Prepared by: BARGE, WAGGONER, SUMNER & CANNON

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

Applicable to the Plan of Still Spring Hollow Subdivision, Boundary Plat, of record in Plat Book 6900 at page (s) 991 and 992, Register's Office for Davidson County, Tennessee, and subsequent Sections thereof.

THIS DECLARATION, made on the date hereinafter set forth by GREATER MIDDLE TENNESSEE DEVELOPMENT PARTNERSHIP hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this declaration and desires to create thereon a residential community with permanent, open spaces, and other common facilities for the benefit of the same community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article I to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property, and each owner thereof; and

WHEREAS, Declarant has deemed it desireable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, THE STILL SPRING HOLLOW OWNER'S ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Declarant declares that the real property described in Article I hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION:

Section I. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Nashville, Davidson County, Tennessee, and is more particularly described as follows:

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, located 1,000 feet, more or less, north of U.S. Highway 70 on Hicks Road and being more particularly described as follows:

BEGINNING at a point in the easterly margin of Hicks Road, said point being 900 feet, more or less, north of U.S. Highway 70;

THENCE, with said margin, the following calls:

With a curve to the left 66.72 feet, said curve having a central angle of 03 deg. 43' 59", a radius of 1,001.77 feet and a chord of N 14 deg. 06' 37" W, 66.71 feet to a point;

N 16 deg. 01' 06" W, 334.39 feet to a point;

With a curve to the right 190.36 feet, said curve having a central angle of 13 deg. 24' 18", a radius of 813.63 feet, and a chord of N 09 deg. 18' 57" W, 189.92 feet to a point;

N 02 deg. 36' 48" W, 151.76 feet to a point;

With a curve to the left 174.35 feet, said curve having a central angle of 17 deg. 55' 33", a radius of 557.28 and a chord of N 11 deg. 34' 34" W, 173.64 feet to a point in the southeasterly corner of Davidson County Board of Education of record in Book 2742, Page 217, R.O.D.C;

THENCE, leaving said easterly margin, with the southerly line of Board of Education, N 76 deg. 57' 19" E, 311.38 feet to a concrete monument;

THENCE, N 21 deg. 32' 19" E, 464.71 feet to a concrete monument;

THENCE, N 78 deg. 01' 26" W, 375.42 feet t an iron pin in concrete at the northwest corner of the Board of Education;

THENCE, with the easterly line of Alfred T. Levine of record in

Book 4402, Page 204, R.O.D.C., N 00 deg. 46' 21" E, 998.11 feet to a point;

THENCE, severing the properties of Phillip Davis, Jr. of record in Book 5161, Page 204, R.O.D.C. and Phillip L. Davis of record in Book 4851, Page 78, R.O.D.C. the following calls:

S 28 deg. 42' 57" E, 258.69 feet to a point;

With a curve to the left 146.86 feet, said curve having a central angle of 22 deg. 26' 21", a radius of 375.00 feet and a chord of S 17 deg. 29' 46" E, 145.93 feet to a point;

N 83 deg. 43' 24" E, 115.00 feet to a point,

S 06 deg. 16' 36" E, 90.00 feet to a point,

S 83 deg. 45' 09" E, 43.82 feet to a point,

N 07 deg. 57' 05" E, 140.00 feet to a point,

N 07 deg. 14' 47" E, 463.75 feet to a point,

N 02 deg. 59' 23" W, 130.00 feet to a point,

N 13 deg. 50' 07" W, 195.00 feet to a point,

N 21 deg. 33' 45" W, 238.01 feet to a point in the southeast corner of E.H. Duncan, et ux., of record in Book 2639, Page 495, R.O.D.C.;

THENCE, with Duncan's east line, N 12 deg. 55' 42" E, 502.35 feet to a point in the southerly line of Robertson Highlands Associates, of record in Book 7116, Page 251, R.O.D.C;

