This instrument prepared by Russell T. Perkins, Esquire, 203 Second Avenue North, Nashville, Tennessee 37201

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Declaration made on the date hereinafter set forth by St. Luke Neighborhood Association, a not for profit corporation, hereinafter referred to as "Declarant."

BOOK 8169 PAGE 733

Witnesseth:

Whereas, Declarant is the owner and lessee of certain property in Nashville, County of Davidson, State of Tennessee, being St. Luke's A.M.E. Community, a Residential P.U.D. of record in Book 7900, page 185, Register's Office for Davidson County, which is more particularly described in the descriptions which are attached hereto and marked as Exhibit "A". Said descriptions are fully incorporated herein by reference as fully and effectively as if retyped here; and

Whereas, Declarant desires to establish uniform covenants conditions and restrictions governing the use, maintenance and development of said property;

Now Therefore, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restriction, 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.

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Article I

DEFINITIONS

Section 1. "Association" shall mean and refer to St. Luke Neighborhood Association, its successors and assigns.

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

47585

IDENTIFICATION REFERENCE

Aug 7 10 07 AM '90

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TN

RECORDERS MEMO

LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED

as security for the performance of an obligation, and may include the Association.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, any portion thereof, and such additions thereto as may hereafter be brought within the jurisdiction of or under the ownership and/or control of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned or leased by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association at the time of the conveyance of the first lot includes, but is not limited to, the greenspace and/or community park, sidewalks, streets, and common access ways to the green space and/or community park located within the Planned Unit Development.

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

Section 6. "Declarant" shall mean and refer to St. Luke Neighborhood Association.

Article II

PROPERTY RIGHTS

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

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

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

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

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

Article III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership as to each lot upon the sale of each lot to an owner and this class shall cease to exist when all lots in the property have been sold to owners. In the event Declarant and/or the Association reacquires any lot or if additional lots are added to the property, then the membership incident to such ownership shall be class B membership or B member of the Association.

Article IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be two hundred and fifty dollars ($250.00) per Lot.

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

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a

vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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

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

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

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following

the conveyance of the Common Area. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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

Section 10. Failure to Maintain. In the event of the failure by the Declarant or Association to properly maintain the common areas and facilities, such maintenance may be assumed by public authority pursuant to the provisions of Section 81.51 of the Comprehensive Zoning Ordinance of the Metropolitan Government of Nashville, Davidson County, Tennessee, as hereinafter set forth:

"81.51 Common open space. Any common open space established by an adopted final master development plan for a planned unit development shall be subject to the following:

(a) The Metropolitan Planning Commission and the Metropolitan County Council may require that the landowner provided for and establish an organization for the ownership and maintenance of any common open space, and such 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 th 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 owner 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 sapce, and shall become a lien on said properties.

Article V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Article VI

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Article VII

NUISANCES

No owner shall make a use of his/her property or of the Common Area which is unreasonable or unlawful and which results in a nuisance or a material annoyance, inconvenience, discomfort, hurt, offense, or injury to the other owners. An example of a nuisance under this Declaration would be an owner allowing an inoperable automobile to remain on the Properties for an unreasonable period of time, such as 20 days, or more. In the event an owner of any lot makes a use of his/her property or of the Common Area which the Board of Directors conclude (by a two-thirds (2/3) vote) constitutes a nuisance, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel to correct the nuisance, to instruct the owner to correct the nuisance, and/or to initiate proceedings to have the nuisance corrected terminated or abated. The expense of any such corrective action, including reasonable attorneys' fees and expenses incurred by the Association if it prevails in any legal proceeding initiated to correct or abate the nuisance, shall be paided by the offending owner and/or added to and become part of the assessment to which such Lot is subject.

Article VIII

GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full

force and effect and, to that extent, the provisions of these covenants are declared to be severable.

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

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Incorporation. The provisions of the bylaws of the St. Luke Neighborhood Association are hereby incorporated herein by reference as fully and effectively as if retyped her. A true copy of said bylaws are attached hereto as Exhibit "B". In the event that it is determined that provisions contained in the body of this Declaration are inconsistent with provisions contained in the bylaws of the St. Luke Neighborhood Association, the provisions contained in the body of this Declaration shall be deemed controlling.

