

This Instrument was Prepared BY: Gail P. Pigg, Attorney
916 J. C. Bradford Building
Nashville, Tennessee

BOOK 4661 PAGE 334

ADDRESS NEW OWNERS AS FOLLOWS	SEND TAX BILLS TO	MAP & PARCEL NO.
River Plantation (Section Two) a Condominium	SAME	142
c/o Haury and Smith Contractors Inc.		171
2033 Richard Jones Road Nashville, Tennessee 37215		PW

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF
RIVER PLANTATION (SECTION TWO)

THIS MASTER DEED is made this 22nd day of November,
1972, by HAURY & SMITH CONTRACTORS, INC. (herein called "DEVELOPER"),
for itself, its successors or assigns, wherein the Developer makes
the following declarations and submissions.

1. PURPOSE. The purpose of this Master Deed is to submit the
land described in Schedule "A" attached hereto and made a part hereof,
(sometimes referred to herein as "Tract A"), and the improvements
thereon to the regime established by Chapter 27 of Title 64 of Ten-
nessee Code Annotated, thereby establishing a horizontal property
regime; reserving for the Developer, however, perpetual easements
in the land for the purpose of using the land area of the property
in conjunction with the adjoining acreage described in Schedule "B"
hereto (sometimes referred to as "Tract B"), if and when acquired
by Developer, to satisfy existing or future zoning law requirements
relating to the ratio of land or lot area to family units and for
the other purposes hereinafter stated.

2. NAME AND ADDRESS. The name by which this horizontal
property regime is to be identified is RIVER PLANTATIONS (SECTION TWO),
a condominium, and its address is the southwest corner of the
intersection of U. S. Highway 70 and Sawyer Brown Road, Bellevue,
Davidson County, Tennessee.

3. SUBMISSION OF THE PROPERTY. The Developer hereby submits "Tract A" together with the buildings and improvements thereon, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 64 Tennessee Code Annotated, hereby establishing a horizontal property regime which "Tract A" is shown on a plan recorded in Book 4460, at page 136 & 137, in the Register's Office for Davidson County, Tennessee; provided, however, easements are hereby reserved in Tract "A" by the Developer for the benefit of "Tract B" for the following purposes and uses: (i) an easement is reserved in the land of "Tract A," exclusive of the buildings, to use the land area of "Tract A" in conjunction with only "Tract B" to satisfy existing or future zoning law requirements, relating to the ratio of land or lot area to family units, when the adjacent land described in Schedule "B" hereto is developed, should Developer choose to develop such adjacent land; (ii) easements are hereby reserved in "Tract A" for the benefit of the owners of River Plantation (Section One), a horizontal property regime, established by Developer, as recorded in Book 4562, page 474, Register's Office for Davidson County, Tennessee, and as shown on a plan recorded in Book 4460, page 59, said Register's Office, for driveways, yards, swimming pool, outdoor recreational facilities, public utility service facilities, and parking areas located on Tract A; (iii) easements are hereby reserved in "Tract A" for the benefit of the owners of apartments in horizontal property regimes which may be established by the Developer on "Tract B" which easements shall be for use by the occupants of apartments in the Condominium buildings which may be constructed on "Tract B," if such buildings are constructed, for driveways, yards, swimming pool, outdoor recreational facilities, public utility service facilities and parking areas located on "Tract A" at the time any horizontal property regime is established on "Tract B." In the event Developer establishes any horizontal property regime on "Tract B" then "Tract A" and the common elements thereon, shall be common elements of the several horizontal property regimes commonly enjoyed, though owned in fee simple by the horizontal

property regime established on "Tract A"; and such common elements on "Tract A" shall be jointly maintained by the several horizontal property regimes, each contributing to the expense of such maintenance in the same proportion as the number of apartments in its buildings bears to the total number of apartments in the several buildings; however, the Board of Managers of the horizontal property regime located on "Tract A" shall manage the common elements situated on "Tract A," and the Board of Managers of each subsequent horizontal property regime so established shall manage the common elements situated on "Tract B;" (iv) an easement is reserved for the Developer to use the land of "Tract A" in conjunction with River Plantation (Section One), to relocate, expand, modify, reduce, or extend existing driveways, parking areas, and yard, and to construct, expand, enlarge or relocate sewers, utility lines, or service connections in order to serve the existing buildings of said section and in order to properly maintain and repair the buildings located therein; (v) and the Developer shall have the unrestricted right, at its sole expense, to relocate, expand, modify, reduce or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewers, utility lines or service connections, in order to serve the existing buildings with their co-owners or tenants along with other buildings which may be constructed on "Tract B" and their co-owners or tenants and which have already been constructed in River Plantation (Section One). The unrestricted rights reserved by Developer in this paragraph shall be assignable by it, and the provisions hereof are expanded upon and further explained in the By-laws applicable hereto and are made a part hereof by reference.

