BOOK 5304 PAGE 836

THIS INSTRUMENT WAS PREPARED BY:
GAIL P. PIGG, ATTORNEY
230 FOURTH AVE., NORTH
NASHVILLE, TENNESSEE 37219

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Robert A. Carter and wife, Bobbie A. Carter	Same	145
(NAME) 401 Bowling Lane No 3	(NAME)	#13
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn 37207	(STREET ADDRESS)	FH#23785
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten and No/100 ($10.00)----------
----------Dollars,

and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned

JAMES M. EDWARDS and wife, NANCY COLEMAN EDWARDS

have this day bargained and sold, and do hereby transfer and convey unto the said

ROBERT A. CARTER and wife, BOBBIE A. CARTER
their (successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Sassafras, of record in Book 5050, page 91, Register's Office for said County, to which plan reference is hereby made for a more complete description of said lot.

Being part of the same property conveyed to James M. Edwards and wife, Nancy Coleman Edwards, by deed from H & S Development Company, Inc., of record in Book 5041, page 294, Register's Office for said County.

This conveyance is subject to restrictive covenants attached hereto as Exhibit "A", which restrictive covenants also contain an agreement as to ownership and maintenance of Sassafras Drive, and which covenants are incorporated herein by reference.

JUN29'78 GENL 34,000.00
JUN29'78 S TAX B* 88.40
JUN29'78 PR'FEE B* .50
JUN29'78 W'DEED B* 8.00 * 96.90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 34,000.00

Subscribed and sworn to before me, this the 27th day of June, 19 78

Affiant

My Commission expires: 12/23/81 (Affix Seal)

Notary Public

This is (unimproved) (improved) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest belonging to the said

ROBERT A. CARTER and wife, BOBBIE A. CARTER
their (successors),

heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for 1978 taxes; plan of record in BK.5050, p.91 and all easements and conditions shown thereon & restrictions as above set forth.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said ROBERT A. CARTER and wife, BOBBIE A. CARTER
their (successors), heirs and assigns, against the lawful claims of all persons.

Witness our hands this 26th day of June, 1978, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

James M. Edwards

Nancy Coleman Edwards

Nancy Coleman Edwards

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James M. Edwards

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 26th *day of* June, *19* 78.

Martha Tisdall
Notary Public

Commission expires Jul 4 1979

MARTHA TISDALL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....self *to be* ..... of the ....., *the within named bargainor, a corporation, and that* ....he *as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....self *as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Nancy Coleman Edwards, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 27 day of June, 1978.

Notary

My Commission Expires: 2/23/81

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

WARRANTY DEED

FROM
James M. Edwards et ux

TO
Robert A. Carter et ux

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

EXHIBIT "A"

RESTRICTIVE COVENANTS - SASSAFRAS SUBDIVISION BOOK 5304 PAGE 838

1. All lots in said Subdivision shall be used for residential purposes only.

2. No building shall be located nearer to the front line or nearer to the private street than the building setback lines shown on the recorded plan, except with the approval of Forest Hills and James Edwards, Developer. To determine compliance of this provision, measurement shall be taken in the manner then required by the applicable zoning laws and regulations of the governing body having jurisdiction.

3. The total living area shall be 2,000 squarefeet minimum exclusive of garages, covered patios, etc.

4. No trailer, basement, tent, garage or other outbuildings shall be used as a residence temporarily or permanently.

5. Livestock or fowl may be maintained upon any lot in this subdivsiion, provided same is not offensive to neighbors.

6. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. There shall be no more than one sign permitted on each lot, that not to exceed 18" x 24", except the developers reserve the right to erect sign or signs in promotion of the subdivision at its discretion.

8. The developers hereby reserve the right to cut grass and weeds on any unimproved lot.

9. In conjunction with residential building, there shall be installed an individual sewage disposal system meeting the requirements of the governing body having jurisdiction, until or unless a system of sanitary sewers is provided for sewage disposal.

10. It shall be obligatory upon all owners of lots in this subdivision to consult with the authorities of the governing body having jurisdiction before any driveways, culverts, or other structures or grading are constructed within the limits of any dedicated roadways, and such placements or construction shall be done in accordance with the requirments of the governing body having jurisdiction in order that the roads or streets within the subdivison which shall be affected by such placement or construction may not be disqualified for acceptance in the road system of the governing body having jurisdicition.

11. Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening or widening storm drains, sewage lines and open ditches. A perpetual easement is reserved on each lot as shown on the recorded plat for the construction and the maintenance of utilities, such as electricity, gas and water. No structure of any kind shall be erected or maintained upon or over said easements, except such as are constructed for public utility purposes.

12. To insure a standard of improvements satisfactory to purchasers of adjacent property, no building, or other improvements shall be erected upon any lot in the subdivision, without the approval in writing of James Edwards Developer, or such agent or agents as may be authorized by it, upon submission of the proposed plans and specifications and the locations thereof.

13. No lot shall be subdivided without the approval of James Edwards, Developer and the City of Forest Hills, but it shall not be necessary to secure the approval of any other owner in the subdivision.

14. All of the restrictions and provisions herein above set forth may be amended at any time and from time to time by James Edwards, Developer, without the joinder of any lot owners. The restrictive covenants as amended from time to time may be enforced by James Edwards, Developer, or, with the consent of James Edwards, Developer, by one or more of the owners of the adjacent lot or lots. Any failure to enforce these restrictions because of any violation shall not be deemed a waiver of such right as to any subsequent or other violation, said right being a continuing one.

15. Invalidation of any one of these covenants by proper court decree, or otherwise, shall in no wise affect any of the other provisions herein contained, it being intended in any such event that all other restrictions set out herein shall remain in full force and effect.

Sassafras Drive

1. Developer will grade, gravel and ditch 2100 linear feet of drive, defined as the private drive, Sassafras Drive. He will fulfill all drainage requirements by the City of Forest Hills.

2. As of June 1, 1978, the initial improvements of Sassafras Drive are completed. Any repair of the road, any surfacing improvement hereafter shall be the expense of the 4 property (lot) owners.

3. The entire length of Sassafras Drive is jointly owned and shall be maintained equally by the 4 owners. Each owner shall own 25% of said driveway and shall be responsible for 25% of payment for any improvements or maintenance as deemed necessary by the majority of the owners.

4. Damage to Sassafras Drive, directly attributable to one property owner through accident or negligence will be paid for solely by that property owner.

IDENTIF. REFERENCE
JUN 29 9 09 AM '78
FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.
37.3.8.4.7."