


Charlie Hanger

THIS INSTRUMENT PREPARED BY:

Boult Cummings Conners Berry, PLC (CSS)
1600 Division Street, Suite 700
Nashville, Tennessee 37203

Davidson County REST
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20051103-0133346

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE VILLAGE AT SOUTH SHORE HOMEOWNERS' ASSOCIATION, INC.**

THIS Declaration of Covenants, Conditions and Restrictions for THE VILLAGE AT SOUTH SHORE HOMEOWNERS' ASSOCIATION, INC. is made and entered into by CMH PARKS, INC., hereinafter referred to as the "Declarants".

WITNESSETH:

WHEREAS, the Declarants are the record owners and holders of the legal title in and to certain property situated in Davidson County, Tennessee, and more particularly described on Exhibit "A" attached (hereinafter referred to as the "Property"); and,

NOW THEREFORE, Declarants 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 therein, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, the Declarants declares as follows:

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to The Village at South Shore Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" (also referred to herein as "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" (or "Property") shall mean and refer to that certain real property described on Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements and amenities thereto) owned or controlled by the Association for the common use and enjoyment of the owners. Each Owner shall have an easement in common with the Owners of all other Lots to use all of the common elements located in and serving his or other Lots. The Association may, but is not obligated to, install a park, as part of the Common Area. The Common Area shall also include Lot No. 146 and any other Lot which is unbuildable because of sinkholes or similar conditions.

Section 5. "Development Area" shall mean and refer to the Property together with any land contiguous thereto added to the Property pursuant to Article 2 of this Declaration.

Section 6. "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, (and where the context indicates any improvement thereto).

Section 7. "Declarants" shall mean and refer to **CMH PARKS, INC.**, its successors and assigns.

Section 8. "Eligible Mortgage Holders" shall mean those holders of a first mortgage on a Lot who have requested in writing the Association to notify them on any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 9. "By-Laws" shall mean the By-Laws of The Village at South Shore Homeowners' Association, Inc., attached hereto as Exhibit "B" and made a part hereof. All provisions contained in the body of this Declaration of Covenants, Conditions and Restrictions of The Village at South Shore Homeowners' Association, Inc. dealing with the administration and maintenance of the Properties shall be deemed to be part of the By-Laws.

Section 10. [INTENTIONALLY DELETED].

Section 11. [INTENTIONALLY DELETED].

Section 12. "Parcel" means any part of the Development Area that is subject to the same Supplemental Declaration or is declared by Declarants to constitute a "Parcel".

Section 13. "Paths" means those walkways and/or bikeways installed pursuant to Article 3 and such other real estate or interest therein as is conveyed or granted to the Association for the purpose of being used for walkways and/or bikeways.

Section 14. "Plat" means a final secondary plat of a portion of the Development Area recorded in the Office of the Register of Deeds of Davidson County, Tennessee.

Section 15. "Supplemental Declaration" shall mean a Supplemental Declaration of Covenants and Restrictions for any Parcel within the Development Area and any Plat or other supplementary declaration of covenants, conditions or restrictions which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental

Declaration to a Parcel and contains such complementary or supplementary provisions for such Parcel as are required or permitted by this Declaration.

ARTICLE II
ADDITIONS TO THE PROPERTY

Section 1. Additions to the Property. Declarants shall have the right to bring within the scheme of this Declaration and add to the Property real estate that is a part of the Development Area or that is contiguous to the Development Area. In determining contiguity, public rights of way shall not be considered.

Section 2. The additions authorized under this Articles 2 shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate. For purposes of this Article 2, a Plat depicting a portion of the Development Area shall be deemed a Supplemental Declaration.

Section 3. As each new Plat is added to the Property, the Lots in each new Plat shall be entitled to the votes in the Association as set forth in Article VI below.

ARTICLE III
PATHS

Declarants may, but are not obligated to, install the Paths at the approximate locations depicted on any Plat and may reserve easements for such purpose over and across Lots. If installed, the Association shall operate and maintain the Paths and the maintenance costs thereof shall be assessed as a general assessment against all Lots subject to assessment. The Board of Directors may adopt such rules and regulations with respect to the use of the Paths as it may deem appropriate including but not limited to the prohibition of the use of all or some of the Paths by bicycles, skateboards and/or motorized or non-motorized vehicles.

ARTICLE IV
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 right to use 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 up to sixty (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.