Jerry Blackman Sr. Pres.
Declarant, St. Luke Neighborhood Association

By: Jerry Blackman Sr.
Dr. Jerry Blackman, Sr.
President and Chairman of The Board

EXHIBIT "A"

TRACT I:

Land in Davidson County, Tennessee, being Lot No. 9 in the Subdivision of Lot No. 1 of the County Lands, not of record, and described as follows:

Beginning in the southern margin of Short Street, 162 feet west of Clifton Avenue; thence westerly along the southern margin of Short Street, 50 feet; thence at right angles, southwardly 102 feet to a 15 foot alley; thence easterly along the north margin of said alley; 60 feet to the intersection of two 15 foot alleys, thence northwardly 102 feet along the westerly margin of an alley to the beginning.

Being the same property conveyed to Rev. Jerry Blackman, Sr. Howard E. Taylor, Roderic Townsend, Trustees for Saint Luke African Methodist Episcopal Church by deed from Terry B. Martin, substitute trustee under the wills of Amy Rich, deceased; Celia Rich, deceased; Morrice Rich, deceased; and Carrie R. Rich, deceased; and Jeffrey Albert Kay, substitute trustee under the wills of Celia Rich, deceased, Morrice Rich, deceased, and Carrie R. Rich, deceased, of record in Book 7819, page 116, Register's Office for Davidson County, Tennessee.

TRACT II:

Land in Davidson County, Tennessee, being Lot No. 3 on the Map of George T. Finegan's unrecorded Subdivision of Lot No. 1 on the Plan of Clifton, called County Lands, of record in Book 161, page 63, Register's Office for said County.

Said Lot No. 3 fronts 50 feet on the westerly side of 40th Avenue North or Clifton Avenue and runs back between parallel lines, along the south margin of Short Street, 150 feet to an alley in the rear.

Being the same property conveyed to Rev. Jerry Blackman, Sr., Howard E. Taylor, and Roderic Townsend, Trustees for Saint Luke African Methodist Episcopal Church by deed from John H. Otey, Jr. of record in Book 7819, page 105, Register's Office for Davidson County, Tennessee.

TRACT III:

Land in Davidson County, Tennessee described as follows:

Being Lot No. 7 and the westerly 10 feet of Lot No. 8 of Block "H" on the map of the Resubdivision of Lots Nos. 13, 19, 20 and 21 in the Clifton Plan of lots, of record in Book 421, page 49, Register's Office for said County, and described as follows:

Beginning at a point in the northerly margin of Michigan Avenue at the southwest corner of Lot No. 7 of said Block; thence northerly 261 feet more or less to the southerly margin of an alley; thence with the margin of said alley easterly 19 feet more or less to the westerly margin of another alley; thence with the margin of the last mentioned alley southeasterly 52.5 feet more or less to a point 10 feet east of the line between Lots Nos. 7 and 8; thence southerly to the northerly margin of Michigan Avenue; thence with the margin of the same westerly 40 feet to the point of beginning.

Being the same property conveyed to Rev. Jerry Blackman, Sr., Howard E. Taylor, Roderic Townsend, Trustees for Saint Luke African Methodist Episcopal Church by deed from B. B. Doubleday, Jr. of record in Book 7819, page 102, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.

EXHIBIT "A" (continued)

TRACT IV:

Land in Davidson County, Tennessee, being part of Lot No. 1 on the Map of the Subdivision of Lots Nos. 27 to 32, both inclusive, 42, 44, 47 and 48 on the Town of Clifton, as of record in Book 161, page 68, Register's Office for said County, and being Lot No. 1 on the unrecorded subdivision thereof, described as follows:

Beginning at a point in the westerly margin of 40th Avenue North, formerly Clifton Avenue, at the common corner of Lots Nos. 1 and 2 of said unrecorded subdivision; said point being the southeast corner of the property conveyed to Lida Harris by deed from Alice Jordan et al, as of record in Book 2437, page 298, said Register's Office; thence with the line between said Lots Nos. 1 and 2 of said unrecorded subdivision along said Harris' southerly line, westerly 150 feet to the easterly margin of a 15-foot alley; thence with the easterly margin of said alley; southerly 40 feet to the northeast corner of the intersection of said alley and another 15 foot alley; thence with the northerly margin of the last mentioned alley, easterly 180 feet to the westerly margin of 40th Avenue North; thence with the westerly margin of 40th Avenue North, northerly 129.5 feet to the beginning.

Being the same property conveyed to Rev. Jerry Blackman, Sr., Howard E. Taylor and Roderic Townsend, Trustees for Saint Luke African Methodist Episcopal Church by deed from Charles H. Dungey and Bruetta A. Dungey of record in Book 7819, page 108, Register's Office for Davidson County, Tennessee.

