Bat

BOOK 594 ~~FILE BOX 30~~

RE-RECORD BOOK 7858 PAGE 675

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 21,000.00

Subscribed and sworn to before me, this the 31 day of August, 88

My commission expires: January 21, 1990

Affiant

Notary Public

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires Jan. 21, 1990

RE-RECORD

CORRECTED

WARRANTY DEED

BOOK 7828 PAGE 246

THIS INSTRUMENT WAS PREPARED BY SOUTHEAST TITLE of Tennessee, Inc. 8B12557	
Suite 100, Bristol Building, 7003 Chadwick Drive, Brentwood, TN 37027	
ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:
Malcolm R. Crawford	Malcolm R. Crawford
4820 Brick Church Pike	4820 Brick Church Pike
STREET ADDRESS Goodlettsville, TN 37072	STREET ADDRESS Goodlettsville, Tn. 37072
CITY STATE ZIP	CITY STATE ZIP
MAP & PARCEL NO 024 PART OF ~~013~~ 82	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEE(S), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, Marty Lane Williams and wife, Sherri Botts Williams

HEREINAFTER CALLED GRANTOR(S), HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO HEREBY TRANSFER AND CONVEY UNTO Malcolm R. Crawford and wife, Linda E. Crawford

HEREINAFTER CALLED GRANTEE(S), THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO LOCATED IN Davidson COUNTY, STATE OF TENNESSEE, MORE PARTICULARTY DESCRIBED AS FOLLOWS:

Located in Davidson County, Tennessee, being Tract No. 4 on the survey of the Marty Lane Williams et ux property by Charles B. Mosley, Jr. dated December 9, 1987 as job no. 226-87, a copy of which is attached hereto and incorporated herein by reference, said Tract No. 4 being more particularly described as follows:
Beginning at a point in the northwesterly margin of Brick Church Pike; thence North 58 deg. 30 min. 58 sec. West 1126.23 feet to the point of beginning; thence North 58 deg.30 min 58 sec West, 595.00 feet to a 5" hickory corner; thence North 03 deg 18 min 18 sec East 326.05 feet to a point; thence, with the common line of tract 3, South 58 deg.30 min. 58 sec. East, 949.09 feet to a point; thence with the common line of tract 2,
South 83 deg. 55 min. 48 sec. West, 77.32 feet; thence continuing with tract 2, South 61 deg. 30 min. 00 sec. West, 277.5 feet to the point of beginning.
Together with 30 foot easement for joint access and water line(s) for Tracts Nos. 2, 3 and 4, being 15 feet on the northerly side and 15 feet on the southerly side of the following decribed line: beginning at a point on the northwesterly line of Brick Church Pike; thence North 52 deg 20 min 42 sec West 400 feet to a point; thence North 55 deg 20 min West 275 feet to a point; thence North 47 deg West 115 feet to a point; thence North 57 deg 10 min West 205 feet to a point; thence North 40 deg 30 min West 80 feet to a point; thence North 70 deg 20 min West 65 feet to a point; thence South 79 deg 10 min West 140 feet to a point; thence South 55 deg 30 min West 34.86 feet to a line common with Tract 3 and Tract 4.

Being part of the property conveyed to Marty Lane Williams and wife, Sherri Botts Williams by Deed of record in Book 7273 page 571, Register°s office for said County.

This conveyance is subject to taxes for the year 1988 and subsequent years and restrictive covenants attached as Addendum "A" attached hereto.

**This deed being rerecorded to correct the description of the access and water line easement.

THIS IS _____ IMPROVED PROPERTY KNOWN AS 4820 Brick Church Pike, Goodlettsville, TN 37072

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenance, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singlular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hands this 31 day of August, 19 88

Marty Lane Williams

Sherri Botts Williams

State of Tennessee
County of Williamson

BOOK 7719 PAGE 595

On this 31 day of August, 19 88, before me personally appeared Marty Lane Williams & Sherri Botts Williams to me known to be the person(s) described in or proved to me on the basis of satisfactory evidence, and who executed the foregoing instrument, and who acknowledged the execution of the same to be their free act and deed.

