

Prepared by: Blake B. Butler
388 Arnold Rd.
Shelbyville, TN 37160

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS AFFECTING THE REAL PROPERTY OF
PLEASANT GROVE AIRPARK**

THIS DECLARATION, made by BLAKE B. BUTLER et ux STACEY S. BUTLER, and GEORGE E. DENNIS and wife PATRICIA KAY DENNIS, the owners of the property hereinafter referred to, and the Declarants herein:

WITNESSETH

WHEREAS, Declarants are the owners of certain properties in the 20th Civil District, County of Bedford, State of Tennessee, as recorded with the Register of Deeds in Deed Book 212, Page 800.

WHEREAS, Declarants desire to convey the properties within the Airpark subject to certain conditions, covenants, and reservations, as hereinafter set forth.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, quitclaimed, 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 properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

1. "Pleasant Grove Airpark" shall mean and refer to the above described properties, and as depicted on the Plat entitled PLEASANT GROVE AIRPARK, prepared by Caffey Surveying Inc., and sealed on November 13, 2000 by Steven J. Caffey, attached hereto and made a part hereof, recorded in Plat cabinet B, envelope 206.
2. "Plat" shall mean the drawing described above
3. "Association" shall mean and refer to PLEASANT GROVE AIRPARK ASSOCIATION, LLC, its successors and assigns.
4. "Common Area" shall mean the runway, roadways, taxiways, and open spaces that are owned by the Association, identified as COMMON AREA #1 and COMMON AREA # 2 on the Plat.
5. "Declarants" shall mean and refer to (1) Blake B. Butler et ux Stacey S. Butler and (2) George E. Dennis, or their successors and assigns.
6. "Owner" shall mean the record owner of any Tract, or the purchaser under contract for the sale thereof. The foregoing does not include persons or entities that hold an interest in any Tract as security for the performance of an obligation.
7. "Declarant Properties" shall mean any of the various properties in or adjacent to the Pleasant Grove Airpark that are owned either jointly or separately by the Declarants, or owned by a corporation or company belonging in whole or in part by the Declarants, or by their successors and assigns, for such period of time that ownership of these properties is as described above. Except where specifically addressed, these properties shall not be subject to the restrictions, covenants, and conditions set forth in this declaration.
8. "Tract" shall mean any one of the five initial tracts of land associated with the Pleasant Grove Airpark, as shown on the Plat.

ARTICLE II - CONVEYANCE OF COMMON AREA

Prior to the sale of any Tract by the Declarants, the Declarants will deed to the Association all of Common Area # 1 and Common Area # 2, as shown on the Plat, which properties shall be used by the members of the Association as hereinafter set forth for their benefit and enjoyment, as provided in this Declaration.

ARTICLE III - ANNEXATION OF ADDITIONAL PROPERTIES

Additional lands may be added by Declarants as a future unit of Pleasant Grove Airpark utilizing the Common Areas described and all existing easements, provided, however, that such additional lands must adjoin any of the land of the Pleasant Grove Airpark or Declarant Properties, and further that all of the rules, regulations, and controls herein set forth shall be made applicable to any such additional lands.

ARTICLE IV - PROPERTY OWNERS ASSOCIATION

1. Creation and Establishment. There shall be created and established a non-profit Tennessee company known as Pleasant Grove Airpark Association, LLC. A copy of the Articles and Operating Agreement of the Association are attached hereto and made a part hereof.

2. Purpose of the Association. The purpose of the Association shall be all of the purposes set forth in the Articles and Operating Agreement of the Association. The Association shall provide an entity for all execution, performance, administration, and enforcement of all of the terms and conditions of this Declaration and specifically to provide for the care and maintenance of all the common areas and equipment, such as the runway, taxiways, common roads, and drainage system.

3. Membership. Each owner of one or more Tracts, by virtue of such ownership, shall be a member of the Association, and by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, accepts such membership and acknowledges the authority of the Association to act as provided herein and as provided in the Articles and Operating Agreement of the Association. With the exception of Tracts owned by the Declarants, membership shall be inseparably appurtenant to Tracts owned by members, and upon transfer of ownership, or contract of sale, membership shall be deemed transferred to the successor. Upon transfer of ownership, or contract of sale of Tract # 4 or Tract #5 by a Declarant, Declarant may or may not, at his option, transfer Membership to the successor. Each of the Declarants individually may be a member of the Association for such period of time as either of them own, or a company or corporation owned in whole or in part by either of them own, any properties in or adjacent to the Pleasant Grove Airpark. Each Declarant may, individually, withdraw his Membership at any time he so desires.

4. Voting Rights. The Association shall have two classes of voting members as follows:
 A. Class A - Class A Members shall be all Tract owners with exception to the Declarants, and shall be entitled to one vote for each Tract owned. Should more than one person hold an interest in any Tract, the vote for such Tract shall be exercised as the joint owners determine, but in no event shall more than one vote be cast with respect to any Tract.

B. Class B - Each of the Declarants shall be considered a separate Class B Member. For as long as a Class B Member has an interest in Declarant Properties, as above defined, and remains a Member of the Association, he will be entitled to two votes. In addition, each Class B Member will be entitled to 1/2 vote for each Tract not sold or conveyed to a third party.

ARTICLE V - COVENANT FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Tract, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, is deemed to covenant and agrees to pay the Association such Annual and Special Assessments as are established herein, with the exception that each Declarant, for such period of time as he remains a Member of the Association, is deemed to covenant and agrees to pay the Association such Annual and Special Assessments as are established herein. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Tract and shall be a continuing lien upon the property against which each such assessment was made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person or persons who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments

provided for herein by non-use of the Common Areas or abandonment. The Declarants shall not be required to pay any assessment for any Tract that has not been sold to a third party.

2. Annual Assessments. The Association may levy an Annual Assessment as deemed appropriate each year. The Annual Assessments levied by the Association shall be used for the purpose of maintaining and improving the ingress-egress easement road and the Common Areas, including the runway, roadways, utilities, and other such purposes as determined by the Association, including funding of appropriate reserves for future repairs and replacements.

3. Special Assessments. The Association may levy in any assessment year a Special Assessment, applicable to that year and payable over not more than the next three succeeding years, for the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas. Any such assessment shall have the assent of two thirds (2/3) of the Class A Members and all Class B Members.

4. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid on its due date as established by the Association shall be considered delinquent. Thereupon, the Association shall provide notice of such delinquency and may: (a) declare the entire balance of such Assessment due and payable in full; (b) charge interest from the due date a percentage rate as set by the Association; (c) suspend the right of such Member to vote or use the Common Areas, including runway, until the assessment and accrued interest are paid in full; or (d) give certified notice to the Member that in the event payment with accrued interest is not paid within thirty days from the date of such notice, that the Lien as provided herein may be foreclosed in any manner provided by law for the foreclosure of liens on real property in the State of Tennessee.

ARTICLE VI - EASEMENTS

1. Ingress Egress Easement for Access Road. There shall be an ingress egress easement across a portion of Tracts 1 through 5 and Common Area #2 for the purpose of providing access to the Owner of each of the Tracts and to the Common Areas. Construction, operation, maintenance, and repair of the ingress egress easement shall be the responsibility of the Association. The ingress egress easement shall be twenty-five feet in width, and will follow the access road as constructed to the Tracts and the Common Areas, the center line of which is approximately described as follows:

Beginning at an iron rod being south 37 deg. 37 min. 25 sec. west 56.62 ft. of a corner post 31.50 ft. west of the approximate center of Highway 130, said corner post being the southeast corner of the Joe W. Davidson et ux Mary Davidson property recorded in Deed Book 116 Page 46 and said point of beginning being the easternmost point of the centerline described. Thence: leaving said highway, along the southernmost boundary of Tract 1 north 80 deg. 21 min. 21 sec. west 1983.3 ft. to an iron rod, the southwest corner of Tract 1. Thence: north 80 deg. 21 min. 21 sec. west 514.25 ft. to a point. Thence: north 74 deg. 49 min. 21 sec. west 356.14 ft. to a point. Thence: north 69 deg. 51 min. 21 sec. west 184.50 ft. to a point. Thence: north 80 deg. 53 min. 39 sec. west 147.70 ft. to a point. Thence: south 43 deg. 55 min. 43 sec. west 43.29 ft. to a point. Thence: south 1 deg. 01 min. 23 sec. west 261.0 ft. to a point. Thence: south 32 deg. 47 min. 57 sec. east 51.58 ft. to a point. Thence: south 63 deg. 56 min. 37 sec. east 79.58 ft. to a point. Thence: south 11 deg. 11 min. 17 sec. east 41.08 ft. to a point. Thence, south 46 deg. 46 min. 03 sec. west to the intersection of this centerline with the property line of Tract 5.

