Davidson County DEEDWARR
Recvd: 10/20/00 09:54 5pgs
Fees:23.00 Taxes:370.00
20001020-0104077

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $100,000.00.

William E. Kantz Jr.
Affiant

Sworn to and subscribed before me, the undersigned, a Notary Public this 18th day of October, 2000.

Notary Public

My Commission Expires: 9/1/2001

RUSSELL JOHN McCANN NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN.

WARRANTY DEED

THIS INSTRUMENT WAS PREPARED BY

Sidwell & Barrett, P.C.
121 First Avenue South
Suite 200
Franklin, TN 37064

ADDRESS NEW OWNER(S) AS FOLLOWS:
905 Earps Court
Nashville TN 37221

SEND TAX BILLS TO:
NEW OWNER

MAP-PARCEL NUMBERS:
142-000-354.00

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid by the Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **William E. Kantz, Jr.** hereinafter referred to as Grantors, hereby transfers and conveys to **William R. Snodgrass, Jr. and wife, Sara M. Snodgrass** hereinafter referred to as Grantees, their heirs and assigns a certain tract or parcel of land in Davidson County, State of Tennessee described as follows, TO WIT:

SEE ATTACHED EXHIBIT A FOR COMPLETE LEGAL DESCRIPTION

Being the same property conveyed to William E. Kantz, Jr. by deed from Awtar S. Bhatti and wife, Sarabjit M. Bhatti by instrument of record in Book 11436, page 504, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Taxes for the year 2001, and subsequent years, a lien not yet due and payable.

The Plan of record in Plat Book 6900, Page 398, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument of record in Book 9947, Page 281, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in Exhibit B attached hereto.

Easement for Ingress/Egress of record in Book 11436, page 508, said Register's Office.

Easement for Waterline of record in Book 11436, page 514, said Register's Office.

County and/or City taxes for the year 2000 are a lien currently due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTEES paying their prorata share thereof to GRANTORS who will be responsible for payment of said taxes.

This is unimproved property previously known as Lot 3, Devon Hills, Nashville TN, now known as Lot 3 of Steeplechase Park, SBC 134-84G-2000S-327G-06.

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 I do covenant with the said **GRANTEES** that I am 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 I do further covenant and bind myself, my 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 my hand this 18th day of October, 2000.

William E. Kantz, Jr. /s/

William E. Kantz, Jr.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William E. Kantz, Jr., with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged they executed the forgoing instrument for the purposes therein contained.

Witness my hand and official seal this 18th day of October, 2000.

Notary Public

9-1-2001

My Commission Expires

RUSSELL JOHN McCANN NOTARY PUBLIC AT LARGE WILLIAMSON COUNTY, TENN

01918-ST

EXHIBIT A

Land being in the Second Civil District of Nashville, Davidson County, Tennessee, being part of property recorded in Deed Book 9947, page 281 also being part of Parcel 1 as described in the Devon Hills Master Plat, recorded in Plat Book 6900, page 398;

Beginning at an iron pin (old) in the westerly right of way of Old Hickory Boulevard at the southeasterly corner of the Iroquois Apartment (Plat Book 4175, page 127) and (Deed Book 5048, page 66);

Thence, with said right of way for the following 4 calls:

South 30° 20' 41" East 49.07 ' to an iron pin (old),

Along a curve to the left having a delta of 31° 04' 19", a radius of 840.00', an arc length of 455.54', with a chord of South 45° 52' 51" East 449.98' to an iron pin (old),

South 61° 25' 46" East 155.73' to an iron pin to an iron pin (old),

Along a curve to the right have a delta of 25° 35' 19", a radius of 760.00', an arc length of 339.42', with a chord South 48° 38' 07" East 336.61' to an iron pin (new) at the new northerly line of Lot 2 as established by this survey;

Thence, with the new northerly line at Lot 2 for the following 10 calls:

South 86° 20' 09" West 210.62' to an iron pin (new),
South 45° 39' 15" West 151.23' to an iron pin (new),
South 73° 04' 38" West 253.39' to an iron pin (new),
South 20° 39' 48" West 366.58' to an iron pin (new),
South 46° 25' 46" East 208.47' to an iron pin (new),
South 00° 35' 10" West 89.28' to an iron pin (new),
North 47° 40' 34" West 236.48' to an iron pin (new),
North 11° 58' 42" West 519.71' to an iron pin (new),
North 39° 52' 13" West 161.27' to an iron pin (new),
North 05° 35' 56" East 98.86' to an iron pin (old) in the southerly line of Harpeth Valley Utilities District (Deed Book 5473, page 173);

Thence, with Harpeth Valley Utilities District for the following 3 calls:

South 84° 56' 47" East 97.66' to an iron pin (old),
North 05° 00' 10" East 110.00' to an iron pin (old),
North 84° 54' 31" West 75.00' to an iron pin (old) in the southerly line of the Iroquois Apartments;

Thence with the Iroquois Apartments for the following 2 calls:

North 16° 30' 02" West 304.83' to an old stump in the fence line,
North 60° 35' 09" East 268.20' to the Point of Beginning and containing 11.19 acres, more or less, according to a survey dated April 12, 1999, completed by Thomas Miller and Partners.

EXHIBIT B

This Instrument Prepared By:

Russell J. McCann
Sidwell & Barrett, P.C.
121 First Avenue South
Franklin, TN 37064

COVENANTS

William E. Kantz, Jr., owner in fee simple and Grantor of the property described in the Warranty Deed, conveys title to said property subject to the following covenants which shall be binding upon the heirs, successors and assigns of the purchaser/Grantee, being more specifically stated and described as follows:

Only one residence may be built. Said residence must have a minimum heated living area of Three Thousand square feet (3,000 ft. sq.). The home may be built in two phases not more than eighteen months apart from the end of construction of the first phase to the beginning of construction of the second phase. Both phases must be of like style and material.

Residential mobile homes, modular homes, trailer homes, and prefabricated homes and portable storage buildings are expressly prohibited. Said home must be located within the building envelope and at or above an elevation of Eight Hundred Ten (810) feet above sea level, and built in accordance with all zoning and codes requirements and restrictions.

The exterior covering of any home built must be a minimum of seventy-five percent (75%) brick, stone, simulated stone or stucco, stucco, wood siding, EIFS, log or chalet style Swiss fine wood and glass.

The design, appearance, and location of any barn or livestock building, mother-in-law suite, pool-house, or similar separate structure built must be approved by a majority of the adjacent landowners, and any such structure cannot be built within seventy-five (75) feet from the western property line of the adjoining higher elevation lot. All landowners of the subdivision must approve of the design and appearance of any gate or guard house located on the main driveway or private driveways.

Only wood "straight rail", milled, or a combination of stone wall/masonry fencing is permitted; straight rail being the type having three rails running parallel to the ground and held in place by posts. If the above named Grantor decides to build a boundary fence located on adjoining lot lines then Grantee must split the cost of such construction.

Chain link fencing, barbwire fencing, and razor fencing is prohibited except for the immediate yard of the residence, or twenty (20) feet back from either or both of the

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property line adjacent to the Iroquois development and the property line adjacent to the water tower. In no case shall such fencing be placed within fifty (50) feet of the main driveway.

Landowners may keep and maintain livestock, as defined below, on their individual parcels; livestock must be kept within the lot boundary or in a designated livestock area. Landowner may not keep livestock for hire.

All utilities shall be placed underground, unless otherwise agreed to and approved by all of the adjacent landowners. Where convenient and feasible, utility line placement shall be made so as to serve the maximum number of landowners with a minimal amount of destruction or alteration of trees and land.

The cost of construction of shared lengths of driveways shall be born pro-rata by the sharing landowners their heirs, successors, and assigns; said cost include but are not limited to curb-cut, grading, gate construction, maintenance. Portions of private driveway must be no less than ten (10) feet in width and of black-top, asphalt, concrete, aggregate, gravel, or some combination thereof.

Grantor grants and retains, and Grantee grants, an easement for ingress and egress and utilities, a minimum of fifty (50) feet in width and running across the property as currently located and shown on the plat of record in Davidson County Instrument SBC 134 84G 2000S-327G-06.

Landowners shall not allow their lots to be clear-cut of trees; except for the actual building site of a structure. TSI (culling of diseased or inferior trees to allow larger ones to thrive) is permitted where advised by a certified forester.

Signs advertising or promoting livestock services or other for profit services, excepting "For Sale" signs advertising landowner's real property, are prohibited for so long as the property remains predominantly residential.

DEFINITIONS, are as follows:
Landowner refers to the purchaser of the parcel, his heirs, assigns, and subsequent purchasers of the parcel.

Adjacent landowners only includes owners of property in the same subdivision.

Utilities refers to water, sewer, electrical, gas, phone, and television cable as available.

Livestock refers to horses and cows only (dogs and cats may be kept as pets on private land but are not allowed to roam off of landowner's property).

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