

THIS INSTRUMENT PREPARED BY  
RASS, BERRY & SONS, ATTORNEYS  
FIRST AMERICAN CENTER  
MEMPHIS, TENNESSEE

*File but 16*

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
As to Sites 8, 9, and 10 of Nashboro Village

THIS DECLARATION, made this 26<sup>th</sup> day of April, 1979  
by 2154 Trading Corporation, a New York corporation (hereinafter  
called "Developer");

BOOK 5465 PAGE 561

W I T N E S S E T H:

WHEREAS, Nashboro Village Associates, a Tennessee general  
partnership and joint venture, executed and recorded a "Declaration  
of Covenants and Restrictions" dated June 11, 1974, of record in  
Book 4827, page 14, Register's Office for Davidson County,  
Tennessee; and

WHEREAS, the Declaration establishes certain covenants  
and restrictions applicable to certain tracts of real property  
within the 375-acre development lying in the Second Circuit  
District of Davidson County, Tennessee, described on Exhibit A  
to the Declaration, and commonly known as "Nashboro Village";  
and

WHEREAS, it was contemplated that the Declaration would  
eventually cover most or all of the approximately 375 acres of  
land in Nashboro Village; and

WHEREAS, the Declaration provides in Section 2.02 thereof  
that Nashboro Village Associates, its successors and assigns,  
shall have the right to bring within the scheme of the Declaration,  
additional parcels in Nashboro Village by filing of record a  
Supplemental Declaration of Covenants and Restrictions; and

WHEREAS, it was further provided in Section 2.02 of said  
Declaration that such Supplemental Declaration might contain  
complementary additions and modifications of the covenants and  
restrictions contained in the Declaration as might be necessary to  
reflect the different character of the added properties so long as  
such additions and modifications are not inconsistent with the  
general scheme of the Declaration and so long as such Supplemental  
Declaration does not revoke, modify, or add to, the covenants

established by the Declaration as to that real property covered by the Declaration; and

WHEREAS, Developer is the successor to Nashboro Village Associates; and

WHEREAS, Developer desires to subject to the terms and conditions of said Declaration that portion of Nashboro Village known as Sites 8, 9, and 10, as more specifically described on Exhibit A hereto; and

WHEREAS, Developer desires to establish certain supplemental covenants and restrictions which shall apply only to Sites 8, 9, and 10 on the general plan of development for Nashboro Village, including the requirement that all owners of lots of Sites 8, 9, and 10 be required to be members of a not-for-profit corporation to be known as "Nashboro Village Sites 8, 9, and 10 Homeowners Association," which Developer has caused to be incorporated under the laws of the State of Tennessee;

NOW, THEREFORE, Developer declares that the real property described on Exhibit A hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions, easements, charges and liens, (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

#### ARTICLE I

##### Definitions

The following words, when used in this Declaration shall have the following meanings:

Section 1.01. "By-Laws" means the By-Laws of Nashboro Village Sites 8, 9, and 10 Homeowners Association, as adopted by the Board of Directors of Nashboro Village Sites 8, 9, and 10 Homeowners Association, and as amended from time to time.

Section 1.02. "Common Area" means that area designated as common area, or open space on the Plat of Sites 8, 9, and

10, of record in Book 5200, page 186, Register's Office for Davidson County, Tennessee.

Section 1.03. "Declaration" means the Declaration of Covenant and Restrictions dated June 11, 1974, of record in Book 4827, page 14, Register's Office for Davidson County, Tennessee.

Section 1.04. "Developer" means 2154 Trading Corporation, a New York corporation, its successors and assigns.

Section 1.05. "Lot" shall mean and refer to any lot situated on Sites 8, 9, and 10, designated and intended for use and occupancy as a residence by a single family.

Section 1.06. "Lot Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot. Developer shall be deemed a Lot Owner as long as it is the legal title holder of any Lot.

Section 1.07. ~~Majority of Lot Owners means the owners of more than fifty percent (50%) of the Lots.~~ Majority of Lot Owners means

Section 1.08. "Parcel" or "Sites 8, 9, and 10" means the parcel or tract of real estate described on Exhibit A hereto, submitted to the provisions of this instrument.

Section 1.09. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

Section 1.10. "Plat" means the Plat of Sites 8, 9, and 10, of record in Book 5200, page 186, Register's Office for Davidson County, Tennessee.