4. LAND INCLUDED IN PROPERTY. The land included in the property consists of the land described in Schedule "A" hereto, which is made a part hereof by reference. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDINGS. The buildings, which have not been constructed but are expected to be substantially completed on or about the 1st day of November , 1973 , will be of two (2) different types, with eighteen (18) of the buildings having two (2) structural stories, including the ground floor, and each building will be of "townhouse" design, and will be known as "Townhouse Apartments," except that on the two extremities of the buildings there will be one (1) story "cottage apartments;" the second type, consisting of a total of four (4) buildings, being Buildings B, H, U, and N on said plan, will be one (1) story and will consist of four (4) cottage type units; there will be a total of twenty-two (22) apartment buildings, as shown on the recorded plan, with the number of square feet per building shown on such Plan and the total square footage for all apartments being 234,571 square feet; and each apartment shown thereon as having a double carport, storage area and a patio (or terrace). The number of such apartments shall be 146 and their number per building is shown on said Plan. A "Club House" and a swimming pool are shown on said Plan, and a children's play ground, two tennis courts, a picnic area, lawns, drives, open parking areas and sidewalks are not shown on said Plan but are in place, or are to be constructed on Tract "A." The buildings will be of concrete block foundations and a wood frame construction with different variations of veneer (brick, clapboard, tudor-style, shingles, etc.) on the front of each apartment and the rear of each apartment will have some variations of siding upon it (but not brick veneer). First floor floors are 3,000 pound reinforced concrete slab, and second floors are wood. Ceilings are dry-wall on wood frame construction. Interior walls will generally be dry-wall on wood frame construction, but some walls will be paneling on wood frame construction. The interior walls of each apartment will have clear space in between, while the exterior walls will have 2 3/4 inch (semi-thick) fiberglass foil batt insulation and the walls between apartments will be double walls (each 4 inches) with a one (1)

inch clear space in between and each such wall shall be insulated with a full thick fiberglass foil batt. The apartments are centrally gas heated and electrically air-conditioned with individual controls in each apartment. Each apartment will have an individual 40 gallon gas water heater.

6. APARTMENTS. The said Plat shows a list of all apartments in the buildings, their respective apartment numbers, property identification numbers, (map and parcel), locations and approximate areas.

7. DIMENSIONS OF APARTMENTS. Each apartment consists of the area measured horizontally from the apartment side of the dry-wall or paneling of the walls facing the exterior of the building to the apartment side of the dry-wall or paneling of the wall and partition separating such apartment from corridors, stairs, incinerators and other mechanical equipment spaces (if any) and, where walls and partitions separate such apartment from other apartments, to the side of the dry-wall or paneling of such walls and partitions facing such apartment. Where dry-wall or paneling separates one room in an apartment from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each apartment consists of the space between the first floor and its ceiling, in the townhouse and cottage apartments; and in the townhouse apartments, that space on the second floor between the top of the second floor and the underside of the second floor ceiling.

8. USE OF APARTMENTS. Each of the apartments shall be used as a single family residence only.

9. COMMON ELEMENTS. The common elements consist of the entire property, including all parts of the buildings other than the apartments and including, without limitation, the following:

- (a) The Land
- (b) All foundations, columns, girders, beams and supports
- (c) All roofs; all exterior walls of the building not including the portions thereof on the apartment side of the dry-wall or

paneling of such walls; and the portions between the apartment sides of walls and partitions between apartments, and the portions between room walls where walls are within apartments; and all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows, and doors bounding his apartment, nor shall such co-owner be deemed to own the utilities (without limitation) running through his apartment which are utilized for, or serve more than one apartment, except as a right in common to share the same with the other co-owners. A co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows, and doors bounding his apartment.

(d) Any halls, corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any apartment.

(e) All yards, gardens, swimming pool areas and facilities for the swimming pool, all open parking and driveway areas which will be common elements in common, and the club house, picnic area, children's playground, tennis courts and sidewalks.

(f) All spaces devoted to the lodging or use of the manager, superintendent and other persons employed in connection with the operation of the property; and all guest rooms not attached to apartments.

(g) All compartments or installations of central services such as power, light, telephones, gas, cold and hot water, reservoirs, tanks, pumps, air-conditioning, incinerating, air handling equipment and all other mechanical installations and appurtenances thereto and space therefor whether located in common areas or in apartments.

(h) All tanks, pumps, motors, fans, compressors, air handling units and control equipment.

(i) All maids' rooms, locker rooms, laundry rooms, and storage spaces which are not in apartments.

(j) All sewer pipes.

(k) All office space.

(l) All terraces or patios provided, however, that each co-owner whose apartment has sole access to a terrace shall have an easement for the exclusive use thereof, and each such terrace shall be limited common element restricted to the sole use of the co-owner whose apartment has sole access thereto.

(m) Party wall (if any) between apartments shall be limited common elements of the respective apartments upon which they abut.

10. ENCROACHMENTS. If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building, or any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, an apartment, any adjoining apartment, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any apartment or of any apartment upon any other apartment or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

11. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENTS. Each

apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, (television, communication or otherwise), wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. The Board of Managers shall have a right of access to each apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

12. SALES AND LEASES. No co-owner other than the Developer may sell or lease his apartment unit or any interest therein, except by complying with the following provisions:

Any co-owner who receives a bona fide offer for the sale of his apartment together with: (i) the undivided interest in the common elements appurtenant thereto; (ii) the interest of such co-owner in any apartments theretofore acquired by the Board of Managers, or its designee on behalf of all co-owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such co-owner in any other assets of the condominium, (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of his apartment, (hereinafter called an "Outside Offer") which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such apartment, together with the appurtenant interests, or to lease such apartment, to the Board of Managers, or its designee, corporation or otherwise on behalf of the Council of co-owners on the same terms and conditions as contained in such outside offer. The giving

of such notice shall constitute a warranty and representation by the co-owner who has received such offer to the Board of Managers, on behalf of the other co-owners, that such co-owner believes the outside offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice to such co-owner, to purchase such apartment, together with the appurtenant interests or to lease such apartment, as the case may be (or to cause the same to be purchased or leased by its designee, corporation or otherwise), on behalf of the Council of Co-owners on the same terms and conditions as contained in the outside offer and as stated in the notice from the offering co-owner. In the event the Board of Managers shall elect to purchase such apartment, together with the appurtenant interests, or to lease such apartment, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close at the office of the attorneys designated by the Board of Managers in such notice forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the co-owner, if such apartment together with the appurtenant interests is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of the Council of Co-owners, by deed in a form satisfactory to the attorneys for the Board of Managers. In the event such apartment is to be leased, the offering apartment owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering co-owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such apartment, on the terms and conditions contained in such outside offer. No merger of title shall result. In the event the Board of Managers or its designee shall fail to accept such offer within thirty (30) days as aforesaid, the offering co-owner shall be free to contract to sell such apartment, together with the appurtenant interests, or to lease such apartment, as the case may be, within

sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the outside offeror, on the terms and conditions set forth in the notice from the offering co-owner to the Board of Managers of such outside offer. Any such deed to an outside offeror shall provide that the acceptance thereof by the grantee shall be on the then current form by deed in use for conveyancing condominium apartments by the Board of Managers and shall constitute an assumption of the provisions of the Master Deed, the By-laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with the Master Deed and the By-laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall neither sublet the demised premises or any part thereof, nor assign the lease thereto, without the prior consent in writing of the Board of Managers and that the Board of Managers shall have power to terminate such lease and/or to bring appropriate legal proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease, approved in writing by the Board of Managers. In the event the offering co-owner shall not, within such sixty (60) day period, contract to sell such apartment, together with the appurtenant interests, or to lease such apartment, as the case may be, to the outside offeror on the terms and conditions contained in the outside offer, or if the co-owner shall so contract to sell or lease his apartment within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering thereafter elect to sell such apartment, together with the appurtenant interest, or to lease such apartment, as the case may be, to the same or another outside offeror on

the same or other terms and conditions, the offering co-owner shall be required again to comply with all of the terms and provisions of this Section 12 of this Master Deed. Any purported sale or lease of an apartment in violation of this section shall be voidable at the election of the Board of Managers.

The Board of Managers may release or waive the performance of all any one or more of the requirements of this Section 12, with respect to any one or more single transactions, but such release or waiver of any or all of the provisions of this Section 12 shall not constitute a release or waiver of the requirements of this section with respect to any other transactions whether relating to the same or other apartments.

A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 12 of this Master Deed have been met by a co-owner or have been duly waived by the Board of Managers and that the rights of the Board of Managers thereunder have terminated, with respect to a specific transaction, shall be conclusive upon the Board of Managers and the Council of co-owners in favor of all persons who rely thereon in good faith in connection with the specific transaction named. Such certificate shall be furnished to any co-owner who has in fact complied with the provisions of Section 12 of the Master Deed or in respect to whom the provisions of such section have been waived, upon request.

The provisions of this Section 12 shall not apply with respect to any sale or conveyance by a co-owner of his apartment, together with the appurtenant interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them or to an apartment owned by the Developer or to the acquisition or sale of an apartment, together with the appurtenant interests, by a mortgagee herein authorized who shall acquire title to such apartment by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to

any purchase of such apartment from such mortgagee or at a foreclosure or judicial sale by one other than a mortgagee.

Any co-owner shall be free to convey or transfer his apartment by gift, or to devise his apartment by will, and it may pass by interstate succession, subject to the terms hereof.

13. APARTMENTS SUBJECT TO MASTER DEED. All present and future co-owners and tenants of apartments shall be subject to and shall comply with the provisions of this Master Deed and any restrictions or rules in the By-laws which are more than administrative in nature such as, but not limited to, reservations and future rights of the Developer shall be incorporated and become a part of this Master Deed by reference. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of an apartment or entering into occupancy of an apartment, shall constitute an agreement that the provisions of this Master Deed and such By-law provisions are accepted and ratified by each co-owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

14. APARTMENTS SUBJECT TO BY-LAWS AND RULES AND REGULATIONS. All present and future co-owners, tenants and occupants of an apartment shall be subject to, and shall comply with, the provisions of the By-laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotated §64-2711, as they may be amended from time to time. The acceptance of a deed of conveyance devise or of a lease to an apartment, or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the said By-laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to

he covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

15. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty percent (60%) of the total then existing apartments in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee, provided, however, that the provisions of this Master Deed and the By-laws which relate to future development of "Tract B" and the provisions relating thereto may not be amended or modified without the consent of the owner of, or co-owners representing at least sixty percent (60%) of the total then existing apartments in any horizontal property regime declared or subjected upon any section developed upon "Tract B," as well as co-owners representing sixty percent (60%) of the total apartments of River Plantation, Section One, as recorded in Book 4562, page 474, Register's Office for Davidson County, Tennessee.

16. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

17. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

18. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

IN WITNESS WHEREOF, The Developer has executed this Master

Decd at Nashville, Davidson County, Tennessee, on this 22nd day
of November, 1972.

HAURY & SMITH CONTRACTORS, INC.

BY: Reese L. Smith, Jr.
REESE L. SMITH, JR., PRESIDENT

ATTEST BY:

John C. Plummer
JOHN PLUMMER, SECRETARY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, REESE L. SMITH, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of HAURY & SMITH CONTRACTORS, INC., the within named bargainor, a corporation, and that he as such President 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 President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 27 day of November, 1972.



Reese L. Smith, Jr.
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/30/73

886362

IDENTIF. REFERENCE

Dec 4 11 26 AM '72

FELIX J. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC-42

MISC.

A* 96.00 * 96.00

EXHIBIT "A"

LEGAL DESCRIPTION

BOOK 4661 PAGE 349

OF TRACT A

A tract of land known as Section 2, River Plantations in the Ninth Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a concrete monument in the westerly right-of-way of Sawyer Brown Road approximately 1026.32 feet from a concrete monument located on a turnaround at the intersection of U. S. Highway 70 and Sawyer Brown Road, and proceeding as follows: (1) South 4° 29' West a distance of 45 feet to a point; thence, (2) South 85° 31' East a distance of 80 feet to a concrete monument in the proposed easterly right-of-way of Sawyer Brown Road; thence (3) Along the easterly right-of-way of Sawyer Brown Road, South 4° 29' West a distance of 192.85 feet to a concrete monument; thence (4) Around a 2019.14 foot radius curve to the right a distance of 588.52 feet to a concrete monument; thence (5) North 68° 49' West a distance of 80 feet to a concrete monument; thence, (6) North 48° 15' West a distance of 100.06 feet to a concrete monument; thence (7) North 66° 54' West a distance of 211.31 feet to a concrete monument; thence, (8) North 38° 45' West a distance of 194.23 feet to a concrete monument; thence, (9) North 66° 27' West a distance of 304.36 feet to a point on a manhole cover; thence (10) North 34° 14' West a distance of 413.57 feet to a point on a manhole cover; thence (11) North 46° 07' West a distance of 485.31 feet to a concrete monument; thence, (12) North 43° 53' East a distance of 395.08 feet to a concrete monument; thence, (13) North 56° 20' East a distance of 206.01 feet to a concrete monument; thence, (14) North 4° 54' East a distance of 66.04 feet to a concrete monument; thence, (15) South 85° 06' East a distance of 180.00 feet to a concrete monument; thence, (16) North 81° 35' East a distance of 167.14 feet to a concrete monument; thence (17) South 4° 29' West a distance of 762.94 feet to a point; thence (18) Around an 80 foot radius curve to the left a distance of 18.25 feet to a concrete monument; thence (19) South 85° 31' East a distance of 616.91 feet to a concrete monument; thence, (20) Around a 25 foot radius curve to the left a distance of 39.27 feet to the point of beginning, said total tract containing 22.687 acres. Included in said tract but dedicated as street dedications are an 80 foot right-of-way for Sawyer Brown Road and a 50 foot right-of-way for Plantation Court, more correctly described as follows:

BEGINNING at a concrete monument, which is the point of beginning of the original survey and approximately 1026.32 feet from U. S. Highway 70 and proceeding as follows: (1) South 4° 29' West a distance of 45 feet to a point; thence, (2) South 85° 31' East a distance of 80 feet to a point; thence, (3) South 4° 29' West a distance of 129.85 to a concrete monument; thence, (4) Around a 2019.14 foot radius curve to the right a distance of 588.52 feet to a concrete monument, thence (5) North 68° 49' West a distance of 80 feet to a concrete monument; thence, (6) Along a 1939.14 foot radius curve to the left a distance of 565 feet to a concrete monument; thence (7) North 4° 29' East a distance of 137.8 feet to a concrete monument; thence, (8) Around a 25 foot radius curve to the left a distance of 39.27 feet to a concrete monument; thence (9) North 85° 31' West a distance of 616.9 feet to a concrete monument; thence (10) Around an 80 foot radius curve to the left a distance of 40.42 feet to a concrete monument; thence (11) Around a 40 foot radius curve to the right a distance of 166.09 feet to a concrete monument; thence, (12) Around an 80 foot radius curve to the left a distance of 40.42 feet to a concrete monument; thence, (13) S 85° 31' East a distance of 616.91 feet to a concrete monument; thence, (14) Around a 25 foot radius curve to the left a distance of 39.27 feet to the point of beginning, said street dedications containing 2.798 acres, more or less, leaving a net acreage for Section 2 of 20.389 acres, more or less.

Also included along the northwest boundary is a 5 foot sewer easement and a drainage easement varying in width from 40 feet to 50 feet.

Also included is a 10 foot sewer easement paralleling the approximate northerly boundary of the property approximately 51 feet south of the north boundary of the property as shown on the recorded plat dated April 18, 1972, Book 4460, page 80, R.O.D.C.

Being the same tract of land conveyed to Haury and Smith Contractors, Inc. by deed from Warner Park Development Company, Inc. of record in Book 4600, page 248, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

LEGAL DESCRIPTION

BOOK 4661 PAGE 351

OF TRACT B

A tract of land in the Ninth Civil District of Davidson County, Tennessee, being more particularly described as follows;

Beginning at a concrete monument in the southerly right-of-way of U. S. Highway 70, said monument being 50 feet from the center line of said highway and being South 5° 29' West a distance of 28.57 feet from an iron pin in the northwest corner of the C. M. Jones property and being in the westerly property line of the C. M. Jones property and proceeding as follows: (1) South 5° 29' West a distance of 330.68 feet to a concrete monument, said monument being in the southwest corner of the C. M. Jones property and the northwesterly corner of Knollwood as recorded in Book 4175, page 141, R.O.D.C.; thence (2) South 4° 28' 30" West a distance of 1035.06 feet to a concrete monument, said monument being in the southwest corner of Knollwood property and the northwest corner of the Barry Construction Company property; thence, (3) South 0° 50' 30" East a distance of 854.96 feet to a point in a fence intersection; thence, (4) South 0° 22' West a distance of 330.70 feet to a point; thence, (5) South 3° 49' West a distance of 199.64 feet to a point in the George Gaines Road, having a right-of-way of 50 feet and as recorded on the Plat of Harpeth Estates, Section 2, Book 4175, page 23, R.O.D.C., said line passing through a concrete monument in the northerly right-of-way of George Gaines Road a distance of 182.0 feet; thence, (6) South 5° 48' West a distance of 224.54 feet to a point in the northerly right-of-way of the L & N Railroad, having a right-of-way width of 50 feet said line passing through a concrete monument in the southerly right-of-way of the George Gaines Road a distance of 42.88 feet and passing through a second concrete monument a distance of 207.02 feet; thence (7) In a westerly direction along the northerly right-of-way line of L & N Railroad, North 53° 23' 45" West a distance of 1458.07 feet to a point; thence, (8) With a 2890.0 foot radius curve to the left a distance of 1048.31 feet to a point, said point being in the westerly easement of a TVA transmission line having an easement width of 250 feet; thence, (9) With the westerly easement line of said TVA Transmission line, North 34° 05' West a distance of 771.96 feet to a point; thence (10) North 17° 36' 30" East a distance of 412.61 feet to a point; thence, (11) North 39° 43' 30" East a distance of 361.55 feet to an iron pin; thence, (12) North 74° 19' East a distance of 361.04 feet to an iron pin; thence, (13) South 87° 23' East a distance of 430 feet to a point; thence (14) South 86° 49' East a distance of 200 feet; to a point, thence (15) South 85° 06' East a distance of 37.10 feet to a concrete monument as shown on the recorded plat of River Plantations, Section 2, Book 4460, page 80; thence (16) With the boundary of River Plantations, Section 2 South 4° 54' West a distance of 66.04 feet to a concrete monument; thence, (17) South 56° 20' West a distance of 206.01 feet to a concrete monument; thence, (18) South 43° 53' West a distance of 395.08 feet to a concrete monument; thence, (19) South 46° 07' East a distance of 485.31 feet to a point on manhole cover; thence (20) South 34° 14' East a distance of 413.57 feet to a point on manhole cover; thence, (21) South 66° 27' East a distance of 304.36 feet to a concrete monument; thence, (22) South 38° 45' East a distance of 194.23 feet to a concrete monument; thence, (23) South 66° 54' East a distance of 211.31 feet to a concrete monument; thence; (24) South 48° 15' East a distance of 100.06 feet to a concrete monument, said monument being in the westerly right-of-way of Sawyer Brown Road; thence, (25) South 68° 49' East a distance of 80 feet to a concrete monument in the easterly right-of-way line of Sawyer Brown Road; thence, (26) In a northerly direction along the easterly right-of-way line of said Sawyer Brown Road, with a curve to the left having a radius of 2019.14 feet a distance of 588.52 feet to a

concrete monument; thence, (27) North $4^{\circ} 29'$ East a distance of 192.85 feet to a concrete monument; thence, (28) Continuing North $4^{\circ} 29'$ East a distance of 347.15 feet to a concrete monument; thence (29) With a curve to the right having a radius of 1935.28 feet a distance of 448.67 feet to a concrete monument; thence (30) North $20^{\circ} 00'$ East a distance of 256.89 feet to a concrete monument; thence (31) with a radius turn-out to the right on Sawyer Brown Road of 100 feet a distance of 117.07 feet to the point of beginning and containing 68.961 acres, more or less, as per survey by Turner Engineering Company dated October 12, 1970.

Within the above described tract, but to be excluded, is a rectangular tract 50 feet by 87 feet owned by the Harpeth Valley Utility District and contains one-tenth of an acre, more or less; a cemetery containing .279 of an acre, more or less, and numerous easements granted to the Harpeth Valley Utility District and a TVA Transmission line along the westerly boundary of the herein described tract having a right-of-way width of 250 feet.