

EXHIBIT A

LAND

The land referred to in this Commitment is described as follows:

SITUATED In District No. 6 (formerly 11) of Knox County, Tennessee, and partly within the 51st Ward of the City of Knoxville, Tennessee, and being known and designated as the "Final Plat of Rocky Hill Land Partners, LLC, Property" located on Northshore Drive, as shown on the plat recorded as Instrument No. 201003100057548, in the Knox County Register's Office, to which plat specific reference is hereby made for a more particular description.

BEING the same property conveyed to Rocky Hill Land Partners, LLC, a Tennessee limited liability company, by Warranty Deed dated as of July 27, 2005, from Susan Annette Lynch Banner, being one and the same person as Susan L, Banner; Kathryn Lynch Simmons; Kathryn S. Pappy; William A. Simmons and James A. Simmons, and recorded as Instrument No. 200507280008656, in the Knox County Register's Office; and BEING the same property conveyed to Rocky Hill Land Partners, LLC, a Tennessee limited liability company, by Warranty Deed dated as of July 27, 2005, from Esta M. Ogle and Sybil Doris Edwards, and recorded as Instrument No. 200507280008655, in the Knox County Register's Office.



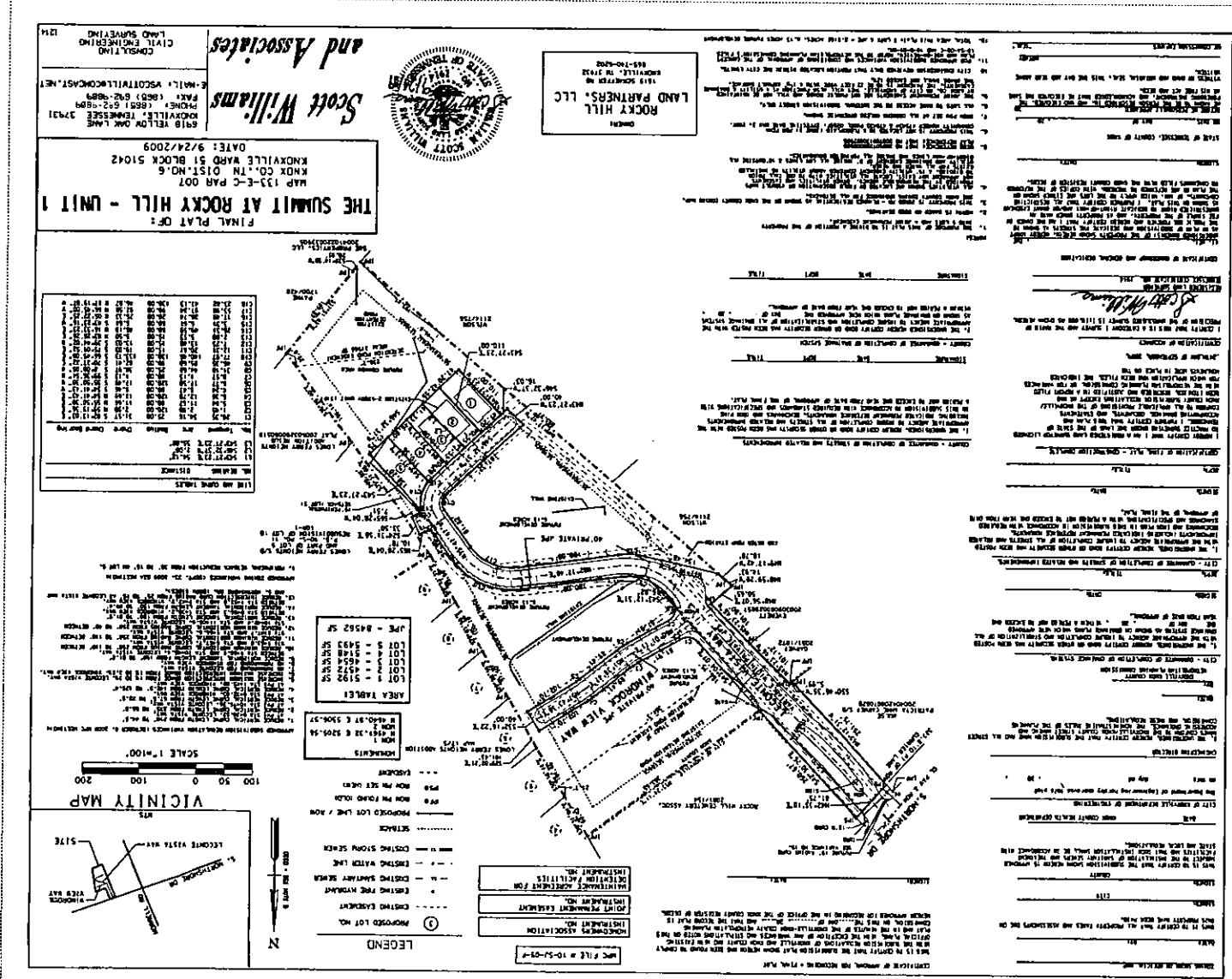


EXHIBIT C

**CHARTER
OF
THE SUMMIT AT ROCKY HILL OWNERS ASSOCIATION, INC.**

Pursuant to Section 48-52-102 of the Tennessee Nonprofit Corporation Act, the undersigned incorporator adopts the following, being qualified so to act:

1. The name of the Corporation is The Summit at Rocky Hill Owners Association, Inc.
2. The Corporation is a mutual benefit corporation.
3. The address of the Corporation's initial registered office, located in Knox County, Tennessee shall be 1619 Schaeffer Road, Suite 100, Knoxville, Tennessee 37932, and the Corporation's initial registered agent at that office is Wolfgang K. Nelson.
4. The name of the incorporator is R. Culver Schmid, and his address is Long, Ragsdale & Waters, P.C., 1111 Northshore Drive, Suite S-700, Knoxville, Tennessee 37919.
5. The address of the initial principal office of the Corporation shall be 1619 Schaeffer Road, Suite 100, Knoxville, Tennessee 37932.
6. The Corporation is not for profit.
7. The Corporation shall have members. Members shall be owners of units in the residential townhouses project known as "The Summit at Rocky Hill" (the "Project") and shall be admitted to membership in accordance with the criteria and procedures established in the Bylaws of the Corporation, and no other person or legal entity shall be entitled to membership.
8. Upon the dissolution of the Corporation;
 - (a) all liabilities and obligations of the Corporation shall be paid and discharged, or adequate provision shall be made therefor;
 - (b) assets held by the Corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of dissolution, shall be returned, transferred, or conveyed in accordance with such requirements; and
 - (c) all remaining assets of the Corporation shall be disposed of exclusively for the nonprofit purposes of the Corporation.
9. The purpose for which the Corporation is organized is to operate and manage the Project for the use and benefit of the owners of units in the Project, as the agent of such owners. A Declaration of Covenants, Conditions and Restrictions for the Project has been or will be recorded in the Office of the Register of Deeds for Knox County, Tennessee (the "Declaration").



10. The Corporation shall continue to exist as long as the Project shall be in existence unless sooner dissolved or terminated.

11. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, its directors, officers, or members, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth hereinabove.

12. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, including the publishing or distribution of statements, any political campaign on behalf of any candidate for public office.

13. The Corporation shall be empowered to operate and manage the Project and other facilities for the use and benefit of the owners of the Units, as defined in the Declaration in the Project, as the agent of such owners.

14. The Corporation shall be authorized to exercise and enjoy all of the powers, rights, and privileges granted to or conferred upon corporations of a similar character by the provisions of Section 48-51-101, et seq., Tennessee Code Annotated, entitled "Tennessee Nonprofit Corporation Act" now or hereafter in force, and to do any and all things necessary to carry out its operations as a natural person might or could do.

15. All funds and the titles of all interests in properties acquired by this Corporation, whether fee simple or leasehold in nature, and the proceeds thereof shall be held in trust for the owners of the Units in the Project in accordance with the provisions of the Declaration and its supporting documents.

16. All of the powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration together with its supporting documents, which govern the use of the Project to be operated and administered by the Corporation.

17. The incorporators, members, and directors of the Corporation shall have the right to take any action required or permitted by vote without a meeting by written consent pursuant to the provisions of Tennessee Code Annotated Sections 48-57-104 and 48-58-202.

18. The interest, if any, of any member in any real property of the Corporation or in the funds and assets of the Corporation cannot be conveyed, assigned, mortgaged, hypothecated, or transferred in any manner, except as an appurtenance to a Unit in the Project.

19. Voting by the members of the Corporation in the affairs of the Corporation shall be as provided in the Declaration; provided, however, that until the Developer, as defined in the Declaration and its supporting documents, has sold a specified percentage of the units in all phases of the Project, the Developer shall retain and reserve certain special voting rights as provided in the Declaration and the bylaws of the Corporation.



20. The provisions of this Charter may be amended, altered, or repealed from time to time in accordance with the provisions of the Declaration and the bylaws of the Corporation and in the manner prescribed by the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated Sections 48-51-101, et seq., and any additional provisions so authorized may be added hereto; provided that the provisions of this Charter shall not be changed, modified, repealed, or expanded in such a manner as to be inconsistent with the purposes for which the Corporation is formed.

In Witness Whereof, this Charter is executed this _____ day of _____, 2010.

R. Culver Schmid, Incorporator



EXHIBIT D

BYLAWS OF
THE SUMMIT AT ROCKY HILL OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is **THE SUMMIT AT ROCKY HILL OWNERS ASSOCIATION, INC.**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 1619 Schaeffer Road, Suite 100, Knoxville, Tennessee 37932, but meetings of members and directors may be held at such places within the State of Tennessee, County of Knox, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Summit at Rocky Hill Owners Association, Inc. and its successors and assigns.

Section 2. "Property or Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be added to the Project.

Section 3. "Unit" shall have the meaning given it in the Declaration.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 5. "Developer" shall mean and refer to Rocky Hill Land Partners, LLC, a Tennessee limited liability company, and its successors and assigns.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded, or to be recorded, in the Office of the Register of Deeds of Knox County, Tennessee.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 8. "Project" shall mean the residential townhouses located on the Property known as "The Summit at Rocky Hill".

Section 9. "Terms". Other terms used herein but not defined shall have the meanings given them in the Declaration.



ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board not less than three (3) nor more than seven (7) directors.

Section 2. Term of Office. At the first annual meeting the Members shall elect one director for a term of one (1) year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the Members shall elect directors for terms of three years, in sufficient numbers to fill the vacancies caused by expiration of directors' terms.



Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association holding the right to vote as described in the Declaration. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members only, except that non-Members may be nominated to the extent that the number of Members who shall have accepted nomination shall be insufficient to fill all the vacant seats on the Board of Directors.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Developer Control. Notwithstanding anything to the contrary contained herein, the Developer shall select the Board of Directors during the Developer Control Period, as described in the Declaration.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that



meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any four directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Project, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) Supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:



(1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the common areas of the Project to be maintained.

(h) cause the exterior of the dwellings to be maintained.

Section 3. Insurance. The Board of Directors shall obtain appropriate insurance covering the potential liabilities of the Board of Directors and its directors.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.



Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the president in the event of his absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.



Section 9. Insurance. The Board of Directors shall provide appropriate insurance covering the potential liabilities of the officers of the Association.

ARTICLE IX

COMMITTEES

The Association may appoint an Architectural Control Committee, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by applicable law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner, except the Developer, may waive or otherwise escape liability for the assessments provided for herein by nonuse of the General Common Elements or abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in circular form.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.



IN WITNESS WHEREOF, we, being all of the directors of The Summit at Rocky Hill Owners Association, Inc. have hereunto set our hands this _____ day of _____, 20____.

Name: _____

Name: _____

Name: _____



CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and Acting Secretary of The Summit at Rocky Hill Owners Association, Inc., a Tennessee nonprofit corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association as duly adopted by the Board of Directors on the _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and this _____ day of _____, 20__.

Secretary:



EXHIBIT E

SHARE OF COMMON EXPENSES

Except as otherwise stated herein, each Unit shall share in a percentage of all rights, obligations and expenses in a ratio equal to (i) the square footage of such Unit divided by (ii) the aggregate square footage of all Units contained in the Project.



EXHIBIT F-1

SINGLE BUILDING UNIT PLANS

[ATTACHED 11 PAGES]