THENCE, with Associates southerly line, N 89 deg. 33' 23" E, 187.54 feet to a point;

THENCE, severing the properties of Phillip L. Davis and Carey G. Davis of record in Book 5161, Page 200, R.O.D.C., the following calls:

S 12 deg. 00' 00" E, 1,542.98 feet to a point,

S 26 deg. 30' 00" W, 670.00 feet to a point,

S 20 deg. 30' 00" E, 900.00 feet to a point in the northerly line of Deer Lake, of record in Book 5050, Page 62, R.O.D.C.;

THENCE, with northerly line of said Deer Lake, N 87 deg. 29' 40" W, 800.00 feet to a point,

THENCE, S 03 deg. 50' 41" W, 741.03 feet to the point of beginning.

Containing 1,623,177 square feet or 37.36 acres, more or less.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Still Spring Hollow Owner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagees unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described as follows:

BEING all of the land shown on the plan of Still Spring Hollow Subdivision as open space, and subsequent Sections thereof.

Section 4-A. "Common Area - Open Space." The Common Area shall not be used except for one of more of following uses and purposes:

1. Recreational facilities, the primary purpose of which is to serve the residents of Still Spring Hollow Subdivision.
2. Historic sites.
3. Parks and parkway areas.
4. Natural sites worthy of scenic preservation.

The Common Area shall remain permanently as open space and there shall be no subdivision of same. No building, structure or facility shall be placed, installed, erected or constructed in or on said Common Area unless it be purely incidental to one or more of the uses above specified, and unless prior approval of the Metropolitan Nashville Planning Commission shall be obtained.

Notwithstanding any general or other provision providing for the amendment of this Declaration of Covenants, Conditions and Restrictions, no amendment shall be made affecting the Common Area without the consent and approval of the Metropolitan Nashville Planning Commission. An Open Space Easement is being conveyed by the Declarant to the applicable governmental authority so as to guarantee and insure that the said Common Area shall remain open space, with its uses, buildings, facilities, etc., limited as above specified.

Section 5. "Lot" shall mean and refer to any building lot designated and shown upon the recorded subdivision plat of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to GREATER MIDDLE TENNESSEE DEVELOPMENT PARTNERSHIP its heirs, successors if such heirs successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership;

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership

on the happening of either of the following events, whichever occurs earlier: (a) When the total votes outstanding in the Class A membership equals twice the total votes outstanding in the Class B membership; (b) On the fifth (5th) anniversary of the execution of this Declaration; or (c) When the Developer by written instrument, relinquishes its Class B status and agrees to accept Class A status for each lot owned.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate to transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the ByLaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligtion of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be Two Hundred Twenty Five ($225.00) per lot.

(a) From and after January 1 of the year immediately following conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than Ten Percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of this meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and

special assessments must be fixed at a uniform rate for all lots and will be collected on yearly bases in advance during the first calendar month of each year.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the lot, except the Declarant reserves the right to waive the assessments for a period not to exceed 6 months. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Notwithstanding anything herein to the contrary, no annual or other assessment shall be charged to any lot until such time as ownership of such lot is conveyed by Declarant to a second party, it being understood and established that Declarant shall not be liable for assessments upon any such lot prior to the initial conveyance of any such lot by Declarant.

Section 8. Effect of NonPayment of Assessments: Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose thelien against the property. No Owner may waive or otherwise escapt liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The

lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Common Open Space

It shall be expressly understood and agreed to by each Lot Owner that the City of Metropolitan Nashville, Tennessee is hereby authorized and empowered to require the Association and each Lot Owner, jointly and/or severally, to provide for the olderly maintenance and upkeep of the Common Areas. In the event that the City of Metropolitan Nashville, Tennessee, determines in its sole discretion, that the Common Areas are not being maintained in an orderly fashion or that the Common Areas are unsightly, the City of Metropolitan Nashville, Tennessee, and its agents, may upon thirty (30) days' notice to the Association enter upon the Common Areas and make any repairs or improvements to the Common Areas which the City of Metropolitan Nashville, Tennessee, in its sole discretion, deems necessary to restore the maintenance and upkeep of the Common Areas to an orderly condition and to alleviate any unsightly problems associated with the Common Areas. Thereafter, the Association and each Lot Owner shall be obligated to pay to the City of Metropolitan Nashville, Tennessee, its costs for all improvements, work, and/or labor, supplied or furnished to the Common Areas. The obligation to pay said costs shall be a personal obligation of the Association and each Lot Owner, jointly and severally. All such costs shall be paid to the City of Metropolitan Nashville, Tennessee within five (5) days of receipt from Metropolitan Nashville, Tennessee of a statement for such costs, which

receipt shall be required to be served upon the President of the Association only. All Lot Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each Lot in favor of the City of Metropolitan Nashville, Tennessee, the amount of which shall include cost and reasonable attorney's fees to the extent permissible by law. The City of Metropolitan Nashville, Tennessee may bring an action at law against the Association and/or any Lot Owner, or foreclosure the lien against any property owned by any Lot Owner. Neither the Association nor any Lot Owner may waive or otherwise escape liability for the cost incurred by the City of Metropolitan Nashville, Tennessee, as described herein.

ARTICLE VI

ARCHITECTURAL CONTROL AFTER CONSTRUCTION OF THE DWELLING

Section 1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, king, shape, heights, materials, location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. After the sale of the final lot in each section of Still Spring Hollow Subdivision the Declarant will relinquish this responsibility to the Board of Directors of the Association, or an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Declarant or Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with fully.

Section 2. In order to provide an orderly plan of

construction and protect the common interest of the Lot Owner, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the Declarant and all subsequent Owners thereof, in any capacity whatsoever.

RESTRICTIVE COVENANTS

STILL SPRING HOLLOW

WHEREAS, said Declarant desires to place the following restrictions thereon for the protection of said Declarant and those who may hereafter acquire title to any or all of said Lots in said Subdivision.

NOW THEREFORE, the following restrictions and covenants shall be covenants running with the land and binding and obligatory on all purchasers thereof, their heirs, successors and assigns until January 1, 2025, unless extended.

1. No construction of any building, out house, or other improvements on the premises shall be commenced prior to the construction of the dwelling house and no debris, old lumber or unsightly objects shall be moved on to any lot in said Subdivision prior to starting construction of the residence thereon and the outside of every dwelling shall be completed before occupancy. All construction shall be completed within six (6) months, but this provision shall not preclude the later construction of garages or additions to the dwellings.

2. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family.

3. No lots or lot as shown hereon shall again be subdivided, altered or changed so as t produce less area than hereby established, unless otherwise approved by the Metropolitan Nashville Planning Commission.

4. No noxious or offensive operations shall be conducted or maintained on any lot or common area and nothing shall be done on any lot or common area which may constitute a nuisance or unreasonable annoyance to the neighborhood.

5. No poultry, livestock, or animals shall be allowed or maintained on any lot or common area at any time; the keeping of dogs, cats or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats, or other animals for commercial purposes.

6. No trailer, basement, tent, shack, garage, barn or other out building shall at any time be used as a residence, temporarily or permanently, nor shall any residence or a temporary character be permitted. Further, no house trailer or such vehicle shall be stored on the premises. Vacation trailers, campers, and boats can be stored on the premises, but must be stored inside the garage or behing the dwelling and not visible from the street in front of the dwelling.

7. No building shall be constructed or maintained on any lots nearer the front of the lot than the set-back line, established upon construction of the dwelling unit.

8. It shall be obligatory upon all owners of lots in this subdivision which is in the City of Metropolitan Nashville in Davidson County, Tennessee, to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded plan of said Subdivision, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of the City of Metropolitan Nashville.

