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✓ Prepared By J. Michael Sharp, Attorney
175 Spring Street, NW
Cleveland, Tennessee (K)

**RESTRICTIONS
OF
COVENANT HILLS
PHASE II SUBDIVISION**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, We, P & J Construction, Inc., a Tennessee Corporation, of Bradley County, Tennessee, own the land known as COVENANT HILLS PHASE II SUBDIVISION, a Plat of which is recorded in the Register's Office for Bradley County,

Tennessee (ROBCT) in Plat Book 22, Page 6, and being part of that property as shown in warranty deed recorded in Book 1529, Page 781, have divided said property into building lots. The Owners are the Developers. They intend to create a residential community of high standards, and in order to do so, they have added these restrictive conditions for the benefit of all owners or occupants of said Lots within said Subdivision, and said restrictive conditions are hereby made to run with the land and shall be binding upon all subsequent purchasers or owners of Lots whether or not these restrictive conditions are mentioned or referred to in any subsequent conveyances.

1. **LAND USE.** All Lots shall be used exclusively for residential purposes. No business of any kind shall be located within said Subdivision nor shall any business of any kind be operated out of any home. No Lot or part of Lot may be used as a street or utility right-of-way easement connecting the streets within this Subdivision to any land outside the Subdivision, EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE DEVELOPERS OR THEIR SUCCESSORS IN INTEREST.

2. **ARCHITECTURAL CONTROL.** The Architectural Control Committee shall be James D. Blackwell and Jerry Scheib so long as any one of the Lots in said Subdivision remains unsold, and so long thereafter as the Developers desire.

No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved by the Developers, or either of them or by a property owners committee if such shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the Architectural Control Committee, may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior and so forth, with regard to the building. The decision of the Architectural Control Committee (Committee) or their successors in interest, shall be final. Where there is a conflict, and it cannot be reconciled, the Committee (initially will be James D. Blackwell and Jerry Scheib) or their successors in interest shall upon demand of the original purchaser, refund, without interest and without payment of any other expenses, the principal amount originally paid to James D. Blackwell and Jerry Scheib for the Lot in conflict.

3. **BUILDING TYPE AND LOCATION.** No structure shall be erected or maintained on any Lot or tract other than a detached single-family dwelling not to exceed two and one-half stories in height and no more than one residence shall be permitted upon any one Lot. No outbuildings may be erected or located upon any lot. Setbacks shown on the recorded Plat shall be superior to this building setback if different. HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY contained in this paragraph, due to the size, shape and topography of these lots, the location and/or positioning of each dwelling unit is critical to the overall success of the subdivision. Therefore, no structure shall be erected on any lot until a surveyed plot showing the planned structure and its relationship to all existing structures is reviewed and approved by the developer and/or the architectural control committee if one has been formed.

All dwellings shall include a two-car garage attached to the building proper. Use of detached garages is not permitted. Use of basements as garages may be acceptable, but only with Committee approval under Paragraph 2.

All structures shall be constructed of new material and unless of some brick, rock or other non-fading materials, the same shall be painted and maintained in a good condition at all times. The materials shall be approved by the Committee under Paragraph 2.

There shall be no dwellings or buildings erected of stucco or of a geodesic dome design, or of any extremely unusual design without the express approval of the Committee under Paragraph 2 above. All roofs on all buildings shall be covered with a first quality roofing material of either dimensional shingles made of asphalt or fiberglass of a minimum of 25-year duration. It is intended for the roofs to contain a minimum pitch ratio of 7 to 12. All roofs must be approved by the Committee under Paragraph 2 above.

File
James Blackwell to P&J Construction
P.O. Box 3991
Clew. TN 37320

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All foundations on all homes shall be of brick or mountain stone unless otherwise approved by the Committee under Paragraph 2 above. There shall be no fence along the front or sides of any dwelling, and fences that may be located in the back side of said house (opposite of the street) may be a plastic type fence, but no chain-link fence or other types of fences involving light-gauge metal or wire. In any event all fences shall be new and in good condition and shall be maintained in good condition. *Note that the foundation in this paragraph shall be deemed to be any exposed area of the home below the first floor area.

