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THIS INSTRUMENT PREPARED BY: Jennifer S. Dunlap, Attorney
7101 Executive Center Drive, Suite 151
Brentwood, TN 37027

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CEDARMONT PLACE SUBDIVISION

This Declaration is made as of the 20th day of August, 2003, by George Basch, hereinafter referred to as "Declarant," with reference to the following facts:

WITNESSETH

Declarant is the owner of certain real property (hereinafter referred to as the "Property") described on the Plan of Cedarmont Place, attached hereto as Exhibit "A".

Definitions.

"Association" shall refer to Cedarmont Place Homeowner's Association, Inc., a mutual benefit, not-for-profit corporation, organized and existing under the laws of the State of Tennessee, the Charter and By-Laws being recorded simultaneously herewith.

"Owner" shall refer to the record owner whether one or more person or entity, of a fee simple title to any lot which is a part of the "Property", including contract seller(s), but excluding those having such interest merely as security for the performance of an obligation.

Declarant desires to impose certain conditions and restrictions upon the development of the Property for the enhancement of the Property.

NOW THEREOF, Declarant, as owner of the Property, for himself and his successors and assigns, declares as follows:

1. Residential Use. Except as otherwise provided in this Declaration, lots shall be used for residential purposes only and for no other purpose. No business, commercial, manufacturing or mercantile use or purpose, or for any other nonresidential use or purpose.

2. Unlawful Activity. No unlawful activity shall be conducted on any lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of occupants and/or Owner(s) of lots.

3. Covenant for Maintenance Assessments. The Declarant subjects the Property to (1) an annual assessment or charges and (2) special assessments for capital improvements. The assessments shall be used exclusively for the purpose of improvements and maintenance of the Property. 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 Lot against which the assessment is made. This lien provided for herein shall be subordinate to the lien of any first mortgage. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is/are the Owner(s) of such Lot at the time which assessment becomes due. The personal obligation for delinquent assessments shall not pass to their respective successor(s) in interest unless expressly assumed by such successors in interest. The Association may bring an action pursuant to the provision contained in Section 22 against the Owner(s) personally obligated to pay the same, or foreclose the lien against the property. All property dedicated to or accepted by a local public authority shall not be subject to the assessments provided for in this Section.

4. Membership. Every Owner(s) of a Lot 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.

5. Party Walls. Each wall which is built as a part of the original construction of the residential units upon the Property and placed on a dividing line between Lots shall constitute a party wall, and, the general rules of law regarding party walls and liability for property damage due to negligence, or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of the Property. If a party wall is destroyed or damaged by fire or other casualty, any Owner(s) who has used the wall may restore it, and require contribution toward restoration from any other Owner(s). The right of any Owner(s) to contribution from any Owner(s) under this provision shall be appurtenant to the land and shall pass to such Owners' respective successor(s) in interest. Any dispute arising concerning a party wall shall be resolved pursuant to the provisions contained in Section 22, Interpretation and Enforcement.

6. Parking. No boat, trailer, recreational vehicle, camper, camper truck or commercial vehicle shall be parked, stored or left (a) in any driveway or (b) on any other part of a lot unless the same are fully enclosed within the garage located on the lot, or are kept behind the house on the lot and behind a fence no less than six (6) feet in height and which fully screens them from the view of the public walking by such lot. Any automobile, motorcycle or truck shall be parked, stored or left wholly within the garage located upon the lot, except to the extent a garage is already occupied to capacity, in which case such vehicle may be parked temporarily in the driveway. This restriction shall not apply to sales trailers, construction trailers or other vehicles which may be used by Declarant and its agents and contractors in the conduct of their business. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living or dwelling area within the Property. No repairs to or maintenance of any automobile or other vehicle shall be made or performed on any driveway or front side or rear yard area, except in the case of emergency.

7. Signs. No owner shall place on or about any window any metallic foil or other coating, substance of material which similarly acts as a reflector of light and no owner shall display, hang, store or use any signs whatsoever outside of the dwelling on any lot or in any dwelling so as to be visible from outside the lot. Notwithstanding the foregoing, one sign of customary and reasonable dimensions, conforming to such reasonable standard as may be adopted by Declarant, advertising a lot for sale or rent may be place by the owner on his lot in such manner that it will be visible from outside the lot. The prohibitions in this section shall not apply to Declarant or its agents, who may erect such signs as Declarant deems desirable to promote the sale of lots.

