00

257 Jan 836

As to Lot 183:

Edythe Davis
James Varnack

As to Lot 184:

Shelley Williams
Antonia Johnson

As to Lot 185:

Carol Ann Williams
Charles Williams

As to Lot 177:

Robert R. Siegel
Elmer Siegel

As to the balance of the lots in Parcel 2, Block 2, Mountain Shadow Subdivision:

James E. Williams
Quincy B. Lee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 12th day of February, 1979, before me personally appeared Carl Lee and Wife, Brenda Lee, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said County.

My commission expires:

11-16-82STATE OF TENNESSEE)
COUNTY OF HAMILTON)

On this 12th day of February, 1979, before me personally appeared Kenneth Edwin Crist and Wife, Carolyn Crist, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of said County.

My commission expires:

11-16-82

vs James D. Lee
109 Hill Creek Rd
Chattanooga, TN 37421

BOOK 296 PAGE 653

DECLARATION OF RESTRICTIVE COVENANT

I, JAMES D. LEE, TRUSTEE, by virtue of Deed recorded in Book 2253, page 602, in the Register's Office of Hamilton County, Tennessee, am vested with title to property in the Second Civil District of Hamilton County, Tennessee, portions of which have been subdivided into various platted lots in Mountain Shadows Estates, with adjacent portions thereof yet to be subdivided; and,

WHEREAS, portions of said property described in Book 2255, page 602, adjoin property owned by William Marvin Gibson, John C. Gibson and other devisees under the Will of John M. Gibson; and,

WHEREAS, there now exist a "Cattle Proof" fence located on or near the boundaries of the Lee and Gibson properties which is maintained by the Gibsons;

NOW, THEREFORE, IN CONSIDERATION of the premises, and for the protection of the present owners, as well as the future purchasers of the Lee and Gibson properties, this declaration and agreement is made as follows:

That the said "Cattle Proof" fence may be maintained by the Gibsons where it now is located or as re-located under the terms hereof;

That James D. Lee, Trustee, or his successors and assigns shall have the right and privilege of re-locating all or portions of said fence to the actual dividing line between said Lee and Gibson properties provided the party re-locating the same erects a "Cattle Proof" fence at their expense, connecting the same to other portions of the fence.

Thereafter, the Gibsons shall be responsible for the actual maintenance of said fence for so long as they wish it maintained. If the fence as it now exist or as re-located is damaged by Lee, or his successors or assigns, the repair thereof will be accomplished and paid for by them.

Each and every conveyance of property adjoining the property of Gibson shall be subject to this condition and agreement, which shall run with the land, and shall be binding upon each and every owner and occupant of the Lee property for so long as cattle are kept on the adjoining Gibson property and there is need for such a fence.

IN WITNESS WHEREOF, the Undersigned have set their hands on this the 23 day of January, 1984.

James D. Lee, Trustee
JAMES D. LEE, TRUSTEE
Charles E. Stiles

CHARLES E. STILES, Clerk of Court,
Mountain Shadows Estates, Plat Book 37,
page 313, in the Register's Office of
Hamilton County, Tennessee

PREPARED BY
WALE MALE & MONTGOMERY
ATTORNEYS AT LAW
1515 CHERRY STREET
CHATTANOOGA, TENNESSEE
37403

ADOPTION OF RESTRICTIVE COVENANTS

LOTS 287 THRU 307
MOUNTAIN SHADOWS ESTATES
PLAT BOOK 35, PAGE 211
IN THE REGISTER'S OFFICE OF
HAMILTON COUNTY, TENNESSEE

ECO 2078 00518

WHEREAS, JAMES D. LEE, INC., a Tennessee Corporation, is the owner of Lots 287 thru 307, Mountain Shadows Estates, as shown by plat of record in Plat Book 35, page 211, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the plan of the undersigned to devise said lots to restricted residential purposes;

NOW, THEREFORE, Developer makes the following declaration:

1. Said Lots 287 thru 307 shall hereafter be subject to restrictive covenants of record in Book 2486, page 594, as modified in Book 2571, page 834, and restrictive covenants in Book 2583, page 653, all in the Register's Office of Hamilton County, Tennessee. Said restrictive covenants are incorporated herein by reference, shall run with the land, and shall be binding upon Developer and all subsequent owners of said lots until the same expire as set out in the book and pages above mentioned.