All dwellings containing a fireplace and/or chimney of any kind that is visible from the street of this subdivision on the exterior of the dwelling, shall be covered with brick or stone, unless otherwise approved in writing by the Committee under Paragraph 2 above.

Notwithstanding anything contained herein to the contrary, all houses with vinyl siding shall have beaded vinyl siding as approved by the Subdivision Developers or by the Committee, once the Committee is formed.

Dwellings shall be setback from the street as provided on the recorded Plat of this Subdivision.

4. LANDSCAPING.

All lots shall be landscaped within 90 days from the date of moving in to the structure and/ or within 90 days from the date of the filing of the notice of completion whichever is first to occur. All parties understand and agree that said landscaping shall include a minimum of two (2) _____ trees planted to the front of the dwellings. It is preferable that one _____ tree be a _____ colored tree and one to _____ tree be a _____ colored tree. All parties understand and agree that the homeowner shall spend a minimum of one percent (1%) of the total cost of the house for landscaping. This one percent (1%) figure shall be exclusive of any monies spent for grass seed, grass seeding and/ or yard preparation such as grading and/ or the movement of dirt.

5. SATELLITE DISHES.

Satellite dishes of widths of more than 3 feet across are prohibited. All satellite dishes and any TV antennas shall be in the back yard or back areas of the house and not visible from the street. In all cases the satellite dish or TV antenna shall not be installed without the approval of the Committee or Developer, under Paragraph 2 above. (All parties understand and agree that cable t.v. service is not provided as an initial service in this subdivision.)

6. CONSTRUCTION COMPLETION. Once construction has begun, the home shall be completed, in livable condition, within ten (10) months of the start otherwise, it shall be considered a nuisance under these restrictions.

The house location as well as any adjacent areas affected thereby shall be cleared of all trees, stumps and other debris, all of which shall be removed from the Lot prior to any construction.

Upon completion of the construction of the main dwelling, the Owner of each Lot shall expend for landscaping (which shall not include the yard seeding and/ or yard preparation) a minimum of one (1) percent of the total cost of the land and buildings. This provision shall apply to any re-construction of any destroyed dwelling. The landscaping shall be completed within 90 days from the completion of the dwelling. Failure to do so is a nuisance. The occupancy of the residence or the filing of a Notice of Completion in the Register's Office for Bradley County, Tennessee, which ever is first in time shall be evidence of completion.

After purchase of Lot, the new Owner is responsible before and during construction to maintain the entire Lot area in an attractive condition. After construction is completed, the yard shall at all times be kept neat, attractive, mowed and tended. Failure to do so is a nuisance.

The Committee reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant Lot so long as it is vacant at the cost of the Owners.

7. DRIVEWAYS. Before any construction has begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said driveway shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road. After construction is completed, the driveway located upon the Lot shall be composed of concrete and no dirt, asphalt or gravel driveways will be permitted or maintained after construction is complete. Said driveway shall be concreted prior to occupancy of the dwelling. There shall be no stamped concrete used on any driveway.