8. Antennas. No owner shall construct, install, erect or maintain any radio antenna or aerial satellite dish larger than thirty-six (36) inches upon any lot or improvement thereon.

9. Laundry. No laundry or wash shall be dried or hung upon the exterior of either lot or any place visible within the Property from outside such lot.

10. Fences. Fences in general shall be no higher than six (6) feet.

11. Pets. No animals shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs, cats, et cetera, shall not exceed three (3) in number except for newborn offspring of such household pets which are under nine (9) months of age. All such animals shall be kept in strict accordance with local laws and ordinances (including leash laws).

12. Trash and Vegetation. No trash, rubbish, garbage or other waste material shall be kept or permitted upon any lot, except in sanitary containers located in an appropriate area concealed from view. No weeds, vegetation, rubbish, debris, garbage, waste materials or materials of any kind whatsoever shall be placed or permitted to accumulate on any lot or any portion of the Property which would render it unsanitary, unsightly, offensive, or detrimental to any property in the vicinity thereof or to the occupants of any property in such vicinity. Grass, hedges, shrubs, vines and mall planting of any type on any lot or any portion of the Property shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to appear neat and attractive. Trees, shrubs, vines and plants which die shall be promptly removed.

13. Wells. No well for the production of, or form which there is produced, water, oil, gas or other substance shall be dug or operated anywhere within the Property, except upon the direction and under the authority of Declarant.

14. Nuisance. No noxious or offensive activity shall be carried on in or upon any lot nor shall anything be done thereon which may be or become an unreasonable annoyance, inconvenience or interferes with the quiet enjoyment of occupants of lots. No Owner shall permit anything to be done or kept on his lot which would result in the cancellation of insurance on any other residence or which would be in violation of any law.

15. Declarant's Rights. Notwithstanding anything to the contrary contained in this Declaration, Declarant, his agents, employees and contractors shall have the right to do such things or take such actions as they deem necessary, advisable or convenient for completion and improvement of the Property and for the sale, rental or other disposition of lots in the Property.

16. Right to Enter. Any governmental agency, including, but not limited to Davidson County, as well as any utility company, their agents, and employees, shall have the right of immediate access to the Property at all times if necessary for the preservation of public health, safety and welfare.

17. Floor Space. The interior floor space of each residence, exclusive of basement, garages, porches, patios, decks, balconies and overhangs, shall be not less than one thousand (1,000) square feet.

18. Reconstruction of Residences. In the event of damage or destruction to a residence by fire or other casualty, the owner shall within four (4) months diligently commence to reconstruct such residence as soon as reasonably possible and substantially in accordance with the original plans and specifications thereof; provided however, that such residence shall be restored so that the exterior appearances thereof substantially resemble their appearances in form and in color prior to such damage or destruction.

19. Easements. Reference is hereby made to Exhibit "A" for description of any and all easements which encroach upon the Property.

20. Amendment. This Declaration of Covenants, Conditions and Restrictions may be amended only by an affirmative vote of the owners of both lots and further, this amendment provision shall not be amended to allow any amendment if owners of both lots do not concur. The foregoing to the contrary notwithstanding, Declarant may amend this Declaration of Covenants, Conditions and Restrictions without the approval of any lot owners provided the amendment does not materially alter or change any owner's right to the use and enjoyment of such owner's lot as set forth in this Declaration and the amendment does not adversely affect the title to any lot.

21. Invalidation. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any of the other covenants, conditions or restrictions or other provisions contained in this Declaration which shall remain in full force and effect.

22. Interpretation and Enforcement. The provisions of this Declaration of Covenants, Conditions and Restrictions are declared to create mutual, equitable covenants and servitudes for the benefit of Declarant, each lot owner or contract purchaser of a lot, and their respective successors in interest. Any controversy or claim arising out of or relating to this Declaration may be settled by arbitration in accordance with the rules of the American Arbitration Association, or by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation and/or to recover all costs and damages suffered by the enforcing party as a result of such violation, including all costs and attorney's or other professional fees incurred by the enforcing party to prevent or correct the violation. Failure of Declarant or any lot owner to enforce any covenant, condition or restriction, or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement (including attorney's fees and court costs) shall be in the expense of the violator or violators.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this Declaration as of the date first above set forth.

