Prepared by J. Michael Sharp, Attorney Cleveland, Tennessee k

| RESTRICTIONS |) FOR A VALUABLE CONSIDERATION, the receipt of which is hereby |
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| OF KEYSTONE RIDGE SUBDIVISION, | acknowledged, I, PAUL WAYNE RAMSEY, unmarried, of Bradley County, Tennessee, being the owner of land known as Keystone Ridge SUBDIVISION, a Plat of which is recorded in Plat Book, page |
| have divided said propagate and h | erty into building lots and/or tracts, and in order to develop, protect and maintain igh standards of property values therein, for the benefit of all and benefit of all all and benefit of all all and benefit of all and benefit of all all and benefit of all all all all all all all all all al |
| to run with the land, whether | or not they be mentioned or referred to in subsequent conveniences of said law |
| special covenants and restrict | r, and all conveyances within said subdivision shall be accepted subject to said |
| attempted violation as fully a | as if incorporated into and made a part of each conveyance in detail. |

- I. <u>LAND USE</u>. All lots or tracts shall be used for residential purposes only. There shall be no business of any kind located upon any lot or tract, nor shall any business of any kind be operated out of any home. At no time shall any lot or tract be used in whole or part as a street or right of way or for any utility easement connecting from said street within the subdivision with any land outside the subdivision, EXCEPT WITH THE EXPRESS WRITTEN AND RECORDED APPROVAL OF THE DEVELOPER, HIS HEIRS OR ASSIGNS.
- 2. ARCHITECTURAL CONTROL. 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 Paul Wayne Ramsey or one or more persons designated by him, or by a property owners committee if such shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS OR TRACTS 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, etc., with regard to the building. The decision of Paul Wayne Ramsey or his successor in interest, or the committee if such shall have been appointed, shall be final. Where the conflict cannot be reconciled, Paul Wayne Ramsey or his successors in interest, shall, upon demand of the <u>original</u> purchaser, refund, without interest and without payment of any other expenses, the principal amount originally paid to Paul Wayne Ramsey for the lot or tract in conflict.
- 3. <u>BUILDING TYPE AND LOCATION</u>. 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 (i) residence shall be permitted upon any one lot or tract. An outbuilding may be erected or located to the rear of the main dwelling and not in front of any other home in the subdivision, and shall be 10 feet from any adjacent property line or set back from the property lines as set out on the recorded Plat, whichever is greater. Each dwelling shall have an attached garage or carport which shall be attached to the main dwelling itself.

All structures including garages and outbuildings shall be constructed of new materials, and unless of brick or rock or of some non-fading material, the same shall be painted and maintained in a good condition at all times, and all structures must be approved as noted in Paragraph 2 above.

There shall be no dwellings or buildings erected of stucco or of a geodetic dome design, or of any extremely unusual design without the express approval of the developer, his heirs and/or assigns. Any manmade stone material must be approved by the Developer or the Developer=s designee (said Developer=s designee shall be designated in writing) prior to the beginning of construction. The only type of manmade stone that may be approved shall be of the newer higher quality manmade stone currently on the market which has an equivalent cost roughly equivalent to brick and which is advertised in some publications as Acultured stone@. There shall be no vinyl siding used on the main exterior walls of any dwelling located within the subdivision. However, vinyl can be used on the comice and high quality vinyl shake products and trim accessories may be allowed with the written approval of the developer. Hardy plank siding and/or a similarly priced and quality siding is recommended. All roofs on all buildings shall be covered with a minimum of asphalt shingles of high quality and shall preferably be a laminated tab shingle and/ or other similar high quality shingle. All asphalt shingled roofs shall be of a quality material determined to be of a minimum of 25-year duration. Under any and all circumstances on any lots or tracts in Keystone Subdivision, all roof and/or roofing materials must be approved by the Subdivision developer. All roofs shall contain a minimum pitch ratio of 7 to 12 unless otherwise approved, in writing, by the developer, his heirs and/ or assigns. All foundations on all buildings, including but not limited to garages and outbuildings, shall be of brick or mountain stone unless otherwise approved by the developer, his heirs and/or assigns. There shall be no metal, wire, or chain link fencing in front of any dwellings (either along the side or front boundaries) and all fences shall be of new materials and kept in a good condition at all times.

Dwellings shall be set back from the street as set out on the recorded Plat.

4. <u>CONSTRUCTION COMPLETION AND DRAINAGE</u>. 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. Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur. 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.

For storm drainage, erosion, and sediment control, after purchase of the Lot of the new owner is responsible before, during, and after construction, for any increase in storm water, erosion, silt, mud, debris, or other similar items. The owner of each Lot shall install and/ or maintain adequate erosion and sediment control measures, such as but not limited to, silt fence, geotexture fabrics, etc., and promptly correct any violation of this requirement (such as mud on the public roads). The new owner agrees that neither the original Developer nor the local government shall be responsible for correcting any drainage or erosion problems after the purchase of said Lot. The new owner acknowledges that the original Developer has had a storm water plan approved for the subdivision and agrees that all actions by the new owner will be consistent with said storm water plan. The new owner shall assume responsibility for such storm water drainage, erosion, and sediment control related to the new owner's action or agents of new owner and shall hold harmless the Developer with respect to each.

The house location as well as the septic system location and 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 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 of Bradley County, Tennessee, which ever is first in time shall be evidence of completion.

- 5. <u>WATER.</u> No individual water supply system is permitted. However, individual systems may be installed for ponds, pools and the like. Such systems shall not be used for potable water.
- 6. GARBAGE AND REFUSE DISPOSAL; UTILITY METERS. No lot shall be used or maintained as dumping ground for rubbish. Trash, Garbage, or other waste shall not be kept except in sanitary containers. 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. All owners or occupants shall subscribe to a garbage pick-up service.
- 7. HOLIDAY DECORATION. All holiday decorations used upon any Lot within the Subdivision shall be removed no later than thirty (30) days after said Holiday.
- 8. <u>ON STREET PARKING.</u> There shall be no "on street" parking by anyone in said Subdivision on a regular basis.
- 9. <u>PROPANE TANKS</u>. There shall be no above-ground propane tanks and/or fuel tanks of any other type. All such tanks shall be underground and shall be serviceable from a driveway and said tanks shall be away from the street. Any deviation from these conditions shall be waived only by the Committee in Paragraph 2 above, if at all. However, this does not preclude the use of propane grills for barbeque grills, etc.
- 10. <u>CLOTHES LINE</u>. There shall be no outdoor clothes line of any type upon any Lot within said Subdivision.
- 11. <u>AIR CONDITIONING.</u> No window air unit air conditioners are allowed. Zone units such as by motels are allowed provided consent is given by the Committee under Paragraph 2, and further provided that no such zone unit shall be visible from the street. 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.
- 12. <u>DRIVEWAYS DURING CONSTRUCTION</u>. Before any construction is begun, a temporary driveway with at least crusher-run stone thereon shall be installed and said drive 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 or gravel driveways will be permitted and maintained after construction is complete. Said driveway shall be concreted within ninety (90) days after initial occupancy of the dwelling, or within ninety (90) days from the date of the filing of the notice of completion, whichever is first to occur. However, all parties understand and agree that the Developer's adjoining property shall have either asphalt or concrete driveways, at the discretion of the Developer, said decision to be made at a later date. Asphalt drives for Lots #6 and #7 will be allowed with the written permission of the Developer. Furthermore, the Developer reserves the right to approve either asphalt or concrete driveways for other lots on a case by case basis and in the Developer's sole discretion. However, said approval must be in writing.

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in existence. Therefore, the current driveway that is already in existence prior to the recording of this restriction document shall be and is allowed to remain as is and its current condition. Therefore, this restriction as to the driveway shall not apply as to Lot #33.

13. <u>SUBDIVISION OF LOTS OR TRACTS</u>. No lot or tract may be subdivided by anyone other than the original developer who shall have the authority to re-subdivide any lot or tract, but in no event shall the re-subdivision of any lot or tract contain less than one-third (1/3) of an acre of land. However, this does not preclude the addition of a portion of a lot to another lot. Furthermore, this provision does not preclude the building upon two or more lots, in which case said lots shall be considered one lot for this provision. No lot or tract shall be divided for the purpose of creating a new or separate lot for building purposes except if said re-subdivision or division is done by the original developer or the developer—s heirs; each division, except as made by the subdivision developer, shall be for the purpose of adding to an adjacent tract of land.

14. **DWELLING SIZE**.

A. The minimum square footage of living area of each single level dwelling, exclusive of basements, porches, breezeways, terraces, garages, carports, etc., shall be 2,000 square feet. For any one and one-half and two-story dwellings, the minimum square footage of living area of said one and one-half and/or two-story dwellings, exclusive of basements, porches, breezeways, terraces, garages, carports, etc., shall be 2,200 square feet of heated space, with 1800 square feet of heated space on the first floor.

- B. The square footage of any split-level or other non-designated dwellings shall be as the subdivision developer shall approve in accordance with Paragraph 2 of these restrictions above set out. Any dwelling located within said subdivision shall have a two-car attached garage unless otherwise approved in writing by the developer of his designee. Garages with openings concealed from the street shall be desired; however Paul Wayne Ramsey or the committee, or his designee under Paragraph 2 above, or his heirs or assigns, may permit different locations. Under no circumstances shall there be any dwelling erected for the purpose of housing servants or a guest quarters, i.e., there shall be no servants quarters or guest quarters located on any lot or tract. The decisions of Paul Wayne Ramsey, his successor in interest, or the committee, as applicable, and as set forth in Paragraph 2 above, shall use the conditions in this paragraph as a guide. It is clearly understood that these provisions are not mandatory under the architectural control provisions.
- 15. 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 the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. However, all parties understand and agree that the subdivision sign shall be located upon Lot # 42 in said subdivision. Said subdivision sign shall be maintained by the Homeowner=s association and/ or by the individual homeowners/ lot owners in the subdivision in the event a homeowner=s association is not formed. The subdivision developer and/ or the homeowner=s association retain an easement to keep the subdivision sign upon lot #42 in its original location and retain an easement over and across that portion of Lot # 42 to get to the subdivision sign for the purpose of maintaining and landscaping the immediate area around the sign. Said sign easement area shall be fronting on Dry Valley Road by _ feet fronting on Keystone Drive. This sign easement area shall also be for the purpose of landscaping and maintaining the landscaping and any watering or irrigation system for said sign easement area and/ or landscape area around the sign. Furthermore, all parties understand and agree that there shall be a landscape easement running with and along and parallel to Dry Valley Road over and across the area of Lot # 1 and Lot # 42 that the Developer is landscaping for the front entrance area to the subdivision. Said area shall include trees and other plants and after planted by the Developer, said landscape area shall be maintained by the Homeowner's Association. Said Homeowner's Association shall be responsible for the upkeep and maintenance of said landscaped area and shall be responsible to keep said landscaped area in a neat and clean and well kept condition at all times. Therefore, the homeowner's association shall have the right to go upon Lot # 42 and/ or Lot # 1 from Dry Valley Road over and onto a landscaped area for the purpose of maintaining and keeping the landscaped area only. Furthermore, in the event the Developer places a decorative fence along Dry Valley Road and upon Lot # 42 and/ or Lot # 1, said decorative fence shall be allowed to remain in the place originally placed by the subdivision developer and shall also be maintained and kept by the homeowner's association. All parties understand and agree that the individual homeowners/ lot owners in the subdivision shall be responsible for the maintenance and upkeep of this landscaped area and decorative fence in the event a homeowner's association is not formed. It is emphasized that the homeowner's association and/ or the homeowner/ lot owner shall enter Lot # 1 and/ or Lot #42 from Dry Valley Road for the purpose of maintaining the landscaped area and the decorative fence. It is further emphasized that there shall be no other disturbance upon Lot #42 or Lot #1 by the homeowner's association and/ or the individual homeowners other than to maintain the landscaped area and/ or decorative fence and/ or to maintain the sign and landscaping area around the sign. The landscaped area may also include an irrigation system, which shall be the responsibility of the homeowner's association and/ or the individual homeowners/ lot owners to maintain and pay for.

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any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, etc., be permitted upon any lot.

- 17. WATER SUPPLY SYSTEM. No individual water supply system shall be permitted on any lot, unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of both State and local health authorities, and approved by the subdivision developer, his heirs and/or assigns. Approval of such system as installed shall be obtained from such authority as well as the developer of the subdivision, and/or his heirs and assigns.
- 18. <u>SWIMMING POOLS</u>. No above ground swimming pools shall be permitted. Any pool constructed shall be fully covered on all sides so that it is only exposed at the top and must be located to the rear of the house or suitably fenced to blend with the with the house as approved by the architectural control committee and/or the subdivision developer, his heirs or assigns. The swimming pool shall conform to the side yard setback requirements as set out in these restrictions unless all abutting landowners waive, in writing, this requirement.
- 19. 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/or the streets that are damaged by himself, his builders, agents or servants.
- 20. LOT CONSTRUCTION SITE. It is the lot owner's responsibility to maintain the lot construction site in a neat and habitable manner. Specifically, that under no circumstances shall any owner/builder dump pieces of unused sheet rock, insulation, or any other building materials onto the lot. The lot owner also specifically agrees to return any adjoining lot to its original condition in the event any adjoining lot is affected by construction on a specific lot. All parties understand and agree that the individual lot owner shall be and are responsible for maintaining their lot at all times during construction and otherwise in such a way so as not to violate any local, state and/ or federal subdivision regulations and/ or requirements. Specifically, the lot owner understands and agrees that he or she are and shall be responsible for any and all water run off and storm water run off from their individual lot before, during and after construction. Individual lot owner understands and agrees that he or she shall maintain the lot pursuant to the regulations and/ or requirements of all local, state and/ or federal authorities regarding storm water run off and/ or drainage and shall further be responsible for the payment of any assessments and/ or fines related to or because of any activity that occurs on the individual lot owner=s lot and/ or that occurs because of any activity that occurs at any time in the future on the lot.
- 21. <u>SPECIAL RADIO EQUIPMENT</u>. 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.
- 22. <u>WINDOWS</u>. All dwellings constructed in this subdivision shall have wood-framed, double-paned insulated windows and/or be of top quality, and shall be approved in all cases by the subdivision developer and/or his heirs or assigns. However, this shall not preclude the use of a vinyl clad window such as an Andersen window or Peachtree window or other similar high quality vinyl clad window. Windows of a quality similar to Anderson, Pella, Marvin, Peach Tree or other similar high quality windows are preferred.
- 23. <u>UTILITY AND DRAINAGE EASEMENTS</u>. There shall be imposed upon all interior lot or tract lines a utility and drainage easement of five (5) feet, and ten (10) feet on all lot or tract lines abutting the land adjacent to the subdivision; there is also imposed upon the tracts a fifteen (15) foot utility easement along thee street lines unless a greater drainage and/or utility easement is set out on the recorded Plat in which case the greater drainage and/or utility easement will apply.
- 24. TEMPORARY STRUCTURE OR MOBILE HOMES. No mobile homes, double wides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto any lot or tract within said development. Specifically prohibited is the partial construction such as a basement of a house and moving prior to the full completion of said house. Such structure shall be considered temporary and prohibited.
- 25. <u>ANIMALS</u>. Except as otherwise set out herein, no animals, livestock or poultry of any kind, or swine of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. The animals contemplated in this paragraph shall be limited to no more than four upon any one lot.
- 26. <u>SEPTIC TANKS</u>. All dwelling houses shall be connected to a properly installed and approved septic tank and septic system that is approved by the local and/ or state boards of health and in accordance with the requirements of the local and state boards of health.

anything be done thereon which may be or may become an annoyance to the neighborhood. The having or allowing of trailers, junk, such as stoves, 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 for ninety (90) days after occupancy of a dwelling of all building material, such as block, bricks, lumber, etc., from street view shall be a nuisance, per se. Also, any dwelling which has been destroyed or damaged to any degree which is externally visible shall be repaired or removed within six (6) months from such destruction or damage: the failure to do so shall be a nuisance, per se. Except as otherwise noted herein, satellite dishes or visible antennas of any kind are prohibited. Installation of or allowing of these satellite dishes or antennas upon the realty shall be considered a nuisance per se. However, each lot or tract shall be permitted to have one (1) of the new small direct dish satellites not to exceed approximately eighteen (18) inches in diameter. Said small satellite dish shall not be permitted to be located to the front of any dwelling unit. The Developer, his heirs and/or assigns, has sole authority to approve or disapprove of any satellite dish and the location thereon. The Developer reserves the right to remove dangerous or dead trees, briars, weeds, vines, etc., from any vacant lot so long as it is vacant with the cost to be assessed to the lot owner.

