

This Instrument Prepared By:  
Old Mill Crossing Land Partnership  
Knoxville, Tennessee

OLD MILL CROSSING

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions, and Restrictions is made and entered into on the 6th day of July, 1993 by Old Mill Crossing Land Partnership (hereinafter referred to as Declarant), a group of owners of real property located in Knox County, Tennessee and being further identified as that tract of land shown as Parcel 13 on Map 102 of the Knox County Tax Assessor. Declarant hereby agrees that the aforesaid tract of land will be known as Old Mill Crossing Subdivision and further agree to establish Old Mill Crossing Association to control development of the subdivision according to covenants, conditions and restrictions as described herein.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Knox County, State of Tennessee, which is more particularly described in Cabinet M, Slide 398D and Slide 399A in the Knox County Register of Deeds Office.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Old Mill Crossing Association, its successors and assigns.

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Section 2. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property described as Old Mill Crossing Subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property.

Section 5. "Unit" shall mean and refer to any building situated upon the Property designed and intended for use and occupancy as a residence by a single family. No Lot may have more than one unit erected thereon.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Project" shall mean Old Mill Crossing, a planned community being more specifically described and defined in Cabinet M, Slide 398D and Slide 399A.

Section 8. "Declarant" shall mean and refer to Old Mill Crossing Land Partnership.

## ARTICLE II - MEMBERSHIP, VOTING RIGHTS AND AUTHORITY

Section 1. Members. Every Owner of a Lot shall be a Member of the Association. When more than one person holds any interest in any Lot, all such persons shall be Members. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting. The Owner or Owners of each Lot shall collectively have one vote per Lot in the affairs of the Association. When more than one Lot is Owned by an individual or collective group, the individual or group shall have one vote. When more than one person holds any 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 the one vote allocated to each Lot be cast with respect to any such lot.



Section 3. Authority. The Association shall have a President and a Treasurer who shall be elected annually. These Association officers shall have no implied rights above any other Association member unless expressly set forth in these covenants. All actions taken by an officer of this Association on behalf of this Association must have authority as specified herein. The President shall ensure that all actions taken by the Association are recorded in writing and all such records shall be open to all Association members. The Treasurer shall ensure that all expenditures made on behalf of the Association are duly authorized by the Association.

### ARTICLE III - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Personal Obligation of Assessments. The Declarants, for each Lot or group of lots owned within the property, hereby covenant and each Owner for each lot or group of lots owned within the property, by acceptance of a 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 as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a personal obligation. Each such assessment, together with interest costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fee was due. The personal obligation for the delinquent assessments shall not be passed to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the employment of attorneys to represent the Association when necessary, maintenance of common areas and lighting and such other needs as may arise.

Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment shall be One Hundred (\$100.00) Dollars per Lot (or group of lots if owned by an individual or collective group of persons). The maximum annual assessment may be increased above that established by vote of the Members for the next succeeding 2 years and at the end of each such period of 2 years, for each succeeding period of 2 years, provided that any such change shall have the assent of three-fourths (3/4) of the votes of the Members either in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Payable Annual Assessment. The Association shall fix the payable annual assessment at an amount not in excess of the maximum annual assessment, subject to the provisions of Section 7 and 8 of this Article.



Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of capital improvements that benefit the entire Association, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of the Members either in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to and received by all Members setting forth the purpose of the meeting. All special assessments shall be fixed at a uniform rate for all property owners.

Section 6. Records. The books and records of the Association will be kept by the Treasurer in such a manner that it is possible to determine and ascertain the amount and purpose for sums collected and expended by the Association. All Association members shall be privy to the Association records.

Section 7. Date and Commencement of Annual Assessments. The annual assessments provided for herein shall be collected at closing and prorated according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each annual assessment period, the Association shall fix the amount of annual assessment which shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the individual assessments have been paid.

Section 8. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law or equity against the Owner personally obligated to pay the same, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of facilities or abandonment of his Lot.

#### ARTICLE IV - ARCHITECTURAL CONTROL

Section 1. Architectural Board. All powers exercised pursuant to this Article shall be exercised by an Architectural Board (hereinafter referred to as the "Architectural Board") which shall be constituted as follows:

The Association shall elect three (3) members who shall serve as the Architectural Board. For the initial terms, one member shall be elected for a term of one year, one member shall be elected for a term of two years and one member shall be elected for a term of three years.

At the expiration of each term, new members shall be elected to three-year terms. Any member of the Architectural Board who shall lose membership in the Association due to sale



of the Lot which qualified them for such membership shall be replaced for the unexpired portion of their term by vote of the membership.

Section 2. Powers of Architectural Board. No building, fence, wall, outbuilding, outdoor lighting, clotheslines or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to compliance with the covenants, architectural intent, local building codes and zoning regulations. In the event said Architectural Board 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 fully complied with. Nothing herein shall be construed to permit interference with the development of the Property by the Owner.

#### ARTICLE V - CONSTRUCTION

Section 1. Construction Duration. When the construction of any building or structure is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The exterior of the main residence and all related structures shown on the plans and specifications approved by the Architectural Board must be completed in accordance with said plans and specifications within twelve (12) months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

Section 2. Paved Driveway. Within 60 days of completion of construction of the main residence, the property Owner shall install at his expense a suitable paved driveway from the main residence to the paved portion of the abutting access way. All driveways shall be paved with asphalt, concrete or paved with other material approved by the Architectural Board.

Section 3. Construction Vehicles. During construction on any building plot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such building plot without crossing other plots, and such vehicles shall not be parked at any time on the access way or ways or upon any property other than the building plot on which the construction is proceeding.

Section 4. Construction Sightliness. The Owner and/or contractor shall be responsible for keeping the streets used for the delivery of materials and equipment during construction clean of mud, dirt, gravel, spillage and other debris and unsightly materials. Waste, debris, construction materials such as lumber, brick, sand, stone, or cinder block, and construction residue such as cinder block, concrete chunks, excess fill dirt, and stumps, must be removed from all properties after the construction has been completed and accumulation of such refuse shall be minimized during construction. The builder and



property owner are jointly responsible for run-off of dirt and silt onto the road surface and barriers must be used to minimize mud and silt on the road surfaces. Mud and other debris on the road surface shall be removed by the builder or owners creating such condition.

Section 5. Dumping and Storage. At no time shall property be allowed to be dump sites for construction debris from another construction site. Construction building materials such a lumber, brick, sand, stone, or cinder block shall not be stored or staged on the building site other than during the time of active construction.

#### ARTICLE VI - DWELLING RESTRICTIONS

##### Section 1. Dwelling Specifications.

(a) No dwelling shall be erected, placed, altered or permitted to remain on any lot in the Subdivision or on lots within the enforcement of this covenant, having living area of the main structure, exclusive of garages and one-story open porches, less than the following:

<u>Type Dwelling</u>	<u>Minimum Area</u>
Single Floor	2000 sq. ft.
One and One-Half	2200 sq. ft.
Two Story	2400 sq. ft.
Split Level	2000 sq. ft.

(b) No dwelling shall have a roof pitch below the following minimum standards without the prior approval of the Architectural Board:

<u>Type Dwelling</u>	<u>Minimum Pitch</u>
Single Floor	5/12
Two Story	6/12

(c) No exposed block foundation shall be permitted without the approval of the Architectural Board.

(d) All windows and related trim shall be of wood, wood clad construction, or other materials approved the Architectural Board.

(e) No unpainted metal roofing will be permitted without the approval of the Architectural Board.

(f) All dwellings shall be of brick, stone, stucco, wood or other materials approved by the Architectural Board, or combinations thereof.







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(g) The outside wiring for all dwellings, buildings and any other structure shall be placed underground. No overhead wiring of any type shall be permitted. Outside light poles, etc. shall be first approved by the Architectural Board before installation.

(h) All dwellings shall have not less than a two-car garage capable of accommodating two automobiles. The driveway shall provide a minimum of two additional off-street parking spaces.

(i) The finished grading for all Lots shall be completed in conformity with the recorded plat for The properties and in such manner as to retain all surface water drainage on said Lot or Lots in "property line swales" designed to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the development, as approved by the municipal authority having jurisdiction over the Properties.

(j) All chimney facings shall be either of brick, stone or stucco. Wood chimney facings are allowed under the conditions that (1) the house design prevents a faced chimney from reaching the foundation and (2) that the wood chimney be approved by the Architectural Board.

(k) All outside heating and air conditioning units and garbage containers shall be screened from view from the front curb. Appropriate screening shall include shrubbery, brick, or stone walls, wooden lattice or wood fence.

(l) Outdoor solar panels require Architectural Board approval with the intent that they shall not be visible from the street.

