

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BROKEN RIDGE HOLLOW

Pick Up

THIS DECLARATION is made this 1 day of Feb, 2005, by **Knotts Enterprises, L.L.C., a Tennessee limited liability company** (hereinafter referred to as "Developer" or "Grantor"), organized and existing under the laws of the State of Tennessee, whose principal office and domicile is situated at 256 Cedar Creek Drive, Nashville, Tennessee 37211, represented in this Declaration by its Chief Manager, Wayne Knotts, who is fully empowered and qualified to execute this Declaration on behalf of said L.L.C., wherein the Developer makes the below enumerated declarations and submissions.

1. EXPLANATION OF TERMINOLOGY: The following terms shall have the following meaning:

(i) "Broken Ridge Hollow Homeowners Association, Inc." shall refer to the Broken Ridge Hollow Subdivision, its common property and elements and the improvements owned in common thereon, all of which as may from time to time be expanded, merged or annexed.

(ii) "Developer" or "Grantor" shall both refer to Knotts Enterprises, LLC, a Tennessee limited liability company, its successors and assigns.

(iii) "Subdivision" shall mean Broken Ridge Hollow Subdivision,

(iv) "Declaration" means this document and refers in the aggregate to this document, as it may be amended, and to any Amended Declaration.

(v) "By-Laws" means the By-laws of the Broken Ridge Hollow Homeowners Association, Inc., which by reference thereto are made a part hereof.

(vi) "Charter" shall refer to the Charter of Broken Ridge Hollow Homeowners Association, Inc.

(vii) "Association" shall refer to the Subdivision; a Board of Directors of the Association chosen by a vote of two-thirds (2/3) of the association; Broken Ridge Hollow Homeowners Association, Inc., a not-for-profit corporation organized under the laws of Tennessee, the members of which are lot owners in the Subdivision; or the lot owners as a group, or such other body or group as the context may require. The initial Manager shall be chosen by the Developer and any replacement thereof until 80% of the lots are sold.

(viii) "Lot" means that portion of the Subdivision which is subject to private ownership.

(ix) "Lot Owner" means the owner of a Subdivision lot.

(x) "Common Expenses" means the expenses associated with the upkeep of the road servicing the lots and the costs shall be pro rated equally among the lot owners of the said development.

(xi) "Subdivision Property" or "Subdivision Project" means the land, all improvements thereon, including the individual lots, the common elements and all easements and rights appurtenant thereto, which are intended for use in connection with the Subdivision.

(xii) "Subdivision Plat" means those instruments recorded in the Register's Office for Williamson County, Tennessee in Plat Book 38, Page 115, and any amendments thereto.

2. ADMINISTRATION: (i) The administration of the Subdivision Project shall be governed by this Declaration and any amendments thereto, and by the Charter and By-Laws of the Association. The governing body of the Subdivision Project shall be the Manager, as is set forth herein and in the By-Laws attached hereto and made a part hereof.

(i) A Lot Owner shall automatically become a member of the Association, upon acquiring an ownership interest in a Lot, and shall remain a member for the period of his ownership.

3. OWNERSHIP AND DESCRIPTION OF LANDS: RESERVATION OF EASEMENTS: The lands comprising the Subdivision Project are owned in fee simple by the Developer as shown on the plats of record in Book 38, Page 115, Register's Office for Williamson County, Tennessee.

Perpetual easements are reserved for the following uses and purposes: (i) The Developer hereby reserves for itself and for all future Lot Owners of the Subdivision Project, as may be necessary, a perpetual easement and right-of-way and access over and across lots for the benefit and use of the Developer and Lot Owners and for construction, installation and maintenance of utilities, drainage and related activities and ingress and egress as set forth on the said Plat.

(i) Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Developer and Lot Owners. Said easements are superior to all other encumbrances applied against or in favor of any portion of the Subdivision Property, which is the subject of the Declaration, or the Declaration as it may be amended;

(ii) There is hereby reserved to the Developer and to the Association, their successors, and assigns, and their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations as are set forth in the Declaration, the Charter, the By-Laws, and any rules and regulations promulgated by the Developer and/or the Association.