Declarant

George Basch

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named George Basch, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, TN, this 26th day of August, 2003.

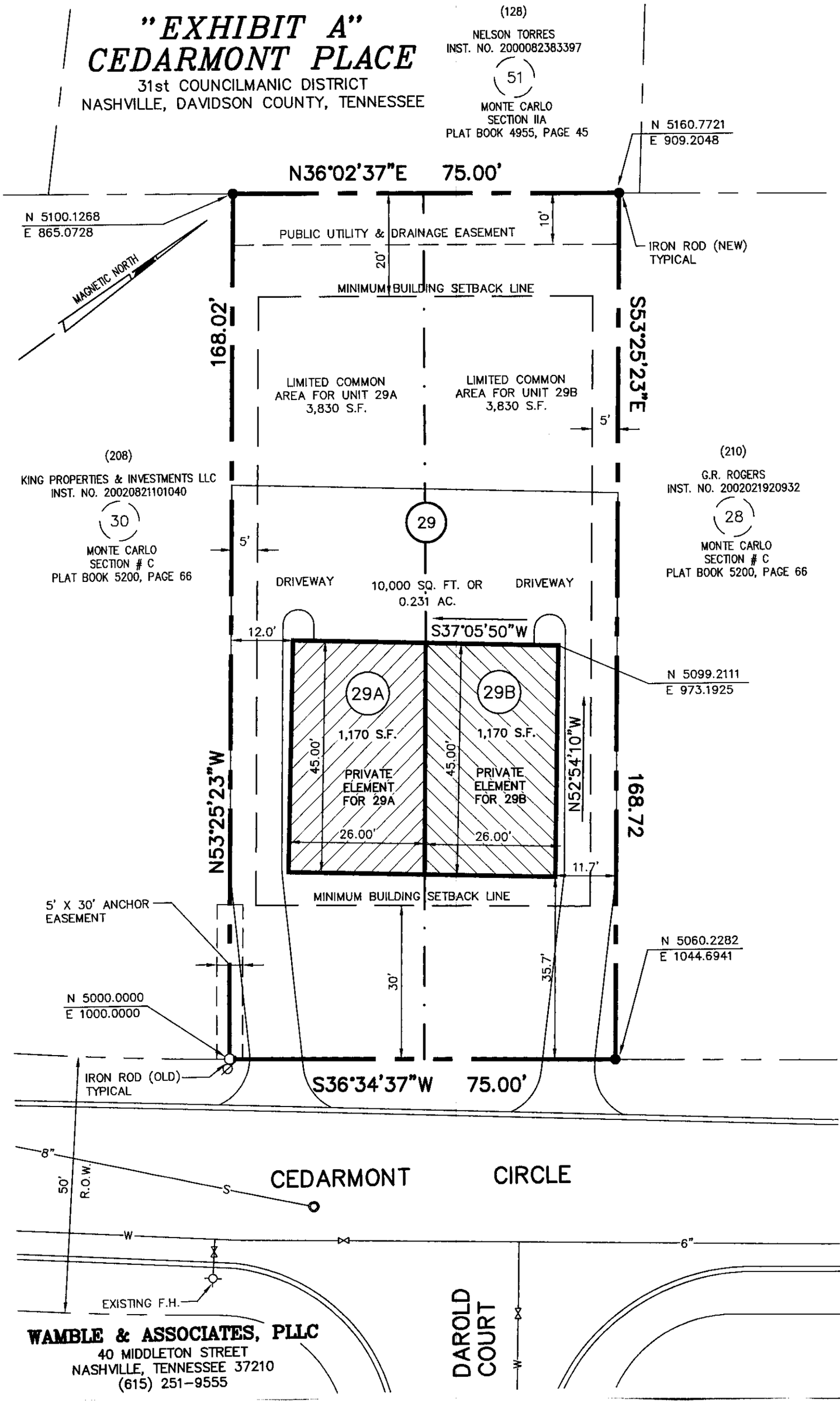
Notary Public

NOTARY PUBLIC AT LARGE DAVIDSON CO. TENN. MY COMMISSION EXPIRES 07/30/2005

My commission expires: 7/30/05

"EXHIBIT A"
CEDARMONT PLACE

31st COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE



WAMBLE & ASSOCIATES, PLLC
40 MIDDLETON STREET
NASHVILLE, TENNESSEE 37210
(615) 251-9555

Prepared By:

Jennifer S. Dunlap, Attorney
7101 Executive Center Dr. #151
Brentwood, TN 37027

BYLAWS

OF

CEDARMONT PLACE HOMEOWNERS' ASSOCIATION, INC.

