WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF WILLIAMSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $108,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF October, 2002.

Notary Public

My Commission Expires: 9/20/04
(AFFIX SEAL)

NOTARY PUBLIC AT LARGE
RUTHERFORD COUNTY, TENN.

Davidson County DEEDWARR
Recvd: 10/18/02 13:20 2pgs
Fees:13.00 Taxes:399.60
20021018-0128259

THIS INSTRUMENT WAS PREPARED BY

Address of New Owners As Follows:
NVR, INC. T/A RYAN HOMES
216 Centerview Drive, Suite 144
Brentwood, TN 37027

Send Tax Bills To:
Same

Map Parcel No.
Map 136-15 O-B
Parcels 109, 111, 113
115 and 117

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, We, **REGENT DEVELOPMENT, LLC F/K/A MCEWEN DEVELOPMENT, LLC**, hereinafter called Grantor have bargained and sold, and by these presents do transfer and convey unto **NVR, INC. T/A RYAN HOMES**, a Virginia Corporation, hereinafter called Grantee, their heirs and assigns, a certain tract or parcel of land in DAVIDSON COUNTY, STATE OF TENNESSEE, described as follows, to-wit.

Land in Davidson County, Tennessee, being Units Nos: 109, 111, 113, 115 and 117 on the plan of A Horizontal Property Regime (Private Element) Phase 3, Smith Springs Townhomes, of record in Instrument No. 20020926-0117439, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the same property conveyed to MCEWEN DEVELOPMENT, LLC, N/K/A REGENT DEVELOPMENT, LLC by warranty deed from Fred Ritter of record in Book 11267, Page 539, and by Warranty Deed from Irene S. Bell of record in Book 11536, page 885, Register's Office for DAVIDSON County, Tennessee. McEwen Development having changed its name to Regent Development, LLC by instrument of record as Instrument No. 20000316-0026959, said Register's Office.

This conveyance is made subject to:

Taxes for the year 2003 and subsequent years, a lien which are not yet due and payable.

All matters on the plan of record in Instrument No. 20020926-0117439, Register's Office for Davidson County, Tennessee.

Declaration of Covenants, Conditions, and Restrictions of record in Book 11666, page 151, as supplemented by Supplemental of record in Instrument No. 20010730-0080392, Register's Office for Davidson County, Tennessee.

By-Laws of record in Book 11666, page 191, Register's Office for Davidson County, Tennessee.

Articles of Incorporation for Homeowners' association of record in Book 11666, page 149, Register's Office for Davidson County, Tennessee.

Stormwater Detention Agreement of record in Book 11540, page 482, Register's Office for Davidson County, Tennessee.

Articles Of Amendment, The Articles Of Organization Of MCEWEN DEVELOPMENT, LLC, N/K/A REGENT DEVELOPMENT LLC, of Record in instrument # 200003160026959, Register's Office Davidson County, Tennessee.

Quitclaim Deed to Homeowners Association of Record in Instrument # 200001110003643, Register's Office for Davidson County, Tennessee.

Conveyance of common areas, Smith Springs Townhomes of record in Instrument No. 200001110003643, Register's Office for Davidson County, Tennessee.

All existing and recorded easements, rights of way and restrictions, all zoning regulations, building restrictions and setback lines, if any, and easements or right of ways for public utilities.

This is:
improved: ( )
unimproved: (X) property, known as **UNITS 109, 111, 113, 115 and 117 Smith Springs Townhomes, Phase 3,** Davidson County, Tennessee

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 person 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 15th day of October, 2002.

REGENT DEVELOPMENT, LLC F/K/A
MCEWEN DEVELOPMENT, LLC

Rick Blackburn
Rick Blackburn; Secretary

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **Rick Blackburn**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the **Secretary** of **REGENT DEVELOPMENT, LLC F/K/A MCEWEN DEVELOPMENT, A Limited Liability Corporation**, the within named bargainors, and that he as such **Secretary** of **REGENT DEVELOPMENT, LLC F/K/A MCEWEN DEVELOPMENT, LLC**, executed the foregoing instrument for the purposes therein contained by signing the name of the **LIMITED LIABILITY CORPORATION** by himself as **Secretary** of **REGENT DEVELOPMENT, LLC F/K/A MCEWEN DEVELOPMENT, LLC.**

Witness my hand and official seal this 15th day of October, 2002.

Carolyn Gleaves
Notary Public

My commission expires: 9/20/04

CAROLYN GLEAVES
NOTARY PUBLIC AT LARGE
RUTHERFORD COUNTY, TN
My Commission Expires