Section 1.11. "Sites 8, 9, and 10 Association" shall mean and refer to Nashboro Village Sites 8, 9, and 10 Homeowners Association, a Tennessee not-for-profit corporation, which has as members all owners of Lots located on the Parcel.

Section 1.12. "Sites 8, 9, and 10 Board" means the Board of Directors of Nashboro Village Sites 8, 9, and 10 Homeowners Association.

ARTICLE II

Property Subject to This Declaration

The real property described on Exhibit A hereto, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions of this Supplemental Declaration.

ARTICLE III

Membership and Voting Rights  
in the Sites 8, 9, and 10 Association

Section 3.01. Membership. Every Lot Owner who is subject to assessment shall be a member of the Sites 8, 9, and 10 Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.02. Voting Rights. Members shall be entitled to one (1) vote for each Lot owned.

ARTICLE IV

Property Rights

Section 4.01. Owner's Easement of Enjoyment. Every Lot 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 Sites 8, 9, and 10 Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;
- B. The right of the Site 8, 9, and 10 Association to suspend the voting rights, and right to use of the recreational facilities by a Lot Owner for any period during which any assessment against his

Lot remains unpaid; and for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations; and

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 signed by two-thirds~~  
~~of the Lot Owners agreeing to such dedication or~~  
~~transfer has been recorded.~~

Section 4.02. Delegation of Use. Any Lot Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities, to the members of his family or his tenants who reside on the Lot.

#### ARTICLE V

##### Maintenance Assessments

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned within the Parcel, hereby covenants, and 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 Sites 8, 9, and 10 Association: (i) Annual Assessment or charges, and (ii) Special Assessments, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot 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 Lot at the time when the assessment fell due.

Section 5.02. Purpose of Assessments. The assessments levied by the Sites 8, 9, and 10 Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and Lot Owners, and for the improvement and maintenance of the Common Area.

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Amendment  
# 5-21-50

Section 5.03. 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 \$12.00 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 ten percent (10%) above the maximum Annual 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 more than ten percent (10%) above the maximum Annual Assessment for the previous year by a vote of a majority of the Lot Owners who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Site 8, 9, and 10 Board may fix the Annual Assessment at an amount not in excess of the maximum.

(d) Developer shall pay an Annual Assessment of ten (\$10.00) dollars per Lot per annum for each Lot it owns.

Section 5.04. Special Assessments. In addition to the Annual Assessments authorized above, the Sites 8, 9, and 10 Association may levy in any 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 the capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment

shall have the consent of two-thirds (2/3) of the votes of Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.05. Notice and Quorum For Any Action Authorized Under Sections 5.03 and 5.04. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.03 and 5.04 shall be sent to all Lot Owners not less than fifteen (15) days, nor more than thirty (30) days, in advance of the meeting. At the first such meeting called, the presence of Lot Owners or of proxies entitled to cast twenty-five percent (25%) of all the votes of Lot Owners shall constitute a quorum. If the required quorum is not present, another 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 such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.06. Uniform Rate of Assessment. Subject to the provisions of Section 5.03(d), both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may, in the discretion of the Sites 8, 9, and 10 Board, be collected on a monthly basis.

Section 5.07. Date of Commencement of Annual Assessments, The Annual Assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Sites 8, 9, and 10 Board to be the date of commencement. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Sites 8, 9, and 10 Board 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 Lot Owner subject thereto. The due dates shall be as established by the Sites 8, 9, and 10 Board.

Section 5.08. Effect of Non-Payment of Assessments; the Lien; Remedies of the Sites 8, 9, and 10 Association. Each Assessment not paid within ten (10) days after the due date thereof shall be subject to a late charge in an amount established by the Sites 8, 9, and 10 Board, and the Assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Sites 8, 9, and 10 Association may bring an action at law against the party personally obligated to pay the same. Alternatively, such Assessment, together with late charges, interest, and reasonable attorney's fees incurred by the Sites 8, 9, and 10 Association, shall be a continuing lien on the Lot, which lien may be foreclosed by the Sites 8, 9, and 10 Association.

Section 5.09. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the Lots. 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.

Section 5.10. Certificates. The Sites 8, 9, and 10 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.

~~ARTICLE VII~~

~~Architectural Control~~

~~Section 6.01. No building, fence, wall or other structure shall be commenced, erected, or maintained upon any lot nor~~



~~shall any exterior addition to or change or alteration therein~~  
 be made until plans and specifications showing the nature  
 kind, shape, heights, materials, color, 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 Sites 8, 9,  
 and 10 Board, or any architectural committee composed of  
 three (3) or more representatives appointed by the Sites  
 8, 9, and 10 Board. In the event the Sites 8, 9, and 10  
 Board, or its designated architectural 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 be deemed to have been  
 granted.

#### ARTICLE VII

#### Restrictions

In order to provide an orderly plan of construction and protect the common interest of Lot Owners, the following listed restrictive covenants are hereby adopted and shall be covenants running with the land and shall be binding upon Developer and all subsequent Lot Owners:

Section 6.01. No Lot shall be used other than for residential purposes; provided, however, that the temporary use of a house for a showcase model home or real estate sales office shall not be prohibited.

Section 6.02. No residential structure on any Lot shall be designed, constructed, or used for more than one (1) family.

Section 6.03. No Lot shall be subdivided, altered, or changed so as to produce less area than established by the Plat, unless otherwise approved by the Metropolitan Government of Nashville and Davidson County Planning Commission, and not more than one (1) residential building may be constructed or maintained on any one (1) Lot.

Section 6.04. No noxious or offensive operations shall be conducted or maintained on any Lot, and nothing shall be done on any Lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.

Section 6.05. No poultry, livestock, or animals shall be kept or maintained on any Lot at any time; provided, however, this shall not preclude the keeping of dogs or cats, or other household pets, as such; provided further, however, that nothing shall permit the keeping or raising of dogs, cats, or other animals for commercial purposes.

Section 6.06. No trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No house trailer, vacation trailer, or camper shall be used on a Lot as a residence, temporarily or permanently; nor shall any such trailer or vehicle be stored on any Lot, other than in an approved closed garage.

Section 6.07. No building shall be constructed or maintained on any Lot nearer the front of the Lot than the set-back line, as shown on the Plat or nearer than eight (8) feet to either side line or nearer than fifty (50) feet to the rear line for lots 53 through 59, and twenty (20) feet for all other lots; provided, ~~however, that bay windows or steps shall be permitted to extend in front of the set-back line, so long as the remaining portion of the structure does not violate the set-back line.~~

~~Developer expressly reserves the right, with the approval of the Metropolitan Government of Nashville and Davidson County Planning Commission, to amend or alter the minimum set-back lines as shown on the Plat.~~

Section 6.08. Perpetual easements are reserved over, across and through each Lot, as shown on the Plat, for the construction and maintenance of utilities, such as electricity,

gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easements.

Section 6.09. All Lot Owners shall construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the Plat, in order that the roads or streets which may be affected by such placement or construction may not be disqualified for acceptance into the road system of the Metropolitan Government of Nashville and Davidson County.

Section 6.10. No residence shall be maintained on any Lot unless the same be connected with, and served with, water and sewer from the water and sewer supply mains provided on the Parcel.

Section 6.11. In the event the plans for any structure call for a garage door or doors facing the street, the door or doors shall be designed to coincide with the architectural decor of the structure, and must meet with the approval of Developer. Electric garage door closing mechanisms must be utilized, and the garage door or doors shall be kept closed at all times except when leaving or entering.

Section 6.12. The residence erected on each Lot shall have an attached garage or carport or basement garage, and shall have a minimum finished and heated living area, exclusive of any carport or garage, as follows:

- (a) One story floor plan: 1500 square feet.
- (b) One and one-half story floor plan: 1600 square feet.
- (c) Two story floor plan: 1800 square feet.

Section 6.13. All buildings or structures of any kind constructed on any Lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed above grade level.

Section 6.14. No structure shall be permitted to be transported to and placed or erected on any Lot.

Section 6.15. No clothes line shall be permitted in any yard or attached to the exterior of the residence in any manner. All garbage and trash receptacles shall be concealed underground, or shall be screened so that trash or garbage receptacles cannot be seen from the street or any adjacent lot.

Section 6.16. Overhang easements, as shown on the Plat, shall be for the purpose of permitting overhead wires and cables of public utilities, such as electric, telephone, telegraph, etc.

Section 6.17. Drainage easements as shown on the Plat shall be for the purpose of constructing, maintaining, opening or widening storm drains, and open ditches.

Section 6.18. The right is expressly reserved to Developer and its representatives, successors and assigns, to construct all streets, roads, alleys, or other public ways as now or hereafter may be shown on the Plat, at such grades or elevations as it, in its sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys, or public ways, it additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes in accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads; and no Lot Owner shall have any right of action or claim for damages against anyone on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

Exterior Maintenance

In the event any Lot Owner shall fail to maintain his Lot and the improvements situated thereon in a manner satisfactory to the Sites 8, 9, and 10 Board, the Sites 8, 9, and 10 Association after approval by two-thirds (2/3) vote of the Sites 8, 9, and 10 Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon, the cost of such exterior maintenance to be added to and become part of the Assessment to which such Lot is subject.

ARTICLE IX

Relationship With Nashboro  
Village Homeowners Association

Notwithstanding anything herein contained to the contrary, the provisions of this Supplemental Declaration are supplementary to, and not in lieu of, the provisions of the Declaration. In addition to being members of the Sites 8, 9, and 10 Association, and subject to Assessments as hereinabove set forth, all Lot Owners shall be members of the Nashboro Village Homeowners Association, as set forth in the Declaration, and subject to Assessments and to the other terms and conditions set forth in the Declaration.

ARTICLE X

General Provisions

Section 10.01. Enforcement. The Sites 8, 9, and 10 Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations and charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by the Site 8, 9, and 10 Association or any Lot Owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

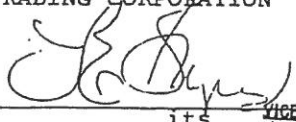
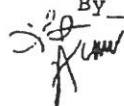
Section 10.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, all of which shall remain in full force and effect.

Section 10.03. Duration. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 10.04. Amendment. This Supplemental 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 percent (75%) of the Lot Owners. No such amendment shall be effective unless recorded in the Office of the Register for Davidson County, Tennessee.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized officers on the date first above written.

2154 TRADING CORPORATION

By  its VICE PRESIDENT  
 DEVELOPER

6632

07/16 54.00- CHECK

BOOK 5465 PAGE 575

STATE OF GEORGIA)  
COUNTY OF DeKalb)

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared C.E. Sayres, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of 2154 TRADING CORPORATION, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal at Atlanta, Georgia, this 5<sup>th</sup> day of June, 1979.

Judith A. Ross  
Notary Public



My Commission Expires:  
Notary Public Georgia State at Large  
My Commission Expires: 9-28-82

JUL 16 1 04 PM '79  
FELIX Z. WILSON II REGISTER  
DAVISON COUNTY, TENN.

IDENTIF. REFERENCE

F.40218

EXHIBIT A

NASHBORO VILLAGE  
SITES 8, 9, & 10

BOOK 5465 PAGE 576

Land in Davidson County, Tennessee, being the same property shown on the Plat of Tracts 8, 9, and 10, of Nashboro Village, of record in Plat Book 5200, page 186, Register's Office for said County, and being more particularly described as follows:

BEGINNING AT A POINT IN THE SOUTH BOUNDARY LINE OF THE NASHBORO GOLF COURSE AND THE NORTHEAST CORNER OF THE MARY A. DOUGLAS, TRUSTEE PROPERTY (BK. 1300, PAGE 580, R.O.D.C.), SAID POINT BEING THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, WITH THE SOUTH BOUNDARY LINE OF THE NASHBORO GOLF COURSE, S 86° 41' 09" E, 344.83' TO A POINT IN THE WEST MARGIN OF FLINTLOCK COURT;

THENCE, WITH SAID COURT HAVING A CURVE TO THE RIGHT WITH RADIUS OF 75.00' AND CORD OF S 34° 47' 43" W, 39.79' AN ARCH DISTANCE OF 40.27' TO A POINT;

THENCE, WITH A CURVE TO THE LEFT HAVING A RADIUS OF 50.00', A DISTANCE OF 161.98' TO A POINT IN THE SOUTH BOUNDARY LINE OF THE NASHBORO GOLF COURSE;

THENCE, LEAVING SAID FLINTLOCK COURT ALONG THE SOUTH BOUNDARY LINE OF SAID GOLF COURSE, S 45° 27' 00" E, 151.45' TO A POINT;

THENCE, S 55° 19' 48" E, 634.82' TO A POINT;

THENCE, N 59° 37' 16" E, 192.04' TO A POINT;

THENCE, N 71° 37' 06" E, 465.00' TO A POINT;

THENCE, N 81° 58' 26" E, 195.00' TO A POINT;

THENCE, N 53° 01' 26" E, 158.00' TO A POINT IN THE NORTHWEST CORNER OF LOT #599, EDGE-O-LAKE ESTATES, SECTION #13, (BOOK 4175, PAGE 33, R.O.D.C.);

THENCE, WITH THE SOUTHWEST BOUNDARY LINE OF LOT #592, S 46° 49' 42" E, 54.50' TO A POINT;

THENCE, CONTINUING WITH SAID LOT #592, S 45° 04' 17" E, 22.00' TO A POINT IN THE NORTH MARGIN OF MOSSDALE DRIVE;

THENCE, WITH A LINE CROSSING MOSSDALE DRIVE AND ALONG THE NORTHWEST BOUNDARY LINE OF LOT #598, S 44° 55' 38" W, 195.00' TO A POINT, BEING THE NORTHWEST CORNER OF LOT #598;

THENCE, WITH THE SOUTHWEST BOUNDARY LINES OF LOTS #598 & 597, S 43° 28' 42" E, 150.99' TO A POINT, BEING THE NORTHWEST CORNER OF LOT #596;

THENCE, WITH THE SOUTHWEST BOUNDARY LINES OF LOTS #596, 595, 594, 593, 592, AND A PORTION OF LOT #591, S 35° 18' 19" E, 519.79' TO A POINT IN THE SOUTHWEST BOUNDARY LINE OF LOT #591;

THENCE, LEAVING LOT #591, S 82° 28' 47" W, 239.50' TO A POINT IN THE EAST MARGIN OF SOMERSET DRIVE;

THENCE, CROSSING SOMERSET DRIVE, N 84° 06' 03" W, 53.40' TO A POINT IN THE WEST MARGIN OF SOMERSET DRIVE, AND BEING THE NORTH CORNER OF LOT #329, EDGE-O-LAKE ESTATES, SECTION #9 (RECORDED 6/23/67 BOOK 3700, PAGE 131, R.O.D.C.);

THENCE, CROSSING SOMERSET DRIVE, AND BEING THE NORTH CORNER OF LOT #329, EDGE-O-LAKE ESTATES, SECTION #9 (RECORDED 6/23/67 BOOK 3700, PAGE 131, R.O.D.C.);



THENCE, WITH THE NORTH BOUNDARY LINE OF LOT #329, S 75° 31' 31" W, 144.38' TO A POINT IN THE NORTHWEST CORNER OF LOT #329, SAID POINT IN THE NORTHEAST BOUNDARY LINE OF LOT #334;

THENCE, WITH THE NORTHEAST BOUNDARY LINE OF LOT #334, N 35° 10' 58" W, 65.78' TO A POINT IN THE NORTH CORNER OF LOT #334 AND THE EAST CORNER OF LOT #2, EDGE-O-LAKE ESTATES, SECTION #9A (RECORDED BOOK 4660, PAGE 82, R.O.D.C.);

THENCE, WITH THE NORTHEAST BOUNDARY LINE OF LOT #2, N 61° 03' 47" W, 82.12' TO A POINT BEING THE NORTHWEST CORNER OF LOT #2 AND THE EAST CORNER OF LOT #3;

THENCE, WITH THE NORTHEAST BOUNDARY LINE OF LOT #3, N 48° 00' 41" W, 80.00' TO A POINT IN THE NORTH CORNER OF LOT #3;

THENCE, WITH THE NORTHEAST BOUNDARY OF LOT #3, S 41° 53' 30" W, 129.84' TO A POINT IN THE EAST CORNER OF LOT #3 AND THE NORTHEAST MARGIN OF MESA DRIVE;

THENCE, WITH THE MARGIN OF MESA DRIVE, N 48° 00' 41" W, 41.76' TO A POINT;

THENCE, CROSSING MESA DRIVE AT ASKEW, N 84° 21' 12" W, 84.64' TO A POINT IN THE SOUTH MARGIN OF SAID DRIVE;

THENCE, WITH THE SOUTH MARGIN OF MESA DRIVE, S 48° 00' 41" E, 139.18' TO A POINT IN THE NORTH CORNER OF LOT #336, EDGE-O-LAKE ESTATES, SECTION #9 (RECORDED 6/23/67 BOOK 3700, PAGE 131, R.O.D.C.);

THENCE, WITH THE NORTHWEST BOUNDARY LINE OF LOT #336, S 41° 50' 23" E, 134.14' TO A POINT IN THE EAST CORNER OF LOT #336;

