

Grandview - Phase II

Lots 1 - 25

This supplement to the Declaration of Covenants and Restrictions dated July 24, 2002 was recorded in Book MS62, Pages 171 - 175. This recording took place at 9:08 A.M. at the office of the Register of Deeds, Sequatchie County, Tennessee.

As the title suggests, this document supplements the Declaration of Covenants and Restrictions dated April 28, 1995 that cover Grandview Phase I, Lots 1 - 45.

Items 3, 4, 5, 6, and 7 supplement the original Covenants and Restrictions. All roads servicing Lots 1 - 25 in Phase II have been accepted by Sequatchie County and are county roads, rendering issues covered by Items I & II mute.

SEQUATCHIE COUNTY, TENNESSEE
Receipt # :53962
09:08 AM, On August 5, 2002
Recorded in Book MS62 Pages 171 - 175
State Tax \$ 0.00 Register \$ 0.00
Recording \$ 25.00 DPFE \$ 2.00
TOTAL RECORDING AMOUNT \$ 27.00
Register Of Deeds : CURT E. GRANT
Deputy Register : DEBORAH CAMP

This Instrument Prepared By:
W. Alan Nichols
Miller & Martin LLP
Suite 1000
Volunteer State Life Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made to be effective as of the 24th day of July, 2002 by W. A. BRYAN PATTEN (herein "Developer").

BACKGROUND

1. Developer executed that certain Declaration of Covenants and Restrictions for a development known as Grandview which were dated April 28, 1995 and recorded on May 10, 1995 in Miscellaneous Book 44, Page 684 in the Register's Office of Sequatchie County, Tennessee. Such document has been modified by amendments recorded in Miscellaneous Book 44, Page 46; Miscellaneous Book 48, Page 575 and Miscellaneous Book 51, Page 399, aforesaid records. Such document, as amended, is collectively referred to herein as the "Declaration." Capitalized terms used herein and not otherwise defined shall have the meanings provided in the Declaration.

2. Developer has the right pursuant to Paragraph 2.01 of the Declaration to add additional property to the terms and provisions thereof by supplements to the Declaration and to modify

the terms and provisions of the Declaration as they relate to such additional property. This Supplement is executed for that purpose.

NOW, THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, Developer subjects the property described on Exhibit "A" attached hereto and incorporated herein (herein the "Additional Property") to the terms and provisions of the Declaration subject to the following qualifications:

1. Notwithstanding anything in the Declaration to the contrary, the Association shall have no obligation to maintain the roads located on the Additional Property until January 31, 2004 and Developer shall maintain such roads at his expense until that time. Developer shall use his best efforts to have all of such roads in the Additional Property accepted as public roads by January 31, 2004 but any roads not accepted as public roads by Sequatchie County on or before January 31, 2004 shall become "Common Properties" on February 1, 2004 and shall thereafter be subject to maintenance by the Association subject, however, to the special assessments in the following paragraph.

2. In the event Sequatchie County does not accept "Fern Mist Trail" within the Additional Property as a public road on or before January 31, 2004, then the Association may thereafter have the right to charge special assessments under Paragraph 5 of the

Declaration upon lots having a driveway utilizing Fern Mist Trail solely for the cost of maintaining the surface of such road until such time, if ever, that it is accepted as a public road.

3. Costs in cutting grass along the rights-of-way of all roads in the Additional Property, including Fern Mist Trail, shall, at the option of the Association, either be Common Expenses or the subject of a special assessment for all Owners electing to pay a third party selected by the Association to cut such grass.

4. The provisions of Paragraph 3.04(a)(ii) shall be amended with respect to the Additional Property to provide that any multi-story residence must have a minimum total of two thousand four hundred (2,400) square feet for the entire house without regard to the size of the first floor of such residence.

5. The set-back restrictions in Paragraph 3.05(a) of the Declaration are amended with respect to the Additional Property to provide that the front setback of seventy-five (75) feet shall not include any portion of the ten (10) foot utility easement reserved in Paragraph 3.09 of the Declaration but shall be in addition to such ten (10) foot utility easement.

6. The provisions of Paragraph 3.10 of the Declaration are modified to allow the Architectural Review Committee to make exceptions from the restrictions imposed therein with respect to houses on the Additional Property for exposed concrete blocks or

poured concrete foundations and/or retaining walls which are not visible from any roadway in the Development.

7. The provisions of Paragraph 3.15 of the Declaration with regard to the Additional Property are modified to include goats as a permitted animal on the Additional Property so long as they are not kept for commercial purposes.

IN WITNESS WHEREOF, Developer has executed this Supplement to Declaration to be effective as of the date first above written.




W. A. BRYAN PATTEN

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, Janet A. Lawrence, Notary Public, W. A. BRYAN PATTEN, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24th day of _____, 2002.



Notary Public
My Commission Expires _____

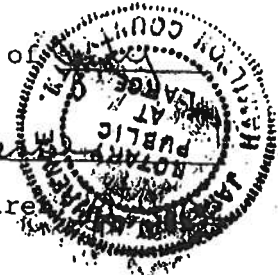


EXHIBIT "A"

GRANDVIEW
PHASE 2

Located in the 8th Civil District of Sequatchie County, Tennessee and being part of the W.A. Bryan Patten property lying northeast of Phase 1 of Grandview and being more particularly described as follows:

Beginning at a point where the northwestern line of the said W.A. Bryan Patten property is intersected by the centerline of Brimer Creek and said beginning point being the northwest corner of Lot 39 of Phase 1, Grandview; thence North 30 degrees 35 minutes 27 seconds East along the northwest line of the said Patten property, also being along the southeast line of the land of the Northumberland Corporation a distance of 3,605 feet, more or less, to a point on said line; thence leaving said boundary line South 38 degrees 53 minutes 50 seconds East 405.53 feet and South 42 degrees 52 minutes 59 seconds East 390.0 feet to a point in the northwest line of Clear Brooks Road (a 50-foot wide right-of-way); thence crossing said Clear Brooks Road, South 15 degrees 37 minutes 28 seconds East a distance of 58.35 feet to a point on the southeast line thereof; thence leaving the right-of-way of Clear Brooks Road, South 27 degrees 38 minutes 24 seconds East 560.0 feet, South 19 degrees 32 minutes 57 seconds East 650.0 feet, South 28 degrees 07 minutes 48 seconds East 408.07 feet, and South 15 degrees 49 minutes 34 seconds East 937.74 feet to a point in the centerline of the T.V.A. Widows Creek – Sequoyah 200 foot wide transmission line easement; thence along the said easement centerline, South 59 degrees 29 minutes 38 seconds West, a distance of 2425 feet, more or less, to a point where said transmission line easement centerline is intersected by the centerline of Brimer Creek, said point being in the eastern line of Lot 45, Phase 1, Grandview; thence up and along the meandering centerline of Brimer Creek and being along the rear lines of Lots 45, 44, 43, 42, 40, and 39 of Phase 1, Grandview, and passing the centerline of Clear Brooks Road at 3,500 feet, more or less, a total distance of 4,800 feet, more or less, to the Point of Beginning.

The above-described property is shown on survey by Hopkins Surveying Group, Inc., 175 Hamm Road, Chattanooga, Tennessee, 37405 dated February, 2001, last revised on July 22, 2002.

REFERENCE for prior title is made to deed recorded in Deed Book 45, Page 321, Register's Office of Sequatchie County,