(m) All garages shall face to the side or rear of the house; front facing garages shall not be allowed. Garages whether attached or unattached shall be considered as part of the main structure.

(n) Within 90 days of completion of main dwelling exterior, all yard areas of such lot must be planted with grass or other suitable ground cover as approved by the Architectural Board.

(o) No vents will be allowed on the street side of any roof or wall.

(p) No more than one (1) mailbox shall be located on any lot and shall be selected to be consistent with the quality and design of the main dwelling.

#### ARTICLE VII - BUILDING LOCATION

No permanent building or structure shall be located on any lot nearer to the front property line or public road than 60 feet. No permanent building or structure shall be located nearer than 20 feet to the side boundary line of the property.

#### ARTICLE VIII - DIVISION OF LOTS

In no case shall any Lot be subdivided in such a way as to produce a lot which is smaller than 2.0 acres. Any further subdivision of any lot shall be reviewed and approved by the Architectural Board.

#### ARTICLE IX - UNATTACHED BUILDINGS

A maximum of one building unattached to the main structure is allowed for any lot with the approval of the Architectural Board. This building shall conform in architectural style and quality as the main dwelling as defined by these covenants, shall be located to the rear or side of the property and shall meet the setback requirements as stated under BUILDING LOCATION. No unpainted metal roofing will be permitted without the approval of the Architectural Board.

#### ARTICLE X - INSURANCE

Section 1. Coverage. Every Owner of a Unit shall be required to purchase casualty insurance on such Unit in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, including protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement.

Section 2. Certificate. All Owners shall be required to furnish proof of the insurance required in Section 1 by filing a certificate with the Association to that effect, which Certificate shall include the name of the insuring company, the amount of coverage in force, and the period for which that particular policy is in effect. Any changes in such policy shall require the filing of a new Certificate. If insurance presently in effect is renewed, the Certificate shall be amended to reflect the new period for which the policy is in force.

Section 3. Fire Protection. So long as such service is available from a private or semi-private commercial firm and until such service shall be provided to all Units in the Project by a governmental entity, each Owner of a structure on any Lot shall be required to purchase commercial fire protection service from any firm which is authorized to provide fire protection to structures located on any Lot.





#### ARTICLE XI - OPTIONAL MAINTENANCE

The Association may have available an Owners Maintenance Service which shall provide, at the option of the Owner and for an additional fee, for the maintenance of the yard and ground for each individual Lot. Subscription to this service shall not be mandatory. The Association shall be empowered to employ a third party for the services contemplated herein.

#### ARTICLE XII - FENCES AND WALLS

With the singular exception mentioned at the end of this article, all fences shall be of wood, brick, wrought iron, or stone construction with a maximum height of seven feet. All fences must be located on the property of the requesting owner. Fences shall not be erected on any Lot or Unit within the Property unless and until permission for the same has been granted by the Architectural Board. For safety, metal fencing shall be allowed at the rear of any lot where drainage ravines that may otherwise be hazardous exist. This metal fence must be out of view from any road.

#### ARTICLE XIII - SWIMMING POOLS

All pools shall be constructed as 'in-ground' pools; whereas the entire perimeter of the pool shall be backfilled with dirt and no exposed sides. Inflatable pool enclosures are prohibited. Pool enclosures must be of permanent construction. Pools shall not be constructed on any Lot or Unit within the Property unless and until permission for the same has been granted by the Architectural Board. All pool areas must be enclosed by a five foot fence and conform to applicable local codes.

#### ARTICLE XIV - NEGLECT OF APPEARANCE

Section 1. General Neglect. No lawn, shrubbery, trees, flower beds, roofs, siding or paint shall be allowed to become in severe neglect so as to detract from the overall appearance of the Subdivision. The homeowner neglecting these items needing corrective action will be notified by the Architectural Board and corrective action must be initiated by the property owner within 15 days of notification.

Section 2. Vehicle Parking. No homeowner shall be allowed to park permanently any type vehicle that is non-operable on any portion of the property that would be in public view or would otherwise present an appearance objectionable to adjacent neighbors. Recreational vehicles including camping trailers, motor homes, boats and the like shall not be permanently parked in view of the public road.



## ARTICLE XV - USE RESTRICTIONS

Section 1. Lots. Each of the Lots shall be occupied only by an Owner, members of his family, his servants, and guests as a single-family residence and for no other purpose.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood. No public business or service (such as beauty shops, repair shops, retail activities, etc.) resulting in visitation by the general public shall be permitted. Excessive loud noise is prohibited. Excessive barking from dogs is considered a nuisance and is prohibited.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or in any dwelling, except horses or household pets such as dogs and cats may be kept or maintained provided they are not kept or maintained for commercial purposes and they do not create a nuisance. Horses are allowed on any lot which is greater than 3 acres in area. The fencing around horse-contained areas shall meet with Article XII of this Declaration. Horse area must be kept clean as to not create an offensiveness in appearance or odor to neighbors. Excessive blows and/or dust is considered a nuisance and is not allowed. Manure must be composted or disposed of in a timely manner. The roads associated with the Subdivision must be cleaned of any manure that owner's animals may leave and must be cleaned by owner immediately. Fenced area in which horse(s) is to be confined must be at least 1/2 acre per horse and this fenced area must contain a sheltered area for the horse(s), said shelter must count as the one unattached building as described in Article IX. Complete or excessive removal of trees to accommodate a horse(s) shall not be allowed and all horse-contained areas shall meet with the specifications established in Article XV, Section 7.

Section 4. Outside Antennas. No outside radio or television antennas, satellite dishes, or other forms of receiving and transmitting apparatus shall be erected on any Lot or Unit within the Property unless and until permission for the same has been granted by the Architectural Board. If permitted, the installation of these devices must be to the rear of the residence so as not to be seen from the front curb. In addition, landscaping should be used to diminish the visual effect on neighboring yards.

Section 5. Temporary Structures. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 6. Signs. No sign of any kind shall be displayed to the Public view on any Lot except one sign of not more than five square feet advertising the Property for sale, or signs used by a builder to advertise the construction and sales period.



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Section 7. Topsoil and Trees. At no time shall a lot or parcel be stripped of its topsoil and such topsoil be carried away, nor indiscriminate removal of trees permitted except in the area where such removal is required for the placement of permitted structures or for the improvement of the view toward Beaver Creek or the Clinch River. Diseased, damaged, or unsightly trees may be removed by such owners as required but the entire property shall remain wooded as far as practical. No hardwood or decorative tree with a diameter greater than twelve inches shall be removed without the approval of the Architectural Board, except in the area where such removal is required for the placement of permitted structures, driveways or sidewalks.

Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil for natural gas shall be erected, maintained or permitted upon any Lot.

Section 9. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and be maintained in an area which is not visible from the street.

Section 10. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of Lots, parcels of land or units thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 11. Alterations. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association.

#### ARTICLE XVI - EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Final Plat or other utility site plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.



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## ARTICLE XVII - 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, 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. Invalidity of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty (80%) percent of the homeowners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the homeowners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded in the Knox County Register of Deeds Office, with notarized signatures of the President and Treasurer indicating the required approval for such amendment.



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John J. Tomlinson  
JOHN J. TOMLINSON

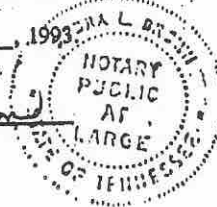
STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named Declarant, JOHN J. TOMLINSON, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 06TH day of JULY, 1993

Debra L. Brown  
Notary Public



My commission expires:

MY COMMISSION EXPIRES 1-19-94



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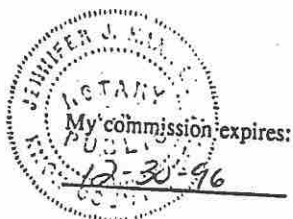
  
RICHARD J. CHEVERTON

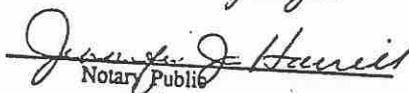
STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named Declarant, RICHARD J. CHEVERTON, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 6<sup>th</sup> day of July, 1993.



  
Notary Public



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Rebecca A. Griffith  
REBECCA A. GRIFFITH

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named Declarant, REBECCA A. GRIFFITH, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 6 day of July

[Signature]  
Notary Public



My commission expires:

COMMISSION EXPIRES JULY 6, 1995



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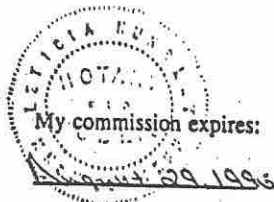
  
ROBERT ANDREW SMITH

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County, the within named Declarant, ROBERT ANDREW SMITH, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, who acknowledged that he/she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 7 day of July, 1993.



  
Notary Public

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