

CUMBERLAND MOUNTAIN RETREAT

PROPERTY OWNER'S ASSOCIATION, INC.

BY-LAWS- Revised May 2011

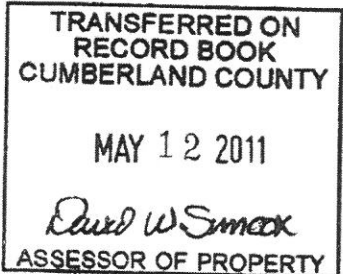
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19 PGS : AL - RESTRICTIONS	
ADRIA BATCH: 48654	
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VALUE	0.0
MORTGAGE TAX	0.0
TRANSFER TAX	0.0
RECORDING FEE	95.0
DP FEE	2.0
REGISTER'S FEE	0.0
TOTAL AMOUNT	97.0
STATE OF TENNESSEE, CUMBERLAND COUNTY	
JUDY GRAHAM SWALLOWS	
REGISTER OF DEEDS	



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THIS INSTRUMENT PREPARED

BY CMR POA, Inc

ADDRESS 151 Beach Loop Crsul., TN38572

ARTICLE I - OFFICES

The principal office of Cumberland Mountain Retreat Property Owner's Association, Inc. (hereinafter "P.O.A."), a Tennessee not-for-profit corporation, is at Cumberland Mountain Retreat Subdivision (hereinafter "CMR"), located on Route 6, off Lantana Road near Crossville, Cumberland County, Tennessee. The P.O.A. mailing and physical address is 151 Beach Loop, Crossville, TN 38572.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

Section 1 Membership: Every person or entity who is the owner of at least an undivided one-half fee interest in any parcel which is located within C.M.R. shall be a member of the P.O.A.

Section 2 Classes of Membership and Voting Rights: The following classes of membership and their voting rights are established.

(a) Classifications: There shall be two (2) classifications of membership in the Property Owner's Association, Inc. Entities, other than natural persons, which own at least an undivided one-half (1/2) interest in a parcel at Cumberland Mountain Retreat, shall designate one (1) natural person to hold membership. The two (2) membership classifications and definitions shall be:

1. Regular Membership: All property owners (other than camper membership) within Cumberland Mountain Retreat.

2. Camper Membership: Owners of a campground lot within Cumberland Mountain Retreat with water furnished exclusively by the P.O.A. Camper Memberships are not available without water, and no independent source of water may be obtained.

(b) Voting Rights: Each membership, of whatever classification, shall be eligible to cast one vote on business of the P.O.A. brought to a vote by the membership. The situations where no co-owner of a parcel within C.M.R. owns as much as an undivided one-half (1/2) interest in said parcel, then the person chosen by majority of the co-owners to hold the membership shall be eligible to vote. Those persons chosen by entities other than natural persons to hold its membership shall be eligible to vote.

Section 3 Membership Cards and Guest Cards: Each member in good standing shall be issued a membership card entitling such member and member's immediate family to use the amenities owned, operated or otherwise subject to the control of the P.O.A. In addition thereto, such member shall be entitled to the issuance of a Guest Pass for temporary visits of guests of members not exceeding ten (10) days, upon written request and a signed liability waiver at the rate of \$2.00 per card. Membership cards and Guest Passes are nontransferable.

Section 4 Member in Good Standing: In order to become a member in good standing and remain so for each consecutive year thereafter, all persons or entities eligible for membership shall pay to the P.O.A. the annual dues charged, and any special assessments levied in accordance with Article V of the By-Laws. The wording "Annual Dues" shall mean membership dues, water fees and special assessments inclusive. Only members in good standing shall be entitled to vote in person, or ballot by mail, at any regular or Special Meeting of the P.O.A. Members in good standing shall be issued non-transferable ID cards for use of the amenities owned, operated or otherwise subject to the control of the P.O.A.

Default: Those members who are in default in the timely payment of any dues or fees shall be denied all privileges, including access to and use of its amenities, including lakes, meeting access, dump station, bath house, et. al. All violators will be prosecuted to the fullest extent of the law.

Section 5 Annual Meetings: There shall be an Annual meeting of the membership of the P.O.A. to be held on the Saturday preceding Labor Day each year for the purpose of electing Directors, and the transaction of such other business as may come before the meeting. The Annual Meeting shall begin at 1:00 o'clock p.m. Central time, and shall be preceded by a covered dish luncheon at 12:00 o'clock noon Central time.

Section 6 Special Meetings: Special Meetings of the membership, for any purpose, unless otherwise prescribed by law, may be called by a vote of the majority of the Board of Directors.

Section 7 Notice of Membership Meetings: Written, printed notice stating the place, day and hour of the meeting, and in the case of a Special meeting, the purpose or purposes for which the meeting is called, and the person or persons calling the meeting, shall be delivered either personally, via e-mail or by postal mail by, or at the direction of the President, Secretary, Officer, person or persons calling the meeting, and the Board of Directors, to each shareholder or member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) days, or more than (60) days before the meeting by United States Mail addressed to the member at his address as it appears on the membership books of the POA, with postage thereon prepaid. If delivered personally or via e-mail, such notice shall be delivered not less than five (5) days nor more than sixty (60) days before the meeting, and shall be deemed delivered when actually received by the member. A certificate of the Secretary or other person giving the notice, or of a transfer agent of the P.O.A, that the notice required by the section has been given, in the absence of fraud, shall be prima fascia evidence of the facts therein stated. When a meeting is adjourned to another time and place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the adjournment was taken, and at the adjourned meeting, any business may be transacted at the original date of the meeting.

Section 8 Place of Meeting: Unless otherwise designated in the required notice for the Annual or any Special Meeting of the membership, the place of such Annual and Special Meeting shall be at CMR.

Section 9 Quorum: A Quorum shall consist of no less than one-tenth of the members of the P.O.A. who are entitled to a vote. A member is entitled to vote if he or she is a member in good standing pursuant to Article II, Section 4 of these By-Laws. A member entitled to vote shall be considered present for the purposes of establishing a Quorum if he or she votes by Ballot. When a Quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any of those present. A meeting may be adjourned despite the absence of a Quorum.

