

Prepared by:
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Knoxville, Tennessee 37902

DECLARATION OF RESTRICTIONS

HAMPTON HALL

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions made and entered into this 19th day of October 1995, by D. H. & S. PARTNERSHIP, a Tennessee General Partnership, hereinafter referred to as Developer,

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

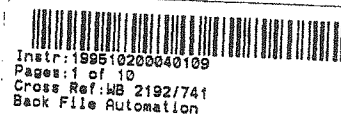
WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the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

WHEREAS, the Developer is a Tennessee General Partnership organized for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, and is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS



Section 1.

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Hampton Hall Homeowners Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereof, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land which Developer proposes to convey and transfer to the Association for the common use and enjoyment of the owners of The Properties.

INST: 27055 WB 2192 PG: 741
REC'D FOR REC 10/20/1995 11:36:58 KNOX CO. TN
RECORD FEE: \$ 40.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

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

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) "Traditional Architecture" shall be defined as residential architecture categorized as Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, English Salt Box and all other Traditional Single Family Residential Architecture common in the United States and not typically referred to as Contemporary.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Existing Property.

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Knox County, Tennessee, and is more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO FOR DESCRIPTION

ARTICLE III

MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the Owner of a fee or undivided fee interest in a lot and expires upon the transfer or release of said ownership interest.

Section 2. Voting Rights.

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for each Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to two votes for each Lot in The Properties whether owned by it or by others. The Class B membership shall be non-transferable and shall remain in the Developer until it has relinquished all ownership in all Lots within The Properties.

When the Developer has relinquished ownership in all Lots in The Properties, Class B membership shall cease to exist and from and after such time, there shall only be Class A Membership.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment.

Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties.

The Developer may retain the legal title to the Common Properties until such time as in the opinion of the Developer the Association is financially able to maintain the same. At such time the Developer shall convey and transfer the Common Properties to the Association.

Section 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the Individual Members in and to the Common Properties, including but not limited to rights to prevent the sale or confiscation of said Common Properties from creditors or lien holders of the Association or Membership.
- (b) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
- (d) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members, provided, however, that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes irrespective of class of Membership been recorded, agreeing to such dedication, transfer, purpose of conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

Section 4. Parking Rights.

The Developer shall have the absolute authority to determine the type and number of parking spaces in the Common Areas and to regulate and develop said parking until such time as the Association obtains authority over the same. Once the Association obtains authority over the Common Area wherein said parking is situated, it shall have the absolute authority to regulate the maintenance and use of the same.

ARTICLE V



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COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall

also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and beautification of the residences in the Properties and in particular for the improvement and maintenance of properties, services, facilities devoted to this purpose and related to the use and enjoyment of the Common properties and of the homes situated upon The Properties including but not limited to the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The assessments include the right to maintain and repair the streets and accessways and the lighting, traffic signals and signs pertaining to the subdivision. The cost of the operation and maintenance of street lights and lighting regardless of the location within the subdivision and the proximity to the individual lots shall be borne equally and prorated as to each lot without regard to the ownership; it being the intent of this requirement to insure the safety, enjoyment and security of the entire subdivision.

Section 3.

The Developer shall have the right to determine and set the annual assessment for the first year from and after the establishment of the Homeowners Association. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for the first year. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided.

In view of the fact that Developer shall incur all of the initial costs of constructing, building and installing the swimming pool, tennis court, and other common facilities, incurring most of the initial maintenance costs of same, and subsequently transferring said Common Properties to the Association free of cost, the said Developer shall not be required to pay on lots owned by it any annual or special assessment required hereunder or levied by the Association.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, 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 described capital improvement upon the Common Properties including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes irrespective of call of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments.

The Association may change the maximum and basis of the assessment fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of at least two thirds of the votes irrespective of call of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5.

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast Sixty (60) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixth (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments.

The first annual assessment shall become due and payable on the first day of the month following the lapse of thirty (30) days from the date of the sale of the first lot in Hampton Hall. Thereafter as each person or entity becomes a Member such new Members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. Upon a person or entity ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-Payment of assessment.

The Personal Obligation of the Owner; the Lien; Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereof and cost of collecting thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the Court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time such assessment accrued.

Section 10. Exempt Property.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2015 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of lots, it is agreed to change said covenants in whole or in part.

