

DECLARATION OF COVENANTS AND RESTRICTIONS
AND PROTECTIVE COVENANTS

FOR

RIDGE VIEW OF THE PLATEAU
SUBDIVISION

RECITALS

1. Plateau Properties, Inc., a Tennessee corporation, hereinafter referred to as the "Developer", is the developer of a real estate development, known as "Ridge View of the Plateau Subdivision", hereinafter called "Ridge View".

2. The Developer is developing this property in stages as a residential, and commercial/business community. The residential portion of the community may consist of both single family lots and multifamily areas which may contain condominiums or townhouses. The plat (hereinafter called the "Plat") of Ridge View, Section I, consisting of two sheets, was filed of record with the Register of Deeds of Cumberland County, Tennessee on October 27, 2000, at 11:15 A.M. in Plat Book 10, page 413 and 414 and was amended to show a name change and designate a common area on February 26, 2001 at 11:39 A.M. in Plat Book 10, Page 434 and 435.

3. For the benefit and protection of the Developer and the persons who shall become owners of lots in Ridge View, Section I, the Developer, by these presents, and by the execution of this instrument, subjects the lots in Ridge View, Section I, of record as set forth above, to this Declaration of Covenants and Restrictions. The lots in Ridge View, Section I, shall also be subject to all matters shown on the plat of Ridge View, Section I, including utility-drainage easements and setback requirements.

4. The Developer declares its intent to create a non-profit corporation called Ridge View Common Area Property Owners Association (the Association) for the purposes of maintaining the common areas of Ridge View, Section I, as hereinafter provided.

5. The Developer owns additional property adjacent to and in the vicinity of the property encompassed in Ridge View, Section I. The Developer reserves the right to develop said additional property, either as single family residential, or multifamily residential, or as commercial/business property at its sole option and discretion. Additional property shall be brought within the plan of this Declaration by Supplemental Declaration, which may contain supplementary and complementary covenants and restrictions applying to such property. The Developer shall not be obligated to bring any additional property within the plan of this Declaration, and no implied restrictions or implied negative reciprocal easements shall be created as to the Developer's additional property not encompassed within the plat of Ridge View, Section I.

NOW, THEREFORE, in consideration of the Recitals, the Developer declares that all lots in Ridge View, Section I, a plat of which appears of record as set forth above, in the Register's Office, Cumberland County, Tennessee, shall be sold and shall hereafter be subject to this Declaration of Covenants and Restrictions and Protective Covenants herein set out.

BK 1090 PG 375

This instrument prepared by:
LOONEY & LOONEY, ATTORNEYS
Crossville, Tennessee 38555

P.P.I.7

PROTECTIVE COVENANTS

1. These Protective Covenants shall apply to all numbered lots as shown on the Plat of Ridge View, Section I.
2. For a period of five (5) years after the date of recording of this Declaration, all plans for dwellings and other improvements to be made on lots in the subdivision shall be submitted to the Developer for review and approval. The Developer shall have the right to review and approve house plans and plans for other improvements to be made on the lot, provided, however, the Developer's right to approve plans shall be limited to exterior design, color, appearance, materials, and aesthetics. The proposed plans must be submitted to the Developer not less than sixty (60) days before the anticipated commencement of construction and the Developer shall have thirty (30) days from the date of receipt of the plans to comment on and direct changes to the proposed plans. If the Developer makes no comment upon the plans within thirty (30) days after submission, the plans shall be deemed approved. The Developer shall give a receipt to the property owner submitting plans and the thirty (30) day review period shall begin on the date of such receipt. No approval of plans and specifications shall be construed as representing or implying that such plans specifications, or standards will, if followed, result in a properly designed improvement. The Developer shall not be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration; (ii) any loss or damages to any person arising out of the approval or disapproval of any plans or specifications; (iii) any loss or damages arising from the non-compliance of such plans or specifications as with any governmental ordinance or regulation; nor, (iv) any defects in construction undertaken pursuant to such plans and specifications.
3. No dwelling shall be constructed on any lot in the subdivision having less than seventeen hundred (1700) square feet of heated living area, excluding porches, garages, breezeways, patios and storage areas. Homes shall not exceed two and one-half (2 ½) stories in height. No more than two (2) additional out buildings may be constructed on any lot, including one (1) detached garage for the owners' vehicles.
4. The type of exterior architectural design, material and appearance of all structures constructed on any lot shall be uniform. All homes must be constructed of new material and be of good quality workmanship. No trailers, modular homes, mobile homes, any other type of movable homes, shacks, A-frame homes or log homes shall be allowed. No concrete blocks are to be exposed to view, if above ground level, and shall instead be faced with brick, stone or stucco. Any building erected shall have a solid foundation. Roofs shall have a pitch of a minimum of 6/12 for the main body of the house and 4/12 for additional parts. All roofs shall have at least six planes. Exteriors shall have at least some stone, brick, or stucco on the front. Any vinyl siding shall be not less than 0.044 (44 thousandths) inch thickness with a lap no bigger than four (4) inches.
5. All lots in Ridge View, Section I, shall be used and occupied solely and exclusively for private residential purposes by a single family, including their family servants. Only one residence per lot shall be permitted. No lot in Section I shall be used for multifamily, condominium, townhouse, commercial/business or interval ownership usage.
6. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line, or lines, nor nearer to any side line or rear line than as shown as set-back requirement upon the recorded Plat of said subdivision. This restriction as to the distance at which said dwelling house shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, and other similar projections of said dwelling.

7. No resubdivision of lots shall be allowed. Adjoining lots may be merged into one lot if owned by the same party or parties, but no such merger or combination shall affect the property owner's obligation to the Ridge View Common Area Property Owners Association, including any obligation to pay property owners association dues and assessments. Once two or more lots are merged or combined, they may not later be resubdivided.

8. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed, or suffered to remain upon said premises, except for the exclusive use of the family occupying said dwelling and the servants thereof. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable, to said dwelling. No detached shed, garage, barn, or other type of detached structure whatsoever shall be erected, reconstructed, or placed nearer than eighty (80) feet from front and thirty (30) feet from the side and rear lot lines. No garage shall be allowed to open toward or face the street. No radio or television antennas or satellite "dishes" larger than 39 inches shall be erected, reconstructed, placed or suffered to remain on said premises.

9. A hard surface driveway consisting of either asphalt, concrete, brick, or other similar substance shall be completed within four (4) months of the completion of the dwelling house on a particular lot. Driveway material shall be submitted for approval at the time house plans are submitted. The driveway shall be not less than twelve (12) feet wide. Culverts are required under the driveway of a size to be determined by the City of Crossville. Headwalls are required at each end of the culvert of a material to match the brick, stone, or stucco used on the front of the house.

10. No portion of any lot nearer to any street than the building set-back line or lines shown upon the Plat of said subdivision shall be used for any purpose other than as a lawn, for walkways, driveways, the planting of trees, or shrubbery, or other landscaping. Landscaping shall be for the purpose of beautifying said premises, including the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations. No vegetable gardens shall be grown upon such area and the lot owner shall be responsible for keeping any lawn area mowed, the removal of weeds, underbrush or other unsightly objects and to prevent the setback area from becoming unsightly. Within six (6) months after a residence has been completed and occupied on any lot in the subdivision, the front and side yards of said lot shall be sodded or sown wherever the woodland was cleared.

11. Fences in front yards are not allowed. Backyards may be fenced provided that such fencing does not exceed a height of six (6) feet. All fences shall be constructed in a uniform and workmanlike manner.

12. No motor home, camper, recreational trailer, basement, foundation, unfinished dwelling, tent, garage, barn, or other outbuilding shall at any time be allowed as a temporary or permanent living quarters.

13. All heating and air conditioning units, gas meters, solar devices or other utility related equipment shall be hidden from view of the street by screening and/or with landscaping. Fuel, oil, or gas tanks or containers shall be located to the side or rear of the house and be screened, covered, or buried underground, consistent with good safety practices and in accordance with all applicable federal, state, and local laws and regulations.

14. No trees with diameter of six (6) inches or greater may be cut or removed within thirty (30) feet of the side or rear lot lines, provided, however, that this limitation shall not apply to dead, dying or diseased trees.

15. Street or security lights shall be constructed to minimize light shining on neighboring property insofar as possible.

16. Areas designated as common property other than the dam, entrance sign, guard house, etc. upon the recorded plat of the subdivision are intended to be preserved in essentially a natural state. No site development or improvement will be allowed except as deemed necessary or desirable by the Board of Directors of the Association for the benefit of all property owners in Ridge View. Underbrush and dead or dying trees and the replanting of selected species will be done as necessary in order to preserve the spirit of the area. The Association shall maintain the dam by regular mowing, seeding, fertilizing and any other means necessary. No trees will be permitted on the front or downstream face of the dam.

17. Following the commencement of construction of any structure on the lot, whether it be a primary residence or otherwise, the exterior of said structure shall be completely finished within six (6) months from the date of clearing the lot in preparation for commencement of construction. The dwelling house shall be the first building constructed on any lot, and the construction of a garage or other collateral building prior to the construction of a dwelling house on any lot shall be prohibited. The interior of any structure being constructed on any lot shall be completely finished within twelve (12) months following the commencement of construction. No dwelling shall be occupied until construction is substantially complete. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

18. All contractors shall be properly licensed by the State of Tennessee and properly insured. All owners and their contractor shall insure that all structures constructed in Ridge View are built in a structurally sound and aesthetically pleasing manner and in accordance with any building codes applicable to the City of Crossville, Tennessee. The lots in Section I of Ridge View have access to a low pressure sanitary sewer system and all owners must connect all improvements such as grinder pumps to such system in accordance with all federal, state, and local regulations. No lot owner in Section I of Ridge View shall have a right to install a privately maintained septic system.

19. All service wires or lines to the home and outbuildings including, but not limited to, those for water, sewer, electrical, telephone, and cable service, if available, shall be placed underground from the main supply lines.

20. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot, as shown on the Plat of the subdivision, designated as "Utility Easements". Developer further reserves easements six (6) feet in width, left, right and parallel to all side lot lines and twelve (12) feet in width along all rear lot lines, and twenty (20) feet in width along the front property line of each lot for the installation of utilities and drainage facilities and the maintenance thereof. Developer, for itself, its successors, assigns and licensees, also reserves the right to install and operate electric, cable television, and telephone service, and appurtenances thereto; water mains and appurtenances thereto; culverts and drainage ditches, reserving also the right to ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above mentioned installations. Developer, for itself, its successors, assigns and licensees, also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said lots. The owner of such lot shall have no cause of action against Developer, its successors, assigns or licensees, either at law or in equity, except in cases of willful negligence, by reason of any damage caused to said land in installing, operating and maintaining the above mentioned installations. It is further provided, however, that in the event any lot or parcels thereof are merged or combined to form larger lots as herein provided, the reservation of these easements shall automatically be relocated from the existing lot line to the lot line formed as a result of the merger or

combination. The easements retained herein and retained on the plat of Section I, Ridge View are fully assignable and alienable by the Developer.

21. No lot shall be used to provide ingress or egress to or from another lot or property in the subdivision unless lots back up to each other, provided, however, that the Developer reserves the right to allow owners of property outside Ridge View Subdivision to use the utility easements reserved herein by the Developer to obtain utilities, which grant of easements by the Developer shall be at the Developer's sole discretion and under such terms and conditions as the Developer deems appropriate. No lot shall be used to provide utility service to property outside of the subdivision without the express written consent of the Developer

22. No industry, business, trade, occupation or profession of any kind, shall be conducted, maintained or permitted upon any lot. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing). Nor shall the premises be used in any way or for any purpose that may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said premises nor be visible from the outside of said dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

23. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that no more than two outside dogs, and no more than two outside cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, they are kept in such way as not to violate any law or local ordinance or constitute a nuisance.

24. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick-up trucks not exceeding one (1) ton, and window and panel vans not exceeding one (1) ton), shall be parked, stored or suffered to remain upon said premises or in the streets within the subdivision, unless parked or stored within a garage on said premises out of view, or parked to the rear of the dwelling in an area out of view from the street.

25. No clotheslines, clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of said premises.

26. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

27. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage, basement, or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling, except on the day before, of, and after trash pickup day. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Developer. No noxious or offensive activity shall be allowed on

any lot; nor shall noxious or offensive materials be stored on any lot; nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

28. Whenever any of the foregoing covenants, restrictions, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or its successors, or assigns or by any other person authorized in writing to sign deeds on behalf of Developer.

29. Each grantee of Developer, or a subsequent grantee, by the acceptance of a Deed of conveyance for a lot in the subdivision, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Covenants and Restrictions, or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance.

30. Enforcement of these Protective Covenants may be by suit at law or in equity. Said suit may be maintained by the Developer, any owner of property in Ridge View, Section I, or by the Ridge View Common Area Property Owners Association, provided, however, that initiation by or participation in any suit to enforce these Protective Covenants by the Ridge View Common Area Property Owners Association shall take the affirmative vote of seventy five percent (75%) of the membership. In the event suit is instituted to enforce these Protective Covenants and should that suit be successful, then and in that event, the successful party shall be entitled to recover their costs and expenses in the prosecution of the suit, including their reasonable attorney fees in the prosecution of the suit to enforce the provisions of this Declaration or these Protective Covenants.

31. Some of the lots in Ridge View, Section I (Lots 27, 48, 49, and 50) abut a small body of water known as Ridge Lake. Other lots (Lots 16, 17, 18, and 19) abut a body of water known as Turner Lake.