2. Ingress Egress Easement for Access to Common Area #1. There shall be an ingress egress easement across the easternmost 1983.3 feet of Tract 2, which easternmost portion of Tract 2 is generally described as a fifty foot wide piece of property extending westerly 1983.3 feet from Highway 130, and the easternmost 1950.0 feet of Tract 3, which easternmost portion of Tract 3 is generally described as a fifty foot wide piece of property extending westerly 1950.0 feet from Highway 130, to provide for access to structures constructed on Common Area #1 from the access road described in this Article above. Construction and maintenance of drives across this easement will be the responsibility of the Lessee of the land on which the structures are

constructed, as discussed elsewhere in this Declaration. No improvements or grading which would limit the access to Common Area #1, including fences, may be constructed in the easement area.

3. Ingress Egress Easement for Access from Common Area # 1 to Common Area #2.

There shall be an ingress egress easement across the easternmost 2138.33 feet of Tract 4, which easternmost portion of Tract 4 is generally described as a fifty foot wide piece of property extending westerly 2138.33 feet from Highway 130, to provide for access of aircraft and equipment from Common Area # 1 to Common Area #2. Construction and maintenance of taxiways or ramps across this easement will be allowed subject to the approval of the Architectural Review Board, and will be the responsibility of the Lessee of the land on Common Area #1 to which the easement abuts. If so desired by the Association, the Association may construct taxiways or ramps across the easement in the area of the easement not abutting the portion of Common Area # 1 available for Lease, as described elsewhere in this document. No improvements or grading which would limit the access between the Common Areas, including fences, may be constructed in the easement area.

4. Utility easements. The Declarants, prior to conveyance of the Common Areas and the Tracts, has granted certain utility easements. The Association, by normal corporate action, may convey and grant any additional utility easements deemed necessary.

ARTICLE VII – LEASED AREAS FOR HANGER CONSTRUCTION

1. Common Area # 1. A portion of Common Area #1, as defined later in this paragraph, shall be available for lease to the Owners of the Tracts to provide for a location to construct a hanger for the purpose of aircraft storage. An Owner of a Tract may request to lease a portion of this area as reasonably required to construct a hanger from the Association. Said lease, along with the plans of the hanger to be constructed, will be subject to the approval of the Architectural Review Board. The Lessee shall be responsible for any legal, surveying, or other costs associated with the establishment of the Lease. Upon request of the Lessee, the Lease may be transferred to another Owner of a Tract. The term of the Lease will run with the Lessee's ownership of a Tract, and will be transferred to any future purchaser of the Tract, unless previously transferred to another Owner as discussed above. The Lease fee shall be one dollar per year. The portion of Common Area # 1 available for lease, which may be divided into several lease parcels, is as follows:

Beginning at a point being north 79 deg. 07 min. 50 sec. west 1592.02 ft. of the southeast corner of Common Area #1, as Common Area #1 is identified on the Plat, and being the southwest corner of the portion of Common Area #1 being described. Thence: north 10 deg. 11 min. 47 sec. east 73.66 ft. to a point along the northern property line of Common Area # 1, and the northwest corner of the portion of Common Area # 1 being described. Thence: south 80 deg. 21 min. 21 sec. east 450.97 ft. along the northern property line of Common Area # 1 to a point, said point being the northeast corner of the portion of Common Area # 1 being described. Thence: south 10 deg. 52 min. 10 sec. west 83.30 ft. to a point along the southern property line of Common Area # 1, and the southeast corner of the portion of Common Area #1 being described. Thence: north 79 deg. 07 min. 50 sec. west 450.00 ft. along the southern property line of Common Area # 1 to the point of beginning, containing 0.81 Acres more or less.

2. Common Area # 2. A portion of Common Area #2, as defined later in this paragraph, shall be available for lease to the Declarants to provide for a location to construct a hanger or hangers. The entire area may be leased to the Declarants jointly, or divided into two leased areas, one available for lease to each Declarant, as they see fit. Said Lease, along with the plans of the hanger to be constructed, shall be subject to the approval of the Architectural Review Board. The Lessee shall be responsible for any legal, surveying, or other costs associated with the establishment of the Lease. Upon request of the Lessee, the Lease may be transferred to another Owner of a Tract. The term of the Lease will run with the Lessee's ownership of a Tract, and will be transferred to any future purchaser of the Tract, unless previously transferred to another owner as discussed above. The Lease fee shall be one dollar per year. The portion of Common Area # 2 available for Lease, which may be divided into two lease parcels, is as follows:

Beginning at an iron rod north 78 deg. 58 min. 00 sec. west 2620.31 ft. from an iron rod 32.18 ft. west of the approximate center of Highway 130 and being north 37 deg. 37 min. 25 sec. east 69.96 ft. from a fence post 32.30 ft. west of the approximate center of Highway 130, said post being the northeast corner of the David D. Womack, Jr. et al property of record in Deed Book 217 Page 195 and said iron rod being the northeast corner of Tract 5 of the Plat. Thence: along a property line between Tract 5 and Common Area #2 south 5 deg. 37 min. 51 sec. 244.86 ft. to an iron rod, the southeast corner of the portion of Common Area # 2 being described. Thence: along a property line between Tract 5 and Common Area # 2 north 84 deg. 08 min. 53 sec. west 241.15 ft. to a witness pin and continuing on the same bearing an additional 25.00 ft. to a point in the approximate center of a drain, the southwest corner of the portion of Common Area # 2 being described. Thence: along said drain, north 10 deg. 23 min. 07 sec. west 90.71 ft. to a point. Thence: north 07 deg. 59 min. 34 sec. east 45.49 ft. to a point. Thence: north 35 deg. 15 min. 14 sec. west 145.97 ft. to a point. Thence: north 10 deg. 11 min. 47 sec. east 25.00 ft. to a witness pin and continuing on the same bearing an additional 12.06 ft. for a total distance of 37.06 ft. to a point, the northwest corner of the portion of Common Area # 2 being described. Thence: south 78 deg. 58 min. 00 sec. east 383.59 ft. to the point of beginning, containing 1.88 Acres, more or less.

ARTICLE VIII - RESTRICTION FOR HOME CONSTRUCTION

1. Construction shall be limited to one single-family residence on each applicable Tract. Resident may have, as an appurtenance thereto, a garage, a hangar, and a guest house. No multi-family units shall be constructed.
2. The minimum size for a single story, single-family residence is 1800 square feet, excluding any garage area. The minimum size for a two story, single-family residence is 2500 square feet, excluding any garage area. The minimum size guest house shall be 800 square feet. No guest house shall be constructed until after completion of the single-family residence.
3. Prior to any construction, plans must be approved by an Architectural Review Board. This board shall be comprised of all Class B Members. If a Class B Member should elect to withdraw his membership in Pleasant Grove Airpark Association, The Association shall elect a replacement member for service in the review board. This board member may be replaced as the board sees fit. Approval of plans by the Architectural Review Board does not imply that said plans meet any local, state or federal requirements. Reasonable exemptions to the above-referenced restrictions may be granted by unanimous consent of the Architectural Review Board.
4. Water, electric, telephone, and other utility service to each home will be the responsibility of each individual Tract owner.

ARTICLE IX - GENERAL RESTRICTIONS

1. All recreational vehicles, including motor homes, trailers, boats, etc., will be parked under cover or against permanent buildings.
2. No commercial boarding of animals shall be permitted. Animals shall be limited to domestic pets, horses, and cattle, and shall be for personal use.
3. With the exception of Tracts 4 and 5, grading of soil shall be limited to areas needed for home site and appurtenant buildings, drive and taxiway, private yard area and parking, and septic field.
4. No fencing may be installed to limit ingress egress of vehicles or aircraft across the easement areas. Individual fences will be allowed around corrals, runs, and pools. Fences between individual properties must be agreed upon by adjoining owners, and approved by the architectural review board. No improvements, structures, or grading, including fences or plantings, which would threaten to endanger aircraft operations may be installed on the easternmost 2610.51 feet of Tract 4, which easternmost portion of Tract 4 is further generally described as a fifty foot wide piece of property extending westerly 2610.51 feet from Highway 130. No improvements, structures, or grading, including fences or plantings, with the exception of a fence along the southernmost boundary of the property, which would threaten to endanger aircraft operations may be installed on the easternmost 2620.31 feet of Tract 5, which

easternmost portion of Tract 5 is further generally described as a fifty foot wide piece of property extending westerly 2620.31 feet from Highway 130.

5. No antenna or tower may be installed in excess of twenty feet in height above the existing grade. No satellite antenna may be installed if greater than twenty-four inches in diameter.

6. Tracts shall be kept neat in appearance and mowed.

ARTICLE X - AIRCRAFT OPERATIONS

1. Pleasant Grove Airpark will be private, restricted, and closed to all student traffic. Guests operating aircraft at the Pleasant Grove Airpark shall be limited to pilots with proper experience and ratings who shall comply with all of the provisions of this Declaration with respect to aircraft and otherwise. Visiting aircraft pilots, together with the occupants of their aircraft, shall be permitted to remain as guests of any Member for a period not to exceed three weeks in any six month period.

2. All dismantled aircraft and parts shall be hangered.

3. The landing surface of the runway will not be used for motor vehicle traffic, and horses are not to be ridden on the landing surface.


ARTICLE XI - DISPOSAL OF PROPERTY / DISSOLUTION OF ASSOCIATION

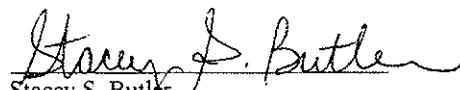
Disposal of any property owned by the Association or dissolution of the Association will require the assent of two thirds (2/3) of the Class A Members and all Class B Members.

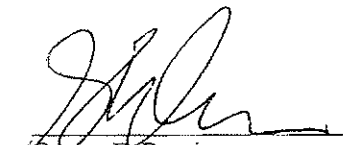
ARTICLE XII - SEVERABILITY

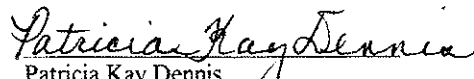
Invalidation of any particular provision of this Declaration by judgement or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating the Declarants' intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Pleasant Grove Airpark.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be duly executed in triplicate on this 12th day of APRIL, 2001.


Blake B. Butler


Stacey S. Butler


George E. Dennis



Patricia Kay Dennis

ACKNOWLEDGMENTS

STATE OF TENNESSEE, COUNTY OF BEDFORD

On this 12th day of April, 2001, before me personally appeared Blake B. Butler and Stacey S. Butler, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein expressed.

Witness my hand and official seal at Shelbyville, Tennessee, the day and year aforesaid.

My commission expires  Melissa J. Simmons
Notary Public

On this 6th day of April, 2001, before me personally appeared George Dennis and Patricia Kay Dennis, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein expressed.

Witness my hand and official seal at Shelbyville, Tennessee, the day and year aforesaid.

My commission expires 8/14/2002 Wayne Reese
Notary Public

State of Tennessee, County of BEDFORD
Received for record the 12 day of
APRIL 2001 at 3:01 PM. (RECE 57354)
Recorded in official records
Book D242 pages 251- 257
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 30.00, Total \$ 30.00.
Register of Deeds DONNETTA HURT
Deputy Register

BK D242 PG 257

State of Tennessee, County of BEDFORD
Received for record the 21 day of
MARCH 2005 at 1:40 PM. (REC# 105841)
Recorded in official records
Book D268 pages 411- 415
State Tax \$.00 Clerks Fee \$ 1.00,
Recording \$ 27.00, Total \$ 28.00,
Register of Deeds JOHN W REED JR
Deputy Register DARLENE LITRELL

Prepared by:

Bobo, Hunt & White
202 Union Planters Bank Bldg.
Shelbyville, TN 37160

**DECLARATION OF AMENDMENT TO PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS AFFECTING THE
REAL PROPERTY OF PLEASANT GROVE AIRPARK**

THIS AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE REAL PROPERTY OF PLEASANT GROVE AIRPARK is hereby made, published and declared this 18th day of March, 2005, by Blake B. Butler, George E. Dennis, Charles H. Ingram, and Steve Collins (the owners).

Whereas, certain Restrictive Covenants applicable to Pleasant Grove Airpark were established by Declaration of Protective Covenants, Conditions and Restrictions Affecting the Real Property of Pleasant Grove Airpark, of record in Deed Book 242, page 251, Register's Office of Bedford County, Tennessee; and

Whereas, the undersigned, being all of the current owners of said Pleasant Grove Airpark, desire to amend said Restrictive Covenants as set forth in Article VII, Common Area #1, as originally set forth;

NOW THEREFORE, Owners do by this document delete original Article VII, Common Area #1.

Owners do hereby reaffirm and ratify all other restrictive covenants of Pleasant Grove Airpark, of record in Deed Book 242, page 251, Register's Office of Bedford County, Tennessee, as fully and effectively as if the entire instrument were copies herein verbatim containing the deleted Common Area #1, of Article VII, and said instrument is accordingly incorporated herein by reference.

WITNESS our hands the date and date subscribed within our individual notary acknowledgment.

SIGNATURE PAGES ATTACHED

BK D268 PG 411

This 21 day of Mar 2005
RONDA HELTON
Property Assessor-Dep. TA 25
Bedford County, Tennessee

THE UNDERSIGNED HEREBY AFFIXES HIS/HER SIGNATURE TO THE FOREGOING DECLARATION OF WAIVER OF RESTRICTION

Blake B. Butler

BLAKE B. BUTLER

STATE OF TENNESSEE,
COUNTY OF BEDFORD

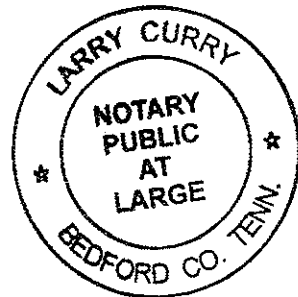
Personally appeared before me the undersigned, a notary public in and for the state and county aforesaid, BLAKE B. BUTLER with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes thereon contained.

WITNESS, my hand and official seal at office this 17th day of March, 2005.

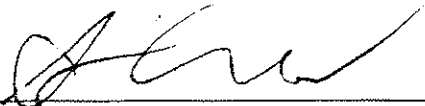
Larry Curry

NOTARY PUBLIC

My Commission Expires: 2-9-08



THE UNDERSIGNED HEREBY AFFIXES HIS/HER SIGNATURE TO THE FOREGOING
DECLARATION OF WAIVER OF RESTRICTION.



STEVE COLLINS

STATE OF TENNESSEE,
COUNTY OF BEDFORD.

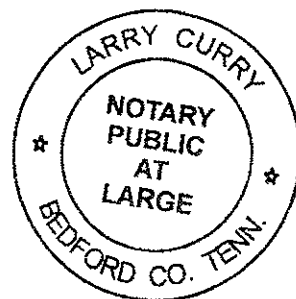
Personally appeared before me the undersigned, a notary public in and for the state and
county aforesaid, STEVE COLLINS, with whom I am personally acquainted, or proved to me on
the basis of satisfactory evidence, and who acknowledged that he executed the within instrument
for the purposes thereon contained.

WITNESS, my hand and official seal at office this 17th day of March, 2005.



NOTARY PUBLIC

My Commission Expires: 2-9-08



THE UNDERSIGNED HEREBY AFFIXES HIS/HER SIGNATURE TO THE FOREGOING DECLARATION OF WAIVER OF RESTRICTION.

Charles H. Ingram
CHARLES H. INGRAM

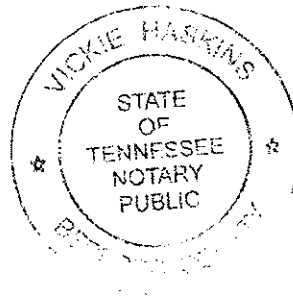
STATE OF TENNESSEE,
COUNTY OF Bedford.

Personally appeared before me the undersigned, a notary public in and for the state and county aforesaid, CHARLES H. INGRAM, 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 thereon contained.

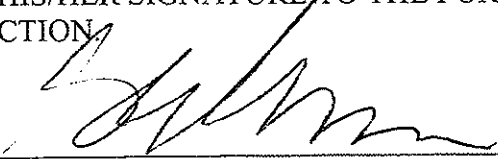
WITNESS, my hand and official seal at office this 18 day of March, 2005.

Vickie Haskins
NOTARY PUBLIC

My Commission Expires: 3-13-07



THE UNDERSIGNED HEREBY AFFIXES HIS/HER SIGNATURE TO THE FOREGOING
DECLARATION OF WAIVER OF RESTRICTION



GEORGE E. DENNIS

STATE OF TENNESSEE,
COUNTY OF Bedford.

Personally appeared before me the undersigned, a notary public in and for the state and county aforesaid, GEORGE E. DENNIS, 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 thereon contained.

WITNESS, my hand and official seal at office this 18 day of March, 2005.



NOTARY PUBLIC

My Commission Expires: 3-13-07