Witness my hand and official seal.
My Commission expires:
January 21, 1990

BRENT A. CAMPBELL NOTARY PUBLIC STATE AT LARGE TENNESSEE

Notary Public
Brent A. Campbell

State of Tennessee
County of

My Commission Expires Jan. 21, 1990

RE-RECORD BOOK 7828 PAGE 247

On this 31 day of August 31, 19 88, before me personally appeared to me known to be the person(s) described in or proved to me on the basis of satisfactory evidence, and who executed the foregoing instrument, and who acknowledged the execution of the same to be free act and deed.

Witness my hand and official seal.
My Commission expires:
January 21, 1990

RE-RECORD
BOOK 7858 PAGE 676

Notary Public

WARRANTY DEED

RE-RECORD
39057

IDENTIFICATION REFERENCE

JUN 6 3 10 PM '89
FELIX Z WILSON JR REGISTER
DAVIDSON COUNTY, TN

DEC 5 11 52 PM '89
FELIX Z WILSON JR REGISTER
DAVIDSON COUNTY, TN

IDENTIFICATION REFERENCE

90764

SOUTHEAST TITLE
OF TENNESSEE, INC.

SUITE 100
BRISTOL BUILDING
7003 CHADWICK DRIVE
BRENTWOOD, TN 37027

2460 06/06 0101 03CHECK 30.00

FILE BOX 30

BOOK 7686 PAGE 931
BOOK 7719 PAGE 556

"ADDENDUM "A"

THIS INSTRUMENT PREPARED BY: Homer R. Ayers, Attorney at Law
Bank of Goodlettsville, Suite 301
112 Long Hollow Pike
RE-RECORD Goodlettsville, TN 37072

BOOK 7858 PAGE 677

RESTRICTIVE COVENANTS

AND

ROADWAY AGREEMENT

MAIL ENV.

OCT 26 11 02 AM '88

METRO REGISTER DAVIDSON COUNTY, TENN.

INSTRUMENT REFERENCE

79801

This Agreement for Restrictive Covenants and for the dedication and maintenance of a roadway made and entered into on the day and date last acknowledged below by and between MARTY LANE WILLIAMS and wife, SHERRI D. WILLIAMS, hereinafter called "WILLIAMS", ROBERT V. ZOPPEL and wife, NINI K. ZOPPEL, hereinafter called "ZOPPEL", and MALCOLM R. CRAWFORD and wife, LINDA E. CRAWFORD, hereinafter called "CRAWFORD";

1041 10/26 0101 03CHECK 27.00

W I T N E S S E T H:

WHEREAS, by Deed of record in Book 7273, page 571, Register's Office for Davidson County, Tennessee, WILLIAMS became vested with title, in fee simple, to certain real property in Davidson County, Tennessee, containing 18.78 acres, more or less, to which deed reference is hereby made for a more complete and accurate description of the metes and bounds of said property; and,

WHEREAS, by survey dated December 9, 1987, and revised on August 23, 1988, by Charles B. Moseley, Jr., Registered Land Surveyor, No. 778, a copy of which is attached hereto as Exhibit "A", WILLIAMS subdivided the said property into four (4) separate tracts, identified as Tracts 1, 2, 3 and 4, each tract being more specifically and particularly described in Exhibit "B" attached hereto and incorporated herein by reference; and,

WHEREAS, Tract 1 was separately subdivided by Plat of record in Plat Book 6200, page 699, Register's Office for Davidson County, Tennessee; and,

WHEREAS, WILLIAMS constructed a dwelling house on Tract 2 and currently uses Tract 2 as WILLIAMS' homeplace; and,

WHEREAS, WILLIAMS, as Seller, entered into a contract with CRAWFORD, as Buyer, for the sale and purchase of Tract 4; and,

WHEREAS, WILLIAMS, as Seller, entered into a contract with ZOPPEL, as Buyer, for the sale and purchase of Tract 3; and,

WHEREAS, the parties have heretofore entered into certain agreements for Restrictive Covenants to be applied to Tracts 1, 2, 3 and 4 as covenants running with the land for a term of twenty-five (25) years and for the dedication, maintenance and repair of a roadway serving Tracts 2, 3 and 4; and,

WHEREAS, the parties desire that their agreements be reduced to writing.

NOW, THEREFORE, for and in consideration of the premises shown, and other good and valuable considerations, the receipt of all of which are hereby acknowledged, the parties agree as follows:

A. The parties agree that the following covenants and restrictions shall be covenants running with the land and shall apply to the owners of Tracts 1, 2, 3 and 4 as set forth and described in Exhibit "B" attached and shall be binding upon the parties hereto and on all parties claiming under them:

(1) Each tract shall be used for residential purposes only, and not otherwise. All houses shall be single family dwellings. No duplexes or multi-family dwellings shall be permitted.

(2) No store, shop, boarding house or other commercial building or enterprise shall be built, erected or maintained on any tract, except that WILLIAMS shall be allowed to operate the present existing recording studio on Tract 2.

(3) No residence dwelling shall be built or erected having an interior floor area of less than 1,800 square feet, exclusive of porches, garages or basements.

(4) No tract shall be further subdivided.

(5) No more than one (1) outbuilding shall be erected on any tract and such outbuilding shall contain no more than 800 square feet. All outbuildings shall be constructed of the same material or a similar material as the principal dwelling house on each tract and shall conform to the general architecture of the principal dwelling house, except that all of the property owners may grant a waiver of this provision.

(6) No dwelling house or outbuilding shall be located on Tract #4 within 100 feet of the south property line (the adjoining property line with Tract #2) or within

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
When Received

50 feet of the north property line (the common property line with Tract #3).

(7) No dwelling house or outbuilding shall be located on Tracts 1 and 3 within 50 feet of any boundary line on each of the said tracts.

(8) The construction of any dwelling house shall be completed within twelve (12) months from the date of the commencement of such construction.

(9) All tracts shall be maintained in a generally natural condition with as much vegetation, trees, etc. as may be practicable, to prevent soil erosion. The owner of each tract shall be solely responsible for grading, landscaping, seeding and planting such tract so as to prevent soil erosion or the flowage of water onto any adjoining tract or tracts. Any owner or owners of any tract violating these provisions shall be liable for any damages incurred by any owner of any other tract by reason of such violation.

(10) No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which shall become an annoyance or nuisance to any owner of any other tract.

(11) No part of the said property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

(12) Satellite dishes and other such equipment may be installed at the rear of a dwelling house, with adequate screening (i.e., fencing) from adjacent properties.

(13) No hogs, chickens or goats shall be raised, bred or kept on any tract described in Exhibit "B" attached.

(14) No disabled vehicles or other unsightly objects are permitted to be stored on the property.

(15) The foregoing stipulations, covenants and conditions are and shall be binding and obligatory upon the owners of Tracts 1, 2, 3 and 4, described in Exhibit "B" attached, their respective heirs, successors and assigns for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless instruments signed by all of the then owners of all of the said tracts have been recorded agreeing to change said covenants in whole or in part. These covenants shall not be modified or amended, except by written instrument executed by all of the owners of all of the tracts.

(16) If any owner of any tract, described in Exhibit "B" attached, violates these Restrictive Covenants, or any one of them, enforcement shall be by proceedings at law or in equity against any violating tract owner, either to restrain the violation or to recover damages, or both, and such proceedings may be brought by any owner of any tract described in Exhibit "B" attached, his, her or their personal representatives, heirs or assigns. Further, in the event of such violation, the violating party will pay to the complaining party, all of the complaining party's costs or expenses usual or incidental to such litigation, including but not limited to the complaining party's reasonable attorney's fees, deposition costs and court costs.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in this Document When Received.

B. The parties agree that the following terms, conditions and provisions shall apply to the dedication, maintenance and upkeep of a roadway and water line easement 30 feet in width, serving Tracts 2, 3 and 4:

(1) The parties dedicate, each to the other, a permanent, perpetual easement for ingress, egress and regress and for a roadway to be constructed and maintained to serve the owners of Tract 2, Tract 3 and Tract 4, their heirs, personal representatives or assigns, together with a water line easement, said easements and roadway being more specifically and particularly set forth and described in Exhibit "C" attached hereto and incorporated herein by reference.

(2) Unless otherwise unanimously agreed, the said roadway shall be maintained as a gravel roadway and shall be kept and maintained, at all times, in a passable condition, without ruts, potholes, or other obstructions.

(3) The owners of Tracts 2, 3 and 4 will equally be responsible for all costs or expenses relating to the upkeep, maintenance and repair of the said roadway; however, any capital expense in excess of $1,200.00 ($400.00 payable by the owner of each tract) shall be incurred only with the unanimous consent of the owners of all three tracts.

(4) Each owner of Tracts 2, 3 and 4 will be solely responsible for the installation, maintenance, repair and upkeep of the water line serving such owner's property. The water line for each Tract, unless previously installed, shall be installed within the metes and bounds of the Roadway and Water Line Easement set forth and described in Exhibit "C" attached.

(5) Notwithstanding any provisions to the contrary, any damage to the said roadway caused by any act or omission of the owner of any tract, his, her or their employees, contractors or agents, during a period of construction, site preparation or otherwise shall be repaired at the sole cost and expense of that tract owner.

(6) In the event any owner of any tract fails or refuses to timely pay his, her or their prorata share of the cost of upkeep, maintenance and repair of the said roadway in a timely manner or the cost of repair to the said roadway for damage caused by an individual tract owner, his, her or their employees, contractors or agents, in a timely manner, any owner of any other tract may contribute such cost or expense and may thereafter place a lien for such cost or expense against the property of the delinquent tract owner and may thereafter sue the delinquent tract owner in the General Sessions Court, Circuit Court or Chancery Court for Davidson County, Tennessee, to recover such payment, in which case, the delinquent tract owner shall be solely responsible for the payment of all costs or expenses relating to such litigation, including but not limited to the attorney's fees, deposition costs, court costs and other litigation expenses incurred by the contributing tract owner.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

THIS AGREEMENT made and entered into on the day and date last acknowledged below.

"WILLIAMS"

MARTY LANE WILLIAMS

SHERRI B. WILLIAMS

"ZOPPEL"

ROBERT V. ZOPPEL

NINI K. ZOPPEL

"CRAWFORD"

MALCOLM R. CRAWFORD

LINDA E. CRAWFORD

RE-RECORD BOOK 7828 PAGE 252

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MARTY LANE WILLIAMS and wife, SHERRI B. WILLIAMS, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 14th day of October, 1988.

NOTARY PUBLIC

My Commission Expires: 1-10-89

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, ROBERT V. ZOPPEL and wife, NINI K. ZOPPEL, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 14th day of October, 1988.

NOTARY PUBLIC

My Commission Expires: 1-10-89

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, MALCOLM R. CRAWFORD and wife, LINDA E. CRAWFORD, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 14th day of October, 1988.

NOTARY PUBLIC

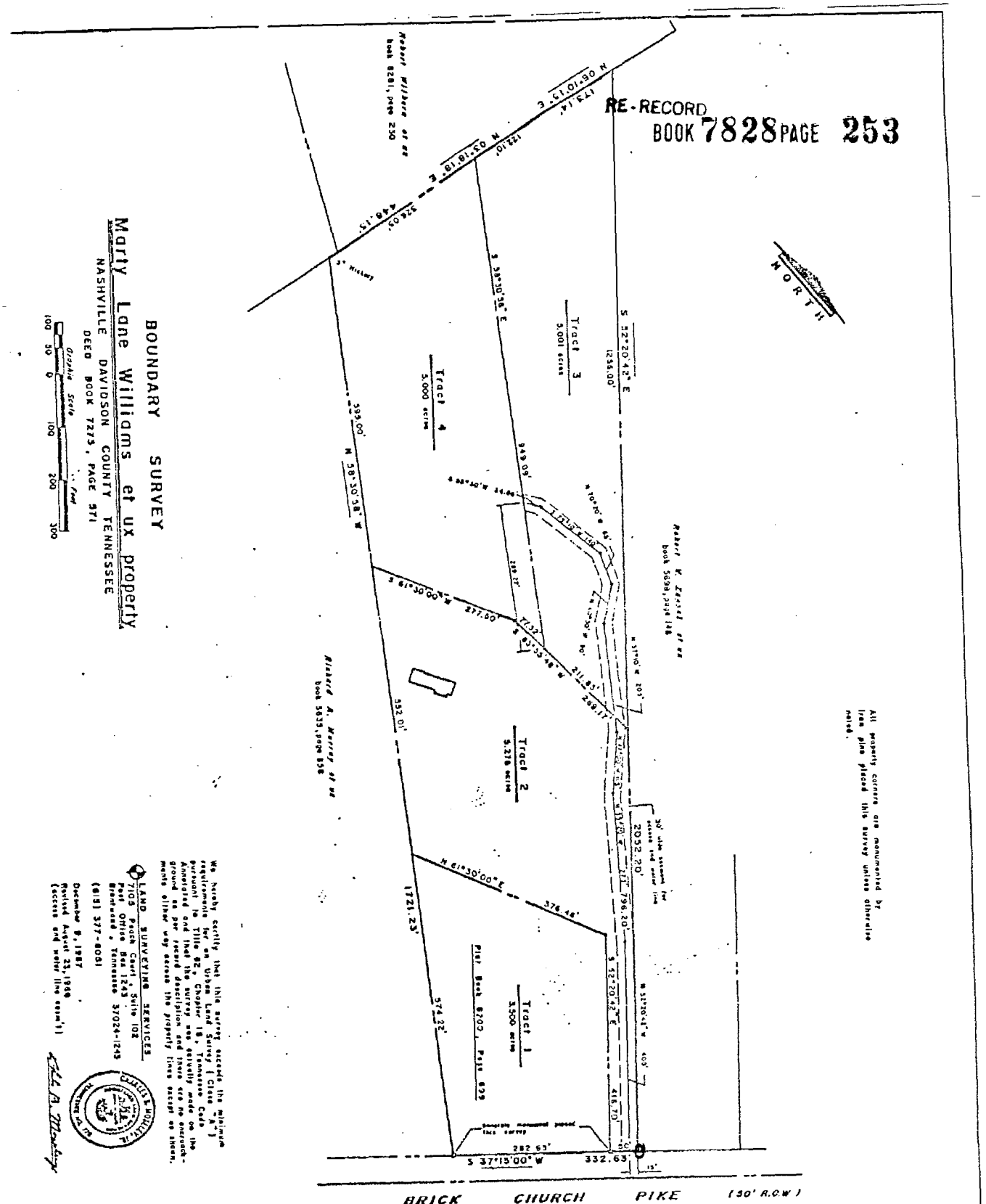
My Commission Expires: 1-10-89

BOOK 7719 PAGE 602

BOOK 7686 PAGE 936

EXHIBIT "A"

RE-RECORD
BOOK 7828 PAGE 253



All property corners are monumented by iron pins placed this survey unless otherwise noted.

We hereby certify that this survey exceeds the minimum requirements for an Urban Land Survey (Class "A") pursuant to Title 62, Chapter 18, Tennessee Code Annotated and that the survey was actually made on the ground as per record description and there are no encroachments either way across the property lines except as shown.

LAND SURVEYING SERVICES
7103 Peach Court, Suite 102
Post Office Box 1243
Brentwood, Tennessee 37024-1243
(615) 377-8051

December 8, 1987
Revised August 23, 1988
(access and water line easm't)

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED

EXHIBIT "B"

Tract 1

Located in Davidson County, Tennessee, being Tract No. 1 on the survey of the Marty Lane Williams, et ux, property by Charles B. Moseley, Jr., Registered Land Surveyor, No. 776, as Job No. 226-87, as follows:

BEGINNING at a concrete monument in the northeasterly margin of Brick Church Pike, a corner to the property conveyed to Richard A. Murray, et ux, of record in Book 5635, page 858, Register's Office for Davidson County, Tennessee; thence with the line of Murray North 58° 30' 58" West 574.22 feet to a point; thence, North 61° 30' 00" East 376.48 feet to a point; thence, South 52° 20' 42" East 416.70 feet to a point in the northeasterly margin of Brick Church Pike; thence, with said margin of said pike South 37° 15' 00" West 282.63 feet to the point of beginning and containing 3.500 acres, more or less.

Said property is more specifically and particularly described in a plat filed for record in Book 6200, page 699, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more illustrative description of said tract.

Tract 2

Located in Davidson County, Tennessee, being Tract No. 2 on the survey of the Marty Lane Williams, et ux, property by Charles B. Moseley, Jr., Registered Land Surveyor, No. 776, as Job No. 226-87, as follows:

BEGINNING at a point in the northeasterly margin of Brick Church Pike, a corner to the property conveyed to Robert V. Zoppel, et ux, by deed of record in Book 5698, page 148, Register's Office for Davidson County, Tennessee; thence, with said margin of said pike South 37° 15' 00" West 50 feet to a concrete monument; thence, North 52° 20' 42" West 416.70 feet to a point; thence, South 61° 30' 00" West 376.48 feet to a point in the line of the property conveyed to Richard A. Murray, et ux, by deed of record in Book 5635, page 858, said Register's Office; thence with the line of Murray North 58° 30' 58" West 552.01 feet to a point; thence, North 61° 30' 00" East 277.50 feet to a point; thence, North 83° 55' 48" East 289.17 feet to a point in the line of Zoppel; thence, with the line of Zoppel South 52° 20' 42" East 796.20 feet to the point of beginning and containing 5.276 acres, more or less.

Tract 3

Located in Davidson County, Tennessee, being Tract No. 3 on the survey of the Marty Lane Williams, et ux, property by Charles B. Moseley, Jr., Registered Land Surveyor, No. 776, as Job No. 226-87, as follows:

BEGINNING at an iron pin in the southerly line of the property conveyed to Robert V. Zoppel, et ux, by deed of record in Book 5698, page 148, Register's Office for Davidson County, Tennessee, said point being North 52° 20' 42" West 796.20 feet from the northwesterly margin of Brick Church Pike; thence, South 83° 55' 48" West 211.85 feet to an iron pin; thence, North 58° 30' 58" West 949.09 feet to an iron pin in the line of the property conveyed to Robert Wilburn, et ux, of record in Book 6281, page 230, said Register's Office; thence, with the line of Wilburn North 03° 18' 18" East 122.10 feet to an iron pin; thence, North 06° 10' 15" East 173.14 feet to an iron pin; thence, with the line of Zoppel South 52° 20' 42" East 1,256.00 feet to the point of beginning and containing 5.001 acres, more or less.

Tract 4

Located in Davidson County, Tennessee, being Tract No. 4 on the survey of the Marty Lane Williams, et ux, property by Charles B. Moseley, Jr., Registered Land Surveyor, No. 776, as Job No. 226-87, as follows:

BEGINNING at a point in the northerly line of the property conveyed to Richard A. Murray, et ux, of record in Book 5635, page 858, Register's Office for Davidson County, Tennessee, said point being North 58° 30' 58" West 1,126.23 feet from the northwesterly margin of Brick Church Pike; thence, with the line of Murray North 58° 30' 58" West 595.00 feet to an iron pin at a 5 inch hickory tree; thence, North 03° 18' 18" East 326.05 feet to an iron pin; thence, South 58° 30' 58" East 949.09 feet to an iron pin; thence, South 83° 55' 48" West 77.32 feet to an iron pin; thence, South 61° 30' 00" West 277.5 feet to the point of beginning, containing 5.00 acres, more or less.