TRACT V: Parcel 1

Land in Davidson County, Tennessee, being Lots Nos. 7 and 8 as shown on re-subdivision of Lot No. 1 of the County Lands, not of record, described together as follows:

Beginning at the northwest corner of Clare Street and a 15 foot alley, being 165 feet west of the westerly margin of 40th Avenue, North; thence with the westerly margin of said alley, northwardly 150 feet; thence westwardly 50 feet to the easterly margin of another alley; thence with the last mentioned alley, southwardly 140 feet to the northerly margin of Clare Avenue; thence with said Street, eastwardly 119 feet to the beginning.

TRACT V: Parcel 2:

Land in Davidson County, Tennessee, being Lot No. 10 of the Subdivision of Lot No. 1, County Lands, lying in the 10th Civil District of said County, and described as follows:

Beginning the the southern margin of Clare, formerly Short Street, 215 feet west of the western margin of 40th Avenue, North; thence westwardly 50 feet along the southern margin of said Street to George Moodys northeast corner; thence at right angles southwardly 75 feet to an alley; thence eastwardly along said alley 60 feet; thence northwardly at right angles to said Clare Street, 102 feet to the beginning.

TRACT V: Parcel 3:

Land in Davidson County, Tennessee, being Lot No. 11 in the subdivision of Lot No. 1 of County Lands in the 10th Civil District of Davidson County, and described as follows:

Beginning in the south margin of Clare Avenue, 265 feet westerly from the western margin of 40th Avenue, North and running thence westwardly 41 feet along the southern margin of said Clare Street to an alley 15 feet wide; thence southwardly 44 feet along the eastern margin of said alley; thence eastwardly 75 feet along the southern margin of another alley, 15 feet wide; thence northwardly and parallel to 40th Avenue, North 75 feet to the beginning.

Tract 3, Parcels 1, 2 and 3 being the same property conveyed to Rev. Jerry Blackman, Sr., Howard E. Taylor, Roderic Townsend, Trustees for Saint Luke African Methodist Episcopal Church by deed from The J. W. Frierson Church of Christ Development Foundation of record in Book 7819, page 112, Register's Office for Davidson County, Tennessee.

TRACT VI:

Land in Davidson County Tennessee, being Lot No. 2 of Block "I" on the Map of the re-subdivison of parts of Lots Nos. 13, 19, 20 and 21 Clifton Plan, as of record in Book 421, page 49, Register's Office for Davidson County, Tennessee.

Said Lot No. 2 fronts 30 feet on the westerly side of 40th Avenue North, formerly Clifton Avenue, and runs back between parallel lines, 115 feet, to an alley.

Being the same property conveyed to St. Luke's A.M.E. Church by deed from Nashville Veterans' Progressive Club of record in Book 7997, page 967, Register's Office for Davidson County, Tennessee.

TRACT VII:

Land in Davidson County, Tennessee, being the easterly 20 feet of Lot 8 and all of Lot 9 on the Map of the Re-Subdivision of Lots Nos. 13, 19, 20 and 21, Block "H" in Clifton, as of record in Book 421, page 49, said Register's Office, to which plan reference hereby made for a more complete and accurate legal description.

Being the same property conveyed to St. Luke's A.M.E. Church by deed from Grace S. Copeland of record in Book 5401, page 828, Register's Office for Davidson County, Tennessee.

TRACT VIII:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, being a portion of the property conveyed to the Nashville Electric Service by Deed of Records in Book 5996, page 405, Register's Office for Davidson County, Tennessee. and being more particularly described as follows:

Beginning at a point in the northerly margin of Michigan Avenue, said point being South 82 deg. 36' 07" West, 271.94 feet from the westerly margin of Fortieth Avenue North; thence leaving said margin, North 07 deg. 06' 12" West, 30.41 feet, to the true point of beginning of the herein described parcel; thence North 28 deg. 01' 17" West, 78.45 feet, to a point; thence North 06 deg. 36' 23" West, 40.64 feet, to a point; thence North 58 deg. 44' 28" East, 29.85 feet, to a point; thence South 07 deg. 17' 45" East, 126.13 feet, to the point of beginning, containing 2,302 square feet or 0.05 acre, more or less.

TRACT IX:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being the southerly one-half of Batavia Street, closed by Metropolitan Council Bill 89-886 and being more particularly described as follows:

Beginning at a point in the easterly margin of Forty-Second Avenue north, said point being North 06 deg. 45' 30" West, 562.46 feet from the northerly margin of Clifton Avenue; thence leaving said margin, South 89 deg. 56' 23" East, 148.38 feet, to the true point of beginning of the herein described parcel; thence South 89 deg. 56' 23" East, 230.59 feet, to a point; thence South 07 deg. 17' 45" East, 15.. feet, to a point; thence North 89 deg. 43' 02" West, 211.95 feet, to a point; thence North 55 deg. 35' 40" West, 24.91 feet, to the point of beginning, containing 3,196 square feet or 0.07 acre, more or less.

individual deeds where [illegible] conveyed by deed or lease

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TRACT X:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, being a portion of the property conveyed to the Nashville Electric Service by Deed of Record in Book 5996, page 405, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Forty-Second Avenue North, said pin being North 06 deg. 45' 30" West, 548.96 feet from the northerly margin of Clifton Avenue; thence leaving said margin, South 89 deg. 43' 02" East, 167.35 feet, to a point; thence South 55 deg. 35' 40" East, 49.20 feet to a point; thence North 34 deg. 24' 21" East, 29.31 feet, to a point; thence South 55 deg. 35' 39" East, 73.29 feet to the true point of beginning of the herein described parcel; thence North 88 deg. 28' 19" East, 57.69 feet, to a point; thence South 34 deg. 24' 21" West, 22.74 feet, to a point; thence South 83 deg. 13' 42" West, 16.88 feet, to a point; thence North 55 deg. 35' 39" West, 34.00 feet, to the point of beginning, containing 720 square feet or 0.02 acre, more or less.

TRACT XI:

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, being a portion of the property conveyed to the Nashville Electric Service by Deed of Record in Book 5996, page 405, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin in the easterly margin of Forty-Second Avenue North, said pin being North 06 deg. 45' 30" West, 548.96 feet from the northerly margin of Clifton Avenue; thence leaving said margin, South 89 deg. 43' 02" East, 167.35 feet, to the true point of beginning of herein decribed parcel; thence South 89 deg. 43' 02" East, 211.95 feet, to a point; thence South 07 deg. 17' 45" East, 40.15 feet, to a point; thence North 31 deg. 15' 32" West, 36.18 feet, to a point; thence South 34 deg. 24' 21" West, 40.67 feet, to a point; thence South 88 deg. 28' 19" West, 57.69 feet, to a point; thence North 55 deg. 35' 39" West, 73.29 feet, to a point; thence South 34 deg. 24' 21" West, 29.31 feet, to a point; thence North 55 deg. 35' 40" West, 49.20 feet, to the point of beginning, containing 5,722 square feet or 0.13 acre, more or less.

TRACT XII:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being a portion of the property conveyed to the Nashville Electric Service, by Deed of Record in Book 5996, page 405, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the easterly margin of Forty-Second Avenue North, said point being North 06 deg. 45' 30" West, 202.11 feet from the northerly margin of Clifton Avenue; thence with said easterly margin, North 06 deg. 45' 30" West, 360.35 feet, to an iron pin; thence leaving said margin, South 89 deg. 56' 23" East, 148.38 feet, to a point; thence South 55 deg. 35' 40" East, 74.11 feet, to a point, thence North 34 deg. 24' 21" East 29.31 feet, to a point; thence South 55 deg. 35' 39" East, 107.29 feet, to a point; thence North 83 deg. 13' 42" East, 16.88 feet, to a point; thence North 34 deg. 24' 21" East, 63.41 feet, to a point, thence South 31 deg. 15' 32" East, 36.18 feet, to a point; thence South 07 deg. 17' 45" East, 69.45 feet, to a point; thence South 58 deg. 44' 28" West, 29.85 feet, to a point; thence South 06 deg. 36' 23" East, 40.64 feet, to a point;

TRACT XII (continued)

thence South 28 deg. 01' 17" East, 78.45 feet, to a point; thence South 82 deg. 06' 22" West, 30.09 feet, to a point; thence South 07 deg. 16' 24" East, 60.15 feet, to a point; thence South 82 deg. 36' 07" West, 24.26 feet, to a point; thence North 06 deg. 36' 23" West, 216.76 feet, to a point; thence South 83 deg. 13' 42" West, 217.93 feet, to a point; thence South 09 deg. 43' 01" West, 49.94 feet, to a point; thence South 06 deg. 33' 51" East, 171.42 feet, to a point; thence South 82 deg. 36' 07" West, 92.75 feet, to the point of beginning, containing 62,790 square feet or 1.44 acres, more or less.

(1) Make sure the property description includes property deeded to Association

(2) Prepare [illegible] from Church to Association

(3) Check records, make sure there's a title policy on each parcel.

(4) Get necessary resolution from Quarterly or Annual Conference authorizing [illegible] from Church to Assn.

RECORDERS MEMO
LEGIBILITY OF WRITING, [illegible]
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED