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DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

HICKORY WOODS, SECTION C

BOOK 7823 PAGE 857

This DECLARATION of Covenants, Conditions and Restrictions, hereinafter sometimes referred to as the "Declaration", set forth and entered into this 27th day of January, 1989, by SOUTHERN DEVELOPMENT CORP., d/b/a SDC OF TENNESSEE, INC., a Texas corporation, hereinafter sometimes referred to as the "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the owner and developer of certain real properties in Nashville, Davidson County, Tennessee, which property is more particularly described in the attachment hereto, marked "Exhibit A";

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 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 Hickory Woods Homeowners Association, a Tennessee not-for-profit corporation, its successors and assigns.

Section 2. "Owner" or "Lot 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 hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Approved Scm
4/21/89

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area and dedicated utility easements.

Section 5. "Living Unit" or "Unit" shall mean and refer to a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 6. "Declarant" shall mean and refer to Southern Development Corp., d/b/a SDC of Tennessee, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development and if the then existing Developer so designates such successor or assign in the deed granting such lots. "Declarant" shall be synonymous with "Developer" for purposes of this Declaration.

Section 7. "Board" means the Board of Directors of Hickory Woods Homeowners Association.

Section 8. "By-Laws" means the By-Laws of Hickory Woods Homeowners Association, attached hereto as "Exhibit C" and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the By-Laws.

Section 9. "Plat" means the plat of survey of the Property of record in Book 6900, Page 885,886,887, Register's Office for Davidson County, Tennessee, showing the number of each Unit, and expressing its area, location and other data necessary for identification.

Section 10. "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided membership in the Association, present and then eligible to vote. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided membership in the Association, present and then eligible to vote.

Section 11. "ARC" shall mean and refer to the Architectural Review Committee.

ARTICLE II

PROPERTY RIGHTS

Section 1. Association Right to Grant Easements. 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 (acting by the Board) to permit the use of and 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 (acting by the Board) 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 (acting by the Board) 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 signed by at least two-thirds (2/3) of the Members, agreeing to such dedication or transfer, has been recorded; providing, however, that such consent shall not be required for the dedication of utility or service easements; and

(d) Association shall have the right (acting by the Board) to grant private access and/or private utility or drainage easements to private individuals or entities, to serve neighboring properties.

Section 2. Parking Rights. No parking shall be permitted outside designated parking areas. The Association shall promulgate parking regulations.

Section 3. Association's Right of Entry. The authorized representatives of the Association or the Board shall be entitled to reasonable access to the individual Units and Lots as may be required to correct any then existing

violation of the provisions of this Declaration or the By-Laws, and any rules and regulations, or in connection with the preservation of any individual Unit or in the event of an emergency, or to make any alteration required by any governmental authority.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to a lien for assessments 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 persons holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast, with respect to any Lot. No fractional votes shall be cast.

Class B. The Class B Member(s) shall be the Declarant and shall be entitled to four (4) 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:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) ten years from the date of the sale of the first Lot to a Unit Owner other than Declarant.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Unit owned within the Properties, hereby covenants, and each Owner for any Lots, 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, and

(3) special assessments as set forth in Article VIII.

The annual and special assessments, together with interest, at the maximum legal rate, 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 the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments shall be levied by the Association and shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, including but not limited to, maintenance of any Common Area, amenity center, swimming pools, tennis courts, parkways, esplanades, trails, recreation areas, street lighting, signage and entryways (maintenance shall be deemed to include the costs of repairs, replacements, additions, labor, equipment, materials, management and supervision); other costs and expenses reasonably incurred by the Association in the fulfillment of its obligations hereunder, including insurance and attorneys' fees; and if in the Association's best interest, the negotiation of trash collection contracts, security service and other similar community services.

Section 3. Payable Annual Assessment. The Board of Directors shall fix the payable annual assessment at an amount not in excess of the maximum annual assessment, subject to the provisions of Sections 7 and 8 of this Article.

Section 4. Special Assessments for Capital Improvements. In Addition to the annual assessment authorized above, the Association may levy, if appropriate circumstances dictate, in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the costs 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 a majority of the votes of the total voting membership who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis, without additional fee or cost to such members paying on a monthly basis.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting and shall state the purpose of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, a second meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 60 days following the immediately preceding meeting.

Section 6. Rate of Annual Assessment; Maximum Assessment. Annual assessment must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Provided, however, that so long as any Lot is undeveloped, the amount of the assessment for such Lot shall be twenty five percent (25%) of the regular and special assessment for all other Lots. The rate of assessment for each Lot shall change as its character changes. The books and records for the Association will be kept in such a manner that it is possible to determine and ascertain (i) such sums as are expended by the Association for development, improvement, maintenance and upkeep of all recreational facilities of the Association, and (ii) such sums as are expended for other purposes. The maximum annual assessment shall be One Hundred Eighty and No/100 Dollars ($180.00). The Board may determine and certify that the then current annual assessment is sufficient, insufficient or excessive to reasonably meet expenses of the Association and, at a meeting called for such purpose, by majority vote, may vote to decrease the annual assessment or to increase the annual assessment by an amount not to exceed a percentage of the previous annual assessment greater than (i) 10% or (ii) the percent of increase in the consumer price index for all urban consumers published by the Bureau of Labor Statistics of the United States Department of Labor for the previous twelve (12) month period. The annual assessment shall not be increased or decreased more than once in any calendar year and any increases shall not take effect

retroactively. In the event that the Board decides to enter into contracts to provide all or any of the services permitted in these Covenants, then the cost of such services will be considered as an addition to the maximum increase pursuant to the provisions set forth above.

Section 7. Date and Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots or Units 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. At least thirty (30) days in advance of each annual assessment period, the Board of Directors shall fix the amount of the annual assessment to every Owner subject thereto. Written notice of such assessment shall be sent to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period. 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 the assessments on a Lot or Unit 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 then maximum applicable formula rate of interest legally chargeable under Title 47, Chapter 14, Sections 101 et seq., Tennessee Code Annotated, as it may be amended from time to time, on a per annum basis until reinstatement or the completion of foreclosure. 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 attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use or abandonment of his Lot. The Association may suspend the voting rights and rights to the use of the Common Area for any period of time during which such assessment remains unpaid.

Section 9. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Lot which is subject to any first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in

lieu of foreclosure thereof, shall extinguish the lien of such assessments to the extent of payments which became due prior to such sale or transfer (provided, that such unpaid assessment shall be reallocated among the other Units), and otherwise the lien shall survive such foreclosure or other proceedings. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Tennessee shall be exempt from the assessments created herein. The Board may make other exceptions where in its determination there is a beneficial result to the development plan for the Properties.

Section 11. Enforcement of Lien. FOR AND IN CONSIDERATION of the privileges, protections, and the premises contained herein, the receipt of which is hereby acknowledged and any assumption of the obligations by transferees as required hereunder, and to secure the payment of said assessments, principal, interest, and attorney's fees, a lien is expressly retained by the Association on each and every Unit Owner's Unit and prorata interest in the Association (referred to in this Section 11 as "property").

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Unit Owners, their heirs, administrators, and assigns, hereinafter referred to as trustors, hereby transfer and convey unto William J. Hart, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

> Trustors agree to pay their prorata share of assessments when due and further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all lien (except a First Mortgage or Deed of Trust) which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said

property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear interest at the then highest maximum effective rate of interest per annum for home loans then legally collectible in Tennessee from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay their prorata share of assessments aforesaid when due, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness or any payment thereof, or interest thereon, is not paid promptly when due, or if, failing to pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Sumner County, Tennessee, to sell said property at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity or right (statutory or otherwise) of redemption, homestead, dower, spouse's elective share and all other rights and exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take

possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the full and complete satisfaction of the interest of the first mortgage holder, unless arrangements have been made for the assumption of the first mortgage by the subsequent purchaser.

2nd. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

3rd. To the payment of all taxes which may be unpaid on said premises.

4th. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

5th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above-named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

This transfer and conveyance, and the lien for assessment payable by a Unit Owner which is secured by the transfer and conveyance shall both be subordinate to the lien of a recorded First Mortgage or Deed of Trust on the interest of such Unit Owner, regardless of whether the First Mortgage or

Deed of Trust was recorded before or after this instrument, except for the amount of the proportionate share of assessments which become due and payable from and after the date on which the Mortgagee or Beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. While the lien for assessments may be extinguished, the personal indebtedness therefor shall remain and be the personal obligation of the Unit Owner who owned the Unit when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed among all Units as a common expense. This Section 11 shall not be amended, changed, modified or rescinded without the prior written consent of all First Mortgagees and Beneficiaries of record.

ARTICLE V

USE RESTRICTIONS

Section 1. Single-Family Residential Construction. Subject to Sections 4 and 5 below, no building shall be erected, altered or permitted to remain on any Lot other than one (1) detached single-family residential dwelling not to exceed two (2) stories in height, plus a basement, and a private garage for not less than two (2) cars or more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as shown on the Plat(s). In no event shall any part of the main structure or garage be used as a second dwelling unit for rental purposes.

Section 2. ARC Approval Required. No Improvements shall be erected or placed on any Lot until the construction plans and specifications therefor, including, but not limited to, site layout, building location, building materials, colors, landscaping and elevations, are in compliance with this Declaration and the Architectural Guidelines and have been submitted to and approved in writing by the ARC as hereinafter provided. In the event the ARC fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt thereof, they shall be deemed to be approved and the related covenants set out herein shall be deemed to have been fully satisfied. If the ARC disapproves plans and specifications submitted by Owner and the ARC and Owner are not able to resolve their differences within thirty (30) days thereafter, then following Owner's written request therefor, Declarant may at Declarant's option, repurchase the land from Owner, for the original purchase price in cash, and Owner shall thereupon reconvey the land to Declarant by warranty deed and clear of all liens and encumbrances other

than those to which this Declaration is subject. The failure of Declarant to exercise said repurchase option shall in no way impair or alter the obligations of Owner as set forth in this Declaration. The ARC or its assignee, at its sole discretion, is hereby permitted to approve deviations in the general use restrictions set forth in Article V in instances where, in its judgment, such deviation will enhance the overall development plan for the Properties. Such approvals must be granted in writing and when given will become a part of these restrictions.

Section 3. Architectural Guidelines. The ARC shall have the right to prepare and enforce guidelines for the overall development of the properties, including without limitation, the landscape, site development and building standards, which may change from time to time, and to modify those guidelines provided that such modifications shall not lessen in the judgement of the ARC the standards of quality and aesthetics established by those standards. In no case shall such modifications require any Owner to bring into compliance, to the new standards, previously approved specifications and Improvements.

Section 4. Minimum Home Sizes. The minimum square footage (as measured on the exterior) allowed for each dwelling unit on a Lot, exclusive of garage and patio areas, is set forth as follows: one thousand, two hundred fifty (1,250) square feet

Declarant reserves the right to modify these minimum size requirements for any additional lands brought under the jurisdiction of the Association and made subject to this declaration.

Section 5. Location of Improvements Upon the Lot. Improvements, exclusive of mailboxes, driveways and sidewalks which are subject to Section 9 below and fences which are subject to Section 13 below, shall not be located on any Lot nearer to the front or side property lines than as set forth on the Plat(s) or Exhibit "A", attached hereto and made a part hereof. No such Improvements shall be located within any Landscape Easement, Common Area or any drainage or utility easement. In cases of conflict between these setback criteria and the Plat(s), the larger setback number shall be observed. Variances to the setback criteria set forth herein and on the Plat(s) may be approved in the sole discretion of the ARC in instances where such variances comply with applicable law and do not adversely impair or affect the use or development of any other Lots.

For the purposes of this covenant, eaves, steps and unroofed terraces shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of any structure on a Lot to encroach upon another Lot. Declarant reserves the right to modify these setback criteria for any additional lands or Lots brought under the jurisdiction of the Association and made subject to this Declaration.

Section 6. Composite Building Sites. Subject to applicable laws and subdivision regulations, any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of constructing improvements on such resulting site, in which case, setback lines shall be measured from the resulting side property lines rather than from the Lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage for the most restrictive of the Lots composited.

Section 7. Utility Easements. Easements for the installation and maintenance of utilities are reserved as shown on the Plat(s); and no structures shall be erected therein. Neither Declarant, the Association, nor any utility company or governmental entity using the easements shall be liable for any damage done by them or their assigns, agents or employees to shrubbery, trees, flowers or any Improvements located on the land subject to said easements.

At Declarant's option, overground or underground electric power, gas, audio and video communication and telephone services shall be available to Lots in the subdivision, and the utility companies furnishing the service shall have easements as shown on the Plat(s). The Owner of each Lot, at his own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the overground or underground service cable and appurtenances from the point of the electric company's metering on customer's structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain a meter loop in accordance with the then current standards and specifications of the electric company for the residence constructed on such Lot. As long as such overground or

underground service is maintained, the electric service to each Lot shall be uniform and exclusively of the type known as single-phase, 120/240-volt, three-wire, 60-cycle alternating current.

Easements for the underground service may be crossed by driveways and walkways, provided prior arrangements are made with the utility companies furnishing electric, gas, audio and video communication and telephone services, including installation of any necessary conduit, as approved, under such driveways or walkways prior to construction thereof. Such easements for underground service shall be kept clear of all other improvements, including buildings, patios or other pavement, and neither Declarant, the Association, nor any utility company using the easements shall be liable for any damage done by them or their assigns, agents or employees to shrubbery, trees, flowers or any Improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) located on the land subject to said easements.

Section 8. Landscaping. The Owner shall install landscaping in the front and side yards of the house in conformance with the Architectural Guidelines. This landscaping shall be installed within 90 days of the completion of construction of the building. The use of temporary plant retainer materials such as railroad ties and treated wood edging is expressly prohibited in the front and side yards. All areas not specifically prepared with bedding material, bedding out or shrub material shall be grassed in an approved method as provided for in the Architectural Guidelines. The use of the front and side yards for agricultural purposes or for the use of unmanicured landscape materials such as native grasses and wildflowers is expressly prohibited when such yards are visible from the street.

Section 9. Mailboxes, Driveways and Sidewalks. Mailboxes shall be required for each single family residence constructed on any Lot or Lots, and only one mailbox per single family residence shall be allowed. All mailboxes shall be of a type and style as specified in the Architectural Guidelines and shall be located on the respective Lot as set forth in the Architectural Guidelines. Driveways shall be required for each single family residence located on any Lot or Lots. Driveways shall be constructed of poured-in-place concrete material as specified in accordance with the Architectural Guidelines. Sidewalks shall be required for each single family residence located on any Lot or Lots. Sidewalks shall be constructed of poured-in-place concrete material as specified in accordance with the Architectural Guidelines and shall be uniform throughout

the Properties. Asphalt shall be prohibited except in the Common Area

Section 10. Prohibition of Certain Activities. No activity, whether for profit or not, shall be carried on on any Lot which is not related to single-family residence purposes, except on those Lots which may be designated by Declarant, its successors or assigns to be used for sales offices, construction offices and storage facilities for a period of time commensurate with its home construction/sales program. Except for this temporary usage of selected lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the neighborhood, including but not limited to any mineral exploration, development or production.

Section 11. Temporary Structures. No structure of a temporary character, recreation vehicle, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Outbuildings or structures, temporary or permanent, other than the main residence and garage shall be limited to eight (8) feet in height, shall be visually screened from public rights of way and must be approved in accordance with Section 2, Article V hereof. Temporary structures may be used as building offices and for other related purposes as provided in Section 10, Article V, hereof.

Section 12. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other common household pets, provided they are not kept, bred or maintained for commercial purposes or in unreasonable numbers.

Section 13. Fences, Walls, Planters. No wall, fence or planter shall be erected or maintained on any Lot nearer to the front Lot line than five (5) feet behind the front line of the main structure. No side or rear fence, wall or hedge shall be more than eight (8) feet high and an average of six (6) feet, six (6) inches high. Fences shall he constructed in accordance with the Architectural Guidelines.

Section 14. Visual Obstruction at Intersections. No landscaping or object shall be placed or located on corner lots which obstructs sight line at elevations between two (2) and six (6) feet above the top of the street curb within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five (25) feet

from the junction of the street curb lines (or extension thereof).

Section 15. Visual Screening on Lots. The drying of clothes in public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to the public shall screen clothes drying from public view in accordance with the Architectural Guidelines.

Section 16. Lot Maintenance. All Lots shall be kept at all times in a sanitary, healthful, safe and attractive condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut below a height of six (6) inches and shall in no event use any Lot for storage of material and equipment except for normal residential requirements and those requirements incident to construction of initial improvements thereon, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish except by use of an incinerator approved by the Association, and then only during such conditions as permitted by law. All yard equipment, woodpiles or storage piles shall be screened so as to conceal them from view of neighboring Lots, streets or other property.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements and if such default continues after ten (10) days' written notice thereof, the Association may, without liability to the Owner or occupant in trespass or otherwise, enter the premises and cut, or cause to be cut, such weeds and grass, and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place the premises in a neat, attractive, healthful, safe and sanitary condition, and may charge the Owner and/or occupant for the cost of such work. The Owner and occupant agree, by the purchase and/or occupation of the Lot, to pay such statement immediately upon receipt thereof. To secure the payment of such charges, a continuing lien is hereby retained in favor of the Association identical to the assessment lien set forth in Section 1, Article IV hereof.

Section 17. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of the Properties except one sign for each Lot, which sign shall be in accordance with the Architectural Guidelines, for the purpose of advertising the property for sale or rent,

except signs used by Declarant, its successors or assigns, for a period of time commensurate with its home construction/sales program. The Association shall have the right to remove any sign, advertisement, billboard or advertising structure which is in violation of the foregoing and in so doing shall not be subject to any liability for trespass in connection therewith or arising from such removal.

Section 18. Removal of Dirt and Trees. The digging or removal of any dirt from any Lot is expressly prohibited except as necessary in conjunction with the construction (including swimming pools) and subsequent landscaping on the Lot. No trees with a caliper greater than nine (9) inches shall be cut without the prior approval of the ARC except to remove dead or unsightly trees.

Section 19. Antennae. No electronic, radio, television or other type of device for transmitting or receiving signals shall be erected, constructed, placed or permitted to remain on any lots, houses or buildings unless located to the rear of the house or the rear of the roof ridge line, or gable of the main structure so as to be hidden from sight when viewed from the fronting street on interior Lots or when viewed from the fronting street and the siding street on corner lots.

Section 20. Roofing Material. The roof of any building shall be constructed or covered, in accordance with the Architectural Guidelines, with (1) asphalt or composition type shingles, (2) wood shingles, (3) crushed marble, slag or pea gravel set in a built-up type roof on roof surfaces not visible from the fronting street, (4) concrete or clay tile or (5) slate. Any other type roofing material shall be permitted only at the sole discretion of the ARC.

Section 21. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, inoperative vehicles, equipment or machinery of any kind, camp rigs off truck, boat rigging or any item deemed offensive by the ARC shall be stored permanently or semipermanently on any public street, right-of-way or driveway. Permanent or semipermanent storage of such vehicles or items must be screened from public view either within the garage or behind a solid fence. Semipermanent storage is defined as the storage without movement off the premises for a period exceeding 48 hours.

Section 22. Architectural Review Committee. The ARC shall be composed of three (3) or more individuals designated by Declarant, its successors and assigns and Declarant reserves the right to appoint replacements as

necessary by reason of resignation, removal or incapacity. Declarant hereby agrees to relinquish all ARC authority on or before ten (10) years from the date hereof, at which time full authority will become vested in the Association. The ARC may at any time appoint members to act in its behalf for matters other than new construction.

Section 23. Building Materials. All building materials, whether for initial or subsequent construction, shall be of high quality as determined by the ARC guided by industry standards and applicable local building codes. Buildings shall be a minimum of 50% brick, masonry, stucco or other similar material, exclusive of windows, doors and other openings.

Section 24. Landscape Easements. The Landscape Easements are reserved as shown on the Plat(s). The Declarant shall initially landscape the areas within the Landscape Easements with such trees, grass, shrubs, trails, and signage as it shall deem necessary or desirable to enhance the overall development of the Properties. Thereafter, each owner of a Lot subject to a Landscape Easement shall be responsible for mowing and maintaining all grass within such Landscape Easement. The Association shall be responsible for the maintenance of all trees, shrubs, trails, signage and other matters relating to the Landscape Easements, other than grass mowing. No landscaping within a landscape Easement shall be changed, removed or destroyed without the prior written approval of the Association. The foregoing Landscape Easements shall not deny any Owner pedestrian or vehicular access to or from any public right-of-way, provided, however, the location of any sidewalk or driveway constructed on or across such Landscape Easements shall be subject to approval of the ARC. Neither the Declarant nor the Association shall be liable for any damage done by them or their assigns, agents or employees in the performance of their rights and obligations hereunder, so long as such damage was not caused by the intentional or grossly negligent conduct of such entities.

ARTICLE VI

EXTERIOR MAINTENANCE

All structures shall be kept at all times in a safe and attractive condition. The Owner shall provide exterior maintenance upon each structure including, but not limited to paint, repair, replace and care for roofs, gutters, downspouts, privacy fences, exterior building surfaces, decks, patios, walks and other exterior improvements.

The primary responsibility for the care, repair and maintenance of the items listed in the first paragraph above shall be that of the Owner. Provided, that if the Board should determine that such Owner is not discharging such responsibility the Board may cause such areas to be cared for, repaired and maintained, and declare a special assessment therefor against such Owner, with all the remedies set forth in Article IV.

ARTICLE VII

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 the Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained or in the By-Laws, or the rules and regulations, shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the 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 thirty (30) 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 changed, modified or rescinded during the first thirty (30) year period by an instrument in writing, signed by Owners entitled to cast not less than sixty percent (60%) of all votes of the Membership, and acknowledged, and thereafter, by an instrument signed by Owners entitled to cast not less than fifty percent (50%) of all votes of the Membership, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein, and provided that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary to the Association certifying to such mailing is made a part of such instrument. Any amendment must be properly recorded.

Section 4. Initial Construction Period. Each Owner shall commence construction of improvements on or before six (6)

months from the date of conveyance to such Owner of an unimproved Lot and shall diligently thereafter proceed to final completion (meaning ready for occupancy) within six (6) additional months (plus a period of time equal to the duration of delays caused by reason of fire, act of God, shortage of labor or material, strike, lockout, casualty or other condition/occurrence beyond Owner's control). In the event that Owner should fail to perform as set forth above, Owner will, upon request of Declarant, its successors and assigns, and upon tender to Owner in case of a sum equal to ninety (90) percent of the purchase price paid by Owner to Declarant for the Lot reconvey same to Declarant, its successors and assigns by Warranty Deed free and clear of any liens and encumbrances other than those to which this conveyance is subject and any express lien created against said Lot for the purpose of financing the Improvements, if any, referred to above. This conditional option to repurchase, as reserved, shall be exercised by Declarant on or before fifteen (15) months from the date of conveyance (plus a period of time beyond Owner's control heretofore described) at which time, if not exercised, said option shall terminate. If Owner should execute a deed of trust to secure a construction loan made to Owner and informs Declarant in writing of the name and identity of such Mortgagee, then at any time when Declarant considers that Owner is in default under the terms of this paragraph, Declarant shall give written notice thereof to Mortgagee at the address furnished, and Mortgagee shall thereupon have a reasonable time within which to foreclose its lien, acquire title to and possession of the Lot and comply with the provisions of this paragraph; while Mortgagee is attempting in good faith to accomplish the foregoing, Declarant will not exercise its conditional repurchase option.

Section 5. Alterations, Additions or Improvements. No alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common assessments alterations, additions and improvements of the Common Elements as provided in the By-Laws.

Section 6. Non-Liability of the Directors, Board and Officers. Neither the directors, Board, Committee Members, Developer, nor the officers of the Association, shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, Committee Members or Developer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board or officers, and their respective heirs,

executors, administrators, successors and assigns in accordance with the By-Laws.

Section 7. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretations or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

Section 8. Notices. Notices provided for in the Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or any Unit Owner, at such address set forth on the Plat, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him (other than to his or her Unit) by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material

modification of any insurance policy or fidelity bond maintained by the Owners Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holder.

Section 10. Addition of Remaining Property. Declarant owns certain lands adjacent to the Properties, as shown as the preliminary plat approved by the City of Nashville, Tennessee, attached hereto as Exhibit "B" and such preliminary plat includes lands not yet subject to this Declaration (hereinafter referred to as the "Remaining Properties"). It is understood and agreed that subjecting the Remaining Properties to this Declaration, if and when developed, will enhance the overall development plan for the Properties. Therefore, if any time from and after the date hereof so long as Declarant, its successors or assigns owns any Lot, Declarant, its successors or assigns, in its sole and absolute discretion, may amend, modify or supplement this Declaration by subjecting the Remaining Properties or a portion thereof, from time to time, to this Declaration, by recording an instrument setting forth such amendment, modification or supplementation with the Register of Deeds of Davidson County, Tennessee and from and after the date of such filing such Remaining Properties or portion thereof, shall be deemed to be subject to this Declaration. Declarant reserves the right to modify and change the conditions contained in Article V for any additional lands brought under the jurisdiction of the Association and made subject to the Declaration if such modifications and changes, in Declarant's sole judgment and discretion, will enhance the overall development plan for the Properties or if Declarant deems such modifications to be necessary or otherwise desirable for the development of such additional lands.

Section 11. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the Governor of Tennessee, Ned Ray McWherter.

Section 12. Rights and Obligations. Each Grantee of the Developer, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Unit Owners and occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the By-Laws which are more than

administrative in nature such as, but not limited to, reservations and future rights of the Developer are hereby incorporated into and made a part of this Declaration by reference. All rights, benefit and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Unit Owners, tenants and occupants of a Unit shall be subject to, and shall comply with, the provisions of the By-Laws appended hereto and recorded herewith, as they may be amended from time to time. The acceptance of a deed of conveyance devise or of a lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the said By-Laws and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

The terms and conditions of the Declaration, By-Laws and Rules and Regulations may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Unit Owner who enters into such an agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of the Declaration, By-Laws and Rules and Regulations may be considered as a default by the first mortgagee, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

Each Unit Owner, whether existing or in the future, does hereby make, constitute and appoint Developer his or her true and lawful attorney-in-fact for the sole purpose of amending said Declaration, By-Laws and corporate charter in order to conform to any applicable governmental requirements, as fully as if such Unit Owner had joined herein in person. No joinder of any Unit Owner or first mortgagee shall be required for this purpose, so long as such Unit Owner's interest as a member of the Association is not reduced and his ownership in the lot is not changed. This power of attorney is given for value, is irrevocable and shall survive

the death or disability of all Unit Owners, their successors and assigns.

Section 13. Common Open Space. Any common open space established by an adopted final master development plan for planned unit development shall be subject to the following:

(a) The metropolitan planning commission and the metropolitan county council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common open space), without first offering to dedicate the same to the metropolitan government of Nashville and Davidson County and the said dedication be approved by the metropolitan planning commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the common open space in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the owners or residents of the planned unit development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the common open space for a period of one year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for yearly periods.

(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the planned unit development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed by its duly authorized officer, this the 27th day of January, 1989.

SOUTHERN DEVELOPMENT CORP.,
d/b/a SDC OF TENNESSEE, INC.

BY: Robert Willey
ROBERT WILLEY

ITS: EXECUTIVE VICE-PRESIDENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 27th day of January, 1989, before me personally appeared ROBERT WILLEY, to me known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument in behalf of SOUTHERN DEVELOPMENT CORP. d/b/a SDC OF TENNESSEE, INC., and acknowledged that he executed the same as the free act and deed of said SOUTHERN DEVELOPMENT CORP. d/b/a SDC OF TENNESSEE, INC.

Witness my hand and official seal in Nashville, Tennessee, this the 27th day of January 1989.

Sherry M. Keen
NOTARY PUBLIC

My Commission Expires: 3-11-91

This instrument prepared by
Ervin M. Entrekin, Attorney,
21st Floor, First American Center,
Nashville, Tennessee 37238

BOOK 7224 PAGE 642

EXHIBIT A

BOOK 7823 PAGE 882

WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NOS.
Southern Development Corp. d/b/a SDC of Tennessee, Inc. Suite 400, 3500 Oak Lawn ~~Nashville, Tennessee~~ Dallas, Tx 75219	SAME	Map 176 Parcels 17, 19 and 33

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged,

W. DONALD JENKINS, JR. and W. DONALD JENKINS, JR., TRUSTEE have this day bargained and sold and do hereby transfer and convey unto SOUTHERN DEVELOPMENT CORP. d/b/a/ SDC of Tennessee, Inc., a Texas corporation qualified to do business in Tennessee, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT C

Being a certain parcel of land located in the Second Civil District of Davidson County, Tennessee; and being further described as follows:

Beginning at a P.K. nail set in the northerly margin of Murfreesboro Pike; said nail being a common property corner of the J. D. Johnson property as recorded in Will Book 50, Page 153 R.O.D.C., TN, and the James R. McKinney property as recorded in Book 4952, Page 840 R.O.D.C., TN; said nail also being southeasterly 698.39 feet from the intersection of the centerline of Lavergne-Couchville Pike and the said margin of Murfreesboro Pike;

Thence, leaving the said margin of Murfreesboro Pike and with the easterly property line of the said Johnson property, the same being the westerly line of the said McKinney property, N. 71° 06' 18" E -200.08 feet to an existing iron pin;

Thence generally with a fence line N 71° 24' 49" E - 487.61 feet to an iron pin set; said iron pin being the northwest corner of the said McKinney property and also being the Point of Beginning of the herein described tract;

Thence, continuing with the said easterly property line of Johnson and generally with a fence line N 71° 24' 49" E - 207.73 feet to an existing iron pin;

Thence, N. 23° 48' 04" E - 309.28 feet to an existing iron pin;

Thence, N 09° 27' 51" E - 944.57 feet to an existing iron pin; said iron pin being the southeast corner of the Cecil J. Steve property as recorded in Book 5504, Page 122 R.O.D.C., TN;

Thence, leaving the said Johnson property and with the easterly property lines of the said Steve property, the A. R. Cole property as recorded in Book 2026, Page 509, R.O.D.C., TN, the G. B. Barrett property as recorded in Book 2263, Page 385, R.O.D.C., TN, the Harriet W. Barrett property as recorded in Book 5917, Page 435, R.O.D.C., TN, and a portion of the Walter C. Moore, Jr. property as recorded in Book 5673, Page 569 R.O.D.C., TN, N. 09° 13' 18" E -1,113.18 feet to an old existing axel; said axel further described as being the southwest corner of the Leslie Vantrease property as recorded in Book 4063, Page 299 R.O.D.C., TN;

Thence, leaving the said property line of Moore and with the southerly property line of Vantrease, and generally with a fence line, S 86° 24' 39" E - 612.23 feet to an old existing axel; said axel being the southeast corner of the said Vantrease property and also being the southwest corner of a 60 feet wide strip of land

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belonging to W. Donald Jenkins, Jr. recorded in Book 6079, Page 365 and Book 4083, Page 299 R.O.D.C, TN;

Thence, leaving the said Vantrease property and with the southerly lines of the said Jenkins property, the Edward Newby property recorded in Book 4798, Page 75 R.O.D.C., TN, the Bobby C. Harden property recorded in Book 5921, Page 861, R.O.D.C., TN, and generally with a fence line, S 86° 26' 52" E - 670.94 feet to an old existing axel; said axel being Harden's southeast corner;

Thence, leaving Harden and with a westerly line of the W. Donald Jenkins property recorded in Book 5035, Page 165 R.O.D.C., TN, generally with a fence line, S 02° 45' 38" W - 1,005.27 feet to an existing iron pin at a fence corner post;

Thence, with a southerly line of the said Jenkins property and generally with a fence line S 82° 51' 46" E - 1396.00 feet to a point in the centerline of Hurricane Creek; said creek being the dividing line between Davidson county and Rutherford county;

Thence, leaving the said line of Jenkins and generally with the centerline meanders of the said county line and the said Hurricane Creek the following six calls: S 32° 34' 31" W - 335.17 feet to a point; thence S 37° 31' 59" W - 386.44 feet to a point; thence, S 17° 00' 49" W - 146.00 feet to a point; thence S 37° 06' 19" W -100.90 feet to a point; thence, S 56° 46' 19" W - 255.97 feet to a point; thence S 47° 24' 09" W - 191.17 to a point; said point being the southeast corner of a tract conveyed to the Metropolitan Government of Nashville, Davidson county, Tennessee for a Sewer Treatment Plant recorded in Book 4435, Page 9 R.O.D.C., TN;

Thence, leaving the centerline of the said Hurricane Creek and the said county line and with the easterly line of the said Sewer Treatment Plant property, N 02° 54' 19" E - 160.00 feet (passing a concrete witness monument at 40 feet) to an existing iron pin;

Thence, with the northerly line of the said Sewer Treatment Plant property, N 87° 05' 41" W - 561.75 feet to an existing iron pin located in a fence line;

Thence, with the westerly line of the said Sewer Treatment Plant property, S 02° 28' 51" W - 459.71 feet to an existing "X" mark cut in rock at the centerline of the aforementioned Hurricane Creek;

Thence, leaving the said Sewer Treatment Plant property and generally with the centerline meanders of the aforementioned county line and the said Hurricane Creek the following three calls: N 79° 21' 10" W - 239.78 feet to a point; thence, N. 88° 38' 10" W - 278.97 feet to a point; thence, S 69° 33' 55" W - 862.00 feet to a point; said point being the northeasterly corner of the aforementioned James R. McKinney property; said point also described as lying in the northerly margin of 100 foot wide Tennessee Valley Authority easement; said easement is parallel to and extends 100 foot south of the following described line;

Thence, leaving said county line and the said centerline of Hurricane Creek and with the northerly line of the said Tennessee Valley Authority easement N 46° 31' 05" W - 893.81 feet to the point of Beginning.

Containing approximately 114.41 Acres.

Being the same property conveyed to W. Donald Jenkins, Jr., recorded in Book 6079, Page 365 and Book 6079, Page 370 R.O.D.C., TN; and also being parcels 17 and 19 of Property Map 176 for said county.

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