This Instrument prepared by:
Robert E. W. Lineberger
#2828, 611 Commerce Street
Nashville, TN. 37203

WARRANTY DEED BOOK 9901 PG 137

Address New Owners:	**Send Tax Bill:**	**Map:** 181
Leslie Wells and Bernice Karnett	To Owner	**Parcel:** P/O 059
2123 Hickory Club Drive		
Antioch, TN 37013		

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $54,000.00.

Affiants

Subscribed and sworn to me this 28 day of December, 1995.

Notary Public

My Commission Expires: 1-26-97

0135922
IDENTIF. & REFERENCE

95 DEC 28 11:12:57
REGISTER'S OFFICE
DAVIDSON COUNTY, TN.

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the herein named Grantees, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, SCOTT DEERING and wife, ANGELA CAROL WALKER ("Grantor"), have bargained and sold, and do hereby transfer and convey unto LESLIE WELLS and BERNICE KARNETT ("Grantees"), as Tenants in Common, their heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee (the "Property"), as described in Exhibit "A" attached hereto and incorporated herein by reference.

This is unimproved property known as Map 181, Part of Parcel 059, Tract 5, Orchard Lane, Nashville, Tennessee.

This conveyance is made subject to all applicable local, county and state government planning, building and zoning regulations and the following:

1. All residences shall have a minimum of 1,400 square feet of living area, exclusive of porches, garage, carport or basement.

2. No residence shall be constructed or maintained with outside walls constructed of any material other than brick, natural stone, wood, stucco, aluminum siding or vinyl siding or a combination thereof.

3. No trailer, garage, tent, barnbasement or other outbuilding shall be erected or used as either a temporary or permanent residence on the Property.

4. No commercial poultry or no swine may be kept on the Property.

5. All barns and other detached buildings must be set back a minimum of 200 feet from any easement for ingress and egress or public or private road and no closer than 25 feet to a side or rear line.

6. 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.

7. These restrictive covenants may be amended and/or altered from time to time by the recording of a written instrument executed by the owners of 60% of all the tracts.

8. The restrictive covenants shall run with the land and shall expire November 3, 2019.

9. The right of enforcement of these restrictive covenants is vested in the owners or assigns of Tracts 1 through 18 of an unrecorded plat prepared by J. Bruce Rainey, dated July 13, 1993. Any such owner of any of said Tracts 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.

10. By the creation of the above restrictions there is no intention of imposing them on any other land owned by J. D. Stevens, Trustee, or his beneficiary, whether adjoining said northerly portion of this Property or located in the vicinity thereof, there being no general plan of development of all of his land, and he does expressly reserve the right to restrict in the same or in a different manner or not to restrict at all the land owned by him which is not embraced within the above restrictions.

The property is further subject to and has the use of a 50 foot joint use ingress/egress and utility easement running generally along the westerly line of this tract and also has the use of an additional 10 foot utility easement immediately adjacent to and west of the said 50 foot easement. The Property is further subject to a Private Road and Utility Easement and Maintenance Agreement, hereinafter "Agreement", which has been recorded with the Registers Office Davidson County, State of Tennessee at Book 9518 Page 380. A copy of the Agreement is attached hereto as Exhibit B . By the terms of the Agreement, which runs with the land, Grantees are subject to all conditions and requirements set forth in the Agreement and agree to be bound by the Agreement and the obligations imposed on them by the Agreement.

The Property is further subject to the unrecorded plat prepared by J. Bruce Rainey, Tennessee No. 823 of Bruce Rainey and Associates, dated July 13, 1993, revised May 19, 1994.

The above described real estate and any improvements located thereon are sold in "As Is" condition.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title, and interest thereto belonging to Grantees, theirs heirs, successors and assigns, forever; and Grantor does covenant with Grantees that Grantor is lawfully seized and possessed of the property in fee simple, has a good right to convey it, and the same is unencumbered unless otherwise herein set out; and Grantor does further covenant and bind himself, his heirs, successors and representatives, to warrant and forever defend the title to the Property to Grantees, their heirs, successors and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

ANGELA CAROL WALKER joins in this conveyance for the sole purpose of conveying to the Grantees named herein any interest she may have in the Property conveyed as a result of her marriage to SCOTT DEERING or otherwise.

