

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Ridgefield
Developers, Inc., hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Sixth (6th)
Civil District, County of Knox, State of Tennessee, which is more particularly
described as:

TRACT I

BEGINNING at an Iron pin in the western right of way line of
Wakefield Road at a point South 19 deg. 46 min. East, 31.6
feet from the intersection of said right of way line with
the Western projection of the center line of Victoria Lane; +5400
thence from said point of beginning South 73 deg. 13 min. +5400
West, 335.16 feet to an Iron pin; thence North 10 deg. 36 min.
West, 88.12 feet to an Iron pin; thence North 20 deg. 59 min.
East, 27.76 feet to a point; thence North 27 deg. 07 min. 04-08-83
West, 70.22 feet to a point; thence North 36 deg. 11 min. ± 7.177
East, 101.90 feet to a point; thence North 71 deg. 20 min.
East, 227.12 feet to a point in the western right of way line
of Wakefield Road; thence with the western right of way line
of Wakefield Road South 19 deg. 46 min. East, 247.82 feet to
the point of BEGINNING; and containing 74,232 square feet,
more or less.

THIS TRACT is composed of individual lots 1 through 12, plus
"Common Area".

TRACT II (ALL "COMMON AREAS")

BEGINNING at an Iron pin in the western right of way line of
Wakefield Road at a point located 484.73 feet northerly
along said right of way line from its intersection with the
western projection of the center line of Victoria Lane;
thence from said point of beginning, South 69 deg. 27 min.
West, 66.41 feet to a point; thence North 45 deg. 01 min. West,
44.41 feet to a point; thence North 19 deg. 32 min. West,
92.17 feet to a point; thence North 64 deg. 59 min. East, 86
feet to an Iron pin; thence South 19 deg. 30 min. East, 139.31
feet to the point of BEGINNING; and containing 11,245 square
feet, more or less.

NOW THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
easements, restrictions, covenants, and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run with,
the real property and be binding on all parties having any right, title or

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interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Ridgefield Townhomes Owners Association, Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought with the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit A attached hereto.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Ridgefield Developers, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be executed as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1986

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Declarant, for each Lot owned 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 such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty dollars (\$30.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two thirds (2/3) of each class

of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment

shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same; or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event

said Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding

liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

STAGED DEVELOPMENT

Additional land within the area described in the attached Exhibit B to this Declaration may be annexed by the Declarant without the consent of members within five years of the date of this Instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. Other additional residential property and common area may be annexed to the properties with the consent of two thirds (2/3) of each class of members.

ARTICLE IX

INSURANCE

Section 1. Casualty and Liability Insurance on Insurable Common Area.
The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards, casualties and liabilities as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other

hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such forms as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwelling Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a Common Expense of the Association to be included in the regular Common Assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwelling Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Homeowners.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such lot Owner. In the event that the Association is maintaining blank casualty and fire insurance on the Dwelling Units, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain

whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

SECTION 4. CONSTRUCTION. All dwellings shall have a solid foundation of brick, concrete block, or stone and all buildings, whether frame or accessory shall conform in workmanship and materials to the standard building practice for the State of Tennessee, and shall be consistent with all construction in the subdivision, and shall meet with the minimum requirements of the Federal Housing Administration.

SECTION 5. PLANS. All builders constructing dwellings within said subdivision shall make every effort to abide by the preliminary drawings or sight plans previously approved by the Metropolitan Planning Commission for Knox County, Tennessee. If a great deviation from the preliminary plans is desired, it shall be the sole responsibility of the builder to secure such

"Use on Review" approval from the Metropolitan Planning Commission as required for the issuance of a building permit. All parking spaces in front of all dwelling units shall be paved with asphalt and/or concrete and all parking areas shall be curbed in conformity with the existing curbing on all existing streets within the subdivision. It shall also be the responsibility of all builders to install swales on all lot lines for the correct control of drainage within said subdivision. It shall be illegal for any person to deposit water onto an adjoining lot. It also shall be the responsibility of the builder to reseed and straw and insure that a good stand of grass is secured on all swales installed by the building which are disturbed by the builder during the construction stage.

SECTION 6. PROHIBITED USES.

A. No obnoxious 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.

B. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

C. No commercial activity shall be permitted to be carried on from any dwelling. No signs other than for sale or rent shall be permitted on the same property with an apartment dwelling.

D. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, and do not constitute a nuisance to the other owners or dwellers.

E. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary covered containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition.

F. No dwelling constructed on any lot in the subdivision may be occupied prior to its completion, which completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood.

SECTION 7. PARKING.

A. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two vehicle parking spaces for each dwelling.

B. At no time can any portion of a lot be used to store or park a wrecked or otherwise disabled vehicle of any nature for a period of more than two (2) days unless such vehicle is stored within an enclosed garage out of view of the adjoining property owners.

C. It is expressly prohibited to repair in any manner any type motor vehicle other than a minor turn-up which must be completed within twenty-four (24) hours on any lot or common area within said subdivision unless such repairs are performed within an enclosed garage out of view of the adjoining property owners.

SECTION 8. ADDITIONAL BUILDINGS. No dwelling shall be permitted to have on the lot with it any type of outside building to be used for storage, playhouse or otherwise, and no material, tools or any other such items of

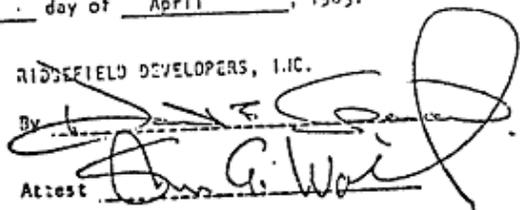
any nature shall be placed, stacked or otherwise stored or kept on any lot within said subdivision excepted within the enclosed dwelling unless approved by the subdivider. Such approval will not be unreasonably withheld if the builder designs the storage to follow the same or like construction of the dwelling unit and is not offensive to the project or located in such a manner to materially affect surrounding residences.

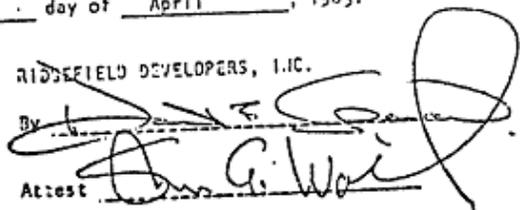
SECTION 9. OWNERS COVENANT. All lot owners in said subdivision bind themselves together with the subdivider and hereby covenant and agree to maintain their dwellings on the property in a clean, neat and repaired condition, including the landscape, etc. to insure a sound value of all lots and residences in said subdivision.

SECTION 10. - FHA/VA APPROVAL. As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed and its name to be signed hereto pursuant to authority of its Board of Directors this 7th day of April, 1983.

RIDGEFIELD DEVELOPERS, I.I.C.

By 

Attest 

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STATE OF TENNESSEE

COUNTY OF MCNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared David F. Spencer with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of RIDGEFIELD DEVELOPERS, INC. the within named bargainor, a corporation, and that he as such president being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

Witness my hand and seal at office this 7th day of April 1983.

My Commission expires:

3/25/85

H. Parker Dwyer
Notary Public



EXHIBIT A

PHASE I, COMMON AREA

BEING two tracts of land situate in District No. Six (6) of Knox County, and without the corporate limits of the City of Knoxville, Tennessee, and being more particularly bounded and described as follows:

TRACT 1

BEGINNING at an iron pin in the western right of way line of Wakefield Road at a point South 19 deg. 46 min. East 31.6 feet from the intersection of said right of way line with the western projection of the center line of Victoria Lane; thence from said point of beginning South 73 deg. 13 min. West, 335.16 feet to an iron pin; thence North 10 deg. 36 min. West, 88.12 feet to an iron pin; thence North 20 deg. 59 min. East, 27.76 feet to a point; thence North 27 deg. 07 min. West, 70.22 feet to a point; thence North 36 deg. 11 min. East, 101.90 feet to a point; thence North 71 deg. 20 min. East, 227.12 feet to a point in the western right of way line of Wakefield Road; thence with the western right of way line of Wakefield Road, South 19 deg. 46 min. East, 247.82 feet to the point of beginning and containing 74,232 square feet more or less. (Description includes common area and Lots 1 thru 12).

LESS AND EXCEPT:

LOTS 1 - 4

TO REACH THE POINT OF BEGINNING, commence at an iron pin in the western right of way of Wakefield Road at a point South 19 deg. 46 min. East, 31.6 feet from the intersection of said right of way line with the western projection of the center line of Victoria Lane; thence North 30 deg. 52 min. West, 83.13 feet to the Southeast corner of Lot 4 which is the POINT OF BEGINNING; thence from said point of beginning South 70 deg. 14 min. West, 70 feet to a point; thence North 19 deg. 46 min. West, 88.83 feet to a point; thence North 70 deg. 14 min. East, 70 feet to a point; thence South 19 deg. 46 min. East, 88.83 feet to the point of beginning, and containing 6,218 square feet, more or less.

LOTS 5 - 8

TO REACH THE POINT OF BEGINNING, commence at an iron pin in the western right of way line of Wakefield Road at a point South 19 deg. 46 min. East, 31.6 feet from the intersection of said right of way line with the western projection of the center line of Victoria Lane; thence North 30 deg. 52 min. West, 83.13 feet to a point; thence South 70 deg. 14 min. West, 70 feet to a point; thence North 76 deg. 05 min. West, 26.91 feet to the northeast corner of Lot 5 which is the point of BEGINNING; thence from said point of beginning South 19 deg. 46 min. East, 70 feet to a point; thence South 70 deg. 14 min. West, 88.83 feet to a point; thence North 19 deg. 46 min. West, 70 feet to a point; thence North 70 deg. 14 min. East, 70 feet to the point of BEGINNING, and containing 5,218 square feet, more or less.

LOTS 9 - 12

TO REACH THE POINT OF BEGINNING, commence at an iron pin in the western right of way line of Wakefield Road at a point South 19 deg. 46 min. East, 31.6 feet from the intersection of said right of way line with the westerly projection of the center line of Victoria Lane; thence South 73 deg. 13 min. West, 335.16 feet to an iron pin; thence North 10 deg. 36 min. West, 88.12 feet to an iron pin; thence North 85 deg. 9 min. East, 28.62 feet to the southwest corner of Lot 9 which is the point of beginning; thence from said point of beginning North 19 deg. 46 min. West, 88.83 feet to a point; thence North 70 deg. 14 min. East, 75 feet to a point; thence South 19 deg. 46 min. East, 88.83 feet to a point; thence South 70 deg. 14 min. West, 75 feet to the point of BEGINNING, and containing 6,662 square feet, more or less.

TRACT 11

BEGINNING at an iron pin in the western right of way line of Wakefield Road at a point located 484.73 feet northerly along said right of way line from its intersection with the western projection of the center line of Victoria Lane; thence from said point of beginning, South 69 deg. 27 min. West, 66.41 feet to a point; thence North 45 deg. 01 min. West, 44.41 feet to a point; thence North 19 deg. 32 min. West 92.17 feet to a point; thence North 64 deg. 59 min. East, 86 feet to an iron pin; thence South 19 deg. 30 min. East, 139.31 feet to the point of BEGINNING, and containing 11,245 square feet, more or less. (All common area)

TOGETHER WITH an easements for ingress and egress as shown on map of Ridgefield Townhomes, of record in Map Book 77-S, page 31, in the Register's Office for Knox County, Tennessee.

EXHIBIT "B"

SITUATE in the 6th Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being all of the property included on plat of Ridgefield Townhomes, as shown on map of record in Map Book 77-5, page 31, in the Register's Office for Knox County, Tennessee, and being more fully bounded and described as follows:

BEGINNING at an iron pin in the western right of way line of Wakefield Road at a point South 19 deg. 46 min. East, 31.6 feet from the intersection of said right of way line with the western projection of the center line of Victoria Lane; thence from said point of beginning South 73 deg. 13 min. West, 335.16 feet to an iron pin; thence North 10 deg. 36 min. West, 88.12 feet to an iron pin; thence South 61 deg. 10 min. West, 219.20 feet to an iron pin; thence North 10 deg. 39 min. West, 544.32 feet to an iron pin; thence North 64 deg. 22 min. East, 91.11 feet to an iron pin; thence North 64 deg. 29 min. East, 100.70 feet to an iron pin; thence North 64 deg. 29 min. East, 131.23 feet to an iron pin; thence North 64 deg. 59 min. East, 142.67 feet to an iron pin; thence South 19 deg. 30 min. East, 139.31 feet to an iron pin; thence South 5 deg. 46 min. West, 27.84 feet to an iron pin in the western right of way line of Wakefield Road; thence South 19 deg. 46 min. East, 488.49 feet to an iron pin, the point of BEGINNING; as shown by survey of Thomas Bulner, dated 11 August 1982 and revised 8 September 1982, bearing Drawing No. 81145-3.

LESS AND EXCEPT that property which is already subject to this Declaration as previously set forth and more particularly described as follows:

SITUATE in the Sixth Civil District of Knox County, Tennessee, and more fully bounded and described as follows:

TRACT 1:

BEGINNING at an iron pin in the western right of way line of Wakefield Road at a point South 19 deg. 46 min. East, 31.6 feet from the intersection of said right of way line with the western projection of the center line of Victoria Lane; thence from said point of beginning South 73 deg. 13 min. West, 335.16 feet to an iron pin; thence North 10 deg. 36 min. West, 88.12 feet to an iron pin; thence North 20 deg. 59 min. East, 27.76 feet to a point; thence North 27 deg. 07 min. West, 70.22 feet to a point; thence North 36 deg. 11 min. East, 101.90 feet to a point; thence North 71 deg. 20 min. East, 227.12 feet to a point in the western right of way line of Wakefield Road; thence with the western right of way line of Wakefield Road South 19 deg. 46 min. East, 247.82 feet to the point of BEGINNING; and containing 74,232 square feet, more or less.

THIS TRACT is composed of individual lots 1 through 12, plus "Common Area".

TRACT 11 (ALL "COMMON AREAS")

BEGINNING at an iron pin in the western right of way line of Wakefield Road at a point located 484.73 feet northerly along said right of way line from its intersection with the western projection of the center line of Victoria Lane; thence from said point of beginning, South 69 deg. 27 min. West, 66.41 feet to a point; thence North 45 deg. 01 min. West, 44.41 feet to a point; thence North 19 deg. 32 min. West, 92.17 feet to a point; thence North 64 deg. 59 min. East, 86 feet to an iron pin; thence South 19 deg. 30 min. East, 139.31 feet to the point of BEGINNING; and containing 11,245 square feet, more or less.