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8. SUBDIVISION OF LOTS. No Lot may be re-subdivided by anyone other than the original Developers who shall have that exclusive right. However, this does not preclude the addition of a portion of a Lot to another Lot so long as the Lot from which the portion is taken contains at least 70% of its original building size. Furthermore, this provision does not preclude the building upon two or more Lots, in which case said Lots shall be considered one Lot for these restrictions. At no time shall any Lot be divided for the purpose of creating a new or separate building site, nor shall any lot be used for a road from this Subdivision to another Subdivision or utility easements of any kind which would be utilized to cross from this Subdivision to another tract of land outside the Subdivision, except with the full consent and written approval of the Committee under Paragraph 2 above.
9. DWELLING SIZE. The minimum square footage of living area shall be exclusive of basements, porches, breezeways, terraces, garages and the like. The minimum square footage for a single level building shall be 1800 square feet, and for a one and one-half story dwelling the minimum square footage shall be 2400 square feet with a minimum of 1600 square feet on the ground floor, and for a two-story dwelling it shall have not less than a total of 2400 square feet with not less than 1600 square feet on the ground floor. Basements or any story under or partially underground shall not be computed in determining square footage. Split foyer buildings are not permitted. Split level houses shall be considered on a case by case basis and may be approved by the Committee under Paragraph 2 above. Garages shall be for a minimum of two cars. Garage doors visible from the street shall remain closed at all times except for cleaning and entering and leaving. It is clearly understood by all parties that these provisions (of this Article 7) as well as the entire set of restrictions are not mandatory for the Committee, but are to be used as a guide for the Committee except as otherwise prohibited. See Paragraph 2 above.
10. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. DRILLING OR MINING. No oil drilling, oil development operation or refining or quarrying or mining operations of any kind shall be permitted upon any Lot within the Subdivision.
12. WATER SUPPLY SYSTEM. No individual water supply system is permitted. However, individual systems may be installed for ponds, pools and the like. Such individual systems shall not be used for potable water.
13. SWIMMING POOLS. Above-ground swimming pools are prohibited. Any pool constructed shall be underground and shall be fully covered on all sides and must be located to the rear of the house and suitably fenced to blend with the house as approved by the Committee under Paragraph 2 above. The swimming pool shall conform to all setback requirements.
14. MAINTAINING OF CURBING. The Owner of each Lot, particularly during construction, shall maintain and keep in good repair the curbing and streets adjacent to said Lot, and shall replace and/or repair the curbing and the streets that are damaged by himself, his builders, agents or servants. All parties understand and agree that it shall also be the lot owner's responsibility to keep all streets in the subdivision clean and free of debris. The owners understand and agree that in the event that the streets become messy due to the negligence of the owner or the owner's agents and/or employees or those working on the owner's property, then the owner shall be responsible to pay for the clean up of the street at a minimum of \$1,500 per man hour used to clean the street or the actual charge of the clean up, whichever is greater. This charge may be levied by the developer and in the event the owner fails or refuses to pay, the developer has the right to institute collection proceedings against the lot owner.
15. SPECIAL RADIO EQUIPMENT. There shall be no type radio or equipment using air waves which will interfere with the normal reception of radio and television or other appliances used or maintained in the Subdivision.
16. WINDOWS. All dwellings constructed in this Subdivision shall have Anderson 200 Series or approved by the Committee.
17. UTILITIES AND DRAINAGE EASEMENTS. There shall be imposed upon all Lot lines drainage and/or utility easements as set out and as shown on the recorded plat.

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18. TEMPORARY STRUCTURES OR MOBILE HOMES OR MODULAR HOMES. No mobile home, modular home, house trailers, tents or shacks which shall all be considered temporary, nor shall any other buildings of a temporary character, be erected or moved onto any Lot within said Subdivision. Also specifically prohibited is the partial construction, such as a basement, of a house and moving into the same prior to full completion of the entire house. All such structures shall be considered temporary and prohibited.
19. ANIMALS. No animals of any kind shall be raised, bred or kept on any Lot, except for dogs and cats provided that they are not kept, bred or maintained for commercial purposes. Not more than two pets are permitted on any one Lot. No animals shall be allowed to run free and must be confined by leash or fence to the property of the owner.
20. NUISANCES. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done therein which will be or may become an annoyance to the neighborhood. The having or allowing of a tractor trailer or any trailers used or to be used as living quarters or junk, such as appliances, shall constitute a nuisance, per se. Furthermore, the leaving of automobiles upon the street, whether dismantled or otherwise shall likewise constitute a nuisance, per se. Also, the non-removal within ninety (90) days after occupancy of any building materials, such as blocks, bricks, lumber, etc., from the street view shall be a nuisance, per se. And if the dwelling has been damaged or destroyed and is not repaired or removed within six (6) months, the same shall constitute a nuisance, per se. There are other nuisances specified in the various other paragraphs of these restrictions.
21. MOTOR HOMES, BOATS, CAMPING TRAILERS OR TRAVEL TRAILERS. No motor home, boat, boat trailer, travel trailer, camping trailer, or other similar trailer vehicles, whether motorized or not, shall be parked for longer than three (3) days in any driveway in front of a structure or in the front yard, or to the side of any dwelling, nor on any vacant Lot so as to be exposed to the street. Such vehicles or trailers shall be parked in a garage, basement or to the rear of any residence and not be in the normal view from the street as much as is practical.
22. STREET DEDICATION. All streets on the Plat are hereby dedicated to the public use.
23. SUBDIVISION MAINTENANCE. Each Lot Owner, whether occupying the Lot or not, shall maintain the beauty and property values by keeping the area in a neat and attractive condition by mowing, trimming, etc. The responsibility of the Developer with regard to any Lot shall terminate upon the "final approval" of the appropriate Planning Commission as to the Subdivision proper.
24. HOLIDAY DECORATIONS. All holiday decorations used upon any Lot within the Subdivision shall be removed no later than 30 days after said holiday.
25. GARBAGE. All garbage and rubbish and like materials shall be concealed by shrubs or materials used in the exterior construction of the dwelling so as not to be visible from the Street except when and upon the day of being picked up for disposal.
26. CONSTRUCTION. All buildings must be built to a minimum standard as set by the Bradley County Building Inspection Department.
27. ON-STREET PARKING. There shall be no "on street" parking by anyone in said Subdivision on a regular basis.
28. PROPANE TANKS. Any propane tank located upon any lot must be located underground and out of view of the street and/or any adjoining lot owner. However, this shall not preclude the use of a propane gas tank for barbecue grills being exposed.
29. OUTDOOR CLOTHES LINES. There shall be no outdoor clothes lines of any type upon any Lot within said Subdivision.
30. YARD SALES AND/OR MOVING SALES. There shall be no more than two (2) yard sales or moving sales conducted upon any one Lot located within the Subdivision in any twelve month period.
31. AIR CONDITIONING. There shall be no window unit air conditioners allowed on any lot within the subdivision. All central heating and air conditioning systems should be located to the side or rear of the house and screened so as not to be visible from the street.

32. MAILBOXES. All mailboxes for any Lot within said Subdivision shall be of a same or similar style, size and design. All mailboxes shall be built of brick material for both the mailbox container and the post holding the mailbox container. All mailbox style, size, shape and design shall be approved by the Subdivision Developer prior to construction of the mailbox receptacle. The mailbox installation and maintenance shall be at the sole cost and expense of the Owner of the Lot.

33. INVALIDATION. The invalidation of any one of these covenants or any word, phrase or clause of any one of these covenants by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.

34. TERM. The covenants herein shall be binding upon all parties and all persons claiming under them until 1 September 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then Owners of said Lots shall agree to change such covenants in whole or in part. For the purpose of voting, each Lot as originally sold by the Developers shall have one (1) vote. Any changes shall be recorded in the Register's Office for Bradley County, Tennessee. This document may be changed by a majority vote of the then Owners after five (5) years from date.

35. ARCHITECTURAL REVIEW COMMITTEE. After all lots in COVENANT HILLS Subdivision have been sold, it shall be the responsibility of the lot owners of said Subdivision and all phases of said subdivision to form or maintain an Architectural Review Committee to enforce the restrictions as set out herein. Furthermore, the Developers of COVENANT HILLS Subdivision shall have a right to be voting members of the Architectural Review Committee for so long as the developers shall choose to be members of said committee.

36. HOMEOWNER'S ASSOCIATION MEMBERSHIP. Notwithstanding anything contained herein to the contrary, all owners of lots in COVENANT HILLS Subdivision shall be required to be members of and by their acceptance of any deed to any lot in COVENANT HILLS Subdivision, the owners of said Lot agree for themselves, their heirs and/or assigns to become members of the Homeowners Association when said Association is formed. The lot owners understand and agree that it shall be the Association's responsibility to maintain any common areas as shown on the subdivision plat and to maintain the sign and any common street lighting in the subdivision.

The owners understand and agree that the Homeowner's Association shall be formed after the majority of lots in COVENANT HILLS Subdivision have been sold or at the sole discretion of the subdivision developer. There shall be a monthly and/or annual fee charged to all Homeowner's Association Members/Lot Owners for maintenance/upkeep and/or real property taxes and/or any other items that the association shall deem necessary or appropriate.

37. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by anyone/ the party guilty of such violation shall be subject to and liable at the suit of any interested Owner within or without said Subdivision or any governmental authority, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs, reasonable attorney fees, and all other expenses incident to such proceedings, which costs, attorney fees and other expenses are prescribed as liquidated damages; and such remedies shall not be exclusive but shall be in addition to all other remedies allowed by law.

WITNESS our signatures this 22nd day of August, 2006.

P & J CONSTRUCTION, INC., A TENNESSEE CORPORATION

James D. Blackwell
BY: JAMES D. BLACKWELL
TITLE: President

Jerry W. Scheib
BY: JERRY W. SCHEIB
TITLE: Sec. / Treasurer

STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me personally appeared James D. Blackwell of P & J CONSTRUCTION, INC., A TENNESSEE CORPORATION, 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 President of P & J CONSTRUCTION, INC., A TENNESSEE

executed this instrument for the purpose therein contained by signing as such President

Witnessed by me, this 22nd day of August, 2006.

Kimberley R. Schneck
NOTARY PUBLIC
STATE OF TENNESSEE
02-21-07
STATE OF TENNESSEE
COUNTY OF BRADLEY

Before me personally appeared Jerry W. Scheib of P & J CONSTRUCTION, INC., A TENNESSEE CORPORATION, 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 Sec. / Treasurer of P & J CONSTRUCTION, INC., A TENNESSEE CORPORATION and that as such sec. / treasurer being authorized to do so, executed this instrument for the purpose therein contained by signing as such sec. / treasurer

Witnessed by me, this 22nd day of August, 2006.

Kimberley R. Schneck
NOTARY PUBLIC
My Commission Expires: 02-21-07

KIMBERLEY R. SCHNECK
STATE OF TENNESSEE
NOTARY PUBLIC
BRADLEY COUNTY

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STATE OF TENNESSEE, BRADLEY COUNTY	
RECORDED	
INDEXED	
FILED	
DATE	08/22/06
TIME	09:40 AM
BY	
CLERK	
RECORDING FEE	0.00
SEARCHING FEE	0.00
INDEXING FEE	0.00
TOTAL FEE	0.00
RECORDED BY	
INDEXED BY	
TOTAL AMOUNT	0.00
STATE OF TENNESSEE, BRADLEY COUNTY	
LAWRENCE SWAFFORD	
CLERK OF COURSE	

Prepared By: J. Michasi Sharp, Attorney
175 Spring Street, NW
Cleveland, TN 37311

AMENDMENT TO RESTRICTIONS FOR COVENANT HILLS PHASE II

WHEREAS, the undersigned are the owners of those lots located in Covenant Hills Phase II Subdivision and as shown by Plat Book 22, Page 6 as recorded in the Register's Office of Bradley County, Tennessee (ROBCT) and;

WHEREAS, Covenant Hills Phase II is encumbered by certain restrictive covenants, the same being recorded in Book 1670, Page 769 in ROBCT and;

WHEREAS, the undersigned owners of the lots in Covenant Hills Phase II Subdivision being all of the lot owners of lots located in Covenant Hills Phase II Subdivision as shown by Plat Book 22, Page 6 now wish to change the covenants, in part, as set out herein and;

WHEREAS, this Amendment to the Restrictions of Covenant Hills Phase II Subdivision shall be and is intended to become a permanent part of the Covenant Hills Phase II Subdivision restrictions, which shall run with the land and be binding upon all those lots located in the Covenant Hills Phase II Subdivision and as shown by the Plat recorded in Plat Book 22, Page 6 in ROBCT.

NOW THEREFORE, for the purpose of amending said restrictions, the undersigned owners wish to amend and/or change the Covenant Hills Phase II Subdivision restrictions as recorded in Book 1670, Page 769 as follows:

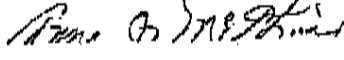
DWELLING SIZE. The minimum square footage of living area shall be exclusive of basements, porches, breezeways, terraces, garages and the like. The minimum square footage for a single level building shall be 2000 square feet, and for a one and one-half story dwelling the minimum square footage shall be 1800 square feet with a minimum of 1800 square feet on the ground floor, and for a two-story dwelling it shall have not less than a total of 2400 square feet with not less than 1800 square feet on the ground floor. Basements or any story under or partially underground shall not be computed in determining square footage. Split foyer buildings are not permitted. Split level houses shall be considered on a case by case basis and may be approved by the Committee under Paragraph 2 above. Garages shall be for a minimum of two cars. Garage doors visible from the street shall remain closed at all times except for cleaning and entering and leaving. It is clearly understood by all parties that these provisions (of this Article 7) as well as the entire set of restrictions are not mandatory for the Committee, but are to be used as a guide for the Committee except as otherwise prohibited. See Paragraph 2 above.

AND THESE RESTRICTIONS AS AMENDED AS WELL AS THE OTHER RESTRICTIONS RECORDED IN BOOK 1670, PAGE 769 THAT DO NOT IN ANY WAY CONFLICT WITH THIS AMENDMENT SHALL BE AND ARE IN FULL FORCE AND EFFECT AND SHALL BE BINDING UPON ALL LOTS LOCATED IN COVENANT HILLS PHASE II SUBDIVISION AS SHOWN BY PLAT BOOK 22, PAGE 6 IN ROBCT.

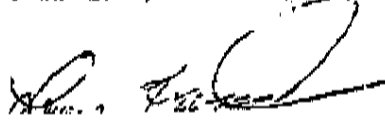
Lots 21-49, Covenant Hills Phase II

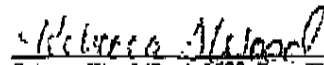

F & J Construction - By: James D. Blackwell
Title: President

(Book 1629, Page 781) - Owner of Lot: 21 and
Lots 23 through 42 and Lots 44 through 49,
Covenant Hills, Phase II


Owner - Lot 22, Covenant Hills, Phase II


Clarence Ronald McPhail (Book 1674, Page 427)
Owner - Lot 22, Covenant Hills, Phase II


Owner - Lot 43, Covenant Hills, Phase II


Rebecca Wood (Book 1678, Page 730)
Owner - Lot 43, Covenant Hills, Phase II

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STATE OF TENNESSEE, BRADLEY COUNTY	
CLERK OF THE COURT	
RECEIVED	
BOOK 1747 PAGE 149	
DATE: JUN 11 2008	
BY: JAMES D. BLACKWELL	
FOR: F & J CONSTRUCTION	
RECORDING FEE	
SEARCH FEE	
NOTARY FEE	
TOTAL	
\$11.00	
RAYMOND SWAFFORD	
NOTARY PUBLIC	

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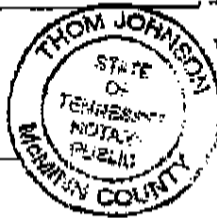
STATE OF TENNESSEE)
COUNTY OF BRADLEY)

Before me personally appeared Clarence Ronald McPhail and wife, Anna Jo McPhail, to me known to be the person(s) described herein (or proved to me on the basis of satisfactory evidence) and who executed the foregoing instrument, and acknowledged the execution of the same as his/ her/ their free act and deed.

WITNESSED by me this 29 day of September 2006.

[Signature]
NOTARY PUBLIC

My Commission Expires 2/23/10



STATE OF Nevada)
COUNTY OF Clark)

Before me personally appeared Lance Wood and wife, Rebecca Wood, to me known to be the person(s) described herein (or proved to me on the basis of satisfactory evidence) and who executed the foregoing instrument, and acknowledged the execution of the same as his/ her/ their free act and deed.

WITNESSED by me this 21st day of April ~~2006~~ ²⁰⁰⁷

[Signature]
NOTARY PUBLIC

My Commission Expires 6-1-08



STATE OF TENNESSEE)
COUNTY OF BRADLEY)

On this 29 day of September, 2006, before me personally appeared James D. Blackwell, 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 President of P & J Construction, Inc., the within named bargainer, and that as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of P & J Construction, Inc., as President.

[Signature]
NOTARY PUBLIC

My commission expires: 5-13-08