2. The right to enforce each of these restrictive covenants is vested in the owners of said lots 287 thru 307, and any lot owner shall have the right at any time to compel compliance with these restrictive covenants, or any of them, or to prevent the violation of any of them, by instituting an action at law or a suit in equity for injunctive or other relief.

3. Any of these restrictive covenants may, at any time, or times, be amended as set out in the restrictive covenants being adopted.

4. Invalidity of any one of these restrictive covenants by judgment or court order will not affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF JAMES D. LEE, INC. has hereunto caused its corporate name to be signed by its duly authorized officer, on this the 3 day of April, 1985.

JAMES D. LEE, INC.

BY: *[Signature]*

JAMES D. LEE, President

04/09/85

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

6.00

376.00 C

On this 9 day of April, 1985, before me personally appeared JAMES D. LEE, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President, of JAMES D. LEE, INC., the within named bargaining, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer thereof.

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

[Signature]
NOTARY PUBLIC

PREPARED BY
MALE, MALE & COMPANY
ATTORNEYS AT LAW
704 CHERRY STREET
CHATTANOOGA, TENNESSEE
37402

My Notarial Commission expires:

[Signature]

APR 9 2 07 PM '85
DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

G:5556

52-46

BOOK 313-516

ADOPTION OF RESTRICTIVE COVENANTS
LOTS 254 THRU 258 AND 308 THRU 315
MOUNTAIN SHADOWS ESTATES
PLAT BOOK 61, PAGE 62
IN THE REGISTER'S OFFICE OF
HAMILTON COUNTY, TENNESSEE

WHEREAS, JAMES D. LEE, INC., a Tennessee Corporation, is the owner of Lots 254 thru 258 and 308 thru 315, Mountain Shadows Estates, as shown by Plat of record in Plat Book 61, page 67, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the plan of the undersigned to devote said lots to restricted residential purposes;

NOW, THEREFORE, Developer makes the following declaration:

1. Said Lots 254 thru 258 and 308 thru 315 shall henceforth be subject to restrictive covenants of record in Book 2486, Page 394, as modified in Book 2571, page 834, and restrictive covenants in Book 2466, Page 394, as modified in Book Register's Office of Hamilton County, Tennessee. Said restrictive covenants are incorporated hereto by reference, shall run with the land, and shall be binding upon Developer and all subsequent owners of said lots until the same expire as set out in the book and pages above mentioned.
2. The right to enforce each of these restrictive covenants is vested in the owners of said lots 254 thru 258 and 308 thru 315, and any lot owner shall have the right at any time to compel compliance with these restrictive covenants, or of any of them, or to prevent the violation of any of them, by instituting an action at law or a suit in equity for injunction or other relief.
3. Any of these restrictive covenants may, at any time, or times, be amended as set out in the restrictive covenants being adopted.
4. Nullification of any one of these restrictive covenants by judgment or court order will not affect any of the other provisions herein, which shall remain in full force and effect.

IN WITNESS WHEREOF JAMES D. LEE, INC. has hereto caused its corporate seal to be signed by its duly authorized officer, on this the 12 day of October, 1985.

JAMES D. LEE, INC.
STATE OF TENNESSEE)
COUNTY OF HAMILTON)
10/07/85
6.00 644.00

On this 7th day of October, 1985, before me personally appeared JAMES D. LEE, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President, of JAMES D. LEE, INC., the within named corporation, and that he as such officer, being authorized as to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer thereof.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



J 7850
IDENTIFICATION
REFERENCE
OCT 7 2 28 PM '85
RODNEY P. LAWNER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE