# WARRANTY DEED

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STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 35,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF September 19 99

Notary Public

MY COMMISSION EXPIRES: March 23, 2002
(AFFIX SEAL)

**THIS INSTRUMENT WAS PREPARED BY**

EAST END TITLE & ESCROW, INC., 405 TWO MILE PIKE, SUITE C, GOODLETTSVILLE, TN 37072

| ADDRESS NEW OWNER(S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| KATHI H. BURNS (NAME) | SAME (NAME) | MAP 9 PART OF |
| 1114 Arbor Lake Blvd. (ADDRESS) | (ADDRESS) | PARCELS 71 |
| Hermitage, TN. 37076 (CITY) (STATE) (ZIP) | (CITY) (STATE) (ZIP) | AND 114 |

FOR AND CONSIDERATION OF THE SUM 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, WE, BOBBY RAY MILLIKEN AND WIFE, SHIRLEY ANN MILLIKEN

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO KATHI H. BURNS

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

Situated in the 14th Civil District of Davidson County, Tennessee, being Tract No. 2 according to an unrecorded survey for The Bobby Milliken Property by Jack L. Head, RLS Tennessee No. 670, 2127 Memorial Boulevard, Springfield, Tennessee, dated May 16, 1997, as follows:

Beginning at an iron pin (old) in the north margin of Ridgewood Road, said pin being the most southeast corner of property of Sharon Z. Faircloth, as appears in Deed Book 9060, page 811, Register's Office for Davidson County, Tennessee and continuing as follows with said margin of Ridgewood Road S 73 deg. 03 min. 10 sec. E 50.00 feet to an iron pin (new) at the most southwest corner of and the true BEGINNING POINT of this tract and continuing as follows: leaving the margin of Ridgewood Road and with a new line to Milliken N 21 deg. 58 min. 18 sec. E 1259.27 feet to an iron pin (new), thence continuing with a new line to Milliken S 73 deg. 03 min. 10 sec. E 138.60 feet to an iron pin (new), thence continuing with a new line to Milliken 18 deg. 30 min. 39 sec. W 1254.91 feet to an iron pin (new) in the north margin of Ridgewood Road, thence with the said margin N 73 deg. 03 min. 10 sec. W 214.64 feet to the point of beginning, containing 5.09 acres, more or less.

Being a portion of the same property conveyed to BOBBY RAY MILLIKEN AND WIFE, SHIRLEY ANN MILLIKEN by Deed of record in Book 8204, page 178, Register's Office for Davidson County, Tennessee, and being a portion of the same property conveyed to B. R. MILLIKEN AND WIFE, SHIRLEY ANN MILLIKEN by Deed of record in Book 4492, page 350, Register's Office for Davidson County, Tennessee.

BOBBY RAY MILLIKEN AND B. R. MILLIKEN are one and the same person.

CONTINUED ON PAGE 2 OF 2 AND EXHIBIT "A"

unimproved (X)
This is improved ( ) property, known as Tract 2, Ridgewood Road, Goodlettsville, TN 37072
(House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, 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 singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand S this 28th day of September, 19 99

Bobby Ray Milliken
BOBBY RAY MILLIKEN

Shirley Ann Milliken
SHIRLEY ANN MILLIKEN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BOBBY RAY MILLIKEN AND WIFE, SHIRLEY ANN MILLIKEN

the bargainor S, 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 GOODLETTSVILLE, Tennessee, this 28th day of September 19 99.

Commission expires March 23, 2002

Notary Public

STATE OF TENNESSEE
COUNTY OF

Before me, _____ a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon _____ oath(s) acknowledged _____ to be the _____ and _____ respectively of the _____ the within named bargainor, and corporation, and that _____ as such _____ and _____ being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said _____ as such _____, and attesting the same by the said _____ as such _____.

Witness my hand and official seal at office at _____ on this the _____ day of _____ 19_____ .

My commission expires _____

_____
Notary Public

CONTINUATION OF LEGAL DESCRIPTION

By virtue of that certain "greenbelt" application of record in Book 9044, page 518, Register's Office for Davidson County, Tennessee, the Grantors herein acknowledge responsiblity for any rollback taxes which may be assessed by virtue of the conveyance this date.

THIS CONVEYANCE IS FURTHER MADE SUBJECT TO RESTRICTIONS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

EXHIBIT "A"

The undersigned hereby acknowledges that she is the purchaser of a tract of land located on Ridgewood Road which tract is a portion of a large tract which now contains seven (7) tracts and that this conveyance is made SUBJECT TO the following Restrictions, which shall likewise be Restrictions against the remaining tracts:

1) Single Family dwellings only.

2) No noxious or offensive trade, business, commercial enterprise nor illegal use of any kind shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3) No poultry, emu, swines, goats, sheep, guineas or exotic animals shall be allowed on or maintained on any tract at any time, provided, however, that this provision shall not preclude the ownership and keeping of horses, cows, dogs, cats or other household pets, as such, but no professional kennel for the sale or training of dogs or other animals shall be allowed or maintained on any tract.

4) No single wide mobiles homes, or trailers, basement, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no mobile home, house trailer or such vehicle shall be stored on the premises.
One vacation trailer or one camper can be stored on premises, but cannot be used as a residence. Modular and/or double wides must be on permanent foundations.

5) No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any dwelling house must be completed prior to occupancy.

6) No junk, trash, junk cars, parked or wrecked cars, trucks or other vehicles that do not start and run on their own power may be kept, stored, parked or housed on any tract. Any vehicle located on the premises must be licensed with current tags.

7) All open area that is in grass must be mowed at least three times per growing season and kept mowed and of neat appearance.

8) Any outbuildings placed upon this property must be placed to the rear of the dwelling house and all outbuildings must be well maintained and kept of neat appearance.

9) Vegetable gardens, incinerators and the like must be located on the rear portion of the tract and conform to general landscaping of the lot and to be as unobtrusive as practical.

10) All dwelling houses must have a full foundation, no pier and beam foundations being allowed. Dwellings with brick exterior finishes must have brick to grade. If a building is faced with wood or stucco, the foundation walls shall be faced with rock or brick. No concrete block foundation walls on a dwelling house shall be exposed.

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11) No dwelling shall be permitted on any tract unless the living floor area of structure, exclusive of porches, decks or garages, shall be at least 1500 square feet in size.
No two story or split level dwelling shall be permitted on any tract unless the ground floor living area of the structure exclusive of porches and decks shall be at least 1200 square feet in size.
All dwellings must be completed within one year of start of construction.

12) It shall be obligatory upon the owner or owners of said property or any part thereof, to consult with a member or proper representative of the State or Robertson County Highway Department, County Road Engineer, as the case may be, before any driveways, culverts, other structures or grading are placed or constructed within the limits of any dedicated or constructed roadway, and such placement or construction shall be done in accordance with the requirements of the County or State Highway Commission or Regulatory authority applying to County or State roads in order that the Roads or Streets which would be affected by such placement or construction may not be disqualified for acceptance by such County into its Public Road system.

These restrictions, covenants, conditions and limitations shall take effect upon the date of execution hereof and shall remain in full force and effect for a period of twenty (20) years from date.

If any present or subsequent owner, including their heirs and assigns of any tract, shall violate or attempt to violate any of the covenants or restrictions contained herein or any duly recorded amendments thereof, it shall be lawful for any person or persons owning any one or more of said tracts, to institute any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants or restrictions as may be permitted by law, and either to prevent such violation by injunction or recover damages for such violations, or both.

If any one or more of the covenants or restrictions herein contained are declared invalid by Order of any Court having jurisdiction, such invalidation shall in no way affect any other restriction herein contained, all of which shall remain in full force and effect, each restriction being treated as a separate instrument.

Hereby acknowledged by the Grantee on this the 28 day of September, 1999.

Kathi H Burns
KATHI H. BURNS

MAIL ENV.
0640522
REFERENCE
99 SEP 29 AM 8:23
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.
3449 09/29 0101 03CHECK 148.50

# OFFICIAL RECEIPT

**BILL GARRETT**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

**RECEIVED OF** _____

**FOR** _____

| | | | | | |
|---|---|---|---|---|---|
| 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 | CFEE | COMPUTER FEE | PRFEE | PROBATE FEE |

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064522
IDENTIFICATION REFERENCE

99 SEP 29 AM 8:23
BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

| | |
|---|---|
| CAMT | 35000.00 |
| CON TX | 129.50 |
| PRFEE | 1.00 |
| WDEED | 16.00 |
| CFEE | 2.00 |
| TOTAL | 148.50 |
| CHECK | 148.50 |

09/29/99 01 08:26 0001 3449

**RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK**

**No.** 1521360