With regard to Turner Lake, only the property owners owning property abutting the lake shall have access to that body of water. The usage of Turner Lake by the owners of lots abutting that body of water shall be limited to the portion of that lake which overlays the Ridge View development property as shown by the recorded plat. Lakefront lot owners and their guests will have the use of all the lake they front on that is not on Turner Lake, Inc. property. Raising and lowering water levels will be under the control of Turner Lake, Inc., which is an entity unrelated to the Developer or the Ridge View Common Area Property Owners Association.

As to Ridge Lake, only property owners owning property abutting that lake and their guests shall have access to that body of water.

As to both lakes, no boat houses or docks shall be allowed. No internal combustion powered craft including by way of example, but not limitation, motorboats, jet skis, personal watercraft, etc. shall be allowed. No buildings shall be built within 20 feet of the waterline (at normal pool elevation). No sea walls shall be allowed. Lake maintenance on Ridge Lake and the owned portion of Turner Lake, such as grass and weed control, stocking, etc. shall be the responsibility of all lakefront owners through the Association and each lakefront owner shall pay equally for such expenses regardless of relative water frontage. Lake front property owners shall use their best efforts to prevent erosion of silt into the lake.

Filling and beach additions shall be done only with the consent of all affected lot owners. Lot owners will hold the Developer and the Ridge View Common Area Property Owners Association harmless from any loss, damage, or liability resulting from erosion or usage of the lakes. A twenty (20) foot easement along the shoreline is reserved in favor of the Association around each particular lake for the purpose of lake and shoreline maintenance. No owner of any lot which is contiguous to a lake or stream shall have any right with respect to any stream that is a tributary of any such lake or with respect to such lake, the land thereunder, the water therein, or its or their elevation, use or condition, nor shall such Owner have any riparian rights or incidents appurtenant. No person shall acquire title to any land in the subdivision by accretion, reliction, submergence, or changing water levels.

32. After all sections of Ridge View have been developed, or at the option of Developer, the maintenance and upkeep of the entrance sign and guard house shall become the responsibility of the Association.

33. No interval ownership or time sharing shall be permitted.

34. These restrictions apply to structures and activities that might adversely affect the neighbors or neighborhood. The makers of this instrument do not intend to restrict legal activities that do not affect the neighborhood. For example, a clothesline or vegetable garden that cannot be seen from the road or by any neighbor is not restricted.

RIDGE VIEW COMMON AREA PROPERTY OWNERS ASSOCIATION

1. The Developer has created, or will create, a Tennessee non-profit corporation known as the "Ridge View Common Area Property Owners Association (the Association)" to administer the common areas as shown on the plat of Ridge View, Section I; to mow and maintain the road right of ways; to maintain landscaping around the entrance ways and to maintain the lakes. The Developer will deed, at a time it deems appropriate, to the Association any common areas shown on the Plat of the subdivision noted above and the entrance sign and guard house.

2. The owners of lots in Ridge View, Section I, shall be obligated to pay an annual maintenance fee to the Association in an amount established by the Board of Directors of the Association, which fees shall be used to pay for the maintenance as set forth above. Owners of lake front lots shall be obligated to pay an additional maintenance fee to the Association in an amount established by the Board of Directors for maintenance of the lake such as grass and weed control, fish stocking, etc. The initial annual maintenance fee assessment for all lot owners shall be Fifty Dollars (\$50.00) per year, and the lake maintenance fee assessment shall be Fifty Dollars (\$50.00) per year. Both fees may be changed by the Board of Directors of the Association.

3. The initial Board of Directors of the Association shall be as designated in the Charter of the Association. Thereafter, the Board of Directors of the Association shall be selected in accordance with the By-Laws of the Association, a copy of which are attached hereto. The Board shall be obligated on or before November 15 of each year to establish a budget for the following calendar year, and each property owner shall be obligated to pay his or her proportionate share of said budget. Statements for the annual maintenance fee to each property owner shall be forwarded between January 1 and January 30 of each calendar year and shall be due and payable on or before March 1 of each year. Thereafter, if not timely paid, said maintenance fee assessments shall accrue interest at a rate established by the Board of Directors of the Association. In the event of non-payment, the Board of Directors or their

designated manager may declare a lien against the property of the delinquent property owner and may place a Notice of Lien in the public records of Cumberland County, Tennessee. Said lien may be foreclosed in the event of continued non-payment, provided, however, that the lien imposed herein shall in all events be subject and subordinate to a valid first deed of trust in favor of an institutional lender. By acceptance of a deed for property in Ridge View, Section I, or by use of property in Ridge View, Section I, the owners agree to pay the maintenance fee assessments as imposed by the Board, to subject their property to the lien provisions of the Declaration, and to waive and relinquish any right of redemption, either common law or statutory, which they may have and specifically the right of redemption provided by Tennessee Code Annotated §66-8-101, et seq., in the event their property is sold in satisfaction of the lien in favor of the Association.