These Bylaws shall regulate the business and affairs of the Corporation, subject to the provisions of the Corporation's Charter and any applicable provisions of the Tennessee Nonprofit Corporation Act, Section 48-51-101 et seq., Tennessee Code Annotated, et seq. (the "Act").

SECTION 1
FORM OF UNIT ADMINISTRATION

Section 1.01. Property Subject Hereto. The property subject to these By-Laws is described as Cedarmont Place, located on Cedarmont Place, Nashville, Davidson County, Tennessee, said property having been submitted pursuant to the provisions of Section 66-27-101 et seq., Tennessee Code Annotated, by Declaration to which these By-Laws are exhibited and recorded. The definitions contained in the Declaration shall be deemed to be definitions hereof.

Section 1.02. Administration and Operation of the Property. A homeowners' association (the "Association") under the name of "Cedarmont Place Homeowners' Association, Inc" shall conduct the administration and operation of the Property. The By-Laws contained in this instrument shall be the By-Laws for the Association. All activities undertaken by the Association shall be for the sole benefit of the Members, and all funds received by the Association shall be held and applied by it for the use and benefit of the Members in accordance with the Declaration and these By-Laws.

Section 1.03. Applicability of By-Laws. The provisions contained herein are applicable to the Property and the Association and to the use and occupancy thereof. These By-Laws and any amendments thereto shall be covenants running with the land and binding upon each successive Owner, lessee or mortgagee of each Unit. All present and future Owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws and the Declaration. The acceptance of a deed of conveyance or lease with an Owner shall constitute a covenant and agreement by the grantee or lessee that these By-Laws and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.04. Office. The office of the Association and of the Board of Directors shall be located at the Property or at such other location as the Board of Directors may designate.

SECTION 2
MEMBERS

Section 2.01. Rights and Obligations. Each Member hall have, and be entitled to, one (1) vote and shall have the same rights and obligations with respect to voting, dissolution, redemption, transfer and all other matters as all other Members.

Section 2.02. Fees, Dues and Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property which the assessment is made. The Board of Directors may establish membership fees to be paid by Members and may also set from time to time dues, assessments and other fees to be paid by the Members periodically. Any assessment not paid within fifteen (15) days after the due date shall become delinquent. The Association, by and through the Board of Directors, may bring an action at law against the Member personally obligated to pay the assessment or foreclose the lien against the property as more fully described in the Declaration. Interest, costs and reasonable attorney's fees of any action shall be added to the amount of such assessment.

Section 2.03. Resignation. Transfer of the Property by a Member will serve as a resignation of said individual(s).

Section 2.04. Annual Meeting. The annual meeting of the Members of the Corporation shall be held at _____ on the _____ _____ in _____ of each and every year, if not a legal holiday, and if a legal holiday, then on the next succeeding business day, not a legal holiday.

Section 2.05. Special Meetings. The Board of Directors or any Member may call special Meetings of the Members at any time. Any call or demand for a special meeting shall describe the purpose(s) described in the meeting notice for the special meeting may be conducted at such meeting.

Section 2.06. Notice of Meetings. The Corporation shall notify the Members of the date, time and place of each annual and special meeting of Members no fewer than ten (10) days and no more than two (2) months before the meeting date.

Section 2.07. Quorum. All Members must be present to constitute a quorum.

Section 2.08. Voting Requirements. Except as otherwise provided in these Bylaws, action on any matter voted upon at a meeting of the Members is approved if all Members unanimously consent to the action. If the Members cannot unanimously consent to an action, the Board of Directors shall vote on the action and their vote shall be controlling.