4. DESCRIPTION OF SUBDIVISION PROJECT:

(i) The Subdivision Project shall initially have seven (7) lots.

(ii) Each of the Lots will be located as shown and set out in the plats recorded in Book 38, Page 115, in the Register's Office for Williamson County, Tennessee, which Plats are adopted herein by reference.

(iii) The Developer reserves the right to change the design and arrangement of any Lot and to alter the boundaries thereof so long as any Lot so altered or directly affected by such alterations is owned by the Developer or is changed with the consent of the Lot owner or is necessary to establish proper drainage.

5. LOT OWNERS' ASSOCIATION:

(i) Membership. Grantor shall forthwith cause to be formed a Tennessee Corporation, not-for-profit, to be called Broken Ridge Hollow Homeowners Association, Inc., which shall maintain the road and have the authority to enforce these restrictions. Each Lot Owner, upon acquisition of any ownership interest in a Lot within the Subdivision Property shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his ownership interest, at which time the new owner of such ownership interest shall automatically become a member of the Association.

(ii) Manager. The Manager of the Association, elected or chosen by majority members or by the Developer as set forth above, shall exercise the powers, discharge the duties and be vested with the rights conferred upon the Association by operation of law, by the By-Laws and by this Declaration. The manager of the Association need not be a lot owner.

6. LOT UNIT BOUNDARIES: Each Lot shall consist of and contain that which is situated within the boundaries of such Lot as shown on the Subdivision Plat of record in Plat Book 38, Page 115, Register's Office for Williamson County, Tennessee, and on those Subdivision Plats subsequently recorded.

7. COMMON EXPENSES AND ASSESSMENTS: (i) It is the express duty of each Lot Owner, to promptly pay his share of the Common Expenses for the upkeep of the said road. The Common Expenses shall be assessed against the Lot Owners by the Association attributable to each respective Lot, which percentage interest shall be per Lot Owner a fraction the numerator of which shall be one (1) and the denominator of which shall be the number of platted and developed Lots in the Subdivision, subject to the addition of other lots arising from the expansion or annexation of the Subdivision Project. The Common Expenses and assessments shall be paid in the manner required by the Board.

(ii) The Association shall have a lien upon each Lot and the Lot Owner's ownership interest for the payment of all assessments levied by the Association against such Lot which remain unpaid for ten (10) days after the same have become due and payable. Notice of said lien may be filed with the Register's Office for Williamson County, Tennessee, pursuant to authorization given by the Board. Such notice shall contain a description of the Lot, the name or names of the Lot Owner(s), the amount of the lien

claimed and shall be subscribed by an officer of the Association. The lien shall remain valid for a period of one (1) year from the date it arises, unless sooner released or discharged. Each Lot Owner shall also be personally liable for all assessments levied by the Association against his Lot, including court cost and attorney fees. After any foreclosure of a lien for delinquent assessments, the owner of the Lot subject to the lien shall be required to pay a reasonable rental for the Lot, and the Association shall be entitled to the appointment of a receiver to collect such rental.

(iii) Priority of Association's Liens. The lien granted the Association herein above shall take priority over any line or encumbrance previously or subsequently arising or created, except liens for real estate taxes and assessments and the lien of a real estate mortgage which has theretofore been filed for record. The lien herein granted may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by an officer thereof pursuant to authority granted by the Board of Managers. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale. Notwithstanding anything herein above, the lien of the Association shall not take priority over a valid recorded first mortgage or deed of trust lien given by a Lot Owner to finance the purchase of such Lot.

(iv) Default. In the event of default in paying Common Expenses or other assessments by any Lot Owner, such Lot Owner shall be obligated to pay interest at the maximum legal rate on such Common Expenses from the due date thereof, together with all expenses, including attorney's fees and court costs, incurred by the Manager in any proceeding brought to collect such unpaid common expenses or to enforce the said lien.