Witness our hands this 29th day of December, 1995.

Grantor:

SCOTT DEERING

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ANGELA CAROL WALKER

Grantees: Leslie Wells
LESLIE WELLS

Bernice Karnett
BERNICE KARNETT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public in and for said County and State, SCOTT DEERING and wife, ANGELA CAROL WALKER, 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 at office this 21st day of December, 1995.

Jewel A. Kemp
Notary Public

My Commission Expires:

1/20/1999

SATE OF GEORGIA)
COUNTY OF DeKalb)

Personally appeared before me the undersigned Notary Public in and for said County and State, LESLIE WELLS and BERNICE KARNETT, 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 at office this 22nd day of December, 1995.

Notary Public

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires June 8, 1997

EXHIBIT "A"

Land in the Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor, #823 dated July 13, 1993 and known as Job no: 930091 more particularly described as follows:

Beginning at a point in the center of a 50 foot joint use ingress-egress and utility easement, said point of beginning being 1,742.62 feet northerly as measured along the centerline of said easement from the northerly margin of Pettus Road, said point of beginning also being the Northwest corner of Tract No. 4 of the J. D. Stevens Pettus Road division and also being the Southwest corner of the herein described tract; thence with the centerline of said 50 foot joint use ingress-egress and utility easement and with a curve to the right having a radius of 1208.85 feet and a long chord of 209.74 feet, said chord having a bearing of North 04 degress 43 minutes 47 seconds West a distance along the curve of 210.00 feet to a point; thence leaving the centerline of said ingress-egress and utility easement and with the southerly line of Tract 6 of said J. D. Stevens Pettus Road division South 86 degress 00 minutes 50 seconds East passing an iron pin at 25.00 feet in all 1114.44 feet to an iron pin; thence leaving the line of Tract 6 South 15 degrees 47 minutes 21 seconds West 211.79 feet to an iron pin; thence North 86 degrees 00 minutes 50 seconds West passing a steel fence post at 1014.34 feet in all 1039.34 feet to the point of beginning, containing 5.14 acres more or less.

Being the same property conveyed to Scott Deering by deed from J.D. Stevens, Trustee, with full power to mortgage, sell, transfer and convey without the necessity of joinder of any beneficiary, of record in Book 9518, page 377, Register's Office for Davidson County, Tennessee. The said J.D. Stevens, Trustee and D. Stevens, Trustee are one and the same person.

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

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EXHIBIT "B"

BOOK 9518PG380

THIS INSTRUMENT PREPARED BY:
Clement, Gibson & Gregory
Suite 600, 200 Fourth Avenue, North
Nashville, Tennessee 37219

PRIVATE ROAD AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is hereby made and entered into on the dates set forth below by and between the owners (hereinafter the "Parties) of certain property located in Davidson County, Tennessee, north of Pettus Road and being a part of Map 181, Parcels 59 and 160 (hereinafter the "Property").

W I T N E S S E T H:

WHEREAS, the Property was originally conveyed to James D. Stevens, Trustee (hereinafter "Stevens"), by deed of record in Book 5987, page 570, and Book 7408, page 420, Register's Office for Davidson County, Tennessee; and

BOOK 9901PG141

WHEREAS, Stevens has developed and divided the Property into 18 tracts of more than 5.1 acres each as described on an unrecorded survey by J. Bruce Rainey dated July 13, 1993, as revised on May 19, 1994, attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Stevens constructed a private roadway, which is described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter the "Private Roadway") from Pettus Road for the use and benefit of the owners of Tracts 1 through 18; and

WHEREAS, Stevens has installed water lines from Tract 1 to each Tract owner, within the public utility easement as reflected on the unrecorded survey by J. Bruce Rainey, dated July 13, 1993, as revised on May 19, 1994; and

WHEREAS, Stevens has arranged and paid for the installation of lines for electricity to service the 18 Tracts, which is to be constructed by the Nashville Electric Service, which lines will be secured by poles, including some poles which will be located on anchor utility easements, all of which is reflected on the plans prepared by Nashville Electric Service as shown on Exhibit "C" attached hereto and incorporated herein by reference; and

WHEREAS, the above-mentioned water lines and lines for electricity, as well as any future utilities which might service Tracts 1 through 18, hereby become the responsibility of the Parties, including the installation of said utilities to any improvement to be constructed on the Tracts, as well as the maintenance of said utilities; and

WHEREAS, each Warranty Deed that conveyed the individual tracts to the Parties from Stevens included the legal description to the middle of the Private Roadway, but the deeds included language stating that each tract of land is subject to the joint use of the Parties for ingress and egress and utility easements; and

WHEREAS, as a result of the construction of the Private Roadway and the exceptions outlined in the Warranty Deeds mentioned above, the Parties have a non-exclusive right to use the Private Roadway for the purposes of ingress and egress and utility easements; and

WHEREAS, the Parties desire to more specifically set forth their obligations and responsibilities relative to said roadway and utilities.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and understandings herein contained, the Parties agree as follows:

1. The Parties shall be jointly responsible for the upkeep, maintenance, repair and resurfacing of the Private Roadway. The Parties hereby agree to share the cost of such upkeep, maintenance, repair and resurfacing equally. In the event one or more of the Parties, his or her guests, agents, employees, or invitees cause damage to the Private Roadway, other than ordinary wear and tear, that party shall be required to repair such damage and shall be solely and exclusively responsible for the costs thereof. If any party divides his or her tract of land, each of the resulting lots or parcels so created that has an easement and right to use the Private Roadway and shall share in the cost of upkeep, maintenance, repair and resurfacing of the Private Roadway on a prorata basis with all other Parties having the right to use it. No party shall destroy or damage the Private Roadway, although ordinary wear and tear is expected.

2. Although the Private Roadway shall be kept and maintained in good condition, with ordinary wear and tear expected, all expenditures made for the upkeep, maintenance, repair and resurfacing of the road shall be agreed to in writing by the Parties before such expenditures are contracted for or made, unless an emergency situation requires otherwise.

3. None of the owners of the tracts of land (any of the Parties), their guests, employees, agents or invitees shall block the Private Roadway in such a way that prevents easy ingress and egress along the Private Roadway. The parking of vehicles by an owner of one the tracts of land (any of the Parties), their guests, employees, agents or invitees, along the Private Roadway shall be temporary only and there shall be no permanent parking of vehicles along the Private Roadway.

4. The terms "upkeep", "maintenance" and "repair" shall include, but not be limited to, filling potholes in the Private Roadway, keeping the Private Roadway free and clear of obstructions and limbs, trimming brush and trees along the Private Roadway, matching and adding content in spots to the Private Roadway, adding stone and crushed gravel to the shoulders of the Private Roadway and maintaining the supports to the Private Roadway. If any of the Parties (any individual tract owner) defaults in the performance of the requirements of this Agreement, or fails to contribute his or her share of the cost, for the upkeep, maintenance, repair and resurfacing of the Private Roadway, then that individual owner shall be responsible for all costs of collection incurred by the remaining Parties, including reasonable attorney fees and court costs. None of the Parties shall fail to perform his or her obligations under this Agreement because of non-use of the Private Roadway and each of the Parties, their heirs, successors and assigns

(including but not limited to, future purchasers of the individual tracts) shall remain responsible for all the terms and conditions of this Agreement.

5. Each individual tract owner shall be responsible for the installation of utilities from the point where they have been made available by Stevens which is located on the Private Roadway. Each individual tract owner shall further be responsible for the maintenance of any and all utilities from Pettus Road to each individual tract and/or the improvements located thereon.

6. The Parties shall meet once a year and elect one individual to serve as Manager, whose duties shall be to contact the Parties for an annual meeting to determine when the Private Roadway needs maintenance, repair or resurfacing. The Manager shall make available to the parties the cost of any maintenance, repair or resurfacing and the Parties will vote as to whether or not such maintenance, repair or resurfacing is needed and which company should be selected to perform the work. In the event of an emergency, the Manager shall have the right to call a meeting to discuss possible emergency repairs. A majority vote will govern all decisions as to whether or not maintenance, repair or resurfacing should be performed.

7. The covenants and requirements set forth in this Agreement shall run with the land and shall be binding upon the Parties, their heirs, successors and assigns, including but not limited to, any future purchasers of the individual tracts.

8. This Agreement may not be amended except by writing, signed by the owners of the 18 tracts of land herein described at such time. This Agreement contains the entire agreement between the Parties and shall be interpreted and construed according to the laws of the State of Tennessee.

9. Stevens has remained the owner of Tracts 7, 8, 9, 10 and 11, and has the right to combine any or all of those tracts so as to reduce the total number of tracts from eighteen to as few as fourteen tracts. In the event the tracts are combined so that the total project has less than eighteen tracts, it is understood by the Parties that the expenditures incurred to maintain, repair and resurface the Private Roadway, as described in this Agreement, shall be borne by the number of the overall tracts that are a part of this project. An example would be, if there are fifteen tracts, then each tract owner would be responsible for one-fifteenth (1/15) of the cost to upkeep, maintain, repair and resurface the Private Roadway. In the event Tracts 7, 8, 9, 10 and 11 are combined into fewer than five tracts, the Parties shall be notified in writing by Stevens, which notice shall inform the Parties of the total number of Tracts and resulting percentage of obligation of each tract owner for the upkeep, maintenance, repair and resurfacing of the Private Roadway.

10. This Agreement is governed by the laws of the State of Tennessee.

BOOK 9518PG383

IN WITNESS WHEREOF the parties to this Agreement have executed on the dates set forth below.

Kasso Sivonanica Rep Sewanee 11-8-94
Owner of Tract 1 Date

Jesse & Lora E Smith 11/2/94
Owner of Tract 2 Date

James F Elam 11/2/94
Owner of Tract 3 Date

11/2/94
Owner of Tract 4 Date

11/2/94
Owner of Tract 5 Date

Houston Hill Daniel Clemons 11/1/94
Owner of Tract 6 Date

BOOK 9901PG144

James D Stevens, Trustee 11/4/94
Owner of Tract 7 Date

James D. Stevens, Trustee 11/4/94
Owner of Tract 8 Date

James D Stevens, Trustee 11/4/94
Owner of Tract 9 Date

James D. Stevens, Trustee 11/4/94
Owner of Tract 10 Date

James D Stevens, Trustee 11/4/94
Owner of Tract 11 Date

11-2-94
Constance Wisnefske, PRES. Orchard Farms, Inc. of Winchester
Owner of Tract 12 Date

Royal Properties
Brett Wisnefske as Trus. Orchard 11/2/94
Owner of Tract 13 Date

Houston Hill Daniel Clemons 11/1/94
Owner of Tract 14 Date

Ellen Berkley Bunch 11/7/94
Owner of Tract 15 Date

Clemon M. Nabors Kaye J Nabors 11/2/94
Owner of Tract 16 Date

Houston Hill Daniel Clemons 11/1/94
Owner of Tract 17 Date

Ed Hill 11/1/94
Owner of Tract 18 Date

03233
IDENTIFICATION REFERENCE

9 NOV 11 AM 9:53

FRANKLIN REGISTER
COUNTY, TN

235.25

EXHIBIT "A"

BOOK 9518PG384

RECORDER'S MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

BOOK 9901PG145

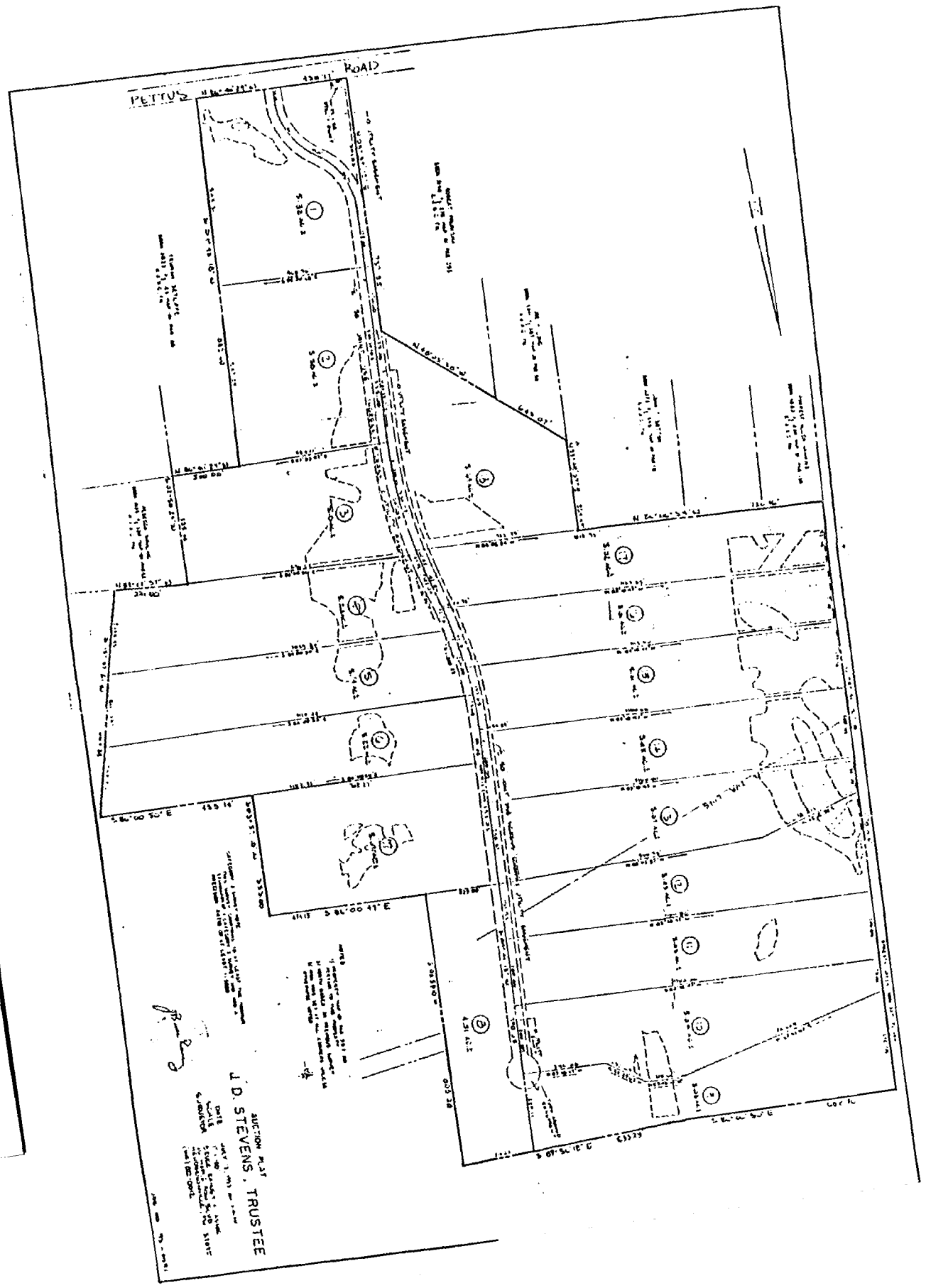


EXHIBIT "B"

BOOK 9518PG385

INGRESS/EGRESS EASEMENT

Land in Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor, #823 dated July 13, 1993 and known as Job no: 930091 and being a 50 foot ingress/egress and public utility easement which lies 25 feet each side of the centerline of which is more particularly described as follows:

Beginning at a point on the northerly margin of Pettus Road, said point of beginning being 299.38 feet easterly from the Southeast corner of the Robert Pruikema property of record in Book 8148, page 870, R.O.D.C., TN.; thence leaving the margin of Pettus Road and with the centerline of said 50 foot ingress/egress and public utility easement the following calls: North 03 degrees 19 minutes 31 seconds East 50.00 feet to a point; thence with a curve to the left having a radius of 177.37 feet and a long chord of 174.22 feet, said chord having a bearing of North 26 degrees 05 minutes 19 seconds West a distance along the curve of 182.11 feet to point; thence North 55 degrees 30 minutes 08 seconds West 37.04 feet to a point; thence with a curve to the right having a radius of 176.19 feet and a long chord of 173.94 feet, said chord having a bearing of North 25 degrees 55 minutes 28 seconds West a distance along the curve of 181.91 feet to a point; thence North 03 degrees 39 minutes 12 seconds East 700.00 feet to a point; thence with a curve to the left having a radius of 1,280.46 feet and a long chord of 395.21 feet, said chord having a bearing of North 05 degrees 13 minutes 26 seconds West a distance along the curve of 396.79 feet to a point; thence North 14 degrees 06 minutes 06 seconds West 102.04 feet to a point; thence with a curve to the right having a radius of 1208.85 feet and a long chord of 394.64 feet, said chord having a bearing of North 04 degrees 42 minutes 26 seconds West a distance along the curve of 396.41 feet to a point; thence North 04 degrees 41 minutes 13 seconds East 1020.89 feet to the centerpoint terminus of said easement. From said terminus there is provided a 100 foot radius turn around easement, the radius point of which is the terminus point of the above described centerline.
In addition to the above described 50 foot joint use ingress/egress and utility easement there is an additional 10 foot public utility easement on the West side of the above described 50 foot easement, said 10 foot utility easement commences on the South side of Tract no. 18 and continues along the West side of the above described 50 foot easement Northwardly to the terminus of said 50 foot easement.

BOOK 9901PG146

RECORDERS MEMO
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9. The right of enforcement of these restrictive covenants is vested in the owner or assigns of Tracts 1 through 18 of an unrecorded plat prepared by J. Bruce Rainey, dated July 13, 1993. Any such owner of any of said Tracts 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.

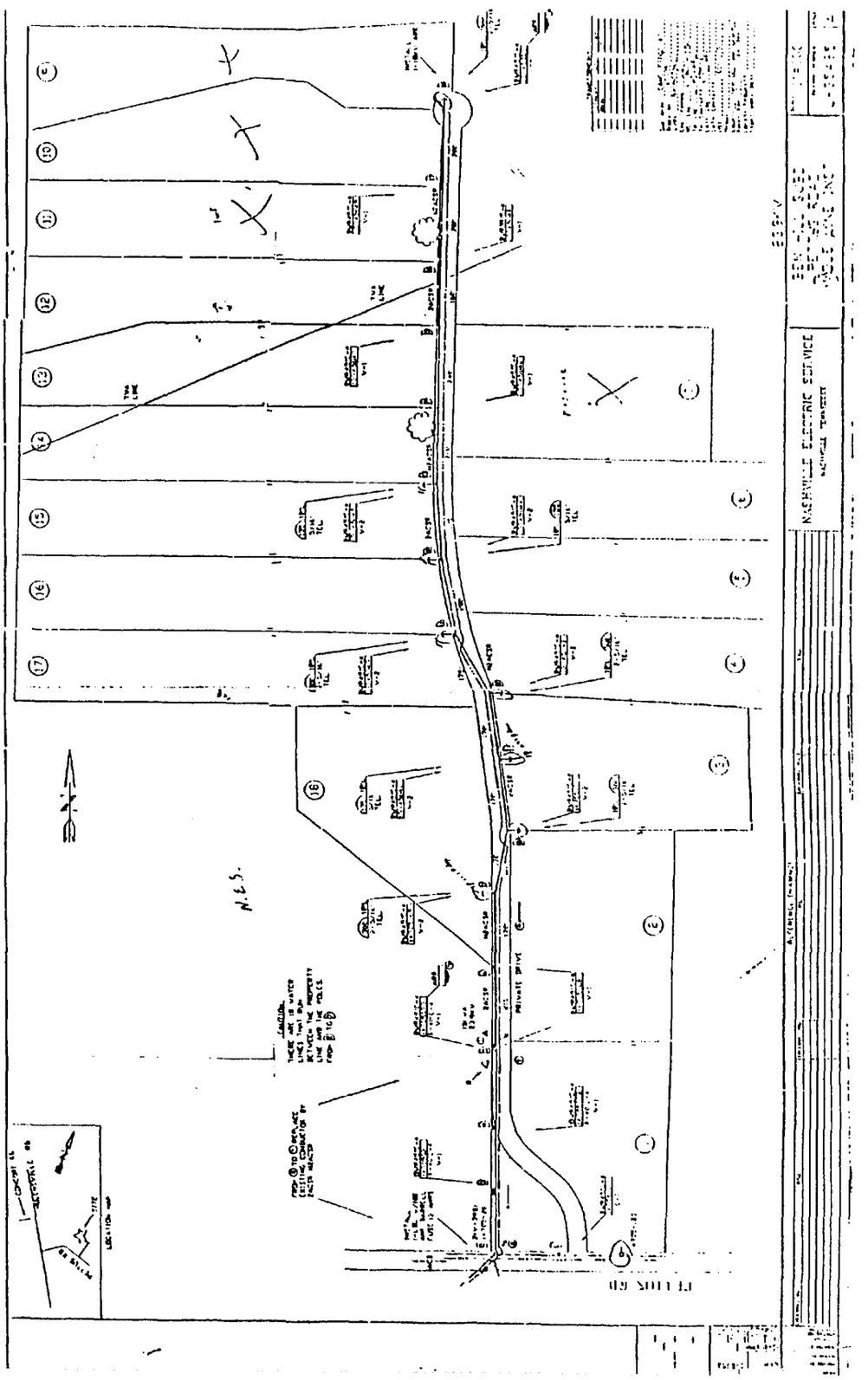
10. By the creation of the above restrictions there is no intention of imposing them on any other land owned by J. D. Stevens, Trustee, or his beneficiary, whether adjoining said northerly portion of this property or located in the vicinity thereof, there being no general plan of development of all of his land, and he does expressly reserve

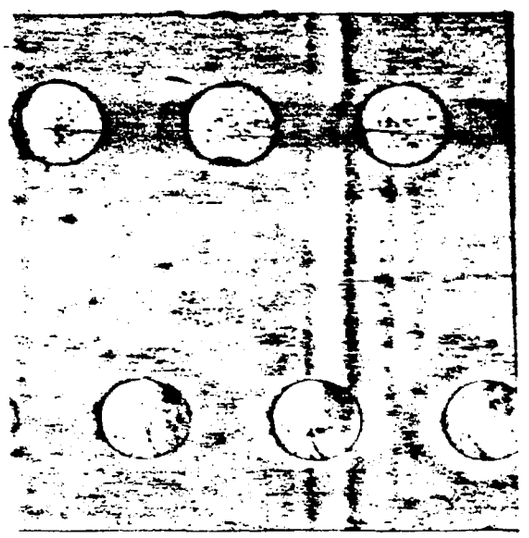
EXHIBIT "C"

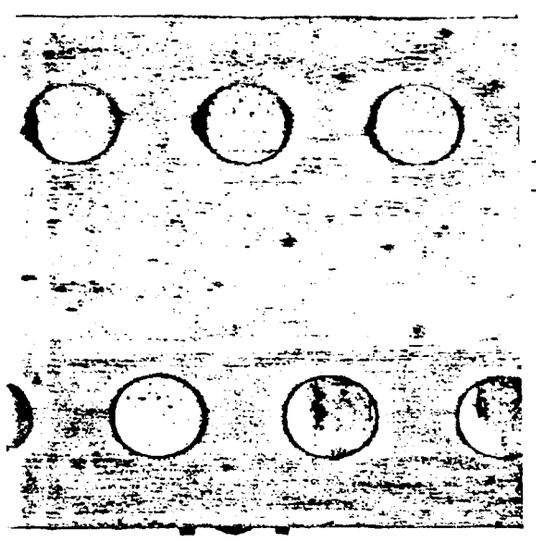
BOOK 9518PG386

RECORDING MEMO
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BOOK 9901PG147







OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 9901 PG 148

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 54000.00
CON TX 199.80
PRFEE 1.00
WDEED 44.00
TOTAL 244.80
CHECK 244.80

12/28/95 01 12:59 0001 2506

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0135922 IDENTIF. # REFERENCE

95 DEC 28 PM 1:57

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 990890