ARTICLE VII

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

ARTICLE VIII

LAND USE AND BUILDING TYPE

All lots in the Subdivision shall be known and designated as residential lots unless otherwise noted. No structure shall be erected, altered, placed or permitted to remain on any of the said lots other than one detached single-family dwelling not to exceed two stories in height and an attached private garage except by approval and sanction of the Hampton Hall Advisory Committee. It is the intent of this provision pertaining to garage, to among other things, to prevent an "in-home" auto or vehicle repair shop which is prohibited.

ARTICLE X

BUILDING LOCATION

No building shall be located on any lot nearer to the front boundary than 25 feet unless special permission coupled with a waiver is granted in hardship cases by the Developer for as long as said Developer shall have authority over such matters, and thereafter the Homeowners Association which shall have exclusive jurisdiction and authority to permit or deny variances in hardship cases, and to all other rear and side set back requirements, the regulations of the Zoning Authority shall have the exclusive authority to permit or deny variances in hardship cases as to rear and side set back requirements.

ARTICLE XI

DIVISION OF LOTS

Not more than one dwelling may be erected on any one lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the explicit purpose of increasing the size of another lot.

ARTICLE XII

DWELLING RESTRICTIONS

Section I. Design Requirements.

No dwelling shall be erected, placed, altered or permitted to remain on any lot unless it conforms to the following requirements:

1. The dwelling and related improvements must be of Traditional Architecture and design as defined herein.
2. The minimum living area square footage requirements shall be as follows:
In the case of a two-story dwelling there shall be not less than 2300 square feet, with not less than 1000 square feet on the first floor; in the case of a story and a half not less than 2300 square feet with not less than 1500 square feet on the first level; a split level dwelling shall have not less than 1900 square feet on the top level; and a tri-level shall have not less than 1900 square feet on the two top levels; and in the case of a one story, sometimes referred to as a rancher, not less than 1800 square feet on the main level.



Basement, open porches, garages, carports shall not be considered in estimating or determining the square footage or living area. The Hampton Hall Advisory Committee must pass upon the requirements for all dwellings in regard to minimum square footage.

3. All windows and the related trim must be of wood, vinyl or metal construction.
4. All dwellings, except one story dwellings shall have a minimum roof pitch of 7/12 and the one story shall have a minimum roof pitch of 8/12.
5. All above ground exterior foundation walls shall be veneered with brick, stone or such other material approved by the Advisory Committee.
6. All dwellings shall have not less than a two car attached garage capable of accommodating two automobiles. The Advisory Committee shall have the authority to permit the garage to be situated in the basement so long as the same does not disturb or detract from the overall appearance of the house or the aesthetics of the neighborhood.
7. Heating and air conditioning systems shall be concealed from view by appropriate screening, subject to approval of the Advisory Committee.

Section 2. Miscellaneous Restrictions.

1. Mail boxes shall be of a traditional type and design consistent with the overall character and appearance of the neighborhood and as selected by the Developer.
2. No outside radio transmission towers, receiving antennas, television antennas or solar panels may be installed or used, except as approved by the Advisory Committee. Satellite dishes no larger than 16 inches in diameter are permitted provided they are properly screened from public view; such determination being in the sole discretion of the Advisory Committee.
3. No one shall be permitted to store or park house trailers, campers, RVs, pleasure or fishing boats, trailers or other similar type vehicle on or about said residences unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.
4. Owners and Builders will be responsible for providing silt control devices on each lot during construction activities.
5. Clothes lines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed or placed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items

ARTICLE XIII

HAMPTON HALL ADVISORY COMMITTEE

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No building shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and a plan showing the location of a dwelling have been approved in writing by the Hampton Hall Advisory Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finished grade level and elevation. The Hampton Hall Advisory Committee shall be composed of three members appointed by the Developer. A majority of the Committee may designate a representative to act for the Committee. In the event of the death or resignation of any member of the Committee, the Developer shall have the exclusive authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the said Committee or its designated representative fails to approve or disapprove such plans or specifications within Fifteen (15) days after the same have been submitted to it, such

approval shall be implied and no longer required and this covenant will be deemed to have been fully complied with. Further, such plans must be left with Hampton Hall Advisory Committee during the period of construction after approval. Further, if no suit to enjoin the construction has been filed prior to completing thereof, approval will not be required and the covenant shall be deemed to be fully made. In the event the said Hampton Hall Advisory Committee rejects plans submitted for approval under this covenant, upon written request or application by 75 per cent of lot owners within a 200 foot radius desiring that approval be given, then same shall be deemed approved by the Hampton Hall Advisory Committee. The Developer shall continue to have the exclusive authority to appoint the Members of the Advisory Committee until such time as it shall in writing expressly confer such authority to The Homeowners Association as provided in Paragraph XXIV.