Section 10 Ballots: At all meetings of members, a member may vote by submitting their Ballot by mail, e-mail or in person, executed in writing by the member, or by his/her duly authorized attorney-in-fact.

Section 11 Voting/Memberships: Each member in good standing shall be entitled to one vote upon each matter submitted to a vote at a meeting of the membership.

ARTICLE III - BOARD OF DIRECTORS

Section 1 General Powers: The business and affairs of the P.O.A. shall be managed by its Board of Directors. Directors shall discharge their duties in good faith, and with that degree of diligence, care and skill, which ordinary prudent men and women would exercise under similar circumstances and like positions. When discharging their duties and acting in good faith, Directors may rely on financial statements of the Corporation of the P.O.A. represented to them by the officer or officers of the P.O.A. having charge of its books of account, or stated to them in

a written report by an independent public or certified public accountant or firm of such accounts represented to them fairly to reflect the financial condition of the POA.

Section 2 Number, Tenure and Qualifications: The number of Directors of the P.O.A. shall be seven (7). Each Director shall hold office for three (3) years or until his or her successor shall have been qualified and elected. Directors shall be eligible for re-election to a second term of three (3) years after having faithfully served for the first three (3) year term. Each Director shall be elected upon a plurality of votes cast in the election. Terms of the Directors will be staggered. A person need not be present at the annual meeting to be nominated. To be elected, Directors need not be residents of the State of Tennessee, but property owners in good standing of the P.O.A. and must be of legal age. They must also submit in writing a biographical sketch, their willingness to serve and a signed affidavit that they have read and are familiar with the Bylaws, the Declarations of Reservations and Restrictions and the Utility District Rules & Regulations, and that if elected, they would be committed to the enforcement of such corporate rules and regulations no later than 60 days prior to the election date. A biographical sketch is not required to be resubmitted for existing Board members. Also, anyone contracting to provide any services for CMR, or their family, shall not be eligible to be elected to the Board. Also, no two (2) members of the same family shall serve on the Board at the same time. The number of Directors may be increased or decreased from time to time by amendment to these By-Laws by the membership of the P.O.A., but no decrease shall have the effect of shortening the term of any incumbent Director. The replacement of any Board member whose term has not expired shall be until the next annual meeting of the P.O.A. Board members shall be eligible for re-election after serving two (2) consecutive terms as stated above, and after being off the Board for a period of not less than one (1) year.

Section 3 Regular Meetings: A Regular Meeting of the Board will be held immediately following the Annual Membership Meeting at the same location as the Annual Meeting. No notice other than this section shall be required of the meeting. After the Annual Meeting, the Board of Directors shall elect a President by majority vote. At such meeting, the Board of Directions shall, by resolution, designate the dates, times and place for holding additional regular meetings, which additional meetings will be held without notice. The President of the Board of Directors shall be the appointed Chairperson, and shall preside over the meetings of the Board of Directors.

Section 4 Special Meetings: A Special Meeting of the Board of Directors may be called by or at the request of the President of the Board of Directors. Any two (2) Directors may request the President to call a Special Meeting. The President shall set the time and place for holding any Special Meeting.

Section 5 Notices: Notice of any Special Meeting shall be given at least seven (7) days prior thereto by written notice delivered personally, via e-mail, or mailed to each Director to his or her mailing address, or by telephone. If mailed, such notice shall begin with a postmark dated by the United States Mail, so addressed, with postage thereon prepaid. If notice is given by telephone, such notice shall begin on the day of the call.

Section 6 Quorum: A majority of the Board of Directors fixed by Section 2 of this Article III shall constitute a Quorum for the transaction of any business at any meeting of the Board of Directors, provided however, if any position or positions on the said Board of Directors which are filled shall constitute such Quorum, If less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7 Manner of Action: The Act of the majority of the Directors present at a meeting at which a Quorum is present shall be the Act of the Board of Directors.

Section 8 Vacancies: Any vacancy occurring on the Board of Directors for any cause may be filled by the majority vote of the remaining Directors. A Director elected to fill a vacancy shall serve until the next Annual Meeting of the P.O.A., at which time they will be eligible for re-election by the members of the P.O.A. as set forth in

this Article III, Section 2. Any Directorship is to be filled by an election at any Annual or Special Meeting of the members of the P.O.A., or by the Board of Directors. If filled by the Board of Directors, the term of the office will be only until the next election of Directors by membership of the P.O.A.

Section 9 Compensation: There shall be NO compensation for service on the Board of Directors of the P.O.A. Out of pocket expenses relating directly to the P.O.A. may be reimbursed by a resolution of the Board of Directors providing they are pre-approved expenditures and proper receipts have been submitted.

Section 10 Removal: A Director may be removed from office before the expiration of his or her term for the unexcused absence at any three (3) regular meetings per year by majority vote of the Board of Directors. Directors may also be removed from office before the expiration of their terms pursuant to T.C.A Section 48-58-404.

ARTICLE IV- OFFICERS

Section 1 Number: The officers of the Board of Directors of the P.O.A. shall be President, Vice-President, Secretary, and Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary by the Board of Directors may be elected or appointed by same. Any two or more offices may be held by the same person, except for the offices of Secretary and President, which may not be held by the same person.

Section 2 Election and Term of Office: The officers of the Board of Directors of the P.O.A. are to be elected annually by the Board of Directors at the first board meeting held after the Annual Meeting of the membership. If the election of officers shall not be held at such meeting, such election shall be held as soon as thereafter convenient. Each officer shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death, or until he or she shall resign.

Section 3 Vacancies: A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors, and the Director appointed to fill the vacancy shall serve only until the next Annual Meeting of the P.O.A.

Section 4 President: The President shall be the principal executive officer and Chairperson of the P.O.A., and subject to the control of the Board of Directors, shall in general, supervise and control all business and affairs of the P.O.A. He or she, when present, will preside at all meetings of the membership. He or she may sign, with the Secretary or any other proper Officer of the P.O.A., thereunto authorized by the Board of Directors, certificates for membership of the P.O.A. any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, excepting in cases where the signing and the execution thereof shall be expressly delegated by the Board of Directors or by the By-Laws, to some other officer or agent of the P.O.A. or shall be required by law to be otherwise signed or executed; and in general, should perform all duties incident to the office of President, and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5 Vice-President: In the absence of the President, or in the event of his or her death or inability or refusal to act, the Board of Directors may approve the Vice-President to perform the duties of the President, and when so acting, shall have all the power and be subject to all the restrictions upon the President.