SECTION 3
DIRECTORS

Section 3.01. General Powers and Qualifications. All corporate powers of the Corporation shall be exercised by and under the authority of, and the affairs of the Corporation shall be managed

under the direction of, the Board of Directors. All Directors must be natural persons and shall be at least eighteen (18) years of age. The Board of Directors shall determine the annual assessment as well as any special assessment as they deem proper for the operation and maintenance of the property as set out herein and in the Declaration.

Section 3.02. Number of Directors. The Board of Directors shall comprise of each Owner or a spouse of an Owner of each Unit.

Section 3.03. Regular Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice at such time and place as the Board of Directors shall determine from time to time, but no less frequently than once a year.

Section 3.04. Special Meetings. Special Meetings of the Board of Directors may be called by the President or by any one (1) Director.

Section 3.05. Notice of Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place or purpose of the meeting. Except as provided otherwise herein, special meetings of the Board of Directors must be preceded by at least two (2) days notice to each Director of the date, time, and place but not purpose, of each special meeting.

Section 3.06. Waiver of Notice. If a Director attends or participates in a meeting, he or she waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.07. Quorum and Voting. A quorum of the Board of Directors consists of all of the Directors then in office before a meeting begins. If at any meeting, a unanimous decision cannot be reached, the Directors shall designate a third person to serve as a director ex-officio for the decision of that particular issue. If the Directors cannot agree upon the appointment of an ex-officio director, each Director shall appoint an ex-officio board member, whom shall then choose the one ex-officio director who shall cast the deciding vote. In the case where an ex-officio director is chosen by either of the processes outlined above to vote to break a deadlock between the Permanent Directors, a two-thirds vote of the members of the board shall constitute the decision of the Board.

Section 3.08. Vacancy. If a vacancy occurs on the Board of Directors, including a vacancy resulting from a increase in the number of Directors or a vacancy resulting from a removal of a Director with or without cause:

(a) The Members may fill the vacancy; or,
(b) The Board of Directors may fill the vacancy.

Section 3.09. Default. If a Director/Member should determine that another Director/ Member is in default in the performance of any obligation or violates any provisions contained in these By-Laws

or the Declaration, written notice shall be given to the defaulting Director/Member. If such default or violation is not cured within ten (10) days, or if the Directors/Members do not agree that a violation or default exists, the deadlock procedure outlined in Section 3.07 shall be utilized to determine whether a violation/default exists. If the existence of a violation/default is established and the defaulting Member does not cure it within ten (10) days, then the other Director/ Member shall have the authority to enforce the remedies outlined in the Declaration.

Section 3.10. Action Without Meeting. Action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without such meeting if all Directors consent to taking such action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these Bylaws. Such consent shall describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action and be delivered to the Secretary/Treasurer and included in the minutes filed with the corporate records.

SECTION 4
OFFICERS

Section 4.01. Required Officers. The officers of the Corporation shall be President and Secretary/Treasurer and such other officers as may from time to time be elected or appointed by the Board of Directors.

Section 4.02. Election. At each annual meeting of the Board of Directors, the Members shall elect the officers of the Corporation by a majority vote.

Section 4.03. Term of Office. The officers of the Corporation shall hold office for one (1) year or until their successors are chosen and qualify in their stead, subject, however, to the right and authority of the Board of Directors to remove any officer at any time with or without cause.

Section 4.04. Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as follows:

(a) President. The President shall see that all orders and resolutions of the Members are carried into effect; shall sign all written documents and shall co-sign all checks.

(b) Secretary/Treasurer. The Secretary/Treasurer shall attend all meetings of the Members and Board of Directors of the Corporation and be responsible for preparing the minutes of such meeting; shall be responsible for the care and custody of the minute book of the Corporation and for authenticating records of the Corporation; shall have custody of the Corporation funds and securities; shall keep full and accurate account of receipts and disbursements in the appropriate Corporation books; shall require the deposit of all monies and other valuable assets in the name of and to the credit of the Corporation in such financial institutions as may be designated by the Board of Directors; and shall require disbursement of the funds of the Corporation as may be ordered by the members. The Secretary/Treasurer shall render to the President and Members, when requested, an account of his or her transactions as Secretary/Treasurer and of the financial condition of the Corporation.

Section 4.05. Vacancies. The Board of Directors shall fill any vacancies, which occur in the offices of the President or Secretary/Treasurer, as soon practicable.