THENCE, WITH THE SOUTHWEST BOUNDARY LINE OF LOT #336, S 48° 09' 24" E, 17.98' TO A POINT IN THE NORTH CORNER OF LOT #4, EDGE-O-LAKE ESTATES, SECTION #9A (RECORDED BOOK 4660, PAGE 82, R.O.D.C.);

THENCE, WITH THE NORTHEAST BOUNDARY LINE OF LOT #4, S 41° 50' 36" W, 134.25' TO A POINT IN THE EAST MARGIN OF RAVINE DRIVE;

THENCE, WITH THE EAST MARGIN OF RAVINE DRIVE, S 48° 09' 24" E, 36.47' TO A POINT;

THENCE, WITH A LINE CROSSING RAVINE DRIVE AT ASKEW, N 85° 45' 04" W, 81.95' TO A POINT IN THE WEST MARGIN OF SAID DRIVE;

THENCE, WITH THE WEST MARGIN OF RAVINE DRIVE, S 48° 09' 24" E, 37.49' TO A POINT IN THE NORTH CORNER OF LOT #356, EDGE-O-LAKE ESTATES, SECTION #6 (RECORDED 7/1/65 BOOK 3700, PAGE 15, R.O.D.C.);

THENCE, WITH THE NORTHWEST BOUNDARY LINE OF LOT #356, S 41° 50' 36" E, 147.50' TO A POINT IN THE WEST CORNER OF LOT #356 AND IN THE NORTHEAST BOUNDARY LINE OF LOT #374;

THENCE WITH THE NORTHEAST BOUNDARY LINE OF LOTS #374, 375, AND 376, N 48° 09' 24" W, 189.48' TO A POINT IN THE NORTH CORNER OF LOT #376;

THENCE, WITH THE NORTHWEST BOUNDARY LINE OF LOT #376, S 44° 30' 30" W, 87.52' TO A POINT IN THE WEST CORNER OF LOT #376 AND THE EAST CORNER OF LOT #377;

THENCE, WITH THE NORTH BOUNDARY LINE OF LOT #377, N 75° 02' 58" W, 150.29' TO A POINT IN THE NORTHWEST CORNER OF LOT #377 AND THE WEST BOUNDARY LINE OF LOT #379, SAID POINT ALSO BEING THE CENTERLINE OF SHREWOOD DRIVE, CLOSED 4/2/74 BY METRO COUNCIL BILL 74-901;

THENCE, WITH THE EAST BOUNDARY LINE OF LOT #379, N 14° 57' 02" E, 25.00' TO A POINT IN THE NORTHEAST CORNER OF LOT #379;

THENCE, WITH THE NORTH BOUNDARY LINE OF LOT #379, N 75° 02' 58'' W, 140.84' TO A POINT IN THE NORTHWEST CORNER OF LOT #379 AND THE EASTERN-MOST CORNER OF LOT #380;

THENCE, WITH THE NORTHEAST BOUNDARY LINE OF LOT #380, N 41° 35' 27'' W 13.18' TO A POINT IN THE NORTHWEST CORNER OF LOT #380;

THENCE, WITH THE NORTH BOUNDARY LINE OF LOTS #380, 381, 382, 383, 384, 385, 386, 388, N 85° 53' 27'' W, 852.86' TO A POINT IN THE END OF DEERPATH DRIVE, RIGHT-OF-WAY, BEING THE SOUTHWEST CORNER OF THE MARY A. DOUGLAS, TRUSTEE PROPERTY;

THENCE, WITH DOUGLAS'S EAST BOUNDARY LINE, N 02° 23' 16'' E, 219.01' TO A POINT;

THENCE, N 3° 00' 22'' E, 933.64' TO THE POINT OF BEGINNING;

CONTAINING 40.26 ACRES MORE OR LESS.

BEING part of the same property conveyed to 2154 Trading Corporation by Special Warranty Deed from The Nashboro Village Company, a Georgia general partnership composed of Horne & Associates, Inc., a Georgia corporation, and Recreational Development, Inc., a Tennessee corporation, of record in Book 4981, page 414, Register's Office for Davidson County, Tennessee, title to said property having theretofore been vested in 2154 Trading Corporation and The Nashboro Village Company as tenants in common pursuant to Notice of Termination and Dissolution of Partnership of record in Book 4981, page 409, said Register's Office.