Section 6 Secretary: The Secretary shall: (a) keep the minutes of the member meetings and the meetings of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-laws, and as may be required by law; (c) be custodian of the P.O.A. records; (d) keep record of the post office address of each member which shall be furnished to the Secretary by such

member; (e) sign with President or Vice-President certificate for membership of the P.O.A., deeds, the issuance of which shall have been authorized by resolution by the Board of Directors; (f) in general, perform all duties incident to the office of the Secretary, and such other duties as may, from time to time, be assigned by the President or by the Board of Directors.

Section 7 Treasurer: If required by the Board of Directors, the Treasurer shall make bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall; (a) have charge and custody of, and shall be responsible for all funds and securities of the P.O.A.; (b) receive and give receipts upon request for all monies received in the name of the P.O.A. and deposit in such bank, trust companies, or other depositories as the Board of Directors may select; and (c) in general, perform all the duties incident to the office of Treasurer, and such other duties as may, from time to time, be assigned by the President or by the Board of Directors. The Treasurer's duties may be delegated to an independent accountant or book keeper, upon the approval of the Board of Directors.

ARTICLE V-DUES AND ASSESSMENTS

Section 1 Power to Charge Dues and Assessments: The POA shall have the power to charge annual membership dues, fees and special assessments for the purposes and in accordance with provisions of this Article.

Section 2 Payment of Dues and Assessments: Persons or entities owning a parcel or parcels in CMR, and by virtue of such ownership being members of the P.O.A. pursuant to the terms of these By-Laws, are required to pay annual membership dues and fees as set out herein and any special assessments that may be made by the P.O.A. pursuant to these By-laws.

Section 3 Membership Dues: The annual membership dues and fees shall be established by a vote of not less than two-thirds of the Board of Directors of the P.O.A. at any regular or special Board Meeting or by majority vote of the members in good standing in said P.O.A. who are voting in person or by ballot at any annual or special membership meeting.

Section 4 Purpose of Membership Dues: The annual dues and fees shall be used by the POA for the following purposes: (a) Maintenance and upkeep of campground roads, lakes, beaches, dams, buildings, and all other common properties, whether real or personal, owned, operated, or subject to the control of the P.O.A.; (b) Security to provide protection for the P.O.A. property in the subdivision, and to reasonably assist in protecting the property of the P.O.A. members located within the subdivision; (c) Operational expenses of the P.O.A. including, but not limited to the payment of taxes, insurance, postage, office supplies, labor, equipment and materials used in connection with the operation of the P.O.A.; and (d) to operate and maintain the CMR water utility, and to supply water pursuant to the Utility's rules, regulations and rates.

Section 5 Special Assessments: In addition to the annual dues and fees, the P.O.A. may assess equally to each P.O.A. member a special assessment for the purpose of paying in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of roads or other common properties owned, operated, or subject to the control of the P.O.A., provided that any such assessments shall be agreed upon by an affirmative vote of a majority of members of the P.O.A. in good standing who are voting in person, or by ballot, at any Annual or Special Membership Meeting.

Section 6 Notice of Special Meeting Required: In the event a Special Meeting is held for the purpose of changing annual dues or fees, or for considering a special assessment, notice thereof shall be sent to all members of the Association entitled to vote at least thirty (30) days prior to such Special Meeting. Such matters may be acted upon at any Regular Meeting of the membership without notice.

Section 7 Payments Subject to Continuing Lien: In the event annual dues, fees, or special assessments are not paid when due, such amounts owed shall bear a late penalty of ten percent (10%) from the date of delinquency, and annually thereafter. Further, in the event it becomes necessary for the P.O.A. to take legal action to collect any delinquent payments and any penalty thereon, to such payments shall be added reasonable collection agency and/or attorney fees, and all court costs incident thereto. All membership dues and assessments payable to the P.O.A., together with any penalties or legal fees or costs incident thereto, if any, shall be a charge on the land owned by each property owner, and shall be a continuing lien upon said property.

Section 8 Subordination of Lien: The lien of the annual dues, fees and assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust now or hereafter placed upon any lot subject to said payments, provided, however, that such subordination shall apply only to the dues or assessments which have become due and payable prior to a sale or transfer of such property, pursuant to a foreclosure of such first mortgage or Deed of Trust, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for the lien of any dues or assessments thereafter becoming due, and of any such subsequent dues, fees, or assessments.

ARTICLE VI- RULES AND REGULATIONS

The P.O.A., by virtue and through its Board of Directors, shall have the power to promulgate such rules and regulations as may be necessary to promote the health, safety, welfare and vested interest of the residents and property owners of CMR in the use of all amenities owned, operated or subject to the control of the P.O.A.

ARTICLE VII- CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1 Contracts: The Board of Directors may authorize any officer or officers, agent, or agents to enter into any contract, to execute and deliver any instrument in the name of and on behalf of the P.O.A., and such authority may be general or confined to specific instances.

Section 2 Loans: No loans or contracts shall be made on behalf of the P.O.A., and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3 Checks, Drafts, Etc.: All checks, drafts or other orders for the payment of monies, notes, or evidence of indebtedness issued in the name of the P.O.A. shall be signed by at least two (2) officers of the P.O.A. on any such manner as shall, from time to time, be determined by resolution of the Board of Directors.

Section 4 Deposits: All funds of the P.O.A. not otherwise employed shall be deposited, from time to time, to the credit of the P.O.A. in such banks and other depositories as the Board of Directors may select.

ARTICLE VIII- AMENDMENTS

These By-Laws may be amended, altered, or repealed by the majority of the voting members of the P.O.A, and should be brought before the annual meeting for approval. However, by unanimous vote of the Board of Directors, these By-Laws may be amended, repealed, or altered. Any amendment, alteration or repeal of these By-Laws by unanimous vote of the Board of Directors of the P.O.A. may thereafter be amended or repealed by the majority vote of the members of the P.O.A. at any special or annual meeting of the membership of the P.O.A.

These By-Laws are hereby unanimously adopted by the Board of Directors of the Cumberland Mountain Retreat Property Owners Association, Inc., this 7 day of May, 2011

IN WITNESS WHEREOF, CUMBERLAND MOUNTAIN RETREAT PROPERTY OWNER'S ASSOCIATION, INC. has executed this instrument by its duly authorized officers and directors on this the 7 day of May, 2011.

Gina M. Knight
Gina M. Knight, President

Linda Biggs
Linda Biggs, Secretary

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for the said State, and County, Gina Knight, President, and Linda Biggs, Secretary, the within named officers of Cumberland Mountain Retreat Property Owner's Association, Inc., with whom I am personally acquainted, and who acknowledge that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE THIS 7 DAY OF May, 2011.

My commission expires: May 11 2011
Marsha Ann Gates
Notary Public



CUMBERLAND MOUNTAIN RETREAT UTILITY DISTRICT RULES AND REGULATIONS

1. **APPLICATION AND SCOPE:** These rules and regulations are a part of all contracts for receiving water service from Cumberland Mountain Retreat Utility District and shall apply whether the service is based upon contract, agreement, signed application, or otherwise.
2. **DEFINITION:** "Customer" shall mean any person, firm, or corporation who receives water services from Cumberland Mountain Retreat Utility District (C.M.R.U.D.) under either an express or implied contract. The word "customer" shall be used in these rules and regulations to designate a person, firm, or corporation contracting with C.M.R.U.D. for the furnishing of water to property within Cumberland Mountain Retreat, and classified as follows:
 - a. A building under one roof and ownership, occupied as one residence or as one business.
 - b. One or more buildings on a single lot or parcel of land under one ownership, and occupied by one family or business. Each additional family or business shall be considered an additional customer.
 - c. One side of a double house or duplex having a solid vertical partition wall dividing two residences.
 - d. A private line owned and maintained by a customer for his individual use only.
3. **SERVICE CONNECTION:** The words "service connection" shall be used to designate the tap on the water main together with that portion of the line extending from the tap to the meter or service shut off valve, whichever is present. In those installations where the meter or shut-off valve is set at or near the property line on the street, highway, or right-of-way on which the main is located, only that portion of the line extending from the tap up to, and including the meter or shut-off valve, shall be included as part of the service connection.
 - a. In cases where it is necessary to set the meter or shut-off valve on the private property of the customer, an easement will be granted, together with the right of ingress and egress to the meter for the purpose of reading or servicing the same.
 - b. All water lines shall be of sufficient size to be compatible with the service needed, in the opinion of the district, for the furnishing of ample water to said customer.
 - c. The meter and/or shut-off valve shall at all times be owned by C.M.R.U.D..
4. **ANY APPLICANT** for water service shall file with C.M.R.U.D. a written application requesting water service, together with the current tap fee. If the service is not available for any reason, the tap fee will be refunded, and if the service is available, the applicant will be so notified, and he shall pay the required tap fee prior to the installation of the meter.
5. **A MINIMUM** cash deposit shall be required from each customer prior to providing water service to the customer. This deposit shall represent a guarantee of payment of customer's water bill in the event customer defaults in payment of same. The deposit shall be held as continuing security for the performance of the obligations contracted for by the customer, and a failure to make such deposit will give C.M.R.U.D. the right to declare the contract forfeited, and to refuse or to discontinue service. Upon termination of the service, the deposit may be applied by the district against any obligations of the customer to the District. Any part of the deposit which is not so applied will be refunded to the customer upon demand. All deposits with C.M.R.U.D. shall bear no interest.
6. **SERVICE CHARGES** for temporary service shall be paid by the customer requiring temporary service. All costs for reconnection and disconnection incidental to the supplying and removing of service, in addition to the regular charge for water used, shall be paid.

7. **SERVICE LINES:** Service lines shall be laid by C.M.R.U.D. from the water main to the property line, the location of such lines to be determined by C.M.R.U.D. Before a new service line is laid by C.M.R.U.D., the applicant shall pay such fee as C.M.R.U.D. may from time to time prescribe. When a service line is completed, C.M.R.U.D. shall be responsible for the maintenance and upkeep of such service line from the main up to and including the meter and meter box, and such portion of the service line that extends beyond the meter box shall belong to the customer and be their responsibility.

8. **METERS AND SHUT-OFF VALVES:** All meters and shut-off valves shall be installed, tested, repaired and removed by the District. No one shall do anything which will in any way interfere with or prevent the operation of the meter or shut-off valve. No one shall tamper with or work on a water meter or shut-off valve without the express written permission of C.M.R.U.D.. No one shall install any pipe or other device which will cause water to pass through or around a meter without the passage of such water being registered fully by the meter.

9. **METER TESTING:** C.M.R.U.D. will, at its own expense, make routine inspections and tests of meters and shut-off valves at their discretion. C.M.R.U.D. shall also make tests or inspections of its meters at the request of the customer. If the test requested by the customer shows a meter to be accurate within the limits acceptable by C.M.R.U.D., the customer shall pay a service charge commensurate with the services rendered. If such tests show the meter to be inaccurate to the benefit of the Customer, the costs of such tests shall be borne by the Customer, and any adjustments due the customer will be applied to the customers account. If such tests show the meter to be inaccurate to the benefit of the District, the costs shall be borne by C.M.R.U.D., and any adjustments due C.M.R.U.D. shall be applied to the customers' account which amounts shall become due and payable in the next billing cycle.

10. **RATE SCHEDULE:** All water furnished by C.M.R.U.D. shall be measured or estimated in gallons to the nearest multiple of 1,000 and shall be furnished under such rate schedule as C.M.R.U.D. may from time to time adopt. The usage shall be on a yearly basis measured from all well or other sources which C.M.R.U.D. may from time to time obtain water from, and rate schedules shall be based on the yearly costs and projected expense of providing water service to the community.

11. **MULTIPLE SERVICES:** No customer shall supply water service to more than one household, tenant, dwelling, mobile home, apartment unit or other premise from a single service line and meter or shut-off valve, without first obtaining express written permission from C.M.R.U.D.. Where this permission is granted, water charges shall be at such rates as the District may from time to time adopt. Plats 11, 12 and 13 of Cumberland Mountain Retreat subdivisions, which are designated as camping areas, shall be exempt from the separate meter rule. No meters shall be required to be installed in the aforementioned Plats until further notice.

12. **BILLINGS:** ALL CUSTOMERS MUST BE PAID UP MEMBERS IN GOOD STANDING, AS OUTLINED IN ARTICLES II AND V OF THE CUMBERLAND MOUNTAIN RETREAT PROPERTY OWNER'S ASSOCIATION, INC. BY-LAWS, PRIOR TO INITIAL CONNECTION OF WATER SERVICE, AND ANY SUBSEQUENT SUPPLY OF WATER SERVICE.

CONNECTIONS - All connections and/or reconnections for water service after May 1, 1992 shall be required to have a separate meter installed for each service connection. Bills for the provision of water (water fees) will be combined with the P.O.A. annual membership dues invoice, and mailed annually to either the recorded title owner obtained from the tax assessor's office, or to the mailing address furnished to the Treasurer in writing by the property owner, if other than the address noted at the tax assessor's office. Payment of dues and assessments shall be mailed to the P.O.A. address noted on the annual statement form, hand delivered to the Treasurer, or deposited in the mail slot in the door of the office.

PAYMENTS- All payments for dues, water fees and special assessments shall be paid on or before January 1 of each year, and will be assessed late charges of 10% per annum on February 1 of each year, as provided in Article V., Section 2 of the corporate By-Laws. Customers cannot pay water fees separate and apart from annual membership dues, and the P.O.A. will not accept payment of water fees separate from membership dues, nor payment of membership dues separate from water fees, unless considered as a payment toward the full balance.

No customer shall be entitled to pay any bill at the net rate when such customer is delinquent in the payment of any obligation owed to C.M.R.U.D. or C.M.R.P.O.A.

Failure to receive the annual statement will not release the customer from payment of water fees, nor extend the net rate. In the event the annual statement for water fees and dues is not paid in full on or before February 1 of each year, or within the time frame set forth for payments by the B.O.D., any or all water service may be disconnected without notice to the customer, and will not be resumed until all P.O.A. membership dues, water fees, special assessments, late fees, and a reconnection fee are all paid in full. The P.O.A. shall not be liable for damages resulting from the disconnection of water service.

Should the final date of payment of the bill at the net amount fall on a Sunday or Holiday, the business day following the final date will be held as the last day to obtain the net rate. Net remittances received by mail after the time limit for payment of said net rates shall be accepted by the District if the incoming envelope bears U.S. Post Office date stamp of the final date for payment of the net amount, or any date prior thereto, or of the day after the final date for payment if post-marked "A.M."

Reconnection of service to any location which has only a ball-type shut-off valve, and has been disconnected for non-payment, or at the request of the customer, or ANY OTHER REASON shall only be reconnected after the reconnection fee is paid along with a tap fee, and shall only be reconnected by installation of an approved metering device in-line with the service connection provided and installed by the district.

13. **REFUSAL OR DISCONTINUANCE OF SERVICE:** C.M.R.U.D. shall have the right to discontinue service, or to refuse to connect service in the case of a violation, or a failure to comply with, any of the rules and regulations contained herein, or in C.M.R.U.D.s Cross-connection Policy and Procedures. Such right to discontinue service shall apply to all service received through a single tap or service connection, even though more than one customer or tenant is furnished service from there, and even though the violation is limited to only one such customer or tenant.

Discontinuance of Service by C.M.R.U.D. for any causes stated in these rules and regulations shall not release the customer from liability for service already received, or from liability for payments that thereafter become due under the minimum bill provisions. C.M.R.U.D. shall have the right to refuse service to any applicant, or to any land, or discontinue service to any user whenever the applicant or previous owner of land, user, or any member of the household, company or firm to which such service is to be furnished, is in default in the payment of any obligation to the District, or has therefore had his/her service discontinued because of a violation of these rules and regulations. Such an unpaid obligation is hereby made a lien against the land, and attaches to the land, and is binding on all current and future owners of said land.

14. **RECONNECT POLICY:** Whenever service has been discontinued as provided for above, a reconnection fee shall be collected by the District before the service is considered for reconnection. All unpaid obligations shall be collected before the service is restored and all connections and/or reconnections for water service after May 1, 1992 shall be required to have a separate meter installed for each service connection.

15. **TERMINATION OF SERVICE BY CUSTOMER:** Customers who have fulfilled their contract terms who wish to discontinue service may do so by written notice to the CMRUD, 151 Beach Loop Dr. Crossville, TN 38572 or via e-mail at POACMR@yahoo.com.

16. INSPECTIONS: C.M.R.U.D. reserves the right to make an inspection of the plumbing installations of the customer's premises at all reasonable times for the purpose of reading meters, testing, inspection, repairing, removing and replacing all equipment belonging to C.M.R.U.D..

17. CUSTOMER'S RESPONSIBILITY: Each customer shall provide space and exercise proper care to protect the property of C.M.R.U.D. which is located on his/her premises. Any damages resulting from neglect of a customer to properly care for said property shall result in charges for the cost to replace or repair same. Furthermore, any costs incurred to C.M.R.U.D. due to neglect or leaks on the customer's property shall result in charges for the time spent in identifying said system failure and costs included for damages to said system as a direct result of customer's leaks and/or neglect. (Leaving water running unsupervised or leaving property unoccupied without properly taking steps to prevent breaks and leaks prior to departure.)

18. ALL WATER shall be supplied within the District boundary exclusively by C.M.R.U.D., and no person shall drill or otherwise put in a well within the CMR P.O.A. boundaries. No customer shall, directly or indirectly sell, sublet, assign, or otherwise dispose of the water or any part thereof except with express written permission from C.M.R.U.D. No person shall turn on, or turn off any of C.M.R.U.D.'s stop clocks, valves, hydrants, spigots, fire plugs or mains, except when being inspected in the presence of an authorized agent of C.M.R.U.D..

19. DAMAGES TO PROPERTY: C.M.R.U.D. shall not be liable to any customer for the damages caused to his plumbing or property by high pressure, low pressure, or fluctuations in pressure in the District's water mains.

20. LIABILITY FOR CUT-OFF FAILURES: C.M.R.U.D. shall not be liable for any loss or damage resulting from cut-off failures. If a customer wishes to avoid possible damage for cut-off failures, the customer shall rely exclusively on privately owned cut-offs and not on the District's cut-offs. Also, the customer, and not the District, shall be responsible for seeing that his plumbing is properly drained, and is kept properly drained, after his water service has been cut off. The District shall not forfeit the right to charge a customer for water that, due to frozen plumbing, is not used, but is received from a service line.

21. RESTRICTIONS OF WATER: In times of emergencies, or in time of water shortages, the District reserves the right to restrict the purposes for which water may be used by a customer, and also set limits on the amount of water a customer may receive.

22. INTERRUPTION OF SERVICE: C.M.R.U.D. shall endeavor to furnish a continuous supply of water, but does not guarantee to the customer any fixed pressure or continuous service. C.M.R.U.D. shall not be liable for any damages for any interruption of service. In the operation, maintenance, repair and extension of the District's water system, the water supply may be shut-off without notice when necessary, and each customer must be prepared for such emergencies. C.M.R.U.D. shall not be liable for any damages resulting from such interruption of service, or for any damages resulting from the resumption of service without notice after any such interruption.

23. PUBLICATION OF ANNUAL STATEMENT: An annual statement of costs and rates shall be reported at the Annual Meeting of the Cumberland Mountain Retreat Property Owner's Association, Inc., held on the Labor Day weekend every year. The statement will address the water rates which will be charged in each coming year by the District.

24. THE FOREGOING rules and regulations may be amended, modified, enlarged upon, or otherwise changed at any time deemed necessary by a majority vote of the Board of Directors of Cumberland Mountain Retreat Property Owner's Association, Inc., the governing body of the District.

IN WITNESS WHEREOF, CUMBERLAND MOUNTAIN RETREAT PROPERTY OWNER'S ASSOCIATION, INC., has executed this instrument by its duly authorized officers and Directors on this

7 Day of May 2011.

CUMBERLAND MOUNTAIN RETREAT

PROPERTY OWNER'S ASSOCIATION, INC.

Crossville, Cumberland County, Tennessee

DECLARATION OF RESERVATIONS & RESTRICTIONS

Revised 2011

WHEREAS, Cumberland Mountain Retreat Property Owners Association, Inc., a duly registered Tennessee not-for-profit corporation, is the owner of Cumberland Mountain Retreat Subdivision and Plat Numbers 11, 12 and 13 Subdivisions, which Subdivisions are described by plats of record in the Register's Office of Cumberland County, Tennessee, and that 150' easement abutting Plat numbers 2-4 and 6-13 as described in the DEED FOR EASEMENT dated April, 1992, and recorded in the Register's Office, Cumberland County, Tennessee, and

WHEREAS for benefit and protection of the future and present owners of said lots in said subdivisions and for the establishment and maintenance of sound values for the lots in said subdivisions, it is desired that certain restrictions and reservations be imposed on said lots in said subdivision, and be made a matter of public record, and property conveyed in said subdivisions be made subject to such restrictions and reservations, in accordance with By-Laws.

NOW, THEREFORE, for and in consideration of the premises, Cumberland Mountain Retreat Property Owner's Association, Inc. imposes upon the said Cumberland Mountain Retreat Subdivisions for the following restrictions, reservations and conditions, all of which shall be deemed CONVENANTS running with the land:

1. The lots or parcels of land as shown on the attached "Schedule A" (with reference to the recorded plat) are designed so as to be included within one of the following categories or classifications:
 - (a) **CLASS C:** Lots or parcels of land carrying this classification shall be used for residential purposes only, and not more than one (1) detached single family dwelling house may be erected on any such lot parcel of land, and such dwelling house shall consist of at least one thousand (1000) square feet of finished and heated living space, exclusive of any porches, carports, garages, patios, etc.
 - (b) **CLASS D:** Lots or parcels of land carrying this classification shall be used for residential purposes only, and not more than one (1) detached single family dwelling house may be erected on any such lot or parcel of land, and such dwelling house shall consist of at least eight hundred (800) square feet of finished and heated living space, exclusive of any porches, carports, garages, patios, etc.
 - (c) **CLASS M:** Lots or parcels of land carrying this classification shall be used for residential purposes only, and not more than one (1) detached single family dwelling house of at least six hundred (600) square feet of finished and heated living space, exclusive of any porches, carports, garages, patios, etc. shall be erected on any such lot or parcel of land. Double wide mobile homes placed on any such lot shall not be less than six hundred (600) square feet of finished and heated living space and not more than two (2) years old.
 - (d) **CLASS X:** Lots or parcels of land carrying this designation shall be used for residential purposes only, and not more than one (1) detached single family dwelling house of at least four hundred and fifty (450) square feet of finished and heated living space, exclusive of porches, carports, garages, patios, etc., or not more than one (1) home on a permanent foundation, or not more than one (1) temporary camper trailer or other similar camping facilities may be placed on any such lot or parcel of land for a period not longer than 6 months.
 - (e) **CLASS XC:** Lots or parcels of land carrying this designation shall be used for camping purposes only, and not more than one (1) detached single family dwelling cabin of at least three hundred (300) square feet of finished living space, exclusive of porches, carports, garages, patios, etc., or not more than one (1) camper trailer or other similar camping facilities may be placed on any such lot or parcel of land. Motor homes or campers older than 10 years of age must be approved by the Board of Directors. No septic systems of any type shall be allowed on CLASS XC camping lots, unless perk tested and approved by TN Environment and Conservation Dept of Ground Water Protection.

- (f) **CLASS R:** Lots or parcels of land carrying this designation may be used for residential purposes with the same Class C restrictions or commercial purposes. Any Commercial Plans must be approved by the Board of Directors.
 - (g) **COMMON PROPERTIES:** Parcels of land marked common property shall be used for recreational purposes for the benefit of such persons who are members of the P.O.A. in good standing and in full compliance with the reservations and restrictions, and other rules and regulations of the Cumberland Mountain Retreat Property Owner's Association, Inc., which may now or hereafter be in force.
2. All dwelling, commercial, or camping units erected on lots or parcels of land within the Cumberland Mountain Retreat Subdivisions shall be constructed in a good and workmanlike manner according to the codes of Cumberland County, and shall be maintained at all times in a good state of repair. Upon the commencement of the construction of any dwelling, building, remodeling or room additions, such construction shall be building, remodeling or room additions, the following procedures must be completed:
 - (i) Obtain a permit from the Board of Directors before erecting a house or moving a mobile home onto any lot or parcel of land.
 - (ii) Contact the State of TN Environment and Conservation Dept. of Groundwater Protection for a permit for a septic tank and drain field lines.
 - (iii) Contact the Volunteer Electric Cooperative concerning electric service.
 - (iv) Contact the South Cumberland Utility District for a water service or CMRWUD for campground water.
 - (v) All mobile homes must be on a permanent foundation installed and approved by the Board of Directors within sixty (60) days after being placed on any lot or parcel of land.
 3. The establishment, maintenance and use of all lots or parcels of land within the subdivisions with regard to the disposal of sewage and effluent shall be done in strict compliance with current existing State Health Regulations. In particular, no outside toilets shall be permitted on any lot or parcel of land in the subdivisions, and no waste or effluent shall be permitted to enter any of the lakes, streams, creeks or ditches within the subdivisions. Further, all sanitary arrangements must be inspected and approved by local or state health officers. All rear lot lines adjoining any lakes are at or above the high water mark of the lake, and no part of any sewage disposal system shall be installed closer than fifty (50) feet from the rear lot line of such lot or the high water mark of the lake adjacent to such lot.
 4. The erection of any permanent or temporary dwelling or appurtenant building thereto shall be placed at least twenty (20) feet from the front and rear lines of the property, and least ten (10) feet from the sidelines of any abutting property owner.
 5. No animals or fowl shall be kept or maintained on any lots or parcels of land, except household pets, which pets must be confined to the owner's lot or parcel of land either by fence or chain and on a leash and under the direct supervision of said owner while in the subdivision areas.
 6. Cumberland Mountain Retreat Property Owner's Association, Inc., for itself, its successors and assigns, reserves easements for the installation and maintenance of utilities and drains parallel and to ten (10) feet from all lot lines, and reserves the right of ingress and egress to such areas for the purpose of maintaining, installing, servicing and operating any of the above mentioned installations.
 7. Except for areas reserved and common property for recreational use, no boat docks, floats or other structures shall be constructed or built which extend into or onto any lake for more than fifteen (15) feet from the high water mark of such lake. Any and all materials used in such construction shall be of a nature such that said materials will not create any pollution of the water in the lakes.
 8. All boats operated on any lake in Cumberland Mountain Retreat shall not be propelled by any auxiliary power except electric motors, oars, paddles or the use of sails.
 9. No obnoxious, offensive or unlawful activity shall be permitted on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to any other property owner.
 10. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste, including, but not limited to junk vehicles or vehicle parts of any sort, and household waste of any sort. All lots or parcels of land shall be kept in a clean, neat, and sanitary condition. Failure to comply with this section will result in the property owner being given a 30 days written notice to correct their breach of this section and upon continued failure to correct their

breach of this section the assessment of costs, expenses and legal fees associated with the clean up shall be billed to the lot owner as a special assessment and shall be taxed as a lien against the property.

11. All vehicles must be parked off of roadways, and must be on property owner's lot. No vehicles are allowed to be parked on easements or accesses to lakes or common properties.
12. No advertising activity of any kind shall be allowed on any lot or parcel of land classified as residential except a sign of not more than four (4) square feet advertising said lot or parcel of land for sale by the owner thereof, or by such owner's agent.
13. Property owners in Cumberland Mountain Retreat Subdivision, by acceptance of a deed, or the entering into a contract for purchase of property in said subdivisions, covenants and agrees to pay to the Cumberland Mountain Retreat Property Owner's Association, Inc. a duly registered Tennessee not-for-profit corporation, annual membership dues, water fees (if applicable), and such special assessments that may hereafter be charged by said corporation in accordance with Article V., Section 2. of its By-Laws, which are duly recorded in the Cumberland County Register's Office.

It shall be the duty and responsibility of each property owner to notify the Treasurer of Cumberland Mountain Retreat Property Owner's Association, Inc., of any change of address for the property owner, and of any sale, transfer, or conveyance of any property interest. Upon such sale, transfer, or conveyance of any property interest, the property owner shall furnish to the Treasurer a copy of any deed or other written instrument within thirty (30) days of date of sale.

The annual membership dues shall be set by the Board of Directors and by the Property Owners in good standing in accordance with said Charter and By-Laws, at its Annual Meeting or Special membership meeting.

The annual membership dues shall be used by the Cumberland Mountain Retreat Property Owner's Association, Inc., for the following purposes:

- (a) Maintenance and upkeep of campground roads and roadsides, lakes, beaches, dams, buildings, and all other common properties, whether real or personal, owned operated or subject to the control of Cumberland Mountain Retreat Property Owner's Associations, Inc.
- (b) Operational expenses including, but not limited to the payment of taxes, insurance, postage, office supplies, labor, equipment and materials used in connection with the operation of Cumberland Mountain Retreat.

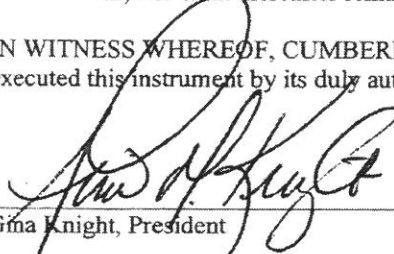
In addition to the annual membership dues, Cumberland Mountain Retreat Property Owner's Association, Inc., may assess equally to each member a special assessment for the purpose of paying the costs of any construction, reconstruction, unexpected repair or replacement of equipment or common properties owned, operated or subject to the control of the Association, provided that any such assessment shall be agreed upon by an affirmative vote of fifty-one (51) percent of the members of the Association in good standing who are voting in person, or by absentee ballot, at any annual or special membership meeting.

In the event a special meeting is held for the purpose of changing annual membership dues, or considering a special assessment, notice thereof shall be sent to all members of the Association entitled to vote at least thirty (30) days prior to such a special meeting. Such matters may be acted upon at any regular annual meeting of the membership without notice. In the event annual membership dues, water fees, or special assessments are not paid when due, such amounts owed shall thereafter bear late charges at the rate of ten percent (10%) compound per annum, from the date of delinquency. Further, in the event any assessed charges are not paid when due, the Cumberland Mountain Retreat Property Owner's Association, Inc., at its discretion, has the right to place accounts with an outside collection agency or attorney. In the event of such action, the owner is responsible for all costs of collection including but not limited to attorney fees, court costs, collection agency fees and internal administrative costs. All Association charges, including water fees, late fees, and cost of collection, together with any interest thereon, shall be a continuing lien upon said property and a personal obligation of the owner(s).

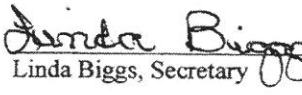
The lien of the annual membership dues, fees and/or assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust now or hereafter placed upon any lot subject to said payments, provided, however, that such subordination shall apply only to the dues or assessments which have become due and payable prior to sale or transfer of such property, pursuant to a foreclosure of such first mortgage or Deed of Trust, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for the lien of any dues or assessments thereafter becoming due, and of any such subsequent dues or assessments.

14. These reservations and restrictions shall be considered as covenants running with the land, and shall bind the purchaser of all lots parcels of land in said subdivisions, their heirs, assigns and successors. If owner or owners, or any of them, their heirs, assigns, and successors shall violate the covenants or reservations or restrictions herein contained, it shall be lawful for any person or persons owning any lot or parcel of land in these subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or reservation or restriction, and either to prevent such person or persons from committing any act of violation to recover damages for such violation.
15. Any invalidation of any of these covenants or reservations or restrictions shall in no way affect any other of the provisions herein, and shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, CUMBERLAND MOUNTAIN RETREAT PROPERTY OWNER'S ASSOCIATION, INC. has executed this instrument by its duly authorized officers and directors on this the 7 day of May 2011.



 Gina Knight, President



 Linda Biggs, Secretary

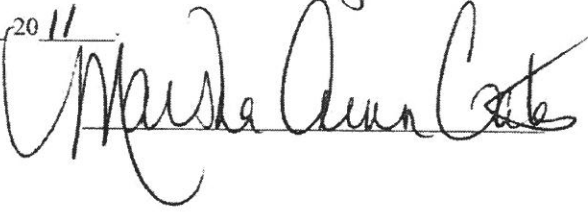
STATE OF TENNESSEE
 COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for the said State, and County, Gina M. Knight, President, and Linda Biggs, Secretary, the within named officers of Cumberland Mountain Retreat Property Owner's Association, Inc., with whom I am personally acquainted, and who acknowledge that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE THIS 7 DAY OF May 2011.

My commission expires May 11 2011.





SCHEDULE A

Section 2: Plat Book 8, Page 20, recorded in the Registrar's Office of Cumberland County, TN

Class C: Lots 6, 9-12, 18, 19, 49-94 inclusive.

Class D: Lots 1-5, 7, 8, 13-17 inclusive.

Section 3: Plat Book 4, Page 7, recorded in the Registrar's Office of Cumberland County, TN

Class C: Lots 95-97, 115-118, 196 inclusive.

Class M: Lots 98-103 inclusive.

Section 4: Plat Book 4, Page 27, recorded in the Registrar's Office of Cumberland County, TN

Class X: Lots 1-93 inclusive.

Section 6: Plat Book 6, Page 33, recorded in the Registrar's Office of Cumberland County, TN

Class X: Lots 601-652 inclusive.

Section 7: Plat Book 7, Page 3, recorded in the Registrar's Office of Cumberland County, TN

Class C: Lots 701-704, 713-719 inclusive.

Class D: Lots 767, 768, 777, 778 inclusive

Class X: Lots 705-712, 720-766, 769-776 inclusive.

Section 8: Plat Book 7, Page 52, recorded in the Registrar's Office of Cumberland County, TN

Class C: Lots 1-8, 16-37, 74-80 inclusive.

Class D: Lots 38-73 inclusive.

Class R: Lots 9-15 inclusive.

Section 9: Plat Book 7, page 53, recorded in the Registrar's Office of Cumberland County, TN

Class C: Lots 908-920 inclusive.

Class D: Lots 901-907, 921-935 inclusive.

Section 10: Plat Book 7, Page 54, recorded in the Registrar's Office of Cumberland County, TN

Class C: Lots 1-9 inclusive.

Section 11: Plat Book 8, Page 105, recorded in the Registrar's Office of Cumberland County, TN

Class XC: Lots 1-55 inclusive.

Section 12: Plat Book 8, Page 105, recorded in the Registrar's Office of Cumberland County, TN

Class XC: Lots 1-34 inclusive.

Section 13: Plat Book 8, Page 128, recorded in the Registrar's Office of Cumberland County, TN

Class XC: Lots 1-60 inclusive.

Section 14: 150' Easement abutting Plats 1 through 13 referred to in DEED FOR EASEMENT

Dated April 14, 1992, and recorded in the Registrar's Office of Cumberland County, TN.

Class X: All current and future lots inclusive.

REVISIONS

Original:	Recorded November 10, 1969	Deed Book 096, page 101
Revision 1:	Recorded June 18, 1970	Deed Book 100, page 399
Revision 2:	Recorded September 18, 1975	Deed Book 163, page 282
Revision 3:	Recorded February 19, 1976	Deed Book 166, page 620
Revision 4:	Recorded March 15, 1977	Deed Book 179, page 591
Revision 5:	Recorded September 6, 1979	Deed Book 217, page 245
Revision 6:	Recorded June 12, 1980	Deed Book 226, page 218
Revision 7:	Recorded October 10, 1980	Deed Book 230, page 665
Revision 8:	Recorded April 17, 1990	Deed Book 398, page 551
Revision 9:	Recorded November 25, 1992	Deed Book D441, pages 390 through 394
Revision 10:	Recorded August 10, 2000	Deed Book 1059, pgs. 1423-1441