9. A perpetual easement is reserved on each lot, as shown on the recorded plan, for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

10. All plans must be approved by the declarant prior to construction. Any residence erected on any lot, as shown on said plan, shall have a two-care garage, and a minimum living area, exclusive of garage as follows:

    (a) One floor plan, with attached or detached garage on the same grade, 1,800 square feet.

    (b) One floor plan, with garage in basement (this includes a plan with finished room and rooms over the garage), 2,000 square feet.

    (c) Split level, 2,200 square feet, with a minimum of 1,450 square feet on the lower level.

    (d) Two-story, 2,200 square feet, with a minimum of 1,100 square feet on the lower level.

    (e) A house may have a detached garage but the construction must be similar in quality and design to that of the dwelling unit.

11. All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. No man-made stone will be permitted on any structure.

12. (a) All driveways and turn arounds to be exposed brown agragate concrete.
    (b) All roof systems must be a minimum of 8/12 pitch with the exception of 1-1/2 story structures on the rear.

    (c) All roof colors to be approved by ACC.

    (d) All exterior paint and brick colors to be approved by the developer.

13. The sewerage from all residences on the premises shall be handled by sanitary sewer.

14. No wall or window heathing or air conditioning units will be permitted.

15. No old house shall be permitted to be brought into the subdivision and placed or erected on any lot without approval of all owners in said subdivision.

16. No clothes lines or radio and television antennas shall be permitted in any yards or on any roof. This provision will also prohibit satellite dish antennas.

17. No chainlink fence will be permitted in any yard. Fence materials and design must be approved by the declarant. On corner lots, no fence shall be constructed or maintained between either building or set-back line, and either street; on all lots, no fence shall be constructed or maintained between the front building or set-back line and the street unless permitted by the declarant and the Owner's Association.

18. All trash cans or recepticals will be stored so as not to be seen from any street.

19. Invalidation of any one of these restrictions and covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

20. If any present or future owner of the above land, or their successors, heirs, assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any other lot or any part of the property prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate such covenants or restrictions, and either prevent him or them from so doing or to recover damages or other dues for such violations.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Ivalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, until January 1, 2025, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the initial term by an

instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of all votes.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 15 day of SEPTEMBER, 1989.

DECLARANT: Greater Middle Tennessee Development Partnership
Trianon Developments LTD.
Managing General Partner

BY: _____
RAY SMITH, PRESIDENT

_____
Fred M. Stevenhagen, Secretary

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____ a Notary Public in and for the State and County aforesaid, personally appeared _____

_____

with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____ a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____. Witness my hand and official seal at _____, _____, this ____ day of _____, 19__.

_____
NOTARY PUBLIC

Commission Expires_____

(ACKNOWLEDGEMENT PAGE)

STATE OF TENNESSEE
COUNTY OF

On this 15 day of Sept, 1989, before me personally appeared Ray Smith and Fred Stevenhagen with whom I am personally acquainted and who upon oath, acknowledged themselves to be the President and Secretary of Trianon Developments, Ltd., a Delaware Corporation, a General Partner of Greater Middle Tenenssee Development Partnership, a Tennessee General Partnership, and they as such Officers being authorized to do so executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as such Officers.

WITNESS my hand and Notarial Seal at office the day and year above written.

Notary Public

My Commission Expires:

11-12-89

STATE OF TENNESSEE
COUNTY OF

On this ____ day of _____, 1989, before me personally appeared Gregory L. Wood and Fred Stevenhagen with whom I am personally acquainted and who upon oath, acknowledged themselves to be the President and Secretary of Oakland Investments, Ltd., a Delaware Corporation, a General Partner of Greater Middle Tenenssee Development Partnership, a Tennessee General Partnership, and they as such Officers being authorized to do so executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as such Officers.

WITNESS my hand and Notarial Seal at office the day and year above written.

Notary Public

My Commission Expires:

_____

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IDENTIF. TREFERENCE

Oct 19 9 49 AM '89

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY TN.

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