(v) Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.

Where the mortgagee of a first mortgage of record acquires an ownership interest in a Lot as a result of foreclosure of the first mortgage, its successors and assigns or subsequent transferees shall not be personally liable for the assessments levied against such Lot which were levied prior to the acquisition of an ownership interest in such Lot by such mortgagee. Such assessments shall be a lien, however, and shall be paid out of any excess monies received, if any, at the foreclosure sale, if applicable. To the extent such assessment are not paid, however, they shall be deemed to be Common Expenses and shall be levied against all of the Lot Owners at the time of the first assessment next following the acquisition of title by such mortgagee except that the mortgagee, its successors and assigns, or transferees shall have no liability for pre-foreclosure assessments on that particular Lot.

(vi) Liability of Assessments Upon Voluntary Conveyance.

In a voluntary conveyance of an ownership interest in a Lot, other than be deed in lieu of foreclosure, the grantee of the ownership interest shall be jointly and severally liable with the grantor of the ownership interest for all unpaid assessments levied by the Association against such Lot prior to the time of the grant or conveyance, without

prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, such prospective grantee shall, upon written request, be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with the respect to the ownership interest to be conveyed, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of making of such request if the same were not set forth in such statement.

8. **LOTS SUBJECT TO THE DECLARATION:** Each Lot Owner shall be governed by and shall comply with the terms of this Declaration, the Charter, the By-Laws, if any, and by such documents and regulations as they may be amended from time to time by a majority of the lot owners. The acceptance of a deed of conveyance, devise, or inheritance, or the entering into of a contract of sale for a Lot or of a lease and/or occupancy of a Lot shall constitute an agreement that the provisions of this Declaration, the Charter, the By-Laws, are accepted and ratified by each Lot Owner and/or tenant and occupant and are taken to be covenants running with the land and shall bind any person having at any time any interest or estate in any such Lot as though such provisions were recited and stipulated in full in each such deed of conveyance, devise, inheritance or lease.

9. **AMENDMENTS:** This Declaration may be amended by the Developer as in its sole discretion deems appropriate, or by the consent of Lot Owners of not less than a majority of the lots in the Subdivision. Such Lot Owners' consent may be obtained either by written consents, or by a duly adopted resolution at a meeting of the Lot Owners' called in accordance with the Association documents. A certificate of amendment setting forth the alteration and/or amendment and the manner of its adoption shall be executed by the Developer, or by the Manager and the Secretary of the Association, and shall be filed with the Register's office for Sumner County, Tennessee. Such amendment shall be effective from and after the time said certificate is so filed for recording.

10. **PARTITIONING AND SUBDIVIDING OF LOTS.**

Partitioning or subdividing any lot shall not be allowed.

11. **MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS:**

(i) Responsibility of the Association. Except as otherwise expressly provided herein, the Association at its expense, shall be responsible for the management, maintenance, repair, replacement, alteration and improvement of the road. The Association may delegate all or any portion of its authority to discharge such responsibility to a managing agent. Such delegation to a managing agent may be evidenced by one or more management contracts, no one of which shall exceed three (3) years in duration, which shall provide for the payment of reasonable compensation to said managing agent as a Common Expense.

(ii) Responsibility of Lot Owner. The responsibility of each Lot Owner shall be as follows:

(a) To maintain, repair and replace, at his expense all portions of his lot and all improvements thereon.

(b) To perform his responsibilities in such a manner so as not to unreasonably disturb other Lot Owners and occupants;

(c) To pay all costs for utility services furnished to his lot;

(d) Not to impair the use and enjoyment of the easements herein provided. During construction to keep the job site clean and neat, with debris picked up and mud washed off the streets as soon as possible.

(e) To observe, fulfill and perform all other obligations of a Lot Owner as set forth in this Declaration or the By-Laws or any rules promulgated pursuant thereto.

