BOOK 5447 PAGE 467

This Form furnished by Attorneys Title Company, Inc.

Form No. WD-3

FROM

Donelson Development Company, Inc.

TO

Jack H. Dalton

For draftsman's use

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jack H. Dalton (NAME)	Jack H. Dalton (NAME)	116-8-D/88
1199 Murfreesboro Road (STREET ADDRESS OR ROUTE NUMBER)	1199 Murfreesboro Road (STREET ADDRESS)	
Nashville, Tennessee 37217 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37217 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUN 8 1 54 PM '79

FELIX Z. McLESKEY REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 65,000.00 E. J. Preston Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF June 1979.

Nancy E. Spencer
Notary Public

MY COMMISSION EXPIRES: 1-18-82

(AFFIX SEAL)

F.33631

For and in Consideration of the sum of Ten and No/100 ($10.00) **DOLLARS**

Cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged,

Donelson Development Company, Inc.

have bargained and sold, and by these presents do transfer and convey unto the said

Jack H. Dalton

his heirs and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee, being a certain building site (Lot) identified as Lot No. 88, as shown on the Revised Plan of Sugartree, Phase 3, as of record in Book 5050, pages 67-71, as amended in Book 5169, page 426; Book 5191, page 412, Book 5222, page 468, and Book 5238, page 93, Register's Office for said County.

Being the same property conveyed to Donelson Development Company, Inc. by deed from E. J. Preston and Frances Preston, of record in Book 5429, page 224, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following:

The premises herein insured is a building site restricted by all the requirements conditions, easements, assessments, liens, uses, building restrictions, limitations, repurchase and Lease options, burdens, and other undertakings, including rights and interest of other site owners and condominium owners, and also including the requirement that all owners of building sites and condominium units be members of Sugartree Homeowners Association, Inc., and subject to assessment for the payment of costs incident to the maintenance of the common areas and administration of the Association, and provided for a lien securing the payment thereof, contained in an instrument executed by Sugartree Properties, Inc., recorded October 2, 1974, and recorded in Book 4857, page 157, amended in Book 4911, page 356; and further amended by second amendment of record in Book 4996, page 126, and further amended by third amendment, of record in Book 5003, page 688, Register's Office for Davidson County, Tennessee, reference to said instruments is here made, all as made applicable to Sugartree, Phase #3, by instrument of record in Book 5087, page 220, Register's Office for Davidson County, Tennessee, which latter said instrument also amended Article I, Paragraph 4 of the Declaration of Covenants, Conditions and Restrictions for Sugartree of record in Book 4857, page 157, Register's Office for Davidson County, Tennessee, and as further amended by instrument of record in Book 5152, page 401, Register's Office for Davidson County, Tennessee, amending Article 8, Section 2 thereof.

The Revised Plan of Sugartree, Phase #3, of record in Book 5050, pages 67 - 71, said Register's Office, shows certain minimum building setback lines, easements, access limitations; and also an Owner's Certificate, as follows: "We hereby certify that we are the owners of the property shown hereon as evidenced in Book 4831, page 823, R.O.D.C. Tenn., and adopt the plan of the property as shown hereon & dedicate all public utility, electric & telephone, water, drainage and Sanitary Sewer easements as shown hereon. This plan shall not be altered or changed until otherwise approved by the Metro Planning Commission. Easements for ingress & egress are reserved hereby upon all access easements, as shown hereon, or upon any approved revision hereof, for the benefit of the purchasers of building sites within the development, their invitees, lessees & other parties claiming by through or under them. The access easements shown hereon are reserved by the aforesaid owner and are not dedicated to the Public. Access easements are also dedicated as Sanitary Sewer & Water Easements".

The recorded plat also shows the following NOTES:

Replacement of Roadway, Parking Areas, etc., necessitated by maintenance of Public Water and/or Sewer lines will be at the expense of the Development or Association.

No portion of any building that is used as living quarters shall be constructed having its finished floor elevation less than Four (4) feet above the maximum flood of record or calculated. Basements not used for living purposes, carports or garages may be constructed having the finished floor elevation at or above the maximum flood of record or calculated. The first principal floor elevation of all other buildings shall be established at or above the elevation of the maximum flood of record or calculated.

The Revised Plan of record in Book 5050, pages 67-71, said Register's Office as amended in Book 5169,page 426; Book 5191, page 412, Book 5222, page 468, and Book 5238,page 93, said Register's Office by deletion and replacing a new table of floor areas and lot coverages.

Form No. WD3a

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

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Jack H. Dalton his heirs and assigns, forever.

And it does covenant with the said Jack H. Dalton that it is lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered, except as otherwise set forth herein.

And Donelson Development Company, Inc. do further covenant and bind itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to the said land to the said Jack H. Dalton his heirs and assigns against the lawful claims of all persons whomsoever.

Witness my hand this 7th day of June, 19 79, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

DONELSON DEVELOPMENT COMPANY, INC.
By: [signature] Pres.

Form No. WD3b

BOOK 5447 PAGE 470

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named .....

.....

.....

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

Witness my hand and official seal at....., Tennessee, this..... day of....., 19.....

....., Notary Public

Commission Expires.....

STATE OF .....
County of .....

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named .....

.....

.....

.....

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

Witness my hand and official seal at....., this..... day of....., 19.....

....., Notary Public

Commission Expires.....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Witness my hand and seal, at office in Nashville, Tennessee, this 7th day of June, 19 79

Lucie M Simpson, Notary Public.

Commission expires April 18, 1983.

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5447 PAGE 471

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			65000.00-	CO
			169.00	CO TX
			.50	PRFEE
			8.00	WDEED
			CHECK	177.50-
8275A06/08/79			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-33631

IDENTIF. REFERENCE

JUN 8 1 54 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 689244