4. The Developer shall have no obligation to pay maintenance fees on lots owned by it for a period of three (3) years from and after the date of the recording of this Declaration. As to any additional property which may be brought within the plan of the Declaration, the Developer shall also have no obligation to pay maintenance fees on that additional property for a period of three (3) years from and after the date of the recording of the Supplemental Declaration. Thereafter, the Developer shall be obligated to pay maintenance fees on lots owned by it in the same manner as other property owners.

5. One (1) vote in the affairs of the Association shall be allowed for every lot in the subdivision, provided, however, that should one residence be constructed on more than one lot, only one vote shall be allowed for the owner of the multiple lots upon which the residence is located. When title to the lot is vested in two or more persons, the owners shall designate the person to exercise the voting privileges, but in no event shall more than one vote per lot be allowed. The Developer shall be a member in the Association and shall be entitled to one (1) vote for each lot it owns in said subdivision. If a lot is owned by a corporation, limited liability company, partnership, or other legal entity, other than by individuals, the legal entity shall designate the person to exercise the voting privileges associated with this lot, and shall also designate the person entitled to the privileges of membership. There shall be one membership in the Association per lot.

6. In addition to the other remedies available to the Association for non-payment of annual assessments, the Association may suspend the voting rights of any delinquent property owner. A property owner shall be deemed delinquent in the payment of his annual assessments if said assessments are thirty (30) days or more past due. The obligation to pay annual assessments to the Association shall be deemed to be the personal obligation of all persons having an interest in a lot in the subdivision, and the Association may, if it so chooses, seek a money judgment against the delinquent property owner in lieu of pursuit of enforcement of a lien against the lot in question. For any person owning all or an interest in more than one (1) lot in the subdivision, a delinquency in the payment of fees on any lot shall disentitle the property owner to vote in the affairs of the Association or enjoy the privileges of membership as to all property in which the property owner has an interest.

7. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee to pay said assessment and to comply with all provisions of this Declaration, which covenant shall run with the land and be binding upon the grantee, his successors, heirs and assigns. No person may waive or otherwise escape liability hereunder by the abandonment of the property.

8. In addition to the annual assessment 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 or reconstruction, unexpected repair or replacement of a designated capital improvement upon common areas, provided that such assessment must be approved by not less than two-thirds (2/3rds) of the votes cast at a

special meeting of members called for that purpose. Any such special assessment shall be limited to four (4) times the annual assessment for that year per lot.

9. This Declaration may be amended by the affirmative vote of three-fourths (3/4ths) of the members voting in person or by proxy at the meeting duly called for such purpose. Any member not present at a meeting at which an amendment is considered may evidence their consent to such an amendment thereafter in writing. No such amendment shall be effective unless there is filed for record in the Office of the Register of Deeds for Cumberland County, Tennessee on or before the effective date thereon an instrument executed by the President of the Association, which shall state the terms of such amendment and which shall contain a certification of the Secretary of the Association that such amendment was duly approved by the members in accordance with the provisions of this Declaration, and the Bylaws of the Association.

EXECUTED this 8th day of NOVEMBER, 2001.

PLATEAU PROPERTIES, INC.,
TRUSTEE

By Robert E. Harrison
Robert E. Harrison,
Secretary/Treasurer

RIDGE VIEW COMMON AREA
PROPERTY OWNERS ASSOCIATION,
INC.

By Edna Sue Patton
Edna Sue Patton,
President

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Robert E. Harrison**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary/Treasurer of Plateau Properties, Inc., a corporation, as Trustee, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office on this the 8th day of November, 2001.

Rachel Kincaid



NOTARY PUBLIC

My commission expires: 9-22-2004

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Edna Sue Patton**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of Ridge View Common Area Property Owners Association, Inc., a corporation, and that she as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

WITNESS my hand and seal of office on this the 8th day of November, 2001.

Rachel Hood
NOTARY PUBLIC

My commission expires: 9-22-2004



State of Tennessee, County of CUMBERLAND
Received for record the 08 day of
NOVEMBER 2001 at 9:58 AM. (REC# 262680)
Recorded in official records GENERAL IN
Book 1090 pages 375- 384
Notebook 13 Page 311
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 52.00, Total \$ 52.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register ADRIA C. WHITTENBURG