Prepared By:

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 11 day of June, 1974, by NASHBORO VILLAGE ASSOCIATES, a Tennessee General Partnership and Joint Venture, hereinafter called "Developer",

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W I T N E S S E T H:

WHEREAS, Developer is the owner of a real estate development consisting of approximately 375 acres of land lying and being in the 2nd Civil District of Davidson County, Tennessee, described in Exhibit "A", attached hereto and incorporated herein by reference, and commonly referred to as NASHBORO VILLAGE; and

WHEREAS, within said real estate development there are numerous separate parcels of real property, not necessarily contiguous, developed or being developed, for different uses; and

WHEREAS, the primary means of ingress and egress to the separate parcels are dedicated, public rights-of-way known as Nashboro Boulevard, Long Hunter Court and Flintlock Court; and

WHEREAS, because said primary ingress and egress is common to all of the separate parcels, there exists among the separate parcels a community of interest in (i) the supplemental maintenance, repair and replacement of said dedicated public rights-of-way as to landscaping, mowing, lighting and general beautification, and (ii) a common security force for the surveillance and protection of the persons and property in the separate parcels; and

WHEREAS, in order to make provision for the realization of the aforementioned objects of community of

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interest, Developer has deemed it desirable (i) to subject the parcels of real property described in Exhibit "B", together with such other parcels as may hereafter be made subject hereto (as provided in Article 2 hereof), to the covenants, restrictions, charges and liens, hereinafter set forth, each and all of which are for the benefit of the Properties (as herein defined) and each owner of any part thereof; and (ii) to create an entity to which should be assigned the necessary powers, duties and responsibilities of enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, in creation of the aforesaid entity, Developer has caused or is about to cause to be incorporated, under the laws of the State of Tennessee, the Nashboro Village Homeowners Association, a non-profit corporation organized under the laws of the State of Tennessee;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "B", and such additions thereto as may hereafter be made pursuant to Article 2 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE 1

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1.01 N.V.H.A. shall mean and refer to NASHBORO VILLAGE HOMEOWNERS ASSOCIATION.

Section 1.02 Properties shall mean and refer to

the parcels described in Exhibit "B", and such additional parcels, as are made subject to this Declaration or any Supplemental Declaration under the provisions of Article 2, hereof.

Section 1.03 Unit shall mean and refer to any portion of a building situated upon the Properties designated and intended for use and occupancy as a residence by a single family (which may include rental Units and/or Units so designated under the Horizontal Property Act of the State of Tennessee) or single family homes separately owned, or each 2,000-foot increment of net rentable commercial floor space.

Section 1.04 Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated upon the Properties but, not withstanding any applicable theory of the mortgage, shall not mean or refer to any person or entity who holds such interest merely as a security for the performance of an obligation, including a mortgagee, unless and until such person has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 1.05 Member shall mean and refer to all those Owners who are members of the N.V.H.A. as provided in Section 3.01, hereof.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 2.01 Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 2.02 Additions to Existing Property. The Developer, its heirs and assigns, shall have the right to bring within the scheme of this Declaration additional parcels in the development known as Nashboro Village in accordance with a General Plan of Development for Nashboro Village prepared prior to the sale of any Unit and made known to every purchaser prior to such sale. Such General Plan of Development shall be

substantially in accordance with the final development plan approved under the zoning procedures of the Metropolitan Government of Nashville and Davidson County, Tennessee, during the period from May 11, 1972 to December 31, 1973, provided that such General Plan of Development shall not bind the Developer, its heirs and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon. The additions authorized under this and the succeeding subsection, shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS IN THE N.V.H.A.

Section 3.01. Membership. Every Owner subject by covenants of record to assessment by the N.V.H.A., shall be a member of the N.V.H.A.

Section 3.02. Voting Rights. The Members of the N.V.H.A. shall not be entitled to vote until its first annual meeting which shall be held within thirty (30) days after January 1, 1977, or at the option of the Developer, whichever shall first occur on the call of the President. Thereafter, the N.V.H.A. shall have one class of voting membership. Voting members shall thereafter be all those Owners as defined in Section 3.01. Except as hereinafter provided in this Section, Members shall be entitled to one vote for each Unit in which he holds an interest required for membership by Section 3.01. When more than one person holds such interest or interests in any Unit, all such

persons shall be Members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Section 3.03 Voting Issues. Unless specifically stated to the contrary herein, the issues to be decided by a vote of the membership shall be only those issues specifically authorized herein or in the By-Laws of the N.V.H.A. The Board of Directors shall be elected as provided in said By-Laws and not by a direct vote of the membership.

ARTICLE 4

COVENANT FOR ASSESSMENTS

Section 4.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner, of any Unit, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the N.V.H.A. annual assessments or charges as provided herein; provided, however, Units owned by Developer and held for sale in the ordinary course of business shall be exempt until they are sold, leased or rented. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made until paid. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 4.02 Purpose of Assessments. The assessments and fees levied by the N.V.H.A. shall be used exclusively for the purpose of promoting and protecting the safety, welfare and property values of the residents and Owners of the Properties, and in particular the realization of the aforementioned objects of community interest. No assessments or fees hereunder shall be used for capital improvements or

expenditures unless approved by two-thirds of the votes authorized in Section 3.02 hereof. Nothing hereunder shall permit the Developer through its initial control of the N.V.H.A. to assess the Members for capital improvements to be constructed by it pursuant to the General Plan of Development.

Section 4.03 Annual Budget. After consideration of current costs and future needs, the Board of Directors shall establish an annual budget. The Owners of the Golf Course and Clubhouse, Tennis Center and Day Care Center included within the General Plan of Development and/or their successors-in-interest shall contribute ten (10%) percent of said budget as follows:

Golf Course and Clubhouse	4.0%
Tennis Center	5.0%
Day Care Center	1.0%

In order to provide the balance of the monies required for said budget, the Board of Directors shall levy assessments equally against the Units in proportion to the total number of Units subject to this Declaration and against any additional Units brought within this Declaration by Supplemental Declarations. The total assessments shall equal ninety (90%) percent of the proposed budget. The levy shall be in accordance with Section 4.04 hereunder. The obligations of the Owners of the Golf Course, Tennis Center and Day Care Center are contractual, but in no event are they to be subject to equitable enforcement by levy and/or lien as provided in Section 4.06.

Section 4.04 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the N.V.H.A. to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable

on the first day of March of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4.03 herein as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Properties not subject to assessment at a time other than the beginning of any assessment period.

Section 4.05 Duties of the Board of Directors. At least thirty (30) days in advance of the assessment date or period, the Board of Directors of the N.V.H.A. shall prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the N.V.H.A. and shall be open to inspection by any Owner, and shall at that time fix the amount of the assessment in accordance with this Declaration against each Unit for each assessment period, and written notice of the assessment shall thereupon be sent to every Owner subject thereto. The N.V.H.A. shall upon demand at any time furnish to any Owner and mortgagee, or prospective Owner or mortgagee liable for said assessment, a certificate in writing signed by an officer of the N.V.H.A., setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4.06 Effect of Non-Payment of Assessment: The Personal Obligation of the Owner. The Lien; Remedies of N.V.H.A. Any assessments not paid on the date when due (being the dates specified in Section 4.04 hereof), shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay

such assessment, however, shall remain his personal obligation until such assessment is paid or the statutory period whichever is shorter, and shall not pass to his successors in title unless expressly assumed by them. Each assessment not paid within ten (10) days after the due date, shall be subject to a late charge established by the Board of Directors not exceeding Fifteen ($15.00) Dollars, and the assessment shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum, and the N.V.H.A. may bring an action at law against the party personally obligated to pay the same and/or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 4.07 Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the Properties or any portion thereof subject to assessment. Sale or transfer of such property pursuant to a decree of foreclosure or by strict foreclosure, or any other proceeding or deed in lieu of foreclosure, shall relieve such property from assessments previously levied, but shall not relieve such property from liability for any assessments assessed after such acquisition of title, nor from the lien of any such subsequent assessment.

Section 4.08 Exempt Property. All public utility easements shall be exempted from the assessment, charge and lien created herein.

ARTICLE 5

SUPPLEMENTAL MAINTENANCE AND SECURITY

Section 5.01 Supplemental Maintenance. The N.V.H.A. shall provide supplemental maintenance to the unpaved portions of the Nashboro Boulevard right-of-way in the form of landscaping, mowing, lighting and beautification. This supplemental maintenance shall be over and above that standard of maintenance rendered by the Metropolitan Government of Nashville and Davidson County. Supplemental maintenance shall not be deemed to include paving, curbing or other roadbed maintenance.

Section 5.02 Security. In addition to the supplemental maintenance upon the dedicated rights-of-way, the N.V.H.A. may, in the sole discretion of the Board of Directors, provide from time to time, a security patrol for the protection of person and property. The objectives of the security patrol are:

(i) general surveillance;

(ii) observation and reporting of suspicious activity to the police or other proper authority;

(iii) issuance of resident and/or tenant automobile identification stickers; and

(iv) inspection of parking and recreation areas including the golf course, clubhouse and parking area, but excluding the golf course fairways.

In no event shall the security patrol contemplated herein be a replacement for Developer's normal security associated with construction activity.

ARTICLE 6

GENERAL PROVISIONS

Section 6.01 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the N.V.H.A. and, the Owner or Owners of any land subject to

this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Units have been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to the executive officer of the Metropolitan Government of Nashville and Davidson County and every Owner at least ninety (90) days in advance of any action taken. And additionally provided, however, that no such agreement to disband or dissolve the N.V.H.A., or transfer its responsibilities to another corporation, shall be effective unless ninety (90) days' written notice of such change or disbandment be sent to the executive officer of the Metropolitan Government of Nashville and Davidson County, and said executive officer of the Metropolitan Government does not disapprove such proposed change or disbandment within said period.

Section 6.02 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the N.V.H.A. at the time of such mailing.

Section 6.03 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity (except as provided in the last sentence of Section 4.03 above) against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the N.V.H.A. or 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 6.04 Amendment. This Declaration may be amended by an instrument signed by at least eighty (80%) percent of the Unit Owners of record. No such amendment shall be effective unless appearing in the records of the N.V.H.A. at least ninety (90) days in advance of any action taken, and a general meeting has been held thereon. No such amendment shall be effective unless recorded in the Office of the Register for Davidson County, Tennessee.

Section 6.05 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has hereunto set its hand and seal this 11th day of June, 1974.

NASHBORO VILLAGE ASSOCIATES, a Tennessee General Partnership and Joint Venture comprised of 2154 Trading Corporation, a New York corporation, and the Nashboro Village Company, a Georgia General Partnership and Joint Venture comprised of Recreational Developments, Inc., a Tennessee corporation and Horne & Associates, Inc., a Georgia corporation

By: 2154 TRADING CORPORATION, a New York corporation

Investment Vice President

ATTEST:

Secretary

Secretary or Assistant

By: THE NASHBORO VILLAGE COMPANY, a Georgia General Partnership and Joint Venture

Robert A. Kent, Executive Manager

J. Reid Horne, Jr., Coordinating Manager

STATE OF GEORGIA

COUNTY OF DE KALB

BEFORE ME, the undersigned Notary Public of the State and County aforesaid, appeared GLEN COVERDALE and JAMES F. MC EVOY, with whom I am personally acquainted, and who, upon oath acknowledged themselves to be Investment Vice President, and Assistant Secretary, respectively, of 2154 TRADING CORPORATION, the within named bargainor, a corporation, and that GLEN COVERDALE and JAMES F. MC EVOY as such Investment Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said GLEN COVERDALE as such Investment Vice President and attesting the same by the said JAMES F. MC EVOY as such Assistant Secretary.

WITNESS MY HAND AND SEAL, at office in DeKalb County, Georgia, this 11th day of June, 1974.

Cheri D. Cundiff
Notary Public

My Commission Expires:

CHERI D. C... NOTARY PUBLIC GEORGIA STATE AT L...
Notary Public, Georgia State at Large
My Commission Expires April 12, 1977

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BEFORE ME, the undersigned Notary Public of the State and County aforesaid, personally appeared ROBERT A. KENT and J. REID HORNE, JR., with whom I am personally acquainted, and who, upon oath acknowledged themselves to be Executive Manager and Coordinating Manager, respectively of THE NASHBORO VILLAGE COMPANY, a Georgia General Partnership and Joint Venture, the within named bargainor, and that ROBERT A. KENT and J. REID HORNE, JR., as such Executive Manager and Coordinating Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the general partnership and joint venture by the said ROBERT A. KENT as such Executive Manager and attesting the same by the said J. REID HORNE, JR., as such Coordinating Manager.

WITNESS MY HAND AND SEAL, at office in Nashville, [illegible], this the 11th day of June, 1974.

Mary D. Stewart
Notary Public

My Commission Expires:

My Commission Expires Oct. 25, 1976

MARY D. STEWART NOTARY PUBLIC DAVIDSON COUNTY

A tract of land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey made by Southern Land Surveying Company, Inc., dated May 22, 1972, and a survey made by Morton, Roberson, Ingram & Assoc., Inc., dated October 13, 1972, revised October 31, 1973, as follows:

BEGINNING at a point on the westerly right of way line of Bell Road, said point being 1300 feet north of the intersection of Mossdale Drive; thence leaving said right of way N 76°13'08" W, 341.10 feet to a point; thence S 50°46'02" W, 210.82 feet to a point; thence with a curve to the right of radius of 579.00 feet for a distance of 273.97 feet to a point on the northeasterly right of way of Sailboat Drive as recorded in the Plat of Edge-O-Lake Subdivision, Section 13, Book 4175, page 33, RODC; thence S 77°52'42" W, 50.00 feet to a point on the southeasterly right of way line of Sailboat Drive; thence with a curve to the left of radius 529.00 feet for a distance of 114.00 feet to a point; thence S 65°31'52" W, 90.00 feet to a point; thence N 75°36'57" W, 158.04 feet to a point; thence S 57°00'52" W, 127.00 feet to a point; thence S 65°48'52" W, 299.00 feet to a point; thence N 81°54'08" W, 57.50 feet to a point; thence S 14°22'52" W, 66.00 feet to a point; thence S 43° 04'52" W, 121.00 feet to a point; thence S 46°55'08" E, 54.50 feet to a point; thence S 45°09'48" E 22.00 feet to a point on the northeasterly right of way line of Mossdale Drive as recorded on the plat of Edge-O-Lake Subdivision, Section 13, Book 4175, page 33, RODC; thence S 44°50'12" W, 195.00 feet to a point; thence S 43° 34'08" E, 150.99 feet to a point; thence S 34°52'08" E, 519.79 feet to a point; thence S 82°53'10" W, 239.46 feet to a point on the northeasterly right of way line of Somerset Drive on the plat of Edge-O-Lake Subdivision, Section 9, Book 3700, page 131, RODC; thence N 84°15'58" W, 53.26 feet to a point on the southwesterly right of way line of Somerset Drive; thence S 75°34'37" W, 144.43 feet to a point; thence N 34°53'44" W, 65.58 feet to a point; thence N 60°57'14" W, 82.12 feet to a point; thence N 47°54'08" W, 80.00 feet to a point; thence S 42°05'52" W, 130.00 feet to a point on the northeasterly right of way line of Mesa Drive as recorded on the plat of Edge-O-Lake Subdivision, Section 9, Book 3700, page 131, RODC; thence with said right of way N 47°54'08" W, 41.76 feet to a point; thence N 84°15'58" W, 84.32 feet to a point on the southwesterly right of way line of Mesa Drive; thence with said right of way line S 47°54'08" E, 139.06 feet to a point; thence leaving said right of way line S 42°05'52" W, 134.35 feet to a point; thence S 47° 54'08" E, 17.98 feet to a point; thence S 42°05'52" W, 134.35 feet to a point; thence S 47°54'08" E, 36.47 feet to a point on the northerly right of way line of Ravine Drive as recorded on the plat of Edge-O-Lake Subdivision, Section 9, Book 3700, page 131, RODC; thence N 85°55' 07" W, 81.18 feet to a point on the southerly right of way line of Ravine Drive; thence with said right of way line S 47°54'08" E, 37.49 feet to a point; thence leaving said right of way line S 42°05'52" W, 147.50 feet to a point; thence N 47°54'08" W, 189.48 feet to a point; thence S 44°29'19" W, 87.15 feet to a point; thence N 74°59'11" W, 125.29 feet to a point on the easterly right of way of Shorewood Drive as recorded on the plat of Edge-O-Lake Subdivision, Section 6, Book 3700, page 15 and 16, RODC; thence with said right of way line N 15°00'49" E, 66.41 feet to a point; thence N 85°55'07" W, 50.92 feet to a point on the westerly right of way line of Shorewood Drive; thence with said right of way line S 15°00'49" W, 31.75 feet to a point; thence leaving said right of way N 74°59'11" W, 115.84 feet to a point; thence N 41°31'40" W, 13.18 feet to a point; thence N 85° 55'07" W, 853.88 feet to a point; thence N 03°04'29" E, 1153.07 feet to a point; thence N 86°37'40" W, 998.30 feet to a point; thence N 04°02'18" E, 390.16 feet to a point; thence N 85°10'01" W, 1332.03 feet to a point; thence N 02°41'59" E, 468.63 feet to a point; thence N 02°24'20" E, 1127.53 feet to a point; thence N 85°06'56" W, 402.07 feet to a point; thence N 04°00'59" E, 701.97 feet to a point; thence S 88°08'08" E, 1298.73 feet to a point; thence N 04°29'02" E, 15.16 feet to a point; thence S 87°44'38" E,

EXHIBIT A

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803.50 feet to a point; thence N 01°42'27" W, 699.33 feet to a point; thence N 85°00'51" E, 197.46 feet to a point; thence N 01° 06'30" E, 269.17 feet to a point on the southerly right of way line of Smith Springs Road; thence with said right of way line the following courses and distances with a curve to the left of radius 3265.25 feet for a distance 4.53 feet; thence N 86°21'59" E, 83.93 feet; thence with a curve to the right of radius 604.92 feet for a distance of 189.07 feet to a point; thence S 75°43'31" E, 9.86 feet to a point; thence leaving said right of way S 01°37'51" W, 230.90 feet to a point; thence N 85°02'05" E, 195.38 feet to a point; thence S 05°47'02" W, 798.10 feet to a point; thence S 86°17'57" E, 782.74 feet to a point; thence N 01°44'44" W, 487.07 feet to a point on the southerly right of way line of Smith Springs Road; thence with said right of way line the following courses and distances 57°23'43" E, 413.72 feet to a point; thence S 55°21'49" E, 504.58 feet to a point; thence leaving said right of way line S 03°56'54" W, 352.87 feet to a point; thence S 05°24'25" W, 359.38 feet to a point; thence S 45°40'53" E, 235.32 feet to a point; thence S 88°05'26" E, 611.25 feet to a point; thence S 84°40'16" E, 359.39 feet to a point; thence S 86°02'18" E, 748.11 feet to a point on the westerly right of way line of Bell Road; thence with said right of way line the following courses and distances with a curve to the left of radius 580.65 feet for a distance of 400.23 feet to a point; thence S 05°39'30" W, 1086.98 feet to the point of beginning, containing 375.41 acres, more or less, together with a tract marked Nashboro Boulevard, described as follows:

BEGINNING at a point on the east right-of-way line of Murfreesboro Road said point being 80.24 feet northwest of an existing concrete monument marking the southwesterly corner of the Perry Dale Property; thence with said right-of-way North 29 degrees 22 minutes 30 seconds West 180.02 feet to a point; thence in a southeasterly direction with a curve to the left of radius 50.00 feet, for a distance of 77.72 feet to a point; North 61 degrees 34 minutes 00 seconds East, 70.64 feet thence with a curve to the left of radius of 509.856 feet for a distance of 183.45 feet to a point; North 40 degrees 57 minutes 06 seconds east 157.41 feet; thence with a curve to the right of radius 456.280 feet for a distance of 284.72 feet to a point on the north right-of-way of Nashboro Boulevard; thence South 02 degrees 41 minutes 59 seconds West, 83.96 feet to a point on the south right-of-way of Nashboro Boulevard; thence with said right-of-way along a curve to the left of radius of 376.28 feet for a distance of 211.64 feet to a point; South 40 degrees 57 minutes 06 seconds West 157.41 feet; thence with a curve to the right of radius 589.856 feet for a distance of 212.13 feet to a point; South 61 degrees 34 minutes 00 seconds West 67.68 feet; thence with a curve to the left of radius of 50.00 feet for a distance of 79.36 feet to the POINT OF BEGINNING, containing 1.35 acres, more or less.

All that tract or parcel of land lying and being in the Second Civil District of Davidson County, Tennessee, being more particularly described as follows:

To find the true point of beginning, commence at a point at the intersection of the northwesterly margin of the right-of-way of Nashboro Boulevard with the southwesterly margin of the right-of-way of Longhunter Court; running thence in a southwesterly direction along the northwesterly margin of the right-of-way of Nashboro Boulevard, and following the curveature thereof, a distance of 391.81 feet to a concrete monument and TRUE POINT OF BEGINNING; thence running South 39°00' West along the northwesterly margin of Nashboro Boulevard a distance of 133.00 feet to a concrete monument; thence running North 41°55'37" West a distance of 596.84 feet to a concrete monument; thence running North 87°35'40" West a distance of 251.79 feet to a concrete monument; thence running North 2° 24'20" East a distance of 796.37 feet to a concrete monument; thence running North 80°29'36" East a distance of 251.30 feet to a concrete monument; thence running South 38°37' East a distance of 348.37 feet to a concrete monument; thence running North 87°36' West a distance of 444.54 feet to a concrete monument; thence running South 2°24'20" West a distance of 555.38 feet to a concrete monument; thence running North 53° 28' East a distance of 166.32 feet to a concrete monument; thence running North 73°42' East a distance of 225.00 feet to a concrete monument; thence running South 85°57' East a distance of 222.03 feet to a concrete monument; thence running along an arc (whose chord is North 26°31'15" West a distance of 120.04 feet) a distance of 121.61 feet to a concrete monument; thence running South 47°30' West a distance of 93.78 feet to a concrete monument; thence running along an arc (whose chord is South 1°20'08" West a distance of 59.75 feet) a distance of 60.31 feet to a concrete monument; thence running South 12°18' East a distance of 55.00 feet to a concrete monument; thence running along an arc (whose chord is South 10°24'26" West a distance of 116.19 feet) a distance of 119.28 feet to a concrete monument; thence running South 51°00' East a distance of 203.31 feet to a concrete monument on the northwesterly margin of the right-of-way of Nashboro Boulevard and POINT OF BEGINNING; said tract containing 6.43 acres as shown on a Master Plot Plan, dated November 30, 1973, for Nashboro Village Four - A Condominium, by Miller, Wihry & Lee, Landscape Architects & Engineers, Inc., and bearing the certificate of Everett H. Cowan, Tennessee Registered Land Surveyor No. 667.

TOGETHER WITH an Easement appurtenant for ingress and egress of vehicular and pedestrian traffic over, above, across and through the property lying twelve (12') feet on either side of a centerline lying and being in the Second Civil District of Davidson County, Tennessee, which centerline is more particularly described as follows:

To find the true point of beginning, commence at a point at the intersection of the northwesterly margin of the right-of-way of Nashboro Boulevard with the southwesterly margin of the right-of-way of Longhunter Court; running thence in a southwesterly direction along the northwesterly margin of the right-of-way of Nashboro Boulevard, and following the curveature thereof, a distance of 144.28 feet to the TRUE POINT OF BEGINNING; thence running North 31°13'59" West a distance of 136.10 feet to a point; thence running with a curve to the right of radius of 880.490 feet for a distance of 99.893 feet to a point; thence running North 47°44' West a distance of 85.00 feet to a point; thence running with a curve to the left of radius of 206.018 feet for a distance of 186.196 feet to a point; thence running North 04°03' East a distance of 60.00 feet to a point; thence running along a curve to the right of radius of 256.047 feet for a distance of 190.670 feet to a point; thence running North 38°37' West a distance of 125.86 feet to the point of ending of said centerline; as shown on a Master Plot Plan, dated November 30, 1973, for Nashboro Village Four - A Condomium, by Miller, Wihry & Lee, Landscape Architects & Engineers, Inc., and bearing the certificate of Everett H. Cowan, Tennessee Registered Land Surveyor No. 667.

EXHIBIT B

[redacted]

II All that tract or parcel of land lying and being in the Second Civil District of Davidson County, Tennessee and being more particularly described as follows:

To find the true point of beginning, commence at a point at the intersection of the southerly margin of the right-of-way of Nashboro Boulevard (having an 80-foot right-of-way) with the southwesterly margin of the right-of-way of Bell Rd.; running thence in a westerly direction along the southerly margin of the right-of-way of Nashboro Boulevard, and following the curveature thereof, a distance of 263.97 feet to an iron pin and TRUE POINT OF BEGINNING; thence running South 11°47'25" West a distance of 115.00 feet to a concrete monument; thence running South 86°54'00" West a distance of 828.00 feet to a concrete monument; thence running North 32°36'52" West a distance of 181.54 feet to a concrete monument; thence running North 13°15'20" West a distance of 120.00 feet to an iron pin on the southerly margin of the right-of-way of Nashboro Boulevard; thence running North 73°22'20" East along said southerly margin a distance of 84.95 feet to a concrete monument; thence running North 70°00'00" East along said southerly margin a distance of 102.00 feet to a concrete monument; thence running in an easterly direction along said southerly margin, and following the curveature thereof a distance of 307.741 feet to a concrete monument; thence running South 70°00'00" East a distance of 404.00 feet along said southerly margin to a concrete monument; thence running South 74°06'18" East a distance of 121.89 feet along said southerly margin to an iron pin and POINT OF BEGINNING; said tract containing 5.55 acres as shown on a Master Plot Plan dated November 1, 1973, for Nashboro Village Twelve Condominium, by Miller, Wihry & Lee, Landscape Architects & Engineers, Inc., and bearing the certificate of Everett H. Cowan, Tennessee Registered Land Surveyor No. 667.