12. EXTERIOR MAINTENANCE.

(a) Lots and Improvements Thereon. (a) All Lots subject to this Declaration, together with the exterior of all improvements located thereon, shall be maintained in a neat, safe and attractive condition by their owners. There shall be no dusk to dawn lighting located on said property, however, this does not preclude motion sensitive lighting. All heating and cooling equipment, electric meters, etc. must be on the side or rear unless not allowed by MTEMC. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any Lot Owner to maintain his Lot and exterior of all improvements located thereon in a neat, safe and attractive condition, Developer, its designated committee or its authorized agents or employees, or thereafter the Association's Board may, after 14 days' notice to such owner enter upon such Lot and perform such exterior maintenance as said Developer or its committee, in the exercise of their sole discretion, may deem necessary or advisable.

Such owner shall be personally liable to the Developer or the Homeowners Association for the direct and indirect costs of such maintenance and the liability for such costs shall be a permanent charge and a lien upon such Lot enforceable by Developer or its committee by any appropriate proceeding in law or in equity.

(b) Notwithstanding the foregoing, nothing herein contained shall apply to the maintenance of any Lot as long as title to same is held by the Developer primarily for the purpose of sale.

13. EASEMENTS.

(i) General. In addition to those easements as may be provided on the Plat(s) of Subdivision Property, as may be amended or modified, and provided elsewhere in this Declaration, those provided for in sections (ii) and (iii) of this Paragraph 20 shall and do exist.

(ii) Utilities, etc. All utilities which service residential lots in this subdivision are to be underground. There is hereby granted a blanket easement upon, across, over

and under the Subdivision Property, or any portion thereof for ingress, egress, installation, replacing, repairing and maintaining a master television antenna and cable system and all utilities, including but not limited to, water, sewer, cable television, gas, telephone, electricity and drainage. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment to affix and maintain utility wires, circuits and conduits on, above, across and under the Subdivision Property, or any portion thereof. The easements provided for in this section (ii) shall in no way affect any other recorded easements on said property.

14. **COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY.** The following covenants and restrictions as to the use and occupancy of the Subdivision Property, shall run with the land and shall be binding upon each Lot Owner and occupant.

(i) Purpose of Property. The Subdivision Property shall be used for single family residence purposes and such common purposes auxiliary thereto and for no other purposes. A Lot Owner or occupant may use a portion of his single family residence for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Lot Owner or occupant and further provided that such activities shall not involve the personal services of any Lot owner or occupant to a customer or other person or client who comes to the Subdivision Property, and shall not be in violation of any applicable zoning regulation of Williamson County, or successor municipal entity. All buildings shall be located in the building envelope as shown on the recorded plat.

(ii) Residential Purposes. No house trailer or mobile home shall be permitted on any Lot at any time. No shed, garage, outbuilding or other appurtenant structure shall be used for residential purposes.

(iii) Occupancy. Before any Lot may be occupied as a residence, the improvements constructed or to be constructed thereon must be substantially complete and approved for occupancy by the County; no residence, however, may be occupied without the prior approval of the Developer, or its committees.

(iv) Building Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and shall not be stored on such Lot for longer than that length of time reasonably necessary, in the sole discretion of Developer, or its committees, for the construction in which same is to be used.

(v) All buildings in the Subdivision shall have masonry or concrete foundations, designed to provide a crawl space, having a minimum of four (4) block courses in height with no exposed block or concrete. Materials and design for exterior construction shall be all brick or stone, except for gables on the ends of the house. Dormers with gables, dryvit, stucco or hand laid stone are permitted. Other materials, such as wood, hardiplank may be used for accent materials. All chimney veneers must be of

brick, stone, or dryvit, and there can be no cantilevered chimneys. All chimneys must be full height capped, and chimney flues must be concealed. Frieze boards should have a minimum width of 6", with at least 8" minimum distance between the top of the window and the bottom of the frieze board.

(vi) A residence in the Subdivision shall consist of a minimum living floor area, exclusive of garages, porches, patios and decks, of Two Thousand Seven Hundred (2,700) square feet as to one story residence and 1.5 story must have a minimum of Two Thousand (2,000) square feet on the ground floor. A two story must contain a minimum of Three Thousand (3,000) square feet. No decks or wood step shall be place at the front of the house. Any deck or patio connected to the residence shall have a minimum size of 12' by 16'. The minimum size of barns shall be 900 square feet and a maximum size should be 2500 square feet and all plans must be pre-approved prior to commencement of construction by the Developer. Any and all outbuildings not attached to the residence shall have a minimum size of 900 square feet and shall be no more than 1500 square feet.

(vii) It shall be obligatory upon all Lot Owners to consult with the authorities of the governing and regulatory body having jurisdiction before any driveways, culverts, or other structures or grading are commenced or constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirements of the governing body having jurisdiction in order that the roads or streets within the development, which shall be affected by such placement or construction, may not be disqualified for acceptance in the road system of the governing body having jurisdiction.

(viii) Drainage easements as shown on the recorded plat of the Subdivision shall be for the purpose of constructing, maintaining, opening or widening storm drains and open ditches. A perpetual easement is reserved on each Lot for the construction and the maintenance of utilities, including, but not limited to, electricity, gas, sewer, telephone, cable television and water. No structure of any kind shall be erected or maintained upon or over said easements, except such as are constructed for public utility purposes. All electrical and other utilities must be underground commencing from the public tie ins and going to the structure that it is servicing. All yards, at the completion of construction, must be graded and seeded, with a minimum of two trees of 3" caliber in the front yard.

(ix) Hobbies and Activities. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken on any part of any Lot or property adjacent to any Lot.

(x) Tanks. No exposed above-ground tanks will be permitted for the storage of fuel, water or any other substance.

(xi) Mail Boxes. Only mail boxes of a type designated by Developer shall be permitted by a Lot Owner, or its occupant, and shall be maintained by the Lot Owner in a neat and safe manner.

(xii) Clotheslines and Antennas. Outside clotheslines, satellite dishes, (unless the same is equal to or less than eighteen (18") inches in diameter and is located in such a manner as to be concealed from the view of the public street abutting the subject Lot), solar discs or antennas will not be permitted on any Lot.

(xiii) Signs. No signs shall be erected or maintained on any Lot, except one (1) professionally lettered builder or realtor sign, or sign of the Lot Owner advertising the residence and Lot for sale. Such signs shall be of a permanent material and not be more than 24 X 36 inches in size. Such signs shall not extend to a height greater than three (3) feet above the ground.

(xiv) Garages. All houses in the Subdivision Project shall have a fully enclosed and attached garage. Garages shall be of a minimum exterior width of eighteen (18') feet and designed to accommodate at least two (2) automobiles.

(xv) Storage and Location of Automobiles, Boats, etc. No trailer, house trailer, mobile home, motorcycle, automobile or other similar type vehicles or equipment shall be kept or stored on any Lot unless in the enclosed garage. It is the intent of this section to require any such vehicle or equipment to be kept or stored in the enclosed garage located on said lot. This restriction does not include the storage of horse trailers for private use.

(xvi) Fences. Only fencing with three (3) or four (4) rail wood fence or stock fence with top wood rail is allowed. No chain link, temporary, electric or barb wire fencing is allowed.

(xvii) Swimming Pools. Any swimming pool located on a Lot shall not be constructed above the Lot grade and no swimming pool may be located in the front or side yards of any Lot.

(xviii) Trash Containers, Etc. Containers for garbage, trash or other refuse, woodpiles and any and all equipment and materials of every type and kind placed on a Lot (whether temporary or permanent) shall be concealed from the view of neighboring lots, roads, streets, or open areas and must be removed on a regular basis. All headwalls must meet Williamson County regulations and be constructed of brick and masonry materials.

(xix) Construction. Construction of any structure in the Subdivision Project shall be completed within twelve (12) months from the date of commencement of construction thereof. Lot numbers one (1) and two (2) are restricted from clear cutting of existing trees having a caliper larger than 4" within 50 feet of existing unnamed Harpeth River tributary without the prior approval from the Williamson County Division for Storm Water Pollution Control.

(xx) Hazardous Uses and Waste. No Lot Owner shall permit anything to be done or kept in or on his lot which produces hazardous waste.

(xxi) Animals and Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any lot except that dogs, cats, horses or other usual household pets may be kept in or on the Lots, provided that they are not kept, bred

or maintained for any commercial purpose, and provided, further, that any such animal causing, threatening or creating a nuisance or unreasonable disturbance shall be permanently removed from the Subdivision Property upon three (3) days written notice from the Developer or association. Each lot must have a minimum of two (2) acres of pasture land per horse. Animal waste must be properly stored, spread or removed on a regular basis. Each lot owner shall be responsible for maintaining a six foot buffer of well groomed landscaping off of the road. Further, no pasture land shall be allowed within thirty (30) feet from the sides and rear of the said residence and fifty (50) feet from the front of said residence.

(xxii) Nuisances. No noxious or offensive activity shall be carried on in or on any Lot nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any of the Lot Owners or occupants

(xxiii) Rental of Lots. No Lot shall be rented by the Lot Owner for transient or hotel purposes, which shall be defined as (1) rental for any period less than thirty (30) days, or (2) if the occupants of the Lots are provided customary hotel service, such as room service for food and beverage, maid service, furnishing of laundry and linen and bellboy service. Other than the foregoing restrictions, Lot Owners shall have the right to lease their respective Lots, provided that said lease is made subject to the covenants and restrictions in this Declaration and the By-laws.

(xxiv) Each Lot Owner shall, at his own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of his Lot and casualty insurance affording coverage upon his real and personal property inasmuch as the same will not be insured by the Association.

(xxv) Each of the Lot Owners, occupants, the Association, the Developer and any affiliates of the Developer hereby release each and all of the Lot Owners, occupants, the Association, the Developer and any affiliates of the Developer, of and from any liability for damage to or destruction of any part of the Subdivision Property and of any personal property situated thereon to the extent that the owner or owners of the damaged or destroyed property is or are compensated by insurance as a result of such damage or destruction.

15. Responsibility for Reconstruction or Repair.

Each Lot Owner shall be responsible for reconstruction and repair of his Lot and its improvements after casualty.

16. MISCELLANEOUS:

(i) Severability. The invalidity in whole or in part of any covenant, restriction, condition, paragraph, subparagraph, sentence, clause, phrase, or other provision of this Declaration, as amended, the Charter, By-Laws, and any rules and regulations promulgated shall not affect or impair in any manner the remaining portions thereof.

(ii) Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or prescribe the scope of the paragraph or the intent of any provision thereof.

(iii) Gender. The use of the neuter gender or masculine gender shall be deemed to include the feminine gender, the use of the singular shall be deemed to include the plural, whenever the context so requires.

(iv) Waiver. No covenant, restriction, condition, obligation, or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF, the Developer has executed this Declaration at Franklin, Williamson County, Tennessee, on the day and date first above written.

DEVELOPER

Knotts Enterprises, LLC

By: Wayne Knotts
Wayne Knotts, Chief Manager

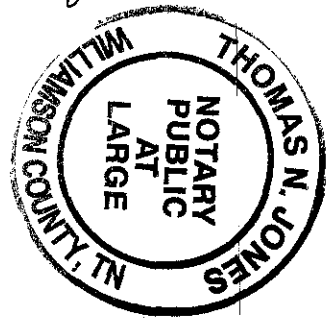
State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, Wayne Knotts, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand this 1st day of Feb, 2005.

Thomas N. Jones
NOTARY PUBLIC

My Commission Expires: 7-24-07



BK/PG: 3498/943-953

05010231

RESTRICTIONS	
03/10/2005 12:43 PM	
BATCH	41361
MTG TAX	0.00
TRN TAX	0.00
REC FEE	55.00
DP FEE	2.00
REG FEE	0.00
TOTAL	57.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS