

Prepared by
 Messrs. Thomas, Leitner, Mann & Hillman
 320 Pioneer Building
 Chattanooga, Tenn. 37402

2088 DEC 25

BOSTON BRANCH SUBDIVISION

RESTRICTIVE COVENANTS

WHEREAS, the undersigned, Boston Branch, Inc., a corporation chartered and organized under the laws of the State of Tennessee, owns certain land in Hamilton County, Tennessee, described as being Lots One (1) through Sixty-Eight (68), Boston Branch Subdivision, as shown by plat thereof recorded in Plat Book 26, pages 123-1, 2 and 3, of the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the plan of the owner, Boston Branch, Inc., to devote the said lots to residential and recreational purposes; and

WHEREAS, it is a part of the development plan of said lands that same shall be restricted according to use and 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 conveyance of any of the aforesaid lots shall be subject to the following conditions, restrictions and agreements, which will run with the land, viz:

1. USE OF LAND. The land shall be used for private residential purposes only, and no building of any kind shall be erected or maintained on the land except: (a) a private dwelling house designed and used for occupation by a single family; (b) a private garage for the sole use of the occupants of the private dwelling house located upon the building plot, which may contain living quarters for one or more employees of such owners; (c) buildings, including the garage described above, for the storage of non-commercial vehicles, equipment and tools used in the maintenance of the building plot upon which erected, a private green house, spring or pump house, garden shelters and bath houses accessory to swimming pools; (d) a guest house, not customarily occupied by anyone as permanent living quarters; and (e) a building or buildings to shelter horses or domestic pets kept for the pleasure of the occupants of the land. Not more than one residence shall be erected or maintained upon any building plot. A building plot shall be defined as not less than one (1) acre of land, unless the total land conveyed by a deed from Boston Branch, Inc., is less

2088 PAGE 26

than one (1) acre, in which event the building plot shall be not less than the total land conveyed therein. The main dwelling must be constructed before the erection of any secondary building, except that a guest house approved by Boston Branch, Inc. may be constructed for use of the owner of the premises before the main dwelling is constructed. No structure of a temporary character, trailer, tent, shack, or mobile home, shall be installed, erected or used on this property at any time. No incomplete portion of a house, and no garage or other secondary building shall be used temporarily or permanently as a residence, except that a guest house may be used as a temporary residence.

The ground floor square feet area of the main structure, exclusive of open porches, garage, or basement, shall not be less than eight hundred (800) square feet.

2. APPROVAL OF PLANS. No building, boundary fence or wall, or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications 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 the Architectural Committee, herein after designated, or its duly authorized representative; provided, that if said committee or its duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after the same (including additional information requested by the Committee) shall have been submitted to them or him for approval, such plans, specifications and locations shall be deemed to have received the approval of said committee, or its duly authorized representative.

Said committee, or its duly authorized representative, shall have the right to disapprove any such plans, specifications or locations which, in their or his opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations they or he shall have the right to require as many as four elevation drawings to scale together with topographic 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 the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring properties.

The Architectural Committee shall be composed in the first instance of the directors of Boston Branch, Inc., who may delegate their authorities and duty and revoke such delegation at any time, and may appoint any person or organization as their duly authorized representative, to act on their behalf under the provisions of this restrictive covenant, and revoke such delegation at any time. Any successor organization to Boston Branch, Inc., shall succeed to all of the rights of Boston Branch, Inc., under the provisions of these restrictive covenants.

3. PROHIBITION OF COMMERCIAL USE OR NUISANCE. No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business or profession, shall

2088 REC 27

be permitted upon any of the land described in this deed. No nuisance shall be permitted or maintained upon any of said land, and no animals with the exception of horses or domestic animals kept as pets by the owners or occupants.

Minor agricultural pursuits incidental to residential use of the land shown upon such land shall be permitted, provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

4. SANITATION AND UTILITIES. In connection with the improvement of said building plot, such building plot shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system to be constructed and maintained in accordance with the Sanitation Code and specifications prescribed by the Hamilton County, Tennessee, authorities, and also in accordance with any requirements reasonably imposed by Boston Branch, Inc., on property in the vicinity in general or on this specific property only, specifying areas or contour levels in which or below which septic tanks or any portions of sewerage disposal fields may or may not be constructed.

If federal, state or local governmental authorities require installation of individual or public sewerage disposal systems, the owner shall take all steps necessary to comply with such requirements, including contributing without compensation therefor any easements reasonably required to install and maintain such sewerage disposal systems. The obligation to contribute any such easement without compensation shall terminate three (3) years after the date of the recording of these Restrictive Covenants in the Office of the Register.

If Boston Branch, Inc. develops plans for a sewerage disposal system serving all or any portion of Boston Branch Subdivision, all lot owners in such subdivision shall take all steps necessary to assist in carrying out such planned system, including contributing without compensation therefor any easements reasonably required to install and maintain such sewerage disposal systems. This obligation shall exist and be binding regardless of whether Boston Branch, Inc. is developing such plans for immediate or future construction of such sewerage system. In the event of plans developed for future construction, the obligation shall be to convey such easement when called upon to do so, even though construction of such system may not be undertaken until some later indefinite date. The obligation to contribute any such easement without compensation shall terminate three (3) years after the date of the recording of these Restrictive Covenants in the Office of the Register.

Grantee further agrees to contribute without compensation within three (3) years after the date of the recording of these Restrictive Covenants in the Office of the Register any easements reasonably required for present or future installation of utilities, electric power, water, gas, telephone, etc.

5. RIGHT TO ENFORCE. The provisions herein contained shall inure to the benefit of and be enforceable by (a) Boston Branch, Inc. its successors or assigns; (b) owners of lots in Boston Branch Subdivision, subject to the modification and termination provisions set forth hereinafter; (c) the Architectural Committee, or its duly authorized representative; and the failure of

BOOK 2088 PAGE 28

any of the above enumerated persons or corporations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same breach or as to any breach prior or subsequent thereto.

6. **RIGHT TO ASSIGN.** Any or all of the rights, powers, duties and obligations which, in this instrument, are assumed by, reserved or given to Boston Branch, Inc., its successors or assigns, or the said Architectural Committee, may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Boston Branch, Inc., its successors and assigns, or the said Architectural Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns, or said Architectural Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved or given to and assumed by Boston Branch, Inc., its successors or assigns, or the said Architectural Committee.

The right of assignment hereby reserved to Boston Branch, Inc., its successors and assigns, and the said Architectural Committee, is so reserved to them and that the rights, powers, duties and obligations reserved or given to them may be assigned to an association or corporation formed by the owners of lots in said subdivision for the purpose of accepting said assignment; and such assignment may be made at such time, if at all, as Boston Branch, Inc., its successors or assigns, shall determine.

7. **RIGHT TO TERMINATE.** These restrictions shall be taken to be real covenants running with the land and shall be binding until December 31, 1984, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless an appropriate instrument in writing and consent to their termination in whole or in part shall be filed for record, executed and acknowledged by Boston Branch, Inc., and by the owners of not less than a majority of the owners' acreage within Boston Branch subdivision.

8. **RIGHT OF MODIFICATION.** The owner of any land in the Boston Branch Subdivision, including Boston Branch, Inc., may apply at any time, and from time to time, for an annulment, waiver, change, or modification of any of the restrictions, conditions, or covenants imposed upon the use of any of such land in accordance with the following procedure:

(a) Such owner of land shall make written application to Boston Branch, Inc., for such annulment, waiver, change, or modification, and shall furnish Boston Branch, Inc., along with such application, with a description of the property owned by such owner, the names and addresses of all persons occupying or owning other land within five hundred (500) feet of any portion of the land on which such annulment, waiver, change or modification is sought, and shall pay any such fee as may be prescribed by Boston

BOOK 2088 PAGE 29

Branch, Inc., to cover adequately, in the sole opinion of Boston Branch, Inc., all expenses which might be involved in this procedure, including expenses of securing title reports on all property involved, mailing costs, surveying costs to check acreage of all land involved, etc.

(b) Boston Branch, Inc., shall make such check as it may deem necessary of the names and addresses of persons owning or occupying property within five hundred (500) feet of the property to be affected.

(c) Boston Branch, Inc., shall mail to the applicant and all owners and occupants of property within five hundred (500) feet of the property to be affected a notice indicating the property on which the change is sought, the type change, and a ballot on which such owner or occupant may indicate a vote in favor of or against the application, such ballot to show the signature of the person casting such ballot.

(d) At the time prescribed by Boston Branch, Inc., for the return of such ballots, Boston Branch, Inc., shall determine the vote in favor of or against such change. If the vote is against the change, notification thereof shall be given to the property owner and all persons owning and occupying property within the five hundred (500) foot area. If the vote of the majority is in favor of such change, similar notice shall be given to such persons, and, in addition, Boston Branch, Inc., shall execute a certificate, in such form as to be subject to recording in the Office of the Register of Hamilton County, to show evidence of the authority for the change, and shall deliver such certificate to the owner of the property affected.

(e) In determining the majority vote, each property owner's vote shall be according to the number of acres and fractions thereof down to the nearest quarter-acre, and the majority vote shall be that representing the majority of acres owned by persons within said five hundred (500) foot radius. A person owning land within such five hundred (500) foot area shall be entitled to vote.

(f) If the owner desiring the change is Boston Branch, Inc., then procedure similar to that prescribed above shall be followed, with appropriate modifications to reflect the fact that the property owner is Boston Branch, Inc.

(g) Any such annulment, change, waiver or modification of restrictions, conditions or covenants may be accomplished also, without the necessity of following the procedure described above, by agreement in writing among the owners of the majority of the acreage within five hundred (500) feet of land affected. Such written agreement shall exhibit or refer to a drawing or survey from which it can be determined that those signing constitute the necessary majority acreage owners. Such writing shall be recorded in the Office of the Register of Hamilton County.

9. **SEPARABILITY.** If any provision of these restrictions and covenants should be declared illegal or invalid, such provision shall be deemed separable from the rest, and the remainder shall

2088 PAGE 30

IN WITNESS WHEREOF, and pursuant to the authority from its Board of Directors, said Boston Branch, Inc. has caused its corporate name to be signed and its corporate seal to be affixed to this instrument, and this instrument to be executed in the name and on behalf of said Company by Walter C. Champion, Jr., its President, and W. Neil Thomas, Jr., its Secretary, on this the 5th day of March, 1973.



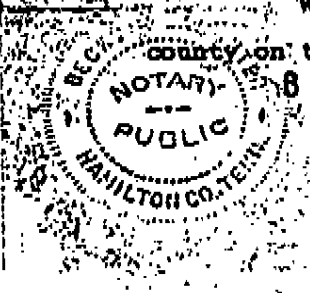
W. Neil Thomas, Jr.
Secretary

BOSTON BRANCH, INC.
BY: Walter C. Champion, Jr.
President

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, Breda S. Davalter Notary Public duly appointed, commissioned and qualified in and for the state and county aforesaid, personally appeared Walter C. Champion, Jr., and W. Neil Thomas, Jr., with whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be, respectively, the said Walter C. Champion, Jr., the President, and the said W. Neil Thomas, Jr., the Secretary, of Boston Branch, Inc., the within named bargainer, a corporation, and that they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, the said President by signing the name of the corporation by himself as such President, and the said Secretary by attesting the signature of the corporation by its said President, and by affixing to said instrument the corporate seal of the corporation.

WITNESS my hand and notarial seal at office in said county on this the 5th day of March, 1973.



IDENTIFICATION REFERENCE

Breda S. Davalter
Notary Public

My commission expires: 4-14-73

MAR 9 9 57 AM '73

DOROTHY P. BRINMER

THOMAS LEITCH, MANN, WARNER & OWENS
730 PIONEER BLDG.
CHATTANOOGA, TENNESSEE 37402

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BOOK 2227 PAGE 104

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(25-30)

LITTLE BEND ADDITION TO BOSTON BRANCH SUBDIVISION

RESTRICTIVE COVENANTS

WHEREAS, the undersigned, Boston Branch, Inc., a corporation chartered and organized under the laws of the State of Tennessee, owns certain land in Hamilton County, Tennessee, described as being lots One (1) through Sixty (60), Little Bend Addition to Boston Branch Subdivision, as shown by plat thereof recorded in Plat Book 26, pages 182-1 and 2 of the Register's Office of Hamilton County, Tennessee; and

WHEREAS, it is the plan of the owner, Boston Branch, Inc., to devote the said lots to residential and recreational purposes; and

WHEREAS, it is a part of the development plan of said lands that same shall be restricted according to use and 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 conveyance of any of the aforesaid lots shall be subject to the following conditions, restrictions and agreements, which will run with the land, viz:

I. USE OF LAND. The land shall be used for private residential purposes only, and no building of any kind shall be erected or maintained on the land except (a) a private dwelling house designed and used for occupation by a single family; (b) a private garage for the sole use of the occupants of the private dwelling house located upon the building plot, which may contain living quarters for one or more employees of such owners; (c) buildings, including the garage described above, for the storage of non-commercial vehicles, equipment and tools used in the maintenance of the building plot upon which erected, a private green house, spring or pump house, garden shelters and bath houses accessory to swimming pools; (d) a guest house, not customarily occupied by anyone as permanent living quarters; and (e) a building or buildings to shelter horses or domestic pets kept for the pleasure of the occupants of the land. Not more than one residence shall be erected or maintained upon any building plot. A building plot shall be defined as not less than one (1) acre of land, unless the total land conveyed by a deed from Boston Branch, Inc., is less than one (1) acre, in which event the building plot shall be not less than the total land conveyed therein. The main dwelling must be constructed before the erection of any secondary buildings, except that a guest house approved by Boston Branch, Inc., may be constructed for use of the owner of the premises before the main dwelling is constructed. No structure of a temporary character, trailer, tent, shack, or mobile home, shall be installed, erected or used

Table 8
Little Bend Rd

Walter A. Chapman Jr

on this property at any time. No incomplete portion of a house, and no garage or other secondary building shall be used temporarily or permanently as a residence, except that a guest house may be used as a temporary residence.

The ground floor square feet area of the main structure, exclusive of open porches, garage, or basement, shall not be less than 1,600 square feet, of which no less than 1,400 square feet shall be in the main or ground-level story in houses of more than one story.

2. APPROVAL OF PLANS. No building, boundary fence or wall, or other structure shall be commenced, erected, placed or altered on said land until the plans and specifications 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 the Architectural Committee, hereinafter designated, or its duly authorized representative; provided, that if said committee or its duly authorized representative shall fail to approve or disapprove any proposed plans, specifications or locations within thirty (30) days after the same (including additional information requested by the Committee) shall have been submitted to them or him for approval, such plans, specifications and locations shall be deemed to have received the approval of said committee, or its duly authorized representative.

Said committee, or its duly authorized representative, shall have the right to disapprove any such plans, specifications or locations which, in their or his opinion, are not suitable or desirable for aesthetic or other reasons; and in so passing upon such plans, specifications and locations they or he shall have the right to require as many as four elevation drawings to scale together with topographic 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 the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring properties.

The Architectural Committee shall be composed in the first instance of the directors of Boston Branch, Inc., who may delegate their authorities and duty and revoke such delegation at any time, and may appoint any person or organization as their duly authorized representative, to act on their behalf under the provisions of this restrictive covenant, and revoke such delegation at any time. Any successor organization to Boston Branch, Inc., shall succeed to all of the rights of Boston Branch, Inc., under the provisions of these restrictive covenants.

3. PROHIBITION OF COMMERCIAL USE OR NUISANCE. No trade or business of any kind or character, nor the practice of any profession, not any building or structure designed or intended for any purpose connected with any trade, business or profession, shall be permitted upon any of the land described in this deed. No nuisance shall be permitted or maintained upon any of said land, and no animals with the exception of horses or domestic animals kept as pets by the owners or occupants.

Minor agricultural pursuits incidental to residential use of the land shown upon such land shall be permitted, provided that such pursuits may not include the raising of crops intended for marketing or sale to others.

4. SANITATION AND UTILITIES. In connection with the improvement of said building plot, such building plot shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system

BOOK 2227 PAGE 106

to be constructed and maintained in accordance with the Sanitation Code and specifications prescribed by the Hamilton County, Tennessee, authorities, and also in accordance with any requirements reasonably imposed by Boston Branch, Inc., on property in the vicinity in general or on this specific property only, specifying areas or contour levels in which or below which septic tanks or any portions of sewerage disposal fields may or may not be constructed.

If federal, state or local governmental authorities require installation of individual or public sewerage disposal systems, the owner shall take all steps necessary to comply with such requirements, including contributing without compensation therefor any easements reasonably required to install and maintain such sewerage disposal systems. The obligation to contribute any such easement without compensation shall terminate three (3) years after the date of the recording of these Restrictive Covenants in the Office of the Register.

If Boston Branch, Inc., develops plans for a sewerage disposal system serving all or any portion of Little Bend Addition to Boston Branch Subdivision, all lot owners in such subdivision shall take all steps necessary to assist in carrying out such planned system, including contributing without compensation therefor any easements reasonably required to install and maintain such sewerage disposal systems. This obligation shall exist and be binding regardless of whether Boston Branch, Inc., is developing such plans for immediate or future construction of such sewerage system. In the event of plans developed for future construction, the obligation shall be to convey such easement when called upon to do so, even though construction of such system may not be undertaken until some later indefinite date. The obligation to contribute any such easement without compensation shall terminate three (3) years after the date of the recording of these Restrictive Covenants in the Office of the Register.

Grantee further agrees to contribute without compensation within three (3) years after the date of the recording of these Restrictive Covenants in the Office of the Register any easements reasonably required for present or future installation of utilities, electric power, water, gas, telephones, etc.

5. RIGHT TO ENFORCE. The provisions herein contained shall inure to the benefit of and be enforceable by (a) Boston Branch, Inc., its successors or assigns; (b) owners of lots in Little Bend Addition to Boston Branch Subdivision, subject to the modification and termination provisions set forth hereinafter; (c) the Architectural Committee or its duly authorized representative; and the failure of any of the above enumerated persons or corporations to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same breach or as to any breach prior or subsequent thereto.

6. RIGHT TO ASSIGN. Any or all of the rights, powers, duties and obligations which, in this instrument, are assumed by, reserved or given to Boston Branch, Inc., its successors or assigns, or the said Architectural Committee, may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Boston Branch, Inc., its successors and

BDDK 2227 PAGE 101

assigns, or the said Architectural Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns, or said Architectural Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved or given to and assumed by Boston Branch, Inc., its successors or assigns, or the said Architectural Committee.

The right of assignment hereby reserved to Boston Branch, Inc., its successors and assigns, and the said Architectural Committee, is so reserved to the end that the rights, powers, duties and obligations reserved or given to them may be assigned to an association or corporation formed by the owners of lots in said subdivision for the purpose of accepting said assignment; and such assignment may be made at such time, if at all, as Boston Branch, Inc., its successors or assigns, shall determine.

7. RIGHT TO TERMINATE. These restrictions shall be taken to be real covenants running with the land and shall be binding until December 31, 1984, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless an appropriate instrument in writing and consent to their termination in whole or in part shall be filed for record, executed and acknowledged by Boston Branch, Inc., and by the owners of not less than a majority of the owners' acreage within Little Bend Addition to Boston Branch Subdivision.

8. RIGHT OF MODIFICATION. The owner of any land in the Little Bend Addition to Boston Branch Subdivision, including Boston Branch, Inc., may apply at any time, and from time to time, for an amendment, waiver, change, or modification of any of the restrictions, conditions, or covenants imposed upon the use of any of such land in accordance with the following procedure:

(a) Such owner of land shall make written application to Boston Branch, Inc., for such amendment, waiver, change, or modification, and shall furnish Boston Branch, Inc., along with such application, with a description of the property owned by such owner, the names and addresses of all persons occupying or owning other land within five hundred (500) feet of any portion of the land on which such amendment, waiver, change or modification is sought, and shall pay any such fee as may be prescribed by Boston Branch, Inc., to cover adequately, in the sole opinion of Boston Branch, Inc., all expenses which might be involved in this procedure, including expenses of securing title reports on all property involved, including costs, surveying costs to check acreage of all land involved, etc.

(b) Boston Branch, Inc., shall make such check as it may deem necessary of the names and addresses of persons owning or occupying property within five hundred (500) feet of the property to be affected.

(c) Boston Branch, Inc., shall mail to the applicant and all owners and occupants of property within five hundred (500) feet of the property to be affected a notice indicating the property on which the change is sought, the type change, and a ballot on which such owner or occupant may indicate a vote in favor of or against the application, such ballot to show the signature of the person casting such ballot.

(d) At the time prescribed by Boston Branch, Inc., for the return of such ballots, Boston Branch, Inc., shall determine whether the majority of the property owners within the five hundred (500) foot area, including the owner of the property to be affected, vote in favor of or against such change. If the vote is against the change, notification thereof shall be given to the property owner and all persons owning and occupying property within the five hundred (500) foot area. If the vote of the majority is in favor of such change, similar notice shall be given to such persons, and, in addition, Boston Branch, Inc., shall

execute a certificate, in such form as to be subject to recording in the Office of the Register of Hamilton County, to show evidence of the authority for the change, and shall deliver such certificate to the owner of the property affected.

(e) In determining the majority vote, each property owner's vote shall be according to the number of acres and fractions thereof down to the nearest quarter-acre, and the majority vote shall be that representing the majority of acres owned by persons within said five hundred (500) foot radius. A person owning land within such five hundred (500) foot area shall be entitled to vote only that portion of his acreage located within five hundred (500) feet of any portion of the land to be affected.

(f) If the owner desiring the change is Boston Branch, Inc., then procedure similar to that prescribed above shall be followed, with appropriate modifications to reflect the fact that the property owner is Boston Branch, Inc.

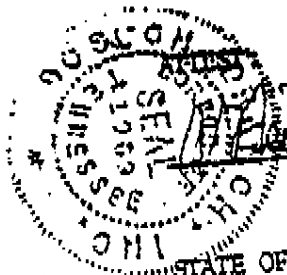
(g) Any such amendment, change, waiver or modification of restrictions, conditions or covenants may be accomplished also, without the necessity of following the procedure described above, by agreement in writing among the owners of the majority of the acreage within five hundred (500) feet of land affected. Such written agreement shall exhibit or refer to a drawing or survey from which it can be determined that those signing constitute the necessary majority acreage owners. Such writing shall be recorded in the Office of the Register of Hamilton County.

9. SEPARABILITY. If any provision of these restrictions and covenants should be declared illegal or invalid, such provision shall be deemed separable from the rest, and the remainder shall be enforced.

IN WITNESS WHEREOF, and pursuant to the authority from its Board of Directors, said Boston Branch, Inc., has caused its corporate name to be signed and its corporate seal to be affixed to this instrument, and this instrument to be executed in the name and on behalf of said Company by Walter C. Champion, Jr., its President, and W. Neil Thomas, Jr., its Secretary, on this the 19th day of March, 1975.

BOSTON BRANCH, INC.

BY: Walter C. Champion, Jr.
President



STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me,

Judith P. Peffer, a Notary Public

duly appointed, commissioned and qualified in and for the state and county aforesaid, personally appeared Walter C. Champion, Jr., and W. Neil Thomas,

Signature on original copy not legible for filing.

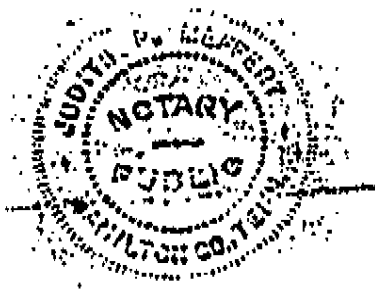
BOOK 2227 PAGE 109

Jr., with whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be, respectively, the said Walter C. Champion, Jr., the President, and the said W. Neil Thomas, Jr., the Secretary, of Boston Branch, Inc., the within named bargainor, a corporation, and that they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, the said President by signing the name of the corporation by himself as such President, and the said Secretary by attesting the signature of the corporation by its said President, and by affixing to said instrument the corporate seal of the corporation.

WITNESS my hand and notarial seal at office in said county on

this the 18th day of March 1975.

Judith P. DeLoach
Notary Public
My commission expires July 2, 1978



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IDENTIFICATION REFERENCE

MAR 21 10 56 AM '75

DOROTHY P. BRAMMER
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE