B6423

BOOK 6424 PAGE 799

Address New Owner:	Send Tax Bills to:	Map/Parcel
Jay C. Pennington 1022 4th Ave. South Nashville, TN 37210	Same	Map 112 Pt. Par. 70 9D-16500

WARRANTY DEED

FOR AND IN CONSIDERATION OF TEN DOLLARS cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, JERRY D. HEATH and wife, DOROTHY L. HEATH, hereinafter called the Grantors, have bargained and sold and by these presents do transfer and convey unto the said JAY C. PENNINGTON, a single man, hereinafter called the Grantee, his heirs and assigns, a certain tract or parcel of land in the County of Davidson, State of Tennessee, described as follows, to-wit:

Land in the 9th Civil District of Davidson County, Tennessee, and being described according to a survey by P. A. Chapdelaine, Tennessee Surveyor No. 882, dated May 2, 1983, and being a 10.12 acre tract served by an unnamed easement road which existed with gravel prior to July 1, 1984, and said easement road being established on May 8, 1979, by instrument of record in Book 5393, page 898, Register's Office for Davidson County, Tennessee, and the within described property consisting of more than 10 acres, described as follows:

Beginning at an iron pin in the center of an unnamed easement road being measured along the centerline of an easement road 2185.38 feet in a northerly and northeasterly direction from an iron pin in the center of said easement road where it joins the road described in Book 5393, page 898, Register's Office for Davidson County, Tennessee, also being R. C. Bibbs' northwest corner as shown in Book 5976, page 555, Register's Office for Davidson County, Tennessee; thence with the center of said continuing easement road which all purchasers of Heath 10 acre tracts having a right of ingress and egress over and inuring to their heirs, successors, and assigns, but with the duties described in Book 5393, page 898, and now the within conveyed land being described as follows: North 51 degrees 03 minutes 41 seconds East 179.38 feet with the centerline of the unnamed easement road; thence south 43 degrees 53 minutes 15 seconds East 490.90 feet to an iron pin in Hillard Travis' westerly line; thence North 01 degrees 43 minutes 07 seconds East 383.87 feet with a fence line to a post all in Travis' westerly line and continuing with Travis' westerly line North 01 degrees 54 minutes 35 seconds East 798.61 feet in a fence line to a point; thence South 50 degrees 28 minutes 04 seconds West 994.22 feet to an iron pin; thence South 38 degrees 56 minutes 19 seconds East 395.95 feet to the point of beginning.

Being part of the same property conveyed to Jerry D. Heath and wife, Dorothy L. Heath by deed from Reese L. Smith, Jr. and Karl E. Haury of record in Book 5219, Page 386, Register's Office for Davidson County, Tennessee.

The contract of sale survives the closing.

Utility easements are granted, if needed, to purchasers of Heath tracts or for public utilities up to 25 feet in width, but must be parallel with and adjoining tract lands.

The purchasers, their heirs, successors, and assigns are granted joint ownership by grantors in the land described in the road deed serving the property in Book 5393, page 898, Register's Office for Davidson County, Tennessee, as means of ingress and egress and assume the duties described therein.

A purchase money deed of trust is being filed simultaneously with this Deed.

This instrument is made subject to all applicable local government planning, building and zoning regulations, and to restrictive covenants of record in Book 5393, page 898, and in Book 5379, pages 497, 501, and 509, Register's Office for Davidson County, Tennessee.

The following Restrictions are hereby made applicable to the herein before described real property and will be binding upon present and future owners until January 1, 2004 or until sooner changed as provided in Figure No. 17:

1. All of the tracts are to be used for residential purposes exclusively, and not otherwise. (a) All purchasers of lots shall be responsible for stabilization of ditches at street right-of-way, installing culverts.
2. No noxious or offensive operations shall be conducted or maintained on any tract, and nothing shall be done on any tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.
3. No poultry, livestock or animals shall be allowed or maintained on any tract, at any time; provided, however, this shall not preclude the keeping of horses, dogs or cats, or other household pets, as such, provided further, however, that nothing shall permit the keeping or raising of dog, cat or other animals for commercial purposes.
4. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.
5. No barn shall be constructed or maintained on any tract nearer the front of the tract than 150 feet. A horse barn will be permitted with a minimum 150 feet setback.
6. A perpetual easement is reserved for each tract, as shown on Heath, September 22, 1984 Auction Sale, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
7. The sewerage from any residence, shall be connected to septic tank and disposal field approved by Davidson County Health Department.
8. It shall be obligatory upon all owners of tracts, which are in Davidson County, to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the Heath tracts sold at Auction on September 22, 1984, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance in the road system of the Davidson County Highway Department.
9. Any single family residence erected on any tract, as shown on said plat shall have a minimum living area, exclusive of any carport or garage, as follows: (a) A minimum of 1,200 square feet on first level, excluding garage, basement, or carport.
10. All houses must be built of log, wood, brick or stone. No breeko block houses allowed.
11. All buildings or structures of any kind constructed on any lot shall have full masonry foundations except barns.
12. The right of enforcement of each of these Restrictive Covenants is vested in the owner of each and all of the Heath tracts sold at Auction on September 22, 1984, and any owner of any tract shall have the right at any time to compel compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of an action at law, or a suit in equity for injunctive or other relief.
13. No house shall be permitted to be brought onto any tracts or to be placed or erected on any lot.
14. If any provision of this instrument shall be declared void

or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
15. Overhang easements as shown, shall be for the purpose of permitting overhead wires and cables of public utilities, such as electric, telephone, etc.
16. Swimming pools will be permitted, provided they do not interfere with septic tanks or disposal field. Bath houses and recreation rooms will be permitted to be attached to swimming pools.
17. Any of the restrictions imposed in this instrument may, at any time or times, be amended by a recorded instrument in writing, signed and acknowledged by the owner or owners of record of at least seventy percent (70%) of the tracts as shown on said plat, and any additional restrictions may be placed on said tracts in the same manner.

This is un-improved property.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said JAY C. PENNINGTON, a single man, his heirs and assigns forever.

AND GRANTORS COVENANT that they are lawfully seized and possessed of said real estate, in fee simple, that they have a good and valid right to convey it and that the same is unencumbered.

AND GRANTORS DO further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the said real estate against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands on this the 6th day of November, 1984.

Gerry D. Heath
JERRY D. HEATH

Dorothy L. Heath
DOROTHY L. HEATH

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $11,500.00.

Jay C Pennington
AFFIANT

Subscribed and sworn to before me on this the 6th day of November, 1984.

Linda Clouden
NOTARY PUBLIC

My commission expires: My Commission Expires April 17, 1988

5339

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

BOOK 6424 PAGE 802

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JERRY D. HEATH and wife, DOROTHY L. HEATH, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Brentwood, Tennessee, this 6th day of November, 1984.

Linda Worden
NOTARY PUBLIC

My commission expires: My Commission Expires April 17, 1988

This instrument was prepared by:
Tom G. Coleman, Jr., Attorney
COLEMAN REAL ESTATE CLOSING SERVICE, INC.
9000 E. Church Street
Brentwood, TN 37027

I: 6 3 2 5 1

IDENTIF. REFERENCE

NOV 13 3 00 PM '84

FELIX Z. WILSON, R.M. REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6424 PAGE 803

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
CO TX -STATE TAX CONVEY
MO TX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			11500.00- CAMT.	
			29.90 CSTAX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	42.40-
			6839A11/13/84 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 6 3 2 5 1

IDENTIF. REFERENCE

NOV 13 3 00 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0084884