Section 4.06. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Corporation, the Corporation shall indemnify and advance expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extend allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

SECTION 5
RECORDS AND REPORTS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

SECTION 6
MISCELLANEOUS PROVISIONS

Section 6.01. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 6.02. Corporate Seal. The Corporation shall have no seal.

Section 6.03. Notices. Whenever notice is required to be given to the Members, Directors or officers, unless otherwise provided by law, the Charter or these Bylaws, such notice may be given in person, or by telephone, telegraph, teletype or other form of wire or wireless communication, or by mail or private carrier. If such notice is given by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address which appears for each such person on the books of the Corporation. Written notice sent by mail to the Members shall be deemed given when it is mailed. Any other written notice shall be deemed given at the earliest of the following:

(a) When received;

(b) Five (5) days after its deposit in the United States mail if sent first class, postage prepaid; or

(c) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, postage prepaid, and the receipt is signed by or on behalf of the addressee.

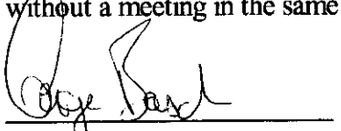
Section 6.04. Waiver of Notice. Whenever any notice is required pursuant to the provisions of any statute, the Charter or these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the date stated thereof, and delivered to the Secretary/Treasurer shall be deemed equivalent thereto. The waiver shall be included in the minutes or corporate records.

Section 6.05. Negotiable Instruments. All checks, drafts, notes or other obligations of the Corporation shall be signed by the officers of the Corporation as authorized by the Board of Directors, or any such other person(s) as authorized by the Board of Directors.

Section 6.06. Deposits. The monies of the Corporation shall be deposited in the name of the Corporation in such bank(s) or financial institution(s) as the Board of Directors shall designate from time to time and shall be drawn out by check signed by the officer(s) or person(s) designated by resolution adopted by the Board of Directors.

SECTION 7
AMENDMENT OF BYLAWS

These Bylaws may be amended by a of all Members to vote at any annual or special meeting of the Members where a quorum is present, provided notice of intention to amend shall have been contained in the notice of any special meeting for that purpose. These Bylaws may also be amended without a meeting in the same manner as provided therefor herein.



George Basch

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named George Basch, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, TN, this 26th day of August, 2003.

Jennifer O Dunlap
Notary Public

My commission expires: 7/30/05

This Instrument Prepared by:

Jennifer S. Dunlap, Attorney
7101 Executive Center Drive
Suite 151
Brentwood, TN 37027

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion that is required under Section 66-27-103(b) of Tennessee Code Annotated. The undersigned, Jennifer S. Dunlap, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon proper recording of this certificate and the following additional documents, all of which are recorded simultaneously herewith, all legal requirements for the creation of a planned unit development under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated Section 66-27-101 et seq., will have been met:

(1) A certificate, which is attached hereto as Exhibit "A" from a professional engineer licensed to practice in Tennessee which states that construction of the apartment(s) shown on the plan for Cedarmont Place is in substantial compliance with local building codes for planned unit developments.

(2) The Declaration of Covenants, Conditions and Restrictions for Cedarmont Place.

(3) By-Laws for Cedarmont Place Homeowners' Association, Inc., which is attached to the Declaration as Exhibit "B".

(4) The private element plat for Cedarmont Place, attached to the Declaration of Covenants, Conditions and Restrictions for Cedarmont Place as Exhibit "A" of record in Instrument No. _____, Register's Office for Davidson County, Tennessee.

(5) The Charter of Cedarmont Place Homeowners' Association, Inc.

This opinion is subject to the terms and conditions of the planned unit development documents and to all applicable ordinances and regulations.

Witness my hand as of this 26th day of August, 2003.

Jennifer S. Dunlap

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public within and for the State and County, appeared Jennifer S. Dunlap, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon her oath(s) acknowledged to be the within named bargainor(s), and that she executed the foregoing instrument of her own free will for the purposes therein contained.

Witness my hand and official seal at office at Brentwood, Tennessee, on this 26th day of August, 2003.

WANDA F. NOKES
NOTARY PUBLIC AT LARGE
DAVIDSON CO., TENN.

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES:
SEPT. 24, 2005