ARTICLE XIV

NUISANCES

No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

ARTICLE XV

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn, outbuildings, above ground swimming pools, storage sheds, or any other structure shall be allowed to be erected or placed on any Lot or the Common Areas of Hampton Hall either temporarily or permanently nor shall any structure of a temporary nature be used as a residence.

ARTICLE XVI

EASEMENTS

Easements and other restrictions in conformity with the recorded plat of Hampton Hall are expressly reserved for the overall development of the subdivision and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any lot in this subdivision unless prior written permission is granted by the Developer of the Subdivision.

ARTICLE XVII

COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any lot in the subdivision refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Developer or the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said time period, the Developer or Association shall have the right to injunctive relief against the Owner of the affected lot and the Contractor or Agent of the Owner and to make all necessary corrections and the expense of same shall be a lien upon the real property affected.



ARTICLE XVIII

SIGNS

No sign of any kind, including but not limited to signs advertising a business activity, 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 rent, or signs used by the builder during construction to advertise the property during the construction, sale or sales period.

ARTICLE XIX

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot except pets such as dogs or cats which are permitted provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance, provided, however, in no event shall any household have more than two animals of any species. The Homeowners Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems advisable.

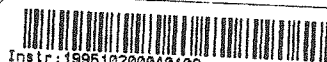
ARTICLE XX

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept except on a temporary basis and in sanitary covered containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition, subject to the approval of the Developer.

ARTICLE XXI

FENCES AND WALLS



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No fences or walls shall be erected, placed or altered on any lot or parcel unless approved by the Developer or the Advisory Committee as the case may be.

All fences shall be of wood construction not more than Six (6) feet in height and of stockade or shadow box design. No chain link or metal fencing shall be permitted.

Fences shall be located wholly within the boundary line of any given lot and shall in no event extend beyond the building set back line along the front of any such lot, subject always to the approval of the Advisory Committee as to the general and overall harmony and exterior design and appearance of the subdivision which shall be in the sole discretion of the said Advisory Committee.

Side lot fences shall be permitted only in conjunction with a dwelling in which event it shall be permissible to construct or install such a fence so long as it does not extend beyond the front of the dwelling and in no event beyond the front set back on any such lot. For purposes of further definition the "front of the dwelling" shall be deemed to be that portion of dwelling which is enclosed living area which shall not include the garage or such other type of enclosed area.

ARTICLE XXII

FIRST REFUSAL FOR RE-PURCHASE

In the event any owner of any residential lot not improved by a dwelling but otherwise improve or unimproved, desires to sell the same, the property shall be offered for sale to the Developer at the same price at which the property is about to be sold, and the Developer shall have Fifteen (15) days within which to exercise their option to purchase the property. Should the Developer fail or refuse within said Fifteen (15) days after receipt of registered notice to exercise this option to purchase said property at the price and on the terms which it is about to be sold,

then the Owner of said property shall have the right to sell the same, subject to each and every restriction, limitation, condition and agreement herein contained. This clause shall have no application to any person, firm or corporation acquiring any right, title or interest in any property or improvements in Hampton Hall through mortgage or deed of trust nor shall it apply to any purchaser at a judicial or non-judicial sale of any such property or improvements.

ARTICLE XXIII

WAIVER AND MODIFICATION

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein as to any part of the Hampton Hall, subject to their declaration, then owned by Developer and with the consent of the Owner as to any other land in said subdivision, and shall have the further right before a sale to change the size of or locate or relocate any of the lots, parcels, streets, or roads shown on any of the plats of Hampton Hall.

ARTICLE XXIV

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more corporations or assigns which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released therefrom.


IN WITNESS WHEREOF, the undersigned has hereunder set his hand and seal this 19th day of October 1995.

D. H. & S. PARTNERSHIP

By: Jimmie S. Doss
Jimmie S. Doss, General Partner

STATE OF TENNESSEE

COUNTY OF KNOX


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Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared JIMMY S. DOSS with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the General Partner of D. H. & S. PARTNERSHIP, A Tennessee General Partnership, the within named bargainor and that he as such General Partner being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by himself as General Partner.

Witness my hand and official seal this 19th day of October 1995.

My Commission expires: 3.3.99