28. 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 a three (3) day time limit in any driveway in front of a structure or in the front yard of, or to the side of, any dwelling, nor or any vacant lot so as to be exposed to the street. Such vehicle or trailer shall be parked in a garage, basement or to the rear of any residence so as to be out of the normal view from any street within the Subdivision.

- 29. STREET DEDICATION. All streets shown on the Plat are hereby dedicated to the public use.
- 30. <u>SUBDIVISION MAINTENANCE</u>. To maintain the beauty and property values, each lot or tract owner shall be responsible for keeping his entire and area in a neat and attractive condition by mowing, trimming, etc. Developer's responsibility other than as landowner, shall terminate upon the "final approval" of the appropriate Planning Commission, as to the subdivision proper.
- 31. <u>TERM</u>. The covenants herein shall be binding upon all parties and all persons claiming under them until I January 2026, 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 lots or tracts within said development it is agreed to change such covenants in whole or in part. For the purpose of voting, each lot or tract as originally sold by developers, shall have one vote.
- 32. <u>INVALIDATION</u>. The invalidation of any of these covenants or any word, phrase, or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.
- 33. ENFORCEMENT. In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or tracts or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damage; and shall also be liable for such other and additional damage as may accrue. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions.
- 34. Homeowner=s association. After a majority of the lots located within said subdivision have been sold or within 5 years from the date of these original restrictions, whichever is first to occur, the individual lot owners shall form and become a part of a homeowner=s association. Each individual lot owner shall be responsible to pay a homeowner=s association fee, which shall be set at a reasonable amount by the homeowner=s association at their annual meeting. The homeowner=s association shall be responsible for maintaining any and all common areas as well as the subdivision sign and landscaping around the subdivision sign. The homeowner=s association may also be responsible to pay for any subdivision lighting located in any subdivision. Failure to pay the annual homeowner=s association fee shall cause the lot owner to be in violation of these restrictions and in the event it becomes necessary to file suit for collection of the homeowner=s association fee, the individual lot owner guilty of not paying said fee shall be responsible to pay all court costs and attorney=s fees for the homeowner=s association as well as all filing fees and/ or other fees associated with having filed suit for the forced collection of these homeowner=s association fees.

ELEMENTS LOCATED WITHIN THE SUBDIVISION SUCH AS THE SIGN, SIGN LANDSCAPING AND/ OR IRRIGATION SYSTEM SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS AS A COLLECTIVE GROUP. ALL LOT OWNERS UNDERSTAND AND AGREE THAT THEY SHALL SHARE PROPORTIONATELY BASED UPON THE NUMBER OF LOTS THAT THEY OWN IN ANY PAYMENT FOR THE MAINTENANCE AND UPKEEP OF THE SIGN, SIGN LANDSCAPING AND/ OR THE SIGN IRRIGATION SYSTEM SHOULD ONE BE INSTALLED. THE PARTIES UNDERSTAND AND AGREE THAT THE DEVELOPER OR A SUBDIVISION HOMEOWNERS COMMITTEE SHALL HAVE THE RIGHT TO ASSESS AND/OR COLLECT ON AN ANNUAL BASIS A REASONABLE FEE FROM EACH INDIVIDUAL LOT OWNER FOR THE MAINTENANCE OF THE SIGN, STREET LIGHTS AND/ OR ANY OTHER COMMON ELEMENTS LOCATED WITHIN THE SUBDIVISION. THE FIRST ANNUAL ASSESSMENTS SHALL BEGIN January 1, 2008 AND SHALL BE INITIALLY SET BY THE DEVELOPER. SAID INITIAL ASSESSMENT AMOUNT SHALL NOT EXCEED \$100.00.

THESE RESTRICTIONS SHALL BE BINDING UPON THE LOTS AND TRACTS SHOWN ON THE AFOREMENTIONED PLAT. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND(S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER DEVELOPER OF KEYSTONE SUBDIVISION.

| WITNESS OUR SIGNATI | URES THIS | DAY OF | , 2007. |
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| | | | PAUL WAYNE RAMSEY |
| STATE OF TENNESSEE COUNTY OF BRADLEY Before me personally appea in (or proved to me on the band acknowledged the execu | esis of satisfactory | evidence) and who exe | nown to be the person (s) described cuted the foregoing instrument, |
| Witnessed by me this | day of | , 2007. | |
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| | | | NOTARY PUBLIC |
| | | | MY COMMISSION EXPIRES: |