Section 2. Encroachments. If any portions of the Common Area shall actually encroach upon any Lot, or if any Lot shall actually encroach upon any portions of the Common Area, as the Common Areas and Lots are shown on the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Areas and the respective Lot Owners involved, to the extent of such encroachments, so long as the same shall exist.

ARTICLE V
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 shall 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 Declarants, 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 Declarants and they shall be entitled to three (3) 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) Within ten (10) years from the conveyance of the first Lot to an Owner.

ARTICLE VI
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned within the Properties hereby covenant, 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 Association:

(1) annual assessments or charges, and 2) special assessments for maintenance and 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 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. 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 health, safety and welfare of the residents in the Properties, for the improvements, insurance and maintenance of amenities and the Common Areas and to maintain an adequate reserve fund to provide for necessary repair and/or replacement of improvements to the Common Areas and for such other purposes as the Association shall deem to be in the best interests of the Owners.

Section 3. Maximum Annual Assessment.

- (a) The Board of Directors shall fix the annual assessment.
- (b) Without limiting any provision hereof, the annual assessments shall be used for, and allocated for, reasonable amounts for maintenance of the private roadways, maintenance and repair of the Common Areas, taxes, insurance and other miscellaneous expenses.

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 financial needs, including, but not limited to, 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 two-thirds (2/3rds) of the total allocated votes in the Association (and if applicable, the assent of fifty-one (51%) percent of Eligible Mortgage Holders as established by the Association by-Laws) 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 Sections 3 or 4 shall be sent to all members (and Eligible Mortgage Holders, if applicable) not less than thirty (30) days nor more than sixty (60) days in advance of the 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 at a frequency to be determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the day of the month of the conveyance to the Lot Owner(s) from the Declarants. The first annual assessment shall be adjusted 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 (or a designated agent) 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. Working Capital Fund. In order to insure that the Association will have funds to meet initial or unforeseen expenditures; purchase additional equipment and/or secure services, the Declarants shall establish a working capital fund equal to at least two-twelfths (2/12) of the initial annual assessment for common expenses for each Lot which shall be collected at the initial sale of the lot. Each Lot's share of the working capital fund shall be collected at the time the sale of the Lot is closed or upon the termination of the Class B membership in the Association as recited in Article 3, whichever is earlier. The Declarants may not use any of the working capital fund to defray its expenses, reserve contributions construction costs or to make up budget deficits. The working capital fund shall not be considered as advance payment of regular assessments and shall be maintained by the Association in a segregated fund. After the termination of the Class B membership (and only to the Lots still owned by Declarants) when Lots are sold, the Declarants may use working capital funds collected at closing to reimburse itself for funds Declarants paid to the Association for each unsold Lot's share of the working capital fund.

Section 9. Subordination of the Lien to Mortgages. The lien for assessments payable by a Lot Owner shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Lot Owner, except for the amount of the proportionate share of common

expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. This Section shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

Section 10. Effect of Delinquent and/or Nonpayment of Assessments: Remedies of the Association. Any assessment paid more than fifteen (15) days after the due date shall be subject to and include a "late charge", as determined by the Association, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any assessment not paid within thirty (30) days after the due date shall bear interest at the highest permissible rate of interest per annum allowed under the laws of the State of Tennessee. Any and all delinquent assessments shall constitute a continuing lien against the Lot and improvements thereon. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. Declarants and the Owner of each Lot hereby appoint Gib Catron as trustee with power of sale, to enforce the lien created herein (and for such purpose hereby grants, bargains, sells and conveys each Lot to Trustee with power of sale, in trust for the sole purpose of enforcing said lien). The Board of Directors of the Association shall have the authority to appoint a substitute trustee at any time with or without cause. The Association,

acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Improvements. No building, fence, wall, radio towers, satellite dishes, parking pads, patios, driveways or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration (including painting or re-painting) therein be made until the plans and specifications showing the nature, kind, shape, height, 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. All matters submitted to the Architectural Review Committee shall be decided and announced in writing within twenty-one (21) days after submission by the Owners or builders. Satellite dishes shall only be permitted in the backyards of any Lot.

Section 2. Vehicle Storage. Recreation vehicles, boats and trailers must be parked on paved surfaces that are approved by the Architectural Review Committee, and these vehicles must be screened from sight. Screening must be approved by the Architectural Review Committee.

Section 3. Architectural Review Committee Membership. The Architectural Review Committee shall be composed of no less than three (3) representatives appointed by the Board. Board members may serve on the Architectural Review Committee. All matters submitted to the Architectural Review Committee shall be decided and announced in writing within twenty-one (21) days after submission to the Owners or builders.

(a) The Architectural Review Committee shall serve for ten (10) years from the date of the filing of this Declaration. Provided, however, the Board of Directors of the Association shall have the right to replace or remove members at any time.

(b) For the purpose of assuring the maintenance of the Lots as a neighborhood of high standards, the Declarants hereby adopts the following standards for architectural control. The Committee shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use thereof inharmonious with the structures located upon other Lots within the neighborhood.

ARTICLE VIII INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or

damage by fire or other hazards and casualties for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable with the Association as the owner and beneficiary of such insurance. The Association shall also maintain adequate liability insurance and fidelity bond coverage as may be required and/or directed by underwriting guidelines established by the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Housing Administration (FHA) and/or the Veterans Administration (VA). The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the common assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Assessments made against such Lot Owner.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 4. In the event of a taking of part of the Common Areas in condemnation or by eminent domain, the award ("Award") made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion approve the repair and restoration of such Common Areas, the Board shall arrange for the repair and restoration of such Common Areas, and the Board shall disburse the proceeds of such awards to the Contractors engaged in such repair and restoration in appropriate progress payments. In the event the Board does not approve the repair and commencement of restoration of such Common Areas within one hundred twenty (120) days after the payment of the Award, the Board shall disburse the net proceeds of such award on an equal basis to each record Lot Owner (and any mortgagee having a security interest in said Lot).

ARTICLE IX
ADDITIONAL RESTRICTIONS

Section 1. Enforcement. The Property shall be used only for residential and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarants, all as may more particularly be set forth in this Declaration or amendments hereto).

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Property in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on any private roads within the Property. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or

special meeting of the Association by the vote of a majority of the total Class A members and by concurring vote of the Class B member(s), so long as such membership shall exist.

Section 2. Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view on any Lot or portion of the Common Area, except for (1) directional or informational signs, established by the Association, and (2) signs not in excess of three (3) square feet per side erected by an Owner upon that Owner's Lot to advertise the sale or lease of that Lot. The Association shall have the right to remove any unapproved sign, advertisement, billboard or structure that is placed on the Property without notice, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 3. Construction of Residence.

(a) Each residence shall be single family homes only. All house plans and plans for out buildings must be approved by the Architectural Review Committee. All out buildings, shops, etc. must be located at the rear of house. All fencing shall be limited to rear yard areas. Each residence constructed in the Development Area shall contain at least 1150 square feet of living area. For this purpose, the term "living area" shall exclude basements, garages, porches, breezeways, terraces, balconies, decks, and similar appurtenances. All homes shall have exteriors which are approved in writing by the Architectural Review Committee.

(b) All construction of homes shall be completed within 12 months of starting, unless approved in writing from the Architectural Review Committee.

(c) No parking of buses, heavy equipment, trucks for hire, tractors or trailers shall be permitted without Association approval and no parking on the streets shall be allowed.

(d) All homes shall comply with any sprinkler code or similar requirements adopted by the State of Tennessee and the Metropolitan Government of Nashville and Davidson County, Tennessee.

(e) All driveways shall be finished in an attractive first-class manner and shall consist of a hard surface, concrete or asphalt material.

(f) All mailboxes shall be finished in an attractive first-class manner and shall be subject to the prior approval of the Architectural Review Committee and consistent with the other mail boxes in the development.

Section 4. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto that govern the conduct of Owners and that provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declarations, By-Laws, and rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulation adopted pursuant thereto.

Section 5. Animals and Pets. No animals, livestock, poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that a reasonable number of dogs, cats or other usual and common household pets are permitted. No pets are permitted to roam free. At the sole discretion of the Association, pets that endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Property, shall not be allowed and shall be removed upon the request of the Board; if the

owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times, whenever they are outside, be confined on a leash held by a responsible person. All dog kennels shall be kept to the rear of property and shall be concealed by privacy screening or shrubbery. No wild animals shall be permitted. Provided, the Board shall have the right to establish rules for the reasonable equestrian use of portions of the Common Areas.

Section 6. Special Provisions Regarding Lots Leased by Declarants and Lot No. 146.

(a) Certain of the Lots are presently leased by Declarants to third parties. To the extent any of the provisions of the existing leases are inconsistent with the provisions of these Declaration, the provisions of the existing leases shall govern. As the existing leases expire, new leases (or amendments or extensions of existing leases) shall be subject to these Declarations.

(b) Lot No. 146 is presently unbuildable because of certain subsurface conditions existing thereon. Lot No. 146 shall become part of the Common Area and the Association shall be responsible for insuring this lot. Notwithstanding any other provision contained therein to the contrary, Declarants and the Association reserve the right to fence and take any other measures reasonably necessary to protect members of the public from any dangers which may be created by such subsurface conditions and to prevent Owners' guests or invitees from obtaining access to such lot.

Section 7. Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy conditions or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any

noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, offensive activity, or unlawful trade shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

Section 8. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices (or the storage or parking of inoperative motor vehicles or devices) which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

Section 9. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarants, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarants. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Tents, Trailers and Temporary Structures. Except as may be required during initial construction with the Property, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or any part of the Property.

Section 11. Drainage and Sewer Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No one other than Declarants may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarants hereby reserves a perpetual easement across the Property for the purpose of altering drainage and water flow.

ARTICLE X
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. Costs of enforcement (including attorney' fees) shall be paid by the Owner violating such restrictions, conditions, covenants and/or reservations. The Board of Directors of the Association shall have the right to establish fines for the violation of these covenants.

Section 2. Severability. Invalidation of any one of these 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. Amendments. The covenants, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions of shall run with and bind the land and shall be amended as provided in the By-Laws attached hereto as Exhibit "B". Declarants hereby reserve the right unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration during the period continuing two (2) years from the date each Plat

is recorded. Such amendments shall be in writing, executed by Declarants, and recorded with the Register of Deeds of Davidson County, Tennessee. No such amendment, however, shall restrict or diminish materially the rights or increase or expand materially the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or materially and adversely affect the rights and interests of Mortgagees holding first mortgages on Lots at the time of such amendment. Declarants shall give notice in writing to such Owners and Mortgagees of any amendments. Declarants shall not have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Declarants have previously conveyed without the consent of the Owner of such Lot.

Section 4. FHA/VA Approval. If the Directors of the Association have secured Federal Housing Administration ("FHA") and/or Veterans Administration ("VA") approval and as long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA if required by applicable law: Amendment of these Declaration of Covenants, Conditions and Restrictions; mergers and consolidation of the Association, mortgaging of Common Area, dedication of common area and dissolution of the Association.

Section 5. Common Area. Any Common Area established by an adopted by any Plat shall be subject to the following:

(a) The Davidson County Planning Commission may require that the landowner provide for and establish an organization for the ownership and maintenance of any Common Area, and such organization shall not be dissolved nor shall it dispose of any Common Area, by sale or otherwise (except to an organization conceived and established to own and maintain the Common Area), without first offering to dedicate the same to the Metropolitan

Government for Nashville and Davidson County, Tennessee and the said dedication be approved by the Davidson County 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 Area, or any successor organization, shall at any time fail to maintain the Common Area 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 of The Village at South Shore Homeowners' Association, Inc. 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 Area for a period of one (1) year. When the zoning administrator determines that the organization is not prepared for the maintenance for the Common Area such agency shall continue maintenance for yearly periods.

(c) The cost of such maintenance by such agency shall be assessed proportionately against the Lots within The Village at South Shore Homeowners' Association, Inc. that have a right of enjoyment of the Common Area, and shall become a lien on said Lots.

Section 6. Captions. The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

Section 7. Gender. The use of the masculine gender in this Declaration and in the By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

IN WITNESS WHEREOF the undersigned being the Declarants herein, has hereto set his hand this the 1 day of November, 2005.

CMH PARK, INC.

By: [Signature]
Title: Regional Manager

STATE OF TENNESSEE
COUNTY OF Davidson }

Before me, Dolley N. Rennie the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gib Catron, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the regional manager of CHM Park, Inc. the within named bargainor, a Tennessee corporation, and that as such regional manager of the corporation, he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such regional manager.

WITNESS my hand and seal at office in Nashville Tennessee, this the 15th day of November, 2005.

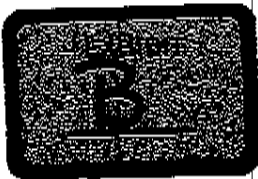


Dolley N. Rennie
Notary Public
My Commission Expires: 5/28/06

EXHIBIT A

Certain real property located in Davidson County, Tennessee, being more particularly described as the real property shown on that certain subdivision plat of South Shore Section 1 Phase I. Said plat being of record as instrument no. 20020624-0075604. Further being real property shown on that subdivision plat of South Shore Section 1, Phase II. Said plat being of record as instrument no. 20050210-0015592, Register's Office for Davidson County, Tennessee.

Section 1, Phase I containing 84 residential lots and Section 1, Phase II containing 51 residential lots. Being the same property conveyed to CMH Parks, Inc. by deed of record as instrument no. 2000061559555, Register's Office for Davidson County, Tennessee.



THIS INSTRUMENT PREPARED BY:

Boult Cummings Conners Berry, PLC (CBS)
1600 Division Street, Suite 700
Nashville, Tennessee 37203

**BY-LAWS OF
THE VILLAGE AT SOUTH SHORE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is The Village at South Shore Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal address of the corporation shall be located at c/o CMH Parks, Inc.; 316 South Shore Drive; Antioch, Tennessee 37013, but meetings of members and directors may be held at such places within the State of Tennessee as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to The Village at South Shore Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" (also referred to herein as "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" (or "Property") shall mean and refer to that certain real property described on Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean all real property (including the improvements and amenities thereto) owned or controlled by the Association for the common use and enjoyment of the owners. Each Owner shall have an easement in common with the Owners of all other Lots to use all of the common elements located in and serving his or other Lots. The Association may, but is not obligated to, install a park, as part of the Common Area. The Common Area shall also include Lot No. 146 and any other Lot which is unbuildable because of sinkholes or similar conditions.

Section 5. "Development Area" shall mean and refer to the Property together with any land contiguous thereto added to the Property pursuant to Article 2 of this Declaration.

Section 6. "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 (and where the context indicates any improvement thereto).

Section 7. "Declarants" shall mean and refer to **CMB PARKS, INC.**, its successors and assigns.

Section 8. "Eligible Mortgage Holders" shall mean those holders of a first mortgage on a Lot who have requested in writing the Association to notify them on any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 9. "By-Laws" shall mean these By-Laws of The Village at South Shore Homeowners' Association, Inc. All provisions contained in the body of the Declaration of Covenants, Conditions and Restrictions of The Village at South Shore Homeowners'

Association, Inc. dealing with the administration and maintenance of the Properties shall be deemed to be part of the By-Laws.

Section 10. [INTENTIONALLY DELETED].

Section 11. [INTENTIONALLY DELETED].

Section 12. "Parcel" means any part of the Development Area that is subject to the same Supplemental Declaration or is declared by Declarants to constitute a "Parcel".

Section 13. "Paths" means those walkways and/or bikeways installed pursuant to Article 4 and such other real estate or interest therein as is conveyed or granted to the Association for the purpose of being used for walkways and/or bikeways.

Section 14. "Plat" means a final secondary plat of a portion of the Development Area recorded in the Office of the Register of Deeds of Davidson County, Tennessee.

Section 15. "Supplemental Declaration" shall mean a Supplemental Declaration of Covenants and Restrictions for any Parcel within the Development Area and any Plat or other supplementary declaration of covenants, conditions or restrictions which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to a Parcel and contains such complementary or supplementary provisions for such Parcel as are required or permitted by this Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular

annual meeting of the Members shall be held within ten (10) working days of the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors or upon written request of the Members who are entitled to vote, by fifty-on (51%) percent of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, of not less than ten (10) nor more than twenty (20) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

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

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors made up of five (5) directors, who need not be Members of the Association. The initial directors shall be appointed by the Declarants and shall serve in said capacity until the selection of their successors, which after the termination of the Class B membership may only be an Owner.

Section 2. Term of Office. At the first annual meeting the Members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect the respective replacement directors for a term of three (3) years.

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

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

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

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors two (2) months prior to each annual meeting of the Members, to serve until two (2) months prior to the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members.

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

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) Suspend the voting right and right to use of the Common Area facilities of a Member during any period in which such Member shall be in default in the payment of any

assessment levied by the Association. Such rights may also be suspended and reasonable financial assessments levied for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;

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

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

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by fifty-one (51%) percent of the Class A Members who are entitled to vote;

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

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

(i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

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

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

(e) Procure and maintain adequate casualty and liability insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as may be mandated by underwriting guidelines established by the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Housing Administration (FHA), and/or the Veterans Administration (VA); and

(g) Cause the Common Area and amenities to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be chosen by the Board of Directors and shall include a president and vice-president, who shall at all times

be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until a successor is chosen if not otherwise removed, or otherwise disqualified to serve.

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

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

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

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

Section 8. Duties. the duties of the officer of the Association are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks in an amount in excess of \$5,000.00 and promissory notes.

Vice-President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

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

expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

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

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member upon five (5) business days prior notice. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully described in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessment paid more than fifteen (15) days after the due date shall be subject to and include a "late charge", as determined by the Association, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any assessment not paid within thirty (30) days after the due date shall bear interest at the highest permissible rate of interest per annum allowed under the laws of the State of Tennessee. Any and all delinquent assessments shall constitute a continuing lien against the Lot and improvements thereon. The Association may bring an action at law or equity against the

Owner(s) personally obligated to pay the assessments and/or foreclose the lien against the property. Should enforcement be necessary, the Owner(s) shall be obligated to pay costs and attorney's fees associated therewith. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, subject to Section 3 below. Any proposed amendment to these By-Laws shall require written notice of the proposed amendment to be delivered to Members of the Association in writing at least fifteen (15) days prior to any meeting at which the subject amendment will be considered.

Section 2. The covenants, conditions and restrictions of the Declaration shall run and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. The said Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty percent (60%) of the Members and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Members. Any amendment to the said Declaration must be recorded and shall be subject to Section 3 below.

Section 3. Mortgage Approvals. Any and all amendments eligible for approval in Section 1 and Section 2 of this Article shall be subject to the following conditions and restrictions:

(a) As long as there is a Class B membership and any Eligible Mortgage Holder is the holder of any FHA or VA insured mortgage, the following actions will require the prior approval of the Federal Housing Administration (FHA) and/or the Veterans Administration (VA); Amendments to the Declaration of Covenants, Conditions and Restrictions.

(b) Amendments of a material nature must be agreed to by Members who represent at least sixty-seven percent (67%) of the total allocated votes in the Association. In addition thereto, approval must be obtained from Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of Lots that are subject to mortgages held by eligible holders (eligible mortgage holders shall be defined as those holders of a first mortgage on a Lot who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders). A change to any of the following shall be considered under this Section as material:

- (1) Voting Rights.
- (2) Assessments, assessment liens, or the priority of assessment liens.
- (3) Reserves for maintenance, repair and replacement of Common Areas.
- (4) Responsibility for maintenance and repairs.
- (5) Reallocation of interests in the Common Areas or right to their use.
- (6) Redefinition of Lot boundaries.
- (7) Conversion of Lots into Common Areas or vice versa.

- (8) Insurance or fidelity bond changes.
- (9) Leasing of Lots.
- (10) Imposition of any restriction on a Lot Owner's right to sell or transfer his or her property.
- (11) A decision by the Association to establish self-management when professional management has been required previously by the projects documents or by an eligible mortgage holder.
- (12) Restoration and repair of the project (after a hazard damage or partial condemnation), in a manner other than specified in the project documents.
- (13) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs.
- (14) Any provisions that expressly benefit mortgage holders, insurers or guarantors.

Notwithstanding any provision hereof to the contrary, the failure of any Eligible Mortgage Holder or Member to respond, within thirty (30) days, to a request for consent to an amendment shall be considered as a vote in favor of such amendment.

Section 4. Condemnation and Termination. Should the Lot Owners consider termination of the legal status of the Association for any reason other than the substantial destruction or condemnation of the Association property, Eligible Mortgage Holders, as heretofore defined, that represent at least sixty-seven percent (67%) of the votes of the

mortgaged Lots must agree to said termination of said legal status. Each Eligible Mortgage Holder shall be given written notification of said intent to terminate the legal status of the Association and shall have thirty (30) days in which to respond to said notice. An Eligible Mortgage Holder who fails to submit a response to said written proposal for amendment within thirty (30) days after it receives proper notice of the proposal shall be deemed to assent to said amendment, providing that said notice was delivered by certified or registered mail, with a return receipt requested.

ARTICLE XIV
MISCELLANEOUS

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

EXHIBIT A

Certain real property located in Davidson County, Tennessee, being more particularly described as the real property shown on that certain subdivision plat of South Shore Section I Phase I. Said plat being of record as instrument no. 20020624-0075604. Further being real property shown on that subdivision plat of South Shore Section 1, Phase II. Said plat being of record as instrument no. 20050210-0015592, Register's Office for Davidson County, Tennessee.

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